

Bridon Bekaert Ropes Group

Standard Terms and Conditions of Sale

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Standard Terms and Conditions, the following terms will have the following meanings:

"Abstracted Data"

means the data copied or abstracted from the Monitoring Data, generally collected (continuously and in real-time) and stored on a dedicated server of Bekaert in the cloud for the purpose of providing ancillary advisory Services to the Customer and for the purposes listed in clause 14.7;

"Acknowledgement"

means Bekaert's written acceptance (including via email or via the Ordering Portal) of an Order;

"Affiliate"

means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Agreement"

means the contract for the supply of the Deliverables by Bekaert to the Customer, comprising these Standard Terms and Conditions of Sale, the Special Terms, the Quotation, the Specification, the Acknowledgement and the Order, and any other documents expressly incorporated by reference;

"Applicable Export Control or Economic Sanctions Programs"

has the meaning set out in clause 22.1.4 of these Standard Terms and Conditions;

"Applicable Law"

means any of the following, to the extent that it applies to a Party:

- any statute, directive, order, enactment, regulation, by-law, ordinance or subordinate legislation in force from time to time;
- the common law and the law of equity;
- any binding court order, judgment or decree;
- any applicable industry code, policy or standard enforceable by law; and
- any applicable direction, code of practice, policy, rule or order that is given by a regulator that is binding on the Parties in any jurisdiction applicable to the Agreement and as set out in Clause 23 (provided that Bekaert shall only be obliged to comply with Applicable Laws in such jurisdictions as are expressly identified under the Agreement as being applicable);

"Bekaert"

means Bridon International Limited, a company with company number 00416671 and having its registered office at: Ground Floor, Icon Building, Balby Carr Bank, Doncaster, DN4 5JQ, United Kingdom;

"Beneficiaries"

has the meaning set out in clause 17.2 of these Standard Terms and Conditions;

"Claims"

means all or any direct or indirect claims, demands, proceedings or actions (including any brought by a regulator) and including threats of any of the same;

"Commencement Date"

means the date when Bekaert has agreed to commence performance of the Services;

"Commercially Reasonable Efforts"

means the taking of such steps and the performance of obligations in a manner that a Party would do if it were acting in a determined, prudent and reasonable manner in order to achieve the desired end result for its own benefit;

"Confidential Information"

means all information not publicly known, not already in the possession of the receiving party, or not received or obtained by the receiving party from another source without breach of any confidential obligations, which is used in or otherwise relating to the Agreement;

"Control"

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

"Customer"

means the person, company, firm or organisation who places the Order;

"Customer Default"

has the meaning set out in clause 17.1 of these Standard Terms and Conditions;

"Customer Materials"

means any and all designs, drawings, specifications, descriptions, materials, information, goods and equipment provided by the Customer to Bekaert in respect of the Deliverables;

"Data Protection Legislation"

means the applicable legislation relating to the processing of personal data, including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, and the United Kingdom Data Protection Act 2018;

"Deliverables"

means the Goods and/or (the resulting reports of the) Services to be supplied by Bekaert to the Customer;

"Delivery Date"

means:

- the date when Bekaert places the Goods at the Customer's disposal at the Delivery Location;
- the date the Goods are delivered to the Customer; or
- the date when Bekaert informs the Customer of the completion of the Services, as specified in the Acknowledgement or otherwise agreed between the Parties;

"Delivery Location"

means the city or port of load/discharge as specified in the Acknowledgement or otherwise agreed between the Parties;

"Discloser"

has the meaning set out in clause 16.1 of these Standard Terms and Conditions;

"Effective Date"

has the meaning set out in clause 2.1;

"Force Majeure Event"

means any events beyond the reasonable control of the non-performing party including acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions, labour disputes, shortages of necessary raw materials or utilities, breakdown, failure or malfunction of machinery or technology and/or accidents pursuant to the maintenance or the handling by a third-party service provider;

"Good Industry Practice"

means that degree of reasonable skill, care, prudence and foresight and practice which would ordinarily be expected of a reasonably skilled and experienced person engaged in the same or similar type of undertaking as that of Bekaert, under similar circumstances;

"Goods"

means the goods to be provided by Bekaert to the Customer, as described in the Acknowledgement or otherwise agreed between the Parties (it being understood that Goods under the Agreement may either be sold, hired, leased or otherwise provided to the Customer);

"Handling Instructions"

means any and all written instructions, recommendations and advice issued by Bekaert from time to time in relation to the handling, storage, maintenance and repair of the Goods; and the Works - these may from time to time alternatively be referred to as 'user manual', 'operation and maintenance manual', 'technical instruction';

"Incoterms"

reference to Incoterms herein shall be deemed to be a reference to the most recent version of the Incoterms published by the International Chamber of Commerce (ICC);

"Insolvency Event"

means each and any of the following in relation to a party:

- any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to:
 - the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party;
 - the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets;
 - the enforcement of any security over any assets of a party; or
 - the attachment, sequestration, distraining upon or execution over or affecting any material asset of a party;
- the other party perceives (acting reasonably) that the party is unable to pay its debts as they fall due or is insolvent;
- the party enters into a composition or arrangement with its creditors or any class of them;
- the party ceases to carry on its business or substantially all of its business, or is struck off; or
- the commencement of any analogous procedure or step in relation to such party in any jurisdiction other than England and Wales;

"Intellectual Property Rights"

means all intellectual and/or industrial property rights, including but not limited to patents, utility models, designs, trademarks, trade and business names, logos, service marks, domain names, copyright, software rights, database rights, and rights of the same or similar nature, whether registered or unregistered, in any part of the world, and (divisional) applications for any of these rights, as well as Trade Secrets and know-how and any modification, update, upgrade and/or development in this respect;

"Lease Terms"

has the meaning set out in clause 10;

"Monitoring Data"

means any (non-personal) data generated by the Goods and Services, generally stored on the system;

"Order"

means the Customer's offer to purchase Goods and/or Services, as described in a Quotation, in the form which is expressly accepted by Bekaert;

"Ordering Portal"

means the Customer electronic ordering system;

"Party"

means either Bekaert or Customer and "Parties" means both Bekaert and the Customer;

"Personal Data"

means personal data as defined in the relevant Data Protection Legislation;

"Price"

has the meaning set out in clause 12.1 of these Standard Terms and Conditions;

"Proceedings"

has the meaning set out in clause 23.2 of these Standard Terms and Conditions;

"Promotional Material"

has the meaning set out in clause 3.1 of these Standard Terms Conditions;

"Quotation"

means, as applicable:

(a) a document issued by Bekaert to the Customer, on Bekaert's standard form or in another format, which sets out details of the relevant Goods and/or Services, any Special Terms and the Price; or

(b) where the Customer is purchasing Goods or Services from the Standard Price List, that Standard Price List shall be deemed to be the Quotation;

"Recipient"

has the meaning set out in clause 16.1 of these Standard Terms and Conditions;

"Sanctions"

means economic or financial sanctions, requirements or trade embargoes imposed, administered or enforced by the U.S. government (including, but not limited to, OFAC and the U.S. Department of State), the United Nations Security Council, the European Union, any EU member state, the UK government, or other Governmental Entity, to the extent these apply to the Agreement means, at any time, a country or territory which is itself the subject or target of any Sanctions.

"Sanctioned Jurisdiction"

"Sanctioned Person"

means any Person (including individual, partnership (general or limited), corporation, limited liability company, joint venture, association or other form of business organization), government or governmental entity that is the target of Sanctions, including: (A) any Person listed in the lists of sanctioned Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any EU member state, Her Majesty's Treasury of the United Kingdom, or other Governmental Entity in any other jurisdictions in which the Parties operate; (B) any Person located, organized or resident in a Sanctioned Jurisdiction; and (C) any Person directly or indirectly owned, fifty percent or more, or controlled by any Person or Persons described in (A) and (B).

