

## GENERAL TERMS AND CONDITIONS

The following terms and conditions govern the Supplier's performance of this Contract.

### 1. Contract

- (a) This contract ("**Contract**") in order of precedence is made up of the:
  - (i) the purchase order issued by the Purchaser defining the Supplier's scope of work (including such scope of work or technical specifications as are set out in supporting documentation attached to the Purchase Order by the Purchaser) and the price acknowledged and accepted by the Supplier in accordance with clause 1(b) below (the "**Purchase Order**"); and
  - (ii) these General Terms.
- (b) The Supplier must, within two Business Days of its receipt of the Purchase Order from the Purchaser, provide its acceptance or rejection of the Purchase Order. If, following the expiry of two Business Days following the issuance of the Purchase Order to the Supplier, the Purchase Order has been neither accepted nor rejected by the Supplier, the Purchase Order will be deemed accepted by the Supplier.
- (c) In the event of an inconsistency between a requirement of the Purchase Order and these General Terms, the Purchase Order will take precedence to the extent of the inconsistency only.
- (d) Notwithstanding clauses 1(a) or 1(c), any terms or conditions of the Supplier (howsoever described) are expressly excluded under this Contract and will not form part of this Contract even if reference is made to them in the Purchase Order or they are attached to the Purchase Order.

### 2. Purchase and Sale

- (a) The Supplier must engineer, design, procure, manufacture, supply, test and deliver the Products (as further described in the Purchase Order) in accordance with the requirements of this Contract, and/or Supplier must perform the Services (as further described in the Purchase Order) in accordance with the requirements of this Contract.
- (b) The Purchaser agrees to purchase the Products and/or Services on the terms set out in this Contract.

### 3. Standards of Performance:

- (a) The Supplier must:
  - (i) ensure that the Products and/or Services comply with the technical specifications, quality standards, testing, performance and other requirements set forth in this Contract;
  - (ii) perform its obligations in accordance with those practices, methods, specifications and standards of safety, skill, performance, dependability and efficiency generally recognized by electrical utility industry members (including the Supplier) when performing obligations of a similar nature in the location where the Supplier is located and the location of the Project;
  - (iii) comply with all applicable laws and regulations (including export controls);
  - (iv) maintain a commercially reasonable quality control process consistent with prudent industry practices and applicable law; and
  - (v) ensure that the Supplier, its personnel, agents and subcontractors comply with health, safety and environmental requirements and procedures of the Purchaser or, if different, those that apply at the Project site.
- (b) The Supplier must take all necessary steps to protect the health and safety of all persons at the proposed Project site and is responsible for the compliance by its personnel and subcontractors of all health

and safety requirements or precautions (whether required by law or Project site rules). The Supplier must comply with any reasonable directions of the Purchaser or End User relating to health and safety. The Purchaser will be entitled to remove the Supplier, its personnel and subcontractors from the Project site if the Supplier is in breach of any of any applicable health and safety requirements.

- (c) The Purchaser (or its designated nominee) may conduct audit(s) of the Supplier's compliance with its obligations under this Contract. The Supplier must provide the Purchaser reasonable access to the Supplier's facilities and documentation to permit the Purchaser to conduct such audit including, amongst other matters, the scope and effectiveness of the Supplier's quality control processes and quality assurance documentation. The Supplier must promptly remedy all non-compliances identified by the Purchaser. The Purchaser will not be obligated to inspect the Supplier's quality control processes and no such inspection by the Purchaser, nor the failure by the Purchaser to inspect such quality control processes or identify any deficiencies relieves the Supplier of any of its obligations under this Contract.
- (d) The Supplier hereby acknowledges and agrees that it has investigated and conducted its own due diligence with respect to the specific conditions and requirements of the Project, and if applicable its physical site, and no such conditions or requirements will form the basis for any request for a change in, or variation to, the Contract (including any pricing or dates for delivery).
- (e) The Purchaser makes no representation and gives no warranty regarding the documents and other information provided or made available by or on behalf of it to the Supplier in connection with the negotiation or performance of this Contract, including the accuracy, completeness and adequacy of such documents and information. The Supplier warrants that it has carefully reviewed and taken into account such documents and information for the purposes of the performance of its obligations under this Contract.
- (f) The Supplier, at its sole cost and expense, must remove or remediate, or take such other actions as is necessary to remedy in accordance with all applicable law, any hazardous substance or contamination brought onto, released or exacerbated at the Project site by the Supplier in connection with the performance of this Contract and any hazardous condition created or exacerbated by the Supplier.

### 4. Prices; Taxes

- (a) The price for the Products and/or Services (where applicable) is set forth in the Purchase Order ("**Contract Price**"). The currency of the Contract Price is as set forth in the Purchase Order. The Supplier will have no claim for an adjustment to the Contract Price or right to claim any additional amount arising from fluctuations in currency.
- (b) Except where expressly specified otherwise in the Purchase Order, the Contract Price includes all the Supplier's costs and charges to be paid to the Supplier for the supply of the Product and/or Services including, but not limited to, all charges for manufacturing, packaging, storage, transportation, loading, overhead expenses, insurances, amounts owed to the Supplier's employees and subcontractors, and all other costs and expenses (including transfer pricing) duties, sales taxes, value added taxes, ad valorem taxes, excise taxes, and all other governmental taxes, charges and fees of every kind. The Contract Price for the Products include all charges for the Supplier's transportation to Purchaser's destination nominated in the Purchase Order or as otherwise notified in writing by the Purchaser to the Supplier.
- (c) The Supplier will provide, and the Contract Price will be deemed to include the costs of, all consumables and parts necessary for the Supplier to supply the Products and/or perform the Services at no additional cost to the Purchaser.

