

**Hyster-Yale Materials Handling, Inc. (“HYMH”)
PURCHASE ORDER TERMS AND CONDITIONS
(Europe, Middle East & Africa)**

1. Acceptance. This order is deemed accepted by Supplier if not rejected in writing within five days of the order date or if Supplier commences service under this order. Acceptance is limited to the order and these Purchase Order Terms and Conditions (together, the “Agreement”) and the Agreement supersedes all prior communications, representations, or orders whether oral or written with respect to the goods or services. This Agreement, with any attachments, Continuous Improvement Agreement(s), the Supplier Quality Manual, the Supplier Expectations Manual, the Code of Conduct for Business Partners, any other HYMH policies and/or procedures that are communicated to the Supplier, and any non-disclosure agreement which shall apply and survive under its own terms constitute the entire agreement of the parties. No waiver, modification or additions to this Agreement shall be valid unless in writing signed by the parties. HYMH rejects any terms and conditions preprinted, referenced or linked to on Supplier issued documents.
2. Prices. HYMH shall not be billed at prices higher than those stated on this order. Unless otherwise specified, the price includes all charges for packing, hauling, storage and transportation to point of delivery. The price stated includes all taxes except state or local sales or use tax or similar taxes, which Supplier is required by law to collect from HYMH. Taxes, if any, shall be separately stated in Supplier’s invoice and paid by HYMH unless an exemption is available. Supplier agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.
3. Delivery. Substitutions will not be accepted. The goods must be shipped by the date requested but may not be shipped more than one week in advance. HYMH shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may be returned to Supplier, or held for disposition, in each case at Supplier’s expense and risk. Supplier’s invoice shall describe the items, state the purchase order number and HYMH shall upon request be provided with the original bill of lading or other shipping receipt.
4. Changes. HYMH may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging of any goods at any time. If changes result in an increase or decrease in cost, an equitable adjustment of price and delivery schedules may be made, or HYMH may, at its option, terminate the order if agreement on an adjustment cannot be reached. Claims for any adjustment must be made by Supplier within ten days of the change order.
5. Warranties. Supplier warrants that the goods will conform to HYMH specifications, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. Supplier warrants that the services will be performed in a good and workmanlike manner. These warranties shall be in addition to all other warranties, express, implied or statutory and shall run to HYMH and its customers.
6. Inspection Tests and Reviews. Supplier agrees to permit access to Supplier’s facilities at all reasonable times for inspection of goods by HYMH’s agents or employees and will provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to HYMH. Goods are subject to final inspection and acceptance by Customer after delivery to HYMH. If HYMH’s representatives review drawings, specifications, samples or the goods it shall not relieve Supplier of any responsibility for the performance or any other requirements of this Agreement and shall not constitute acceptance. If the goods delivered do not meet the specifications or otherwise do not conform with the requirements of this Agreement, HYMH has the right to reject the goods. Goods which have been delivered and rejected in whole or in part may be returned to Supplier or held for disposition, in each case at Supplier’s risk and expense.
7. Audits. HYMH or its representatives will have the right, but not the obligation to examine Supplier’s records for the purpose of determining compliance with this Agreement. HYMH or its representatives will provide reasonable notice to Supplier. HYMH will bear all costs of audit.
8. Private Labeling. At HYMH’s request and at no additional cost to HYMH, the goods will be packaged by Supplier using the name(s), addresses and/or artwork provided by HYMH, as may be modified from time to time by HYMH (“Private Label”). Supplier’s name, address or part number shall not appear on any labeling or packaging except to the extent required by law, as otherwise agreed in writing by the parties, or as set forth in Section 9 below. HYMH will provide the proposed labeling to Supplier for review and approval. Supplier may not use the Private Label except as specifically provided in this Agreement and only for goods sold to HYMH.
9. Labeling Requirements and Substance Compliance. Supplier is solely responsible for compliance with all labeling regulations for the goods and for advising HYMH of the same. Supplier hereby warrants and represents that it and the goods are and shall remain in compliance with all applicable labelling, substance compliance and chemical regulation laws and any implementing legislation, including but not limited to compliance with any Globally Harmonized System of Classification, OSHA regulations, Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (“REACH”), the European Union’s Restrictions on Hazardous Substances, and the U.S. Toxic Substances Control Act, 40 CFR 82, subpart E (the Labeling of Products Using Ozone-Depleting Substances), in addition to any substance or chemical compliance related policies provided by HYMH.
10. HYMH’s Property. Title to and right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or materials furnished or paid for by HYMH (“HYMH Property”) shall remain in HYMH. No articles made therefrom shall be furnished by Supplier to any other party without HYMH’s prior written consent. Supplier may not use HYMHs property for any purpose outside the scope of HYMH’s orders. Supplier shall keep adequate records of such HYMH Property, which shall be made available to HYMH upon request, and shall store, protect, preserve, repair and maintain such HYMH Property in accordance with sound industrial practice, all at Supplier’s expense. Unless otherwise agreed to by HYMH in writing, Supplier shall insure HYMH’s interest in such HYMH Property against all risks of theft, loss or damage (including extended coverage). Copies of certificates of insurance evidencing this coverage will be furnished to HYMH on demand. In each case, at HYMH’s request and Supplier’s expense, (i) in the event that HYMH Property becomes lost or damaged Supplier agrees to pay for or replace the HYMH Property and (ii) Supplier shall return the HYMH Property. Supplier acknowledges that HYMH owns all intellectual property and other rights in HYMH Property and in all articles made therefrom or related thereto.