"Services"

means the services to be provided by Bekaert to the Customer, as described in the Acknowledgement or otherwise agreed in writing between the Parties (for the avoidance of doubt, the provision of any software to the Customer, whether or not embedded or pre-installed in any hardware products, will be considered as a Service);

"Special Terms"

means any additional terms and conditions set out or referred to in the Acknowledgement relating to the supply of the Deliverables;

"Specification"

means the document or documents detailing the technical requirements of the Deliverables upon which Bekaert provided the Quotation and as such is confirmed in the Acknowledgement;

"Standard Price List"

means Bekaert commercially available price list, setting out the prices for its goods and services, as may change from time to time;

"Standard Terms and Conditions"

means these clauses 1 to 23 (inclusive);

"Trade Secrets"

means all information which satisfies the following cumulative conditions:

(a) It is secret in the sense that, as a whole or in the proper composition and arrangement of its components, it is not generally known to, or readily accessible to, persons within the circles ordinarily concerned with the type of information in question;

(b) It has commercial value because it is secret; and

(c) It has been subjected by the person lawfully in possession thereof to reasonable measures, having regard to the circumstances, to maintain its secrecy;

"Warranty Period"

has the meaning set out in clause 7.4 of these Standard Terms and Conditions of Sale, or such other warranty period agreed in writing by the Parties.

"Works"

means the works completed as a result of the Services carried out by Bekaert (e.g. installation or connection of Goods or other products).

1.2

Interpretation

1.2.1 Except as otherwise provided in this Agreement or required by the context, the following principles shall be applied in the interpretation of the Agreement:

(a) the singular includes the plural and vice versa;

(b) a statutory provision includes a reference to:

(i) the statutory provision as modified or re-enacted from time to time (whether before or after the Effective Date); and

(ii) any subordinate legislation made pursuant to the statutory provision (whether before or after the Effective Date);

(c) persons or entities, includes a reference to natural persons, any body corporate, unincorporated association, trust, partnership or other entity or organisation;

(d) a person or entity, includes a reference to that person's or entity's successors or assigns;

(e) references to agreements or documents are references to those agreements or documents as respectively amended from time to time;

(f) the recitals and any other attachments to this Agreement form an integral part of this Agreement;

(g) the headings in this Agreement will not affect the interpretation of this Agreement; and

(h) whenever the words "include", "includes", "including" or "in particular" (or similar derivatives) are used, they are deemed to be followed by the words "without limitation".

1.2.2 Unless otherwise defined in clause 1.1, terms used in the manufacturing industry or other relevant business context will be interpreted in accordance with their generally understood meaning in that industry or business context.

1.2.3 This Agreement is the result of arm's length negotiations between the Parties and will be construed to have been drafted by both Parties such that any ambiguities in this Agreement will not be construed against either Party as a result of that Party having drafted or proposed the relevant provision. Each of the Parties expressly acknowledges that: (i) it has negotiated in good faith and on an equal footing with the other Party; (ii) in order to understand the possible consequences of each and every clause in these General Terms and Conditions as well as the Agreement, the Parties have had the opportunity to seek legal counsel during negotiation and had the opportunity to propose amendments; (iii) it has deliberately chosen the arrangements reflected in the entirety of all provisions of the Agreement; (iv) it has expressly agreed and decided to enter into the Agreement, which is an expression of the Parties' true intention and the economic and legal balance the Parties wish to pursue; and (v) the final allocation of the economic and legal risks as confirmed in the Agreement does not create a (manifest) imbalance between the Parties' respective rights and obligations and is the result of mutual concessions made during the negotiation of the Agreement.

1.2.4 In the event of any conflict or inconsistency between them, the following parts of the Agreement shall take precedence in the following order:

(a) the Acknowledgement;

(b) the Special Terms;

(c) the Standard Terms and Conditions of Sale;

(d) the Specification;

(e) the Order; and

(f) the Quotation.

2.

CONTRACT FORMATION

2.1 The Effective Date of the Agreement will be the date of the Acknowledgement.

2.2 For the purpose of clause 2.1, an Acknowledgement delivered by e-mail, facsimile or via the Ordering Portal shall be deemed to have been received by the Customer:

2.2.1 if sent during normal working hours, at the time of sending; or

2.2.2 if sent outside of normal working hours, at 9am on the first working day following the date the e-mail, facsimile or confirmation via the Ordering Portal was sent.

2.3 A Quotation or similar communication by Bekaert is not an offer to sell or supply goods or services, unless it is in writing, described as an offer and signed on behalf of Bekaert.

2.4 Unless previously withdrawn or expressly stated otherwise in writing by Bekaert, all Quotations are subject to change at any time and Bekaert cannot confirm the Price until an Order has been placed by the Customer. If the Price of the Goods and/or Service at the date of receipt of an Order is higher than the Price stated in the Quotation, Bekaert will, at its discretion, contact the Customer for its instructions on whether the Customer will agree to amend the Order to reflect the revised Price or not accept the Customer's Order. If no adjustment to the Price set out in the Quotation is required, the Order shall be deemed capable of acceptance by Bekaert and, at its discretion, Bekaert may issue an Acknowledgement in respect of such Order.

2.5 No order shall be binding until expressly accepted by Bekaert pursuant to a corresponding Acknowledgement.

2.6 The supply of Deliverables by Bekaert to the Customer will be subject only to the terms of this Agreement, to the exclusion of any terms which the Customer purports to apply, whether in a order, on general terms and conditions of purchase or otherwise, are hereby rejected or (as appropriate) shall be excluded from the Agreement.

3.

PROMOTIONAL MATERIALS

3.1 Any prices, charges, samples, drawings, descriptions or advertising of or relating to goods and services available from Bekaert which are issued or published by Bekaert, including those contained in catalogues, brochures or on a website (all or any of these forms of communication being "Promotional Material"), are issued or published in order to provide an overview of the goods and services described in them and the associated charges or prices (as appropriate), and they shall not form part of the Agreement or any other contract of sale of the Goods or Services between Bekaert and the Customer, or any collateral contract.

3.2 Bekaert is not bound by, and hereby excludes liability for, any error in or omission from Promotional Materials, and the Customer undertakes not to rely on any such error or omission, or to enforce rights or bring any claim against Bekaert on the basis of the Promotional Material to the extent of such error or omission.

3.3 Bekaert employees and agents are not authorised to make any statement or other representation concerning the Goods or Services unless confirmed by Bekaert in writing, and the Customer undertakes not to rely on, and hereby waives any claim for breach of, any unconfirmed statement.

4. BEKAERT'S OBLIGATIONS

4.1 Bekaert shall deliver the Goods and/ or perform the Services and carry out all its responsibilities in accordance with the terms of the Agreement and Good Industry Practice.

4.2 Bekaert shall use Commercially Reasonable Efforts to meet any dates specified in the Acknowledgement but any such dates shall be estimates only and time for performance by Bekaert shall not be of the essence of the Agreement.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall at all times, at no charge to Bekaert:

5.1.1 comply with the Handling Instructions;

5.1.2 comply with the Handling Instructions (including the Customer not being authorised to modify any of the parameters in the software on the basis of which the Monitoring Data or the Abstracted Data may be processed, except for submitting entry parameters in the user interface in accordance with the Handling Instructions);

5.1.3 co-operate with Bekaert and provide all reasonable assistance (including obtaining all work or other permits reasonably required for Bekaert's employees or representatives in connection with the performance of the Services) required to achieve the objectives set out in the Acknowledgement, including providing all necessary access to premises to enable Bekaert to satisfy its rights and obligations under the Agreement;

5.1.4 make available to Bekaert at the proper time on the site all necessary equipment for transport on the site, auxiliary tools, machinery, materials and supplies (including but not limited to fuel, oils, grease, gas, water, electricity, steam). The Customer warrants to Bekaert that the use of Customer Materials will not infringe any third party's property and Intellectual Property Rights;

5.1.5 make available to Bekaert on the site a remote internet or similar connection allowing Bekaert, if need be, to access, collect or process certain Monitoring Data, Abstracted Data or other data relating to the Goods or Services, or to perform specific services relating to the Goods or Services (including for performance and enhancement testing, for securing compliance with software license terms, for allowing access to Monitoring Data, Abstracted Data or other data, for enabling the installation of software updates, . etc.);

