

**MOOVE LUBRICANTS LIMITED**  
**TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR**  
**SERVICES ("THE TERMS")**

These Terms are established by Moove Lubricants Limited, a company incorporated in England and registered with Companies House under registration number 02075698, having its registered office at Dering Way, Gravesend, Kent, DA12 2QX, together with its Affiliates as defined below (referred to herein as "**Moove**"):

**1. DEFINITIONS AND INTERPRETATION**

In these Terms, the following terms shall have the meanings set out below:

**"Affiliate"** means, with respect to Moove or the Supplier, any of its subsidiaries, affiliated companies and/or ultimate parent companies, in accordance with the relevant provision of the section 1162 Companies Act 2006 as updated and amended from time to time.

**"Business Hours"** means the period from 9.00 am to 5.00 pm on any Business Day.

**"Business Days"** means any day that is not a Saturday, Sunday or public holiday in England.

**"Contract"** means the contract between Moove and the Supplier for the supply of Goods or Services, or Goods and Services, incorporating these Terms and the PO.

**"CMR Substances"** means substances classified as Carcinogenic (category 1A or 1B), Mutagenic (category 1A or 1B), or Reprotoxic (category 1A or 1B) under the REACH Regulation.

**"Confidential Information"** means the terms of the Contract, any Product Order, any business, marketing, technical, scientific, financial or other information, specifications, designs, plans, drawings, software, prototypes, or process techniques of Moove or any of its Affiliate's or third parties that are reasonably understood as confidential at the time of disclosure, including the identity of the parties and the fact of their business relationship, any non-public information and materials comprising or relating to Moove's or its any of its Affiliate's Intellectual Property Rights, trade secrets, or other sensitive or proprietary information disclosed hereunder, whether orally or in writing, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential, and all other information that the Supplier knew, or reasonably should have known, was Moove's or any of its Affiliate's confidential information.

**"Data Protection Legislation"** means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Moove or the Supplier is subject, which relates to the protection of personal data.

**"Deliverables"** means any output of the Services to be provided by the Supplier or its agents, contractors and employees as part of or in relation to the Services including all documents, products and materials provided to Moove in connection with the Services.

**"Delivery Date"** means the date for delivery of the Products as set out in the Purchase Order.

**"Delivery Location"** means the address for delivery of the Products as set out in the Purchase Order.

**"EU GDPR"** means the General Data Protection Regulation (EU) 2016/679.

**"Export Laws"** means the laws, regulations or orders of the United Kingdom, European Union ("EU"), and any other jurisdiction applicable to the terms of the Contract and performance thereof, imposing trade, financial or other economic sanctions on countries (including, but not limited to, the Russian Federation), individuals, or entities and/or regulating the export, re-export, import, transfer, disclosure, or any other means of direct or indirect provision, or end use, of the Products and/or Services.

**"Force Majeure"** means any circumstances whatsoever which are not within a party's reasonable control, including but not limited to war, hostilities, terrorist activity, cyber-attacks, government restrictions, pandemics or natural disasters.

**"Identification"** means any resemblance to Moove's (or any of its Affiliate's) trade names, trademarks, service marks, insignia, symbols, logos, or other designations or drawings.

**"Improper Conduct"** means any corrupt practices (including improper payments), fraud, bribery, deception, or similar financial or procedural wrongdoing.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights 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.

**"Materials"** means any and all materials, equipment, tools, drawings, specifications and/or data that may be supplied by Moove to the Supplier under or in connection with the Contract.

**"Products"** means the goods, materials, equipment and/or software to be provided by the Supplier under the Contract as specified in a Purchase Order.

**"Purchase Order" or "PO"** means a written order issued by Moove or any of its Affiliates for the supply of Products and/or Services by the Supplier, with these Terms embedded in a hyperlink.

**"REACH Regulation"** means Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals and the UK REACH Regulation (retained EU law).

**"Restricted Party"** means any person (entity or individual) that is identified on any US, EU or UK restricted party list, including but not limited to the Specially Designated Nationals ("SDN") and Blocked Persons List ("SDN List"), maintained by the US Treasury Department's Office of Foreign Assets Control ("OFAC") and any party owned fifty percent (50%) or more,

individually or in the aggregate, by one or more SDNs; the Denied Persons, Unverified, and Entity Lists, maintained by the US Department of Commerce; the Debarred Parties list and the Non-proliferation Sanctions List maintained by the US State Department; the EU Consolidated List of Designated Parties, maintained by the European Union and any party majority owned or controlled by a Designated Party; the lists of sanctioned parties maintained by EU Member States and/or the UK including, but not limited to, the UK Sanctions List and the Consolidated List of Assets Freeze Targets, maintained by HM Treasury (UK) and any party owned or controlled by a party subject to sanction pursuant to such lists; and the UN Consolidated List, maintained by the UN Security Council Committee.

**"Services"** means the services, including any Deliverables, to be provided by the Supplier under the Contract as specified in a Purchase Order.

**"Spill"** means any escape, spillage, discharge, leak, or release of Products, or any accident or emergency incident involving Products and/or Services.

**"Supplier"** means the party supplying Products and/or Services to Moove under the Contract.

**"Terms"** means the terms and conditions set out in this document, as may be amended from time to time in accordance with clause 5.11 of these Terms.

**"UK GDPR"** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- A reference to a party includes its personal representatives, successors and permitted assigns.
- A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to writing or written excludes fax but not email.

