

7. Transfer of risk and title

- 7.1 Risk of damage to or loss of the Products shall pass to Array/Willson&Brown upon delivery to Array/Willson&Brown in accordance with the Agreement.
- 7.2 Ownership of the Products shall pass to Array/Willson&Brown upon delivery, unless payment for the Products is made prior to delivery, when it shall pass to Array/Willson&Brown upon payment.

8. Warranties and liability

- 8.1 Supplier warrants to Array/Willson&Brown that the Products:
- (a) will be of satisfactory quality and suitable for any purpose specified by Array/Willson&Brown or communicated to the Supplier in writing at the time of the Order;
 - (b) will be free from defects in design, materials and workmanship;
 - (c) conform to any applicable Specifications, drawings or other descriptive samples; and
 - (d) will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 The Supplier warrants to Array/Willson&Brown that the Services shall be performed by suitably qualified and trained personnel, with reasonable care and diligence and to such high standard of quality as Array/Willson&Brown may reasonably expect in all circumstances arising.
- 8.3 The Supplier further warrants that
- (a) all representations and statements made or communicated by it or on its behalf at any time prior to the Agreement, whether orally or in writing, are true in all possible respects and the Supplier acknowledges that Array/Willson&Brown relied on the Supplier for their accuracy and that such representations were the basis for Array/Willson&Brown to enter into the Agreement or submit the PO;
 - (b) has taken and will in the future take all reasonable steps (including but not limited to examinations, tests and inspections) to ensure that all Products supplied are safe and without risk to the health, employees, agents, subcontractors, customers and any other person who uses, acquires or otherwise comes into contact with the Products.
 - (c) Supplier shall indemnify Array/Willson&Brown against all liabilities, losses, damages, costs, fines and expenses (including legal costs) awarded against Array/Willson&Brown or incurred or paid by Array/Willson&Brown as a result of or in connection with:
 - (i) breach of any warranty given by the Supplier in relation to the Goods or Services;
 - (ii) any claim that the Products (or their import, use or resale) infringe any patent, copyright, utility model, trademark or other intellectual property right of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Array/Willson&Brown ;
 - (iii) liability under consumer protection legislation (applicable to each region in which the Array/Willson&Brown Group has a branch)

- (iv) any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Products; and
- (v) any acts or omissions of Supplier's personnel in connection with the provision of the Services.

8.4 Array/Willson&Brown shall have the right to check the quantity of the delivered Products within 30 working days of receipt of the Products. In the event of quantity shortages confirmed by the Supplier, Array/Willson&Brown shall set the Supplier an appropriate deadline to complete the missing pieces. The deadline for supplementing the missing pieces may not be longer than 7 working days . The Supplier shall use its best endeavours to deliver the goods to the Purchaser as soon as possible. Should the aforementioned deadline expire without effect, the Ordering Party shall be entitled to charge the Supplier with a contractual penalty in the amount of 1% of the value of the unfulfilled Order (maximum up to 20 %) for each day of delay or to withdraw from the agreement in the event that the Supplier fails to supplement the missing pieces within the time limit additionally set by Array/Willson&Brown ,

8.5 Array/Willson&Brown shall carry out a quality check of the Products made by the Supplier within 30 working days of receipt of the Products. If quality defects are found in the Products, the Ordering Party shall immediately notify the Supplier, no later than within the aforementioned time limit, that the Products do not meet the requirements specified in this Agreement or in the Order submitted, and request the Supplier to replace or repair the defective Products within 7 working days from the date of notification, provided that the Supplier accepts the reported quality defects. If the aforementioned deadline expires without effect, the Ordering Party shall be entitled to charge the Supplier a contractual penalty in the amount of 1% of the value of the unfulfilled Order (maximum up to 20 %) for each day of delay or to withdraw from the contract in the event that the Supplier fails to replace or repair the defective Products within the period additionally set by Array/Willson&Brown . The penalties set out in clauses 8.4 and 8.5 above will accrue one (1) week after the date on which they could have accrued.

