

# General Terms and Conditions of Purchase

This document contains the general terms and conditions of purchase of **Oleon Americas, Inc.** If you are selling to another Oleon company, please contact your purchase representative to receive the general terms and conditions of purchase for your region.

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- "Appointee" means every **Person** who is appointed by another **Person** to act on such other **Person's** behalf, including, but not limited to, such other **Person's** directors, officers, and employees.
- "Business Days" means Monday through Friday, excluding (a) federal holidays and (b) official state holidays of the State of Texas.
- "Business Hours" means the period from 9.00 a.m. to 5.00 p.m. on any **Business Day**.
- "Claim" means any legal demands, suits, actions, causes of action, losses, damages, fines, judgments, or penalties, including attorneys' fees, consultants' fees, expenses, and liabilities arising out of, involving, or in connection with, a breach of the **Agreement** or performance thereunder, including, but not limited to, breaches arising in contract, in tort, under strict liability, or otherwise.
- "Confidential Information" shall mean all information, whatever its form, relating to the business affairs of **Oleon**, including, but not limited to, information (i) that constitutes proprietary information of **Oleon**; (ii) that contains financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, business plans, the names and backgrounds of personnel, customer lists and customer information, personnel training and techniques and materials, marketing plans or market expansion proposals, and sales techniques and materials of **Oleon**, however documented; (iii) from which it could reasonably be inferred that disclosure thereof would confer a competitive advantage upon **Oleon**; (iv) that is a **Trade Secret** of **Oleon**; (v) that results from a combination of information pieced together to reconstruct **Confidential Information** from multiple sources; and (vi) that contains notes, analyses, compilations, studies, summaries, and other material prepared by or for **Supplier** and contains or is based, in whole or in part, on any information included in the foregoing. For the avoidance of doubt, all **Trade Secrets** of **Oleon** are **Confidential Information**; however, information relating to the business affairs of **Oleon** need not be a **Trade Secret** to be **Confidential Information**.
- "Control (to Control)" means (i) a **Person's** ownership, directly or indirectly, of at least 50% of the outstanding equity or voting interests of an entity, or (ii) any other arrangement whereby a **Person** has the right to appoint or dismiss the majority of the board of directors or equivalent governing body of an entity.
- "Cure Period" has the meaning defined in Section 23.1.
- "DDP" means Delivery Duty Paid, as such term is defined in the **Incoterms**.
- "Effective Date" means the date the **Agreement** enters into force.
- "Force Majeure Event" has the meaning defined in Article 18.
- "Goods" mean any goods to be provided to **Oleon** by **Supplier**, as specified in the **Agreement**.
- "Governmental Authority" means any federal, state, local, or foreign or multinational government or political subdivision thereof, or any agency, commission, department, regulator, court, legislature, or other instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of **Law**), or any arbitrator, court, or tribunal of competent jurisdiction.
- "Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, or award entered or issued by or with any **Governmental Authority**.
- "GTCs" mean these general terms and conditions of purchase, as amended from time to time.
- "HSE Contractor Requirements" means **Oleon's** HSE Contractor Requirements, as incorporated herein.
- "Incoterms" shall mean the Incoterms 2020.
- "Intellectual Property Rights" means the following rights: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, database rights, moral rights, neighboring rights, and mask works; (ii) trademark and trade name rights and similar rights and associated goodwill; (iii) **Trade Secret** rights, know-how, design guides, design rights, methodologies, developmental tools, techniques, hardware, software, systems, technologies, skills, and processes (including any enhancements, improvements, or modifications thereto); (iv) patents and industrial property rights; (v) inventions, discoveries, designs, processes, or other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions,

## A. General

**The provisions of this Part A apply to all Goods or Services to be provided by Supplier pursuant to the Agreement.**

### 1. Definitions

For the purposes of these **GTCs**:

- "Affiliate" means, with regard to any **Person** other than a natural person, any entity which directly or indirectly **Controls**, is **Controlled** by, or is under common **Control** with that **Person**.
- "Agreement" means the agreement entered into by and between **Oleon** and **Supplier** to which these **GTCs** are incorporated by reference. For the avoidance of doubt, any reference herein to the **Agreement** shall include the terms and conditions of these **GTCs**.
- "Annex" shall mean any appendix to a **PFA**. For the avoidance of doubt, if the **Parties** have entered into a **PFA**, all **Annexes** are incorporated into, and form an integral part of, the **Agreement**.

combinations, divisions, reversions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) above.

- “ISO 9001:2015” means Edition 5, 2015, of the International Organization for Standardization’s publication titled “Quality management systems – Requirements,” as amended.
- “Law” means any constitution, treaty, statute, law, common law, rule, regulation, ordinance, code, [Governmental Order](#), or other legal requirement or rule of law of any [Governmental Authority](#).
- “Material Defect” means any error, malfunction, or other defect in the [Goods](#) or [Services](#) that constitutes a material nonconformity from any requirements specified in the [Agreement](#), including, without limitation, the [Specifications](#).
- “OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- “Oleon” means Oleon Americas, Inc., a Delaware corporation.
- “Oleon Documentation” means any and all models, samples, drawings, data, materials, or other documents provided to [Supplier](#) by [Oleon](#).
- “Party” or “Parties” means [Supplier](#) and [Oleon](#), whom may collectively be referred to as the [Parties](#) or each individually as a [Party](#).
- “Performance Metrics” has the meaning defined in Section 24.2.
- “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- “Personal Identifiable Information” means any information (i) that identifies or relates to an individual who can be identified directly or indirectly through the use of such information, including, but not limited to, name, postal address, email address, telephone number, Social Security number, age or date of birth, gender, IP address, geolocation data, demographic information, marketing preferences, medical information, application data, credit history, insurance information, biometric records, financial information, consumer report information, or (ii) as defined under applicable [Law](#).
- “Place of Destination” means the delivery location specified in the [Agreement](#).
- “Price” means the total amount of the fees that [Oleon](#) shall pay to [Supplier](#), as specified in the [Agreement](#), in exchange for the performance of [Supplier](#)’s obligations pursuant to the [Agreement](#).
- “Product” has the meaning defined in Section 28.1.
- “PFA” means a purchase framework agreement for [Oleon](#)’s purchase of [Goods](#) or [Services](#) from [Supplier](#) from time to time.
- “Prevailing Party” has the meaning defined in Section 22.17.
- “Purchase Order” means any formal request or instruction from [Oleon](#) to [Supplier](#), including any written amendment thereto, for the delivery of [Goods](#) or the provision of [Services](#) by [Supplier](#). For the avoidance of doubt, if the [Parties](#) have entered into a PFA, all [Purchase Orders](#) shall be issued pursuant to the PFA.
- “Remedy Period” has the meaning defined in Section 10.3.
- “Sanctions” means any economic sanctions or other sanctions (i) issued, administered, or enforced by OFAC or a comparable [Governmental Authority](#) of the United Kingdom, Belgium, the European Union, the United Nations, or any other [Governmental Authority](#) under whose jurisdiction [Supplier](#) or [Oleon](#) operates, or (ii) issued for any violations of any applicable anti-money laundering [Law](#).
- “Services” means any services to be provided to [Oleon](#) by [Supplier](#), as specified in the [Agreement](#).
- “Site” means the [Oleon](#) property specified in the [Agreement](#).
- “Specifications” means the specifications (including but not limited to those in the TDS, if applicable) for the [Goods](#) or the [Services](#) as approved or provided by [Oleon](#).
- “Staff” means every [Person](#) who is appointed by [Supplier](#) to act on its behalf in connection with the performance of its obligations pursuant to the [Agreement](#), including, but not limited to, [Supplier](#)’s directors, officers, managers, partners, employees, agents, independent contractors, or subcontractors.
- “Supplier” means the supplier of [Goods](#) or the provider of [Services](#) to [Oleon](#), as specified in the [Agreement](#).
- “Supplier Code of Conduct” means [Oleon](#)’s Supplier Code of Conduct, as incorporated herein.
- “Technical Data Sheet” or “TDS” means [Supplier](#)’s document detailing standard technical specification and quality levels in regard to the [Goods](#).
- “Trade Secret” means information or data of or about a [Party](#), including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers, distributors, or licensees, that: (i) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can

obtain economic value from their disclosure or use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with the definition of “trade secret” mandated by applicable [Law](#), the latter definition shall govern for purposes of interpreting the respective obligations of the [Parties](#) under the [Agreement](#).

- “UCC” means the Uniform Commercial Code.

