

Dabico - General Terms & Conditions for Sourcing of Products and/or Services (June 2023)

1. Scope and Application of these Terms and Conditions

- 1.1. The present terms and conditions ("**Terms and Conditions**") govern the contractual relationship between the relevant Dabico entity ("Dabico") and the supplier named in the relevant supply agreement ("**Supplier**"). Unless otherwise agreed in writing, they apply to all purchasing and sourcing products or services ("**Products**" or "**Services**") by Dabico, including under any master supply agreement.
- 1.2. Individually negotiated contract terms shall prevail over the present Terms and Conditions, provided they have been set out in writing (including email).
- 1.3. Any general terms and conditions of Supplier shall be inapplicable, unless otherwise agreed by both parties in writing in a specific case.

2. Order Process

- 2.1. Dabico may from time to time purchase Products or Services by placing orders with Supplier ("**Orders**").
- 2.2. The acceptance of the Orders placed by Dabico shall be confirmed in writing (including email or IT Supplier platform) by Supplier within three working days. If the Order has not been confirmed within three working days, it shall be considered as accepted.
- 2.3. Prior to the receipt of acceptance of the Order from Supplier, Dabico may amend, modify and/or cancel the Order at no expenses.

3. Specifications and Supply Chain Compliance

- 3.1. All Products or Services provided by Supplier shall strictly comply with specifications and other contractual requirements communicated by Dabico in the Orders or otherwise, as well as with all applicable laws and regulations concerning the Products and Services.
- 3.2. Supplier shall ensure that its manufacturing and procurement processes comply with all applicable laws, regulations and standards, including in particular labor law and environmental standards.
- 3.3. Supplier shall ensure that all third parties involved in the manufacturing of Products and development of Services, including by supplying raw materials, comply with all applicable laws, regulations and standards. At Dabico's request, Supplier shall provide Dabico with information about all sub-contractors involved in the manufacturing or sourcing of Products or Services, including by supplying raw materials ("**Sub-Contractors**").

4. Suspension and Modification Rights

- 4.1. Dabico reserves the right (without any compensation to the Supplier) to postpone the delivery date of all or some of the ordered Products and/or Services. Max. suspension period shall be 120 days.
- 4.2. After the receipt of acceptance of the Order from Supplier, Dabico may change or cancel an Order in whole or in part. In this event, Dabico shall reimburse the Supplier for reasonable proven actual costs and expenses incurred by the Supplier which are directly related to the change or cancellation of the Order. The supplier shall provide sufficient

documentation for the reimbursement within 30 days after the modification/cancellation notice has been issued.

- 4.3. Shall the Supplier fail to comply with Clause 4.2., no costs or expenses will be refunded.

5. Delivery and Packing

- 5.1. Supplier shall deliver the Products or Services and relevant documents (e.g. material certificates, test reports, etc.) within the deadline and to/at the place of delivery specified by Dabico, acting at its own cost and risk. Supplier shall be liable for any losses, delays or additional expenses caused by a non-compliant or delayed delivery of Products or Services.
- 5.2. In the absence of specific requirements by Dabico, Supplier shall carefully package Products in accordance with applicable rules and best commercial practices. Preference shall be given to environmentally-friendly packaging materials. All packing units shall be accompanied by a delivery order showing the content and order number, details of the origin and applicable custom tariff numbers of the Products or Services, as well as other information required in the Order. Supplier shall fully indemnify Dabico in the event that any costs or duties should be imposed on Dabico due to information lacking in the delivery order.
- 5.3. Unless otherwise specified in the Order or agreed in writing on a case by case basis, Supplier shall cover all customs duties as well as transportation and insurance cost up to the agreed place of delivery.
- 5.4. Delivery deadlines specified in the Order are binding, and Supplier shall automatically be

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in default upon the expiry of the agreed delivery date or deadline. Partial or advance deliveries must be approved in advance and in writing by Dabico.

- 5.5. Title and risk to the Products or Services shall pass from Supplier to Dabico at the time of delivery, where "time of delivery" means that the Product/Service has reached the agreed delivery place at the agreed delivery conditions.
- 5.6. To the extent the purchase of Products or Services involves any software, Dabico shall, by virtue of the transaction concluded with Supplier, acquire the unrestricted, perpetual right to use, reproduce and resell the software, or the Products and Services in which the software is incorporated, including through integration into Dabico's products and services ("**Dabico Products**" or "**Dabico Services**"). Additionally, Dabico shall have the right to copy the software for security purposes.

6. Delayed Performance

- 6.1. If Supplier expects that it will not be able to supply Products or Services ordered by Dabico at the agreed time, it shall promptly inform Dabico in writing about the delay, its reasons, appropriate mitigation measures and the expected new delivery date. For each full week of delay, Supplier shall pay liquidated damages in an amount of 2% of the value of the Order concerned up to a maximum amount of 10% of the price specified in the Order ("**Price**").
- 6.2. Dabico has the right to annul the Order with immediate effect in writing in case performance is delayed by more than ten (10) calendar days starting from the delivery

deadline or date specified in the Order.