- (d) The Supplier will be responsible for and pay directly all taxes, all export duties from the jurisdiction or jurisdictions in which the Products are manufactured or from which the Products may be shipped and all import duties, in each case, arising in connection with or relating to the supply, sale or delivery of the Products and/or Services. The Purchaser will have no liability for, nor pay any taxes that are payable by the Supplier, including but not limited to any taxes relating to the Supplier's income, revenue, real estate, employees and/or subcontractors. The Purchaser will not be responsible for payment of any assessments or penalties imposed by a governmental authority based on the Supplier's failure to properly or timely pay any applicable taxes, duties, fees, or surcharges
- (e) Except where expressly stated otherwise in the Purchase Order, the Contract Price will be payable by the Purchaser upon delivery of the Products to the Delivery Point in a form which complies with the requirements of this Contract and, in respect of the Services, upon the completion of the Services in accordance with the requirements of this Contract. The Supplier must deliver a valid invoice to the Purchaser in the form requested by the Purchaser together with all supporting documentation reasonably required to substantiate the completion of the Supplier's obligations under this Contract (including, as applicable, delivery or shipping documentation, testing certifications and reports, time sheets and any other documentation specified in the Purchase Order). The invoice must include a description of the Products and/or Services performed by the Supplier and the quantity, price per item, and discount per item (if any) applicable to the relevant Product and/or Service.
- (f) Subject to clause 4(g) and provided that the invoice has been submitted by the Supplier in accordance with the requirements of clause 4(e), the Purchaser will pay any undisputed invoices within 60 days after receipt of such invoice.
- (g) The Purchaser may set-off from any amount due and payable from the Purchaser to the Supplier under this Contract, any amount due and payable, or which the Purchaser reasonably and in good faith believes is due and payable, by the Supplier to the Purchaser.
- (h) The Supplier must deliver, together with each invoice delivered under clause 4(e), lien waivers executed by the Supplier and each subcontractor in connection with each invoice in the form requested by the Purchaser. The Supplier must discharge any lien filed by any subcontractor within 20 days of the lien arising. The Supplier will retain all rights against the Purchaser available under this Contract or at law for any non-payment under the Contract.

## **5. Packaging/Shipping**

- (a) The Supplier must ensure that packing slips, certificates of origin, customs invoices, bills of lading and any other documents necessary to release the Products to the Purchaser including for the export, import and resale to the End User accompany each delivery of a Product. The shipping documents should clearly identify the Purchaser Order number and Products and/Services which are the subject of that shipping document.
- (b) The Supplier must arrange for all necessary packing, wrapping and labelling to comply with applicable laws and sustainability requirements that are consistent with best commercial and good industry practices. The Supplier will suitably pack and ship all Products to prevent damage (including any risks associated with multi-modal transportation such as travel by sea, air or road), to meet the carrier's requirements, and to comply with the requirements of this Contract.
- (c) The Supplier will bear the costs (including for additional handling) arising in connection with its failure to comply with its obligation under this clause 5.

## **6. Acceptance; Waiver**

- (a) The Purchaser will have a reasonable period after receipt of the Products and/or Services and before payment to inspect and test

the Products and/or Services for conformity with the requirements of this Contract.

- (b) None of the Purchaser's inspection, testing or continued use of, or payment for, the Products and/or Services will constitute acceptance or a waiver of any of the Purchaser's rights or remedies under this Contract or at law or constitute a waiver of any of the warranties provided by the Supplier under this Contract or at law.

## **7. Delivery**

- (a) The Supplier must perform its obligations under this Contract:
  - (i) with due expedition and without delay; and
  - (ii) in accordance with the delivery schedule and dates set out in the Purchase Order ("**Delivery Schedule**").

Time is of the essence in the performance of the Supplier's obligations under this Contract.
- (b) Except where expressly specified otherwise in the Purchase Order, delivery of the Products by the Supplier is on the basis of DDP (Incoterms 2010) to the delivery point identified by Purchaser in the Purchase Order ("**Delivery Point**"). The Purchaser may specify the carrier by so indicating in a written instruction to the Supplier within a reasonable period of time prior to shipment.
- (c) The Supplier must perform its obligations in accordance with the Delivery Schedule and achieve each of the delivery of the Products and/or Services, Product/Service Substantial Completion and Product/Service Final Completion by the dates set forth in the Purchase Order. The Purchaser may, in its absolute discretion, extend any deadline specified in the Delivery Schedule at any time for any reason by written notice to the Supplier.
- (d) Unless otherwise expressly agreed by the Parties in writing, the Supplier may not make partial delivery of the Products to the Purchaser.
- (e) If delivery of any Product and/or Service (in accordance with the requirements of this Contract), Product/Service Substantial Completion or Product/Service Final Completion is not achieved by the applicable date set out in the Purchase Order, the Supplier must pay to the Purchaser delay liquidated damages in the amount of 0.5% of the total Contract Price for each day of delay subject to a cap of fifteen percent (15%) of the total Contract Price. The delay liquidated damages will be payable on demand from the Purchaser.
- (f) The Purchaser and Supplier agree that:
  - (i) it is not possible to determine with precision the loss that the Purchaser will suffer and incur if any delivery under this Contract is not achieved by the applicable delivery date set forth in the Delivery Schedule and/or Purchase Order;
  - (ii) it is in the Parties' economic and other interests to agree in advance the damages payable to the Purchaser in such circumstances; and
  - (iii) the liquidated damages payable under this clause 7 are enforceable genuine pre-estimates of such loss.

## **8. Testing and non-compliant work**

- (a) The Supplier must complete reasonable factory tests (as required by good industry practice) together with any system performance, acceptance tests and/or reliability tests required by the Purchaser or set out in this Contract. The Purchaser will be entitled to receive advance notice of not less than 10 Business Days and witness each of the tests contemplated by this Contract.
- (b) If the Purchaser, its End User, or their authorized representatives, determine that there is any omission, error, non-compliance or deficiency in any Product, Service, or deliverable, the Supplier, at its cost, must promptly take any necessary or Purchaser-directed action(s) to rectify such omission, error, non-compliance or deficiency (as applicable) within the time period notified by the Purchaser or, where no time period is specified, within a reasonable period of time following notification by the Purchaser.
- (c) If any omission, error, non-compliance or deficiency cannot be corrected by Supplier by the time specified in clause 8(b), the Purchaser may (at its discretion):

- (i) have the omission, error, non-compliance or deficiency rectified itself or by others and the costs and expenses incurred by the Purchaser in having the matter rectified will be a debt due and payable from the Supplier to the Purchaser upon demand;
- (ii) reduce the Contract Price to reflect the reduced value of the Products or deliverables provided or Services performed by the Supplier; or
- (iii) if it is not possible to remedy under clause 8(c)(i) or (ii), the Purchaser may re-procure the Product or Service in question at the Supplier's cost and the costs and expenses incurred by the Purchaser in having the Product, Service or other deliverable (as applicable) re-procured will be a debt due and payable from the Supplier to the Purchaser upon demand.