## 2. Scope and Applicability; Effective Date; Order of Precedence; Translation

2.1. **Scope and Applicability.** The [Parties](#) agree that:

- If the [Parties](#) have entered into a PFA, the [Agreement](#) shall consist of (i) these [GTCs](#) and (ii) the PFA, including any [Annexes](#) thereto or any amendments thereof. The [Agreement](#), including, without limitation, these [GTCs](#), sets forth the terms and conditions pursuant to which [Oleon](#) wishes, from time to time, to purchase, and [Supplier](#) wishes to provide, the [Goods](#) or [Services](#) specified in the PFA. Amendments to the [Agreement](#) are only valid if they are in writing and signed by duly authorized representatives of [Oleon](#) and [Supplier](#); *provided, however*, that the [Parties](#) may, by express written agreement, alter terms and conditions of the [Agreement](#) for purposes of a [Purchase Order](#) issued pursuant to the [Agreement](#). Subject to the preceding sentence, (a) the terms of the [Agreement](#), including, without limitation, the [GTCs](#), shall be incorporated into each [Purchase Order](#), and (b) no [Purchase Order](#) shall amend or otherwise affect the provisions of the [Agreement](#).
- If the [Parties](#) have not entered into a PFA, the [Agreement](#) shall consist of (i) these [GTCs](#) and (ii) the [Purchase Order](#) expressly or impliedly accepted by [Supplier](#) pursuant to these [GTCs](#). For the avoidance of doubt, each [Purchase Order](#) accepted by [Supplier](#) shall constitute a separate [Agreement](#). The [Agreement](#), including, without limitation, these [GTCs](#), sets forth the terms and conditions pursuant to which [Oleon](#) wishes to purchase, and [Supplier](#) wishes to provide, the [Goods](#) or [Services](#) specified in a [Purchase Order](#). Amendments to the [Agreement](#) are only valid if they are in writing and signed by duly authorized representatives of [Oleon](#) and [Supplier](#); *provided, however*, that the [Parties](#) may, by express written agreement, alter terms and conditions of the [GTCs](#) for purposes of a [Purchase Order](#).

For the avoidance of doubt: (a) any reference by [Oleon](#) to any correspondence from [Supplier](#) containing or referring to [Supplier](#)’s terms and conditions shall not constitute [Oleon](#)’s acceptance of such terms and conditions, and (b) [Oleon](#) does not agree to any proposed amendment, alteration, or addition to the [Agreement](#) by [Supplier](#) that is not agreed to in writing by [Oleon](#) pursuant to this Section 2.1.

2.2. **Effective Date.** The [Parties](#) agree that:

- If the [Parties](#) have entered into a PFA, the [Effective Date](#) shall be defined in the PFA.
- If the [Parties](#) have not entered into a PFA, the [Effective Date](#) shall be, with respect to a [Purchase Order](#), the date that [Supplier](#) (i) expressly or impliedly accepts such [Purchase Order](#) or (ii) commences performance of its obligations pursuant to such [Purchase Order](#).

2.3. **Order of Precedence.** The [Parties](#) agree that, in the event of a conflict between (i) the [GTCs](#) and (ii) any other provisions of the [Agreement](#), the other provisions of the [Agreement](#) shall control.

2.4. **Translation.** In the event of any discrepancy between the various translations of the terms of these [GTCs](#), the English version, which can be found at [www.oleon.com/legal](http://www.oleon.com/legal), or which can be provided upon request, shall prevail.

## 3. Offers, Bids, and Price Quotes

3.1. For the avoidance of doubt, any offers, bids, or price quotes provided to [Oleon](#) by [Supplier](#) shall not be incorporated into the [Agreement](#).

## 4. Amendments to Purchase Orders

4.1. [Oleon](#) may amend the terms of any [Purchase Order](#); *provided, however*, that, if (i) [Oleon](#) provides a [Purchase Order](#) to [Supplier](#), (ii) [Supplier](#) begins the performance its obligations under the [Agreement](#) in connection with such [Purchase Order](#), and (iii) following the commencement of [Supplier](#)’s performance, [Oleon](#) notifies [Supplier](#) of any revisions to the [Goods](#) or [Services](#) described in the [Purchase Order](#), then [Supplier](#) must inform [Oleon](#) in writing within ten (10) [Business Days](#) of receiving such notification of any pricing

terms, delivery schedule provisions, or other terms affected by Oleon's revisions to the Goods or Services described in the Purchase Order. Oleon may either accept these changes or reject them and cancel the Purchase Order. In the absence of Supplier's responsive notification to Oleon pursuant to this Section 4.1, Supplier must perform its above-described obligations with no modification in connection with Oleon's revisions.

## 5. Independent Contractors; Subcontracting

- 5.1. **Independent Contractors.** The Parties are independent contractors. The Agreement shall not be construed to create any association, partnership, joint venture, employment relationship, or agency relationship between the Parties for any purpose, nor shall either Party or its respective appointees hold themselves out as such. For the avoidance of doubt, (i) Supplier is not an agent of Oleon and has no authority to make commitments on behalf of or to legally bind Oleon in contract or otherwise, and (ii) nothing in the Agreement shall be construed as establishing an employment or agency relationship between Oleon, on the one hand, and Supplier's employees, independent contractors, subcontractors, or agents, on the other hand. Supplier shall be solely responsible for its operating expenses and shall bear alone the risks inherent in its business.
- 5.2. **Approval of Subcontractors.** Supplier may not subcontract the performance of the Agreement, in whole or in part, without the prior written consent of Oleon.
- 5.3. **Representations, Warranties, and Terms Regarding Subcontractors.** In the event that Supplier utilizes subcontractors in connection with the performance of the Agreement, Supplier represents and warrants that each such subcontractor, as well as each such subcontractor's employees, contractors, or agents, if any, will have (i) the experience, qualifications, and abilities, and (ii) the applicable permits, certifications, and licenses, if any, to provide the Goods or perform the Services entrusted to them in connection with the subcontracting of Supplier's performance. Any agreement between Supplier and a subcontractor of Supplier in connection with the performance of the Agreement must incorporate the terms of the Agreement by reference, including, without limitation, the terms of these GTCs. Supplier shall use commercially reasonable best efforts to obtain from each subcontractor, in writing, a representation and warranty that such subcontractor shall, at all times, follow all applicable Law, including, without limitation, all laws applicable to such subcontractor's performance of the obligations entrusted to it in connection with the Agreement.
- 5.4. **INDEMNIFICATION. SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST ANY DAMAGES ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH ANY BREACH OF THE REPRESENTATIONS AND WARRANTIES DESCRIBED IN SECTION 5.3.**
- 5.5. **Unauthorized Subcontracting.** In the event that Supplier subcontracts the performance of the Agreement, in whole or in part, in a manner that violates the terms of Section 5.2 or Section 5.3, Oleon shall have no obligation to (i) accept any Goods or Services pursuant to the Agreement or (ii) pay any sums to Supplier in connection with such Goods or Services. Oleon's acceptance of any such Goods or Services shall not relieve Supplier of any liability to Oleon in connection with the Agreement, including, without limitation, any liability in connection with Supplier's violation of the terms Section 5.2 or Section 5.3.

## 6. Quality Management System

- 6.1. Supplier shall implement and maintain an effective quality management system and shall demonstrate the operation of such system to Oleon upon request. Supplier shall adhere to a quality management system consistent with ISO 9001:2015 or, upon Oleon's request, shall maintain another market-compliant quality management system. Oleon shall have the right, but not the obligation, to inspect Supplier's quality management system and may, but shall not be required to, conduct any such inspections through third parties commissioned by Oleon. Supplier shall bear any and all costs arising out of, involving, or in connection with the implementation, operation, and maintenance of its quality management system, including, without limitation, the cost of obtaining any quality system certificates.
- 6.2. The Parties acknowledge and agree that the rights of Oleon enumerated in this Article 6 may be exercised, or not exercised, solely in the discretion of Oleon. Oleon's failure to exercise any of the rights enumerated in this Article 6 (i) shall not constitute a waiver of

any other rights of Oleon arising out of, involving, or in connection with the Agreement and (ii) shall not constitute a waiver of Oleon's right to pursue any legal or equitable remedies which it may have against Supplier arising out of, involving, or in connection with the Agreement.

## 7. Inspection Rights

- 7.1. Oleon may, but shall not be required to, access, enter, and inspect any premises of Supplier directly involved in the production of the Goods or the performance of the Services. Any such inspection shall occur during Supplier's usual business hours and upon reasonable notice to Supplier. Supplier shall provide access to the inspection location and facilitate the inspection process. Oleon's representatives shall be allowed to inspect the Goods or the performance of the Services, as well as any relevant records verifying that the Goods or Services conform to any Specifications or requirements set forth in the Agreement. If the Goods or Services are found not to conform to any such Specifications or requirements, Oleon shall have the right to (i) reject the Goods or Services or (ii) require Supplier to promptly correct the non-conformities at Supplier's expense. Oleon may also exercise any other remedies available under, involving, or in connection with the Agreement or applicable Law. The cost of inspection shall be borne by Oleon; provided, however, that if the Goods or Services are found to be non-conforming, Supplier shall bear all costs associated with the correction of such non-conformities.
- 7.2. The Parties acknowledge and agree that the rights of Oleon enumerated in this Article 7 may be exercised, or not exercised, solely in the discretion of Oleon. Oleon's failure to exercise any of the rights enumerated in this Article 7 (i) shall not constitute a waiver of any other rights of Oleon arising out of, involving, or in connection with the Agreement and (ii) shall not constitute a waiver of Oleon's right to pursue any legal or equitable remedies which it may have against Supplier arising out of, involving, or in connection with the Agreement.

