

Purchase Terms and Conditions

1. Application of Purchase Terms and Conditions

- 1.1 These purchase terms and conditions for the purchase of goods and services ("**Purchase Terms**") shall be an integral part of all purchase orders issued by the WSA entity named in the purchase order ("**Customer**") to Supplier or of any agreement or document entered into or issued by the WSA entity incorporating or otherwise referring to these Purchase Terms (such purchase order, agreement or document collectively referred to as the "**PO**").
- 1.2 Customer may cancel the PO if Supplier has not confirmed acceptance of the PO in writing within 7 days of receipt.
- 1.3 No addition to, nor any variation or waiver of these Purchase Terms shall have any legal effect unless expressly agreed to in writing by Customer. Payment or acceptance of deliveries or services does not constitute such agreement.

2. Definitions and Interpretation

2.1 Definitions

In the PO and these Purchase Terms, unless the context otherwise requires:

Affiliate in respect of a Party means a legal entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the Parties, but such legal entity shall be deemed to be an Affiliate only so long as such ownership or control exists. In this definition, "control" of a legal entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a legal entity, whether (a) through the ownership of voting securities providing the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority; (b) by contract; or (c) otherwise. In this definition, Widex A/S, Sivantos Pte Ltd, together with their Affiliates, are Affiliates of each other.

Charges means the charges payable by Customer to Supplier in consideration for provision of the Services and/or supply of Goods as set out in the PO and includes any expenses, disbursements or other amounts payable by Customer.

Confidential Information means information and documents concerning Customer, including any information acquired in any manner by Supplier by virtue of the Services rendered and Goods delivered to Customer, except for information already in public domain.

Customer Site means a location set out in the PO or any other locations as subsequently notified by Customer in writing.

Delivery Date means the date, set out in the PO or otherwise notified to Supplier, for delivery of the Goods or in respect of the Services, the date for completion thereof.

DP Legislation means the applicable personal data protection legislation (such as the Singapore Personal Data Protection Act 2012 (No. 26 of 2012)) and the General Data Protection Regulation 2016/679 (GDPR).

Equipment means any equipment, machinery, tools, items or articles on which or in respect of which Supplier provides the Services, whether owned by Customer or not.

Goods means goods, equipment, machinery, articles and items to be supplied by Supplier to Customer under the PO, including hardware, software and licences.

Incoterms 2010 means the pre-defined international contract terms published by the International Chamber of Commerce in 2010.

Insolvency Event means any event where Supplier enters into voluntary or compulsory liquidation, dissolution, insolvency, suspension of its payments, bankruptcy or any statutory or private composition or agreement with its creditors in order to escape a bankruptcy, or discontinues substantial parts of its established business, or its business is placed in the hands of a receiver, assignee or trustee in bankruptcy, whether voluntary or otherwise, or is the subject of any event or circumstance in any jurisdiction which is analogous to matters set out above, or admits in writing that it is unable to pay its debts as and when they fall due.

IPR means patents, patents rights, (including rights in, and/or to, inventions), trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, registered designs, rights in designs, semi-conductor topography rights, copyright, database rights, rights in and to confidential information (including know how and trade secrets) and any similar or analogous rights to any of these rights, whether registered or unregistered, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law or Laws means all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of its source), including judicial or administrative interpretation thereof and all regulations, standards, codes and guidelines in force from time to time in any jurisdiction.

OEM in respect of the Goods or Spares shall refer to their original manufacturer, or in respect of the Services, shall refer to the original manufacturer of the Equipment (where applicable).

Parties means Customer and Supplier and **Party** means either one of them.

Personal Data means any information relating to an identified or identifiable natural person, including all information to the extent that DP Legislation apply to that information and shall have the same meaning as set out in the DP Legislation.

Services means the services specified in the PO.

Spares shall have the meaning given in Clause 5.3.

Supplier shall refer to the vendor, supplier or entity to which the PO is issued or with which the PO is entered into.