## 9. Title and Risk

- (a) Title to the Products will pass to the Purchaser at the earlier of:
  - (i) payment by the Purchaser of the Contract Price; and
  - (ii) receipt of the Products by the Purchaser at the Delivery Point. In the event of advance or progress payments, the Supplier must identify or otherwise mark the Products/Services as the Purchaser's property and sign and deliver such documents as is required by the Purchaser for the Purchaser to confirm that title or licence has passed to the Purchaser.
- (b) The Supplier represents and warrants to Purchaser that title to the Products and Services will pass to the Purchaser free and clear of all liens, claims, security interests, or encumbrances and that no Products or Services will be subject to the rights of any third party.
- (c) Risk in the Products will pass to the Purchaser in accordance with the Incoterms which applies in accordance with clause 7(b).

## 10. General Warranty for Products and/or Services

- (a) The Supplier represents and warrants to the Purchaser, for the period commencing on the date the applicable Product and/or Service is delivered or performed (as applicable) until the later of:
  - (i) for any Project involving an End User facility with a "substantial completion" date (howsoever such completion milestone is described), the date that is three (3) years after substantial completion is achieved by the Purchaser; and
  - (ii) in all other instances, until the date that is four (4) years after delivery of the Product or the performance of the Service,
- (b) ("General Warranty Period"), that the Products and/or Services will:
  - (iii) conform to the technical specifications, quality standards, testing, performance and other requirements set forth in this Contract;
  - (iv) be new and of merchantable quality and be fit for and capable of meeting the intended use; and
  - (v) be of high quality and free from any Defect or nonconformity in design, workmanship or materials.
- (b) If either the Purchaser or the Supplier discover that there is a Defect in the Products and/or Services, the Purchaser or Supplier (as the case may be) will notify the other Party. The Supplier must promptly investigate the Defect and report its findings to the Purchaser within 36 hours of discovery of the Defect.
- (c) No later than 5 Business Days following discovery of a Defect in the Products and/or Services, the Supplier must, at the Purchaser's discretion, promptly either:
  - (i) repair, replace or otherwise correct the Defect in the Product and/or Services at its sole cost and expense (and correct any plans, specifications, or drawings affected);
  - (ii) provide to the Purchaser or its End User any materials, parts and instructions that may be considered necessary to attend to a Defect in the Products, Services or their constituent parts and authorize the Purchaser to carry out the repair and/or replacement of the defective Product or non-conformity at the End User's Project site; or

- (iii) pay to the Purchaser an amount reasonably determined by the Purchaser as is required for the Purchaser to correct the Defect.
- (d) If the Purchaser determines, in its sole discretion, that the Supplier is unable to repair, replace or otherwise correct a Defect in a Product and/or Service within the time required, the Purchaser may:
  - (i) repair, replace or otherwise correct the Defect or have a third-party repair, replace or otherwise correct the Defect in the relevant Product and/or Service, the cost of which will be borne by the Supplier; or
  - (ii) return the Products and/or Services to the Supplier for full reimbursement and obtain a replacement from an alternate source, at the Supplier's expense.
- (e) The Purchaser will be entitled to recover all costs and expenses incurred by the Purchaser, its representatives or payable to third parties in connection with the remediation of the Defect in the Products and/or Services. Such costs may include but are not limited to additional costs associated with:
  - (i) labour required to remedy the Defect or replace the Product;
  - (ii) delay or prolongation costs incurred by the Purchaser (whether directly or to the End User);
  - (iii) transportation and shipping costs necessary to attend to the repair or replacement of the non-conforming Products and/or Services, and
  - (iv) all costs incurred in removing defective or nonconforming Products/Services from the property or premises where they have been incorporated.
- (f) The General Warranty Period with respect to any Products/Services performed or re-performed, repaired, corrected or replaced pursuant to such warranty, will be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Products and/or Services will be the later of:
  - (i) two (2) years from the date that the relevant Product and/or Service is re-performed, repaired, corrected or replaced; and
  - (ii) until the end of the original General Warranty Period.
- (g) The Supplier must perform the corrective warranty work in accordance with the standards set out in this Contract. The Purchaser is entitled to attend and observe any corrective warranty work being performed by the Supplier. The Supplier must obtain all necessary work authorizations and visas for its personnel to be able to be present at the Project site (or other location nominated by the Purchaser) to remedy breaches of Supplier's warranty.
- (h) If breaches of the foregoing warranties are discovered before the relevant Product or Service is utilized by Purchaser or the End User (as applicable), Purchaser will have the additional right to reject the Products and to terminate this Contract, as set forth in clause 13, without prejudice to the Purchaser's other rights and remedies.
- (i) The warranties set out in this clause 10 are freely assignable by the Purchaser to any End User or to any owner of the Project (if applicable), and in each case, to their successors and assigns. The Purchaser will be entitled to purchase an extension of the warranty set forth in this clause 10 for up to seven additional one-year periods at the cost set forth in the Purchase Order by delivery of notice to the Supplier at least 60 days prior to the end of the then-applicable warranty period.

## 11. Serial Defect Warranty for the Products

- (a) If either the Purchaser or the Supplier discover that a Serial Defect has arisen, the Purchaser or Supplier (as the case may be) must notify the other Party. If a Serial Defect arises (whether or not notice has been given by the Purchaser), the Supplier must promptly (at its cost and expense):
  - (i) conduct a root cause analysis promptly and must report the conclusions to the Purchaser immediately upon conclusion of the root cause analysis;
  - (ii) prepare a plan for the Purchaser's approval detailing how the Serial Defect is to be rectified and make available to the Purchaser (at the location specified by the Purchaser) such

technical personnel and assistance as is necessary to assess the Serial Defect and the plan to rectify the Serial Defect;

- (iii) at the Purchaser's option, and in addition to the Purchaser's entitlements under clause 10, be obliged to repair or replace all Products in the suspect population with new Products free of such Defect in accordance with the plan approved under clause 10(a)(ii) or refund the full price paid for all Products in the suspect population;
- (iv) remedy all parts or components which are the same or substantially similar to those affected by a Serial Defect, including carrying out any necessary repairs, alterations, modifications, design modifications or replacements regardless of whether a Defect is apparent in such Product at the time that the Serial Defect is identified; and
- (v) correct the Serial Defect in all Products in the Purchaser's inventory as well as those already installed, or supply new Products, as replacement for Products in the Purchaser's inventory or in the installed base at destinations named by the Purchaser.