## 8. Delivery, Shipping, and Packaging; Acceptance; Cure and Replacement

- 8.1. **Delivery Date(s).** Supplier shall comply with the date(s) of delivery of Goods or date(s) of provision of Services as specified in the Purchase Order.
- 8.2. **Delivery Requirements.** Supplier must deliver any Goods to Oleon at the Place of Destination (i) free of defects and (ii) within Oleon's regular Business Hours. Such delivery must be accompanied by any required shipping documents. If Oleon and Supplier have agreed upon terms of delivery that include installation, assembly, or other services, delivery of the Goods pursuant to this Section 8.2 shall not occur until Supplier has completed the installation, assembly, or other services pursuant to the Agreement.
- 8.3. **Suspension of Delivery or Performance.** Oleon has the right to suspend the delivery of Goods, the performance of Services, or the performance of any of Supplier's other obligations hereunder, without any charge or expense to Oleon and without any liability to Oleon arising out of, involving, or in connection with such suspension, upon a written notice to Supplier providing the reasons for the suspension.
- 8.4. **Advance Deliveries.** Supplier may not make an advance delivery of any Goods or provide any Services in advance without the prior written consent of Oleon.
- 8.5. **Partial Deliveries.** Supplier may not make a partial delivery of any Goods or partially perform any Services without the prior written consent of Oleon. Any acceptance by Oleon of a partial delivery of Goods or partial performance of Services shall not constitute a waiver of any rights that Oleon may have under the Agreement or applicable Law in connection with such partial delivery or partial performance.
- 8.6. **Delay in Delivery.** If Supplier will not be able to fulfill its obligations pursuant to the Agreement, either in full or in part, within the stipulated delivery date(s), milestones, timeframes, or other scheduling matters agreed upon by the Parties, Supplier must provide Oleon with prompt written notification of such inability. Such notice must state the reason(s) for the delay and the predicted period of the delay. Upon receipt of such notice, Oleon may, but shall not be required to, terminate the Agreement, effective upon written notice to Supplier of such termination. In the event of any delay in connection with any delivery date(s), milestones, timeframes, or other scheduling matters agreed upon by the Parties, Supplier shall pay



to Oleon, as damages and not as a penalty, one percent (1%) of the total price of any Purchase Order(s) affected by the delay per calendar week of delay, inclusive of the first calendar week of delay (even if a partial calendar week); *provided, however*, that such damages shall not exceed ten percent (10%) of the Price. For the avoidance of doubt, (i) the remedies described in this Section 8.6 are without prejudice to any other rights of Oleon under, involving, or in connection with the Agreement or applicable Law, and Oleon reserves the right to recover from Supplier any additional damages reasonably incurred by Oleon; (ii) in the event Oleon terminates the Agreement as described in this Section 8.6, Supplier shall remain liable to Oleon for any damages incurred for delays pursuant to this Section 8.6; and (iii) the provisions of this Section 8.6 shall not apply to the delays described in Article 18. Any acceptance by Oleon of a delayed delivery of Goods or delayed performance of Services shall not constitute a waiver of any rights that Oleon may have under the Agreement or applicable Law in connection with such delayed delivery or delayed performance.

- 8.7. **Terms of Delivery; Incoterms.** The Parties shall specify terms of delivery in the Agreement by designating an Incoterm or other terms of delivery; *provided, however*, that, regardless of the terms of delivery specified in the Agreement, delivery shall be the responsibility of Supplier, with Supplier bearing all costs and risks thereof. Unless otherwise provided in the Agreement, the Goods will be delivered DDP to the Place of Destination. For the avoidance of doubt, the terms of delivery specified in the Agreement form an integral part of the Agreement.
- 8.8. **Delivery and Shipping Documents.** Unless the Parties have specified otherwise in the Agreement, each delivery shall be accompanied by two (2) copies of the delivery note, the packing list, any required cleaning and inspection certificates according to the Specifications, and all other necessary delivery documents. To the extent known, the following details must be provided (i) in all shipping documents and (ii) on the outer packaging of any packaged Goods: Purchase Order number, gross and net weight, number of packages and type of packaging (e.g., disposable/reusable), completion date, Place of Destination (including the specific unloading point), and consignee.
- 8.9. **Packaging.** Supplier shall package, label, and ship Goods in compliance with industry standards and applicable Law. Supplier must package the Goods in such a manner as to ensure that the Goods are transported and delivered to Oleon without any damage, contamination, or deterioration. For the avoidance of doubt, (i) Supplier shall be liable for any damages to the goods arising out of, involving, or in connection with improper packaging and (ii) Supplier shall, at its own expense, handle any complaints or actions against any carriers related to the delivery of the Goods.
- 8.10. **Hazardous Goods.** Supplier shall package, label and ship hazardous Goods in accordance with applicable Law.
- 8.11. **Documents.** In the event that Oleon must provide any documents to Supplier prior to Supplier's performance of its obligations under the Agreement, whether or not in connection with a particular Purchase Order, Supplier shall have the responsibility to request these documents in a timely manner.
- 8.12. **Acceptance.** Acceptance of any Goods shall occur when Oleon, after a reasonable opportunity to inspect the Goods, expressly confirms to Supplier in writing that the Goods are conforming or that Oleon will take or retain the Goods in spite of their non-conformity. For the avoidance of doubt: (i) Oleon's completion of any inspection, use of any Goods, or payment of any invoice shall not constitute acceptance of such Goods and (ii) Oleon's acceptance of any non-conforming Goods shall be without prejudice to Oleon's rights and remedies in connection with such Goods under the Agreement or applicable Law.
- 8.13. **Cure and Replacement.** Without prejudice to any other rights of Oleon under, involving, or in connection with the Agreement or applicable Law, if any Goods or the tender of delivery of such Goods fails in any respect to conform to the Agreement, Oleon shall have the rights provided in Section 2-601 of the UCC. Supplier may (i) cure any improper tender or delivery pursuant to Section 2-508(1) of the UCC or (ii) substitute a conforming tender pursuant to Section 2-508(2) of the UCC.

## 9. Transfer of Title; No Encumbrances

- 9.1. **Transfer of Title.** Title to the Goods shall pass to Oleon upon delivery of the Goods pursuant to the Agreement. For the avoidance of doubt, transfer of title to Oleon pursuant to this Section 9.1 (i) shall not transfer any costs or risks to Oleon in connection with

delivery of the Goods or constitute acceptance of the Goods by Oleon and (ii) shall be without prejudice to any rights provided to Oleon under, involving, or in connection with the Agreement or applicable Law.

- 9.2. **No Encumbrances.** Supplier will not cause or allow any liens or encumbrances to be placed against, or grant any security interest in, any Goods or Services. Supplier represents and warrants that title to all Goods shall pass to Oleon free of any liens, claims, pledges, or other encumbrances.

## 10. Condition of Delivered Goods or Services; Performance Guarantee; Rights in the Event of Defects

- 10.1. **Condition.** Supplier represents and warrants that (i) it will deliver Goods or Services free of defects, including, without limitation, defects resulting from faulty design, materials, or workmanship; deliver Goods or Services in strict compliance with all requirements specified in the Agreement, including, without limitation, the Specifications; and ensure that any guaranteed properties and features are present in the Goods or Services; (ii) the Goods or Services will be fit and safe for their intended purposes and use, which are known to Supplier; (iii) the Goods or Services comply with applicable Law; (iv) the Services will comply with any agreed upon service levels and instructions of Oleon; and (v) if machines, equipment, or installations constitute delivery items, they shall meet any special safety requirements applicable to machinery, equipment, and installations at the time of performance.
- 10.2. **Guarantee Periods.** Unless otherwise agreed by the Parties in writing, Supplier shall provide a performance guarantee of (i) twenty-four (24) months after the date of delivery of any Goods and (ii) twenty-four (24) months after the completion of any Services. Any such guarantee period shall be tolled for any period in which the Goods delivered or Services provided (in whole or in part) are defective.
- 10.3. **Rights in the Event of Defects.** During a guarantee period described in Section 10.2, Supplier shall guarantee the prompt repair or replacement of the Goods delivered or Services provided (in whole or in part), at the option of Oleon and at no cost to Oleon; *provided, however*, that such guarantee shall not apply if Supplier conclusively demonstrates that the defect to the Goods or Services was caused exclusively by Oleon. For the avoidance of doubt, Supplier shall bear all costs of assembly, disassembly, and transport in connection with such repair or replacement. In the alternative, Oleon may, at its option, make any repairs to or replacements of the delivered Goods or Services itself or through a third party and recover the costs of such repairs or replacements from Supplier; *provided, however*, that Oleon may only take such actions if (i) Oleon has provided Supplier with prior notification of its intention to make repairs or replacements itself or through a third party, (ii) Oleon has provided Supplier with the opportunity to make the repairs or replacements within a commercially reasonable period (such period, the "Remedy Period"), and (iii) Supplier has not completed the repairs or replacements within the Remedy Period; *provided further* that Oleon shall not be required to provide Supplier with the opportunity to make repairs or replacements if Supplier has previously addressed the pertinent defect unsuccessfully or if, in its reasonable discretion, Oleon determines that it would not be feasible to provide Supplier with a Remedy Period. In the event a Material Defect exists during a guarantee period described in Section 10.2, Oleon shall be entitled to (a) a commensurate reduction of the Price, or a commensurate reimbursement of the consideration already paid to Supplier, or (b) terminate the Agreement. For the avoidance of doubt, (i) the remedies described in this Section 10.3 are without prejudice to any other rights of Oleon under, involving, or in connection with the Agreement or applicable Law, and Oleon reserves the right to recover from Supplier any additional damages reasonably incurred by Oleon, and (ii) in the event Oleon terminates the Agreement as described in this Section 10.3, Supplier shall remain liable to Oleon for any damages incurred for defects pursuant to this Section 10.3. Defective Goods or parts shall remain in the possession of Oleon until they have been replaced.
- 10.4. **SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST AND FROM ANY CLAIM FOR DAMAGES BY THIRD PARTIES IN CONNECTION WITH ANY DEFECT DESCRIBED IN THIS ARTICLE 10, UNLESS THE DEFECT WAS CAUSED EXCLUSIVELY BY OLEON.**