Supplier's Personnel mean the natural persons who provide the Services on behalf of Supplier, who may be employees of Supplier or supplied by a Subcontractor.

Subcontractor means a person providing elements of the Services and/or Goods in accordance with Clause 4.4.

Taxes means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and **Tax** and **Taxation** shall be construed accordingly.

Work Product means all output whether electronic, documentary, tangible or intangible created as a result of the Services required to be undertaken by Supplier under the PO, including, all inventions, business methods, papers, documents,

memos, letters, databases, drawings, source code, object code, data dictionaries, user manuals, data or other deliverables, or other printed, written or computer material created by Supplier and Supplier's Personnel in connection with the provision of the Services.

WSA Entity means an entity within the WS Audiology group of companies which includes Widex A/S, Sivantos Pte Ltd and their Affiliates.

- 2.2 **Interpretation.** In the PO and these Purchase Terms, unless the context requires otherwise, (i) the singular includes the plural and vice versa; (ii) "includes", "including", "such as" and similar expressions are not words of limitation; (iii) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings; (iv) "days" means "calendar days" and (v) headings are for ease of reference and do not affect the construction of the PO.

3. Provision of Goods

3.1 Supply of Goods.

- (A) Where Goods are supplied, Supplier hereby agrees to supply the Goods in accordance with the PO and these Purchase Terms.
- (B) Supplier represents, warrants and undertakes that: (i) it has the right to sell the Goods free of any encumbrance; (ii) it is the OEM and, where it is not the OEM, authorised by the relevant OEM(s) to sell, distribute or otherwise deal with the Goods and Spares (where required and where applicable); (iii) it shall (where applicable) maintain the necessary authorisations, certifications or approvals from the OEM(s) and produce the same upon request from Customer; and (iii) it has obtained and/or shall make available to Customer all licences, clearances, consents, registrations and authorisations necessary.
- (C) Supplier shall ensure that the Goods correspond strictly with the specifications and samples made or given by Supplier and/or stipulated by Customer, are of merchantable quality, and are in compliance with any applicable national or international standards and legal requirements.
- (D) Supplier shall, when delivering the Goods, immediately provide such operating instructions and information about health or safety arising out of the handling, storage and use of the Goods in English. Hazardous goods must be marked, labelled, packed and transported in accordance with the relevant Laws.

3.2 Delivery of Goods.

- (A) Supplier shall deliver the Goods to Customer Site on Delivered Duty Paid (Incoterms 2010) (Customer Site) basis, unless agreed otherwise between the Parties.
- (B) Supplier shall deliver the Goods on or by the agreed Delivery Date, free from any defect. Upon delivery, Customer may make a reasonable visual examination of the Goods to identify transportation damage and incomplete deliveries. If Customer ascertains a potential or actual defective product, Customer shall have the option set out in Clause 10.1.
- (C) All Goods must be adequately protected during transport or storage. Supplier shall bear all packing, storage and transport costs and expenses. Supplier shall provide Customer prior written notification upon shipping the Goods. Where the supply of the Goods includes installation of the Goods, Supplier shall follow all instructions given by Customer.
- (D) Title to and property in the Goods shall pass to Customer on payment of the invoice or on delivery of the Goods, whichever first occurs. The Goods shall remain at Supplier's risk (including the risk of deterioration in transit) until they have been safely delivered to Customer. If Customer rejects any Goods pursuant to its right to do so under Clause 10.1, the property and risk therein shall remain with or thereupon revert to Supplier.

- 3.3 Supplier shall indemnify, defend and hold the Indemnified Parties (defined below) harmless against all Indemnified Losses (defined below) suffered or incurred by the Indemnified Parties arising out of or in connection with a breach of the representations and warranties relating to the Goods and/or any case of product liability attributable to Supplier, including Indemnified Losses in connection with a product liability case or if a recall is required by any Law or otherwise ("**Product Recall**"). In the case of a Product Recall, Supplier shall carry out and be responsible for, at its care and costs and at Customer' direction and instruction, the final recall, removal, correction, withdrawal decision, the communication to the competent authorities and notified bodies, the public and surveys, as well as the logistic processes regarding returned goods. Parties agree that these Purchase Terms shall also apply to any Goods supplied prior to the date of the PO and to which the PO expressly relates.