5.1.6 ensure that all premises, equipment, (engineering) supports and inputs that is required to deliver the Goods and perform the Services are fit for their purpose and of good engineering quality;

5.1.7 provide all information necessary to enable Bekaert to evaluate the requirements for performing the obligations under the Agreement, and ensure that all such information provided to Bekaert is accurate, complete and up to date;

5.1.8 ensure that Bekaert's personnel is able to start the performance of the Services at Commencement Date. Provided that the Customer has been given notice in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by Bekaert;

5.1.9 ensure that Bekaert's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the site and have access to internationally acceptable hygiene facilities and medical devices;

5.1.10 make available to Bekaert sufficient offices on the site, equipped with telephone and access to the Internet;

5.1.11 keep the Goods in constant proper state of maintenance and repair at its own expense and carry out the maintenance and repair works with a frequency, sufficient to ensure that the Goods are preserved in a pristine state, subject to normal wear and tear, all in line with the instructions as set out in the Handling Instructions; for maintenance and repair works that the Customer is not able or entitled to perform itself, a.o. as set out in the Handling Instructions, it shall only rely on and involve Bekaert or Bekaert authorized third parties;

5.1.12 make available to Bekaert, such labour and operators as may be specified in the Acknowledgement or as may be reasonably required for the purpose of the Agreement;

5.1.13 obtain and maintain all necessary licenses, consents and other rights necessary to comply with all relevant legislation in relation to the Goods, the Services and the Deliverables (including the need to ensure sufficient software licenses are maintained for the entire duration of the desired use of the related Goods or Services or the ancillary advisory Services), while the Services can only be used in connection with the Goods (including but not limited to the software only being able to be used in connection with hardware); and

5.1.14 inform Bekaert of all health and safety rules and regulations that apply at the Customer's premises and are relevant to Bekaert's supply of the Deliverables.

6. PACKAGING AND DELIVERY

6.1 Bekaert shall package the Goods in accordance with Good Industry Practice.

6.2 Delivery of the Goods shall be, unless otherwise agreed between the Parties, Incoterms FCA, as more specifically described in the Acknowledgement.

6.3 Delivery of the Services shall be considered to have taken place, unless otherwise agreed between the Parties, upon written notice of completion by Bekaert. Should the Service involve the delivery of reports, Bekaert shall use Commercially Reasonable Efforts to provide these to the Customer as soon as possible following receipt of all required information/data from the Customer.

6.4 If the Customer does not timely collect the Goods, Bekaert shall be entitled to store the Goods at the Customer's risk and expense. The Goods shall be considered as delivered, as from the date that collection was to be made.

7. TESTING AND DEFECTIVE DELIVERABLES

7.1 The Customer shall:

7.1.1 inspect and test the Goods within a reasonable period, not exceeding 30 (thirty) calendar days after delivery of the Goods against the requirements of clause 11.2 and immediately notify Bekaert of any alleged shortfall in delivery and any alleged defects revealed;

7.1.2 inspect and test the Work undertaken pursuant to the Services within a reasonable period, not exceeding 30 (thirty) calendar days after written notice by Bekaert of completion of the Services, against the requirements of clause 11.2 and immediately notify Bekaert of any alleged defects revealed;

7.1.3 notify Bekaert of any alleged non-compliance of the Goods or alleged non-compliance of the Services with the terms of the Agreement within a reasonable period, not exceeding 30 (thirty) calendar days after the Delivery Date of the Goods or after written notice by Bekaert of completion of the relevant Services.

7.2 Bekaert shall only carry out tests on the Deliverables which are

specified in the Quotation (if any). Such tests and inspections shall take place under Bekaert's standard testing arrangements, or under such other testing arrangements as agreed in writing between the Parties.

7.3 In the absence of a notice from the Customer in accordance with clause 7.1, Bekaert is deemed to have complied with clauses 4.1 and 4.2 on the delivery of the Goods or the performance of the Services and the Customer shall be deemed to have accepted the Deliverables.

7.4 If the Customer identifies a defect in the Deliverables

as a result of any breach of clause 9.2 in respect of Goods or clause 11.2 in respect of Services, within a period of six months from the date of delivery or performance of the Deliverables (the "Warranty Period"), Bekaert shall, at its sole discretion and subject to clause 7.5, rectify the defect by, either, repairing or replacing the defective Goods or re-performing defective Services as soon as reasonably practicable after notification of the defect by the Customer. Where Bekaert supplies any replacement Deliverables in accordance with this clause, the provisions of the Agreement shall apply to such replacement deliverables.

7.5 If Bekaert, having used Commercially Reasonable Efforts,

is unable to carry out the steps set forth in clause 7.4, then Bekaert may:

7.5.1 cease performing any related Services, to the extent such Services cannot be performed pursuant to this Agreement as a result of the defective Goods or Services; and

7.5.2 reimburse the Customer the Price paid for the affected Goods or Services.

7.6 The Parties acknowledge and agree that the remedies set forth in clauses 7.4 and 7.5 shall be the Customer's sole and exclusive

remedy for any defective Deliverables supplied by Bekaert under the Agreement and Bekaert shall have no further liability to the Customer in respect of the alleged failure of the Deliverables to comply with clause 11.2 in respect of the Goods or clause 11.5 in respect of the Services.

7.7 A claim in respect of a defect in accordance with this clause 7 shall not entitle Customer to cancel or refuse delivery of or payment for any other order, delivery or instalment.

8. ANCILLARY ADVISORY SERVICES

8.1 The Customer may request ancillary advisory Services to be rendered by Bekaert. To this end, Bekaert may provide the Customer with the hardware device(s) and the related software as set out in the Specification (if required for the Services in question). Unless otherwise agreed in writing, such related ancillary advisory Services will be limited to Bekaert's specifically analysing any Monitoring Data, Abstracted Data or other technical data generated by the Goods or Services. Any such ancillary advisory Services will be specific and at the request of the Customer, while Bekaert has no obligation to (continue to) monitor any of the Goods or Services provided to the Customer on an ongoing basis. Prior to concluding this Agreement and without prejudice to clause 14.7, the Parties shall agree on the modalities of ensuring Bekaert's (continuous and real-time, if needed) access to the Monitoring Data and the collection and the storage thereof in the form of Abstracted Data for the purpose of providing such ancillary advisory Services (including in terms of the volume and nature of such access, the platform(s) on which Monitoring Data or Abstracted Data may become accessible, and the level of remote connectivity required to secure such access).

8.2 Bekaert will provide any ancillary advisory Services based on its standard analysis format applied at the time such Services are being provided. Customer-specific formats of reports and changes to Bekaert's standard formats will give rise to additional fees. Format requirements must be disclosed during protocol development and prior to the Commencement Date. Bekaert will only issue a draft report if this was expressly agreed or if it is customary for the type of Service ordered. If a draft report is issued, the Customer has up to 14 (fourteen) days to make comments. Multiple draft revisions will give rise to additional fees. Bekaert will work closely with the Customer to ensure the report is acceptable to both Parties. If after 14 (fourteen) days, no new comments or other remarks regarding the draft report have been made, Bekaert may issue a final report.

8.3 The information/data supplied by and under the responsibility of the Customer, is critical to the soundness of the results obtained and affects the quality of any ancillary advisory Services. Due to the high costs involved with the consequence of a modification of said information/data after the Commencement Date, including but not limited to data reinterpretation and report modification, an additional cost might be requested to the Customer for any such data or entry modification. The extent of this additional cost will depend on the impact of the modifications requested.