## 11. Liability of Supplier; Limitation of Oleon's Liability; Indemnification

- 11.1. **Liability of Supplier.** Supplier shall be liable for any damages arising out of, involving, or in connection with (i) the breach of the Agreement by Supplier or its Staff, or (ii) the performance of Supplier's obligations in connection with the Agreement by Supplier or its Staff, including, without limitation, any such damages that arise in contract, in tort, under strict liability, or otherwise. For the avoidance of doubt, Supplier's liability pursuant to this Article 11 shall include, without limitation, liability for any damages arising out of, involving, or in connection with any non-performance or partial performance of Supplier's obligations in connection with the Agreement by Supplier or its Staff.
- 11.2. **LIMITATION OF OLEON'S LIABILITY. OLEON SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES PERTAINING TO EQUIPMENT, OBJECTS, OR MATERIALS BELONGING TO SUPPLIER OR SUPPLIER'S SUBCONTRACTORS.**
- 11.3. **INDEMNIFICATION FOR THIRD-PARTY CLAIMS. SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AND FROM ANY AND ALL DAMAGES SUFFERED, SUSTAINED, OR INCURRED BY OLEON WITH RESPECT TO ANY CLAIMS OF A THIRD PARTY ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH (I) THE BREACH OF THE AGREEMENT BY SUPPLIER OR ITS STAFF OR (II) THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS IN CONNECTION WITH THE AGREEMENT BY SUPPLIER OR ITS STAFF.**
- 11.4. **PREMISES LIABILITY. SUPPLIER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST AND FROM ANY AND ALL DAMAGES SUFFERED, SUSTAINED, OR INCURRED BY OLEON WITH RESPECT TO ANY CLAIMS OF SUPPLIER, ITS STAFF, OR A CONTRACTOR OR SUBCONTRACTOR OF SUPPLIER ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH ALLEGATIONS OF PREMISES LIABILITY IN MAINTAINING AND OWNING THE SITE OR ANY OTHER PREMISES OWNED OR OPERATED BY OLEON, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ATTRACTIVE NUISANCE, BREACH OF STATUTORY DUTIES, CRIMINAL CONDUCT BY THIRD PARTIES, CLAIMS UNDER THE TEXAS RECREATIONAL USE STATUTE, FAILURE TO MAKE THE PREMISES SAFE, FAILURE TO INSPECT THE PREMISES, FAILURE TO WARN OF DANGEROUS CONDITIONS, AND ANY SIMILAR CLAIM; PROVIDED, HOWEVER, THAT SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 11.4 SHALL ONLY APPLY TO CLAIMS ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH THE EXPRESS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS STAFF, OR SUPPLIER'S CONTRACTOR(S) OR SUBCONTRACTOR(S).**

## 12. Price

- 12.1. **Currency.** The Price shall be in Dollars.
- 12.2. **Included Costs.** The Price shall be (i) inclusive of all costs, direct expenses, and indirect expenses that Supplier incurs in its performance of the Agreement, including, if applicable, the costs of transportation, unloading, and installation, and (ii) inclusive of any taxes owed by Supplier under applicable Law. For the avoidance of doubt, the Price shall be inclusive of all Goods and Services to be provided pursuant to the Agreement.
- 12.3. **Fixed Price.** Unless otherwise agreed upon by the Parties in writing, the pricing arrangement specified in the Agreement shall be a fixed pricing arrangement. For the avoidance of doubt, unless otherwise agreed upon by the Parties in writing, no variation in the pricing arrangement shall occur as a result of inflation, any increases in Supplier's costs, other changes in circumstances, or any other reason.

## 13. Payment

- 13.1. **Invoicing.** Unless otherwise agreed upon by the Parties, Supplier shall issue invoices to Oleon following the delivery of the Goods or the provision of the Services. All invoices must adhere to the payment schedule provided in the Agreement. Supplier shall issue separate invoices for each Purchase Order. All invoices must be emailed as separate PDF files to [AccountingOA@OLEON.com](mailto:AccountingOA@OLEON.com) and include, at a minimum, (i) Supplier's name, principal office address, and EIN, and (ii) the Purchase Order number. Any value added taxes or general sales taxes chargeable under applicable Law with respect to the delivery of the Goods or provision of the Services must be included in Supplier's invoices.

- 13.2. **Payment Term.** If Supplier provides an invoice to Oleon in accordance with these GTCs, then, unless otherwise agreed by the Parties in writing, Oleon shall pay such invoice within sixty (60) days, with such period beginning on the day following receipt thereof. Payment will be made subject to Oleon's reasonable determination of (i) the completeness of the delivery of the Goods or the Services provided and (ii) the conformity of the Goods or Services with all requirements specified in the Agreement, including, without limitation, the Specifications. Payment shall be deemed received by Supplier when payment is debited from Oleon's bank account. Payment by Oleon shall not constitute acceptance of Goods or Services and shall not constitute a waiver of Oleon with regard to (a) any nonconforming Goods or Services, (b) Oleon's inspection rights pursuant to the Agreement, or (c) Oleon's right to dispute an invoice for other reasons.
- 13.3. **Late Payments.** In the event of any delay in payment for any undisputed invoice pursuant to the Parties' agreed upon terms of payment, Supplier may only charge a late payment interest of four percent (4%) of the unpaid amount for each undisputed invoice, compounded per annum, following a prior written notice of such delay in payment that has remained unresolved for a period of fourteen (14) Business Days. For the avoidance of doubt, this Section 13.3 shall not apply to delays described in Article 18.
- 13.4. **Set-Offs.** Upon notice to Supplier, Oleon may set off any amounts due by Oleon to Supplier in connection with the Agreement with amounts due by Supplier to Oleon in connection with the Agreement.

## 14. Withdrawal or Recall

- 14.1. If Supplier becomes aware of an issue in connection with the delivery of the Goods or provision of the Services, or reasonably believes that an issue may arise in connection with the delivery of the Goods or provision of the Services, which issue may result in a potential safety risk to consumers, or a voluntary or mandatory withdrawal, recall, or similar measure, Supplier shall (i) within twenty-four (24) hours notify Oleon thereof in writing, and (ii) provide full assistance in developing and implementing a strategy to remedy the situation.
- 14.2. **SUPPLIER SHALL INDEMNIFY AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES FROM AND AGAINST ANY CLAIM, DAMAGE, LOSS, OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH ANY ISSUE DESCRIBED IN SECTION 14.1, PROVIDED THAT THE PROVISIONS OF THIS SECTION 14.2 SHALL NOT APPLY TO (I) ISSUES EXCLUSIVELY CAUSED BY A FORCE MAJEURE EVENT OR (II) ISSUES EXCLUSIVELY ARISING OUT OF THE REQUIREMENTS OF THE SPECIFICATIONS.**

## 15. Term and Termination

- 15.1. **Term.** The term of the Agreement shall be specified by the Parties in the Agreement.
- 15.2. **Termination for Convenience.** Oleon may, in its sole and absolute discretion, terminate, the Agreement, at any time and for any reason or no reason, by providing written notice to Supplier. Upon receipt of such written notice, Supplier shall immediately discontinue any performance in connection with the delivery of the Goods or the provision of the Services, except as directed by Oleon. Upon such termination, Oleon shall pay to Supplier the following amounts only: (i) any unpaid portion of the price of any Goods accepted or undisputed Services completed in accordance with the Agreement, and (ii) the actual work-in-progress and raw materials costs incurred by Supplier in furnishing the Goods or providing the Services as of Supplier's receipt of the termination notice, provided that such costs are reasonable in amount and supported by documentary proof, with such documentation provided to Oleon, and are properly allocable under generally accepted accounting principles to the Goods furnished or Services provided; less, however, the sum of (a) the reasonable value or cost (whichever is higher) of any Goods or Services used or sold by Supplier with Oleon's written consent and (b) the cost of any damaged or destroyed Goods or Services (other than Goods or Services damaged or destroyed exclusively by Oleon). Oleon shall not be obligated to make payments for accepted Goods, undisputed Services completed, or work-in-progress or raw materials costs of Supplier in amounts in excess of those authorized pursuant to the Agreement, nor for any undelivered Goods or Services that are in Supplier's standard stock or which are readily marketable. Payments made by Oleon in connection with this Section 15.2 shall not exceed the aggregate price payable by Oleon for finished Goods or Services that would be



delivered or provided, respectively, by Supplier under any Purchase Order(s) outstanding on the date that Oleon provides notice of termination pursuant to this Section 15.2. The remedies described in this Section 15.2 shall be Supplier's sole remedies and Oleon's sole liabilities in connection with Oleon's termination of the Agreement for convenience. For the avoidance of doubt, Oleon shall not be liable for any loss of Supplier's business or profits in connection with Oleon's termination of the Agreement pursuant to this Section 15.2. Oleon shall have the right to examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim by Supplier pursuant to this Section 15.2.

