

Annex 1 – Terms of Purchase

1. Scope of Application

- 1.1. All purchases by Cromwell from Supplier shall be governed by these terms of purchase ("Terms"). Terms and conditions of Supplier do not apply, regardless of whether or not Cromwell expressly objects to them in a particular case.
- 1.2. All purchases by Cromwell from Supplier are subject to: (i) this Agreement; (ii) the Cromwell Supplier Handbook, as updated by Cromwell from time to time; and (iii) the Cromwell Purchase Order. These documents are incorporated into this Agreement by reference, and shall be collectively referred to as the "Transaction Documents".

2. Products

- 2.1. "Products" means the products as listed in Annex 2, including their prices, components, accessories and packaging. Upon request, Supplier shall without undue delay submit an up-to-date copy of its product list.
- 2.2. All Products bought by Cromwell hereunder must be new and unused and may not contain any counterfeit item.
- 2.3. Supplier shall inform Cromwell about a discontinuation of any Product with a notice period of not less than 180 days. In case of discontinuation of a Product, all orders for that Product accepted by Supplier prior to the expiration of the notice period, shall be fulfilled by Supplier. Supplier's obligations under this clause shall not apply if Supplier has good reasons to discontinue a Product or not fulfill an order, e.g., in case of safety concerns or administrative orders.
- 2.4. The Products sold to Cromwell will not, at the time that the Product is imported, delivered, offered for sale or sold by Cromwell, infringe or violate any third party rights, including any property, contractual, copyright, trademark, trade dress, patent, proprietary information or rights of any person, corporation or other entity. Notwithstanding statutory claims, Supplier shall indemnify, hold harmless and defend Cromwell from any third party claims for which Cromwell may be held liable as a result of the infringement of any of the aforementioned intellectual property rights (including any reasonable license fees agreed to by Cromwell in order to rectify any infringement).
- 2.5. Upon the execution of this Agreement, and on a continuing basis thereafter upon Cromwell's request, Supplier shall provide to Cromwell current, complete and accurate data and information for all Products, including but not limited to country of origin information, regulatory compliance information, Product sale restrictions, catalogue content information, competitor cross-reference data, and other information relating to the "Product Compliance" and "Regulatory Compliance" sections. Supplier shall annually or upon other request, review and promptly approve and certify the accuracy of such information and data provided to Cromwell and shall promptly provide Cromwell with any revisions to such information or data prior to changes or requirements becoming applicable that affect or prohibit Cromwell from selling, storing or shipping Product.
- 2.6. Unless the Parties have agreed upon otherwise in writing, Cromwell shall have the right to market and advertise the Products upon Cromwell's sole discretion but shall not be obliged to market and advertise the Products. Supplier grants Cromwell the right to use its Product Information (as defined in clause 15.1) and otherwise in accordance with clause 15.

3. Price and Payment

- 3.1. The purchase price for Products from Supplier to Cromwell, inclusive of shipping, is the Product cost ("Product Cost") set forth in the Supplier's Product Quotation. Cromwell will not accept additional charges or fees such as minimum order fees, surcharges, or any other charges, and will not be held to minimum order quantities. Supplier shall be responsible for all taxes, fees and duties of any type levied or imposed by any governmental body

or quasi-governmental body in the country of manufacture and country of export.

- 3.2. The Supplier's Product Quotation shall be binding on Supplier and shall not change through the Product Cost Cycle (as defined below) for which it is submitted, or for another period as mutually agreed upon in writing. "Product Cost Cycle" means any consecutive twelve (12) month period beginning on 1 January and ending on 31 December. In order for Cromwell to consider any proposed changes to a Supplier's Product Quotation for the next Product Cost Cycle: (i) a written request for any proposed changes must be received by Cromwell by 31 July in the current Product Cost Cycle; and (ii) Cromwell must receive confirmation of the revised quotation for Products from the Supplier by 31 October in the current Product Cost Cycle. If Supplier does not request any changes to a Supplier's Product Quotation by 31 July in relation to the next Product Cost Cycle, or if the Supplier's changes to the Product Quotation are not agreed to by Cromwell, the Supplier's existing Product Quotation shall be binding on Supplier and shall not increase through the next Product Cost Cycle.
- 3.3. In all cases, any changes to a Supplier's Product Quotation must be approved in writing by Cromwell, and such approved changes shall remain in effect for the Product Cost Cycle for which they were approved by Cromwell.
- 3.4. Any Cromwell current or future company, subsidiary, division or affiliate that chooses to purchase Products from Supplier under this Agreement shall be entitled to purchase such Products at the same Product Cost, subject to currency adjustments.
- 3.5. Payment of Supplier's invoices shall be made by Cromwell in 60 days end of month unless otherwise agreed. If a Party fails to make a payment due to the other party under this Agreement by the due date, then, without limiting the other Party's remedies, the defaulting Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time. This clause shall not apply to payments that Cromwell disputes in good faith. The Supplier shall not be entitled to suspend deliveries of Products on the basis that any payment owed to it is outstanding.

