

NEC GENERAL TERMS AND CONDITIONS OF PURCHASE (UK and EEA)

These General Conditions apply to any Order issued by Buyer except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions, the following words shall have the meaning set out below:

- a) **"Acceptance"**: further to inspection of the Deliverables, Buyer has not notified on any disconformity within the stated timeline, or in case of Acceptance Testing, the issuing of an Acceptance Certificate. **"Accepted"** shall be construed accordingly.
- b) **"Acceptance Certificate"**: the certificate issued by Buyer or its customer confirming, at the end of an Acceptance Testing, that the Deliverables therein stated meet the Acceptance Criteria.
- c) **"Acceptance Criteria"** the evaluation criteria and/or tests set out or referred to in the Specifications or under an Order.
- d) **"Acceptance Testing"**: the process for testing Deliverables set out in the Specifications or as part of the Order.
- e) **"Affiliate"**: any corporation, company, or other business entity that, directly or indirectly, Controls or is Controlled by, or is under common Control of NEC Europe Ltd.
- f) **"Background IPR"**: IPR in materials, works, products, devices, documents, methods, and knowledge which is either: a) existing prior to the performance of the Contract; or b) generated independently of the Contract.
- g) **"Business Day"**: any day except Saturday, Sunday, or any public holiday on which commercial banks in the country of the Buyer's incorporation are authorised or required by law to close.
- h) **"Buyer"**: the NEC Entity issuing the relevant Order.
- i) **"Buyer Policies"**: the NEC Procurement Policy [\[link\]](#), the NEC Group Human Rights Policy [\[link\]](#), the NEC Code of Conduct [\[link\]](#), the NEC Guidelines for Responsible Business Conduct in Supply Chain [\[link\]](#), the Health and Safety Manual for Contractors [\[link\]](#) and the Environmental Specifications pertaining to Procurement Restrictions for the Inclusion of Chemical Substances in Products [\[link\]](#).
- j) **"Conditions"**: collectively, and individually each of, a) these General Conditions; b) the Country Specific Conditions; and c) the Project Specific Conditions, as relevant.
- k) **"Confidential Information"**: any information designated as such by either Buyer or Supplier in writing together with all such other information which relates to the business affairs, finance, products, data, software listings, source or object code, developments, trade secrets, know-how, personnel, customers and Suppliers of either party, together with all information which may reasonably be regarded as the confidential information of the disclosing party (whether commercial, financial, technical or otherwise). Confidential Information of Buyer includes that of its Affiliates.
- l) **"Contract"**: the Order together with the Conditions and the Specifications (if any).
- m) **"Control"**: the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty percent (50%) or more of the voting right, by contract, or otherwise (and **"Controlled"** and **"Controlling"** shall be construed accordingly).
- n) **"Country Specific Conditions"**: the special terms and conditions of purchase specific to a given Affiliate, identified as such and contained in a special section or addendum made available by Buyer.
- o) **"Data Protection Laws"**: EU General Data Protection Regulation 2016/679, the Data Protection Act 2018, and any other relevant laws implementing or supplementing the same. **"Controller," "Processes," "Processing," "Processor," "Data Subject," "Personal Data"** and **"Personal Data Breach"** take the meaning given in the relevant Data Protection Laws.
- p) **"Defect"**: an error, omission, failure, inefficiency, lack in quality and appearances, deviations from standards or inconsistency (whether in the material, design, workmanship, or installation) in a Deliverable.
- q) **"Deliverables"**: Hardware (if any), Services (if any), Software (if any) and/or Documentation (if any).
- r) **"Delivery"**: delivery of the Deliverables at the Delivery Address at the time/date stated in the Order or identified in accordance with these Conditions. **Deliver** and **Delivered** shall be construed accordingly.
- s) **"Delivery Address"**: the delivery address of the named place stated in the Order.
- t) **"Documentation"**: the manuals, instructions or any other document required for the installation, use, maintenance, and development, as relevant, of a Deliverable.
- u) **"Duly Delivered"**: that the Deliverables have been delivered, comply with the Order and any relevant Specifications and, where applicable, have been Accepted.
- v) **"General Conditions"**: these terms and conditions of purchase as integrated and/or amended by any Country Specific Conditions or Project Specific Conditions and any additional terms and conditions stipulated in the relevant Order.
- w) **"Hardware"** or **"Goods"**: the hardware product to be supplied under an Order and any firmware within it.
- x) **"Intellectual Property Rights"** or **"IPR"**: patents, rights to inventions, copyright and related rights, trademarks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade

secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, those rights, and all similar or equivalent rights or forms of protection in any part of the world.