15.3. **Termination for Cause.** Either Party may terminate the Agreement, effective upon written notice to the other Party, and with no liability to make any further payments to the other Party (other than in respect of any amounts accrued before the date that notice of termination is provided pursuant to this Section 15.3): (i) if the other Party materially breaches the Agreement, and such breach is either incapable of cure or not cured by the other Party pursuant to Section 23.1; (ii) if the other Party or, if the other Party is Supplier, its Staff, commits an act or omission involving dishonesty, misappropriation, or fraud in connection with the Agreement; (iii) if the other Party or, if the other Party is Supplier, its Staff, commits an act or omission involving gross negligence or willful misconduct in connection with its obligations under the Agreement; (iv) if the other Party becomes insolvent or admits its inability to pay its debts generally as they become due; (v) if the other Party becomes subject, voluntarily or involuntarily, to any proceeding under any applicable federal or state bankruptcy or insolvency law and such proceeding is not fully stayed within seven (7) Business Days or is not dismissed or vacated within forty-five (45) days of filing; (vi) if the other Party is wound up, dissolved, or liquidated, or takes any corporate action for purposes of winding up, dissolving, or liquidating; (vii) if the other Party ceases to carry on its business; (viii) if a Force Majeure Event continues to hinder or prevent the other Party from performing any of its obligations for a period of at least thirty (30) consecutive days; (ix) if the other Party is Supplier, the event of any direct or indirect change in Control of the other Party; or (x) if the other Party is Supplier, Oleon terminates the Agreement pursuant to Section 8.6, Section 10.3, Section 19.2, Section 25.1, Section 26.1, Section 27.1, or Section 32.4. The exercise of a Party's termination rights shall be without prejudice to any other rights and remedies under the Agreement or applicable Law.

15.4. **Obligations upon Termination.** Upon expiration or notice of termination of the Agreement, Supplier shall: (i) immediately discontinue any performance in connection with the delivery of the Goods or the provision of the Services, except as directed by Oleon; (ii) at its own expense, promptly dismantle and remove any of its installations, tools, or equipment from Oleon's premises and remove and dispose appropriately of any waste and debris on Oleon's premises produced by the Services, and if Supplier does not fulfill its obligations in this regard, Oleon may perform such tasks itself or through a third party and recover the costs of such performance from Supplier; (iii) promptly return to Oleon or certifiably delete or destroy any Confidential Information that Supplier possesses or controls; and (iv) promptly transfer to Oleon all property and materials in its possession or control that belong to Oleon.

## 16. Confidentiality

16.1. **Disclosure of Confidential Information.** Any and all disclosures of Confidential Information are subject to the terms and conditions of this Article 16. For the avoidance of doubt, nothing contained in this Article 16 shall be construed as obligating Oleon to disclose Confidential Information to Supplier.

16.2. **Ownership of Confidential Information.** Any and all Confidential Information is and will remain the sole property of Oleon. Nothing contained in this Article 16 shall be construed as granting to or conferring on Supplier any license, copyright, implied rights, or similar rights to the Confidential Information.

16.3. **Limitations on Usage of Confidential Information.** Supplier shall (i) except as described in this Article 16, not disclose Confidential Information to a third party, and (ii) not use Confidential Information in any way, commercially or otherwise, except as necessary for purposes of fulfilling Supplier's obligations or exercising Supplier's rights under the Agreement.

16.4. **Confidentiality.** Supplier shall (i) hold all Confidential Information in strict confidence; (ii) use at least the same degree of care as Supplier employs to protect its own confidential information, but in no event less than reasonable care, to protect and safeguard

Confidential Information from unauthorized use or disclosure; and (iii) promptly notify the Oleon of any unauthorized disclosure of Confidential information or other breaches of this Article 16 of which Supplier has knowledge.

16.5. **Internal Distribution.** Supplier shall limit internal distribution of Confidential Information to Staff that have a reasonable need to know such information for purposes of fulfilling Supplier's obligations or exercising Supplier's rights under the Agreement. Any members of the Staff who receive Confidential Information must be bound by confidentiality obligations at least as stringent as those set forth herein. Supplier shall be responsible for the breach of any of the provisions of this Article 16 by any of its Staff, including any actions or inactions by such Staff that would constitute a breach, as if such Staff were subject to Supplier's obligations pursuant to this Article 16.

16.6. **Exclusions.** The obligations described in this Article 16 shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a breach of the Agreement by Supplier or its Staff; (ii) was rightfully within Supplier's or any member of its Staff's possession prior to its being furnished to Supplier by or on behalf of Oleon; or (iii) becomes available to Supplier on a non-confidential basis from a source other than Oleon or its representatives; provided that, with respect to clauses (ii) and (iii) above, the source of such information was not known by Supplier to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligations of confidentiality to, Oleon or any other party with respect to such information.

16.7. **Compelled Disclosure.** In the event that Supplier becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or otherwise) to disclose any Confidential Information, Supplier agrees to (i) notify Oleon promptly of the existence, terms, and circumstances surrounding any request or requirement that may cause Supplier to become so compelled; (ii) to the extent not legally prohibited, consult with Oleon on the advisability of taking legally permissible steps to resist or narrow such request or requirement; (iii) take such legally advisable steps as Oleon may request, at Oleon's expense, to resist or narrow such request or so that Oleon may seek a protective order or other appropriate remedy; and (iv) if Oleon seeks such a protective order or other remedy, provide such cooperation as is reasonably requested by Oleon, at Oleon's expense. In the event that such protective order or other remedy is not obtained, and Supplier is nonetheless legally compelled to disclose such Confidential Information, Supplier will (a) furnish only that portion of the Confidential Information that Supplier or its legal counsel advises in writing that Supplier is legally required to disclose and (b) exercise commercially reasonable best efforts to obtain confidential treatment with respect to such Confidential Information. In no event will Supplier oppose any action by Oleon to obtain a protective order or other remedy to prevent the disclosure of Confidential Information or to obtain assurance that confidential treatment will be afforded to the Confidential Information.

16.8. **Disclosure Pursuant to the Defend Trade Secrets Act of 2016.** Notwithstanding any other provision of these GTCs, a Party may make disclosures of Trade Secrets that are expressly permitted by the Defend Trade Secrets Act of 2016.

16.9. **Survival.** The provisions of this Article 16 shall survive for a period of five (5) years after the expiration or termination of the Agreement.

## 17. Intellectual Property Rights

17.1. Supplier represents and warrants that the delivery of the Goods or the provision of the Services, and the use thereof by Oleon pursuant to the Agreement, will not infringe or otherwise violate any Intellectual Property Rights of any third party. Supplier agrees to bear the costs of any licensing fees, expenses, and other fees incurred by Oleon in preventing or rectifying any such infringement or violation of the Intellectual Property Rights of any third party.

17.2. **SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST AND FROM ANY AND ALL DAMAGES SUFFERED, SUSTAINED, OR INCURRED BY OLEON WITH RESPECT TO ANY CLAIMS OF A THIRD PARTY ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH ANY INFRINGEMENT, UNAUTHORIZED USE, OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS COMMITTED BY SUPPLIER OR ITS STAFF IN CONNECTION WITH THE AGREEMENT.**

## 18. Force Majeure

- 18.1. Neither Party shall be in breach of the Agreement or liable for any delays or nonperformance resulting from unforeseen circumstances beyond its reasonable control, including, without limitation, fires, floods, or other calamities; war, terrorism, riots, or other violence; epidemics or pandemics; or acts of God (each such event, a "Force Majeure Event"); provided, however, that, if a Force Majeure Event continues to hinder or prevent the other Party from performing any of its obligations for a period of at least thirty (30) consecutive days, the other Party may terminate the Agreement pursuant to Section 15.3. Failure of mechanical equipment, computer hardware, telecommunications equipment, or software; power outages; changes in economic conditions or the costs or delivery of raw materials; and strikes or other labor disputes of any of the Staff shall not be a Force Majeure Event of Supplier. Power outages shall be a Force Majeure Event of Oleon.
- 18.2. In the event of a Force Majeure Event, the time for the Parties performance shall be reasonably extended. A Party claiming a Force Majeure Event must provide evidence to the other Party and a notice that its performance has been or may be prevented or delayed within three (3) Business days of its occurrence and use all commercially reasonable efforts to mitigate the effects of the Force Majeure Event. In addition, the Party claiming a Force Majeure Event must notify the other Party within three (3) Business Days of the date the Force Majeure Event ceases to exist.
- 18.3. For the avoidance of doubt, Oleon shall not owe any additional fees or expenses to Supplier due to any costs or expenses that Supplier may incur in connection with a Force Majeure Event.
- 18.4. Neither Party shall incur liability to the other Party due to the exercise of its rights under this Article 18.