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11. Confidentiality of HYMH Information. Any information (written, oral, or observed) received by Supplier, or any person working on behalf of Supplier, while providing goods or services to HYMH (“Supplier Representatives”) will be deemed to be “Confidential Information”. This information may only be used to provide goods or services under this Agreement and may not be revealed to any third parties without the prior written consent of HYMH. Any proprietary information concerning HYMH, its products, data, or manufacturing processes disclosed to Supplier shall remain the property of HYMH and shall be returned upon request. Supplier and any Supplier Representatives assigned to perform services for HYMH, shall, upon request of HYMH, execute a Non-Disclosure Agreement in a format satisfactory to HYMH.
12. Use of Supplier Information. Supplier agrees that all information furnished or disclosed to HYMH by Supplier or a Supplier Representative in connection with this order is not, unless otherwise agreed to by HYMH in writing, confidential or proprietary and HYMH may freely use such information.
13. Advertisements. Supplier shall not disclose the existence or any details of this Agreement without HYMH's prior written consent.
14. Default - Cancellation. HYMH reserves the right, by written notice of default, to cancel this order, without liability to Supplier, if any of the following occur: insolvency of Supplier, the filing of a voluntary petition in bankruptcy by Supplier, the filing of an involuntary petition to have Supplier declared bankrupt, the appointment of a Receiver or Trustee for Supplier, or the execution by Supplier of an assignment for the benefit of creditors. If Supplier breaches any of the terms of this Agreement, HYMH reserves the right, without liability to Supplier, to (i) cancel this order in whole or in part, and Supplier shall be liable to HYMH for all damages, losses and liability incurred by HYMH resulting from Supplier's breach, or (ii) obtain the goods or services ordered from another source and charge Supplier the cost of cover. HYMH's remedies are cumulative and in addition to any other remedies provided at law or in equity.
15. Termination for Convenience. HYMH may terminate this order for its convenience on 30 days' notice. If HYMH terminates this order for convenience, Supplier shall be compensated for all approved expenses incurred prior to the date of termination.
16. Force Majeure. Neither party shall be liable for defaults or delays if a party's failure to perform is caused by war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, prolonged shortage of energy supplies, pandemic or epidemic, or acts of state or governmental action (but specifically excluding labor and union-related activities with respect to a party's or a party's agents' workforce, failures of a party's agents, and inability to obtain supplies) (a “Force Majeure Event”), and such non-performance, default or delay could not have been prevented by reasonable precautions undertaken by the party claiming a Force Majeure Event. The party claiming the Force Majeure Event will provide written notice of the delay within five days and outline the cause and anticipated duration of the delay.
17. Government Procurement Provisions; Legal Compliance. Supplier shall refrain from engaging in any illegal, unethical, or deceptive practices and shall at all times fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of goods ordered, and, upon request, Supplier shall furnish HYMH with certificates of compliance with such laws, rules, regulations, and orders, including, but not limited to:
- 17.1. Fair Labor Standards Act Compliance: Supplier agrees and certifies that the goods to be manufactured or furnished hereunder have been or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Federal Fair Labor Standards Act, as amended, and those regulations and orders of the U. S. Department of Labor issued under Section 14 thereof;
- 17.2. FAR and DFARS Compliance: Supplier agrees to comply with the Federal Acquisition Regulation (“FAR”) clauses, FAR agency supplemental clauses, and Department of Defense FAR Supplemental (“DFARS”) clauses provided at <http://www.hyster-yale.com> in the Supplier Resources area of the About Hyster-Yale Materials Handling section. The FAR clauses, FAR agency supplemental clauses, and DFARS clauses are incorporated herein by reference and apply to this Agreement with the same force and effect as if the text of the clauses is fully set forth herein. Supplier acknowledges that HYMH may be required by its U.S. Government prime contract or subcontract to include additional FAR, DFARS, or other agency supplemental clauses in this Agreement. Supplier shall comply with any such additional clauses identified by HYMH.
- 17.3. Substitutions for the FAR/DFARS: For purposes of this Agreement, the FAR clauses, FAR agency supplemental clauses, and DFARS clauses will operate, impose the obligations and responsibilities of the parties, and be interpreted as if “Government” means “HYMH,” “Contracting Officer” means HYMH's Division Buyer, “Contract” means this “Agreement,” “Offeror” means “Supplier,” “Contractor” means “Supplier,” and “Disputes clause” means the dispute resolution clause set forth in this Agreement. Supplier will also include the FAR clauses, FAR agency supplemental clauses, and DFARS clauses into each lower-tier subcontract it issues, as applicable.
- 17.4. **HYMH is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. Supplier shall include this paragraph in each lower-tier subcontract it issues.**
- 17.5. Additional Clauses Applicable to U.S. Suppliers. If Supplier is based in or produces goods in or performs services in the United States, Puerto Rico, the northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, the following additional provisions apply:

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17.5.1.1. Without limiting Supplier’s obligations under Sections 17.1-17.3 above, Supplier agrees to comply with:

- i. the Procurement Integrity Act (41 U.S.C. § 423) and associated regulations in the FAR (currently at FAR 3.104),
- ii. the Anti-Kickback Act (41 U.S.C. §§ 51-58) and associated regulations in the FAR (currently at FAR 3.502),
- iii. the prohibitions on bribery and gratuities set forth in 18 U.S.C. § 201 and associated regulations in the FAR (currently at FAR Subpart 3.2),
- iv. the Organizational and Consultant Conflicts of Interest prohibitions and requirements in the FAR (currently at Subpart FAR 9.5), and
- v. the independent pricing requirements in the FAR (currently at FAR 3.103).

17.5.2. Occupational Safety and Health Act: Supplier hereby certifies that the goods meet or exceed all applicable requirements of the occupational safety and health standards adopted pursuant to the Williams- Steiger Occupational Safety and Health Act of 1970 and that the use by HYMH and its customers of the goods, if used by any of them in the manner prescribed in such standards, will not cause HYMH or its customers to be in violation of such standards.

17.5.3. Environmental Compliance: With respect to transactions under this Agreement and facilities of Supplier to which U.S. Executive Order 11738 applies, Supplier certifies: (i) no facility used by Supplier, in the performance of this Agreement is included on the U.S. Environmental Protection Agency (“EPA”) list of violating facilities, and (ii) prompt written notification shall be given by Supplier to HYMH of any communication indicating that any facility is under consideration to be included on or has been placed on the EPA list of violating facilities.

18. Anti-Bribery and International Trade. (a) Supplier shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Supplier conducts business (collectively “Anti-Corruption Laws”). Supplier acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Supplier shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively “Anti-Money Laundering Laws”). (c) Supplier will comply with all applicable export and re-export control laws and regulations and trade sanctions laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and trade and economic sanctions regulations maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC) or the