- y) **"NEC Entity"**: NEC Europe Ltd or any of its Affiliates established in the United Kingdom (UK) or any country of the European Economic Area (EEA). Includes branch offices as relevant.
 - z) **"Order"**: the purchase order issued by the Buyer specifying the Deliverables and associated Price.
 - aa) **"Price"**: the amount due by Buyer for the purchase of Deliverables.
 - bb) **"Project Specific Conditions"**: the terms and conditions of purchase specific to a given project, identified as such and contained in a special section or addendum made available by Buyer.
 - cc) **"Sanctions and Export Control Laws"**: all laws, regulations, statutes, prohibitions or wider measures, including any export and re-export laws and regulations of Japan, European Union, European Union Member States, United Kingdom or United States, applicable to the Deliverables and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measure.
 - dd) **"Supplier"**: the entity to which the Order is addressed.
 - ee) **"Services"**: the services to be provided under the Order.
 - ff) **"Software"**: the software to be delivered (whether licensed or assigned) under the Order.
 - gg) **"Supplier IPR"**: IPR owned, or licensed from any third parties, by Supplier. Includes any Background IPR.
 - hh) **"Specifications"**: any statements of work, plans, drawings, table, data, documentation (whether in paper or electronic form) setting-out the characteristics, requirements, features, criteria, standards, process, service levels or KPIs related to the Deliverables, issued, or accepted by Buyer.
 - ii) **"VAT"**: value added tax or any equivalent tax chargeable in the United Kingdom or elsewhere.
 - jj) **"Warranty Period"**: the warranty period stated in the Order or a period of twelve months from Acceptance, whichever is longer.
- 1.2 **Interpretation and Construction**: The headings to these Conditions are for convenience only and shall not affect their interpretation. Any reference to a law, regulation, statute, or a provision of them shall be construed as a reference to the amended, extended, or re-enacted version from time to time. Any reference to a document is a reference to that document as modified, replaced and/or updated from time to time. Words importing the singular include the plural, words importing persons include bodies corporate and unincorporate; and (in each case) vice versa. Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms. **In case of any conflict between the Conditions and mandatory provisions of law, the mandatory provisions of law shall prevail.**
- 1.3 **Entire agreement and order of prevalence**: The Contract constitutes the entire agreement between Supplier and Buyer for the purchase and supply of the Deliverables and supersedes all prior (oral or written) agreements with respect thereto. The Conditions shall prevail on any inconsistent terms or conditions contained in or referred to in Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice, or course of dealing. Any quotation given by Supplier will be binding to the same. In case of conflict, the following order shall apply: 1) the Order; 2) the Specifications; 3) the Project Specific Conditions; 4) the Country Specific Conditions; 5) these General Conditions.
- 2. BASIS OF PURCHASE**
- 2.1 **Offer and Acceptance**: The Order constitutes an offer by Buyer to purchase the Deliverables subject to the Conditions. The execution and return of the acknowledgement copy of the Order by Supplier, or Supplier's execution, commencement of Services or commencement of Delivery or other performance pursuant to the Order constitutes acceptance of the Order on the Conditions by Supplier and shall establish a contract for the sale and purchase on such basis. Any other condition, including on Supplier's quotation, acceptance, invoices, or counteroffer shall only be deemed as accepted by Buyer if that acceptance is in writing and signed by its duly authorised representative. Buyer will not be liable for any Deliverables supplied otherwise than pursuant to an Order issued on Buyer's Order form.
- 2.2 **Vendor Onboarding**: Where Buyer requests that Supplier completes and returns Buyer's vendor due-diligence and onboarding forms, Supplier shall do so in a timely manner. In returning such forms, Buyer represents and warrants that the information therein provided are true and accurate and undertakes to inform Buyer immediately of any change. Buyer reserves the right to suspend any payment due unless and until the completed forms are returned.
- 3. DELIVERABLES AND GENERAL WARRANTIES**
- 3.1 **Deliverables**: The quantity, quality, time, and description of the Deliverables shall be as specified in the Order and/or in any applicable Specifications. Supplier agrees to accept any reasonable variation to the Specifications requested by Buyer; if such variation materially affects the time and/or cost of delivery, Supplier shall notify details to Buyer immediately and Buyer shall make an equitable adjustment to the Price and/or delivery schedule.
- 3.2 **Supplier General Warranties**: the Supplier warrants to Buyer that: (i) it is validly existing under the laws of the place of its incorporation and has the power and authority to carry on its business; (ii) it has the power, capacity and authority to enter into and observe its obligations under the Contract; (iii) it has and will maintain all necessary