- 6.3. The payment of liquidated damages pursuant to Clause 6.2 does not affect Dabico's legal and contractual rights and remedies for delayed performance. In particular, Dabico shall have the right to claim additional damages for proven costs.

7. Inability to perform

- 7.1. Should the Supplier be unable to complete Dabico's Order, it shall promptly inform Dabico and develop, document and implement corrective actions within 14 days, in order to meet Dabico's requirements.
- 7.2. Should the Supplier fail to comply with Clause 7.1., Dabico may, at its sole discretion (i) terminate the relevant Order with immediate effect at no charge or (ii) obtain substitute Products and/or Services from a Third Party at Supplier's expense.

8. Prices and Payment Terms

- 8.1. Unless otherwise agreed, all Prices quoted by Supplier or foreseen in an Order shall include taxes, levies and duties (including in particular VAT and customs duties) and freight charges in relation with the supply of Products or Services. Such taxes, levies, duties and charges shall be borne by Supplier.
- 8.2. Supplier shall issue its invoice to Dabico after completion of the delivery of Products or Services ordered. The invoice shall be sent to the address indicated in the Order. Dabico shall effect payment within 90 calendar days.

9. Examination and Acceptance

- 9.1. Unless otherwise agreed with Supplier, Dabico shall have no obligation to inspect Products or Services upon receipt, and shall have the right to raise warranty claims or other claims for breach of contract at any time during a two year warranty period beginning with the completion of the delivery of Products or Services ordered.
- 9.2. Products or Services which are not in accordance with the specifications or any other contractual requirements mentioned or referred to in an Order can be rejected and returned by Dabico upon receipt at the expense of Supplier.

10. Warranty

- 10.1. Supplier warrants and guarantees that the Products or Services will strictly correspond with all contractual requirements, including in particular specifications mentioned or referred to in the Order, will be good, of good quality and fit for their purpose, as well as comply at all times with all applicable laws and regulations. Supplier also warrants and guarantees that the Products and Services will not violate any rights of third parties.
- 10.2. In case of defects, Dabico shall have the right to request Supplier, at its own discretion, to replace or repair the defective Product or Service. All costs and expenses shall be borne by Supplier.
- 10.3. If Supplier fails to repair or replace the defective Product or Service within a reasonable timeframe set by Dabico, Dabico shall have the right to cancel the Order and/or to obtain substitute Products or Services from

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a third party at the expense of Supplier.

10.4. Dabico's right to claim damages for profits or indirect losses remains fully reserved.

11. Liability

11.1. In the event of a breach of these Terms and Conditions or the Order, Supplier shall have to fully indemnify Dabico for any losses, damages or expenses incurred, unless such losses, damages or expenses are shown to have been caused by Dabico in a grossly negligent or intentional manner without any responsibility of Supplier.

11.2. Supplier shall be liable for the conduct of its employees, agents, Sub-Contractors, raw material suppliers and other auxiliary persons in the same way as for its own conduct.

12. Intellectual Property Rights

12.1. Supplier acknowledges that all intellectual property rights relating to Products or Services developed or manufactured for Dabico, in particular all know-how, patent rights, design rights, copyrights and related rights, database rights, or trademark rights (collectively "**Intellectual Property Rights**"), shall automatically become the exclusive property of Dabico upon their creation. To the extent that any such Intellectual Property Rights should not automatically accrue to Dabico, Supplier herewith fully assigns such Intellectual Property Rights to Dabico. Supplier warrants that it has taken adequate steps to ensure that the transfer and assignment of Intellectual Property Rights also fully extends to any employee

inventions.

12.2. Supplier shall not use, multiply, modify, distribute or further develop any Products or Services developed or manufactured for Dabico in any form, in whole or in part, without Dabico's prior written consent.

12.3. In the event that Supplier should become aware that Dabico's Intellectual Property Rights may be infringed, it shall inform Dabico thereof as quickly as possible and shall assist Dabico in order for it to take the necessary measures to protect its Intellectual Property Rights.

13. Confidentiality

13.1. Confidential information of Dabico regarding the Products or Services, their intended use by Dabico, Dabico's specifications and /or the technologies and software underlying the Products or Services, Dabico's terms of collaboration with Supplier, operational, financial, or other business information relating to Dabico and/or its affiliates ("**Confidential Information**") shall be kept confidential by Supplier. In particular, Confidential Information shall not be disclosed to any third parties without Dabico's prior written agreement, unless specifically required by a final judgment or order by a competent governmental authority, court, tribunal, or regulatory body.

13.2. Supplier shall only disclose Confidential Information to its employees, agents, Sub-Contractors and other auxiliaries on a need-to-know basis. It shall be responsible for ensuring that any person obtaining Confidential Information is aware

of and strictly abides by the confidentiality requirements of these Terms and Conditions. Supplier shall be liable for any breach of confidentiality committed by its employees, agents, Sub-Contractors or other auxiliaries.

13.3. The obligations pursuant to this Clause 13 shall not apply to any Confidential Information which (i) has entered the public domain other than as a result of Supplier's breach of its confidentiality obligations, (ii) has been lawfully received by Supplier from a third party on an unrestricted basis, (iii) was known to Supplier prior to disclosure by Dabico, or (iv) was independently developed by Supplier.