4. Orders

- 4.1. Cromwell does neither guarantee any specific volume purchase level nor certain financial minimum targets. Supplier acknowledges and agrees that Cromwell may source the Products or other products similar to the Products from third parties and without an obligation to inform Supplier about such circumstances.
- 4.2. Orders made by Cromwell are subject to acceptance by Supplier. Supplier undertakes to accept or reject the order without undue delay, in any event within one business day after receipt of an order. Supplier may reject an order only for cause. If Supplier does not reject an order within this period, the order shall be deemed accepted by Supplier. Prior to its acceptance or deemed acceptance, Cromwell may revoke or change an order.
- 4.3. Supplier shall use its best endeavours to deliver the Products within a delivery period of no longer than five business days after confirmation or deemed confirmation of an order, unless longer delivery periods have been explicitly agreed.

5. Packaging; Delivery

- 5.1. Unless otherwise agreed to by the parties in writing, all Products shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation costs. Supplier is liable for any damage incurred due to improper packaging.
- 5.2. Delivery of Products must be made within the time specified in the order unless Cromwell approves of a revised delivery schedule. Supplier shall promptly notify Cromwell if Supplier has reason to believe that deliveries will not be made as scheduled, stating the causes for the delay. If delivery is not made as specified in an order, Cromwell may terminate the respective order as to all or any portion of the goods ordered. Cromwell may further return, with a carrier

chosen by Cromwell and at Supplier's expense and risk, any Products which are no longer useable or saleable by Cromwell as the result of Supplier's breach of delivery terms.

- 5.3. If the Parties agree that Supplier shall ship Products directly to Cromwell's customers, Supplier shall enclose a delivery slip for Cromwell's customer for each shipment, the content and layout of the delivery slip shall be agreed between the Parties in advance and the slip may not contain any kind of information or material not approved by Cromwell.
- 5.4. Unless otherwise agreed by Cromwell, Supplier shall be responsible for all charges, documentation, licenses and other official authorisations that may be required by the country of export.
- 5.5. The Supplier shall deliver the Products in accordance with the applicable INCOTERMS (2020) cited in the Commercial Terms. Cromwell shall take title to Products upon delivery. All risk of loss or damage to Product shall remain with Supplier until delivery. Unless otherwise agreed by Cromwell in writing, Supplier shall be responsible for all charges, documentation, licenses and other official authorisations that may be required by the country of export.

