

## 1. APPLICATION OF TERMS

- a. These Terms and Conditions apply to and form part of the Contract between INEOS and the Supplier (each as defined below). They supersede any previously issued terms and conditions of purchase or supply.
- b. The Commercial Conditions (as defined below) issued by INEOS to the Supplier shall be an offer to purchase the Product (as defined below) subject to these Terms and Conditions. The Commercial Conditions may be withdrawn or amended by INEOS at any time before express or deemed acceptance by the Supplier.
- c. Acceptance of the Commercial Conditions by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which INEOS reasonably considers is consistent with acceptance of the Commercial Conditions. The Contract is formed on the date of acceptance by the Supplier and such date shall be the “**Effective Date**”.

## 2. DEFINITIONS AND INTERPRETATION

- a. In these Terms and Conditions, unless the context requires otherwise:
  - i. capitalised terms shall have the meanings set out in Schedule 1 (*Definitions*);
  - ii. a reference to ‘the Contract’ includes these Terms and Conditions and the Commercial Conditions and their respective schedules and appendices (if any) and clause, schedule and appendix headings shall not affect the interpretation of the Contract;
  - iii. a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;
  - iv. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - v. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - vi. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - vii. words defined in the singular shall include the plural and vice versa; and
  - viii. references to writing include any modes of reproducing words in a legible and non-transitory form.

## 3. GENERAL OBLIGATIONS

- a. The Supplier shall supply the Product and perform its obligations under the Contract in compliance with, and shall procure that each of its subcontractors or suppliers complies with:
  - i. the INEOS Requirements;
  - ii. all Applicable Law; and
  - iii. the Necessary Consents.
- b. The Supplier’s obligations to deliver the Product in accordance with this Contract shall include its obligations in respect of Spare Parts for such Product, as set out more fully in Appendix 1 (*INEOS After Sales Requirements*).
- c. The Supplier shall, and shall procure that each of its subcontractors or suppliers shall, include the notice set out in Appendix 3 (*INEOS Notice*) on any document or drawing produced under or in connection with the Contract (or if applicable, maintain any existing notice related to INEOS’ ownership of relevant document or drawing and/or relevant confidentiality requirements).

- d. The Supplier shall not, in its allocation of resources and manufacturing capacity, give priority to orders placed by other customers with the Supplier over those placed by INEOS based on aggregate volume or value of orders.
- e. In the event that any of the Supplier's obligations are performed on INEOS' premises, the Supplier undertakes to comply with all rules and regulations with respect to health, safety and environment in force at such premises, as well as with INEOS' internal rules (such as, but not limited to security instructions, administrative rules and general conditions of performance applying at the premises).
- f. If applicable, the Supplier shall perform the Services in accordance with Appendix 2 (*Services*).

#### 4. DELIVERY SCHEDULES

- a. INEOS shall, in accordance with the INEOS Logistics Requirements, submit to the Supplier a rolling delivery schedule setting out INEOS' requirements for the Product over the next twelve (12) months ("**Delivery Schedule**") and each Delivery Schedule shall include:
  - i. the Fixed Delivery Schedule;
  - ii. the Expected Delivery Schedule; and
  - iii. a Forecast.
- b. If INEOS cancels a Fixed Delivery Schedule, the Supplier shall be entitled to charge INEOS for its reasonable costs (or, if such costs were not reasonable, the market value) of production and of procuring input materials incurred as a result of the cancellation.
- c. If:
  - i. INEOS cancels an Expected Delivery Schedule, the Supplier shall be entitled to charge INEOS for its reasonable costs (or, if such costs were not reasonable, the market value) of procuring input materials incurred as a result of the cancellation only; or
  - ii. the quantity of Product in fact required by INEOS is less than the lowest value in the Buffer Range for that Product in the relevant Expected Delivery Schedule, the Supplier shall be entitled to charge INEOS for its reasonable costs (or, if such costs were not reasonable, the market value) of procuring input materials for such quantity of Product less than the lowest value in the Buffer Range for that Product in the relevant Expected Delivery Schedule.
- d. The Forecast shall not be binding on INEOS.
- e. The Fixed Delivery Schedule and Expected Delivery Schedule together shall hereinafter be referred to as the "**Order**". Each Order shall include the delivery location, dates, times and all other information as INEOS considers relevant to the supply, delivery and/or purchase of the Product. Any terms and conditions which may purport to form part of any order confirmation or otherwise from the Supplier shall not apply to such Orders.

#### 5. DELIVERY OF PRODUCT

- a. The Supplier shall deliver the Product to INEOS in accordance with each and every Order. Unless otherwise agreed, the delivery terms shall be interpreted in accordance with the Incoterms.
- b. Timely delivery in accordance with each Order is a material condition of this Contract. If the delivery dates or times as set out in an Order cannot be met, then the Supplier shall:
  - i. immediately notify INEOS;
  - ii. provide INEOS with all relevant information in respect of the relevant failure, the reasons for delay and mitigating actions;
  - iii. provide INEOS with access at all reasonable times, after prior notice, to the Supplier's premises (including the premises of any of its subcontractors or suppliers) to examine the circumstances of such delivery failure; and

- iv. follow any instructions given by INEOS to avoid any delay, potential production line stoppage or interruption to normal production work at INEOS.

Any such notice or consequent instructions of INEOS pursuant to this clause 5.b shall not be construed as relieving the Supplier from its obligations under the Contract. Both Parties agree to act reasonably and in a cooperative manner to resolve any issues that arise which may occasion delay.

- c. The Supplier acknowledges that INEOS may suffer loss of profits and other direct and indirect losses as a result of the Supplier's late delivery of Product and all such losses are considered foreseeable.
- d. Title to the Product shall pass from the Supplier to INEOS upon delivery of the Product to INEOS at the designated place of delivery as stated in the Order. Risk of loss or damage to the Product shall pass from the Supplier to INEOS in accordance with the relevant Incoterms.
- e. INEOS shall not be required to accept, take delivery of, or make payment for, any Product delivered which has not been ordered, or is otherwise delivered in breach of this Contract. Any such Product shall at all times remain at the Supplier's risk. The Supplier shall bear any costs associated with the collection or return of such Product as directed by INEOS.
- f. The Supplier shall use reasonable efforts to fulfil any requests by INEOS to deliver Product at such earlier dates or times and/or at greater quantities than set out in an Order.
- g. INEOS and the Supplier shall, as soon as is reasonably practicable, meet to discuss in good faith the ability of the Supplier to implement and maintain a safety reserve (in finished goods and/or components and/or raw materials) taking into account lead times for purchased goods and component values. In addition, if the Supplier fails to deliver in accordance with its obligations, INEOS reserves the right to have the Supplier implement and maintain an appropriate safety reserve.
- h. If the Supplier becomes aware, or should have become aware, of a shortage of purchased goods or components on the market which has the potential to impact supply of the Product or the Supplier receives a notification regarding a production delay of such purchased good or component, then the Supplier shall promptly notify INEOS and implement and maintain an appropriate Product safety reserve, until such time as the circumstances giving rise to the need for such safety reserve no longer persist.

## 6. SHIPPING, BILLING AND CERTIFICATION

- a. The Supplier shall properly pack, mark, label and ship (with relevant carriers in a manner to secure lowest transportation cost) the Product in accordance with all Applicable Laws, the INEOS Requirements and any additional instructions issued by INEOS, provided that INEOS shall give timely notice of any such instructions.
- b. The Supplier shall promptly provide the bill of lading or other shipping receipt for each shipment to INEOS and include correct identification of the Product shipped and any applicable carrier's requirements on bills of lading or other shipping receipts.
- c. The Supplier shall provide INEOS with sufficient warning and notice in writing (including appropriate labels on the Product, containers and packing) of any hazardous material which is a raw material in, or a part of, the Product or packaging, together with such special handling instructions as may be necessary to advise carriers, INEOS, and their respective employees, of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Product, containers and packing shipped to INEOS.
- d. The Supplier shall ensure that no foreign objects, other matter or markings shall be placed in, on or around the Parts or packaging thereof, such as would cause personal injury or offence to any person whilst at INEOS and/or any subcontractor or sub-supplier of INEOS, or otherwise adversely affect the Product or packaging quality.
- e. The Supplier shall apply an effective batch coding system to each Product supplied so that such Product can be readily identified in the event of a Recall.
- f. The Supplier shall provide to INEOS information, documentation or certifications (as necessary):
  - i. for INEOS to comply with laws related to the import, export or re-export of the Product;
  - ii. related to the origin of the Product (including declarations for preferential origin);

- iii. a list and amounts of all raw materials, substances, components or parts in the Product;
- iv. information concerning all raw materials, substances, components or parts in the Product (including certificates of origin, local commodity classifications or HS codes (if any)); and/or
- v. information concerning any changes in or additions to such raw materials, substances, components or parts,

in each case in such form and detail as INEOS may direct.