- 3.4 Supplier shall not make any changes to the design or manufacture, affecting form, fit, function, properties, purity, quality, safety and/or life or any other characteristic of the Goods and/or Services without obtaining the prior written consent of Customer.

4. Supply of Services

- 4.1 Where Services are provided, Supplier hereby agrees to supply the Services in accordance with the PO and these Purchase Terms. Supplier represents, warrants and undertakes that it has obtained and/or shall make available to Customer all licences, clearances, consents, registrations and authorisations necessary.

- 4.2 In providing the Services, Supplier shall perform its obligations and shall ensure that Supplier's Personnel perform their obligations hereunder (i) in accordance with the PO; (ii) using the skill and care of a diligent and competent Supplier; (iii) in accordance with best standards and practices observed in the industry for similar services; (iv) in a professional and timely manner, with an adequate number of competent personnel; and (v) co-operate and ensure that Supplier's Personnel co-operate with all personnel of Customer and comply with all directions from Customer. Supplier shall provide Customer, free of charge, with such reports as appropriate to the nature of these Goods and/or Services and as may be reasonably requested by Customer from time to time.

4.3 Supplier's Personnel.

- (A) Supplier shall ensure that Supplier's Personnel (i) have the relevant license(s), certification(s) and/or permit(s) to perform the Services in the relevant territory; and (ii) where applicable possess the necessary work permits, work pass exemptions and all other regulatory permits to work.
- (B) Supplier represents, warrants and undertakes to Customer that: (i) nothing in the PO shall be construed to create an employment or agency relationship between Supplier's Personnel and Customer; and (ii) Supplier's Personnel shall have no authority to bind or represent the Customer.