## 19. Compliance; Additional Representations and Warranties of Supplier

- 19.1. **Ethics and Sustainability.** The values of the Supplier Code of Conduct, a copy of which can be located at [www.oleon.com/legal](http://www.oleon.com/legal) or provided to Supplier upon request, are essential to Oleon and Oleon's business. Supplier's adherence to the Supplier Code of Conduct is an essential material inducement for Oleon to enter into the Agreement. Supplier shall use its commercially reasonable best efforts to ensure that all of its subcontractors (of any tier) adhere to the Supplier Code of Conduct. Oleon shall have the right verify adherence to the Supplier Code of Conduct, either itself or through third parties commissioned by Oleon.
- 19.2. **Sanctions.** The Parties will comply with any applicable Sanctions. Supplier shall immediately inform Oleon of any Sanctions or Sanctions-related actions that may be taken against Supplier or its directors, officers, managers, employees, representatives, agents, Affiliates, or successors. If, in the commercially reasonable opinion of Oleon, it becomes unlawful for Oleon to perform any of its obligations in connection with the Agreement under such Sanctions or Sanctions-related actions, Oleon shall be entitled to terminate the Agreement without liability to Oleon.
- 19.3. **INDEMNIFICATION. SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST AND FROM ANY AND ALL DAMAGES SUFFERED, SUSTAINED, OR INCURRED BY OLEON WITH RESPECT TO ANY LEGAL DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, FINES, JUDGMENTS, OR PENALTIES, INCLUDING ATTORNEYS' FEES, CONSULTANTS' FEES, EXPENSES, AND LIABILITIES ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH ANY SANCTIONS ISSUED AGAINST SUPPLIER.**
- 19.4. **Data Protection.** Supplier represents and warrants that it will take commercially reasonable measures, in accordance with applicable Law and materially consistent with applicable industry practices, to protect the confidentiality, integrity, and security of any Personal Identifiable Information that it obtains from Oleon in connection with the performance of its obligations pursuant to the Agreement. Supplier (i) shall not process, analyze, or use Personal Identifiable Information for any purpose other than the performance of its obligations pursuant to the Agreement and (ii) shall neither disclose nor make available any such Personal Identifiable Information to any third party.
- 19.5. **Representations and Warranties of Supplier.** Oleon has entered into the Agreement on the basis for the experience, skills, knowledge, service level, and reputation of Supplier. These qualities

of Supplier are essential and material inducements for Oleon to enter into the Agreement. Supplier represents and warrants to Oleon:

- that Supplier (i) is duly organized, validly existing, and in good standing in its jurisdiction of formation and (ii) is duly licensed or qualified to do business in, and is in good standing in, the jurisdiction(s) in which it will perform its obligations in connection with the Agreement;
- that Supplier, as well as Supplier's employees, contractors, or agents, have (a) the expertise, qualifications, and abilities, and (b) the applicable permits, certifications, and licenses, if any, to perform the obligations of Supplier in connection with the Agreement;
- that Supplier has all necessary human and technical resources to deliver the Goods or perform the Services in connection with the Agreement;
- that Supplier shall, at all times, follow all applicable Law, including, without limitation, all laws applicable to Supplier's performance obligations in connection with the Agreement;
- that Supplier shall devote sufficient resources and efforts to successfully and timely perform its obligations in connection with the Agreement; and
- that the execution, delivery, and performance of the Agreement by Supplier does not and shall not conflict with, breach, violate, or cause an event of default under another service agreement, employment contract, non-compete agreement, or any other agreement, judgment, or order.

## 20. Insurance

- 20.1. **Minimum Insurance.** Supplier represents and warrants that it has subscribed to, and shall for the duration of the Agreement maintain, at its own expense, adequate general liability insurance necessary to cover losses and damages by such hazards, casualties, and contingencies that can occur as a consequence of Supplier's execution of the Agreement or performance of its obligations pursuant to the Agreement. Supplier shall also maintain, as relevant to the performance of its obligations pursuant to the Agreement, adequate professional liability, products liability, or other insurance policies. Each of Supplier's insurance policies shall be issued by an insurance company rated A- or better by A.M. Best, and Supplier shall provide satisfactory evidence of such insurance to Oleon at Oleon's request.
- 20.2. **No Limitation of Liability or Limitation of Indemnification Due to Insurance.** For the avoidance of doubt, nothing in this Article 20 shall limit Supplier's liabilities or indemnification obligations pursuant to the Agreement.
- 20.3. **Objects and Materials.** Supplier (i) shall mark the objects and materials that it uses on Oleon's premises and which remain the property of Supplier and (ii) shall subscribe to and maintain adequate insurance for such objects and materials, with a waiver of recourse with respect to Oleon and its Affiliates.
- 20.4. **Subcontractors.** Supplier shall use commercially reasonable best efforts to ensure that its subcontractor(s) (at any level) maintain the same insurance coverages required of Supplier pursuant to this Article 20.

## 21. Review of Supplier's Documents

- 21.1. Oleon shall have the right, during Business Hours, to view, and to make copies or duplicate for its own purposes, all documents of Supplier connected with the delivery of the Goods or provision of the Services. This right shall survive for three (3) years, with such survival period commencing on the date of acceptance of the Goods or completion of the Services, as applicable. To the extent such documents contain confidential information about Supplier, Oleon's rights pursuant to this Section 21.1 shall be subject to the same confidentiality protections described in Article 16.

## 22. Miscellaneous

- 22.1. **Entire Agreement.** The Agreement (i) constitutes the entire agreement between the Parties concerning the subject matter hereof and (ii) shall prevail over any other terms and shall cancel and supersede all previous communications, representations, or undertakings, whether written or oral, between the Parties in connection with the subject matter hereof. For the avoidance of doubt, the Parties expressly agree that any general terms and conditions of sale, or similar documents, of Supplier do not apply to the Agreement. The Parties agree that:



- a) If the **Parties** have entered into a **PFA**, then, subject to the provisions of Section 2.1, the **Agreement** supersedes any other terms which may be contained within a **Purchase Order** or any other document, including, without limitation, quotes, estimates, or invoices.
- b) If the **Parties** have not entered into a **PFA**, the **Agreement** supersedes any other terms which may be contained within an invoice or any other document, including, without limitation, quotes and estimates.
- 22.2. Non-Exclusivity.** Unless otherwise agreed upon by the **Parties**, the **Agreement** shall not preclude or limit in any way (i) the right of **Supplier** to provide services of any kind whatsoever to any **Person** as it deems appropriate, *provided that* such services are compatible with the performance of the **Agreement**; or (ii) the right of **Oleon**, as it deems necessary and in its sole discretion, to engage other suppliers to deliver equal or similar goods or services as the **Goods** or **Services** to be provided by **Supplier**.
- 22.3. Publicity; Use of Name.** **Supplier** agrees to submit to **Oleon** all proposed promotional material relating to the subject matter of the **Agreement** in which **Oleon's** name is mentioned or language is used from which a connection to **Oleon** can be inferred. **Supplier** agrees not to publish or use such advertising or publicity material without the prior written approval of **Oleon**.
- 22.4. Assignment.** Neither **Party** may assign the **Agreement** or its rights or obligations hereunder without the prior written consent of the other **Party**, which consent shall not be unreasonably withheld or delayed.
- 22.5. Successors and Assigns.** The **Agreement** shall be legally binding upon and inure to the benefit of the **Parties** and their respective successors and assigns.
- 22.6. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under the **Agreement** shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) as of the date of actual receipt if delivered personally or if sent by regular mail, facsimile transmission, electronic mail, or by courier service, or (ii) two (2) **Business Days** after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified United States mail, postage and charges prepaid, return receipt requested. Such communications must be sent to the respective **Parties** at the addresses specified in the **Agreement**, or at such other address for a **Party** as shall be specified in a notice given in accordance with this Section 22.6.
- 22.7. No Waiver.** Any failure or delay by a **Party** in exercising any right under the **Agreement**, the exercise or partial exercise by a **Party** of any right under the **Agreement**, or any reaction or absence of reaction by a **Party** in the event of breach of one or more provisions of the **Agreement**, will not be construed as a waiver of its rights under the **Agreement** or under said provision(s) or preclude the further exercise of such rights. The waiver of any breach or violation of any term or condition of the **Agreement** shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. If one **Party** expressly waives a right in writing following a specific failure by the other **Party**, such waiver cannot be invoked by the other **Party** in favor of a new failure, similar to the previous one, or any other failure. No waiver of any right or remedy under the **Agreement** shall be effective unless made in writing and executed by the **Party** so to be charged.
- 22.8. Rights and Remedies Cumulative.** Unless otherwise provided in the **Agreement**, (i) the rights and remedies provided by the **Agreement** are cumulative, and the use of any one right or remedy by any **Party** shall not preclude or waive the right to use any or all other remedies, and (ii) such rights and remedies are given in addition to any other rights the **Parties** may have by **Law**, statute, ordinance, or otherwise.
- 22.9. Partial Invalidity and Severability.** All rights and restrictions contained in the **Agreement** (i) may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and (ii) are intended to be limited to the extent necessary to render the **Agreement** legal, valid, and enforceable. If any term of the **Agreement** (or clause, word, or other part thereof) shall be held to be illegal, invalid, or unenforceable by a forum of competent jurisdiction, it is the intention of the **Parties** that the remaining terms hereof, and remaining part(s) thereof, shall constitute their agreement with respect to the subject matter hereof and all such remaining terms, and part(s) thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid, or unenforceable provision of the **Agreement** shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid, or unenforceable provision.
- 22.10. Survival.** Any provision of these **GTCs** that contemplate or govern performance or observance subsequent to termination or expiration of the **Agreement** will survive the expiration or termination of the **Agreement** for any reason, including, without limitation, the following provisions: (i) the provisions of Article 1, which shall survive the termination or expiration of the **Agreement**; (ii) the provisions of Article 2, which shall survive the termination or expiration of the **Agreement**; (iii) the provisions of Article 16, which shall survive the termination or expiration of the **Agreement** for the period specified therein; (iv) the provisions of Article 17, which shall survive the termination or expiration of the **Agreement**; (v) the provisions of Article 21, which shall survive the termination or expiration of the **Agreement** for the period specified therein; (vi) the provisions of this Article 22, which shall survive the termination or expiration of the **Agreement**; (vii) the provisions of Article 23, which shall survive the termination or expiration of the **Agreement**; (viii) the provisions of Article 29, which shall survive the termination or expiration of the **Agreement**; (ix) the provisions of Article 30, which shall survive the termination or expiration of the **Agreement**; (x) the provisions of Article 31, which shall survive the termination or expiration of the **Agreement**; (xi) the provisions of Article 32, which shall survive the termination or expiration of the **Agreement** for the period specified therein; and (xii) the provisions of Article 34, which shall survive the termination or expiration of the **Agreement**. Notwithstanding the previous sentence, (a) the representations, warranties, and covenants of **Supplier** contained herein shall survive the execution and delivery of the **Agreement** until the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof), and (b) the indemnification provisions contained herein shall survive the termination or expiration of the **Agreement**.
- 22.11. Headings.** The headings of particular provisions of the **GTCs** are inserted for convenience only and shall not be construed as a part of the **GTCs** or serve as a limitation or expansion on the scope of any term or provision of the **GTCs**.
- 22.12. Interpretation.** The terms of these **GTCs** shall be construed in accordance with the meaning of the language used and shall not be construed for or against either **Party** by reason of the authorship of these **GTCs** or any other rule of construction which might otherwise apply. The words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; the word "or" is disjunctive but not exclusive (i.e., "or" shall mean "and/or"), unless the context dictates otherwise; the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the **GTCs**; and, except as otherwise indicated, all references in these **GTCs** to the words "Article" and "Section" refer to Articles and Sections of the **GTCs**. The terms "Dollars," "USD," or "\$" mean United States dollars. Translations into any language other than English are for convenience purposes only.
- 22.13. Warranty of Understanding; No Duress.** The **Parties** acknowledge that each of them has fully read the **Agreement**, including, without limitation, these **GTCs**, and each **Party** warrants that it understands all the terms and conditions set forth herein. The **Parties** stipulate that they are entering into the **Agreement** freely and voluntarily by their own choice, without duress, and without promise or benefit other than as set forth herein.
- 22.14. Time of the Essence.** The **Parties** acknowledge and agree that time is of the essence with respect to **Supplier's** performance hereunder.
- 22.15. Arbitration.** Any dispute, controversy, or claim arising out of, involving, or in connection with the **Agreement** or any breach or alleged breach hereof shall, upon the request of a **Party**, be submitted to, and settled by, arbitration in the County of Montgomery, State of Texas, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the **Parties**). Any award rendered shall be final and conclusive upon the **Parties** and a judgment thereon may be entered in the highest court of the forum, state of federal, having jurisdiction. The expenses of the arbitration shall be born equally by the **Parties**, *provided that* each **Party** shall pay for and bear the cost of its own experts, evidence, and attorneys' fees, except that in the discretion of the arbitrator, any award may include attorneys' fees and costs if the arbitrator expressly determines that the **Party** against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic.