## 12. Performance Warranties.

- (a) The Supplier represents and warrants that all the Products and/or Services will perform in accordance with the performance guarantees set out in, or attached to, the Purchase Order. The foregoing warranty lasts from the date the applicable Product and/or Service is delivered until the later of:
  - (i) for any Project involving an End User facility with a "substantial completion" date (howsoever such completion milestone is described), the date that is three (3) years after substantial completion is achieved by the Purchaser; and
  - (ii) in all other instances, until the date that is four (4) years after delivery of the Product or Service.
- (b) An annual performance test will be performed by the Purchaser (at a time and location nominated by the Purchaser) to assess whether the Product and/or Service satisfies the performance guarantee applicable to that Product or Service. Tests may be performed more frequently by the Purchaser if the performance of the Product and/or Service fails to satisfy the agreed levels. If any performance test conducted under this Contract demonstrates that the Product or Service is not satisfying the performance guarantees applicable to that Product or Service, the Supplier must repair or replace any underperforming Product or Service (as the case may be) at its cost within 20 days of notice of non-performance being provided to the Purchaser by the Supplier.
- (c) If, following the expiry of the 20 day period referred to in clause 12(b), the relevant Product or Service still does not satisfy the performance guarantee applicable to that Product or Service, the Supplier must pay to the Purchaser performance liquidated damages in the amount of 0.5% of the total Contract Price for each day until such date that the Product or Service satisfies the performance guarantee applicable to that Product or Service subject to a cap of fifteen percent (15%) of the total Contract Price. This clause 12(c) will apply to this Contract unless it is expressly stated not to apply in the Purchase Order.
- (d) The Purchaser and Supplier agree that:
  - (i) it is not possible to determine with precision the loss that the Purchaser will suffer and incur if any Product or Service under this Contract fails to achieve the performance guarantee applicable to that Product or Service under this Contract;
  - (ii) it is in the Parties' economic and other interests to agree in advance the damages payable to the Purchaser in such circumstances; and
  - (iii) the liquidated damages payable under this clause 12 are enforceable genuine pre-estimates of such loss.
- (e) The warranties set out in this clause 12 are freely assignable by the Purchaser to any End User or to any owner of the Project (if applicable), and in each case, to their successors and assigns. The Purchaser will be entitled to purchase an extension of the warranty

set forth above for up to seven additional one-year periods at the cost set forth in the Purchase Order by delivery of notice and Purchase Order at least 60 days prior to the end of the then-applicable warranty period.

## 13. Termination for Cause

- (a) The Purchaser may terminate this Contract immediately upon written notice to the Supplier if:
  - (i) the Supplier fails to perform any obligation under, or breaches any term of, this Contract;
  - (ii) the Supplier fails to proceed expeditiously with the delivery of any Product and/or performance of any Service (including any failure to comply with the Delivery Schedule);
  - (iii) the Supplier's aggregate liability for delay liquidated damages under clause 7(e) reaches that limit;
  - (iv) where applicable, the Supplier's aggregate liability for performance liquidated damages under clause 12(c) reaches that limit;
  - (v) any representation or warranty made by the Supplier under this Contract is inaccurate or incorrect;
  - (vi) the Supplier fails to effect and maintain any insurance as required by this Contract;
  - (vii) the Supplier fails to provide and maintain any performance security, bank guarantee or other credit support as required by the terms of this Contract;
  - (viii) the Supplier breaches any applicable law or regulation, including but not limited to any environmental or any workplace healthy and safety law; or
  - (ix) the Supplier becomes insolvent, ceases its business as a going concern, makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any applicable laws, now in existence or hereafter becoming effective, and, in the case of any such involuntary proceeding, that is not dismissed or stayed within 15 days after it is commenced,(each an "**Event of Default**").
- (b) In the event of any termination of the Contract by the Purchaser, the Purchaser reserves the right to, without prejudice to any other rights:
  - (i) refuse delivery of Products or performance of Services;
  - (ii) return to the Supplier any Products already delivered and recover from the Supplier all payments made for the Products and freight, storage, handling and other expenses the Purchaser incurs and, in such circumstances, the Purchaser will be relieved from liability for any future payments that may be owed to the Supplier under this Contract;
  - (iii) recover any payments made by the Purchaser to the Supplier for undelivered Products or for Services yet to be performed;
  - (iv) purchase replacement goods and services elsewhere and charge the Supplier for any resultant losses incurred by the Purchaser; and/or
  - (v) recover from the Supplier damages as if the Supplier had repudiated the Contract and the Purchaser has accepted that repudiation and elected to treat this Contract as at an end and recover damages.The Purchaser's rights under this clause 13(b) are in addition to and do not exclude or limit any other rights or remedies provided by law (including in respect of the termination of this Contract).
- (c) In addition to the Purchaser's right to terminate the Contract under clause 13(b), and during the period any Event of Default subsists and remains unremedied, the Purchaser may, by written notice to Supplier, suspend all or any part of the Contract until such Event of Default is cured. The Supplier is not entitled to any increase to the Contract Price or any extension to the time for performance (including any extension to a delivery date under the Delivery Schedule) during such period of suspension.

- (d) The termination of this Contract does not affect the Parties' rights or obligations under this Contract that accrued prior to the termination date. The termination of, or suspension of any obligations under, this Contract does not discharge or otherwise affect the Parties' rights and obligations that survive termination.

#### 14. Changes and Suspension without Cause.

- (a) The Purchaser reserves the right, by written notice to the Supplier, to reschedule any delivery or suspend this Contract at any time prior to shipment of a Product or prior to the provision of a Service. The Purchaser will not be subject to any charges for its direction to reschedule any delivery or suspend this Contract except for a reasonable storage fee that is equivalent to the Supplier's actual and properly documented expense in storing the Product during the suspension period in order to maintain the Products in a form which complies with the requirements of this Contract.
- (b) The Purchaser may cancel any part or all of a Purchaser Order for its own convenience on written notice to the Supplier. The Supplier must immediately stop, and cause its subcontractors to stop, all work related to that part of the Purchase Order which has been cancelled. Subject to the Purchaser receiving title and possession of such Products, Services and/or other goods, the Purchaser will pay the Supplier an amount equal to (i) the purchase price for Products and/or Services properly performed prior to the date of cancellation for which payment has not yet been received by the Supplier; and (ii) the Supplier's out-of-pocket costs for raw materials as at the date of cancellation to the extent such costs are properly apportionable to the cancelled portion of this Contract and, in each case in respect of items (i) and (ii), to the extent that such costs cannot be reasonably avoided and/or such raw materials cannot redeployed by the Supplier with respect to its third party arrangements. The Supplier will provide such supporting documentation as is reasonably required by the Purchaser to assess the amounts claimed by the Supplier. The amount payable by the Purchaser to the Supplier under this clause 14(b) is the Supplier's sole and exclusive remedy for such cancellation.