## 7. PRICE AND PAYMENT

- a. The Price for the Product shall be determined in the Commercial Conditions.
- b. Unless otherwise agreed in writing between the Parties:
  - i. the Price shall be the full amount payable for the Product (excluding VAT);
  - ii. the Price shall include the cost of preparing documentation (including single-part drawings) for Spare Parts (including as amended or varied pursuant to an Agreed Change) in accordance with the requirements of Appendix 1 (*INEOS After Sales Requirements*);
  - iii. the Supplier shall maintain an open book approach in relation to the total piece price for the Product and shall provide to INEOS a breakdown which shall comprise the base price and (where applicable): (i) raw material costs, (ii) packaging cost, (iii) transport cost, (iv) duties and customs charges, (v) consignment and/or handling charges, and/or (vi) any other costs or expenses relevant to the scope of supply;
  - iv. the Supplier shall invoice INEOS on delivery of the relevant Product in accordance with the Order. The invoice shall include details of the basis on which the amount in the relevant invoice is calculated together with all such supporting documents as may be required by INEOS from time to time; and
  - v. the Price shall be payable no later than the last Business Day which is sixty (60) days from the end of the month in which INEOS receives a valid invoice.
- c. The Supplier agrees to accept payment of the Price by electronic transfer of funds.
- d. The Supplier shall not suspend deliveries as a result of any sums payable under the Contract being outstanding.
- e. If any sum payable under the Contract is not paid on or before the due date for payment, then without prejudice to either Party's rights under the Contract, the Party due to receive the payment shall be entitled to charge the other Party interest on that sum at two per cent. (2%) per annum above the Barclays Bank plc base rate from and including the due date until but excluding the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- f. INEOS and the Supplier shall work together in good faith with a view to:
  - i. reduce the cost to the Supplier of producing the Product;
  - ii. improve the Product in both manufacture and assembly including the ease and cost of manufacture and assembly;
  - iii. improve the ease and cost of integrating and incorporating the Product into the Vehicle; and
  - iv. reduce the incidence of warranty claims arising from or in relation to the Product,and the Price for the relevant year shall apply the net benefit of any cost reductions.

## 8. CHANGE CONTROL

- a. The Supplier shall not, and shall procure that its subcontractors and suppliers do not, make, incorporate or otherwise implement any Change other than in accordance with this clause 8 and the INEOS Quality Requirements.

- b. Either Party shall be entitled at any time to request a Change by submitting a Change Request to the other Party.
- c. If a Change Request is submitted under clause 8.b, then INEOS shall, as soon as is reasonably practicable after submission of the relevant Change Request:
  - i. (if such Change Request has been made by the Supplier) notify the Supplier if it determines the Change should not be further evaluated; or
  - ii. establish a team (and if required with the Supplier's support and participation) to evaluate the Change comprised of such persons as INEOS considers relevant for the purposes of evaluating the Change (each an "**Evaluation Team**").
- d. The Evaluation Team shall carry out an assessment of the technical, financial and commercial impact (including any impact on timelines or Delivery Schedules) of the Change (an "**Evaluation Team Assessment**").
- e. If a Change is requested that impacts the cost of a Product, then the Parties shall enter into good faith discussions to agree the Price impact to the extent necessary to reflect the costs directly incurred or saved (as the case may be) as a result of the relevant Change (an "**Agreed Price Amendment**").
- f. The Evaluation Team shall submit the Evaluation Team Assessment, including the Agreed Price Amendment, to such representatives of INEOS as are authorised to make a final determination in respect of the relevant Change Request and INEOS shall notify the Supplier whether the Evaluation Team Assessment is approved, rejected (in each case in whole or in part), or requires further evaluation (in each case, a "**Change Decision**").
- g. If INEOS approves a Change (in whole or in part) then with effect from the date on which INEOS submits the Change Decision approving such Change to the Supplier under clause 8.f, the Contract shall be deemed to be amended to implement the relevant Change approved (in whole or in part) and such Change shall thereby become an "**Agreed Change**". The Supplier shall provide and/or the Parties shall execute, such further documents, reports or other information as may be necessary to give effect to such Agreed Change.
- h. Unless an Agreed Change has been implemented by the Parties in accordance with clause 8.g, the Supplier shall continue to supply the Product to INEOS, as required to fulfil any Order in accordance with the terms of the Contract.

## 9. QUALITY ASSURANCE AND RECORD MANAGEMENT

- a. The Supplier shall (and shall procure that its subcontractors and suppliers shall) establish and maintain quality management and document information and retention systems in accordance with the INEOS Quality Requirements, IATF 16949:2016 and/or ISO 9001 (each as updated from time to time), and shall on the reasonable request of INEOS, provide INEOS with information and certifications as required in respect of the supply of the Product to INEOS.
- b. The Supplier shall, on reasonable notice during normal business hours, permit INEOS or its representatives to access the Supplier's facilities (or any facilities of its subcontractors or suppliers) to inspect or test the Product (and where applicable take samples), facilities and equipment used by Supplier in the manufacture of the Product or the stock levels, or materials or property of INEOS held at such facilities. The Supplier shall remain fully responsible for the Product and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- c. In the event that the results of an inspection or testing undertaken pursuant to clause 9.b cause INEOS to reasonably conclude that the Product does not conform, or is unlikely to conform, with an Order and/or the terms of the Contract, INEOS shall inform the Supplier and the Supplier shall (at its own cost) take such action as is necessary to ensure conformity and, in addition, INEOS or its representatives shall have the right to require and witness further testing and inspection, including additional visit(s).
- d. The Supplier shall for a period of at least fifteen (15) years from the last delivery of the Product, keep accurate and complete records in respect of the supply of the Product to INEOS, the performance of the Supplier's obligations under the Contract and any payment made to the Supplier ("**Records**") and shall, if requested by INEOS on reasonable prior notice and during Working Hours, permit INEOS to examine its Records to the extent necessary to verify the performance of the Supplier's obligations under the

Contract. Any such examination shall be made at INEOS' expense by an independent auditor appointed by INEOS provided that, if the audit reveals that the Supplier has not complied with the requirements of the Contract, then such costs shall be borne by the Supplier.

- e. In the event that any authorities responsible for vehicle safety standards demand inspection of the production process and disclosure of Records, the Supplier shall, upon request of INEOS, give such authorities access to such Records and provide them with any support as may reasonably be expected.

## 10. WARRANTY

- a. Each Party represents and warrants to the other that:
  - i. it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Contract and the transactions contemplated by it;
  - ii. it is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and, if relevant under such laws, in good standing; and
  - iii. it conducts its business in a manner that is consistent with all Applicable Law.
- b. The Supplier represents and warrants to INEOS that during the Warranty Period:
  - i. the Product shall conform to the Specification and shall be of satisfactory quality, of good material and workmanship and free from defects in material and workmanship;
  - ii. the Product shall comply with Applicable Laws (including those related to the environment, or protection or pollution of the environment, or the health and safety of any human) of the countries which the Product, or the Vehicles into which the Product is to be incorporated, are to be sold; and
  - iii. it knows of INEOS' intended use of such Product for a motor vehicle for sale and use in various territories throughout the world including the UK, Europe and United States of America (including use as Spare Parts in respect of such vehicle) and expressly warrants that the Product shall be fit and sufficient for the particular purposes intended by INEOS.
- c. Any Product (or part thereof) repaired or replaced in accordance with the Contract shall be warranted by the Supplier in accordance with clause 10.b and, for these purposes, the Warranty Period shall be deemed to commence on the date on which the relevant Product is repaired or replaced such that it conforms with the terms of the Contract.