9. Termination of the Agreement or PO

9.1 Either Party may terminate or rescind the PO or Agreement in writing in the following cases:

- (a) if the other Party commits a material breach of its obligations and fails to cure that breach (if such cure is possible) within seven (7) days of written notice of the breach;
- (b) in the event of the opening of insolvency proceedings against the other Party.
- (c) Array/Willson&Brown right to withdraw from the Agreement or PO may be exercised until the acceptance procedure is completed.

9.2 In the event of the Supplier's delay in the performance of the Deliverables (whether in whole or in part), Array/Willson&Brown shall be entitled to withdraw from the Agreement or PO, in whole or in part, if, despite Array/Willson&Brown granting the Supplier an additional period of time, the Supplier fails to perform. In the event of withdrawal from the PO or the Agreement in the unperformed part, Array/Willson&Brown shall be obliged to pay to the Supplier only the remuneration for the services duly and timely performed by the Supplier in accordance with the provisions of the Agreement or the PO, up to the date of withdrawal from the Agreement or the PO.

9.3 Array/Willson&Brown shall be entitled to terminate the Agreement or PO by giving 14 days' notice at any time, without giving any reason. Array/Willson&Brown will indicate what actions the Supplier should take within the notice period in order to duly perform.

9.4 In the event of termination of the Agreement or PO pursuant to the foregoing paragraph, Array/Willson&Brown shall be obligated to pay Supplier for services accepted or Products received by Array/Willson&Brown, as provided in the PO and Agreement, through the date of termination of the PO or Agreement.

9.5 Any further liability of Array/Willson&Brown, in the event of termination of the Agreement or PO, or withdrawal therefrom pursuant to the provisions of this Section or the Agreemental provisions is excluded.

10. Restrictions on competitors

10.1 In the event that the Supplier is directly approached by a Reserved Customer and/or Potential Customer in connection with the Supplier's provision of services or goods to the Reserved Customer and/or Potential Customer, the Supplier shall promptly notify Array/Willson&Brown in writing of any such enquiry, such notification to include details of the nature of the enquiry and the identity of the Reserved Customer/Potential Customer.

10.2 In the event that the Supplier is approached by a Competitor in connection with the Supplier's provision of competing goods and/or services to that Competitor, the Supplier shall promptly notify Array/Willson&Brown of such event in writing, giving details of the nature of the enquiry and the identity of the Competitor.

10.3 In the event that a conflict of interest/potential conflict of interest arises with respect to Supplier and its relationship with Array/Willson&Brown during the term of this Agreement, Supplier shall provide Array/Willson&Brown with written information regarding the conflict of interest/potential conflict of interest to enable Array/Willson&Brown to assess the risk (if any) that the conflict of interest/potential conflict of interest poses to Array/Willson&Brown business.

10.4 Supplier and Array/Willson&Brown consider the restrictions in clause 10.2 to be fair and reasonable in their relationship with each other. However, if any of them is found by a court or other competent authority to be legally impermissible or ineffective, but would be enforceable if removed in part or limited in application, then those restrictions will apply with such modifications, alterations or deletions as may be necessary to make the entire provision reasonable and legally effective.

11. Ownership of tooling and tools

11.1 All materials, equipment, instrumentation, documents and other Array/Willson&Brown property in connection with the performance of the Agreement (hereinafter referred to as "**Equipment**"), whether supplied by Array/Willson&Brown or manufactured by Supplier, which are used in connection with the Agreement shall remain the exclusive property of Array/Willson&Brown. For the avoidance of doubt, such Equipment is for the exclusive use of Array/Willson&Brown and Supplier shall not use or allow access to such Equipment to itself or any other person (including, without limitation, any other company in Array/Willson&Brown group of companies) unless Supplier has obtained Array/Willson&Brown prior written consent to do so.

11.2 The provisions of clause 11.1 shall apply in particular in the following circumstances:

- (a) where the Equipment is manufactured by or with the assistance of Supplier and Supplier has charged Array/Willson&Brown only a percentage of the cost of such Equipment; and/or
- (b) where delivery requires the use of non-standard tooling and the Supplier has amortised the cost of such Equipment and its manufacture in the unit price and/or

- (c) where Array/Willson&Brown has purchased the Equipment from Supplier (so that it is owned by Array/Willson&Brown) and Array/Willson&Brown supplies the Equipment or a component thereof to Supplier free of charge in order to perform its contractual obligations.