8.4 Ancillary advisory Services are based on a combination of Monitoring Data or Abstracted Data generated by the Goods or Services, as well as such information/data/samples provided by the Customer. Bekaert cannot be held liable for any inaccuracy, misinterpretation or incompleteness of any Monitoring Data or Abstracted Data processed by Bekaert on the basis of entry parameters defined by the Customer, or any other information/data/samples provided to Bekaert by the Customer. Except where otherwise expressly stated, Bekaert has no obligations whatsoever in verifying the accuracy of this information/data/samples obtained from the Customer. Where information/data/samples are supplied orally by the Customer, Bekaert can rely on this without documentary verification. Except where otherwise expressly stated, Bekaert has not searched publicly available records or taken any other steps to independently verify information/data. Where Bekaert has carried out any searches or enquiries, it is not liable for any inaccuracies or omissions in the results of such searches or enquiries and will not bear the consequences of any exclusion of liability by the public registries and third party agencies that may provide such information/data filed with such registries.

8.5 Where ancillary advisory Services are based (among others) on the basis of a sample, Bekaert's findings further to the testing of samples will only relate to the sample as received and not from any bulk from which the sample may have been taken. The Customer shall bear the costs and the risk with regard to the delivery of the samples, unless a pickup by Bekaert has been agreed. In case of transport through the Customer, the sample material shall be packed properly and any possible instructions by Bekaert shall be taken into account. All samples shall be retained for a maximum period of 2 (two) months unless the nature of the samples necessitates a shorter period or a longer period has been agreed in writing between the Parties. The Customer shall pay the agreed storage fees for samples which are stored for longer than 2 (two) months. After the expiry of such period, the samples are disposed of at the Customer's cost or, provided an agreement

to this effect has been concluded with the Customer, sent back to the Customer at the Customer's cost and risk. The Customer shall inform Bekaert in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.

8.6 For the avoidance of doubt, Bekaert shall not be liable for:

- 8.6.1 any failure in transmission of the Monitoring Data, Abstracted Data or other data generated by the Goods or
- 8.6.2 any failure, inaccuracy, misinterpretation or incompleteness of any Monitoring Data, Abstracted Data or other data due to the Customer wrongly or inaccurately submitting entry parameters in the user interface or the Customer submitting entry parameters in the user interface not in accordance with the Handling Instructions;
- 8.6.3 any failure, inaccuracy, misinterpretation or incompleteness of any Monitoring Data, Abstracted Data or other data due to the Customer using hardware and/or software other than the Goods or Services provided specifically by Bekaert for the purpose of receiving those data related Services; or
- 8.6.4 any failure, inaccuracy, misinterpretation or incompleteness of any Monitoring Data and/or Abstracted Data due to the Customer not storing or securing Monitoring Data on its system for as long as is necessary for the purposes of this Agreement in accordance with clause 14.3.

9. TRANSFER OF RISK AND TITLE

9.1 Risk of damage to, or loss of, the Goods shall pass to the Customer, in accordance with the Incoterms, on the Delivery Date.

9.2 Title to Goods shall not pass to Customer until Bekaert has received:

- 9.2.1 payment in full for the Goods; and
- 9.2.2 all other sums due from Customer in accordance with the Agreement.

9.3 Where the Customer takes delivery of or pays for Goods in instalments, title to such Goods shall pass to the Customer on the payment of the final instalment.

9.4 Without prejudice to clause 8.7, until title to Goods has passed to the Customer, the Customer shall:

- 9.4.1 hold such Goods as fiduciary bailee for Bekaert;
- 9.4.2 keep the Goods separate from any other goods and shall keep the Goods suitably marked or otherwise plainly identified that they are the property of Bekaert;
- 9.4.3 maintain such Goods in satisfactory condition and not remove, deface or obscure and identifying mark or packaging on or relating to the Goods; and
- 9.4.4 insure the Goods on Bekaert's behalf for their full price against all risks.

9.5 At any time prior to title passing to the Customer, Bekaert shall be permitted, and the Customer shall procure the right for Bekaert, its employees and representatives, to enter the Customer's premises (or such other premises where the Goods are stored) and to remove such Goods.

9.6 If the Customer sells or otherwise disposes of the Goods or makes any insurance claim in respect thereof, the proceeds of any such sale or any such insurance proceeds shall belong to Bekaert and shall be held by the Customer in trust for Bekaert.

9.7 Prior to title in the Goods passing to the Customer in accordance with this clause 9, the Customer may under no circumstances:

- 9.7.1 resell the Goods in the ordinary course of its business and pass good title to its customers; and
- 9.7.2 incorporate the Goods into, mix the Goods with, or attach the Goods to, other goods.

10. LEASED GOODS

In case the Goods are leased to the Customer, the supply of Goods and Services shall also be governed by a separate lease agreement ("Lease Terms"), which will be part of the Agreement.

11. WARRANTIES

11.1 Each Party represents and undertakes that:

- 11.1.1 it has the capacity and authority to enter into this Agreement;
- 11.1.2 the persons entering into this Agreement on its behalf have been duly authorised to do so; and
- 11.1.3 this Agreement and the obligations created here under are binding upon it and enforceable against it in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any other agreement, or any judgment or court order, to which it is bound.

11.2 Subject to clauses 11.3 and 11.4 Bekaert warrants to the Customer that the Goods shall, in all material respects, be in accordance with the Specification and free from defects in design, workmanship or materials.

11.3 Bekaert shall not be liable under clause 11.2 where a defect or non-conformance with the Specification arises from any or all of the following:

- 11.3.1 fair wear and tear;
- 11.3.2 alteration or repair of the Goods (other than by or on behalf of Bekaert);
- 11.3.3 abnormal working conditions;
- 11.3.4 failure to follow or to follow fully the Handling Instructions;
- 11.3.5 the Goods have been improperly installed or connected (unless Bekaert carried out the installation and connection); or
- 11.3.6 wilful damage, misuse (including the unauthorised modification of any of the parameters in the software on the basis of which Monitoring Data or the Abstracted Data may be processed) or negligence by the Customer; or
- 11.3.7 inaccuracy or incompleteness of the Customer Materials.

11.4 Unless expressly set out under the Agreement, clause 9.2 does not extend to parts or equipment not manufactured by Bekaert.

11.5 Bekaert warrants to the Customer that the Services shall, in all material respects, be in accordance with the Specification.

11.6 Bekaert shall not be liable under clause 11.5 where non-conformance of the Services arises from any or all of the following:

- 11.6.1 products incorporated in the Works not manufactured by Bekaert;
- 11.6.2 fair wear and tear of the Goods or other products incorporated in the Works;
- 11.6.3 failure to follow fully the Handling Instructions of any of the Goods or other products incorporated in the Works;
- 11.6.4 alteration or repair of the Works carried out by the Customer (other than by or on behalf of Bekaert);
- 11.6.5 lack of good engineering quality or fit for purpose of the premises, equipment, (engineering) supports and inputs that is required to perform the Services;
- 11.6.6 failure to update or upgrade any of the software components of the Goods or Services;
- 11.6.7 willful damages, misuse or negligence by the Customer; or
- 11.6.8 inaccuracy, misinterpretation or incompleteness of any Monitoring Data, Abstracted Data or other data generated by the Goods or Services or of any Customer Materials.

11.7 Should the Service involve the delivery of ancillary advisory Services, Bekaert shall make every effort to ensure the accuracy of the information and results contained in any related reports, but the Customer acknowledges that such ancillary advisory Services are being provided "as is" and "as available", without any warranty of any type of nature, either express or implied, including, but not limited to, warranties of merchantability, satisfactory quality or workmanlike effort, fitness for a particular purpose, reliability or availability, accuracy, lack of viruses, quiet enjoyment, non-infringement of third party rights or other violation of rights.

11.8 The Customer acknowledges and agrees that any action, inaction, or decision in response to any ancillary advisory Services ultimately remains with the Customer.

11.9 Except as expressly set out in the Agreement, all other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into the Agreement, whether by statute, common law or otherwise, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care, are hereby excluded.

11.10 If the Customer is acquiring goods or services from Bekaert's Standard Price List, any technical requirements of the Customer (whether contained in the Order or elsewhere) shall not form part of the Agreement unless expressly agreed in the Acknowledgement.