## 11. NON-CONFORMING PRODUCT

- a. The Supplier shall immediately notify INEOS, and INEOS may notify the Supplier, upon becoming aware of a potential safety or quality issue in respect of the Product.
- b. If, in INEOS' reasonable opinion, any Product is a Non-conforming Product, then INEOS shall notify the Supplier as soon as is reasonably practicable after discovering such suspected non-conformity and the Supplier shall:
  - i. be responsible for analysing the Non-conforming Product for defects against the Specification;
  - ii. be entitled (at its discretion and cost) to analyse the Non-conforming Product at the Supplier's manufacturing location or such alternative location as agreed between the Parties;
  - iii. permit INEOS to attend and participate in any analysis and provide access to any reports and data related to such analysis (including 8D reports); and
  - iv. complete the analysis and agree a written statement with INEOS which apportions responsibility, in percentage terms, for the defects (if any) in the Non-conforming Product between the Supplier and INEOS (a "**Responsibility Statement**").
- c. The Parties will use their best endeavours to complete the Responsibility Statement within twenty (20) Business Days of the date on which the Non-conforming Product were made available to the Supplier (unless the parties agree on an alternative timescale).
- d. If the Parties cannot agree a Responsibility Statement the matter shall be referred to a third party for expert determination. The Parties' agreed Responsibility Statement or expert's decision, as the case

may be, shall be the basis for the Supplier compensating INEOS for any loss and damage caused by any Non-conforming Product.

- e. The Supplier shall report to INEOS any immediate actions taken by it to prevent any supply chain or process disruption no later than twenty-four (24) hours after any notice given or received under clause 11.a or 11.b.

## 12. RECALL

- a. The Supplier shall (at its own cost) co-operate fully with, and provide all reasonable assistance to, INEOS in the event of any Recall.
- b. If a Recall is proposed by INEOS, required or requested of INEOS or otherwise anticipated, then INEOS shall notify the Supplier in writing of such Recall as soon as is reasonably practicable and INEOS shall use reasonable endeavours to ensure that such notice is given in advance of the relevant Recall commencing (a "**Recall Notice**").
- c. If INEOS submits a Recall Notice to the Supplier, then INEOS shall meet and discuss in good faith with the Supplier the relevant Recall with a view to agreeing the details of the relevant Recall (including the allocation of all costs and expenses in connection with the relevant Recall between the Supplier and INEOS) as soon as is reasonably practicable after the relevant Recall Notice and INEOS shall use reasonable endeavours to ensure that such meetings and discussions are completed in advance of the relevant Recall commencing.
- d. If INEOS and the Supplier expressly agree in writing the details of a Recall under clause 12.c, then INEOS shall use reasonable endeavours to implement the Recall, or procure that the Recall is implemented, in a manner which is consistent with such agreement.
- e. Unless the Parties expressly agree otherwise in writing under clause 12.c, the Supplier shall pay to INEOS subject to any limitation of liability agreed between the Parties or otherwise applicable:
  - i. such amount as will reimburse INEOS for all costs and expenses incurred by INEOS in remedying the relevant INEOS products in connection with a Recall to the extent that the relevant Recall arose as a result of, or in connection with, any defect in a Product supplied under the Contract; and/or
  - ii. if INEOS, in connection with a Recall: (A) provides an extended warranty for the relevant INEOS product; (B) provides customer incentives to increase the Recall completion rate; or (C) takes any other actions, then such amount as will reimburse INEOS for any costs and expenses incurred by INEOS in connection with such actions(the "**Recall Costs**").
- f. INEOS shall provide a regular update to the Supplier on the Recall Costs during the relevant Recall.
- g. If a Recall is commenced, then the Parties shall seek in good faith to agree a schedule for payments to INEOS under clauses 12.e.i and/or 12.e.ii (each such schedule being a "**Payment Schedule**"). INEOS shall invoice the Supplier, and the Supplier shall pay INEOS, in accordance with the Payment Schedule.
- h. If a Payment Schedule is not agreed in accordance with clause 12.g on or before the date that is ten (10) Business Days after the relevant Recall is commenced, then INEOS may:
  - i. submit an invoice to the Supplier for up to fifty per cent. (50%) of INEOS' projection of the total amount that shall be payable under clauses 12.e.i and/or 12.e.ii in respect of the relevant Recall; and
  - ii. submit an invoice to the Supplier, up to once in each quarter following the first payment in respect of any outstanding amount payable under clauses 12.e.i and/or 12.e.ii,and in each case the Supplier shall pay to INEOS an amount equal to the amount set out in any such invoice within ten (10) Business Days of receipt of the relevant invoice.
- i. Neither Party shall be deemed to have admitted that the amount of any interim payment of an amount payable under clauses 12.e.i and/or 12.e.ii is the amount for which the Supplier shall ultimately be liable to pay INEOS under clauses 12.e.i and/or 12.e.ii. INEOS' rights under this clause 12 are in addition to any other rights that it may have to recover from the Supplier for any Non-conforming Product. Neither

Party shall be deemed to have waived any right it might have against the other Party relating to any Non-conforming Product.

## 13. COMPONENT CHANGES AND END OF PRODUCTION

### *Component Changes*

- a. If any component that forms part of any Product has been varied or discontinued by the relevant manufacturer or any such variation or discontinuation is proposed by the relevant manufacturer (together a “**Component Change**”), then the Supplier shall:
  - i. notify INEOS of such Component Change promptly after becoming aware of the relevant Component Change;
  - ii. consult with INEOS in good faith in respect of the Supplier’s response to the relevant Component Change and take account of INEOS’ comments in respect of the Supplier’s response to the relevant Component Change;
  - iii. either:
    - (A) purchase such quantity of the component that is the subject of the relevant Component Change as will enable the Supplier to satisfy the supply to INEOS of a quantity of the relevant Product no less than the quantity expressly agreed between INEOS and the Supplier for the purposes of this clause 13.a.iii(A) (as may be amended by the express agreement of the Parties from time to time); or
    - (B) source a replacement component and undertake any required development or adaptation work and integrate the relevant replacement component into a revised version of the relevant Product such that the relevant Product can be used by INEOS in exactly the same way as INEOS used the relevant Product prior to such revision (subject to any deviation expressly approved by INEOS in writing),  
  
and, in either case, the Supplier shall (except for any Price adjustment on the component cost price which shall be agreed by the Parties in accordance with clause 8) make no charge to INEOS for carrying out its obligations under this clause 13.a.iii; and
  - iv. notify INEOS of which course of action under clause 13.a.iii the Supplier has determined to take promptly upon making such determination.

### *End of Production*

- b. If at any time the Supplier intends to cease production of any Product, then the Supplier shall:
  - i. notify INEOS of such intent; and
  - ii. not, without INEOS’ express written approval, cease production of that Product before the date that is two (2) years after the date of notice provided under clause 13.b.i.
- c. INEOS may at any time:
  - i. submit an order for the relevant Product to the Supplier for an ‘all time buy’ for a quantity of the Product required by INEOS to satisfy Spare Part or service requirements for the longer of fifteen (15) years or such other period as may be required by Applicable Law from time to time (an “**All Time Buy Order**”); and/or
  - ii. notify the Supplier that INEOS wishes to purchase any or all of the Tooling associated with the Product (a “**Tooling Purchase Notice**”).
- d. If INEOS places an All Time Buy Order under clause 13.c.i then, subject to clause 13.f, the Supplier shall sell and supply to INEOS, and INEOS shall purchase from the Supplier, the Product in accordance with the terms of the Contract and All Time Buy Order.
- e. If INEOS submits a Tooling Purchase Notice under clause 13.c.ii, then the Supplier shall sell and supply to INEOS, and INEOS shall purchase from the Supplier, any such Tooling at a price and on terms to be agreed between the Parties (each acting reasonably).

- f. The price for a Product for the purposes of an All Time Buy Order shall be (subject to any express agreement between the Parties to the contrary) the Price as at the date the relevant All Time Buy Order is submitted to the Supplier under clause 13.c.i.
- g. If the Supplier issues a notice under clause 13.b.i or 15.b, then the Supplier shall, if requested by INEOS:
  - i. cooperate diligently with INEOS to identify an alternative supplier for the relevant Product who is acceptable to INEOS; and
  - ii. identify the Supplier's component-part and raw-material suppliers relating to the relevant Product.

## 14. SUPPLIER DISTRESS

- a. If the Supplier enters into Supplier Distress, then (without prejudice to any other rights or obligations of the Parties):
  - i. the Supplier shall notify INEOS within five (5) Business Days;
  - ii. INEOS may request and the Supplier shall promptly provide such further information regarding the Supplier's financial condition as INEOS reasonably requires;
  - iii. INEOS may request that the chief financial officer (or equivalent representative) of the Supplier attends a meeting with INEOS to discuss the Supplier Distress and the Supplier's proposed mitigations;
  - iv. INEOS shall have the right to pay the Supplier's subcontractors or suppliers any amounts which the Supplier has not paid or take any other actions reasonably necessary (including by way of step-in) in order to ensure the continued performance of the Supplier's obligations under the Contract;
  - v. INEOS shall have the right to set-off any amounts it has paid to the Supplier's subcontractors or suppliers in accordance with clause 14.a.iv against any amounts it owes to the Supplier under the Contract;
  - vi. the Supplier shall take any actions which INEOS reasonably requires, including procuring the execution of financial guarantees;
  - vii. INEOS shall have the right to request any reasonable changes to the provisions of clause 7.b.v; and
  - viii. the Supplier shall provide any assistance reasonably required by INEOS in connection with its contingency or exit planning.