11.3 Title to the Equipment (including its component parts and the results of its work) shall remain the exclusive property of Array/Willson&Brown .

11.4 Upon completion of the Agreement or:

- (a) upon termination of the Agreement for any reason; or
- (b) upon request at any time by Array/Willson&Brown ; or
- (c) in the event of the Supplier being placed under receivership, placed in liquidation or under threat of other insolvency proceedings being initiated against the Supplier, whichever occurs first,

all of the Equipment shall be promptly returned to Array/Willson&Brown (and in any event within 5 business days of Array/Willson&Brown request), and in the event that the Supplier fails to return the Equipment within the time period so specified, Array/Willson&Brown shall be entitled to enter the Supplier's premises (or other place where the Supplier stores the Equipment) to recover all of the Equipment in the Supplier's possession.

11.5 Notwithstanding the provisions of this Section 11.5, Supplier shall:

- (a) store the Equipment at its premises in a secure location at its own risk;
- (b) affix and maintain on each item of Equipment, in a conspicuous place, a legible identification plate indicating that each item of Equipment belongs to Array/Willson&Brown , and will not permit any person to conceal, obscure, alter or remove such identification plate; and
- (c) keep the Equipment in good condition until it is returned Array/Willson&Brown
- (d) refrain from disposing of or using (or permitting the disposal or use of) the Equipment other than for the performance of the Agreement or otherwise in accordance with Array/Willson&Brown written instructions or authorisations. Supplier shall fully indemnify Array/Willson&Brown for any loss suffered by Array/Willson&Brown as a result of any breach of this clause 11.

11.6 Detailed provisions for the storage of tools entrusted by Array/Willson&Brown will be specified upon a framework agreement between the Supplier and Array/Willson&Brown .

12. Copyright

12.1 As of the date of creation of the Work, the Supplier transfers to Array/Willson&Brown all property copyrights in such Work.

12.2 The transfer of rights referred to in the preceding sentence shall cover all fields of exploitation, including in particular in relation to Works:

- (a) non-software:
 - (i) within the scope of recording and multiplication of the work - production of copies of the work using a specified technique, including printing, reprography, magnetic

recording and digital technique; within the scope of trading the original or copies on which the work has been recorded - marketing, lending or leasing of the original or copies;

- (ii) within the scope of dissemination of the work in a manner other than specified above - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work available to the public in such a manner that everyone could have access to it in a place and at a time selected by themselves;
- (iii) make and use the works, including any modifications, alterations and improvements, and consent to the performance of such activities by other persons,

(b) in relation to Works constituting computer software:

- (i) permanently or temporarily reproduce the software in whole or in part by any means and in any form, and, in so far as such acts involve reproducing the software, to introduce, display, use, communicate and store the software and to authorize others to do so; to translate, adapt, rearrange or otherwise modify the software and to use the software so modified, and to authorise others to perform such acts; to distribute, including by licensing, lending or leasing the software or copies thereof; to upload the software to the Internet.

12.3 If new fields of exploitation are created in the future, referring to the works, the Supplier undertakes to transfer the author's economic rights also in these fields of exploitation, for a remuneration agreed between the Parties, whereas the rights to use the work in this field of exploitation shall be transferred to Array/Willson&Brown as of the date of payment of the remuneration.

12.4 The scope of transfer of rights also includes the right to authorize the use of derivative copyrights.

12.5 The transfer of rights referred to in the preceding paragraphs shall be made without restriction.

12.6 The rights assigned under this Agreement may be exercised by Array/Willson&Brown independently and to the extent in Array/Willson&Brown sole discretion.

12.7 The Supplier permits Array/Willson&Brown to use the technical, organizational and other knowledge contained in the transferred Works or otherwise transferred by the Supplier in the performance of the subject matter of the Agreement.

12.8 The Supplier declares that exercising the rights acquired by Array/Willson&Brown pursuant to the provisions of the preceding paragraphs is not and will not be limited in any way by personal or property rights of third parties, including copyrights or industrial property rights.