11.11 Although Bekaert will use Commercially Reasonable Efforts to perform bug fixes, service upgrades (in part or whole), and updates, enhancements and feature improvements or

deletion to any software that may be part of any Service or Deliverables, unless otherwise agreed between the Parties, Bekaert has no responsibility to automatically extend the same to the Customer. Acceptance of future software updates and upgrades is a condition for the Customer to retain its warranty on the Goods and Services. Bekaert reserves the right to enter into a new agreement (or extend the existing agreement) for new software releases applying such relevant commercial terms available at the time of release. The Customer will itself install, allow Bekaert or a third party to install, allow for automatic installation, or allow for any such other form of installation that would be made possible remotely through the use of a remote internet or similar connection, of any such new software releases that Bekaert specifically requests to be installed.

12. PRICE AND PAYMENT

12.1 Unless expressed otherwise in the Agreement, all prices set out in the Agreement ("Price"):

- 12.1.1 shall, subject to clause 12, remain fixed;
- 12.1.2 are payable in the currency specified in the Quotation; and
- 12.1.3 are exclusive of Value Added Tax or other applicable sales taxes, duties and surcharges.

12.2 The Price of the Goods is calculated based on delivery being made Incoterms Ex Works (EXW) or such other Incoterm as is specified in the Agreement.

12.3 The quoted price does not encompass any services not expressly included in the Acknowledgement. Bekaert will be entitled to invoice additional fees for additional or special requests (including ancillary advisory Services, special reports or protocol formats) by the Customer. Certain causes that can give rise to additional fees are expressly mentioned in the Agreement, but these mentions are non-exhaustive. Additional fees will be established according to Bekaert's commercial rates applicable at the time the Services are being rendered.

12.4 Bekaert reserves the right to fulfil the Order itself and invoice the Customer directly and/or have the Order fulfilled and invoiced by one of its Affiliates. Bekaert shall submit an invoice specifying the Goods delivered and (ancillary advisory) Services rendered and causes for price adjustment as set out in clause 13 of the Agreement.

12.5 The following items shall be separately charged:

- 12.5.1 all travelling expenses incurred by Bekaert in respect of its personnel and the transport of their equipment and personal effects (within reasonable limits) in accordance with the specified method and class of travel where these are specified in the Agreement;
- 12.5.2 cost of board and lodging and other living expenses, including any appropriate allowances of Bekaert's personnel for each day's absence from their homes, including non-working days and holidays in accordance with the specified method and class of travel where these are specified in the Agreement;
- 12.5.3 any expenses incurred by Bekaert in accordance with the Agreement in connection with the provision of equipment by Bekaert, including where appropriate a charge for the use of Bekaert's own heavy equipment; and
- 12.5.4 any extra costs resulting from the applicability of mandatory rules of the Customer's country in the labour or social security field of law;

12.6 Subject to clause 11.3, all payments due shall be paid by

the Customer within 30 (thirty) days from the date of invoice. The

Customer shall pay Bekaert interest on any overdue amounts in accordance with the UK Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made,

after as well as before judgement.

12.7 If the Customer disputes any invoices, the Customer shall immediately notify Bekaert in writing and the Parties shall use Commercially Reasonable Efforts to resolve the dispute promptly. If the Parties have not resolved the dispute within 30 days of the Customer giving notice to Bekaert, the dispute shall be resolved in accordance with clause 22. Where only part of an invoice is disputed, the undisputed amount shall be paid by the due date.

12.8 If the Customer fails to pay for any Deliverables in accordance with this clause 12 or if Bekaert has reasonable concerns about the financial viability of the Customer (whether in connection with an Insolvency Event or otherwise), Bekaert may suspend further performance of the Services or supply of the Goods without liability until payment or satisfactory security for payment has been provided.

12.9 All sums payable by the Customer shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by law. If any deductions or withholding from sums due are required by law, the Customer shall pay to Bekaert such sum as will, after the deduction or withholding has been made, leave Bekaert with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

13. PRICE ADJUSTMENT

13.1 The Price may be subject to adjustment by Bekaert:

13.1.1 to cover any additional costs or expenses incurred in the event of the suspension of work in accordance with clause 12.5;

13.1.2 if the Customer fails to comply with its obligations under clause 5; and

13.1.3 upon reasonable notice to the Customer, for any additional costs incurred by Bekaert in respect of any material, fuel, power, transportation, labour or other costs, or tariffs, duties or taxes whatsoever which could not have reasonably been foreseen at the Effective Date.

13.2 Where the price for the Deliverables is varied in accordance with this clause, the price as varied shall be binding on both Parties and shall not give either Party any option of cancellation.

14. SOFTWARE, MONITORING DATA, ABSTRACTED DATA INTELLECTUAL PROPERTY RIGHTS

14.1 Bekaert, and/or its licensor, if applicable, will retain ownership of all rights, titles and interests in the proprietary software part of the Services (for the purposes of this clause 14, the "software"), the Monitoring Data and the Abstracted Data, as well as in the Intellectual Property Rights related thereto and in any developments, enhancements, modifications and/or reports derived from any use of said software, the Monitoring Data, the Abstracted Data and/or the Intellectual Property Rights related thereto.

14.2 Bekaert hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable worldwide license to the software, the Monitoring Data and/or the Intellectual Property Rights related thereto. This license shall only be granted for the duration of the license agreement as agreed between the Parties, which shall never exceed the duration of the validity of the applicable Intellectual Property Rights. The scope of the license of the software and the Monitoring Data will be restricted to normal internal use and performance by the Customer only and always be in accordance with the user manual and Handling Instructions included with or provided in relation to said software and Monitoring Data. In case the Customer has not paid the license fees payable by their due date, and this non-payment has not been remedied within 30 (thirty) days after receipt of a notice in that respect from Bekaert, Bekaert has the right to terminate the license by written notice, with immediate effect and without any indemnity being due to the Customer. Bekaert reserves all rights with respect to the software, the Monitoring Data and any Intellectual Property Rights related thereto.

14.3 The license under clause 14.2 includes the right of the Customer to request access to and use Abstracted Data, and to (request Bekaert to) share the same with third parties within the limits set out in these Standard Terms and Conditions. Should the Customer wish to exercise these rights, it can file a request via e-mail to its Bekaert contact person. Bekaert shall, in its capacity as data holder, make available such Abstracted Data only to the extent that it has the technical and organizational ability to do the same. Nothing in this Agreement shall imply an obligation for Bekaert to keep any Abstracted Data for longer than it considers necessary to fulfil its obligations under this Agreement. If the Customer is not satisfied with the way Bekaert has processed the Customer's request, the Customer shall have the right to file a complaint with the competent authorities. This clause 14.4 does not apply to the Monitoring Data on the system of the Customer and the Deliverables (for which Bekaert does not act as a data holder). For the avoidance of doubt, the Customer shall:

14.3.1 be responsible to keep the Monitoring Data on its system for as long as is necessary for the purposes of this Agreement; and

14.3.2 bear the risk of any data security breach leading to the destruction, loss, alteration, unauthorized disclosure of, or access to, the Monitoring Data (and consequently, the Abstracted Data).

14.4 Without prejudice to clause 14.3, if the Customer has obtained access to any software, Monitoring Data or Abstracted Data, it shall in no event be entitled to directly or indirectly use said software, Monitoring Data, Abstracted Data or any Intellectual Property Rights related thereto in any other way than described in the Agreement, the user manual or the Handling Instructions. The Customer is not entitled to make any modifications or enhancements to the software as such, the Monitoring Data, the Abstracted Data and the Intellectual Property Rights related thereto.