## 15. TERMINATION

- a. INEOS may, at any time, terminate the Contract for convenience by giving not less than twelve (12) months' written notice to the Supplier.
- b. The Supplier may, at any time after the Effective Date, terminate the Contract for convenience by giving not less than twenty-four (24) months' written notice to INEOS.
- c. Either Party may terminate the Contract with immediate effect by giving written notice to the other if the other Party:
  - i. commits a material breach of any term of the Contract which breach is irremediable or, if such breach is remediable, the other Party fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so; or
  - ii. enters into an Insolvency Event.
- d. INEOS may terminate the Contract, an Order or All Time Buy Order (as applicable), with immediate effect by giving written notice to the Supplier if:
  - i. the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
  - ii. the Supplier fails to make progress so as to endanger timely and proper completion of Services (if applicable) or delivery of the Products and does not correct such failure within ten (10)

Business Days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from INEOS specifying such failure.

- e. The Supplier may terminate the Contract with immediate effect by giving written notice to INEOS if INEOS fails to pay any amount properly due under the Contract (excluding any amount which is the subject of a *bona fide* Dispute by INEOS) and the outstanding amount(s) remain(s) unpaid on the date falling sixty (60) days after receipt by INEOS of a demand from the Supplier advising INEOS that it intends to terminate the Contract unless INEOS pays the outstanding amount(s) without further delay.
- f. Upon termination of the Contract under clause 15.a, 15.b or 19.i, INEOS shall pay to the Supplier any payment which would have become due in respect of the period up to and including the date on which the Contract terminates, and any other due and unpaid payment at the date of such termination.
- g. On any termination or expiry of the Contract:
  - i. the Contract shall continue in full force and effect in respect of the Products of which delivery has been made;
  - ii. the Supplier shall, if so required by INEOS, complete and deliver any partially completed Products which are the subject of a terminated or outstanding Order or All Time Buy Order (as applicable) at the time of termination of the Contract, and the terms of the Contract shall apply to such Products;
  - iii. except in respect of termination of the Contract under clause 15.a, 15.b or 15.e, INEOS shall be entitled to cancel some or all of the then-current Orders or All Time Buy Orders (as applicable) without liability; and
  - iv. in addition:
    - (A) INEOS shall have the option to buy all Products and work in progress (not already owned by INEOS) and, if INEOS exercises such option, then the Supplier shall sell, and transfer title and possession to, such Products and work in progress to INEOS. The price of any work in progress shall reflect the degree of completion of manufacture of such Products;
    - (B) all rights and licences granted by INEOS pursuant to the Contract shall cease, save to the extent required to enable the Supplier to fulfil any obligations under the Contract which survive termination or expiry of the Contract;
    - (C) the Supplier shall take all actions necessary to protect INEOS' property in the possession of the Supplier or its subcontractors or suppliers; and
    - (D) the Supplier shall cooperate with INEOS (including attending meetings as requested by INEOS from time to time) to ensure a smooth handover to a new supplier and to minimise production disruption during that handover.
- h. The termination of the Contract shall be without prejudice to any rights, remedies or obligations which shall have accrued or become due prior to the date of termination.

## 16. INTELLECTUAL PROPERTY

- a. Nothing in the Contract shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in the Contract.
- b. All Foreground IP shall, as of its creation, vest in and become the absolute property of INEOS. The Supplier shall transfer, or shall ensure the transfer of, any Foreground IP to INEOS with full title guarantee and the Supplier shall take all necessary actions, or shall ensure that the necessary actions are taken (including signing any documents), to ensure that such Foreground IP vests in full with INEOS in accordance with this clause 16.b (whether during the Term or, if applicable following termination of this Contract).
- c. Subject to the Supplier having complied with its obligations under clause 16.b, INEOS grants to the Supplier for the Term, a non-exclusive and irrevocable (in each case during the Term), non-transferable, personal licence to use INEOS' IP (including the Foreground IP) to the extent necessary for fulfilling the Supplier's obligations under the Contract.

- d. The Supplier shall, in using any of INEOS' IP in accordance with clause 16.c, comply with any guidelines (including branding guidelines) provided by INEOS to the Supplier, or posted by INEOS on its website, from time to time.
- e. The Supplier hereby grants to INEOS a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable licence of the Supplier's IP incorporated into, or required in connection with the use and enjoyment of, the Product supplied to INEOS under the Contract. The foregoing licence shall include the right to use, market, sell, keep, import, repair, make, have made, maintain, develop, modify and overhaul the Product, and the right to use and incorporate them with or in any other product or service, in each case to the extent necessary for the Project.
- f. The Supplier shall not use any of INEOS' IP for any purpose other than fulfilling its obligations to INEOS under the Contract.
- g. The Supplier shall not assist any other person to do or omit to do anything to diminish the IP belonging to, or provided to the Supplier by, INEOS or impair any registration of such IP.
- h. The Supplier represents and warrants to INEOS that the Product, and the use of the Product by INEOS and any subsequent owner of the Product, shall not infringe any third-party IP. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of the foregoing warranty. Upon reasonable request in writing, the Supplier shall provide to INEOS all information in its possession on licences by third parties to the Supplier where the Supplier uses the third-party IP in order to supply the Product.

## 17. CONFIDENTIALITY

- a. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information disclosed to it by the other Party, except to the extent permitted by clause 17.b.
- b. Each Party may disclose the other Party's Confidential Information:
  - i. to its (and in the case of INEOS, its Affiliates') Associated Persons who need to know such information for the purposes of carrying out the disclosing Party's obligations under the Contract, provided that the disclosing Party takes all reasonable steps to ensure that its Associated Persons are bound by confidentiality obligations equivalent to those contained in this clause 17. The disclosing Party shall be responsible for its Associated Persons' compliance with the confidentiality obligations set out in this clause 17;
  - ii. as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the disclosing Party is subject or submits provided that that Party shall (to the extent permitted by law) give prompt notice in order to permit the other Party to seek a protective or similar order with respect to such Disclosed Information; and
  - iii. to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this clause 17.
- c. On termination or expiry of the Contract, each Party shall promptly destroy or return to the other Party the Confidential Information relating to the other Party and any records or copies of the same in whatever form.
- d. The Supplier shall not, without INEOS' express written approval:
  - i. in any manner advertise or publish the fact that the Supplier has entered into the Contract; or
  - ii. use any trade marks or trade names of INEOS in the Supplier's advertising or promotional materials.
- e. Each Party acknowledges that damages alone may not be an adequate remedy for breach of this clause 17 and that equitable relief may be a more appropriate remedy, without prejudice to any other rights or remedies the applicant Party may have.
- f. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of this clause 17 by the Supplier.

## 18. LIABILITY

- a. If in respect of any Product, the Supplier is in breach of its obligations under the Contract (whether failure by the Supplier to meet the delivery dates or times as set out in an Order, the delivery of Non-Conforming Product, or otherwise), then without prejudice to INEOS' other rights and remedies, INEOS may reject the Product and/or elect one or more of the following remedies:
  - i. give the Supplier the opportunity, at Supplier's risk and expense, either to remedy any defect in the Product, or to supply replacement Product and carry out any other necessary work to ensure the terms of the Contract are fulfilled, as soon as reasonably possible and in any event no later than fifteen (15) Business Days of the agreed Responsibility Statement or expert's decision made in accordance with clause 11.d;
  - ii. (in the event INEOS suffers production line stoppage or interruption to normal production work) charge the Supplier for each calendar day (or part thereof) of delay, which shall be calculated by INEOS taking into consideration:
    - (A) labour down time calculated by reference to the duration of the stoppage, interruption, or additional work (as the case may be);
    - (B) the cost of any additional resources (calculated on the same basis as above) and materials required to remedy such breach; and
    - (C) costs associated with INEOS managing the identification, removal and replacement of Non-Conforming Product (including but not limited to the inspection, repair or segregation of the Non-Conforming Product);
  - iii. obtain substitute products from another supplier or carry out, or procure that a third party carries out, such works as may be necessary to make the relevant Non-conforming Product conform with the terms of the Contract and recover from the Supplier any costs and expenses reasonably incurred by INEOS in obtaining such substitute products;
  - iv. require the Supplier to repay the price, or provide a credit note, for the Non-conforming Product in full; and/or
  - v. charge the Supplier for actual costs and expenses as have been paid by INEOS (reduced by the proportion of responsibility attributed to INEOS (if any) as agreed in the Responsibility Statement or expert's decision made in accordance with clause 11.d) arising out of or in connection with the relevant breach,  
  
and INEOS shall use reasonable endeavours to mitigate such costs, losses, liabilities or expenses.
- b. Any payment by INEOS for any Non-conforming Product shall not: (i) constitute an acceptance or a waiver of any claims in respect thereof; (ii) limit or impair INEOS' right to assert any legal or equitable remedy in respect thereof; or (iii) relieve the Supplier's responsibility for latent defects in respect thereof.
- c. Nothing in the Contract shall limit or exclude the liability of either Party for:
  - i. death or personal injury resulting from negligence;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