- 4.4 **Sub-Contracting.** Supplier shall not sub-contract all or any part of the Services under the PO except with Customer's prior written consent. No sub-contracting shall in any way relieve Supplier from its obligations to provide the Services and Supplier shall at all times remain liable for the Subcontractor's performance of Services hereunder and for making payment to the Subcontractor. Supplier shall ensure that all sub-contracts shall incorporate the terms of the PO with the appropriate and necessary modifications and ensure that the Subcontractors comply with the terms hereunder.
5. **Warranty and After-Sales Support**
- 5.1 **Performance Warranty.** If any defect in the Goods or Services appears within 36 months from the date of installation or incorporation of the Goods or 36 months from the Delivery Date, whichever is the later ("**Warranty Period**"), Customer shall have the options set out in Clause 10.1. The Warranty Period shall be extended by period(s) equal to any period(s) during which the Goods have been out of operation or their putting into operation has been delayed as a result of a defect.
- 5.2 **After-Sales Service Support.** If agreed in the PO, Supplier shall institute an after-sales service support regime for the duration of the Warranty Period to provide the necessary technical and infrastructure support services for the Goods supplied.
- 5.3 **Supply of Spares.** Supplier shall supply Customer all replacements, spares or items required in respect of the Goods ("**Spares**") at a preferential price to be agreed between Parties. For the avoidance of doubt, this Clause 5.3 does not impose an obligation to purchase any such Spares from Supplier. The Spares supplied shall comply with the requirements under Clause 3 and reference to 'Goods' therein shall also extend to 'Spares'. Supplier shall procure that a suitable pool of Spares is maintained in respect of the Goods.
6. **Compliance with Laws**
- 6.1 Supplier shall comply with all applicable laws and regulations (including anti-corruption and anti-bribery laws, tax, tax evasion, export and trade control, employment and labour, data protection and privacy laws) as well as the WSA Supplier Code of Conduct (or (where available) Supplier's own code of conduct which must be at least of equivalent standard), and obtain and maintain regulatory approvals and licences applicable (including any government approvals that may be required) in connection with the PO. Supplier shall ensure that Supplier's Personnel observe all Customer's policies, rules and regulations in relation to discipline, health, security, safety and environment whilst providing the Services. Customer shall be entitled to terminate this PO immediately for a breach of this Clause 6.
- 6.2 **Compliance Audits.** Supplier shall, for a period of 10 years from creation, keep full and accurate records pertaining to the delivery of the Services or supply of Goods (except for personal data which shall be kept for the period as required under the applicable Law). Supplier shall permit Customer, its representative or the representative of any relevant regulatory body access to such records and the premises of Supplier and any other premises under the control of Supplier or any Subcontractor at reasonable times.
- 6.3 **Export Control and Foreign Trade Data Regulations.** Supplier shall comply with all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"). Supplier shall advise Customer in writing within 14 days of receipt of the PO (and in case of any changes without undue delay) of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation: (i) all applicable export list numbers, including the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List; (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iii) the country of origin (non-preferential origin); and (iv) Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers). Supplier shall indemnify, defend and hold the Indemnified Parties harmless from all Indemnified Losses arising out of a breach of this Clause 6.3.
7. **Cybersecurity and Data Protection**
- 7.1 Where Supplier is accessing Customer's systems when providing the Services or Goods under this PO, Supplier shall (i) implement and maintain appropriate cyber security measures and systems, plans and procedures to allow it to respond effectively to a cyber security incident (ii) regularly review its cyber security arrangements and (iii) ensure that any third party providing services on its behalf in connection with this PO complies with subclauses (i)-(ii) above. If Supplier becomes aware of a cyber security incident, Supplier shall promptly (a) notify Customer; (b) take all steps reasonably necessary to mitigate and/or resolve the cyber security incident; and (c) provide Customer with information to assist it in mitigating and/or preventing any effects of the cyber security incident. In performing its obligations under the PO that involves any Personal Data, Supplier shall comply with the DP Legislation, including (A) ensuring that the Personal Data will only be used for the purposes of performing its obligations under the PO; (B) implement practices, procedures and systems to ensure that it is capable of complying with the terms of this Clause including but not limited to making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification and disposal of the Personal Data; and (C) not retain the Personal Data for longer than reasonably necessary or as required under DP Legislation. Supplier confirms that each of Supplier's Personnel has consented to Customer, its officers and employees collecting, using and disclosing his personal data for legal, administrative and management purposes.
8. **Charges and Terms of Payment**
- 8.1 **Charges.** In consideration for Supplier fulfilling its obligations under the PO, Customer shall pay to Supplier the amounts set forth in the relevant PO and on the terms stated therein.
- 8.2 **Taxes.** Unless otherwise stated in the PO, any Charges are inclusive of all Taxes. Customer may withhold (or cause to be withheld) from any amounts otherwise due under or pursuant to the PO such Taxes as may be required to be withheld pursuant to any applicable Law.
- 8.3 Supplier warrants that the price charged for the Goods or Services is the lowest price charged by Supplier to buyers of a class similar to Customer purchasing in quantities and under circumstances comparable to those specified in the PO.
- 8.4 Supplier shall issue invoice(s) to Customer within 14 days after delivery of the Goods and/or performance of the Services. Unless otherwise stated in the PO, Customer shall pay the invoice within 90 days after the receipt of Supplier's invoice.
- Supplier's invoice shall be a complete, correct and properly due invoice.