Department of State’s Office of Economic Sanctions Policy and Implementation, and any export controls or economic sanctions maintained by the European Union, any European Member State, the United Kingdom, or any other government worldwide. Supplier represents and warrants that neither Supplier nor any of its directors, officers, key employees (including senior management), agents, shareholders or persons who have a controlling interest in Supplier are (i) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the OFAC List of Specially Designated Nationals and Other Blocked Persons (including terrorists and Weapons of Mass Destruction proliferators), U.S. State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission or the Consolidated List of Financial Sanctions Targets in the UK maintained by Her Majesty’s Treasury, in force from time to time, or (ii) directly or indirectly owned or controlled by or acting on behalf or at the direction of such persons (together “Restricted Persons”). Supplier will notify HYMH in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties of this Section 18 incorrect. Supplier will not import, source or purchase any goods or services, in whole or in part, directly or indirectly from (i) countries or territories subject to comprehensive U.S. sanctions, which currently includes: Crimea, Donetsk, Luhansk, Cuba, Iran, North Korea, Russia, and Syria, but subject to change at any time; (ii) individuals and entities subject to targeted U.S. sanctions; or (iii) Restricted Persons. The requirements referred to in the foregoing clause (c) are referred to as “Trade Compliance Laws”. (d) Each of the foregoing restrictions and compliance obligations with respect to Anti-Corruption Laws, Anti- Money Laundering Laws, and Trade Compliance Laws shall be in addition to any other restrictions or obligations on the Supplier’s or HYMH’s sale or transfer of the goods or services that may exist in any separate written agreement between the Supplier and the HYMH and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the U.S. government to consent to such sale or transfer. Supplier shall indemnify and hold HYMH and its parent, subsidiaries and other affiliates and their officers, directors, employees, representatives, and agents, harmless from and against any and all Claims (including costs of investigation of potential export controls or economic sanctions violations) that may arise as a result of Supplier’s or its Supplier Third Parties’ breach of any of the provisions within this Section 18, Section 19, Section 20, and Section 21.

19. Forced Labor and Human Rights. If Supplier is providing goods under this order, Supplier shall not, and shall ensure that its suppliers, sub-suppliers, subcontractors, and other business partners (“Supplier Third Parties”) do not, use any form of convict, indentured, or forced labor, including forced or indentured child labor (“Forced Labor”) at any stage of the production or manufacturing process for the goods or any components of the goods. Additionally, by providing goods to HYMH, Supplier certifies that Forced Labor was not used at any stage to produce or manufacture the goods or any components of the goods. Supplier shall maintain effective procedures, internal controls and audit procedures necessary to comply with this

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Section 19 and represents and warrants that it is in compliance with all laws and HYMH policies concerning Forced Labor and human rights including, but not limited to, (i) the U.K. Modern Slavery Act 2015, (ii) the Trade Facilitation and Trade Enforcement Act of 2015 (TFTEA), (iii) HYMH’s Forced Labor Statement, (iv) HYMH’s Code of Conduct for Business Partners, and (v) HYMH’s Human Rights Policy. HYMH’s Forced Labor Statement, Code of Conduct for Business Partners, and Human Rights Policy are available at www.hyster-yale.com in the Suppliers and Corporate Responsibility sections of the website.

20. **Other Compliance Requirements.** (a) Supplier certifies that the goods will not contain (i) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or (ii) any minerals or other resources that if included in the goods would trigger a violation of U.S. Executive Order 13671. Supplier will complete the Conflict Mineral Reporting Template to Company on or before March 31 each year and comply with all reporting instructions and due dates as provided by Company. (b) Supplier acknowledges and agrees that the HYMH shall not accept, and Supplier shall not supply, any goods which are imported or purchased from Russia or contain Russian originated steel and/or iron and further certifies that should any goods feature on Annex XVII (EU) or Schedule/3B (UK GOV), that such goods do not contain any Russian originated steel or iron. (c) Supplier agrees at all times to comply with applicable data protection laws in connection with its obligations to HYMH and its performance under this Agreement. If Supplier collects, processes or controls personal data on behalf of HYMH, it must also comply with HYMH’s data protection policies, including any applicable data protection addendum or agreement. Supplier represents and warrants that it (and any third party engaged by Supplier that has access to HYMH’s Confidential Information) (i) has implemented industry-standard cybersecurity and data protection practices, including encryption for sensitive data transmission and storage, to safeguard HYMH’s Confidential Information, and (ii) conducts regular cybersecurity risk assessments and promptly implements corrective actions for identified vulnerabilities. In the event of a cybersecurity incident or suspected incident (a “Cyber Event”), Supplier shall inform HYMH within 24 hours of detection, providing comprehensive details about the Cyber Event’s scope and impact, including to HYMH’s Confidential Information. Supplier agrees to cooperate with HYMH in connection with HYMH’s own incident response or investigation related to such Cyber Event. (d) Supplier shall ensure that any person with whom Supplier is associated in the performance of this Agreement is informed about and, as applicable, shall comply with the requirements of Sections 18-21, and Supplier will be directly liable to HYMH for any failure to inform such persons of such requirements and any such persons failure to comply. Supplier acknowledges that HYMH is subject to various laws, which impose compliance obligations on HYMH and which require HYMH to impose certain obligations on its suppliers (“Supply Chain Compliance Requirements”). Supplier acknowledges that Supply Chain Compliance Requirements may require HYMH to, among other things, identify and disclose (i) the identities and addresses of HYMH’s suppliers and suppliers’ sub-suppliers or other Supplier Third Parties, (ii) the material and chemical content of the goods, including information relating to per- and polyfluoroalkyl substances (“PFAS”) and recycled plastic content, (iii) the origin of the goods and goods’ components, (iv) the manufacturing location of goods (including goods’ components), (v) information regarding greenhouse gas emissions,