#### 15. Indemnity

- (a) To the fullest extent permitted by law, the Supplier must indemnify, defend and hold harmless the Purchaser and its Affiliates (and their respective employees, directors and officers) ("**Purchaser Indemnitees**"), against any claims, losses, costs, damages, judgments, penalties, and liabilities of any kind (including legal costs) (collectively, "**Losses**") to the extent arising out of, or in connection with, any of the following items:
- (i) personal injury (including death), property damage, or any other damage arising out of, or in connection with, an act or omission of the Supplier or any Defect in the Products and/or Services;
  - (ii) the Supplier's breach of this Contract or of any representation or warranty made by the Supplier to the Purchaser under this Contract;
  - (iii) the infringement of any third-party Intellectual Property Rights relating to the manufacture or supply of the Product and/or Services or the Purchaser's or the End User's use of the Products and/or Services;
  - (iv) any claim or challenge to Purchaser's title to the Products and/or Services (including any encumbrance or other security interest asserted or levied against the Purchaser, End User, the Products or Services);
  - (v) any failure of the Supplier to pay taxes or duties for which it is responsible in connection with this Contract;
  - (vi) breach of any applicable law or regulation by the Supplier; and
  - (vii) any grossly negligent or reckless act or omission or misconduct on the part of Supplier or the Supplier's subcontractors, employees, officers or personnel.
- (c) Notwithstanding the foregoing, the Supplier's liability to indemnify the Purchaser and the Purchaser's Indemnitees under this clause 15

will be proportionately reduced to the extent that the gross negligence or wilful misconduct of the Purchaser or a Purchaser Indemnitee (as applicable) caused or contributed to the Loss.

#### 16. Remedies and Limitation of Liability

- (a) All rights and remedies in this Contract are cumulative and are in addition to, and not in lieu of, rights and remedies provided at law or in equity.
- (b) To the extent permitted by law, notwithstanding any other provision in this Contract but subject to clause 16(d), the total liability of the Supplier to the Purchaser arising out of or in connection with this Contract (however arising, including for negligence) is in aggregate limited to an amount equal to 200% of the Contract Price.
- (c) To the extent permitted by law, despite any other provisions of this Contract but subject to clause 16(d), each Party will have no liability to the other Party arising out of or connection with this Contract for Excluded Loss.
- (d) A Party's liability in respect of the following is not limited by clause 16(b) (and a Party's liability for Excluded Loss in respect of the following is not excluded by clause 16(c)):
- (i) third party claims for which the Party indemnifies the other Party pursuant to clause 15;
  - (ii) for injury to, or illness or death of, any person;
  - (iii) to the extent the liable Party recovers insurance proceeds in respect of the liability under a policy of insurance required to be effected under this Contract, or would have recovered insurance process if it had complied with the Contract, complied with the insurance policy and had taken all reasonable steps to do so;
  - (iv) liability of the Supplier arising in relation to clause 10(e), 20, 21 or 22;
  - (v) the Supplier abandoning all or a substantial part of its obligations with respect to the delivery of the Products and/or Services;
  - (vi) fraud, criminal offence, gross negligence, wilful default or wilful misconduct of the Supplier; and
  - (vii) for the purposes of clause 16(c) only, the Supplier's liability for liquidated damages under clauses 7 or 12 of this Contract.

#### 17. Insurance

- (a) The Supplier must obtain and maintain policies providing the following insurance in the following amounts:
- (i) except where clause 17(a)(ii) applies, general liability insurance on an occurrence basis with a limit of indemnity of not less than USD\$15,000,000 for each and every occurrence;
  - (ii) if the Purchaser is Fluence Energy Pty Ltd, public and product liability insurance on an occurrence basis with a limit of indemnity of not less than USD\$15,000,000 for each and every occurrence and, in the case of product liability, no less than USD\$15,000,000 in the aggregate during any 12-month period of insurance;
  - (iii) workers' compensation and employer's indemnity insurance (referred to as employer's liability insurance in some jurisdictions) which complies with applicable laws, covering all claims and liabilities under any applicable law;
  - (iv) motor vehicle third party property damage insurance for all owned, hired or used vehicles with a limit of not less than USD\$15,000,000 per claim; and
  - (v) if the Contract requires the Supplier to provide professional services or advice, professional indemnity insurance of not less than USD\$10,000,000 per claim.
- All such policies must be in form and substance satisfactory to the Purchaser and effected with insurers with a minimum Standard & Poor's long term credit rating of A- (or equivalent rating with another recognized international rating agency).
- (b) The insurance policies referred to in clauses 17(a)(i), 17(a)(ii) and 17(a)(iv) must:

- (i) include the Purchaser's interest as an additional insured but only in respect of claims for property damage and bodily injury arising out of any act, omission or default on the part of the Supplier;
  - (ii) cover the Supplier's liability to the Purchaser for loss or damage to property and the death of, or injury to, any person; and
  - (iii) include a waiver of subrogation clause in favour of the Purchaser.
- (c) All insurance required under this Contract must be primary as respects to any claims or liabilities and any insurance maintained by Purchaser must be excess and non-contributing. Within 10 days of the date of the Purchase Order, the Supplier will submit a certificate of insurance for the required insurance coverage. A renewal certificate must be provided prior to the expiration of any required insurance coverage.

#### 18. Subcontracting

- (a) The Supplier may procure the services of such subcontractors as in the Supplier's reasonable judgment may be necessary to complete the Supplier's obligations under this Contract, provided that:
- (i) no such engagement will relieve the Supplier of any of its obligations or liabilities under this Contract; and
  - (ii) all subcontractors which are key subcontractors (as determined by the Purchaser) must be approved in writing by the Purchaser prior to such subcontractor being engaged (such approval not to be unreasonably withheld).
- (b) The Supplier will be solely responsible for the acts or omissions of its subcontractors. Nothing in the Contract will be construed to impose on the Purchaser any obligation or liability to a subcontractor. No subcontractor will be deemed a third-party beneficiary of the Contract. Notwithstanding the foregoing, each subcontract entered into by the Supplier must contain a provision that, if this Contract is terminated, would allow the assignment and/or transfer of such subcontract to the Purchaser or its nominee on demand by the Purchaser.