## 19. FORCE MAJEURE

- a. Subject to clause 19.b, "**Force Majeure Event**" means any event or occurrence which could not have been prevented, overcome, avoided or foreseen by, which is beyond the control of, and did not arise as a result of any fault or negligence on the part of, the Party claiming the event as a Force Majeure Event including (provided that the foregoing requirements are satisfied) acts of God, governmental act, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or civil commotion.
- b. The following events or circumstances shall not be, or be deemed to be, a Force Majeure Event:

- i. failure of either INEOS or the Supplier to perform any of their respective obligations under the Contract which contributed to the occurrence of an event which would be a Force Majeure Event but for this clause 19.b.i;
  - ii. any failure by either INEOS or the Supplier to reach agreement with a third party;
  - iii. any failure, or delay, in performance by a subcontractor or supplier (unless it would be excused for reasons of a Force Majeure Event if the subcontractor or supplier was a party to the Contract);
  - iv. lack of funds for any reason or inability to use available funds for any reason; or
  - v. failure of either INEOS or the Supplier to make any payment of money in accordance with its obligations under the Contract.
- c. Neither Party (the “**Claiming Party**”) shall be liable under the Contract for any delay or non-performance of its relevant obligations under the Contract to the extent that, and for such period as, the Claiming Party is prevented from performing such obligations under the Contract, in whole or in part, as a result of a Force Majeure Event.
- d. Notwithstanding clause 19.c, the Claiming Party shall continue to perform all of its obligations under the Contract which are not affected by a Force Majeure Event, in accordance with the Contract.
- e. The Claiming Party shall, within three (3) days after becoming aware of the Force Majeure Event, notify the other Party of the nature, extent, effect and likely duration of the Force Majeure Event.
- f. In addition to its other obligations in respect of a Force Majeure Event, the Claiming Party shall:
  - i. use reasonable endeavours to prevent and minimise the effect of the relevant Force Majeure Event on the performance of its obligations under the Contract (this shall include having recourse to alternate acceptable sources of services, materials and equipment);
  - ii. provide the other Party with regular updated reports as to the nature of the delay and its effect upon the time of performance; and
  - iii. use reasonable endeavours to ensure resumption of the normal performance of its obligations under the Contract after the termination of any Force Majeure Event and, for the duration of a Force Majeure Event, shall perform its obligations to the maximum extent practicable and agreed between the Parties.
- g. If the Supplier is prevented from performing its obligations under the Contract by a Force Majeure Event, then:
  - i. INEOS may reduce the quantity of Product set out in any Order, without any liability to the Supplier; and
  - ii. if requested by INEOS, the Supplier shall, within five (5) days provide adequate assurances to INEOS that any delay attributable to the relevant Force Majeure Event shall not exceed thirty (30) days or notify INEOS that such assurances cannot be given.
- h. Within fourteen (14) days following the cessation of any Force Majeure Event, the Claiming Party shall submit to the other Party reasonable proof of the nature of the delay and its effect upon the time of performance of its obligations under the Contract.
- i. If:
  - i. any delay attributable to a Force Majeure Event continues for thirty (30) or more consecutive days or sixty (60) non-consecutive days in any twelve (12) month period; or
  - ii. the Supplier fails to respond to a request from INEOS under clause 19.g.ii or notifies INEOS under clause 19.g.ii that it cannot give the requested assurances,then INEOS may terminate the Contract with immediate effect by giving written notice to the Supplier.

## 20. COMPLIANCE WITH LAWS

- a. The Supplier warrants and undertakes to INEOS that in connection with the performance of its obligations under the Contract or in any dealing relating to INEOS:

- i. it shall not commit any offence under all applicable Financial Crime Laws and shall procure that its Associated Persons shall not, engage in any activity, practice or conduct which would otherwise constitute an offence under the Financial Crime Laws;
  - ii. it does not have any knowledge or indication that the Product and/or Services (if applicable), would constitute criminal property or any equivalent definition of the proceeds of crime under Financial Crime Laws and that any consideration paid by INEOS for the purchase of the Product and/or Services (if applicable) will be used for lawful purposes by the Supplier;
  - iii. it shall not offer, promise or give, request, agree to receive or accept, directly or indirectly any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct itself in a manner contrary to applicable Bribery Laws and shall procure that its Associated Persons shall not, engage in any activity, practice or conduct which would otherwise constitute an offence under the Bribery Laws;
  - iv. it has and shall maintain in place throughout the term of the Contract, appropriate policies, procedures and training, including but not limited to adequate procedures under the Bribery Laws designed to prevent acts of bribery and corruption by it or its Associated Persons;
  - v. the Supplier is fully aware of and shall comply with all applicable Anti-Slavery Laws and international conventions (including but not limited to the International Labour Organisation Core Conventions, the United Nations Global Compact and the UN's Guiding Principles on Business and Human Rights) and applicable Labour Laws and that it has in place robust and reasonable internal procedures to ensure that it and its Associated Persons comply with Anti-Slavery and Labour Laws;
  - vi. it shall comply with all Export Control and Trade Sanctions Rules and none of the Supplier and/or its Associated Persons are subject to any sanctions or restrictive measures imposed under Export Control and Trade Sanctions Rules, and Supplier agrees that it shall immediately notify INEOS in writing upon becoming aware that the Supplier and/or its Associated Persons have become the subject of any such sanctions or restrictive measures providing as much relevant information as possible; and
  - vii. the Supplier has not taken nor will take directly or indirectly, any action that would cause any of INEOS' officers, directors, employees and/or Affiliates to be in breach or violation of Financial Crime Laws, Anti-Bribery Laws, Anti-Slavery Laws, Labour Laws and/or Export Control and Trade Sanction Rules (collectively "**Compliance Laws**"), and shall provide INEOS with such information and/or documentation (including but not limited to identification documentation) as shall be required to comply with such Compliance Laws.
- b. The Supplier shall promptly (and in any event within five (5) Business Days of becoming aware) report to INEOS:
    - i. any actual or potential breach of this clause 20, and/or
    - ii. if the Supplier or any of its Associated Persons become the subject of any investigation, inquiry or enforcement proceedings by any government, administrative or regulatory body regarding any potential violation of any Compliance Laws, or any such investigation is threatened or pending.
  - c. INEOS may immediately suspend and/or terminate the Contract and/or any Order(s) (whether for itself or on behalf of any Affiliates) where INEOS determines in good faith that there has been a breach of this clause 20, in each case without any liability to Supplier whatsoever.
  - d. To the extent permitted by law, the Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach by the Supplier of its warranties and undertakings in clause 20.

## 21. INSURANCE

- a. The Supplier shall procure and maintain throughout the term of the Contract and for a period of six (6) years thereafter all insurances that are legally required for the Supplier's business. In addition, the Supplier shall procure and maintain throughout the term of the Contract and for a period of six (6) years thereafter adequate professional indemnity insurance, product liability insurance, product recall

insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall on request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. In all cases, the insurances required under this clause must be procured and maintained with a reputable insurance company of good standing.

- b. The Supplier shall procure that the Supplier's Insurances in respect of public and products liability shall each contain an indemnity to principal clause under which INEOS shall be indemnified under such insurances in respect of claims made against INEOS and which arise from the provision by the Supplier of the Product and/or Services supplied hereunder.
- c. Nothing contained within this clause 21 shall limit or reduce the Supplier's liability under or in connection with the Contract.

## **22. SET OFF**

INEOS may at any time, without notice to the Supplier, set off any liability of the Supplier to INEOS against any liability of INEOS to the Supplier, in each case to the extent such liability constitutes a liquidated and present claim and has arisen under the Contract. Any exercise by INEOS of its rights under this clause 22 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise. INEOS shall, as soon as is reasonably practicable, notify the Supplier of any set-off under this clause 22.