- licences, consents, and permissions necessary for the performance of its obligations under the Contract; (iv) the receipt, possession and use of the Deliverables (including in accordance with any Specifications and/or Documentation) will not breach any laws, statutes, regulations, or Buyer Policies, nor infringe any third-party rights (including IPR) in any jurisdiction and under any applicable law; (v) the Deliverables will a) at the time of Delivery, be free from all claims, liens and other encumbrances of any kind; b) comply with the Order and all applicable legislation for the time being in force; c) provide the functions, quality and standards and meet the performance criteria set out in the relevant Specifications; d) be of satisfactory quality and fit for the purpose or any intended uses expressly or impliedly made known to Supplier; and d) be free from Defects (actual or latent) for the Warranty Period.
- 3.3 Nothing in the Conditions shall operate to exclude any warranty, guarantee or condition on the part of Supplier implied by common law, statute, including the Sales of Good Act 1979, custom of the trade or otherwise, or any additional, or more favourable to Buyer, warranty, guarantee or condition expressly offered by Supplier or Supplier's own suppliers, all of which warranties, guarantees and conditions shall also apply unless expressly excluded by the terms of the Order.
- 3.4 In the event of any breach of the above warranties, without prejudice to any right or remedy Buyer may have in contract, at law or in equity, Supplier shall, at its exclusive costs, within the timeframe notified by Buyer, perform any of the following, as relevant: (a) repair the Goods (preferably at Buyer's premises) and fix the Software or replace the same with other Goods or Software so that they conform to the above warranties; (b) modify the Deliverables in such a way that they conform to the warranties and no longer infringe on the relevant third party rights; (c) re-perform the Services so that they conform to the warranties. Each repaired, replaced, modified or re-performed Deliverables will be subject to i) Acceptance Testing (and the relevant process); and ii) the provision of articles 3.2 to 3.5.
- 3.5 If Supplier fails to resolve as described above, then Buyer may: (i) either itself or through a third party, repair or replace the Goods and re-perform the Services (as relevant); (ii) request Supplier to make available, or identify for Buyer to implement, a work-around for the Software which does not impair the functionality; and (iii) set off the cost of doing so against any sum owed to Supplier or recover such amount from Supplier, as a debt; or (iii) terminate the Contract with immediate effect, in which case Supplier shall immediately refund any amounts already paid by Buyer in respect of the affected Deliverables. Buyer's rights and remedies herein are in addition and without prejudice to its other rights and remedies at law or in equity.
- 3.6 The warranties set out in these General Conditions shall survive any Delivery, inspection, testing, Acceptance, payment, or performance pursuant to the Contract.
- 3.7 **Buyer Policies:** In performing its obligations under the Contract, Supplier shall comply with all applicable laws. Additionally, the Supplier is required to implement policies that are equivalent to or exceed Buyer Policies. The Supplier must also ensure that its subcontractors, officers, employees, supply chain and any other party acting for or on behalf of the Supplier adhere to the equivalent or more stringent policies.
- 4. DELIVERY**
- 4.1 **Delivery:** Time of Delivery is of the essence. Supplier shall inform Buyer within a reasonable time, prior to Delivery, of any instructions/information required to enable Buyer to accept Delivery.
- 4.2 Where the exact date of the Delivery is to be specified after placing the Order, Supplier shall timely inform Buyer of the proposed date for Buyer's confirmation. Where no such date is agreed Supplier shall deliver within 28 (twenty-eight) days from receipt of the Order.
- 4.3 **Remedies:** If Deliverables are not Delivered on the due date then, without prejudice to any other right or remedy in contract, at law or equity, Buyer shall be entitled to claim from Supplier: (i) liquidated damages up to 1% of the Price of delayed Deliverables for each week of delay or a proportion thereof, with an increase of 0.5% per week of delay, up to a maximum of ten percent (10%) of the Price; (ii) all costs and expenses incurred in respect of special arrangements (including carriage by air) for transportation of Deliverables to Buyer or Buyer's customer in such timely manner as Buyer shall select. Additionally, Buyer shall be entitled to (iii) refuse to accept any subsequent delivery which Supplier attempts to make; (iv) purchase substitute items elsewhere and charge Supplier for it along with any required ancillary costs; and (v) cancel the Contract or relevant Order without incurring any liability to Supplier. Liquidated damages charged by Buyer are a genuine pre-estimate of the minimum damage which Buyer would suffer by reason of Supplier's delay or failure to perform. The purpose of the liquidated damages is to incentivise Supplier and they are not intended as a penalty for non-performance or to quantify the full extent of Buyer's losses in relation to any delay or failure to perform.
- 4.4 **Instalments:** Delivery in instalments shall be permitted only with the written consent of Buyer. In any event, the Contract will be treated as a single contract and not severable, and Supplier shall be entitled to invoice for any instalment until the last one is Duly Delivered.
- 5. SPECIFIC CLAUSES FOR THE PROCUREMENT OF HARDWARE**
- These additional clauses apply only to the procurement of Goods.**
- 5.1 **Testing and Inspection:** Supplier shall permit Buyer to inspect and test the Goods during manufacture, processing, or storage at the premises of Supplier or any third party prior to the dispatch, and Supplier shall provide Buyer with all facilities reasonably required for inspection and testing.
- 5.2 Additionally, Buyer reserves the right to call for certificates or test certificates at any stage of manufacture or assembly. Those certificates shall clearly state Buyer's order numbers and any item or equipment numbers.