6. Product Compliance

- 6.1. Supplier guarantees that:
- 6.1.1. the Products, and the sale, design, manufacture, shipment, import, customs clearance, product labeling and documentation (including marking, warnings and other required documentation, e.g. safety instructions and manuals), whereas such documentation shall be at least available in the applicable language (or languages) version of the country where the Products will be sold (as communicated to Supplier by Cromwell) and Supplier's performance are and shall be in compliance with all laws and regulations, including any product safety, customer and consumer protection and environmental law, applicable at the place of manufacture;
- 6.1.2. the Products, in particular, do not present a risk for health, safety or the environment; Products must meet any applicable safety requirements and must bear all required markings and labeling (e.g. UK CA marking, CE marking, GS marking, WEEE, GTIN-IDent, care labeling); and
- 6.1.3. the 'use by' or shelf life date (if any) assigned to the Products shall be no less than the Shelf Life Period stated (if any) in the Commercial Terms.
- 6.2. Supplier shall mark or procure to be marked all products and/or packaging with correct country of origin markings, and provide accurate customs codes etc. in conformity with all applicable trade laws, including those of the country of delivery.
- 6.3. If Supplier should become aware of facts which indicate that the Products do not comply with any of the requirements set forth under clauses 6.1 and 6.2, Supplier shall, without undue delay, inform Cromwell in writing. In urgent cases, notice by email shall suffice. Any corrective measures necessary to bring the Product in conformity with applicable requirements (e.g. issuing replacement Products, update documents or information, actions to avoid risks posed by the Products or withdraw or recall the Product) shall be borne by and be at the costs of Supplier.
- 6.4. For a period of ten (10) years following an order, Supplier shall furnish upon request all necessary information and reports evidencing compliance of the Products with applicable laws and regulations.
- 6.5. The Supplier shall give Cromwell as much advance written notice as possible of any prospective or actual changes in laws and regulations applicable to the Products.
- 6.6. The Supplier warrants it shall:
- 6.6.1. at its cost, obtain and maintain throughout the term of the Agreement all approvals and licenses relating to the Products, including all product registrations in accordance with the CLP Regulation ((EC) No 1272/2008) ("CLP Regulation"). For the avoidance of doubt, Cromwell shall not be required to register any Products in accordance with the CLP Regulation;
- 6.6.2. comply with all applicable laws; and
- 6.6.3. provide a safety data sheet for each Product it supplies to Cromwell under this Agreement, and it shall provide an

updated safety data sheet for each Product that is repaired or replaced by the Supplier under this Agreement pursuant to clause 8.

7. Private Label Products

Where the Supplier is supplying any Product bearing a Cromwell owned or licensed trademark or logo ("Private Label Products"):

- 7.1. the Supplier will supply the Private Label Products according to the quality specifications, brand guidelines and other materials provided by Cromwell or as agreed with Cromwell and Supplier shall manufacture, sell and deliver Private Label Products only to Cromwell;
- 7.2. each of the Private Label Products and its packaging shall bear such Cromwell owned or licensed trademark or logo ("Cromwell Marks") set forth in Cromwell's order. The Cromwell Marks will be used exclusively in a manner approved by Cromwell and shall include the appropriate trademark notice, as provided by Cromwell. Supplier shall inform Cromwell of the manufacturing locations at which the Cromwell Marks will be used. Supplier shall only use the Cromwell Marks as approved by Cromwell in writing. Cromwell or its licensors own all rights in the Cromwell Marks, and Supplier shall undertake no registrations or filings of such Marks (including their derivatives, translations or domain names) in any manner nor claim any interest in them. Supplier will stop using any and all Cromwell Marks in any form if this Agreement expires or is terminated for any reason. Supplier will not permit any other person or entity to use the Cromwell Marks unless expressly authorised by Cromwell in writing;
- 7.3. Supplier acknowledges that: (i) Cromwell paid for, provided, or authorised the use of Cromwell Marks and Product Information and any related materials in the supply of Private Label Products; (ii) all intellectual property rights in and to such Cromwell Marks and related materials provided by Cromwell are owned by Cromwell (except for those tools and dies which are owned by Supplier) and may not be used in connection with products other than for Cromwell; and (iii) all improvements, advances, developments, modifications, or enhancements of any such Cromwell Marks and related materials shall be owned by Cromwell. Supplier shall not reverse-engineer, disassemble, copy, or replicate any Private Label Products. Supplier acknowledges Cromwell Marks and related materials shall be used solely for the manufacture, sale and supply of Private Label Products for Cromwell, and shall be returned or transferred to Cromwell without fee promptly upon request; and
- 7.4. Stock numbers and stock keeping unit numbers used by Cromwell are Cromwell's proprietary information, and may be assigned and used, or reassigned and reused, at Cromwell's sole discretion.