#### 19. Performance Security

- (a) Within 10 days of the date the Purchase Order, and as a precondition to any payment under this Contract, the Supplier must provide to the Purchaser an unconditional on demand bank guarantee in the currency in which the Contract Price is paid (or, where there is multiple currencies, in the currency nominated by the Purchaser) from an Acceptable Security Provider in form and substance reasonably acceptable to the Purchaser, for an amount equal to fifteen percent (15%) of the Contract Price (the "**Performance Security**"). The Performance Security will be reduced to five percent (5%) of the Contract Price upon the Supplier's achievement of Product/Service Final Completion.
- (b) The Performance Security must have no expiry date or an expiry date that is at least three months after the Performance Security is reasonably expected to be returned under this clause 19. The Supplier must maintain the Performance Security for the duration of the General Warranty Period (as extended in accordance with clause 10(f)).
- (c) The Purchaser may make a demand (without notice to the Supplier) under, and use the proceeds of any Performance Security in respect of:
- (i) any amount due and payable, or which the Purchaser reasonably and in good faith believes is due and payable, by the Supplier to the Purchaser under or in connection with this Contract that remains unpaid (including any amount which arises following the termination of this Contract); and
  - (ii) any loss suffered or incurred by the Purchaser for which the Purchaser reasonably believes the Supplier is liable as a result of a breach of this Contract or negligence.

- (d) The Supplier must replace, or extend the expiry date of, Performance Security that the Purchaser is entitled to hold under this clause 19:
  - (i) at least 30 days before the Performance Security expires; and
  - (ii) within 10 days after written request by the Purchaser if the issuer of the Performance Security no longer satisfies the requirements of an Acceptable Security Provider.
- (e) If the Supplier does not replace any Performance Security as required by clause 19(d), the Purchaser may, without any notice to the Supplier, make a demand for the full amount of the Performance Security to be replaced and hold the proceeds on the basis that the Performance Security to be replaced was held under this Contract.
- (f) The Supplier covenants that it will not take any steps (including commencing proceedings or seeking an injunction or declaration) to prevent the issuer of a Performance Security paying a demand made by the Purchaser.

#### 20. Confidentiality and publicity

- (a) The Parties agree not to disclose Confidential Information to any third parties without the prior written consent of the other Party. Notwithstanding this, a Party may provide the other Party's Confidential Information:
- (i) to its officers, directors, members, managers, employees, agents, counsel, contractors, consultants, and Affiliates, in each case whose access is reasonably necessary for such Party to perform its obligations under this Contract;
  - (ii) pursuant to the order of any court or governmental authority of competent jurisdiction or the applicable legal requirements of a recognized stock exchange;
  - (iii) in respect of the Purchaser, to the End User and its Affiliates; provided that:
  - (iv) in respect of clauses 20(a)(i) and (iii), any such person is bound by a written agreement or legal obligation restricting the use and disclosure of such Confidential Information at least as restrictive as provided in this clause;
  - (v) in respect of clause 20(a)(ii), the Recipient must first notify the Discloser in writing of any such disclosure obligation, including the timing of such obligation and, if practicable, afford such Party a commercially reasonable opportunity to seek a protective order relating to any such disclosure, and the Recipient must only furnish only that portion of the Confidential Information that it is legally required to disclose; and
  - (vi) notwithstanding anything to the contrary contained herein, in the case where the Supplier is the Recipient, the Supplier must not disclose any Confidential Information to any of the Purchaser's Competitors.
- (b) Except as required by law or the requirements of any recognized stock exchange, neither Party will use the name, image, or likeness of the other Party, its representatives, or its facilities or other property (including any pictures or video in the possession of either Party), in connection with any marketing or publicity, in any media or public forum without the prior written approval of the other Party.

#### 21. Intellectual Property

- (a) The copies and other tangible embodiments of any work, data, documents and other material prepared by or on behalf of Purchaser, Supplier, and any of their respective employees, consultants, and agents in connection with this Contract, including, without limitation, all draft and complete work products (collectively, the "**Work Product**") will become the exclusive property of Purchaser. To the greatest extent possible, any Work Product and all Intellectual Property Rights created by the Supplier in the course of, or in connection with, Supplier's work hereunder belongs solely to the Purchaser, and without limiting the generality of the foregoing statement will be deemed to be a "work made for hire" (as defined in the United States Copyright Act, 17 U.S.C.A. §101

et seq., as amended) and owned exclusively by the Purchaser. The Supplier hereby unconditionally and irrevocably transfers and assigns to the Purchaser all right, title and interest in or to any Work Product and all Intellectual Property Rights created by the Supplier in the course of, or in connection with, the Supplier's work hereunder. Upon the Purchaser's request, the Supplier must execute and deliver such instruments of assignment and transfer as the Purchaser may request to give full force and effect to the Purchaser's ownership rights in such intellectual property and Work Product.

- (b) The Supplier represents and warrants that:
  - (i) the Products and Services (and their use or receipt of by the Purchaser and/or End User) will not infringe any patent, trademark, service mark, trade secret, copyright, moral right, proprietary right or other Intellectual Property Right of any third party;
  - (ii) it is entitled to grant the licences and rights under clause 21(a);
  - (iii) the Purchaser's (and End User's) proposed use of the Products and/or Services (as applicable) will not breach any applicable law or regulation.
- (c) As between the Parties, all Intellectual Property Rights conceived, owned or created by the Purchaser or its Affiliates will be owned by the Purchaser, and will remain owned and/or controlled by the Purchaser (the "**Purchaser IP**"). Without limiting this clause 21(c), the Purchaser hereby grants to the Supplier a non-exclusive, non-transferable, non-sublicensable license to use any Purchaser IP contained in any information provided to the Supplier by the Purchaser solely in connection with the Supplier performing its obligations under this Contract.