- 5.3 If, as a result of any inspection or test, Buyer finds that the Goods or any items comprised within it do not comply with the Order, or are unlikely to comply with it on completion of manufacture, processing or performance, Buyer may inform Supplier within 14 (fourteen) days of the inspection or testing, and Supplier shall take those steps as are necessary to ensure compliance before attempting any delivery.
- 5.4 **Packing, Marking and Delivery:** Delivery shall be at the Delivery Address, DDP Incoterms 2020, or any other Incoterms set out in the Order. A packing note quoting the number of the Order must accompany each Delivery and must be displayed prominently. The Goods shall be: a) marked in accordance with Buyer's instructions (including, at Buyer's request, with serial or batch numbers or similar unique markings) and any applicable regulations as well as all requirements under the applicable Incoterms; and b) properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. Should any of the Goods supplied be toxic, inflammable, or otherwise hazardous this should be clearly marked by Supplier on all packages and containers containing such Goods. Buyer shall not remove any marking or labels on the Goods.
- 5.5 **Approval and Acceptance:** after Delivery, notwithstanding Buyer's exercise of any right under 5.1-5.3, the Goods will be inspected by Buyer. Provided the Goods are not subject to Acceptance Testing, if Buyer has not rejected or notified Supplier of any non-conformity (whether in packaging, quantity, or quality) within 20 (twenty) Business Days from Delivery, the Goods shall be considered as Accepted. Initial receipt of the Goods at the Delivery Address, including signing of any delivery note or "goods receipt" shall in no case be deemed to be an Acceptance thereof by Buyer. In case of Acceptance Testing, where the Goods have not passed Acceptance, Supplier will (without affecting Buyer's other rights and remedies) promptly and at its expense carry out all necessary remedial work and resubmit the Goods to the tests. If the Goods has not successfully passed Acceptance Testing after 2 (two) attempts, the Buyer shall have the same remedies set out in article 4.3 (iii) to (v).
- 5.6 **Rejection and Return:** If the Goods have not passed Acceptance under article 5.5, risk in any Goods already delivered will be on Supplier and Supplier shall assume, at its own cost, the return of the Goods from Buyer.
- 5.7 **Transfer:** Risk (subject to 5.6 above) and title in the Goods shall pass to Buyer upon Delivery. Subject to any different arrangement under the applicable Incoterms, the Supplier shall be responsible for insuring the Goods until risk and title passes to Buyer.
- 5.8 **Licence:** Any Goods incorporating computer software or firmware owned by the Supplier or any third party shall, as a condition of the Contract, be accompanied with an implied, non-exclusive, royalty-free and perpetual licence to sell, distribute and use (or sub-licence the use) of such software or firmware as part of and in conjunction with such Goods.
- 6. SPECIFIC CLAUSES FOR THE PROCUREMENT OF SOFTWARE**
- These additional clauses apply only to the procurement of Software.**
- 6.1 **Delivery and Acceptance:** Supplier shall make Delivery of the Software either electronically or by other methods as detailed in the Order and, when applicable, install the same on-premises. The electronic Delivery occurs when Buyer downloads the Software from a URL or by using "software keys" specified by Supplier. In case of Delivery via physical media, article 5.4 shall also apply to such physical media. Unless the Software is subject to Acceptance Testing, it shall be considered Duly Delivered if Buyer has not notified the Supplier of any quantity or quality non-conformity (including with its operation) within 20 (twenty) Business Days from Delivery. In case of Acceptance Testing, where the Software has not passed Acceptance, Supplier will (without affecting Buyer's other rights and remedies) promptly and at its expense carry out all necessary remedial work and resubmit the Software to the tests. If the Software has not successfully passed Acceptance Testing after 2 (two) attempts, the Buyer shall have the same remedies set out in article 4.3 (iii) to (v). For any Software specifically developed for Buyer or to which article 8.2 applies, Supplier shall also deliver the relevant source code with associated Documentation and shall enter, upon request of Buyer, into an escrow agreement in such form and on such terms as reasonably required by Buyer.
- 6.2 **Software Licence:** Unless Buyer and Supplier have agreed in writing (signed on behalf of Buyer) additional conditions for any Software, Supplier hereby grants to Buyer without further charge the irrevocable right and worldwide non-exclusive licence for the term stated in the Order (or where no term is stated, a perpetual licence) to use, distribute, sell, install and maintain (directly or indirectly) the Software. The Buyer is also granted the right to reproduce and copy the Software for its maintenance or legitimate use. Additionally, the Buyer may enhance, adapt, modify, decompile, or reverse engineer the Software to the extent required to achieve the intended purpose of the Software. Any modifications made by the Buyer shall not nullify the warranties provided in articles 3.2 or 6.3. Buyer may also assign or sub-licence the foregoing rights (or any part thereof) to any of its Affiliates or customers. The grant of rights herein shall also include implementation (in accordance with the reasonable written instructions of Buyer) of new releases, versions, and upgrades to the Software. Supplier shall provide such reasonable training in respect of the Software as is necessary to allow Buyer and/or its users to use it. Where the Software is licensed directly to Buyer by Supplier's licensor, Supplier will procure for Buyer rights in all respects no less favourable than those it would have granted had it granted the rights directly under the foregoing licence. Buyer shall not modify, copy, decompile or reverse engineer the Software, save as otherwise permitted by law or the Contract.