8. Warranty

- 8.1. Supplier represents and warrants that the Products are free of defects and fit for their intended purpose and that the Products have all properties and features as indicated in writing by Supplier (the "Warranty"), which can be assigned to the customers of Cromwell or its divisions, subsidiaries or affiliates (the "Customers"). Unless otherwise agreed in writing by the Parties, the term of Warranty shall be the longer of the term of the Warranty provided by the manufacturer and a period of one year commencing upon the date of purchase of the Product by Cromwell's Customer. In the event of any defects, Cromwell shall be entitled, at its absolute discretion, to demand repair or replacement of any Product (at Supplier's cost) under any order, or cancellation of that order. For this purpose, the Products shall be made available to Supplier either at the place of delivery, at the location where the Products were located when defects were identified, or at a warehouse of Cromwell according to Cromwell's preference. The above rights shall be without prejudice to any other rights or remedies that Cromwell may have in relation to any Products.
- 8.2. Where Supplier fails to comply with the provisions of clause 8.1, Cromwell shall be entitled to remedy the defects itself at the cost and liability of Supplier, or allow this work to be undertaken by third parties (at Supplier's cost).

- 8.3. Supplier undertakes to assist Cromwell in connection with warranty claims made by Cromwell's customers and to use its best endeavours to solve any warranty issues together with Cromwell. Returns of defective Products shall be made, unless agreed otherwise between the Parties, to Supplier. Returns of defective Products will be paid for by Supplier.

9. Liability and Indemnification

- 9.1. Supplier shall be liable for and shall indemnify and hold harmless Cromwell, its agents, customers, officers, directors, employees, insurers, and its successors and assigns against any allegations, claims, demands, lawsuits, liabilities, penalties, losses, damages, charges, settlements, judgments, costs and expenses ("Liabilities") relating to any Product provided to Cromwell at any time or in connection with the delivery with such Product, including, but not limited to, Liabilities arising out of, or allegedly based on:
- 9.1.1. any alleged Product defect or product liability claim, the breach of any warranty, guarantee, obligation or representation made under this Agreement or otherwise, and any actual or alleged violation with respect to applicable international, federal, provincial or local law, order or treaty;
 - 9.1.2. any Product, Product information, manuals, or parts and services covered by this Agreement, including claims arising out of, or allegedly based on, any defect, acts, omissions, failure, failure to warn, failure to label or disclose and/ or safety, quality, or other recall, corrective action, potential or actual stop sale, retrofit, or regulatory action (collectively, "Product Regulatory Action") and legal proceedings connected therewith;
 - 9.1.3. breach of Supplier's obligations under this Agreement with respect to use of Cromwell Marks or Cromwell materials provided to Supplier by Cromwell;
 - 9.1.4. any claim related to copyright, patent, trademark or trade dress infringement, misappropriation or any other violation of a third party's proprietary rights;
 - 9.1.5. any claim that a Product or its labeling, packaging, or Product Information violates any applicable laws or regulations concerning the sale, design, and importation of a Product, including, without limitation, the tariff classification or country of origin information provided by Supplier, its agents or contractors;
 - 9.1.6. any claims that the manufacture, sale, shipping or labeling of a Product violate applicable laws and regulations including laws related to the environment or the toxic nature of products, or the manner in which products are imported, packaged, labeled or shipped;
 - 9.1.7. all losses, costs and expenses (including attorneys' fees) incurred by Cromwell in its participation in any antidumping or countervailing duty proceeding involving any Product sold to Cromwell by Supplier; and
 - 9.1.8. breach of Supplier's obligations under clause 2.5 with respect to providing to Cromwell current, complete and accurate data and information for all Products.
- 9.2. Except as otherwise provided in this Agreement, Cromwell shall not be liable to Supplier for any indirect, consequential, unforeseen, exemplary or punitive damages, including lost profits, whether in tort, contract, strict liability, or under any other legal theory at law or in equity.
- 9.3. In case there is a limitation or exclusion of the liability of Cromwell, such limitations and exclusions shall also apply to the personal liability of its employees, representatives, officers and persons engaged by Cromwell in the performance of its obligations.

10. Termination

- 10.1. Subject to any continuing obligations under this Agreement, this Agreement may be terminated without cause by Cromwell upon written notice to Supplier of at least sixty (60) days (a "Termination"). In the event of a Termination by either Party, Cromwell shall have the right to return any Product held by Cromwell. Supplier shall promptly handle such return requests and

provide Cromwell a cash refund within ninety (90) days for all returned Products with no penalties or restocking fees.