- 8.5 Without prejudice to its rights and remedies, Customer shall be entitled to dispute or query any item set out in any invoice and to withhold any sums due to Supplier. Supplier shall continue to perform its obligations under the PO. The Parties shall use their best endeavours to agree on any disputed or queried item but failing agreement the matter shall be resolved in accordance with Clause 14.2.
9. **Liability and Insurance**
- 9.1 **Exclusion and Limitation of Liability.** Neither Party shall be liable to the other Party for any incidental, special, indirect or consequential losses whatsoever arising out of the PO. Notwithstanding anything else, Customer's liability in damages, if any, howsoever arising, other than Customer's obligation to pay invoices, shall be: (i) if under a PO with a WSA Entity incorporated in Singapore, limited to One Thousand Singapore Dollars (SGD 1,000); or (ii) if under a PO with a WSA Entity incorporated outside of Singapore, limited to One Thousand EURO (EUR 1,000), in each case to the extent permitted by applicable Law.
- 9.2 **Indemnity.** Notwithstanding anything else in the PO, Supplier shall indemnify, defend and hold Customer, its Affiliates, their customers, distributors, employees, representatives and agents (the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, disputes, judgments, settlements, fines, penalties, costs and expenses of any nature whatsoever (including fees and disbursements of lawyers, accountants and other professional advisors) ("**Indemnified Losses**") arising out of or related to any defect or breach for which Supplier is responsible under the PO and these Purchase Terms.
- 9.3 **Insurance.** Supplier shall procure and maintain, at its own expense, such type and level of insurance as is reasonable or prudent in the circumstances and provide to Customer copies of documents evidencing such insurance when requested.
10. **Remedies**
- 10.1 **Remedies for non-conforming Services or Goods.** If Supplier fails to perform any or all of the Services or deliver Goods in accordance with the specifications, quality or stipulations set out in the PO, Customer may elect, in addition to any other remedies available, one or more of the following remedies: (i) require Supplier, at Supplier's own expense, to promptly remedy any default or re-perform any non-conforming Services and/or replace or repair any defective or deficient Goods; (ii) reject the Goods or Service and withhold from payment to Supplier the Charges or any portion thereof that are allocable to the default or non-conforming Services or Goods, or if already paid, recover such amount; or (iii) either remedy any default, re-perform any non-conforming Services or replace or repair the Goods itself or have them remedied or replaced by a third party on its behalf, and in either case Supplier shall pay all costs so incurred by Customer. Any such repairs and replacements shall be deemed to be carried out by Supplier and Supplier shall not be relieved of its obligations and liabilities.
- 10.2 **Liquidated Damages.** Timely supply of the Services and Goods is of the essence in the PO. Delivery of the Goods and/or performance of the Services shall not be deemed completed until the Goods have been received and accepted by Customer and the Services have been performed and accepted by Customer. Delivery of the Goods and/or performance of the Services shall be made by the Delivery Date(s). Without prejudice to Customer's other rights and remedies, in the event Supplier fails to deliver the Goods and/or perform the Services by the Delivery Date(s), Supplier shall be liable to pay Customer liquidated damages at 2% of the applicable Charges for each day or part thereof from the day following the Delivery Date(s) until the date of actual delivery of the Goods and/or full performance of the specific Service task ("**LDs**"). Parties agree that the amounts recoverable under this Clause 10.2 are a reasonable pre-estimate of loss and not a penalty. The Parties further acknowledge that (a) the amount of losses or damages likely to be incurred by Customer is difficult to estimate with precision, (b) the amount of LDs specified bear a reasonable proportion and are not plainly or grossly disproportionate to the probable losses likely to be incurred by Customer. Customer may, without prejudice to any other method of recovery, deduct the amount of such LDs from any monies due or to become due to Supplier. The payment or deduction of such LDs shall not release Supplier from its obligations under the PO. If this provision on LDs is declared invalid or if Customer does not claim LDs, Customer can recover damages for losses incurred according to the general rules available under the applicable Laws.
- 10.3 **Suspension.** Without prejudice to its rights under Clauses 10.1 and 10.2, Customer may, at any time and without liability, suspend the PO by giving Supplier 7 days' notice in writing, at which time: (i) Supplier shall suspend the performance of Service and/or delivery of any Goods under the PO; and (ii) to the fullest extent permitted under Law, Customer shall not be required to make payment of any Charges in respect of the aforesaid performance or delivery save for any performance of the Services commenced or Goods delivered by the Supplier at the time of notice of suspension, not completed at the expiry of the 7 day notice, and which could not reasonably have been completed at the expiry of the 7 day notice. The Charges payable by Customer for such partial performance shall be negotiated in good faith between the Parties and proportionate to the level of completion of delivery of the Goods and acceptance by Customer or performance of the Service in question at the time of expiry of the 7-day notice of suspension. Customer may require Supplier to resume the performance of the Services and/or delivery of Goods under the suspended PO, by giving Supplier 3 days' notice in writing of the lifting of such suspension.
11. **Termination**
- 11.1 **Termination for Convenience.** Customer may terminate the PO (in whole or in part) at any time and without any reason upon 7 days' written notice to Supplier. In the event of such termination, Supplier shall comply with any direction given by Customer in such notice with respect to the Goods and/or Services in the PO and cease all other shipment and delivery of such Goods and/or Services. Customer agrees to pay all undisputed amounts in accordance with the PO and these Purchase Terms for any Goods delivered or Services performed. With respect to Services or Goods the performance of which were commenced by the Supplier at the time of Customer's giving the notice of termination, but which were not completed, and which could not reasonably have been completed, at the expiry of the 7-day notice, Supplier shall be entitled to Charges for partial performance. The Charges payable by Customer for such partial performance shall be negotiated in good faith between the Parties and proportionate to the level of completion of delivery of the Goods and acceptance by Customer or performance of the Service