including embedded emissions as required by the Carbon Border Adjustment Mechanism (“CBAM”), and (vi) other information as may now or hereafter be required by applicable law and as communicated to Supplier by HYMH or reflected in the Supplier Expectations Manual (“Supply Chain Information”). Supplier agrees to collect and track Supply Chain Information and to promptly provide Supply Chain Information, including written certificates of origin of the goods and goods’ components, to HYMH on request. Supplier represents and warrants that such Supply Chain Information is accurate and acknowledges that Supply Chain Information is provided for a legitimate purpose and will be provided in compliance with all applicable laws. Supplier may designate Supply Chain Information as confidential. In addition, the Supply Chain Requirements may prohibit HYMH from distributing products that contain certain chemicals or do not meet certain requirements, such as the requirement that certain products be “deforestation-free” under the EU Deforestation Regulation. In the event that applicable law prohibits HYMH from purchasing from Supplier or selling any goods, Supplier agrees to use its best efforts to modify the goods such that they comply with applicable law. If Supplier is unable to so modify the goods, HYMH may cease to purchase such goods and cancel any outstanding purchase orders without liability. Supplier shall comply with the U.K. Modern Slavery Act 2015 as follows: if Supplier (i) conducts business supplying goods, services, or both, in the U.K., and (ii) has annual turnover over £36m, Supplier (a) represents and warrants that it is in compliance with the U.K. Modern Slavery Act 2015, (b) has an anti-slavery and anti-trafficking in persons policy applicable to its supply chain, and (c) produces a slavery and human trafficking statement linked on a prominent place on its website; otherwise, Supplier shall (i) comply with Company’s anti-slavery and anti-trafficking in persons policy, (ii) use reasonable due diligence to completely and accurately respond to Company’s slavery and human trafficking questionnaire, and (iii) implement due diligence procedures for its own Supplier Third Parties to ensure that there is no slavery or human trafficking in its supply chain. Supplier consents to periodic audits by HYMH of Supplier (and Supplier Third Parties) to ensure it is in compliance with Sections 18-21.

21. **Code of Conduct.** Supplier represents and warrants that it shall comply with HYMH’s “Code of Conduct for Business Partners” and the Supplier Expectations Manual available at www.hyster-yale.com in the [Supplier Resources area of the About Hyster-Yale Materials Handling section](#). Supplier represents and warrants that it will at all times conduct business ethically and will avoid all forms of corruption, including extortion, bribery, embezzlement, theft, fraud, anti-competitive practices, or other abuse of power to gain an advantage.
22. **Insurance.** If Supplier is providing goods under this order, Supplier shall maintain and keep in force at its own expense, Commercial General Liability Insurance, including products and contractual liability, with a combined single limit of €5 million per occurrence. Supplier shall provide a Certificate of Insurance to HYMH upon request.
23. **Indemnification.** Supplier shall indemnify, defend (at HYMH’s request and Supplier’s expense), and hold HYMH and its parent, subsidiaries, and other affiliates, and their officers, directors, employees, representatives, agents, successors, and assigns, harmless from and against any and all claims, damages, costs, liability, and expense whatsoever (including attorneys’ fees and costs) (“Claims”) arising from (a) the death of or injury to any

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individual or damage to or loss of property due to the negligence and/or willful acts or omissions of Supplier or Supplier’s agents, employees, representatives, or Supplier Third Parties; or (b) any breach by Supplier or its employees, agents, representatives, or Supplier Third Parties of any representation, warranty, or covenant under this order. HYMH shall have the right of offset against payments due under this order in the amount of any indemnification which HYMH is entitled under this Section. Supplier shall not settle any suit or legal action it may be defending under this Agreement without the prior written consent of HYMH.