12.9 The provisions of this paragraph shall apply mutatis mutandis to the Supplier's modified Deliverables if the Supplier's performance of its warranty obligations results in modification of the Deliverables.

13. Claims by third parties

13.1 The Supplier represents and warrants that the Deliverables will not infringe in any respect the intellectual property rights of third parties. The Supplier shall be fully liable in the event that the intellectual property rights of third parties are infringed by the Deliverables, and shall in particular provide Array/Willson&Brown with protection against the events listed below and indemnify Array/Willson&Brown in respect of claims raised against Array/Willson&Brown . In addition, Array/Willson&Brown may claim compensation for damages from the Supplier.

- 13.2 If a third party makes any claim against Array/Willson&Brown, Array/Willson&Brown shall inform the Supplier in writing. In the event of litigation, Array/Willson&Brown will provide the Supplier with information about the dispute.
- 13.3 The Supplier will control the defence of its rights and may decide to settle the dispute out of court with a third party. The above actions must always comply with the duty of confidentiality, according to which it is prohibited to disclose the subject matter and content of any agreement or settlement to third parties who are not parties to the settlement. Array/Willson&Brown shall provide the Supplier with the necessary assistance in connection with the claim, at the Supplier's expense. The Supplier shall provide Array/Willson&Brown with all information relating to the claim and shall coordinate litigation or out-of-court actions taken and planned.
- 13.4 The Supplier shall, at its own expense, (1) use its best efforts to enable Array/Willson&Brown to use any Deliverables that infringe the rights of third parties; or (2) use its best efforts to replace or modify such Deliverables so that they do not infringe the rights of third parties, so long as the replacement or modification does not impair the terms of use; or (3) if Supplier is unable to perform the foregoing, then such Deliverables will be removed or no longer used, of which Supplier will provide Array/Willson&Brown with reasonable advance written notice to allow for the migration or discontinuance of the relevant Deliverable and refund payments made by Array/Willson&Brown for such services.

14. Confidentiality

- 14.1 All information relating to the cooperation between the Parties, in particular data concerning the negotiation process, communications between the Parties, details of agreements concluded, the number of orders placed, the scope of orders placed, etc., shall constitute a trade secret.
- 14.2 Each Party shall be obliged to keep confidential any information, documents and materials of a confidential nature which it may obtain from the other Party in connection with the performance of the Agreement, except for situations required by law or resulting from the necessity to provide such information in the course of legal proceedings or in connection with a decision of relevant authorities.
- 14.3 The obligation of confidentiality shall not apply in particular to the following information:
- (a) which were known to the receiving Party prior to disclosure by the disclosing Party and for which there is written evidence,
 - (b) that have been approved as information to be disclosed pursuant to the written authorization of the Party to whom the information relates,
 - (c) which must be disclosed on the basis of a mandatory legal principle.
- 14.4 The receiving Party to whom the Confidential Information is disclosed shall be fully liable for all damages resulting to the disclosing Party from the unauthorized disclosure of such information or disclosure by any person to whom the receiving Party has disclosed the Confidential Information, in accordance with the provisions of this Agreement.

15. Data protection

- 15.1 The Parties acknowledge that the personal data processing in connection with the performance of this Agreement is subject to Regulation (EU) 2016/679 of the European Parliament and of the Council on

the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ('GDPR') and other appropriate data protection legislation which require to comply.