14.5 In the event that the Customer does make any legitimate or illegitimate developments, modifications or enhancements to the software as such, the Monitoring Data, the Abstracted Data and/or the Intellectual Property Rights related thereto, the Customer transfers to Bekaert, who accepts, the full and exclusive ownership of all Intellectual Property Rights related to any such developments, modifications or enhancements. The transfer is exclusive, irrevocable, royalty-free and covers the entirety of the Intellectual Property Rights. It is worldwide and for the entire duration of protection of the Intellectual Property Rights, pursuant to existing and future legislation, and in the broadest manner as permitted by Applicable Law, including for each and every form, technique and means of exploitation. The transfer occurs simultaneously to the making of the developments, modifications or enhancements to the software as such, the Monitoring Data, the Abstracted Data and/or the Intellectual Property Rights related thereto. The Customer guarantees to keep all developments, modifications or enhancements and any information related thereto confidential. Upon Bekaert's first request, the Customer shall provide copies of all source files relating to the Intellectual Property Rights, in particular the most recent source and object codes, free of any technical restrictions.

14.6 For the sake of clarity, the Customer is not allowed, except to the extent permitted by Applicable Law and without prejudice to clause 14.3, to: (i) duplicate, copy, communicate or make available to third parties the software, the Monitoring Data and/or the Intellectual Property Rights related thereto, except in case required for a reasonable internal use, for allowing a third party to access Abstracted Data in accordance with clause 14.3 (it being understood that such third party should never be allowed access to any Monitoring Data or Abstracted Data processed by the software or any reports prepared by or ancillary advisory Services rendered by Bekaert, as such processing activity requires the application of proprietary Intellectual Property rights) or for the purpose of securing a single backup (including securing a single copy of the Monitoring Data prior to such data being processed by the software); (ii) make any modifications, adaptations or derivative works of the software as such, the Monitoring Data, the Abstracted Data and the Intellectual Property Rights related thereto; (iii) (attempt to) decompile, disassemble, encode, reverse engineer or mix up the software, the hardware, the Monitoring Data, the Abstracted Data and/or the Intellectual Property Rights related thereto; (iv) alter, modify, circumvent or otherwise tamper with any license keys or hardware dongles or similar tools required by Bekaert to ensure compliance with the applicable license terms; or (v) use the software, the Monitoring Data, the Abstracted Data and the Intellectual Property Rights related thereto in any other way as set out in the Agreement.

14.7 The Customer agrees that Bekaert may request, access, collect (if need be, via remote internet or similar connection) and process any Monitoring Data, Abstracted Data and/or other technical data to verify any relevant Monitoring Data or Abstracted Data, to measure and enhance (the performance of) the software and the Intellectual Property Rights related thereto, to analyze and optimize (the performance of) its goods and services and/or to verify the Customer's lawful use of the software and the Intellectual Property Rights related thereto in accordance with the Agreement. If Bekaert needs to share information with third parties, this will be done on an anonymized / aggregated basis. Upon Bekaert's first request, the Customer shall provide (i) all requested Monitoring Data and/or technical data in a readable digital format, and/or (ii) access to its offices and systems (whether onsite or through remote internet or similar connection), including to its (local) hardware device(s) and related software, in order to allow Bekaert to (remotely) view, access and/or control the Monitoring Data, the Abstracted Data and any other technical data on the system of the Customer.

14.8 The software and the Intellectual Property Rights related thereto are provided on an "as is" and "as available" basis, without any implied or express warranty. The creation of any Monitoring Data also implies no such warranties. In particular, Bekaert does not warrant that the functions made available will meet any of the Customer's requirements.

14.9 Any unlawful use of the Deliverables, the software, the Monitoring Data, the Abstracted Data and/or the Intellectual Property Rights related thereto or breach of clauses 14.1 to 14.7 of the Agreement constitutes a material breach of the Agreement and gives Bekaert the right to immediately terminate the Agreement. Except for the right to submit entry parameters in the user interface in accordance with the Handling Instructions, and unless otherwise agreed between the Parties, the Customer shall not be entitled to modify any of the parameters in the software on the basis of which the Monitoring Data or the Abstracted Data may be processed.

15. PERSONAL DATA PROTECTION

15.1 Each Party shall process Personal Data under the Agreement in full compliance with Data Protection Legislation.

15.2 To the extent Bekaert processes Personal Data under the Agreement, it shall comply with the most recent version of its privacy policy, which is accessible at www.bekaert.com.

16. CONFIDENTIALITY

16.1 Each Party (the "Recipient") undertakes to the other Party (the "Discloser") to:

16.1.1 hold all Confidential Information of the Discloser which it obtains in relation to this Agreement in strict confidence;

16.1.2 not disclose, or authorise the disclosure of, the Discloser's Confidential Information to any third party other than pursuant to clauses 16.2, 16.3, 16.4 and 15.5;

16.1.3 not use, or authorise anyone to use, the Discloser's Confidential Information for any purpose other than the performance of undertaking the Recipient's obligations or the exercise of its rights or the receipt of any benefits pursuant to this Agreement; and

16.1.4 promptly notify the Discloser of any suspected or actual unauthorised use or disclosure of the Discloser's Confidential Information of which the Recipient becomes aware and promptly take all reasonable steps that the Discloser may require in order to prevent, stop or remedy the unauthorised use or disclosure.

16.2 Each Party may disclose the other Party's Confidential Information to its Affiliates and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and provided, that such persons:

16.2.1 need to know the Confidential Information disclosed to them;

16.2.2 have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and

16.2.3 have agreed (whether pursuant to their contracts of employment or otherwise) to comply with terms which are substantially the same as the terms of this Agreement in respect of the Confidential Information disclosed to them.

16.3 The Confidential Information of the Recipient may not be disclosed to other parties than listed in clause 16.2 without the other Party's prior written consent.

16.4 Clause 16.1 will not apply to Confidential Information to the extent that:

16.4.1 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;

16.4.2 such Confidential Information has been independently developed by the Recipient without reference to the Confidential Information of the Discloser;

16.4.3 the Discloser has approved in writing the particular use or disclosure of the Confidential Information;

16.4.4 such Confidential Information was already known by the Recipient prior to the disclosure without an obligation of confidentiality; or

16.4.5 such Confidential Information is independently received from a third party without any obligation of confidence and the Recipient has made reasonable enquiries that the third party owed no obligation of confidence to the Discloser.

16.5 Each Party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by a regulator, a relevant stock exchange or otherwise by Applicable Law.

16.6 Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this clause 16 and accordingly a party or its Affiliates will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of clause 16.

17. CUSTOMER'S LIABILITY

17.1 Bekaert shall be discharged from its obligations under this Agreement and shall not be liable for any damages, losses, costs, Claims or expenses sustained or incurred by the Customer that arise directly or indirectly from or in connection with any of the following circumstances (each a "Customer Default"):

17.1.1 the Customer is in breach of this Agreement;

17.1.2 the Customer does not fully and/or timely meet its obligations, which are required for Bekaert to be able to perform its obligations under the Agreement, other than due to a breach by Bekaert of the Agreement; or

17.1.3 Bekaert's performance of its obligations under this Agreement is prevented, hindered or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees.

17.2 The Customer will indemnify on an after tax basis, defend and hold harmless Bekaert, its Affiliates and each of their respective officers, directors, employees, suppliers, successors and assigns (together the "Beneficiaries") on demand against any damages, costs, losses, expenses and Claims incurred by the Beneficiaries (including any Claims from third parties) arising in relation to, or in connection with, any of the following:

17.2.1 Bekaert's use of the Customer Materials (including in relation to incorporation of Customer Materials into the Goods or Services) whether as a result of any defects in such materials or otherwise;

17.2.2 the incorrect incorporation, installation, assembly, use, processing, storage or handling of the Goods, the Works, the Services, the Deliverables, or any Monitoring Data, Abstracted Data or other data generated by the Goods or the Services;

17.2.3 any fines or other penalties imposed upon Bekaert as a result of the Customer's failure to comply with its obligations under clause 22.1.4 of these Standard Terms and Conditions;

17.2.4 the reliance by any third party on any information or advice which is provided by Bekaert to the Customer in relation to the Deliverables;

17.2.5 a Customer Default; and

17.2.6 Customer's actions taken or not taken based on any or all of the contents of the reports provided or any other ancillary advisory Services rendered by Bekaert.