**22.16. WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING, OR IN CONNECTION WITH THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES (A) THAT THE OTHER PARTY HAS NOT REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVER OF JURY TRIAL; (B) THAT IT HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER OF JURY TRIAL; (C) THAT IT HAS MADE THE FOREGOING WAIVER OF JURY TRIAL KNOWINGLY AND VOLUNTARILY; AND (D) THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 22.16.

**22.17. Attorneys' Fees.** If any legal proceeding is brought for the enforcement of the Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provision of the Agreement or other dispute concerning the Agreement, then, except as provided in Section 22.15, the successful or Prevailing Party shall be entitled to recover reasonable attorneys' fees incurred in connection with such legal proceeding. The term "Prevailing Party" shall mean the Party that is entitled to recover its costs in the proceeding under applicable Law, or the Party designated as such by the court.

**22.18. Confirmation.** Supplier acknowledges that it has expressly, and with full understanding of the implications thereof, agreed to all of the provisions contained in these GTCs. Supplier expressly confirms that such provisions are fair and reasonable.

## 23. Dispute Resolution and Governing Law

**23.1. Remediation.** In the event that a Party breaches any term of the Agreement and such breach is capable of cure, the other Party must offer the breaching Party with the opportunity to cure the breach by providing the breaching Party with a written notice (i) specifying the breach and (ii) demanding that the breaching Party remedy the breach within at least ten (10) Business Days from the date of notice (such period, the "Cure Period"). Notwithstanding the previous sentence, if the minimum duration of the Cure Period would render ineffectual the remedy of the breach, the other Party may provide the breaching Party with notice of a shorter cure period; provided, however, that such shorter cure period must be commercially reasonable in the context of the remedy demanded.

**23.2. Governing Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Texas in all respects, notwithstanding any choice of law or conflicts of law principle to the contrary.

**23.3. Submission to Jurisdiction.** Subject to the provisions of Section 22.15, any dispute, controversy, or Claim arising under, in connection with, or relating to the Agreement, in the absence of an amicable resolution, shall be commenced and maintained exclusively before any appropriate state or federal court of record in the State of Texas.

## B. Services

**In addition to the provisions of Part A, the provisions of this Part B apply to all Services to be provided by Supplier pursuant to the Agreement.**

## 24. Price and Pricing

**24.1. Time and Materials Pricing Arrangements.** If, in the terms of the Agreement, the Parties have agreed to a time and materials pricing arrangement, then, for the avoidance of doubt, the prices for time and materials specified in the Agreement shall apply to Services performed by Supplier and accepted by Oleon pursuant to Article 28.

**24.2. Progress Statements and Corresponding Invoices.** If, in the terms of the Agreement, the Parties have agreed that Oleon shall pay a portion of the Price to Supplier (i) upon completion of certain milestones or other performance metrics with respect to Supplier's performance of the Services (such milestones or other performance metrics, the "Performance Metrics") and (ii) upon Oleon's approval of progress statements corresponding to the completion of such

Performance Metrics, Supplier shall prepare a progress statement upon completion of each Performance Metric and submit such progress statement to Oleon, together with any and all supporting documents required by the terms of the Agreement. Oleon shall review each progress statement within ten (10) Business Days of receipt. Supplier shall not submit invoices to Oleon, and Oleon shall have no obligation to pay the amount of any such invoices to Supplier, until such time as Oleon has approved the progress statement corresponding to such invoices.

## 25. Approvals and Licenses

**25.1. Approvals and Licenses.** Supplier shall maintain any and all approvals and licenses required by applicable Law for the performance of the Agreement. Supplier shall submit a copy of such approvals and licenses to Oleon upon request. Supplier shall immediately inform Oleon of any material changes to such approvals or licenses. In the event that a required approval or license of Supplier lapses, expires, terminates, or otherwise ceases to be in effect, Oleon reserves the right to terminate the Agreement, effective upon written notice to Supplier and with no liability to make any further payments to Supplier (other than in respect of any amounts accrued before the date that notice of termination is provided pursuant to this Section 25.1), and recover from Supplier any additional costs and expenses that Oleon incurs as a result of the cessation of such approval or license. For the avoidance of doubt, the rights of Oleon described in this Section 25.1 shall be without prejudice to Oleon's right to recover any additional damages reasonably incurred by Oleon in connection with the Agreement or pursuant to applicable Law.

## 26. Staff

**26.1. Requirements.** Supplier represents and warrants that each member of the Staff has (i) the expertise, qualifications, and abilities, and (ii) the applicable permits, certifications, and licenses, if any, to perform the obligations of Supplier in connection with the Agreement. Supplier shall, and shall cause its staff to, follow all applicable Laws and safety policies in connection with the performance of the Services at the Site. In the event that the Staff or the staff of a subcontractor of Supplier do not satisfy the provisions of this Section 26.1, Oleon shall be entitled to (a) refuse or withdraw access to its premises without any cost or liability to Oleon, provided that Oleon must inform Supplier of any such refusal or withdrawal within a reasonable period of time, or (b) terminate the Agreement, effective upon written notice to Supplier and with no liability to make any further payments to Supplier (other than in respect of any amounts accrued before the date that notice of termination is provided pursuant to this Section 26.1), and recover from Supplier any additional costs and expenses that Oleon incurs as a result of such noncompliance with this Section 26.1. For the avoidance of doubt, the rights of Oleon described in this Section 26.1 shall be without prejudice to Oleon's right to recover any additional damages reasonably incurred by Oleon in connection with the Agreement or pursuant to applicable Law.

**26.2. No Employment Relationship.** For the avoidance of doubt, nothing in the Agreement shall be construed as establishing an employment or agency relationship between Oleon, on the one hand, and the Staff or the staff of a subcontractor of Supplier, on the other hand.

## 27. Supplier's Performance of the Services

**27.1. Health, Safety, and Environment.** Supplier acknowledges and agrees to cause its Staff to adhere to the general terms and conditions of the Supplier Code of Conduct. Supplier represents and warrants that it will comply with the HSE Contractor Requirements, including, without limitation, the requirements regarding the health or safety of the Staff in connection with the performance of the Services at the Site. In the event that Oleon requires any internal permits for the performance of the Services, Supplier must maintain such permits. In the event that Supplier violates the provisions of this Section 27.1, Oleon shall be entitled to terminate the Agreement, effective upon written notice to Supplier and with no liability to make any further payments to Supplier (other than in respect of any amounts accrued before the date that notice of termination is provided pursuant to this Section 27.1), and recover from Supplier any additional costs and expenses that Oleon incurs as a result of such noncompliance with this Section 27.1. For the avoidance of doubt, the rights of Oleon described in this Section 27.1 shall be without prejudice to Oleon's right to recover any additional

damages reasonably incurred by Oleon in connection with the Agreement or pursuant to applicable Law.