- 15.2 In the event of the mutual share by the Parties of personal data of their representatives, employees or other persons within the framework of cooperation between the Parties under this Agreement, the receiving Party shall process such personal data solely for the purposes of performance of this Agreement. The Parties oblige to not share personal data mentioned above to any third party.
- 15.3 The Parties undertake to meet each other's information obligations toward their representatives, employees or other persons involved in the conclusion and performance of the Agreement, within 30 days of the date of conclusion of the Agreement.
- 15.4 In the event that, for the purpose of the performance of this Agreement, Array/Willson&Brown shall entrust the Supplier with any personal information, the provisions of points 15.5 to 15.13 below shall apply.
- 15.5 The Parties agree that for the purpose of the performance of this Agreement, Array/Willson&Brown ('Controller') entrusts the Supplier ('Processor') with processing personal data to the extend necessary to regard to the supply of Products or provision of Services by the Supplier.
- 15.6 The Parties agree that upon conclusion of the Agreement, the Processor shall immediately provide to the Controller the following information: nature and purpose of the processing, categories of data subjects, type of personal data, area where personal data will be processed and list of Sub-processors.
- 15.7 The Processor processes personal data solely for the purpose of performing this Agreement, to the extent necessary to perform it and only during its term.
- 15.8 The Processor is obliged to process personal data in accordance with the GDPR, other applicable provisions of law and this Agreement.
- 15.9 The Processor is obliged to:
- 15.8.1 apply all technical and organizational measures adequate to the risk level securing the personal data in accordance with the principles specified in Article 32 of the GDPR;
- 15.8.2 assist the Controller in fulfilling the obligations set forth in Articles 32–36 of the GDPR, while taking into account the nature of processing and information available to the Processor;
- 15.8.3 process the personal data only on documented instructions from the Controller, unless required to do so by the applicable EU or local law; in such a case, the Processor informs the Controller of such a legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- 15.8.4 assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 15.8.5 ensure that persons authorized to process the personal data have committed themselves to confidentiality, unless they are obliged to do so under an appropriate statutory obligation of confidentiality;

- 15.8.6 after the termination of the Agreement, depending on the Controller's request – delete or return the personal data and remove copies thereof, unless the mandatory provisions of law provide for otherwise.
- 15.10 The Processor is entitled to entrust the processing of personal data to further processing entities ('Sub-processors'), a list of which is provided to the Controller with this Agreement. The Processor will inform the Controller of any intended change in the list of Sub-processors in the manner accepted for communication under this Agreement. The Controller may object to such a change within the next 7 days. The Processor warrants that it will use only Sub-processors providing sufficient guarantees to implement appropriate technical and organizational measures and safeguards in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of data subjects. The Processor will ensure that the obligations imposed on Sub-processors are at least equivalent to ones that are imposed on the Processor under this Agreement.
- 15.11 The Processor will provide the Controller with the information necessary for the performance of its duties related to entrusting the processing of personal data. The Processor will enable the Controller to carry out audits, including inspections, within the time agreed by the Parties, as regards entrusting processing of personal data by the Processor and will ensure cooperation in this respect. Each Party will incur its own costs of the audit, regardless of its result. The Controller is obliged to keep confidential all information obtained during and with reference with the audit, including the results of the audit, and to ensure that the persons acting on behalf of the Controller when conducting the audit also abide to confidentiality in this respect. The confidentiality obligation is binding throughout the duration of the Agreement and for an indefinite period after its termination. Should the provision set forth in the preceding sentence be adjudged by a competent body or court to be void or unenforceable, the obligation of confidentiality shall be valid for the duration of the Agreement and for a period of 10 years after its termination.
- 15.12 The Processor is obliged to ensure that each and every person who processes personal data on its behalf processes them only at the Controller's request.
- 15.13 The Processor will not transfer personal data outside the EEA, unless it obtains Controller's explicit permit in this respect, which the Controller will not unreasonably withhold, and such transfer will be effected in accordance with the respective provisions of the GDPR. In any event, the transfer will be effected solely for the purpose of performing the Agreement.

16. Final provisions

- 16.1 Assignment of rights and obligations under the Agreement or orders entered into under the GTC by Supplier shall require Array/Willson&Brown written consent.
- 16.2 Any notices which are required in connection with the performance of the Agreement by the Parties shall be in writing and addressed to the other Party to the address of its registered office or principal place of business or to any other address which has been specified by the Parties.
- 16.3 These GTC and its interpretation shall be governed by the law applicable to the seat of the ordering party (i.e. the Array/Willson&Brown Group company that places the order), excluding the United Nations Convention on Agreements for the International Sale of Goods (CISG).
- 16.4 The Agreement remains valid even if some of its provisions turn out to be ineffective.

- 16.5 This shall not apply if the continuation of the Agreement would constitute an insurmountable difficulty for one of the parties.