## **22. Compliance**

- (a) The Supplier agrees to comply with the principles and requirements of Purchaser's 'Supplier Code of Conduct' and related provisions included in Exhibit A. The 'Supplier Code of Conduct' may be revised and updated from time to time.
- (b) The Supplier must comply (and ensure its suppliers comply) with all laws relating to modern slavery including the Modern Slavery Laws. The Supplier warrants that it does not and will not, and will ensure that its suppliers and subcontractors do not, engage in modern slavery.
- (c) The Supplier represents and warrants to the Purchaser that the Supplier and its subcontractors have not and will not (in connection with the Contract) engage in any activity or practice which would constitute an offence under, or which will or may cause the Purchaser or its Affiliates to be in breach of, any Anti-Corruption Laws.

## **23. Miscellaneous**

- (a) This Contract may not be added to, modified, superseded or otherwise altered without the written consent of both the Supplier and the Purchaser, and any terms or conditions contained in any communication of the Supplier or the Purchaser (whether in an invoice, shrink-wrap or any other form) that are inconsistent with, or add to, this Contract, have no force or effect.
- (b) Any waiver by the Purchaser of any provision of this Contract will not be valid unless it is in writing and signed by an authorized signatory of the Purchaser and a waiver by either Party of any provision of this Contract will not be construed as a waiver of any succeeding breach thereof or any other provision of this Contract.
- (c) The Supplier is providing the Products and/or Services as an independent contractor.
- (d) If any provision of this Contract is for any reason declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Contract. In such event, the Parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the Parties to the maximum extent possible in accordance with applicable law.

- (e) Any notice made pursuant to the terms of this Contract must be in writing and be delivered personally, sent by certified mail (return receipt requested), sent by a recognized overnight mail or courier service (with delivery receipt requested) or sent by electronic mail to the individuals named in the Purchase Order or notified in writing by a Party from time to time.
- (f) The Supplier must not assign, transfer, pledge or delegate any rights, obligations or duties under this Contract without the prior written consent of the Purchaser.
- (g) All representations and warranties of the Supplier set out in this Contract will be binding upon the Supplier and its successors and assigns and will inure to the benefit of the Purchaser, its successors and assigns, and all persons (including the End User) to whom the Products and/or Services may be resold or loaned.
- (h) All representations and warranties of the Purchaser set out in this Contract will be binding upon Purchaser and its successors and assigns and will inure to the benefit of Supplier, its successors and assigns.
- (i) This Contract (including any material expressly incorporated by reference) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

## **24. Disputes**

- (a) If a Dispute arises then either Party may issue a formal written notice the other Party to have the Dispute resolved in accordance with this clause ("**Dispute Notice**").
- (b) Each Party must ensure that a senior representative from that Party with authority to settle the Dispute meets (whether by video conference or in person) within 10 Business Days of receipt of the Dispute Notice, acting in good faith, to seek to resolve the Dispute that is the subject of the Dispute Notice.
- (c) If a Dispute is not resolved within 15 Business Days after referral to senior representatives under clause (i)(b), either Party may, by written notice to the other Party, refer the Dispute to be resolved by arbitration administered by:
  - (i) where the Purchaser is Fluence Energy Pty Ltd, the Australian Centre for International Commercial Arbitration governed by the Australian Centre for International Commercial Arbitration rules then in effect; and
  - (ii) in all other instances, the Singapore International Arbitration Centre and governed by the SIAC Rules then in effect.
- (d) The number of arbitrators will be one. The language of arbitration is English. The seat of the arbitration will be Melbourne, Victoria (where clause (i)(c)(i) applies) and Singapore in all other instances, or such other place as the Parties and the arbitrator may agree.
- (e) Notwithstanding the existence of any dispute, the Parties must continue to perform their respective obligations that are not in dispute under this Contract unless the Parties otherwise mutually agree in writing.

## **25. Governing Law**

This Contract is governed by the laws of the Relevant Jurisdiction.

## **26. Survival**

- (a) The following provisions survive expiry or termination of this Contract:
  - (i) clauses 1, 7, 9-17 (inclusive) and 19-27 (inclusive); and
  - (ii) any other obligations that are expressed to, or by their nature, survive expiry or termination of this Contract.
- (b) The provisions of this Contract survive expiry or termination of this Contract to the extent necessary to give effect to this clause 26.

## **27. Definitions**

Capitalized terms not defined below have the meaning set forth in the Purchase Order:

**Acceptable Security Provider** means a bank (or other financial institution expressly approved by the Purchaser):

- (i) with a long-term Standard & Poor's rating of at least A- (or equivalent credit rating with another recognized international rating agency); and
- (ii) with an office located in Melbourne or Sydney, Australia (where the Purchaser is Fluence Energy Pty Ltd) and, for all other Purchasers, Singapore where a demand may be presented.

**Affiliate** means, with respect to a specified person, any other person that directly, or indirectly through one or more intermediaries, controls, is under common control with, or is controlled by such specified person. "Control" as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by contract or otherwise.

**Anti-Corruption Laws** means all applicable laws, rules, decrees and orders relating to anti-bribery, anti-corruption, anti-money laundering and anti-terrorism, including the laws of Australia (including the Criminal Code Act 1995 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)) and, to the extent they purport to have applicable extra-territorial operation, the laws of the United Kingdom and the laws of the United States of America (including the Anti-Terrorism, Crime and Security Act 2001 (UK), the Bribery Act 2010 (UK), the Foreign Corrupt Practices Act 1977 (US)).

**Confidential Information** means information, ideas or materials of a confidential or proprietary nature, including such information, ideas or materials, now or hereafter owned by or otherwise in the possession or control of, or otherwise relating to, one Party or any of its Affiliates, including proprietary or non-public information concerning such Party's or its Affiliates' business, operations, financial condition, projections, or assets, historical information, inventions, business or trade secrets, know-how, techniques, data, reports, drawings, specifications, blueprints, flow sheets, designs, or engineering, construction, environmental, operations, marketing or other information, disclosed by the Disclosing Party to the Recipient or any of its Affiliates or any of their respective directors, employees or agents. Confidential Information does not include any information that: (i) is readily available to the public on the date hereof or becomes readily available to the public other than through the fault or negligence of the Recipient; (ii) is lawfully obtained by the Recipient from a third party without breach of this Contract and otherwise not in violation of the Discloser's rights or any other confidentiality restrictions; (iii) is known to the Recipient at the time of disclosure as shown by its written records in existence at the time of disclosure; or (iv) is independently developed by the Recipient, provided the Recipient can demonstrate that it did so without making any use of any Confidential Information or other information that the Discloser disclosed in confidence to any third party.

**Contract Price** has the meaning given in clause 4(a) (as may be adjusted in accordance with the express terms of this Contract).