- 10.2. Either party has the right at any time by giving notice in writing to the other party to terminate this Agreement forthwith if: (i) the other party commits a material breach of this Agreement which, if remediable, is not remedied within 30 days of notice from the other party; (ii) the other party persistently breaches any term(s) of this Agreement; or (iii) any distress, execution or other process is levied upon any of the assets of the other party; or the other party convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party.

- 10.3. The following are Supplier's continuing obligations when either Supplier or Cromwell, respectively, terminates selling or buying some or all Products under this Agreement:

- 10.3.1. Supplier shall pay any and all outstanding credits or sums due to Cromwell through the final shipment of terminated Products;
- 10.3.2. Supplier shall immediately notify Cromwell of any Product Regulatory Action for Products sold to Cromwell under this Agreement, for a period of three (3) years from the date of the last Product delivery;
- 10.3.3. Supplier shall immediately notify Cromwell of any regulatory issues, rulings and changes affecting discontinued Products for three (3) years after Supplier's last delivery to Cromwell;
- 10.3.4. Supplier shall permit Cromwell to return inventory to Supplier for full reimbursement; and continue to reimburse Cromwell for all warranty costs in accordance with Sec. 8 for the full product warranty period;
- 10.3.5. Except as necessary to fill orders that are not cancelled by Cromwell, Supplier shall immediately and permanently cease manufacturing or using any Cromwell Marks or Cromwell materials;
- 10.3.6. Continue to support Cromwell replacement parts required for all Products (if applicable) for a period of five (5) years; in each case, such period to begin on the date of termination of this Agreement, discontinuance of Product by Supplier, or cessation of purchase of the Product by Cromwell; and,
- 10.3.7. Supplier's reporting obligations under this Agreement.

11. Modern Slavery

- 11.1. Supplier agrees with Cromwell that it shall, and that it shall procure that its personnel and any other person who performs services and/or supplies goods within Supplier's supply chain for Supplier in relation to this Agreement shall: (i) comply with all applicable law relating to slavery and human trafficking ("Anti-Slavery Requirements") including the Modern Slavery Act 2015; (ii) not take or knowingly permit any action to be taken that would or might cause or lead Cromwell to be in violation of any Anti-Slavery Requirements; and (iii) at Cromwell's request and cost, provide Cromwell with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements
- 11.2. Supplier represents, warrants and undertakes to Cromwell that neither it nor any other person in its supply chain (including those described in clause 11.1) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain.
- 11.3. The Supplier agrees that in addition to Cromwell's termination rights set out elsewhere in this Agreement, Cromwell may (without

prejudice to any other right available to it) immediately terminate this Agreement in the event of any breach of this clause 11 by Supplier in which case Supplier shall not be entitled to any compensation or to any further payments or remuneration.

- 11.4. Cromwell shall not be required to make any payment to Supplier that might otherwise be due from Cromwell in respect of this Agreement if Supplier has breached this clause 11.
- 11.5. The Supplier shall indemnify Cromwell from and against any and all liabilities suffered or incurred by Cromwell or for which Cromwell may become liable arising out of or in connection with any breach of this clause 11, whether or not this Agreement has been terminated.

12. Product Regulatory Compliance; Reformulated Product.

- 12.1. Supplier shall inform Cromwell in writing no less than sixty days (60) days prior to a Product Regulatory Action or any modification of any laws that could restrict or prohibit Cromwell from importing, selling or transporting Products. Supplier shall inform Cromwell no less than sixty (60) days prior to any shipment to Cromwell or a Cromwell customer, of reformulated or remanufactured Product. Cromwell shall have the right to elect whether to accept reformulated or remanufactured Product, and shall notify Supplier accordingly. If Cromwell accepts reformulated or remanufactured Product, Supplier shall, identify all reformulated and remanufactured Product with separate batch, product number or lot numbers.
- 12.2. Supplier shall immediately notify Cromwell, in writing, of any proposed safety, quality, or other recall, corrective action, potential or actual stop sale, retrofit, or regulatory action (collectively, "Product Regulatory Action") involving a Product sold by Supplier to Cromwell, and the parties will work together to determine an appropriate course of action. If requested by Cromwell, Supplier shall at Supplier's expense, immediately notify all Customers who, according to the records of Cromwell, received a Product subject to a Product Regulatory Action. Cromwell shall have the right to return to and debit Supplier for a full cost reimbursement of all Product inventory subject to a Product Regulatory Action.
- 12.3. Cromwell also has the right to debit or be reimbursed by Supplier for reasonable business interruption costs relating to a Product Regulatory Action, including those that resulted in Cromwell being unable to import, export or sell affected Products as a result of a Product Regulatory Action. Such reimbursable costs include, but are not limited to, costs associated with the identification and notification of Cromwell's customers, and the processing of a Product Regulatory Action (including labor and materials for the repair and replacement of Products, freight and handling charges, customer service, administration, and all fines or penalties, etc.) but exclude Cromwell' lost profits and/or lost business opportunities.