- 6.3 **Additional Warranties:** Supplier warrants to Buyer that: (i) the Software incorporates security features reflecting the requirements of good industry practice; (ii) the Software will not contain any known computer code programming instruction that damages, interferes with, or otherwise adversely affects computer programme data files or hardware; (iii) new releases and upgrades will not cause a material diminution in the functionality or the performance of the Software; and (iv) under no circumstances, the Software shall contain or incorporate any software or other materials licensed from any third party under an Open Source Software Copyleft Licence. Articles 3.4 and 3.5 apply to any breach of these warranties.
- 6.4 **Maintenance:** At Buyer's request, Supplier shall provide such Software maintenance services as Buyer may require and in the event of such a request by Buyer, shall allow Buyer to enter into a maintenance agreement within a period of 12 months from the Delivery of Software in all respects on Supplier's standard conditions (including without limitation as to price and duration). Where, at any time, Buyer has not entered into a maintenance agreement it shall be entitled to maintain the Software itself, or by or through any third party.
7. **SPECIFIC CLAUSES FOR THE PROCUREMENT OF SERVICES**
These additional clauses apply only to the procurement of Services.
- 7.1 **Delivery and Acceptance:** From Delivery, Buyer shall be entitled to inspect and test the Services performed. Provided the Services are not subject to Acceptance Testing, if Buyer has not notified Supplier of any nonconformity in quality or quantity within 20 (twenty) Business Days from inspection/testing, the Services shall be considered as Accepted. Initial signing-off of the Services or the signature of time sheets by Buyer shall in no manner constitute Acceptance thereof by Buyer. In case of Acceptance Testing, where the Services have not passed Acceptance, Supplier will (without affecting Buyer's other rights and remedies) promptly and at its expense carry out all necessary remedial work and resubmit the Services to the tests. If the Services have not successfully passed Acceptance Testing after 2 (two) attempts, Buyer shall have the same remedies set out in article 4.3 (iii) to (v).
- 7.2 **Additional Warranties:** Supplier warrants to Buyer that: (i) the Services will be performed in a workmanlike manner by qualified, competent and experienced resources with the necessary knowledge, training, qualifications and skills and any necessary vetting or security clearances; (ii) Supplier will carry out pre-employment checks required by law and as reasonably requested by Buyer, from time to time, in respect of Supplier's personnel, and will provide evidence of the same upon Buyer's request; where providing information technology services or that otherwise require access to Buyer systems or that of its customers (iii) Supplier information security management system is compliant with ISO 27001; and (iv) Supplier will comply with any reasonably prescribed security measures and will not introduce, or allow to be introduced, any virus, or other cyber security threats into such systems. Article 3.4 and 3.5 shall apply to any breach of these warranties.
8. **INTELLECTUAL PROPERTY RIGHTS**
- 8.1 **Buyer's IPR:** All Buyer's information, materials, documentation and/or Specifications are provided to Supplier with a limited licence to use the material only for the exclusive purpose of performing its obligations under the Contract and all IPR included or arising therein shall, at all times, remain vested in Buyer or Buyer's licensors (as applicable).
- 8.2 Any IPR in the Deliverables specifically developed or customised for Buyer shall be vested in Buyer, and Supplier shall do such things and acts as required to ensure all such IPRs are assigned to Buyer from creation with full and unencumbered title (including to procure that Supplier personnel waive all moral rights that Supplier or Supplier Personnel have or may have in the work).
- 8.3 **Supplier's IPR Licence:** Supplier grants to Buyer an irrevocable (save for breach of Buyer), non-exclusive, worldwide royalty free and perpetual licence with respect to any Supplier IPR in the Deliverables for their use, distribution, sale, and supply. In case of Deliverables under 8.2, (provided no alteration is made to Supplier's Background IPR) the licence shall include the right to make or have made, enhancements, modifications, and new materials out of the Deliverables. Buyer may also assign or sub-licence its licence (or any part thereof) to any of its Affiliates and customers.
- 8.4 **IPR Warranty:** Supplier warrants that: (i) it has the right to use, exploit and licence Supplier's IPR in the Deliverables; (ii) Supplier's IPR in the Deliverables does not infringe the rights of any third party; and (iii) the lawful exercise of Buyer's rights and benefits under the licence in 8.3 does not and will not infringe the rights of any third party. Articles 3.4 and 3.5 shall apply to any breach of these warranties.
9. **PRICE, INVOICING AND PAYMENT**
- 9.1 **Price:** The Price shall be as stated in the Order and, unless otherwise specifically set out in the Order, is fixed and inclusive of all applicable charges, expense and costs, including Delivery, inspection and testing, packaging, travel, acceptance, accommodation, telephone calls, mailing, photocopying, meals, instruments, packing, shipping, carriage, insurance, taxes, fuels, import duties, and levies.
- 9.2 **Withholding Tax:** If Buyer is required by law to withhold any tax from a payment due to Supplier, Buyer shall deduct and pay to the relevant Tax Authority the applicable withholding tax. Upon request of the other party, Buyer shall provide reasonable documentary evidence of payment of such taxes and Supplier shall supply a declaration of tax residence on the prescribed forms and obtain certification by the United Kingdom (or other relevant) taxation authorities to confirm the applicability and availability of any reduced rate of withholding tax under the provisions of the relevant double taxation treaty (if applicable).
- 9.3 **Discount:** Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether included or not in any offer or quotation.
- 9.4 **Invoicing and Payment:** Supplier shall be entitled to invoice Buyer when the Deliverables are Duly Delivered. To be validly issued, each invoice shall be addressed to Buyer, quote the number of the Order, and include applicable VAT, where payable by Buyer. Unless otherwise stated in the Order, each undisputed invoice will be paid within sixty (60) days after receipt.
- 9.5 **Payment Methods:** all payment shall be made by electronic or automated payment systems only (e.g. Faster Payment, BACS, Direct Debit, CHAPS and/or SWIFT). The use of an alternative payment method is subject to Buyer's prior written agreement and Buyer reserves the right to pass on to the Supplier any additional costs it incurs in respect of such alternative payment method.
- 9.6 **Late Payment:** If any undisputed sum validly due and owing to Supplier remains outstanding, the Supplier will be entitled to request interest of two per cent (2%) per annum or the applicable statutory interest on late payment, if lower, on such sums.
- 9.7 **Set-off:** Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount at any time owing to it by Supplier against any amount payable by it to Supplier under the Contract or any other contract.
10. **CONFIDENTIALITY**
- 10.1 **Obligations:** Each party undertakes that: (a) it shall not at any time disclose to any person any Confidential Information of the other party except as permitted by article 10.3; (b) it shall use the Confidential Information only for the purpose of exercising its rights and performing its obligations under the Contract; and (c) shall apply the same security measures and degree of care to the Confidential Information as it applies to its own confidential information.
- 10.2 **Exceptions:** The above provisions shall not prevent the disclosure or use by either party of any Confidential Information which was in the lawful possession of the receiving party prior to disclosure under the Contract or which is or hereafter becomes, through no fault of that party, public knowledge or lawfully acquired or independently developed.
- 10.3 **Permitted Disclosure:** A party may disclose the other party's Confidential Information: (a) to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible, and where allowed by law or applicable procedure takes into account the reasonable requests of the other party in relation to resisting or the content of this disclosure; and (b) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause; and shall remain liable for any of their act or omission.
- 10.4 **Return and Destruction:** Upon expiry or earlier termination of the Contract for any reason or at any time upon the written request of the disclosing party, the receiving party shall: (a) destroy or return to the disclosing party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the disclosing party's Confidential Information; (b) erase all the disclosing party's Confidential Information from its computer and communications systems or which is stored in electronic form (to the extent technically and legally practicable and save for copies automatically created for back-up purposes); and (c) certify in writing to the disclosing party, upon its request, that it has complied with the requirements of this clause.
11. **DATA PROTECTION**
- 11.1 **Purpose of Processing:** Personal Data are reciprocally acquired by the parties using automated means and/or in paper forms and processed for the management and execution of the Contract, monitoring and improvement of the contractual relationship, exercise of the parties' rights or for compliance with applicable laws.
- 11.2 **Warranty:** each party warrants that all Personal Data supplied to the other party is sourced in compliance with Data Protection Laws.
- 11.3 **Controller:** each party will process the Personal Data received from the other party in accordance with the Data Protection Laws and shall be the Data Controller.
- 11.4 **Category of Personal Data:** Personal Data provided by the parties may include personal contact details, such as name, title, address, telephone numbers, business email addresses, organisation details and any other personal data provided in the context of the procurement of the Deliverables.
- 11.5 **Legal Basis:** The legal basis for processing Personal Data is the contractual relationship between the Data Subjects and Supplier or Buyer respectively, or, where appropriate, the explicit consent of the Data Subjects.
- 11.6 **Processing Period:** Personal Data will be processed throughout the term of the contractual relationship and subsequently for the period that prevailing legislation requires such Personal Data to be retained.
- 11.7 **Transfer:** Buyer may share the Personal Data with one or more of its Affiliates and with service providers retained to perform the Services on Buyer's behalf. Some of the Affiliates and service providers may be located in countries outside of the European Economic Area (EEA) that do not have Data Protection Laws that are equivalent to those of Supplier's country. However, Buyer takes adequate measures to ensure that Personal Data will, at all times, be