in question at the time of the notice of termination. In no event shall Customer be liable for any amounts in aggregate greater than the lesser of (i) the total that would have been due under the PO or (ii) the value of the Services performed or Goods delivered by Supplier and accepted by Customer in accordance with the PO prior to termination under this provision.

- 11.2 **Termination for Cause.** Customer shall be entitled to terminate the PO (in whole or in part) with immediate effect by written notice to Supplier without liability to Customer if: (i) Supplier commits a material breach; (ii) Supplier commits a breach which is not remedied to Customer's reasonable satisfaction within 7 days of Customer's notice or immediately if such breach is not capable of remedy; (iii) Supplier is subject to an Insolvency Event; or (iv) Supplier's ability to carry out its obligations under the PO is prevented or substantially interfered with by any Law. For the avoidance of doubt, a material breach is a breach (including an anticipatory breach) that substantially deprives Customer of the benefit of the relevant agreement(s) with Supplier, which breach includes a breach by the Supplier of any of its obligations under Clauses 3 to 6 (both inclusive), 13 and 14.

- 11.3 **Force Majeure.** To the extent that it becomes impossible for Supplier to perform any or all of the Services or deliver the Goods because of a Force Majeure event, Supplier must:

- promptly notify Customer of the nature, extent, effect and likely duration of the Force Majeure event; and keep Customer updated as may be reasonably required by Customer;
- take all commercially reasonable action to remedy or minimise the consequences (and report to Customer); and
- immediately resume performance of the affected obligations and notify Customer when performance again becomes reasonably possible (including by using workarounds).

Provided that Supplier complies with this Clause 11.3, performance of the affected obligation is suspended for as long as the event or circumstance continues to make the performance impossible. If a Force Majeure event continues to make performance of the affected obligations impossible for a period exceeding 90 days, Customer may terminate the PO by written notice to the Supplier with immediate effect without liability to Customer. Supplier may not increase any fees as a result of a Force Majeure event and the Customer will not be liable for the payment for Services or Goods not received due to a Force Majeure Event. "Force Majeure" means acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, government-mandated movement controls or nationwide suspension of operations, terrorist attack, war or riots, nuclear, chemical or biological contamination and collapse of buildings, fire, explosion or accident, but does not include cyber-attacks or events due to a Party's failure to implement appropriate security and mitigation controls, a lack of funds or lack of manpower for any reason, a Party's own default, misconduct or negligence (or that of its personnel) or events or circumstances that could have been prevented or overcome by that Party as a result of exercising reasonable care.

- 11.4 Consequences of Termination

- Following termination of the PO for any reason, Supplier shall immediately: (i) deliver to Customer all materials and copies thereof relating to the Confidential Information; and (ii) deliver to Customer all copies of the Work Products that Supplier has developed up to the termination date and destroy any residual copies on its systems.
- Following termination of the PO pursuant to Clause 11.2, (i) Supplier's obligations in Clause 11.4(A) above shall apply; (ii) Customer shall be entitled to return any or all Work Products and/or Goods where such Work Products and/or Goods have not been accepted in accordance with the terms of the PO prior to the date of termination and Supplier shall give a full refund of all monies paid by Customer to Supplier in connection with such returned Work Products and/or Goods; (iii) Supplier shall give a full refund for any and all Services paid for by Customer but not provided by Supplier prior to the date of termination of the PO; and (iv) Supplier shall provide at Supplier's expense such assistance as is reasonably necessary to Customer for an orderly assumption of the Services by a third party or Customer.
- Termination of the PO does not affect (i) a Party's accrued rights and obligations at the date of termination; and (ii) the survival of Clauses 5, 6, 7, 9, 10, 12, 13, 14 and any other provision of the PO which is expressly or by implication intended to survive termination.

12. Intellectual Property

- 12.1 Any right, title or interest in IPR created or developed in the course of providing the Services under the PO shall belong to Customer. Supplier shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Customer may consider necessary or desirable to perfect the right, title and interest of Customer in and to the Intellectual Property Rights in the Foreground IP. To the extent that Supplier subcontracts performance of its obligations under this Agreement, Supplier shall ensure that any IPR arising from the work of its subcontractor shall be assigned to it absolutely. Supplier shall disclose and transfer to Customer all inventions arising out of or in connection with Supplier's Services under the PO. Any specification, plans, drawings, patterns or designs supplied by Customer to Supplier in connection with the PO, and any IPR subsisting in the same, shall remain the property of Customer and any information derived therefrom or otherwise communicated to Supplier in connection with the PO shall be regarded by Supplier as Confidential Information and shall not, without Customer's written consent, be published or disclosed to any third party, or made use of by Supplier except for the purpose of implementing the PO.
- 12.2 To the extent that IPR ownership does not vest in the Customer in accordance with Clause 12.1, Supplier grants to the Customer, or shall procure the direct grant to the Customer, of a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy, modify and otherwise use the Work Product for the purpose of receiving and using the Goods and/or Services.
- 12.3 Supplier warrants and represents that (i) it owns or has the right to use under valid and enforceable agreements, all IPR reasonably necessary for and related to the supply of the Goods and the performance of the Services; and (ii) the Goods and Services supplied under the PO do not infringe any IPR owned and/or controlled by any other party. Supplier shall indemnify, defend and hold the Indemnified Parties harmless from all Indemnified Losses arising out of or in connection with any claim by a third party that its IPR has been infringed as a result of Customer

purchasing, selling or using the Goods and/or Services. In addition, Supplier shall at its sole costs and at Customer's option: (i) procure for Customer the right to use or resell the Goods and to use the Services; (ii) replace such Goods and Services with equivalent non-infringing Goods and Services; (iii) modify such Goods and Services so they become non-infringing but equivalent; and/or (iv) remove such Goods sold by Supplier and refund the Charges.

13. Confidential Information

- 13.1 The Confidential Information shall remain the property of Customer and shall not be used by Supplier except for the purposes of the PO. Supplier shall and shall ensure that its Personnel (i) keep the terms of the PO confidential; (ii) apply thereto the highest security measures and degree of care in handling the Confidential Information; (iii) immediately, upon request, return all of the Confidential Information to Customer or destroy it if so directed; and (iv) will not, without Customer's written consent, (a) (directly or indirectly) use or disclose any Confidential Information to any person and (b) remove from Customer's premises, record, make or reproduce copies of the Confidential Information. Supplier shall be solely responsible for ensuring that Supplier's Personnel allocated for the Services under the PO adhere to the aforesaid obligations.

- 13.2 Supplier acknowledges and agrees that (i) all the Confidential Information of Customer is secret and confidential to Customer; (ii) a breach of this Clause 13 may cause Customer to suffer loss, damage and expense for which damages may not be adequate compensation and may be difficult to ascertain; and (iii) that Customer may immediately seek to restrain any actual or threatened breach of the PO by injunction or any similar remedy.