24. Intellectual Property Indemnification. Supplier shall indemnify, defend (at HYMH’s request and Supplier’s expense), and hold harmless HYMH and its parent, subsidiaries and other affiliates and their officers, directors, employees, representatives, agents, successors, assigns, customers, ad product users, from and against all Claims arising from any action brought or threatened alleging that the manufacture, use, sale or resale of any goods or services supplied under this Agreement infringes any patent or patent rights, trademark, trade secret, copyright or other intellectual property right of a third party. Supplier shall, at its expense, and subject to the approval of HYMH, either (i) obtain for HYMH the right to continue to use the goods or services (including any work product resulting from the services) as intended, (ii) modify the goods or services (including any work product resulting from the services) so they become non-infringing, without materially altering the intended functionality, or (iii) replace the goods or services (including any work product resulting from the services) with a functionally equivalent non-infringing good or services.
25. Assignment. Neither this Agreement nor any rights or obligations herein may be assigned by Supplier nor may Supplier delegate or subcontract the performance of any of its duties without HYMH’s prior written consent.
26. Applicable Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of England and Wales without regard to conflict of law rules. Any action or claim arising out of or relating to this order may only be brought in the English courts. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum.
27. Attorney’s Fees. The prevailing party in any action brought to enforce any provision or breach of this agreement, shall be entitled to its reasonable costs and attorney’s fees.
28. Invoices and Notices. All correspondence and invoices covering this order must be addressed to HYMH’s Purchasing Department at the address indicated on the order. The parties agree that for any transactions subject to this Agreement, electronic signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this order or any document created, based on the use of a electronic signature, electronic order or the use of a copy retrieved from an electronic storage system.
29. Severability. In case any one or more provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision may be modified to the extent necessary to make it valid and enforceable. The validity, legality, or enforceability of the remaining provisions contained in this

order shall not in any way be affected or impaired by an invalid or unenforceable clause.

ADDITIONAL TERMS FOR SERVICES ONLY

30. Supplier Compliance with HYMH Safety / Training Requirements/Background Checks. In the event Supplier is required to perform services at a HYMH designated location, the following terms shall apply: (a) Supplier shall, upon HYMH’s request, complete HYMH’s training requirements prior to the commencement of services or entry onto HYMH’s property, at Supplier’s expense. HYMH shall have the right, in its sole discretion, to determine whether or not any employee or agent of Supplier will be permitted to perform services at its facilities, and may request from Supplier, and Supplier shall provide, such relevant background information regarding such employees or agents as is reasonably available and necessary to make such determination.
31. Additional Representation and Warranties. (a) Supplier represents and warrants that Supplier is not a party to any order, nor subject to any order, which would prohibit or limit Supplier’s ability to perform services under this Agreement or might expose Supplier or HYMH to any proceeding for damages or injunctive relief in connection with the execution and performance of this Agreement. (b) Supplier warrants the professional quality of the services rendered by itself, its agents, employees and representatives, and that all work performed, and deliverables, shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards. Any services performed by Supplier, which are determined to be of less than professional quality, shall be corrected without charge. (c) Supplier agrees that it will not and shall not cause Supplier or HYMH to be in violation of any applicable laws, decrees, rules, or regulations in effect. (d) If (HYMH permits Supplier to subcontract any of the work under this order, Supplier represents and warrants that any party providing Services shall be bound, in writing, to comply with the terms of the Indemnification, Property Rights, Confidentiality of Information, Anti-bribery and International Trade, Forced Labor and Human Rights, and Other Compliance Requirements Sections of this Agreement, as well as the Government Procurement Provisions, as applicable. e) Supplier will comply with all policies and procedures of HYMH including but not limited to security, safety, and use of or access to HYMH’s computer systems. (f) Supplier shall, at the request of HYMH, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may be required to affect any of the transactions contemplated by this order.
32. Removal of Supplier’s Representatives. HYMH may request the removal of any Supplier representative, at any time, and for any reason, without prior notice. HYMHs request for removal of a Supplier representative shall be effective immediately upon notification (written or oral) to Supplier. Supplier shall immediately remove or have removed such person upon request of HYMH.
33. Independent Contractor Status. Supplier is and shall remain an independent contractor and is not an employee, agent, partner, joint venturer, or representative of HYMH. HYMH will not incur any liability as the result of Supplier’s actions. Any person employed by Supplier to perform services shall be Supplier’s employee or agent and shall not be entitled to any benefits provided to HYMH’s employees. Supplier shall indemnify and hold HYMH harmless against any claim to such benefits made by persons performing services on Supplier’s behalf. Supplier shall