## **23. ASSIGNMENT AND TRANSFER**

- a. Except as provided in clause 23.b and 23.e, neither Party shall assign or transfer the Contract, any Order or deal in any way with all or any part of the benefit of, or its rights and obligations arising out of or in connection with the Contract without the prior written consent of the other Party.
- b. The Supplier shall be permitted to engage its Affiliates for the purposes of fulfilling its obligations under the Contract.
- c. In the event the Supplier engages any Affiliate, any act or omission of any Affiliate shall for the purposes of the Contract be deemed to be the act or omission of the Supplier and the Supplier shall procure that:
  - i. the Affiliate complies with the terms and conditions of the Contract; and
  - ii. INEOS shall, at its sole option, have third party rights to enforce any breach of the Contract directly against the relevant Affiliate.
- d. INEOS may issue Orders directly to any Affiliate of the Supplier and performance by INEOS of its obligations under the Contract and/or any Order in favour of such Affiliate of the Supplier (including but not limited to the payment obligations under clause 7) shall relieve INEOS from performance of any reasonably equivalent obligation in favour of the Supplier under the Contract and/or any Order.
- e. INEOS may, without requiring approval of the Supplier, assign (whether absolutely or by way of security (including any redemption upon release of security and whether legal or equitable)), mortgage, charge, or declare a trust in favour an Affiliate, all or any part of the benefit of, or its rights or benefits under, the Contract.

## **24. SEVERABILITY**

If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Contract, and, in such event, the Parties shall use reasonable endeavours to revise the relevant illegal, invalid or unenforceable provision(s) of the Contract in good faith so as to give effect as closely as possible to the original intentions of the Parties in a manner that is compatible with Applicable Law.

## **25. AMENDMENT AND WAIVER**

- a. No amendment of any of the provisions of the Contract shall be effective unless it is in writing and signed by or on behalf of each Party acting by an authorised representative and expressly amends the Contract.
- b. Each Party shall be responsible for its own costs (including the fees of its own professional advisers) in relation to any amendment of the Contract.

- c. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **26. ENTIRE AGREEMENT**

The Contract and the Tooling Agreement (if applicable) together constitute the entire agreement and understanding of the Parties with respect to their subject matter and supersede any prior drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.

## **27. THIRD PARTY RIGHTS**

A person who is not a Party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

## **28. INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that INEOS may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Contract by the Supplier. Accordingly, INEOS shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Contract.

## **29. RELATIONSHIP OF THE PARTIES**

Nothing in the Contract is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party between the Parties, or to authorise either Party to act as agent for the other. Save where expressly stated in the Contract, neither Party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

## **30. SURVIVAL**

The termination or expiry of the Contract for any reason whatsoever shall be without prejudice to the rights or liabilities that may have accrued prior to termination or expiry (as applicable). The provisions of clauses 1, 2, 9.d, 10 to 13 (inclusive), 15.f to 15.h (inclusive), 16 to 18 (inclusive), 20, 25, this clause 30 and clause 32 shall survive termination or expiry of the Contract. All other terms that are expressed to or that can be implied to be intended to shall survive termination of the Contract, and termination of an Order will not affect the continued operation of the Contract as a whole between the Parties, other than in relation to such Order to which the terms of this clause 30 shall apply.

## **31. NOTICES**

- a. Any notice or document to be given or made in respect of the Contract by one Party to the other shall be given or made in writing and shall be delivered by hand or sent by post to the other Party at the address stated in the Commercial Conditions and shall be deemed to have been given:
  - i. if served by hand, at the time of service; or
  - ii. if sent by commercial courier, two (2) Business Days after posting.
- b. All written communication exchanged between the Parties in the ordinary course under the Contract shall be made through an electronic data interchange as agreed between the Parties or by email to the email address of the relevant Party as agreed from time to time.
- c. A notice under or in connection with the Contract shall not be invalid by reason of any mistake or typographical error or if the contents are incomplete if, in each case, it should have been reasonably clear to the Party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.

## **32. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

- a. The Contract shall be governed by, and construed in accordance with, English law.
- b. Any Dispute shall in the first instance be referred to directors or other senior representatives of the Parties

with authority to settle such Dispute, who will within twenty (20) Business Days of a written request from one Party to the other, meet in a good faith effort to resolve the Dispute by negotiation. All negotiations connected with a Dispute will be conducted in complete confidence, and the Parties undertake not to disclose details of such negotiations except to their professional advisers who have been advised of such confidentiality. All negotiations will be without prejudice to the rights of the Parties in any future proceedings.

- c. If a Dispute is not resolved in accordance with clause 32.b above, the Dispute shall be referred to and finally resolved by confidential arbitration under the rules of the London Court of International Arbitration (the "**LCIA Rules**"), which are deemed to be incorporated by reference into this clause 32.
- d. For the purposes of any such arbitration:
  - i. the number of arbitrators shall be three (3);
  - ii. the seat, or legal place, of arbitration shall be London;
  - iii. the language (including all documents) to be used in the arbitral proceedings shall be English;  
and
  - iv. service of any request for arbitration made pursuant to Rule 1 of the LCIA Rules shall be effective if made by post at the address given for the sending of notices under clause 31.
- e. The Parties agree that in so far as any provision contained in the LCIA Rules is incompatible with applicable English law, that provision or relevant part of that provision is to be excluded.
- f. The failure of any Party to comply with the negotiation process in clause 32.b above shall not affect the jurisdiction of any tribunal appointed under the Contract or the validity of any decision of any such tribunal.

## Schedule 1 - Definitions

“**Agreed Change**” has the meaning given in clause 8.g;

“**Agreed Price Amendment**” has the meaning given in clause 8.e;

“**Affiliate**” means in relation to a Party, any person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control of that Party, where ‘control’ means the direct or indirect power to direct or cause the direction of the management and policies, whether through ownership of at least fifty per cent. (50%) of the voting interest, by contract or otherwise;

“**All Time Buy Order**” has the meaning given in clause 13.c.i;

“**Anti-Slavery Laws**” means anti-slavery and human trafficking laws, including but not limited to, the UK Modern Slavery Act 2015;

“**Applicable Law**” means all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of their source), including judicial or administrative interpretation thereof, in force from time to time;

“**Associated Person**” means, in relation to a Party: (i) each of that Party’s directors, officers, employees or authorised representatives; (ii) any person for whose acts that Party may be vicariously liable; and (iii) any other person that acts for, or on behalf of, that Party or provides services for, or on behalf of, that Party, in each case, whilst acting in their capacity as such;

“**Background IP**” means any IP owned by or licensed to a Party, except Foreground IP;

“**Bribery Laws**” means anti-bribery laws and regulations, including but not limited to the UK Bribery Act 2010 or other applicable anti-bribery laws;

“**Buffer Range**” means a quantity of Product in an Expected Delivery Schedule within a range of twenty per cent. (20%) above and below the quantity specified;

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks in London, UK are open for business;

“**Change**” means a change to a Product for any reason, including: (i) a correction, change or improvement to the Specification, product requirements, source qualification requirements, quality requirements, packaging, production processes, raw materials or components, techniques or location, relevant tools, equipment or subcontractors or suppliers, documentation and records in respect of that Product, shipping date or time or place of delivery of that Product; and/or (ii) any change to that Product required as a result of a change in Applicable Law or standards;

“**Change Decision**” has the meaning given in clause 8.f;

“**Change Request**” means a change request in relation to a Change in the form as specified by INEOS;

“**Claiming Party**” has the meaning given in clause 19.c;

“**Commercial Conditions**” means the commercial terms and conditions related to the supply of the Product set out in any commercial offer, purchase order and/or such other document(s) as agreed by INEOS and the Supplier in writing (and together with these Terms and Conditions and any other conditions expressly incorporated by reference, comprising the Contract);

“**Compliance Laws**” has the meaning given in clause 20.a.vii;

“**Component Change**” has the meaning given in clause 13.a;

“**Confidential Information**” means confidential information concerning the business or affairs of a Party or any of its Affiliates, including information relating to a Party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

“**Contract**” means the agreement between the Supplier and INEOS for the sale and purchase of the Product, comprising: (i) these Terms and Conditions; (ii) the Commercial Conditions; and (iii) any other terms and conditions expressly incorporated by reference in either (i) or (ii);

“**Delivery Schedule**” has the meaning given in clause 4.a;

“**Dispute**” means any dispute, claim or controversy arising out of, relating to or having any connection with, the

Contract, whether contractual or non-contractual and including any dispute, claim or controversy regarding its negotiation, its existence, validity, interpretation, performance, enforceability, breach or termination or the consequences of its nullity;