- protected in accordance with applicable regulations. A copy of the relevant mechanism can be obtained upon request to Buyer using the contact details below.
- 11.8 **Disclosure:** Each party may disclose Personal Data if required by law, upon receipt of a court order or subpoena, to cooperate with a law enforcement investigation or if necessary to exercise, establish or defend legal rights. Buyer reserves the right to report to law enforcement authorities any activities that Buyer, in good faith, believes to be unlawful.
- 11.9 **Subject Rights:** The Data Subjects may at all times exercise their rights of information, access, rectification, objection, erasing, restriction, and porting under the terms envisaged by the Data Protection Laws by contacting the Data Controller and have the right to lodge a complaint to the applicable supervisory authority.
- 11.10 **Buyer Contact details:** Privacy@emea.nec.com.
- 11.11 **Further Agreement:** Where for the performance of the Services, Supplier is required to process Personal Data on behalf of Buyer, Buyer as Data Controller will appoint Supplier as Data Processor and Supplier undertakes to enter into a data processing agreement in the format and on those terms that Buyer may reasonably require. It is understood, that in any event, Supplier shall process Personal Data in strict compliance with the Data Protection Laws and any instruction issued by Buyer.
- 12. INDEMNITY, LIABILITY & INSURANCE**
- 12.1 **Indemnification:** Supplier shall indemnify and hold Buyer harmless from and against all claims, losses, damages, costs (including legal and/or other professional fees and expenses), direct or indirect liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), fines, penalties, demands, proceedings and actions against Buyer or incurred by Buyer as a result of or in connection with: (i) any alleged or actual infringement in any part of the world of any third party's IPR or other rights, arising out of the use, sale, enjoyment or supply of the Deliverables; (ii) a breach of any warranty (express or implied) given by Supplier in relation to the Contract and/or the Deliverables; (iii) a breach of Supplier's obligations under the Data Protection, Export Regulations, Anti-corruption, Human Rights, Labour, Health & Safety articles hereunder; (iv) any claim made or brought by third parties (including customers of Buyer) to the extent that it relates to or arises from the Deliverables, including in relation to death, injury or damage to property due to defective Goods or performance of the Services.
- 12.2 Buyer shall: a) provide notice of any claim to Supplier without undue delay; b) where permitted by applicable law/procedure allow Supplier, if so requests, to have conduct of the settlement or defence subject to Supplier considering any reasonable request made by Buyer if it is likely to suffer any adverse publicity or detriment to its commercial interests; c) provide reasonable assistance and information at Supplier's cost; and c) refrain from making any settlement or admission of liability, provided Supplier is not delaying the settlement without a good cause.
- 12.3 In case of the indemnity under 12.1 i), Supplier shall at Buyer's request, with minimal disruption to Buyer or its customer, promptly and at its own expense either: a) procure for Buyer and/or its customer, as relevant, the right to continue selling, possess and use the Deliverables; b) modify or substitute the infringing Deliverables so that it becomes non-infringing provided that the modified/replaced Deliverables are in accordance with the Specifications, and in any event their functionality is not impaired or reduced.
- 12.4 The indemnity in 12.1 (i), (ii) and (iv) shall not apply to the extent the claim or liability is directly arising from a modification, use or installation of the Deliverables by Buyer or a third party not engaged by Supplier, other than in accordance with the Documentation or Specification.
- 12.5 **Limitation of Liability:** Supplier's total liability arising in connection with the performance or contemplated performance of an Order shall not exceed, for each occurrence, twice the value of the Order under which the event giving rise to the liability occurred. Such limitation of liability shall not apply in the case of: (i) tort of deceit or fraud; (ii) death or personal injury caused by negligence; (iii) under any indemnity (whether in respect of performance of the indemnity or its breach), including the indemnities in 12.1; or (iv) any breach of any regulatory requirement by Supplier which directly or indirectly results in the imposition of any fine or sanction on Buyer or Buyer otherwise incurring any liability.
- 12.6 **Insurance Requirements:** Supplier shall have in force and maintain adequate insurance policy with reputable insurance company in respect of its liabilities under the Contract and shall provide evidence of such insurance to Buyer upon request. The insurance cover shall in no event be construed as a limit on Supplier's liability.
- 13. EXPORT REGULATIONS**
- 13.1 **Compliance with laws:** Supplier shall comply with all and any Sanctions and Export Control Laws which are applicable to any Deliverable.
- 13.2 **Warranty and Disclosure:** Supplier represents and warrants that no Deliverable under the Contract is subject to Sanctions and Export Controls Laws. Should any Deliverable be subject to Sanctions and Export Control Laws, Supplier shall inform Buyer thereof at the time of receiving the Order and immediately upon any change during the term of the Contract.
- 13.3 **Information and Documentation:** Supplier expressly undertakes to provide Buyer, at no extra cost, with sufficient information and clarification, as may be reasonably requested by Buyer, from time to time, including technical classification, Harmonised System code and supporting product description documentation in order for Buyer to confirm the export control classification.
- 13.4 **Export Licences:** In the event that the supply of a Deliverable by Supplier is subject to obtaining an export licence, it shall be the responsibility of Supplier to obtain such a licence from the appropriate authorities and to comply strictly with its terms.
- 14. ANTI-CORRUPTION**
- 14.1 Supplier shall not, and shall procure that its employees and agents shall not offer, give or agree to give any person, or accept or agree to accept from any person, whether for itself or on behalf of another, any gift, payment, consideration, financial or non-financial advantage or benefit of any kind, which constitutes an illegal or corrupt practice under the laws and/or regulations of any country, including but not limited to the Bribery Act 2010 and the FCPA 1976 (the "**Anti-Corruption Obligation**").
- 14.2 Supplier shall: a) comply with the NEC Anti-corruption and Bribery policy made available to Supplier; b) monitor its employees, agents and sub-contractors to ensure compliance with the Anti-Corruption Obligation; and c) immediately disclose in writing to Buyer details of any breach of the Anti-Corruption Obligation or the NEC Anti-corruption and Bribery policy.
- 15. ENVIRONMENTAL OBLIGATIONS**
- 15.1 **Compliance:** In addition to compliance with Buyer Policies, Supplier shall comply with all applicable environmental laws, regulations and standards in the supply of Goods and Services. Supplier is also required to measure, manage, and mitigate their carbon emissions in accordance with applicable laws.
- 15.2 **Disposal:** Supplier shall use reasonable endeavour to ensure that Goods do not necessitate disposal via landfill and shall use reusable plastic wrapping in the packaging and delivery.
- 15.3 **Reporting:** Supplier shall support any reasonable request from Buyer to provide information required for Buyer to comply with Environmental, Social and Governance (ESG) disclosure, reporting obligations or sustainability commitments. This includes compliance with any voluntary disclosure or reporting standards to which the Buyer has committed to. The Supplier must provide such information in the format specified by the Buyer, using the prescribed method, and adhering to the quality standards set by the Buyer. The information to be provided may include, but is not limited to, details required for the Buyer's purchasing decisions or for third-party verification purposes.
- 16. HUMAN RIGHTS, LABOUR, HEALTH, AND SAFETY**
- In all of its activities, Supplier shall: (i) comply with all laws, statutes, regulations and codes from time to time in force in the countries in which Supplier operates relating to human rights, labour, anti-slavery, responsible sourcing of minerals, anti-discrimination, and health and safety; (ii) comply with internationally recognised standards including the ILO Declaration on Fundamental Principles and Rights at Work, the ILO Core Labour Standards and the UN Universal Declaration of Human Rights; (iii) maintain policies and procedures in its organisation and supply chain at a level of requirements no less onerous than those set out in the NEC Group Human Rights Policy ([link](#)); (iv) not engage in any activity, practice or conduct, in any part of their organisation and supply chain, that would constitute an offence against human rights under laws, statutes and regulations such as but not limited to articles 1, 2 and 4 of the UK Modern Slavery Act 2015; (v) include in contracts with its direct subcontractors and suppliers provisions equivalent to those set out in this clause; (vi) not use forced or child labour, with "child" as defined in the UN Convention on the Rights of the Child (1989); and (vii) conduct risk-based human rights and environmental due diligence.
- 17. WHISTLEBLOWING**
- The Supplier should provide a mechanism to allow concerns to be reported without fear of retaliation. This should include the possibility to report anonymously where possible. In addition, if the Supplier witnesses and/or suspects serious wrongdoings relating to fraud or corruption, a breach of environmental, labour, health and safety, human rights or modern slavery laws and regulations by the Buyer or a serious noncompliance with NEC's Responsible Business Guidelines, the Supplier may use the Buyer's external confidential reporting line Safecall at <https://www.safecall.co.uk/file-a-report/> or nec@safecall.co.uk or by email to rbc@emea.nec.com.
- 18. TERMINATION**
- 18.1 **Cancellation:** Buyer shall be entitled to cancel the Order in respect of all or part of the Deliverables (but without prejudice to the accrued rights of Buyer) with no liability to Supplier by giving notice to Supplier at any time prior to Delivery. Where cancellation occurs less than 2 weeks before Delivery or any time thereafter, Buyer's sole liability shall be to pay to Supplier the Price for the cancelled Goods, less Supplier's cost saving arising from cancellation and/or the Price for any Deliverables Duly Delivered, as applicable.
- 18.2 **Termination for cause by Buyer:** Buyer shall be entitled to immediately terminate the Contract without liability to Supplier and without prejudice to any other right or remedy available to Buyer under the Contract or at law or equity, by giving notice to Supplier at any time if:
- 18.2.1 Supplier fails to Deliver any Deliverables in conformity with the Contract by the due date;
- 18.2.2 Supplier commits a material breach of any of these Conditions which cannot be remedied or, where the breach is remediable, has failed to remedy within 7 (seven) days after being notified by Buyer in writing. A breach of any warranty or article 3.4 (Buyer Policies), 14 (Anti-Corruption), 15 (Environmental Obligations) and 16 (Human Rights, Labour, Health and Safety) by Supplier, including where Supplier has unreasonably refused to provide information or evidence of its compliance, shall be deemed to be a material breach.