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be responsible for the payment of all federal, state and local income taxes, social security and unemployment excise taxes, and any other taxes required by law to be paid by independent contractors and shall indemnify HYMH for any failure to do so. Supplier and Supplier’s employees, agents, and independent contractors shall have no authority, nor shall they represent themselves as having any authority, to bind HYMH in any manner whatsoever.

communicate to any third party the nature of or details relating to such inventions, works of authorship, proprietary data, or other Work Product.

34.6. Upon completion of any development of the Work Product, or at such sooner time as may be deemed prudent by HYMH, the parties shall use their best efforts and cooperate to obtain any necessary regulatory approvals for the unrestricted commercial manufacture, sale and use of any product based in whole or in part on the Work Product transferred pursuant to this order.

34.7. Supplier represents that any services provided to HYMH and any Work Product delivered to HYMH shall not infringe any intellectual property right of any third party.

34. Property Rights.

34.1. Supplier agrees to disclose fully to HYMH, and does hereby assign and transfer to HYMH the right, title, and interest in and to any and all inventions, whether patentable or not, discoveries, improvements, innovations, copyrights, trade secrets, and/or designs (“Work Product”) made, discovered, developed, or secured by Supplier, solely or jointly with others or otherwise, while performing services for HYMH, if such Work Product is related, directly or indirectly, to the business of, or to the research or development work of HYMH; or within one year after providing services to HYMH if conceived as a result of and is attributable to the performance of services and relates to a method, substance, machine, article or manufacture for improvements, procedure, product and/or process within the scope of the business of HYMH, together with rights to all intellectual property rights which may be granted thereon.

35. Insurance. Supplier shall maintain (a) Comprehensive General Liability Coverage, including Products and Contractual Liability, with a combined single limit of €5 million per occurrence, for bodily injury and property damage; and (b) Employer’s Liability Coverage with minimum limits of €1 million. Supplier will provide an Insurance Certificate to HYMH to verify coverage prior to the commencement of services under this Order and at any time upon request. Supplier will provide HYMH with 30 days’ notice of any change in coverage and/or insurance carrier.

34.2. Supplier shall cooperate with HYMH at HYMH’s expense, in obtaining and maintaining any patent, copyright, trademark or other statutory protection for the Work Product. From time to time, when requested by HYMH, Supplier shall, and shall cause its employees and any approved sub-contractors or other third parties to execute and deliver to HYMH all documents required by HYMH to record, acknowledge or perfect HYMH’s rights associated in the Work Product and all components, elements, or materials of the work throughout the world, and shall fully cooperate with HYMH in obtaining and maintaining such rights. Supplier shall execute and deliver such assignments and consents pertaining to the copyrights, trademarks, patents, and other protected rights within a reasonable period after HYMH requests the same, but in no event later than 30 days from the date of request. The obligations in this Section shall survive the termination, expiration or cancellation of this Agreement.

34.3. As the owner of the Work Product, HYMH shall have the unrestricted rights, without further obligation to compensate Supplier, (a) to reproduce, use, manufacture, distribute, market and sell the Work Product, (b) to reproduce, decompile, debug, analyze, modify, and/or upgrade the Work Product, to address defects therein, and/or to enhance the work with additional features. Upon request, Supplier shall assist HYMH in correcting any errors or malfunctions in the work that may arise in connection with the use or operation of the Work Product.

34.4. Supplier shall, upon request by HYMH, physically deliver all tangible materials in Supplier’s possession in relation to the Work Product and all HYMH Property to any location pursuant to instructions given by HYMH.

34.5. Supplier shall not manufacture or sell the Work Product, directly or indirectly, through any related or unrelated third party, or authorize others to manufacture or sell the Work Product, without the prior written consent of HYMH. Supplier shall have no right to disclose or use any such inventions, works of authorship, proprietary data, or other materials for any purpose whatsoever and shall not