13. Cromwell Handbook

Where Supplier is based outside of the UK it agrees to fully comply with the terms of Cromwell Supplier Handbook which sets out the shipping, packaging, and other requirements to Supplier.

14. Bribery

Supplier is aware that Cromwell's business practices prohibit bribery and corrupt behaviour in any form. Supplier shall comply with all laws that relate to money laundering, terrorism, commercial or official bribery, or dealing with government officials, as well as all other applicable laws and regulations. Further, Supplier shall not offer or provide anything of value (e.g., gifts, loans, travel, entertainment, or any other similar benefit) either directly or indirectly to any government official for the purpose of influencing any act or decision by such official. Supplier shall not pay a gratuity, bribe or inducement to any government official, even if it appears customary or consistent with prevailing business practices. Supplier represents, warrants, and covenants that: (a) neither it, nor any of its owners, officers or directors, or any key personnel have been convicted of a felony or debarred from the practice of a profession based on an offense involving bribery, fraud or corruption; (b) none of its owners, officers or directors, or any key personnel, is a public official, official of a political party or

candidate for political office, and Supplier will inform Cromwell of any change in such status; (c) it has not made any improper payment to a public official, political party, or candidate in connection with Cromwell or the Agreement, or to obtain or retain business; and (d) it will disclose to Cromwell any subcontractors or third parties that will perform any of Supplier's obligations in connection with the Agreement.

15. Data Usage

- 15.1. "Product Information" means all documentations and information (may they be provided physically, electronically or in any other manner) relating to the Products, in particular (i) technical information, product descriptions and safety instructions, (ii) information and documentation regarding regulatory compliance, sales restrictions, country of origin information, and (iii) prospectus and marketing material of any kind produced by or on behalf of Supplier.
- 15.2. Supplier shall at least annually, or more frequently upon Cromwell's request, review and promptly approve and certify to Cromwell upon request the accuracy of the Product Information. Further, Supplier shall provide Cromwell in due course with any revised Product Information prior to changes or requirements becoming applicable that affect or prohibit Cromwell from importing, selling, storing, or shipping the respective product.
- 15.3. Supplier grants to Cromwell a non-exclusive, irrevocable, transferable, worldwide, royalty-free right to use the Product Information and data provided by Supplier or available from Supplier's public websites, including but not limited to, manuals, drawings and images depicting a product, applications and safety information, in connection with Cromwell's business. This right includes the right to use, sublicense, copy, publish, distribute and prepare derivative works containing or translations of Product Information by any method and in any media now or hereafter known.
- 15.4. In the event that there is a change to the Product Information after delivery of the relevant Product to Cromwell then the Supplier shall immediately notify Cromwell of the details of such change.
- 15.5. Supplier grants to Cromwell a non-exclusive, irrevocable, transferable, worldwide, royalty-free right to use Supplier's trademarks, logos, service marks, trade names, copyrighted material, internet key words, and domain names (together the "Supplier Marks") in connection with Cromwell's business including in catalogs, web sites, and other electronic and paper media. This right includes the right to use, sublicense, copy, distribute, and prepare promotional, sales or marketing materials, derivative works or translations of Supplier's marketing materials, reporting, archive or record keeping documentation or information, all by any method and in any media.
- 15.6. Supplier may also, at its option, provide free of charge other materials which may be helpful to customers of Supplier's products, including but not limited to: product videos, dynamic graphic materials, and 360 product views (together the "Videos").
- 15.7. If Supplier should decide to provide Cromwell with Videos, Supplier hereby grants to Cromwell a non-exclusive, irrevocable, worldwide, royalty-free, unlimited, transferable right and license to use, reproduce, perform, distribute and display the Videos by any means and over any medium
- 15.8. Supplier further agrees that Cromwell may add Cromwell's branding to the Videos, and may modify the Videos to remove any references to Cromwell's competitors.
- 15.9. Cromwell may use the Product Information and the Videos (if any) only in accordance with the rights granted hereunder.
- 15.10. Upon Supplier's request, Cromwell shall immediately return all Product Information in its possession or destroy any such Product Information and confirm the destruction towards Supplier. Cromwell can exercise the rights granted under this Agreement after the termination or expiration of this Agreement until all Cromwell's stocks of Products purchased from Supplier are sold or otherwise disposed of, without additional compensation. Cromwell may further continue to use the Product Information to the extent necessary to protect and enforce its rights and claims vis-à-vis its customers.