14. Force Majeure

The Parties shall not be liable for any delay or failure to perform any of their obligations if the delay or failure results from unforeseeable events or circumstances outside their control, including but not limited to acts of God, war, fire, pandemic, or natural catastrophes ("**Force Majeure Event**"). The Party affected by a potential Force Majeure Event shall notify the other Party no later than five (5) calendar days after information about the potential Force Majeure Event has become available and liaise with the other Party in order to determine adequate mitigation measures. A failure to take reasonable mitigation measures shall lead to liability pursuant to these Terms and Conditions and the applicable law.

15. Permits and Licenses / Compliance with Laws

15.1. It is Supplier's sole responsibility to ensure that it disposes of the necessary permits or licenses to manufacture and

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provide the Products or Services. Supplier shall promptly provide Dabico with any documentation or information which Dabico may need to obtain any import licenses, or to fulfill any other regulatory requirements.

15.2. Supplier undertakes to at all times comply with all applicable laws and regulations concerning the manufacturing, trade and use of Products or Services, including, but not limited to customs and foreign trade regulations, environmental laws, transport regulations, health and safety regulations and insurance requirements. In case compliance with all applicable laws and regulations requires any information or data by Dabico, Supplier shall inform and advise Dabico as early as possible, but not later than when confirming the Order.

15.3. Supplier undertakes to at all times adhere, and ensure adherence by any employees, agents, Sub-Contractors, raw material suppliers and other auxiliary persons to the policies and provisions of Dabico's Code of Conduct. Supplier or persons acting on its behalf shall not, either directly or through intermediaries, seek, accept, offer, promise or give any payments, fees, loans, services or gifts from or to any person or firm, whether public or private, in order to obtain, retain or grant an improper business or other advantage.

15.4. Supplier shall, during the continuance of its contractual relationship with Dabico, maintain insurance, acceptable to Dabico in coverage and scope, to cover itself, its employees, and its representatives for personal injury, property damage, workman's compensation, product liability and other types of liability for which insurance is required to be maintained by law

applicable to the point Supplier's activities.

15.5. Supplier shall be liable for any expenses or damages incurred by Dabico due to a violation of its obligations under this Clause 15.

16. Books and Records and Audit Rights

16.1. Supplier shall maintain adequate and accurate books and records with respect to Dabico's sourcing activities for Products and Services.

16.2. Dabico shall have the right, during reasonable business hours, to inspect Supplier's books and records as well as manufacturing and logistics operations of Supplier (including any Sub- Contractor). Supplier and any Sub- Contractors shall take corrective actions, if any, proposed by Dabico further to such audit or inspection within a timeframe approved by Dabico.

17. Amendment and Severability

17.1. Subsequent amendments to these Terms and Conditions by Dabico shall automatically become an integral part of the contractual relationship between Dabico and Supplier, unless Supplier objects in writing within thirty (30) calendar days of becoming aware of the modified Terms and Conditions.

17.2. In case a Clause of these Terms and Conditions should be deemed invalid or unenforceable by any competent authority having jurisdiction, the other Clauses of these Terms and Conditions shall nonetheless remain valid.

18. Applicable Law and Jurisdiction

18.1. The Order (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

18.2. In the event of a dispute arising out of or relating to the Order, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration (LCIA) Mediation Rules, which Rules are deemed to be incorporated by reference into this Clause.

18.3. If the dispute is not settled by mediation within thirty (30) calendar days of the commencement of the mediation, or such further period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause.

18.4. The language to be used in the mediation and in the arbitration shall be English. The governing law of the Order shall be the substantive law of England and Wales. In any arbitration commenced pursuant to this Clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be London, England.

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Option 2 (applicable to the Americas)

- 18.1. The Order (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with New York law.
- 18.2. In the event of any dispute or claim arising out of or relating to the Order, including any question regarding its existence, validity or termination, the Parties agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution (ICDR) under its Mediation Rules.
- 18.3. If settlement is not reached within thirty (30) calendar days after service of a written demand for mediation, any unresolved dispute or claim arising out of or relating to the Order shall be settled by arbitration in accordance with the International Arbitration Rules of the ICDR, which Rules are deemed to be incorporated by reference into this Clause.
- 18.4. The language to be used in the mediation and in the arbitration shall be English. The governing law of the Order shall be the substantive law of New York, the United States. In any arbitration commenced pursuant to this Clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be New York, the United States.

Option 3 (applicable to the India)

- 18.1. The order (and any non -contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of India.
- 18.2. In the event of a dispute arising out of or relating to the order including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the

International Chamber of Commerce (ICC), which Rules are deemed to be incorporated by reference into this Clause.

- 18.3. If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ICC, Which Rules are deemed to be incorporated by reference into this Clause. The award of the arbitral tribunal shall be final and binding on the Parties, and the Parties shall not challenge the award in any court of law.
- 18.4. The language to be used in the mediation and in the arbitration shall be English. The seat, or legal place, of arbitration shall be New Delhi, India