- 18.2.3 Supplier becomes insolvent, unable to pay its debts when they fall due, subject to bankruptcy or has a receiver or administrator appointed under insolvency law.
- 18.2.4 Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 18.2.5 Supplier has a change of Control or becomes sanctioned under Sanctions and Export Control Laws.
- 18.3 **Termination for cause by Supplier:** Supplier shall be entitled to immediately terminate the Contract without liability to Buyer and without prejudice to any other right or remedy available to Supplier under the Contract or at law or equity, by giving notice to Buyer at any time if:
- 18.3.1 Buyer commits a material breach of any of these Conditions which cannot be remedied or, where the breach is remediable, has failed to remedy within 30 (thirty) days after being notified by Supplier in writing.
- 18.3.2 Buyer becomes insolvent, unable to pay its debts when they fall due, subject to bankruptcy or has a receiver or administrator appointed under insolvency law.
- 18.3.3 Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 18.4 Upon termination or cancellation of the Contract/Order, Buyer may recover any advance payment made for Deliverables which have not been Duly Delivered and Supplier shall make such refund within 60 days of request.
- 18.5 **Survival:** Clause 1 (Definitions and Interpretation), 2 (Basis of Purchase), 8 (Intellectual Property Rights), 9 (Price, Invoicing and Payment), 10 (Confidentiality), 11 (Data Protection), 12 (Indemnity and Liability), 15.3 (Reporting), and 19 (Miscellaneous), together with any Supplier's licence and warranty set out in the Conditions shall survive termination/expiry of the Contract.
- 19. MISCELLANEOUS**
- 19.1 **Relationship of the Parties:** The relationship between Buyer and Supplier is that of a purchaser and a seller. Nothing in the Contract shall be construed to establish a joint venture, partnership, agency, or employment relationship between them. Save where expressly stated in the Contract, neither party will have authority to act on behalf of or otherwise to bind the other.
- 19.2 **Assignment and Subcontracting:** The Contract is personal to Supplier and Supplier shall not assign, novate, transfer or subcontract any of its rights or obligations under the Contract to any person, or purport to do any of the foregoing, without the prior written consent of Buyer. Supplier shall remain responsible for any act or omission of any subcontractor. Buyer may assign, novate, or transfer the Contract to any of its Affiliates upon notification to Supplier.
- 19.3 **Records:** Supplier shall keep and maintain proper, accurate, complete and reasonably detailed records and books relating to the performance of the Contract and provide a copy to Buyer upon request.
- 19.4 **Audit:** Supplier shall permit and fully cooperate with Buyer, its customers or a third party engaged by them to audit Supplier, during business hours and on reasonable advance notice, with respect to its compliance with its obligations under the Contract and Supplier's processes and quality assurance arrangements. Buyer shall be liable for its own costs of the audit, except where Supplier is found to be in breach of the Contract, in which case Supplier shall bear/reimburse Buyer's costs.
- 19.5 **Notices:** All notices shall be in writing, in English language and delivered by hand, courier service or sent by first class post to the address of the other party stated on the Order, or such other address notified in accordance with this article and shall be deemed received on actual receipt or 2 (two) working days after posting (5 (five) days in case of international posting), as relevant. In case of a notice to Buyer, a concurrent copy shall be sent to Legal@emea.nec.com.
- 19.6 **Service of Process:** Supplier shall appoint and maintain a process agent in England to receive on its behalf service of any legal proceedings, and related enforcement, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such agent (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such process agent upon Buyer's request and, subsequently, promptly upon any change.
- 19.7 **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.8 **Severability:** If any provision of the Contract is or becomes invalid, illegal, or unenforceable, then such provision shall be severed, and the remainder of the Contract shall continue with full force and effect.
- 19.9 **Variation:** The Contract can only be varied by written instrument signed by duly authorised representatives of both Buyer and Supplier.
- 19.10 **Third-party Rights:** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 19.11 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and, subject to 19.12 below, the parties hereby submit to the exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.
- 19.12 **Arbitration:** Where the Supplier is established in the People's Republic of China (PRC) or the United States of America, all disputes arising out of or in connection with the present Contract shall be finally settled under the

- Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat and place of arbitration shall be London (United Kingdom) and the language shall be English. No award or procedural order made in the arbitration shall be published.
- 19.13 **Exclusion of UN Convention:** Buyer and Supplier expressly exclude the application of the United Nations Convention Contracts for the International Sale of Goods (1980) to any sales under an Order.

NEC COUNTRY SPECIFIC CONDITIONS OF PURCHASE FOR NEC IBERICA S.L.U. AND ITS BRANCH OFFICE(S)

These Country Specific Conditions of Purchase apply to any Order issued by Buyer where the Supplier is established in a country which is a member of the EEA (European Economic Area) or EFTA (European Free Trade Association), except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEVIATIONS FROM THE GENERAL CONDITIONS

- 1.1 **“Buyer”:** NEC Iberica S.L.U. or its branch office issuing the Order.
- 1.2 **Service of Process:** Supplier shall appoint and maintain an address for service in the country of the Buyer to receive on its behalf service of any legal proceedings, and related enforcements, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such address (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such address upon Buyer’s request and, subsequently, promptly upon any change.
- 1.3 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Spain and the parties hereby submit to the exclusive jurisdiction of the courts of the city of Madrid (Spain). Notwithstanding the foregoing, Buyer shall have the right to file any action necessary in any court of competent jurisdiction to seek specific performance, an injunction or other equitable relief. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.

NEC COUNTRY SPECIFIC CONDITIONS OF PURCHASE FOR NEC DEUTSCHLAND GMBH AND ITS BRANCH OFFICE(S)

These Country Specific Conditions of Purchase apply to any Order issued by Buyer where the Supplier is established in a country which is a member of the EEA (European Economic Area) or EFTA (European Free Trade Association), except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEVIATIONS FROM THE GENERAL CONDITIONS

- 1.1 **“Buyer”:** NEC Deutschland GmbH or its branch office issuing the Order.
- 1.2 **Service of Process:** Supplier shall appoint and maintain an address for service in the country of the Buyer to receive on its behalf service of any legal proceedings, and related enforcements, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such address (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such address upon Buyer’s request and, subsequently, promptly upon any change.
- 1.3 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Germany and the parties hereby submit to the exclusive jurisdiction of the courts of Düsseldorf (Germany). Notwithstanding the foregoing, Buyer shall have the right to file any action necessary in any court of competent jurisdiction to seek specific performance, an injunction or other equitable relief. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.

NEC COUNTRY SPECIFIC CONDITIONS OF PURCHASE FOR NEC LABORATORIES EUROPE GMBH AND ITS BRANCH OFFICE(S)

These Country Specific Conditions of Purchase apply to any Order issued by Buyer where the Supplier is established in a country which is a member of the EEA (European Economic Area) or EFTA (European Free Trade Association), except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEVIATIONS FROM THE GENERAL CONDITIONS

- 1.1 **“Buyer”:** NEC Laboratories Europe or its branch office issuing the Order.
- 1.2 **Service of Process:** Supplier shall appoint and maintain an address for service in the country of the Buyer to receive on its behalf service of any legal proceedings, and related enforcements, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such address (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such address upon Buyer’s request and, subsequently, promptly upon any change.

- 1.3 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Germany and the parties hereby submit to the exclusive jurisdiction of the courts of Heidelberg (Germany). Notwithstanding the foregoing, Buyer shall have the right to file any action necessary in any court of competent jurisdiction to seek specific performance, an injunction or other equitable relief. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.

NEC COUNTRY SPECIFIC CONDITIONS OF PURCHASE FOR NEC PORTUGAL – TELECOMUNICAÇÕES E SISTEMAS, S.A. AND ITS BRANCH OFFICE(S)

These Country Specific Conditions of Purchase apply to any Order issued by Buyer where the Supplier is established in a country which is a member of the EEA (European Economic Area) or EFTA (European Free Trade Association), except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEVIATIONS FROM THE GENERAL CONDITIONS

- 1.1 **“Buyer”:** NEC Portugal – Telecomunicações e Sistemas, S.A. or its branch office issuing the Order.
- 1.2 **Service of Process:** Supplier shall appoint and maintain an address for service in the country of the Buyer to receive on its behalf service of any legal proceedings, and related enforcements, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such address (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such address upon Buyer’s request and, subsequently, promptly upon any change.
- 1.3 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Portugal and the parties hereby submit to the exclusive jurisdiction of the courts of the city of Lisbon (Portugal). Notwithstanding the foregoing, Buyer shall have the right to file any action necessary in any court of competent jurisdiction to seek specific performance, an injunction or other equitable relief. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.

NEC COUNTRY SPECIFIC CONDITIONS OF PURCHASE FOR NEC FRANCE S.A.S. AND ITS BRANCH OFFICE(S)

These Country Specific Conditions of Purchase apply to any Order issued by Buyer where the Supplier is established in a country which is a member of the EEA (European Economic Area) or EFTA (European Free Trade Association), except where the Order is issued pursuant to a specific agreement referenced in the Order, in which case the provisions of such agreement shall apply.

1. DEVIATIONS FROM THE GENERAL CONDITIONS

- 1.1 **“Buyer”:** NEC France S.A.S. or its branch office issuing the Order.
- 1.2 **Service of Process:** Supplier shall appoint and maintain an address for service in the country of the Buyer to receive on its behalf service of any legal proceedings, and related enforcements, for any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. Such service shall be deemed completed on Delivery to such address (whether or not it is forwarded to and received by the Supplier). Supplier shall inform of such address upon Buyer’s request and, subsequently, promptly upon any change.
- 1.3 **Governing Law and Jurisdiction:** The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by the laws of France and the parties hereby submit to the exclusive jurisdiction of the courts of Paris (France). Notwithstanding the foregoing, Buyer shall have the right to file any action necessary in any court of competent jurisdiction to seek specific performance, an injunction or other equitable relief. Notwithstanding the foregoing, Buyer shall not be prevented from taking proceedings related to a dispute, including to seek specific performance, an injunction or other equitable relief, in any other courts in any jurisdiction.