16. Miscellaneous

- 16.1. Supplier must purchase insurance, including product and general liability insurance, in an amount sufficient to ensure Supplier's obligations and liabilities as provided by this Agreement (including any orders) but with a minimum coverage of £2,000,000 per event and £5,000,000 in the aggregate. At Cromwell's request, Supplier shall provide Cromwell with proof of insurance.
- 16.2. The Parties are obliged to keep confidential all technical, scientific, commercial and other information regarding the respective other Party obtained either directly or indirectly within the scope of the Agreement or the orders (hereinafter "Confidential Information"). The Parties may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the Agreement. This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature and shall not include any information that one Party lawfully possessed prior to the respective Party's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal or professional obligation to confidentiality, whereas the disclosing Party shall not release such a person from his/her obligation to confidentiality. These confidentiality obligations shall survive a period of three years after the termination of this Agreement.
- 16.3. Notwithstanding the aforesaid confidentiality obligations, Supplier is aware that in particular any information about Cromwell's customers disclosed to Supplier (as the case may be) are owned by Cromwell and that Supplier is not granted any rights with regard thereto. Supplier will treat this information strictly confidential and will neither use them for own commercial purposes in whatever manner nor enable a third party to do so. Supplier undertakes for the term of this Agreement and a period of two years after the termination of this Agreement not to actively solicit or try to actively solicit any customers of Cromwell.
- 16.4. In case of a Force Majeure event, each Party's obligations under this Agreement shall be suspended for the period of and to the extent of such Force Majeure event. "Force Majeure" comprises cases, circumstances or causes beyond the reasonable control of a Party preventing such Party (at least partly) from the fulfillment of its obligations under this Agreement, including, but not limited to, fire, flooding or similar catastrophic events, strikes and lawful lockouts, operational interruptions that are not the fault of the

operator and administrative or court orders. The Party invoking Force Majeure shall promptly inform the other Party of the Force Majeure event and its end and use its reasonable best efforts to overcome the event and limit its negative consequences. The Parties shall discuss in good faith a recovery plan and agree whether or not Product deliveries that have been affected by the Force Majeure shall be performed once the Force Majeure has ended. Notwithstanding the foregoing, each Party may terminate any order whose shipment has been delayed for at least 5 days due to a Force Majeure event. The right to terminate this Agreement for cause in case of a prolonged Force Majeure event remains unaffected.

- 16.5. If and to the extent that in the context of the services pursuant to this Agreement, Supplier should process personal data of Cromwell's customers, such processing shall occur upon Supplier's own risk and account but in coordination with Cromwell. Supplier shall use such personal data only for the handling of the shipment including any return shipments and shall inform Cromwell immediately about any case of non-compliance with such restrictions on use or any case of loss of such personal data or unauthorised access. If Supplier is not obliged by applicable law to store the personal data for a certain period of time, Supplier shall delete any personal data at the latest two years following shipment of the respective goods.
- 16.6. This Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with the subject matter of this Agreement (including non-contractual disputes and claims).
- 16.7. If any provision, or part of a provision, of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 16.8. This Agreement supersedes and replaces in full any agreement for the supply of Product that may exist between the Parties as of the date of this Agreement.