“**Effective Date**” has the meaning given in clause 1.c;

“**Evaluation Team**” has the meaning given in clause 8.c.ii;

“**Evaluation Team Assessment**” has the meaning given in clause 8.d;

“**Expected Delivery Schedule**” means the quantity of Product required by INEOS in the four (4) weeks immediately after the period set out in the relevant Fixed Delivery Schedule, and such quantity shall, unless otherwise agreed, be subject to a Buffer Range;

“**Export Control and Trade Sanctions Rules**” means export control and trade sanction laws, regulations, rules and licences;

“**Financial Crime Laws**” means taxation laws, anti-money laundering and financial crime laws, regulations and rules;

“**Fixed Delivery Schedule**” means the quantity of Product required by INEOS for the first ten (10) Business Days of the period covered by the relevant Delivery Schedule, which shall be fully binding upon INEOS;

“**Force Majeure Event**” has the meaning given in clause 19.a;

“**Forecast**” means a forecast setting out INEOS’ estimate of the quantity of each Product INEOS will require in each remaining month of the 12- month period covered by the relevant Delivery Schedule (but for the avoidance of doubt, with such 12-month period including the periods referred to in the relevant Fixed Delivery Schedule and Expected Delivery Schedule);

“**Foreground IP**” means all IP which is created under, or in connection with, the Contract by the Supplier, its subcontractors, suppliers, or agents;

“**Incoterms**” means the version of the Incoterms rules (the international commercial terms published by the International Chamber of Commerce) as stated to apply to the Contract in the Commercial Conditions;

“**INEOS**” means INEOS Automotive Limited, a company registered in England and Wales (number 11201576) with its registered office address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom;

“**INEOS Brand**” means the names ‘INEOS’ and ‘GRENADIER’, their respective logos and associated symbols and any other branding relating to the Vehicle or INEOS from time to time (whether registered or otherwise);

“**INEOS-Branded Products**” means Products which have an INEOS Brand on them;

“**INEOS Logistics Requirements**” means INEOS’ requirements in relation to logistics (as notified to the Supplier);

“**INEOS Quality Assurance Requirements**” means INEOS’ requirements in relation to quality assurance (as notified to the Supplier);

“**INEOS Requirements**” means the INEOS Quality Assurance Requirements, the INEOS Logistics Requirements, the INEOS SHE Requirements and the requirements set out in Appendix 1 (INEOS After Sales Requirements);

“**INEOS SHE Requirements**” means INEOS’ requirements in relation to health, safety and the environment (as notified to the Supplier);

“**Insolvency Event**” means a resolution is passed or an order made for the winding up of a Party (save for the purpose of a bona fide reconstruction or amalgamation) or a Party becomes subject to an administrative order, or a receiver or administrative receiver is appointed over any of the Party’s property or assets, or a Party is insolvent or would be taken as being insolvent under section 123 of the Insolvency Act 1986, or is dissolved or otherwise threatens to cease to carry on business, or has anything similar or analogous happen in relation to it whether in the United Kingdom or elsewhere;

“**Intellectual Property**” or “**IP**” means patents, registered designs, trade marks, service marks (in each case, whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or

services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world;

“**Labour Laws**” means laws regarding working conditions and labour standards;

“**Necessary Consents**” means any accreditation, authorisation, certificate, clearance, consent, exemption, licence, notarisation, permit, permission, power, ruling or other approval required for, or in connection with, the performance by the Supplier of its obligations under the Contract;

“**Non-conforming Product**” means any Product that does not conform with the terms of the Contract;

“**Order**” has the meaning given in clause 4.e;

“**Parts of Matching Quality**” means Products which are not manufactured for INEOS but match the specifications and standards mandated by INEOS and are of the same or better quality as the corresponding INEOS-Branded Product;

“**Party**” means INEOS or the Supplier (as applicable), and “**Parties**” shall be construed accordingly;

“**Payment Schedule**” has the meaning given in clause 12.g

“**Product**” means the parts, Spare Parts, components, consumables, materials, accessories, or other products including software contained therein or related software, to be produced by the Supplier for INEOS for use for the Vehicle, as may be agreed between the Parties in the Commercial Conditions and/or otherwise in writing;

“**Price**” means the maximum piece price of the Product as set out in the Commercial Conditions or as otherwise agreed by the Parties in writing;

“**Project**” means INEOS’ project to design, engineer and manufacture the Vehicle on a commercial scale;

“**Recall**” means a recall, whether initiated by INEOS, the Supplier, the Vehicle Certification Agency or any other third party, of the Vehicle arising, in whole or in part, as a result of, or in connection with, any defect in the Product;

“**Recall Costs**” has the meaning given in clause 12.e;

“**Recall Notice**” has the meaning given in clause 12.b;

“**Records**” has the meaning given in clause 9.d;

“**Responsibility Statement**” has the meaning given in clause 11.b.iv;

“**Services**” means any design, engineering or other services to be carried out by the Supplier for INEOS prior to or during the term of the Contract;

“**Spare Parts**” means a spare part, service part, repair part, or replacement part for a Product, which is an interchangeable part that is used for the repair, servicing or replacement of failed units;

“**Spare Parts Documentation**” means documentation relating to Spare Parts including, but not limited to: catalogues, consumables lists (illustrated and with text), structured parts lists, exploded view and individual part drawings, isometric part illustrations, vector graphs, 2D/3D-CAD models, repair and maintenance instructions in electronic form and documents identifying Spare Parts groups, repair kits and consumables;

“**Specification**” means the specification of the Product as provided by INEOS to the Supplier, or as otherwise expressly approved by INEOS which comprises: (i) the design, specification, engineering level and drawings (including as demonstrated by samples or descriptions); (ii) the Technical Information; (iii) all applicable quality and warranty requirements; and (iv) to the extent relevant, the applicable shelf- life;

“**Supplier**” means the legal entity or person engaged to produce the Product and/or provide the Services hereunder as set out in the Commercial Conditions;

“**Supplier Distress**” means that the Supplier’s financial condition has deteriorated so far that INEOS is reasonably concerned about the Supplier’s ability to pay its debts or to perform its obligations under the Contract, including (but not limited to) as a result of: (i) complaints of non- payment from any subcontractors or suppliers of the Supplier; (ii) any statements, disclosures or announcements by the Supplier (such as material uncertainty in a going concern statement, a qualified auditor’s opinion in respect of its accounts or a profit warning); (iii) a downgrading of the Supplier’s credit rating; or (iv) the Supplier breaching financial covenants in its financing arrangements;

**“Technical Information”** means, in respect of a Product, any technical information, instructions, standards, protocols, technical, functional, performance or property requirements or other technical or commercial information relating to the design, development, manufacture, packaging and labelling, delivery, installation, assembly, testing and/or use of the Product (including the incorporation of the relevant Product into any INEOS product);

**“Terms and Conditions”** means these framework supply terms and conditions for the purchase of the Product (and, to the extent applicable, the supply of Services);

**“Tooling”** means any tool that is specifically designed for the production of, and is unique to, an INEOS part including jigs, gauges, moulds, dies, forming tools and separating tools;

**“Tooling Agreement”** means the agreement (if any) entered into between INEOS and the Supplier in respect of, among other things, the manufacture, ownership, storage and maintenance of Tooling in respect of the Product;

**“Tooling Purchase Notice”** has the meaning given in clause 13.c.ii;

**“Vehicle”** means any motor vehicle manufactured or to be manufactured by INEOS and/or its Affiliates, and “Vehicles” shall be construed accordingly;

**“Vehicle Certification Agency”** means the designated UK National Authority for approving new road vehicles, agricultural tractors, off-road vehicles and components;

**“Warranty Period”** means, subject to clause 10.c, in respect of a Product: (i) the period commencing on the date of delivery to INEOS of that Product and ending on the date that is three (3) years after the date on which (A) that Product is sold to a person buying as a consumer; or (B) a vehicle containing that Product is sold to a person buying as a consumer; or (ii) such other period as may be agreed by the Parties in writing (whether by way of the Commercial Conditions or otherwise); and

**“Working Hours”** means 9:00 a.m. to 5:00 p.m. (inclusive) on Business Days.

## Appendix 1 (INEOS After Sales Requirements)

### 1. Spare Parts

- 1.1 As soon as practicable after the Effective Date, INEOS and the Supplier shall meet to discuss INEOS' requirements for Spare Parts (each Party at all times acting reasonably and in good faith), including (but not limited to) what such Spare Parts shall comprise and for each, their volumes, documentation and schematics for identification.
- 1.2 Without prejudice to the Supplier's obligations under this Contract to supply Spare Parts, the Parties acknowledge that it may be necessary for certain Spare Parts to deviate from the Products delivered during series production solely in respect of such Spare Parts' assembly level or packaging, provided that any such deviations will be mutually agreed and recorded in writing by INEOS and the Supplier.