**Defect** means (i) a defect, error, deficiency, non-conformity, omission, fault, failure, shrinkage, subsidence, malfunction or irregularity in the Products or the Services (as applicable); or (ii) any other aspect in, or of, the Product or the Services (as applicable) which does not comply with the requirements of this Contract.

**Delivery Point** has the meaning given in clause 7(b).

**Delivery Schedule** has the meaning given in clause 7(a) (as may be adjusted in accordance with the express terms of this Contract).

**Discloser** means the Party disclosing Confidential Information.

**Dispute** means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract or the performance of it.

**Dispute Notice** has the meaning given in clause 24(i)(a).

**End User** means any customer of the Purchaser or any end user of the Products and/or Services.

**Event of Default** has the meaning given in clause 13(a).

**Excluded Loss** means any of the following (i) Loss not arising naturally according to the usual course of things; (ii) loss of production, use, business or revenue; (iii) loss of good will or damage to reputation; (iv) loss of anticipated profit, profit or the opportunity to earn profit; and (v) costs of capital and financing costs.

**General Terms** means these General Terms and Conditions.

**General Warranty Period** has the meaning given in clause 10(a).

**Intellectual Property Rights** means all licenses, trade secrets, know-how, copyrights, patents, service marks, trade names, trademarks, franchises, permits, proprietary information, technology and other intellectual property related to the Products or Services or otherwise necessary for the provision of Products and/or Service or the ownership and maintenance of the Product or Project, including all Product or Project-related documents, models, computer drawings and other electronic expressions, photographs and other expressions.

**Loss or Losses** has the meaning given in clause 15(a).

**Modern Slavery Law** means all applicable laws applying to the Purchaser or Supplier in relation to the combating of modern slavery including the Modern Slavery Act (UK), the Modern Slavery Act 2018 (NSW), the Modern Slavery Act 2018 (Cth), and associated regulations, or any substantially equivalent legislation and regulations applicable to the Purchaser or Supplier.

**Performance Security** has the meaning given in clause 19(a).

**Product/Service Final Completion** means when each of the following matters have been satisfied: (i) Product/Service Substantial Completion has occurred; (ii) the Supplier has completed the punch list as to all remaining work to be completed in connection with the Products and/or Services; and (iii) the Supplier has satisfied any other obligations with respect to Product/Service Final Completion as set out in the Purchase Order (as applicable).

**Product/Service Substantial Completion** means when each of the following matters have been satisfied: (i) where the Purchase Order includes the requirement for the Purchaser to install and/or commission the Product(s), the Purchaser has completed the installation and commissioning of the Products in the End User's Project; (ii) the Products and/or Services are able to function for their intended purpose and have demonstrated compliance with all performance standards and the specifications pursuant to all applicable acceptance tests; (iii) the Supplier has paid all liquidated damages payable pursuant to this Contract; (iv) the Purchaser has received all applicable lien waivers from the Supplier and all subcontractors; (v) the Supplier and the Purchaser have agreed on a punch list as to all remaining work to be completed in connection with the Products and/or Services; (vi) the Supplier has delivered all spare parts and other documentation in accordance with the requirements of the Purchase Order and this Contract; (vii) the Supplier has satisfied any other obligations with respect to Product/Service Substantial Completion as set out in the Purchase Order (as applicable).

**Purchaser** means Fluence Energy, LLC, Fluence Energy, Inc, Fluence Energy Pty Ltd, Fluence Energy Singapore Pte Ltd, Fluence Energy Taiwan Ltd, Fluence BESS India Pte Ltd or Fluence Energy Inc (Philippines), or any other subsidiary (whether direct or indirect) of Fluence Energy, LLC that issues the applicable Purchase Order.

**Project** means the proposed project where the Products and/or Services will be provided as identified by the Purchaser to the Supplier (including by reference in the Purchase Order).

**Purchaser Indemnatee** has the meaning given in clause 15(a).

**Purchaser's Competitor** means any person or legal entity (other than the Purchaser or its Affiliates, The AES Company and Siemens AG and their respective subsidiaries and affiliates, and the Recipient) engaged in the design, development, manufacturing, financing, sale, implementation, operation, monitoring, maintenance or ownership of battery-based energy storage products, equipment or facilities and/or the development and deployment of software solutions relating to the operation and utilization of such products..

**Recipient** means the Party receiving Confidential Information.



**Relevant Jurisdiction** means:

- (a) if the Purchaser is Fluence Energy Pty Ltd, Victoria, Australia; and
- (b) in respect of any other Purchaser, Singapore.

**Serial Defect** means if more than five percent (5%) of the Products or a component in the Products (or, where a different threshold is specified in the Purchaser Order, the number or proportion specified in the Purchase Order) supplied under a single Purchase Order show the same or similar Defect.

**Work Product** has the meaning given in clause 21(a).

## **Exhibit A - Code of Conduct for Fluence Suppliers and Third-Party Intermediaries**

This Code of Conduct defines the basic requirements placed on Fluence' suppliers and third-party intermediaries concerning their responsibilities towards their stakeholders and the environment. Fluence reserves the right to reasonably change the requirements of this Code of Conduct due to changes in the Fluence Compliance Program. In such event, Fluence expects the supplier to accept such reasonable changes.

The supplier and/or third-party intermediary declares herewith:

- Legal compliance
  - to comply with the laws of the applicable legal systems.
- Prohibition of corruption and bribery
  - to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
- Fair competition, anti-trust laws and intellectual property rights
  - to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
  - to respect the intellectual property rights of others.
- Conflicts of interest
  - to avoid all conflicts of interest that may adversely influence business relationships.
- Respect for the basic human rights of employees
  - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - to respect the personal dignity, privacy and rights of each individual;
  - to refuse to employ or make anyone work against his will;
  - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - to comply with the maximum number of working hours laid down in the Applicable Laws;
  - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor
  - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- Health and safety of employees
  - to take responsibility for the health and safety of its employees;
  - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - to provide training and ensure that employees are educated in health and safety issues;
  - to set up or use a reasonable occupational health and safety management system.
- Environmental protection
  - to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - to minimize environmental pollution and make continuous improvements in environmental protection;
  - to set up or use a reasonable environmental management system.
- Supply chain
  - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
  - to comply with the principles of non-discrimination with regards to supplier selection and treatment.
- Conflict minerals
  - to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights.