

TRUMPF LASER UK LTD CONDITIONS FOR PURCHASE

1 BASIS OF CONTRACT

- 1.1 The accompanying TRUMPF PO is a commitment by TRUMPF to purchase the Goods and/or Services specified in the TRUMPF PO from the supplier identified in the TRUMPF PO in accordance with these Conditions.
- 1.2 Unless the Supplier contacts TRUMPF in writing to query or amend the TRUMPF PO, the TRUMPF PO shall be deemed to be accepted on the earlier of the date of acceptance by the Supplier, or the 2nd Working Day following issue by TRUMPF. The Contract shall come into existence at this point in time.
- 1.3 Unless there is a written agreement between TRUMPF and the Supplier in force at the date the TRUMPF PO is issued, these Conditions shall apply to the Contract to the exclusion of any other terms that the Supplier may seek to impose or incorporate, whether implied by trade, customer, practice or previous course of dealing. If there is inconsistency between these Conditions and an existing written agreement between TRUMPF and the Supplier the terms of the pre-existing written agreement will take priority.
- 1.4 Unless otherwise stated, all of these Conditions apply to the supply of Goods and Services.

2 INTERPRETATION

In these Conditions, the following definitions and rules of interpretation apply:

2.1 Definitions:

Commencement Date: the date the Contract comes into effect as stated in Condition 1.2.

Conditions: these terms as amended from time to time in accordance with Condition 17.14.

Contract: the contract between TRUMPF and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Data Protection Legislation: the UK Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) to the extent that it is applicable in the UK, and any equivalent law, legislation, regulation or requirement to which the Supplier is subject in their own legal jurisdiction.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods (or any part of them) set out in the TRUMPF PO.

Goods Specification: any specification for the Goods, including any related plans and drawings, which are either prepared or approved by TRUMPF.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

TRUMPF: TRUMPF Laser UK Limited (company number 3290610).

TRUMPF PO: TRUMPF's purchase order for the supply of Goods and/or Services, accompanying these Conditions.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services which are either prepared or approved by TRUMPF.

Supplier: the person or business from whom TRUMPF purchases the Goods and/or Services identified in the TRUMPF PO.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2.2 Interpretation:

- 2.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2.2 A reference to a party includes its successors and permitted assigns.
- 2.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3 SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description, any samples pre-approved by TRUMPF if applicable, and any applicable Goods Specification;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by TRUMPF, expressly or by implication, and in this respect TRUMPF relies on the Supplier's skill and judgement;
- 3.1.3 where they are manufactured products, be free from all defects (including latent defects) in design, materials and workmanship and remain so for 39 months after delivery ("Warranty Period"); and

- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Following the placement of the TRUMPF PO, the Supplier shall not modify or amend the specification, design or manufacturing process for any Goods without the prior approval of TRUMPF.
- 3.4 Where TRUMPF supplies or contributes towards the provision of any equipment, including any machinery, tooling, drills, moulds, presses, vessels or tools necessary for the manufacture and/or assembly of the Goods ("Equipment") for use by the Supplier in connection with the supply of the Goods, such Equipment remains the absolute property of TRUMPF, and the Supplier shall not part possession of it, or make it available for use by any third party.
- 3.5 The Supplier shall, for the period it has possession or control of any Equipment supplied by or contributed to by TRUMPF, for use in connection with the supply of the Goods: (a) have sole risk of loss or damage to the Equipment; (b) ensure that the Equipment is secure, and clearly identified as the property of TRUMPF (including where appropriate applying a label to identify the Equipment as "property of TRUMPF"); (c) ensure that the Equipment is covered by a suitable insurance policy with a reputable insurer for the full replacement cost; (d) ensure that the Equipment is fully, and properly maintained by appropriately qualified personnel.
- 3.6 The Supplier shall only use Equipment for the manufacture of Goods for TRUMPF, and not for any other customer.
- 3.7 The Supplier shall ensure that all Equipment used for the manufacture of Goods for TRUMPF is available for inspection on reasonable notice in accordance with Condition 17.6.
- 3.8 Unless otherwise specified in the TRUMPF PO, the Supplier warrants that maintenance, support and spare parts shall be available for the Goods for a minimum period of 7 years following the delivery of the Goods.

4 DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 the packaging for the Goods is clearly labelled with the country of origin, quantity, and any part number specified in the TRUMPF PO;
- 4.1.3 each delivery of the Goods is accompanied by a delivery note which shows the date of the PO, the PO number, the type and quantity of the Goods and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 Unless specified in the TRUMPF PO, TRUMPF shall not be responsible for the return of packaging material to the Supplier, and any return to be at the Supplier's cost.
- 4.3 The Supplier shall deliver the Goods:
- 4.3.1 on the date specified in the TRUMPF PO;
- 4.3.2 to the address specified in the TRUMPF PO, (DAP Incoterms® 2020 or otherwise agreed) or such other location as is notified by TRUMPF in writing prior to the delivery ("Delivery Location"); and
- 4.3.3 during TRUMPF's normal hours of business on a Working Day.
- 4.4 Risk in the Goods shall pass to TRUMPF on completion of delivery, and shall not depend upon when title in the Goods passes to TRUMPF.
- 4.5 TRUMPF may postpone any delivery date specified in the TRUMPF PO or any part of a TRUMPF PO by up to 6 months on giving notice to the Supplier in writing at any time prior to the delivery date specified in the TRUMPF PO, and the Supplier shall delay and/or store the Goods at its own expense.
- 4.6 TRUMPF has the right to return to the Supplier, at the Supplier's expense, any Goods delivered more than 5 Working Days before the agreed delivery date.
- 4.7 Unless specified in the TRUMPF PO, the Supplier shall not deliver the Goods in instalments without TRUMPF's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle TRUMPF to the remedies set out in Condition 6.
- 4.8 Title in the Goods shall pass to TRUMPF on completion of delivery, save where TRUMPF has made an advance payment, whereby title shall pass on payment.

5 SUPPLY OF SERVICES

- 5.1 The Supplier shall from the date set out in the TRUMPF PO and for the duration of the Contract supply the Services to TRUMPF in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the TRUMPF PO and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with TRUMPF in all matters relating to the Services, and comply with all instructions of TRUMPF;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification,

- and that the Deliverables shall be fit for any purpose that TRUMPF expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to TRUMPF, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with any policies of TRUMPF notified from time to time;
- 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of TRUMPF's premises;
- 5.3.10 not do or omit to do anything which may cause TRUMPF to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that TRUMPF may rely or act on the Services;
- 5.3.11 co-operate with TRUMPF in all matters relating to the Services; and
- 5.3.12 comply with any additional obligations as set out in the Service Specification.
- 5.4 TRUMPF shall provide the Supplier with reasonable access at reasonable times to TRUMPF's premises for the purpose of providing the Services and provide such necessary information for the provision of the Services as the Supplier may reasonably request subject to the obligations in Condition 13. The Supplier warrants that all information or access that is reasonably required from TRUMPF in the TRUMPF PO for the Supplier to provide the Services is identified in the Services Specification attached to, or referred to in the TRUMPF PO.
- 6 TRUMPF REMEDIES FOR LATE OR DEFECTIVE SUPPLY OF GOODS OR SERVICES**
- 6.1 If the Supplier fails to deliver the Goods or perform the Services by the applicable date, or delivers any Goods that do not comply with the requirements in Condition 3.1 at any time during the Warranty Period, TRUMPF shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier, and cancel any further supply of Goods due to be delivered under the TRUMPF PO;
- (b) to rework the Goods, or have them reworked by a third party, subject to the prior approval of the Supplier not to be unreasonably withheld or delayed;
- (c) to refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
- (d) to recover from the Supplier any costs incurred by TRUMPF in obtaining substitute goods or services from a third party;
- (e) to require the Supplier to collect and replace any defective Goods, and the Supplier shall be solely responsible for arranging transportation, insurance and customs clearance at its own cost;
- (f) to require a refund from the Supplier of sums paid in advance for any Goods or Services that the Supplier has not provided or that have been rejected; and
- (g) to claim damages for any additional costs, loss or expenses incurred by TRUMPF which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 Under Conditions 6.1 (b) and 6.1 (e) above the repaired and/or replaced Goods shall be returned to TRUMPF within 30 Working Days.
- 6.3 TRUMPF's rights and remedies under this Condition and the Contract are in addition to its rights and remedies implied by statute and common law, and inspection or payment for Goods by TRUMPF does not operate to waive or override the rights of TRUMPF to reject Goods or Services in accordance with this Condition.
- 7 MATERIALS**
- 7.1 All documents, information, items and materials in any form which are provided by TRUMPF to the Supplier in connection with this Contract ("TRUMPF Materials") are owned, or licenced by TRUMPF, and the Supplier shall acquire no right or interest in the TRUMPF Materials, save to the extent of a limited licence to use the TRUMPF Materials solely in connection with the supply of the Goods or Services.
- 7.2 The Supplier shall hold all TRUMPF Materials in safe custody at its own risk, maintain TRUMPF Materials in good condition until returned to TRUMPF, and not dispose or use TRUMPF Materials other than in accordance with TRUMPF's written instructions or authorisation.
- 7.3 Any modification, amendment or improvement to any TRUMPF Materials shall be owned by TRUMPF, and to the extent that any intellectual property rights arise in any such modification, amendment or improvement, the Supplier hereby assigns, by way of a present assignment of future rights, all such intellectual property rights to TRUMPF, absolutely and with full title guarantee.
- 8 COMPLIANCE WITH LAWS AND POLICIES**
- 8.1 In performing its obligations under the Contract, the Supplier shall:
- 8.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force;
- 8.1.2 comply with TRUMPF's code of conduct for the manufacture and supply of goods and services from time to time;
- 8.1.3 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force anywhere in the world where the Supplier conducts its business, including but not limited to the Modern Slavery Act 2015 and shall ensure that each of its suppliers and sub-contractors comply with equivalent standards;
- 8.1.4 comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes from time to time in force anywhere in the world where the Supplier conducts its business, including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977, and shall ensure that each of its suppliers and sub-contractors comply with equivalent standards;
- 8.1.5 have in place and maintain its own policies and procedures to ensure compliance with the Modern Slavery Act 2015 and UK Bribery Act 2010, and enforce them where appropriate; and