- 13.3 If Supplier and/or Supplier's Personnel is required by Law to disclose Customer's Confidential Information, Supplier shall promptly give Customer written notice specifying the legal requirement and the Confidential Information to be disclosed and arrange for disclosure of the relevant Confidential Information in a fashion which safeguards the confidentiality of the information disclosed.

- 13.4 Supplier shall not, without Customer's prior written consent, advertise or publicly announce that it is providing, or has provided, products or services to Customer, or otherwise use any name, logo, trade name, trademark, service mark of Customer or any of Customer Affiliates, or other information which identifies Customer or any of Customer Affiliates in any of Supplier's marketing and publicity activities.

14. General

- 14.1 **Entire Agreement.** The Parties agree that the PO and these Purchase Terms constitute the entire agreement between them with respect to the subject matter of the PO and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to the PO in respect of the matters dealt with in it. For the avoidance of doubt, Supplier's standard terms and conditions (even if a copy is provided to Customer) shall be excluded and have no effect whatsoever.

- 14.2 **Governing Law, Jurisdiction, Dispute Resolution and Language.** (i) For a PO with a WSA Entity incorporated in Denmark: The PO shall be governed and construed in accordance with the laws of Denmark excluding its conflict of laws principles and the application of the United Nations Convention for the International Sale of Goods and the courts of Copenhagen, Denmark, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the PO ("Dispute"); or (ii) For a PO with a WSA Entity incorporated outside Denmark: The PO shall be governed and construed in accordance with the laws of Singapore excluding its conflict of laws principles and the application of the United Nations Convention for the International Sale of Goods and the courts of Singapore shall have exclusive jurisdiction to settle any Disputes.

- 14.3 **No exclusivity or minimum commitment.** Nothing in the PO or these Purchase Terms shall grant Supplier exclusive status as the sole provider of the Goods or Services to Customer and/or Customer Affiliates or impose an obligation on Customer and/or Customer Affiliates to procure from Supplier a minimum volume or quantity of the Goods or Services.

- 14.4 **Severability.** If any provision of the PO or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of the PO.

- 14.5 **No adverse construction.** These Purchase Terms are not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

- 14.6 **Assignment.** The PO shall not be assigned by Supplier without the Customer's prior written consent. However, nothing in the PO shall prevent or restrict Customer from assigning, sub-licensing, transferring or otherwise disposing of all or any of its rights or obligations hereunder to a Customer Affiliate or to any legal entity which succeeds to all or part of the business or assets of Customer. The PO shall be binding upon any successors in interest or title of the Parties.

- 14.7 **Remedies Cumulative.** No failure to exercise, nor any delay in exercising any right or remedy under the PO shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any exercise of any other right or remedy.

- 14.8 **Third Party Rights.** Unless expressly provided to the contrary in the PO, a person who is not a party has no right under the PO or Singapore Contracts (Rights of Third Parties) Act, Chapter 53B, or the Danish Contracts Act ("Aftaleloven"), as applicable, to enforce or to enjoy the benefit of any term of the PO. Notwithstanding any term of the PO, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of the PO.

- 14.9 **Relationship of the Parties.** Supplier shall be an independent contractor. The relationship between Customer and Supplier shall not be construed as an employment relationship, and shall not constitute a partnership, joint venture, or agency of any kind. Nothing herein shall be deemed to confer upon Supplier any authority, express or implied, to bind Customer or to represent to any third party that Supplier is acting either as a representative of, or in any capacity for, Customer.

- 14.10 **Notices.** Any notice or other communication in connection with the PO shall be in English in writing and shall only be effective: (i) if delivered in person, when delivered; (ii) if sent by pre-paid certified post or recorded delivery, 3 days after posting; or (iii) if sent by commercial courier service, on the date and at the time that the courier's delivery receipt is signed. A formal notice shall not be valid if given via email. Parties agree that general day to day communications which do not require formal notice, may be made by email.