17.3 The Customer shall be responsible for and shall indemnify Bekaert

from and against any and all Claims in respect of:

17.3.1 personal injury, sickness, illness, disease or death of or to any member of the Customer in each case arising from, relating to or in connection with the performance or non-performance of the Agreement;

17.3.2 any loss of or damage to any property of the Customer, whether:

(a) owned by the Customer; and/or

(b) hired, leased or otherwise provided by or in the possession or care, custody and control of the Customer or otherwise obtained under arrangements with financial institutions by the Customer, whether arising from, relating to or in connection with the performance or non-performance of the Agreement; and

17.3.3 subject to any other express provisions of the Agreement, personal injury, sickness, disease or death, or loss of or damage to the property, of any third party, to the extent always that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer.

18. BEKAERT'S LIABILITY

18.1 Bekaert shall be responsible for and shall indemnify the Customer from and against any and all Claims in respect of:

18.1.1 personal injury, sickness, illness, disease or death of or to any member of Bekaert in each case arising from, relating to or in connection with the performance or non-performance of the Agreement;

18.1.2 any loss of or damage to any property of Bekaert, whether:

(a) owned by Bekaert; and/or

(b) hired, leased or otherwise provided by or in the possession or care, custody and control of Bekaert or otherwise obtained under arrangements with financial institutions by Bekaert, whether arising from, relating to or in connection with the performance or non-performance of the Agreement; and

18.1.3 subject to any other express provisions of the Agreement, personal injury, sickness, disease or death, or loss of or damage to the property, of any third party to the extent always that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Bekaert.

18.2 Subject to the remainder of this clause 18 and without prejudice to clause 6.3, in the event of a valid termination of the Agreement by the Customer as a result of a failure by Bekaert to deliver the Goods or perform the Services:

18.2.1 in relation to a failure by Bekaert to deliver the Goods, Bekaert's liability shall be limited to the price incurred by the Customer in obtaining replacement goods of an equivalent or similar description and quality to the Goods at the lowest price such replacement goods are available in the market, less an amount equal to the Price for the Goods; and

18.2.2 in relation to a failure by Bekaert to perform the Services, Bekaert's liability shall be limited to the price incurred by the Customer in obtaining replacement services of an equivalent or similar description and quality to the Services at the lowest price such replacement services are available in the market, less an amount equal to the Price for the Services, and in each case this shall constitute Bekaert's sole liability and the Customer's exclusive remedy for Bekaert's failure to deliver the Goods or perform the Services (as the case may be).

18.3 Notwithstanding the provisions of clauses 7.1 and 7.4, any Claim (including non-contractual claims) made by the Customer against Bekaert arising out of or in connection with the Agreement shall be made in writing and notified to Bekaert within the shorter of the following periods:

18.3.1 2 (two) years after the end of the Warranty Period;

18.3.2 2 (two) years after the date upon which the Customer became or should have become aware in the ordinary course of business of any event or occurrence alleged to give rise to such Claim; and

18.3.3 if the Agreement is terminated for any reason before delivery of the Goods or performance of the Services is complete, 2 (two) years after the date of termination of the Agreement.

18.4 Any Claim which is not made by the Customer in accordance with clause 18.3 shall be deemed to be waived and absolutely barred and Bekaert shall be discharged of all liability whatsoever arising in respect of such Claim, to the fullest extent permitted by Applicable Law.

19. LIABILITY LIMITATION

19.1 Bekaert shall not be liable to the Customer under or in connection with the Agreement for any loss of profits or loss of revenue, howsoever arising.

19.2 Bekaert's total aggregate liability under the Agreement whether based on a Claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, the Agreement, will be limited to the lesser of: (i) the Price paid or payable under the Agreement; or (ii) £1,000,000 (one million pounds sterling).

19.3 Neither Party shall be liable to the other under, or in connection with, the Agreement for any indirect or consequential losses (even if foreseeable or if such entity has been advised of the possibility of such losses being suffered). In no event will either

Party be liable, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise for:

19.3.1 loss of data;

19.3.2 loss of anticipated savings or goodwill; or

19.3.3 loss of business, contracts or any business interruption.

19.4 The Price is determined on the basis of the exclusions from and limitations of liability contained in the Agreement.

19.5 The Parties accept that these exclusions and limitations are reasonable because of (amongst other matters) the likelihood that otherwise the amount of damages awardable to the Customer against Bekaert for certain acts or omissions of Bekaert may be disproportionately greater than the Price. The Parties therefore agree that this liability limitation amount constitutes a fair and reasonable estimate of the possible damages that could occur under the Agreement and shall not attempt to challenge such liability limitation.

19.6 Nothing in the Agreement will limit or exclude either Party's liability:

19.6.1 for intentional acts, gross negligence or fraud perpetrated by that Party or its Affiliates including fraudulent misrepresentation;

19.6.2 for death or personal injury caused by negligence of a Party or its Affiliates; or

19.6.3 where such limitation or exclusion would contravene Applicable Law.

20. FORCE MAJEURE

20.1 Neither Party shall have any liability or responsibility for any delay or hindrance in fulfilling or any failure to fulfil, any obligation under this Agreement so long as, and to the extent that, the fulfilment of such obligation is prevented, hindered or delayed as a consequence of a Force Majeure Event.

20.2 The Party affected by the Force Majeure Event shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event:

20.2.1 notify the other Party of the nature and extent of the Force Majeure Event; and

20.2.2 use Commercially Reasonable Efforts to commence performing such obligations as soon as possible or otherwise mitigate the effects of the Force Majeure Event by finding a work around to perform the obligation despite the Force Majeure Event.

20.3 Upon the occurrence of a Force Majeure Event, either Party will have the right to terminate all or part of the Agreement in accordance with clause 21.5

21. TERMINATION

21.1 Without prejudice to any other rights or remedies it may have, Bekaert may terminate this Agreement by giving notice to the Customer if:

21.1.1 the Customer fails to pay any sums due under this Agreement within thirty (30) days after receiving notice of such failure to pay; or

21.1.2 the Customer experiences an Insolvency Event.

21.2 The Customer may terminate the Agreement by giving written

notice to Bekaert if Bekaert commits a material breach of the Agreement and (if such breach is remediable) fails to take reasonable steps to remedy such breach within 30 (thirty) days after receipt of written notice containing details of the relevant breach. If the Customer validly terminates the Agreement based on this clause, clause 18.2 shall apply.

21.3 In case of invalid termination by the Customer, the Customer shall be liable to Bekaert for all costs and expenses which it incurred up until the date thereof, all work done and all his potential earnings under the Agreement.

21.4 Bekaert may terminate the Agreement by giving written notice to the Customer if the Customer commits a breach of the Agreement and (if such breach is remediable) fails to remedy such breach within 30 (thirty) days after receipt of written notice containing details of the relevant breach.

21.5 Either Party may terminate all or part of the Agreement where a Force Majeure Event, affecting the other Party's ability to perform its obligations under the Agreement, continues for a period of 90 (ninety) days or more.

21.6 Upon termination, the Customer will immediately cease use of the Goods and the Services, it being understood that the

Customer will be entitled to retain a single copy of the Monitoring Data generated by the Goods and Services prior to said termination.

21.7 The expiration or termination of this Agreement will not affect:

21.7.1 any accrued rights of either Party, including any right to receive any payments due but unpaid before expiration or termination; or

21.7.2 the continuance in force of clauses 6.3, 7.4, 7.5, 7.6, 9.3, 9.6, 13.2, 16, 17, 21.5, 22 and 23, which survive termination of this Agreement.

22. MISCELLANEOUS

22.1 Compliance with Applicable Law

22.1.1 Each Party shall, and shall procure that each of its Affiliates perform its obligations and exercise its rights pursuant to this Agreement in accordance with all Applicable Laws.

22.1.2 Without prejudice to its obligations under clause 22.1.1, the Customer shall:

(a) comply with its obligations under the Bribery Act 2010 (if any), and, in any event, will not act in such a way which may breach Bekaert's responsibilities under the Bribery Act 2010; and

(b) comply with Bekaert's policies relating to bribery and anti-corruption, as notified to the Customer from time to time.