- 8.1.6 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 and/or UK Bribery Act 2010 if such act were carried out in the UK, and report any request or demand for payment received by the Supplier in connection with the performance of the Contract, to TRUMPF.
- 8.2 The Supplier shall maintain appropriate and auditable records and reports to demonstrate its compliance with the requirements set out in this Condition 8.
- 8.3 TRUMPF and the Supplier each acknowledges that they will process personal data received from the other party, incidentally in the course of the delivery of the Contract and the provision of the Goods and Services as part of the usual contract management process. Such personal data shall include employee's names and contact information. TRUMPF and Supplier shall each adhere to their obligations as a controller under the Data Protection Legislation in relation to such personal data received. Supplier acknowledges that details of the TRUMPF Group's privacy notice is available on the website, www.trumpf.com and agrees to draw this to the attention of its employees and other individuals whose personal data is provided to TRUMPF pursuant to the Contract. To the extent that the supply of the Goods or Services requires more extensive processing of personal data, the provisions in the TRUMPF PO shall apply. The terms **controller**, **process** and **personal data** shall have the meanings given to them in Data Protection Legislation.
- 8.4 In addition to the provisions of this Condition 8, the currently valid version of the TRUMPF Code of Conduct for Suppliers shall become an integral part of the Contract. The Supplier undertakes to comply with it. The TRUMPF Code of Conduct for Suppliers is available at https://www.trumpf.com/en_INT/company/trumpf-group/suppliers/.
- 8.5 Breach of this Condition 8 by the Supplier shall be deemed a material breach of the Contract.
- 8.6 Cybersecurity is a high priority for TRUMPF and TRUMPF makes significant efforts to establish and maintain an adequate level of protection for information and data. Consequently, TRUMPF requires suppliers to maintain an adequate level of cyber security. The TRUMPF Cyber Security Requirements, as amended from time to time, form part of the Contract and obligates the Supplier to comply with them. The TRUMPF Cyber Security Requirements are available at www.trumpf.com/s/suppliers.
- 9 CHARGES AND PAYMENT**
- 9.1 The price for the Goods:
- 9.1.1 shall be the price set out in the TRUMPF PO; and
- 9.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing by TRUMPF.
- 9.2 The charges for the Services shall be set out in the TRUMPF PO, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by TRUMPF, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 The Supplier acknowledges that the charges shall be fixed for the duration of the Contract.
- 9.4 In respect of the Goods, unless otherwise specified in the TRUMPF PO, the Supplier shall invoice TRUMPF on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice TRUMPF following TRUMPF acceptance of completion of the Services. Each invoice shall include such supporting information required by TRUMPF to verify the accuracy of the invoice, including but not limited to the relevant TRUMPF PO number, the TRUMPF part number where relevant, and the quantity of Goods or Services provided. Invoices shall be addressed to TRUMPF at the address specified in the TRUMPF PO.
- 9.5 In consideration of the supply of Goods and/or Services by the Supplier, TRUMPF shall pay the invoiced amounts within 60 days following the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.6 All amounts payable by TRUMPF under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to TRUMPF, TRUMPF shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow TRUMPF to inspect such records at all reasonable times on request.
- 9.8 TRUMPF may at any time, without notice to the Supplier, set off any liability of the Supplier to TRUMPF against any liability of TRUMPF to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, TRUMPF may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by TRUMPF of its rights under this Condition shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 10 INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Supplier acknowledges that TRUMPF Intellectual Property Rights are and remain the exclusive property of TRUMPF, or any third party licensor from whom TRUMPF derives the right to use them.
- 10.2 The Supplier shall retain all Intellectual Property Rights in or arising out of or in connection with background materials which were in existence prior to, or created by the Supplier outside the scope of this Contract, including but not limited to all Intellectual Property Rights in the manufacture of the Goods that originate from the Supplier or any other materials of the Supplier.
- 10.3 All arising Intellectual Property Rights created in the supply of the Goods or provision of the Services shall be owned by TRUMPF, and the Supplier hereby assigns by way of a present assignment of future rights all such arising Intellectual Property Rights to TRUMPF with full title guarantee.