### 2. Brand Protection

- 2.1 In order to avoid damaging the image of INEOS brands, the Supplier shall only sell (or otherwise supply):
- 2.1.1 INEOS-Branded Products; and
  - 2.1.2 Products to third parties which are Parts of Matching Quality.
- 2.2 The Supplier shall not rub out, scratch off or otherwise remove an INEOS Brand from a Product and shall procure that no Products are supplied to third parties where the INEOS Brand has visibly been rubbed out, scratched off or otherwise removed by an external influence. Furthermore, the covering of INEOS Brands or part numbers with stickers or paint is not permitted.
- 2.3 Without prejudice to any of INEOS' other rights or remedies under this Contract or Applicable Law, the Supplier shall pay to INEOS an amount by way of liquidated damages amounting to 10% (ten per cent.) of the 'Manufacturer's Suggested Retail Price (MSRP)' per Spare Part, Product or part of Product sold by the Supplier in contravention of this paragraph 2.
- 2.3 In case of any infringement of INEOS' IP (including but not limited to any of INEOS' trade marks or other brands) in respect of sales of Spare Parts, Products or parts of Products, the Supplier pay to INEOS an additional amount by way of liquidated damages of 5% (five per cent.) of the 'Manufacturer's Suggested Retail Price (MSRP)' per Spare Part, Product or part of Product sold by the Supplier in contravention of this paragraph 2.3 (totalling 15% (fifteen per cent.) by way of such damages).
- 2.4 The above contractual obligations shall not affect, and are without prejudice to, possible other statutory rights and claims of INEOS. This shall apply in particular with regard to any claims based on the infringement of INEOS' intellectual property rights.

### 3. Labelling and Packaging of Spare Parts

At the request of INEOS, the Supplier shall design a labelling and packaging proposal, in accordance with any reasonable requirements provided by INEOS (the "**Packaging Concept**"). The Packaging Concept must:

- i. consider consumption-based quantities, with suitable closed containers so that it is appropriate for warehouse storage (stackability, transport, etc.); and
- ii. where appropriate, include both the individual Spare Part and handling unit packaging.

### 4. Supply Period and Purchase Rights

INEOS shall have the rights to place an All Time Buy Order and/or Tooling Purchase Order, and the Supplier shall supply INEOS with Spare Parts for, a period of at least 15 (fifteen) years after the end of series production, each in accordance with clause 13 (and to the extent relevant, clause 15).

### 5. Orders for and Delivery of Spare Parts

- 5.1 INEOS shall submit all orders for Spare Parts to the Supplier as required (a "**Spare Parts Order**") and include its requirements in each Spare Parts Order, including details of:

- 5.1.1 each Product it is ordering Spare Parts for, identified by part number;
- 5.1.2 the quantity of Spare Parts required for each Product;
- 5.1.3 the unit price of each Spare Part;
- 5.1.4 the location for delivery; and
- 5.1.5 the delivery date (allowing reasonable time for the Supplier to receive, review, and process the Spare Parts Order, and to ship the Spare Parts).

5.2 To the extent applicable, the provisions of clause 5 shall apply to the delivery of Spare Parts.

## **6. Pricing**

6.1 Subject to the remainder of this paragraph 6, the price for all Spare Parts during the series production run, as well as for at least another five (5) years after series production has ended, shall amount to no more than the Price of the relevant Product during series production. If there are multiple Spare Parts corresponding to a single Product, the same principle shall apply to the total price for all such Spare Parts (i.e. they shall together amount to no more than the Price of the relevant Product during series production).

6.2 There will be a reduction in price of Spare Parts if:

6.2.1 there is a reduction in Price for the relevant Product at any time (including during series production), the same reduction shall also apply to the price for the relevant Spare Part where such Spare Part is identical to the Product in question; and/or

6.2.2 where no assembly is required for the Spare Part, the price of the Spare Part will have a corresponding reduction to the price for the relevant Product to account for the lack of assembly cost for the Spare Part.

6.3 There may be an increase to the price of Spare Parts, provided that, in advance of any such increase:

6.3.1 the Supplier has provided a detailed quotation and breakdown for the price of such Spare Parts, accounting separately for any additional expenses which may be applicable for single packaging or other Spare Part-specific requirements; and

6.3.2 INEOS has given its approval for such change on the basis of the Supplier's quotation referred to in paragraph 6.3.1.

6.4 If INEOS does not approve an increase to the price of Spare Parts in accordance with paragraph 6.3.2, the Parties shall discuss and negotiate any required changes, at all times acting reasonably and in good faith.

## **7. Spare Parts Documentation**

The Supplier must make the Spare Parts Documentation available to INEOS at least six (6) months before the start of series production or before homologation (in the case of homologation-relevant components) at no extra cost to INEOS. The production form of the Spare Parts Documentation (e.g. perspective drawing, data format, etc.) shall be agreed beforehand with INEOS.

## Appendix 2 (Services)

1. If any Services are to be carried out by the Supplier for INEOS prior to or during the term of the Contract, then such Services shall be deemed to have been provided under the Contract only and the statement of work and fees for those Services shall be as agreed between the Parties in writing from time to time.
2. The Supplier shall, in performing the Services, exercise all the reasonable skill, care and diligence to be expected of a services provider experienced in carrying out services similar to the Services in relation to projects of a similar size, scope, value, nature and complexity.
3. The Supplier shall perform the Services regularly, promptly, diligently and efficiently, and in such a manner that no act, omission or default by the Supplier shall cause INEOS to be in breach of any agreements, permissions, conditions or documents which relate to the Project (or any part thereof) (provided that the relevant terms thereof have been previously disclosed or otherwise made known to the Supplier or would have reasonably been within the Supplier's expectations).
4. Without prejudice to the generality of paragraph 2, the Supplier shall perform the Services in compliance with, and shall procure that each of its subcontractors and suppliers complies with, the INEOS Requirements (to the extent applicable) and to the reasonable satisfaction of INEOS.
5. The Supplier shall ensure that any Services provided by the Supplier shall be performed by employees of the Supplier possessing suitable skills and expertise.
6. The Supplier shall co-operate with INEOS in relation to the development of the Vehicle (or any part thereof) as reasonably requested by INEOS from time to time and shall work together with INEOS in good faith with a view to:
  - a. reduce the cost to the Supplier of performing the Services; and
  - b. improve the quality of the Services.
7. The Supplier shall support INEOS with the generation and completion of the specific technical requirements for the Vehicle (or any part thereof) and shall generate, contribute to and/or complete documents derived from such requirements (including a design validation plan), in each case as requested by INEOS from time to time.
8. If the Supplier:
  - a. has not performed a Service (or has not sought to perform a Service) required to be performed under the Contract, then the Supplier shall, where such failure is capable of remedy, perform the relevant Service in accordance with the Contract; or
  - b. has performed a Service but has failed to do so in accordance with the Contract, then the Supplier shall, where such failure is capable of remedy, re-perform (at its own cost) the relevant Service in accordance with the Contract,in each case, promptly after, and in any event within ten (10) days of, receipt of a statement from INEOS providing the Supplier with reasonable detail which is sufficient to enable the Supplier to understand the nature of the failure.
9. If the Supplier fails to perform its obligations under paragraph 8 promptly, and in any event within the period of time specified, then INEOS may perform (or re-perform), or procure the performance (or re-performance) by a third party of, the relevant Service, and the Supplier shall:
  - a. indemnify INEOS for and against all losses, liabilities, claims, damages, costs or expenses arising out of, or in connection with, a third party carrying out the relevant Services under this paragraph 9; and
  - b. at its sole cost, co-operate with INEOS in respect of INEOS performing (or re-performing), or procuring the performance (or re-performance) of, the relevant Service and facilitate such performance, re-performance or procurement (as applicable), in each case as required by INEOS.
10. In consideration of the proper performance of the Services by the Supplier in accordance with the Contract, INEOS shall pay to the Supplier the fees agreed in accordance with paragraph 1. Such fees shall be deemed

to be payment for the Services inclusive of all expenses and disbursements but exclusive of value added tax (which shall be payable in addition).

11. The Supplier shall not subcontract the Services (or any part thereof) without the prior written consent of INEOS.

## Appendix 3 (INEOS Notice)

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