- 27.2. **Site Inspections.** Oleon shall have the right, but not the obligation, to inspect Supplier's performance of the Services at the Site at any time, with or without notice. The Parties acknowledge and agree that the rights enumerated in this Section 27.2 may be exercised, or not exercised, solely in the discretion of Oleon. Oleon's failure to exercise any of the rights enumerated in this Section 27.2 (i) shall not constitute a waiver of any other rights of Oleon arising out of, involving, or in connection with the Agreement and (ii) shall not constitute a waiver of Oleon's right to pursue any legal or equitable remedies which it may have against Supplier arising out of, involving, or in connection with the Agreement.
- 27.3. **Service Location.** Supplier shall perform the services at the particular location(s) within the Site designed by Oleon. Supplier's performance of the Services may not obstruct Oleon's activities at the Site. Supplier agrees to use commercially reasonable best efforts to prevent accidents and damage caused by external factors, such as weather conditions, theft, vandalism, or fire.
- 27.4. **Coordination and Cooperation.** In the event that Supplier performs the Services simultaneously with other suppliers of Oleon, Supplier shall use commercially reasonable best efforts to coordinate the performance of the Services with any such suppliers, and Supplier agrees to timely provide any necessary notifications or timely make any necessary arrangements for such purposes. In performing the Services, Supplier shall use commercially reasonable best efforts not to impede or otherwise delay the services provided by other suppliers of Oleon.

## 28. Acceptance; Oleon's Rights Upon Improper Delivery; Cure and Replacement

- 28.1. Acceptance of any item or work provided to Oleon in connection with Supplier's performance of the Services (any such item, a "Product") shall occur when Oleon, after a reasonable opportunity to inspect each Product, expressly confirms to Supplier in writing that the Product is conforming or that Oleon will take or retain the Product in spite of its non-conformity. For the avoidance of doubt: (i) Oleon's completion of any inspection, use of any Products, or payment of any invoice shall not constitute acceptance of any Product and (ii) Oleon's acceptance of any non-conforming Products shall be without prejudice to Oleon's rights and remedies in connection with such Products under the Agreement or applicable Law.
- 28.2. Without prejudice to any other rights of Oleon under, involving, or in connection with the Agreement or applicable Law, if a Product or the tender of delivery of such Product fails in any respect to conform to the Agreement, Oleon shall have the rights provided in Section 2-601 of the UCC. Supplier may (i) cure any improper tender or delivery pursuant to Section 2-508(1) of the UCC or (ii) substitute a conforming tender pursuant to Section 2-508(2) of the UCC.

## 29. Liability

- 29.1. Supplier shall be liable for the maintenance, use, and safekeeping of any materials, tools, workshops, or similar items or locations of Oleon while such items or locations are in Supplier's care. Supplier must return all such items or locations to Oleon in the same condition as it received them.

## 30. Documents

- 30.1. All Oleon Documentation is and will remain the sole property of Oleon. Nothing contained in the Agreement shall be construed as granting to or conferring on Supplier any license, copyright, implied rights, or similar rights to any Oleon Documentation. Supplier must promptly return all Oleon Documentation to Oleon upon its request at any time.
- 30.2. For the avoidance of doubt: (i) in the event that, pursuant to the terms of the Agreement, Supplier must deliver any plans, calculations, or other documents to Oleon in connection with Supplier's performance of the Services, Supplier shall deliver such plans, calculations, or other documents to Oleon in a timely fashion, and (ii) unless otherwise agreed upon by the Parties, the terms of such plans, calculations, or other documents shall not form a part of the Agreement and shall not be incorporated therein.
- 30.3. For the avoidance of doubt, any period of review undertaken by Oleon in connection with the documents described in Section 30.2 shall have no effect on Supplier's performance obligations pursuant to the Agreement, including, without limitation, Supplier's

obligation to perform the Services.

## 31. Intellectual Property Rights

- 31.1. Supplier shall transfer and assign to Oleon all Intellectual Property Rights arising out of Supplier's performance of the Agreement, including, without limitation, Intellectual Property Rights in all types of records, reports, texts, documents, spreadsheets, dashboards, presentations, papers, drawings, designs, photos, graphics, logos, typographical arrangements, business processes, inventions, worked out ideas, discoveries, developments, improvements or innovations, calculations, and all materials embodying the foregoing in any form, including paper form and digital form, to the fullest extent permitted by applicable Law. To the extent that such Intellectual Property Rights are not transferable, Supplier shall grant to Oleon a free, worldwide, exclusive, transferable license, with the right to grant sublicenses, to use the Intellectual Property Rights as if Oleon were the owner of the Intellectual Property Rights. Supplier (i) agrees to provide all assistance reasonably requested by Oleon in the establishment, preservation, and enforcement of Oleon's rights hereunder, and (ii) agrees to take such actions and make, sign, execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to Oleon all rights granted herein.
- 31.2. **SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OLEON, ITS AFFILIATES, AND THE APPOINTEES OF OLEON AND ITS AFFILIATES AGAINST AND FROM ANY AND ALL DAMAGES SUFFERED, SUSTAINED, OR INCURRED BY OLEON WITH RESPECT TO ANY CLAIMS OF A MEMBER OF THE STAFF ALLGEGING THAT OLEON'S EXPLOITATION OR USE OF THE SERVICES INFRINGES ANY OF SUCH STAFF MEMBER'S LEGAL OR MORAL RIGHTS.**

## 32. Warranties.

- 32.1. **Warranties of Supplier.** Supplier represents and warrants that: (i) each Product meets all requirements specified in the Agreement, including, without limitation, any technical specifications and performance requirements; (ii) each Product is free from defects, including, without limitation, defects resulting from faulty design, materials, or workmanship; and (iii) each Product is fit and safe for the intended purpose and use, which is known to Supplier.
- 32.2. **Warranty Claims by Oleon.** Oleon shall notify Supplier of any known defect(s) in a Product. Upon the provision of such notice to Supplier, Supplier shall, at the discretion of Oleon and without delay, repair, replace, or refund the value of the defective Product at Supplier's cost. Repairs shall be carried out at the place where the Product is located unless Supplier deems it more appropriate that the Product is sent to Supplier or a destination specified by Supplier at Supplier's cost. For the avoidance of doubt, the provisions of this Section 32.2 shall be without prejudice to any other rights of Oleon under, involving, or in connection with the Agreement or applicable Law.
- 32.3. **Warranty Period.** The warranty period for the warranties described in this Article 32 shall be twenty-four (24) months from the date of acceptance pursuant to Article 28.
- 32.4. **Repairs or Replacement by Oleon.** If (i) in its commercially reasonable judgment and discretion, Oleon determines that urgent circumstances exist, or if (ii) Supplier fails to remedy any defect in a Product within a commercially reasonable period of time, Oleon or a third party appointed by Oleon shall be entitled (a) to repair or replace such defect at Supplier's cost or (b) if the defect is not capable of repair by Oleon through commercially reasonable efforts, to terminate the Agreement and withhold payment of any outstanding invoice entirely or in part. Any such repair by Oleon in accordance with this Section 32.4 shall not release Supplier from any obligations under its warranties, provided that such repair has been performed in material accordance with the instructions of Supplier or otherwise with commercially adequate skill and expertise.

## 33. Insurance

- 33.1. **Minimum Insurance.** Supplier represents and warrants that it has subscribed to, and shall for the duration of the Agreement maintain, at its own expense, any and all insurance coverage required pursuant to applicable Law; provided, however, that Supplier shall, at a minimum, subscribe to the following insurance policies with the following minimum limits:
- General Liability: \$1 million per occurrence and \$2 million in the aggregate, including products liability
  - Professional Liability: \$5 million

- Automobile: \$1 million
- Workers Compensation: statutory coverage for employee injuries and \$1 million for employer's liability
- Excess or Umbrella: \$10 million; excess or umbrella must include general liability, automobile, and worker's compensation

In addition to the foregoing, **Supplier's** general liability, automobile, and excess or umbrella policies shall (i) list **Oleon** as additional insured (must include both ongoing and completed operations) and (ii) be primary and non-contributory. All insurance policies described in this Section 33.1 shall include a waiver of subrogation endorsement in favor of **Oleon**. For the avoidance of doubt, the minimum insurance requirements provided in this Section 33.1 shall be in addition to the minimum insurance requirements provided in Section 20.1.

33.2. **Insurance Certificates.** **Supplier** shall provide to **Oleon**, on or before the **Effective Date**, all insurance certificates issued to **Supplier** for the insurance policies described in this Article 33. **Supplier** must provide current insurance certificates to **Oleon** on an annual basis;

*provided, however, that **Oleon** shall have the right to request copies of current insurance certificates and proof of premium payment at any time. Such insurance certificates shall contain, at a minimum, the names of the insurers and the insured parties, the type(s) of insurance, the coverage limits, and the effective date and expiration date for the policy.*

## 34. Bank Guarantee(s)

34.1. If, in the terms of the **Agreement**, the **Parties** have agreed that **Supplier** shall supply a bank guarantee (or bank guarantees) to **Oleon** as security for the performance of any of its obligations in connection with the **Agreement**, the term of any such bank guarantee shall (i) commence no later than the **Effective Date** and (ii) expire, terminate, or otherwise cease upon or after **Oleon's** acceptance (pursuant to Article 28) of all **Products** covered by the bank guarantee. Any such bank guarantee shall be (a) in a form satisfactory to **Oleon** and (b) issued by a bank acceptable to **Oleon**.