22.1.3 If either Party receives any communication from a regulator of the other Party which relates to this Agreement then, to the extent permitted by the regulator, that Party will notify the other Party of the same as soon as reasonably practicable.

22.1.4 Each Party will retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of Goods or Services to third parties. Bekaert will not be obliged to be involved (whether directly or indirectly) in the provision of Goods and/ or Services if such provision of Goods and/ or Services is prohibited by applicable export control or economic sanctions programs. "Applicable Export Control or Economic Sanctions Programs" include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Iran, Iraq, Ivory Coast, Liberia, Libya, North Korea, Sudan, Sierra Leone, Somalia, Syria and Zimbabwe, as well as Specially Designated Nationals and Blocked Persons programs.

22.1.5 It will be the sole discretion of Bekaert to refrain from being directly or indirectly involved in the provision of Goods and/or Services that may be prohibited by Applicable Export Control or Economic Sanctions Programs.

22.1.6 The Customer represents and warrants that it is not

(a) a target of any (inter)national Sanctions;

(b) owned or controlled by, acting for or on behalf of, directly or indirectly, a target of any (inter)national Sanctions, a Sanctioned Person or involving a Sanctioned Jurisdiction;

(c) directly or indirectly involved in any business / arrangements / transactions / relations / activities / financial dealings / deliveries in or with or from or to a target of any (inter)national Sanctions, a Sanctioned Person or a Sanctioned Jurisdiction, or involving the property of a Sanctioned Person;

(d) intending to export, re-export or deliver the goods acquired under any agreement with Bekaert or any of its affiliated companies, to any jurisdiction, entity or individual that is a target of any (inter)national Sanctions, a Sanctioned Person or involving a Sanctioned Jurisdiction; or

(e) in any other way acting or operating in violation of any (inter)national sanctions regime.

22.1.7 The Customer warrants that Bekaert is not violating any (inter)national Sanctions by entering into this Agreement with the Customer and/or establishing a business relationship and/or conducting business (transactions) with the Customer.

22.1.8 The Customer will immediately notify Bekaert upon the occurrence of any event that would result in a breach of the aforementioned representations and warranties, and the Customer will immediately take all necessary measures and appropriate steps to ensure further compliance with all obligations and prohibitions stemming from the applicable sanctions regime(s).

22.1.9 In the event the Customer is not or no longer able to offer the aforementioned representations and warranties, and it cannot or no longer ensure compliance with all obligations and prohibitions stemming from the applicable sanctions regime(s), this will be considered a serious breach of this Agreement and will lead to its immediate termination.

22.2 Assignment and Subcontracting

22.2.1 The Customer shall not, without the prior written consent of Bekaert, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under this Agreement.

22.2.2 Bekaert may at any time assign or novate all or any part of its rights and obligations pursuant to this Agreement, to any of its Affiliates or to a successor. All references in this Agreement to Bekaert shall be construed as including any Affiliate or successor to which such rights or obligations (or both, as applicable) are assigned or novated.

22.2.3 Bekaert may at any time subcontract all or any part of its obligations under this Agreement, it being understood that all acts and omissions of any subcontractor in relation to the performance under the Agreement shall be deemed to be acts and omissions of Bekaert itself and Bekaert shall remain liable to the Customer for all such acts and omissions of any subcontractors as if they were those of Bekaert itself.

22.3 Further Assurance

Each Party will do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement.

22.4 Required Consents

Subject to clause 5.1, each Party will and will procure that its Affiliates obtain all regulatory approvals, licenses or consents necessary to perform its obligations pursuant to this Agreement.

22.5 Waiver

No delay or omission by either Party in enforcing or exercising any right, power or remedy will impair that right, power or remedy or be construed to be a waiver of it. A waiver by either Party of any of its rights, powers or remedies or of any breach will not be construed to be a waiver of any other right, remedy or power or any succeeding breach. No waiver or discharge of any kind will be valid unless in writing and signed by an authorised representative of the Party against whom such waiver or discharge is sought to be enforced.

22.6 Severability

If a court of competent jurisdiction or other competent body decides that any provision of this Agreement is void or otherwise ineffective but would be valid and effective if appropriately modified then such provision will apply with the modification necessary to make it valid and effective. If such a provision cannot be so modified, the provisions' invalidity or ineffectiveness will not affect or impair the validity or legal effect of any other provision of this Agreement.

22.7 Relief

A right, power, remedy, entitlement or privilege given or granted to a Party under this Agreement is cumulative with, without prejudice to and not exclusive of any other right, power, remedy, entitlement or privilege granted or given under this Agreement or by law.

22.8 Third Parties

22.8.1 Save for the Affiliates of either Party, nothing in this Agreement will confer upon any third party any right or benefit, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22.8.2 Any information, advice or any document incorporating information or advice (including inquest reports and expert reports), which is provided by Bekaert to the Customer in relation to the Deliverables, is for the benefit of the Customer only. Bekaert shall have no liability whatsoever to any third party which relies on such information or advice.

22.9 No Partnership or Agency

Nothing in this Agreement creates a joint venture or partnership between the Parties. Except as expressly authorised in this Agreement, this Agreement will not create an agency relationship between the Parties and neither Party has any authority to, and will not, act, make representations or contract on behalf of the other Party.

22.10 Variation

22.10.1 No variation or addition to the Agreement shall be valid unless it is in writing and signed by authorised representatives of each Party.

22.10.2 Bekaert shall however be entitled to vary Specifications, designs, drawings, illustrations and/or correct errors and omissions, provided the Deliverables remain in substantial conformity with the Agreement.

22.11 Entire Agreement

22.11.1 Insofar no deviation exists in Special Terms, the Agreement sets out the entire agreement between Bekaert and the Customer and supersedes all prior representations, agreements, negotiations or understandings between them relating to the subject matter of the Agreement.

22.11.2 Each Party acknowledges that, in entering this Agreement, it has not relied on any statement, representation, assurance or warranty other than those expressly set out in this Agreement.

22.12 Notices

22.12.1 Any notice to be given by either Party to the other under this Agreement must be in writing in the English language addressed to that other Party at its registered office or principal place of business or such other address as may have been notified for these purposes.

22.12.2 Notices shall be delivered by hand or sent by prepaid recorded, special delivery or first class post (or air mail post if to an address outside the United Kingdom). Delivery by courier shall be regarded as delivery by hand.

22.12.3 A notice shall be deemed to have been received:-

(a) if delivered by hand, at the time of delivery;

(b) if sent by prepaid recorded, special delivery or first class post, on the second business day after the date of posting;

(c) if sent by prepaid air mail post, on the fifth business day from the date of posting.

22.12.4 In proving service by delivery by hand, it shall be necessary only to show that delivery was made, and by post, it shall be necessary only to prove that the notice was contained in an envelope which was properly addressed and posted in accordance with this clause 22.

22.12.5 A notice given under or in connection with this Agreement is not valid if it is sent by electronic mail.

22.13 Hardship

If either Party is able to show that a material change of the economic circumstances as compared with the circumstances prevailing as at the date of this Agreement will permanently or temporarily cause the performance of its obligations hereunder to become substantially more onerous than was expected as at the date of this Agreement, the Parties shall in good faith engage in negotiations with a view to reaching agreement to make such amendments to this Agreement as will mitigate the onerous character of such obligations.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

23.2 The Customer agrees for the exclusive benefit of Bekaert that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement, its subject matter or formation or any documents entered into in accordance with its provisions (in this clause 23 "Proceedings") and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

23.3 The Customer irrevocably waives any objection which it might at any time have to the courts referred to in this clause 20 being nominated as a forum to hear, determine and settle any Proceedings and agrees not to claim that any such courts are not a convenient or appropriate forum.

23.4 The submission to the jurisdiction of the courts of England and Wales shall not limit the right of Bekaert to take Proceedings against the Customer in any other court of competent jurisdiction

and the taking of Proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
23.5 Each party agrees that the process by which any Proceedings are begun or any document relating to such Proceedings may be served in accordance with clause 22.12.