- 10.4 TRUMPF grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any TRUMPF Materials provided by TRUMPF to the Supplier for the term of the Contract for the purpose of manufacturing the Goods or providing the Services to TRUMPF.
- 10.5 The Supplier warrants that the receipt, use and onward supply of Goods or Services (other than any TRUMPF Materials) delivered by the Supplier under a Contract shall not infringe the Intellectual Property Rights of any third party, and shall indemnify TRUMPF in full against all liabilities, costs, expenses, damages and losses (including but not limited any direct, indirect or consequential losses, interest, penalties and legal costs) and all other reasonably professional costs and expenses suffered or incurred by TRUMPF arising out of or in connection with the receipt, use or supply of the Good and/or Services.
- 11 **INDEMNITY**
- 11.1 The Supplier shall indemnify TRUMPF against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TRUMPF arising out of or in connection with:
- 11.1.1 any claim made against TRUMPF for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding TRUMPF Materials);
- 11.1.2 any claim made against TRUMPF by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables;
- 11.1.3 any claim made against TRUMPF for actual or alleged breaches of the Data Protection Legislation arising out of or in connection with the performance of the Contract by the Supplier; and
- 11.1.4 any claim made against TRUMPF by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 11.2 Nothing in these Conditions or any TRUMPF PO shall operate to limit or restrict either party's liability for death or personal injury, fraud or fraudulent misrepresentation or any other liability that cannot be limited in law.
- 11.3 Save in respect of any liability arising under Condition 11.2, TRUMPF's liability to the Supplier shall be limited to the value of the Goods or Services ordered on the face of the TRUMPF PO.
- 11.4 This Condition 11 shall survive termination of the Contract.
- 12 **INSURANCE**
- 12.1 During the term of the Contract and for a period of 7 years thereafter, the Supplier shall maintain in force, with a reputable insurance company a public liability insurance policy with a limit of at least £5m per claim.
- 12.2 On the request of TRUMPF, the Supplier shall provide TRUMPF with a copy of each insurance policy giving details of cover and the receipt for the current year's premium in respect of each insurance. During the term of the Contract, and whilst the obligation to maintain insurance is in place, the Supplier undertakes not to invalidate any insurance policy or prejudice TRUMPF's entitlement under any insurance policy.
- 13 **CONFIDENTIALITY**
- 13.1 Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination of the Contract disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Condition 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 The Supplier shall not, and shall procure that its personnel, agents and subcontractors do not use any TRUMPF Materials or confidential information of TRUMPF for any purpose other than the performance of its obligations under the Contract. The Supplier may only use ideas, techniques or know-how gained in the performance of the Contract in its normal course of business to the extent that such use does not disclose TRUMPF's confidential information or infringe any TRUMPF Intellectual Property Rights.
- 13.4 Where requested by TRUMPF, the Supplier shall procure that its personnel sign a confidentiality undertaking.
- 14 **TERMINATION**
- 14.1 Without affecting any other right or remedy available to it TRUMPF may either suspend a Contract or any part of an TRUMPF PO under that Contract or terminate the Contract in whole or in part:
- 14.1.1 with immediate effect by giving written notice to the Supplier if:
- (a) there is a change of control of the Supplier;
- (b) the Supplier's financial position deteriorates to such an extent that in TRUMPF's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- 14.1.2 for convenience by giving written notice to the Supplier.
- 14.2 Without affecting any other right or remedy available to it, either party may either suspend a Contract or terminate the Contract in whole or in part with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by an order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14.3 Any Contract made in accordance with these Conditions shall automatically terminate on completion of the supply of the Goods and/or Services ordered in the TRUMPF PO.
- 15 **CONSEQUENCES OF TERMINATION**
- 15.1 On termination of the Contract, the Supplier shall immediately deliver to TRUMPF all Deliverables whether or not then complete, and return any and all Equipment and TRUMPF Materials. If the Supplier fails to do so, then TRUMPF may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 15.4 If TRUMPF terminate for convenience under Condition 14.1.2 then TRUMPF will be liable for any finished products, work in progress and/or unique materials (materials which have been designed or selected specifically for TRUMPF and which cannot be resold or used by Supplier) and components directly linked to the cancelled TRUMPF PO. The Supplier will follow industry standard steps to mitigate liability in case of such events and report to TRUMPF the results of such mitigation actions. The Supplier needs to provide liability data, with supporting justification, within 15 Working Days of notification of cancellation. TRUMPF will generate a TRUMPF PO for all fair and reasonable excess or obsolete material, providing they are mutually agreed between TRUMPF and the Supplier within 120 days.
- 15.5 If TRUMPF terminate for any other reason under Condition 14 then TRUMPF's liability to the Supplier will be zero.
- 16 **FORCE MAJEURE**
- Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. Such events include without limitation, acts of God, explosion, fire, earthquake, flood, drought, peril of the sea, riot, embargo, terrorism or war. If the period of delay or non-performance continues for 30 days the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.
- 17 **GENERAL**
- 17.1 TRUMPF may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 17.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of TRUMPF.
- 17.3 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.4 A notice or other communication shall be deemed to have been received: when delivered by a reputable international courier, or if delivered by e-mail, the authorised representative has responded in writing that the notice or communication has been received, which writing explicitly excludes any automatic delivery or automatic receipt notice.
- 17.5 Conditions 17.3 and 17.4 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 17.6 The Supplier shall allow TRUMPF (its professional advisors or customers) to access the Supplier's premises, personnel, systems and records on reasonable notice during working hours to verify the charges, inspect the Supplier's facilities or quality control procedures or to conduct environmental management system audits in order to verify the Supplier's compliance with these Conditions. TRUMPF shall hold information accessed, and or copied, during such audit confidential in accordance with Condition 13.
- 17.7 The Supplier shall have in place, and maintain for the duration of the fulfilment of the Contract, appropriate business continuity and disaster recovery plans to minimise disruption to its business and restore services as soon as reasonably possible. The Supplier shall provide copies of such business continuity/disaster recovery plans to TRUMPF on request, and shall conduct appropriate testing and assurance as to their effectiveness in different scenarios.
- 17.8 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 17.9 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.10 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 17.11 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.12 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.13 The Supplier shall not make or permit to be made any public announcement concerning the existence or subject matter of the Contract without the prior written consent of TRUMPF.
- 17.14 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 17.15 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.