## 2. GENERAL PROVISIONS

- These Terms apply to the Contract and shall be deemed incorporated in and to be a condition of any Contract between the Supplier and Moove.
- These Terms together with any supplementary terms or conditions included in the PO that are not inconsistent with these Terms shall have precedence over any terms or conditions set out in the Supplier's order form or any other documents emanating from the Supplier, or its agents (the **"Supplier's Acceptance Documents"**) and any such Supplier terms or conditions will have no effect unless expressly accepted in writing by Moove.
- Any terms or conditions set out in the Supplier's Acceptance Documents are expressly rejected and superseded by these Terms unless expressly accepted in writing by Moove. Moove's failure to object to any provisions in the Supplier's Acceptance Documents shall not constitute acceptance of those terms or conditions, or a waiver of any of these Terms. The Supplier waives any right it might

otherwise have to rely on any terms or conditions endorsed upon, delivered with or contained in any documents of the Supplier (including the Supplier's Acceptance Documents) that are inconsistent with these Terms.

- The PO constitutes an offer by Moove to purchase, as applicable, the Products or Services, or Products and Services, from the Supplier in accordance with these Terms.
- The PO and these Terms shall be deemed to be accepted by the Supplier on the earlier of: (i) the Supplier issuing an acknowledgement or acceptance of the PO (whether oral, written, or otherwise), or (ii) the Supplier beginning performance under the PO or doing any act consistent with fulfilling the PO, at which point and on which date the Contract shall come into existence.

## 3. SUPPLY OF PRODUCTS

This clause 3 and clause 5 shall apply if Moove is purchasing Products from the Supplier.

### 3.1. PRODUCT SPECIFICATIONS AND WARRANTIES

- The Supplier represents and warrants to Moove and its customers that the Products shall be new, merchantable, of satisfactory quality, free from defects in design, material, and workmanship (and remain so for 12 months after delivery), and where applicable, shall conform to and perform according to specifications provided or accepted by Moove and shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products. For Products with manufacturers' warranties, the Supplier shall assign such warranties to Moove and its customers and shall provide warranty details upon request.
- Any repaired or replaced products shall benefit from and be subject to the same provisions set out in clause 3.1(a) as if they were new Products.
- The warranties set out in this clause 3.1, along with any other service warranties and guarantees from the Supplier, survive inspection, testing, acceptance, and payment, and shall extend to and be assignable by Moove, its customers, their successors and assigns.

### 3.2. DELIVERY AND SHIPPING

- The Supplier shall deliver the Products on the Delivery Date, to the Delivery Location and during Business Hours, or as otherwise set out in the PO or instructed by Moove.
- The Supplier must, unless instructed otherwise by Moove: (i) deliver the Products in accordance with clause 3.1(a) above; (ii) follow the delivery instructions set out in the PO; and (iii) include the PO number on all packaging and shipping documentation. The Supplier shall provide sufficient protective packaging at no extra cost and accepts full responsibility for damage to the Products resulting from inadequate packing or shipping.
- Time for delivery is of the essence and deemed essential to the Contract.

- (d) Delivery of the Products shall be completed on the completion of unloading the Products at the Delivery Location or as otherwise agreed between the parties and specified in the PO.

(e) If the Supplier:

- (i) delivers less than 95% of the quantity of Products ordered, Moove may reject the Products; or
- (ii) delivers more than 105% of the quantity of Products ordered, Moove may at its discretion reject the Products or the excess Products and any rejected Products shall be returnable at the Supplier's risk and expense.

If the Supplier delivers more or less than the quantity of Products ordered, and Moove accepts the delivery, a pro rata adjustment shall be made to the invoice for the Products.

- (f) The Supplier shall not deliver the Products in instalments without Moove's prior written consent. Where it is agreed that the Products are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Moove to the remedies set out in these Terms.
- (g) Title in the Goods shall pass to Moove on completion of delivery in accordance with clause 3.2(g) above, or as otherwise agreed between the parties and set out in the relevant PO.
- (h) The Supplier must declare and keep Moove updated at all times about the country of origin of the Products.
- (i) The material transfer documentation for the Products must comply with all regulations from the country of origin and the destination country of the Products.

### 3.3. DELIVERY DELAYS

- (a) The Supplier must notify Moove immediately upon becoming aware of any inability to meet a specified Delivery Date and propose alternative Delivery Dates. During such delays, the Supplier shall employ accelerated measures at no additional cost to Moove, including expedited materials, premium transportation by road, sea or air, or overtime labour to meet the revised Delivery Dates.
- (b) If delivery delays or proposed new Delivery Dates are unacceptable to Moove, Moove may cancel the PO and/or terminate the Contract with immediate effect, in each case without liability to the Supplier and in addition to any other available legal rights and remedies.
- (c) If the Products are not delivered on the Delivery Date or any new Delivery Date that is accepted by Moove, or do not comply with the warranties set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Products, Moove may, at its sole discretion, exercise any one or more of the following rights and remedies, in each case without liability to the Supplier and in addition to any other available legal rights and remedies:
- (i) to cancel the relevant PO;
  - (ii) to terminate the Contract;

- (iii) to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (iv) to require the Supplier to repair or replace the rejected Products;
- (v) to require the Supplier to provide a price reduction or a full refund of the price of the rejected Products (if paid);
- (vi) to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;
- (vii) to recover from the Supplier any costs incurred by Moove in obtaining substitute products from a third party; and
- (viii) to claim damages for any other costs, loss or expenses incurred by Moove which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

### 3.4. INSPECTION AND ACCEPTANCE

- (a) Moove reserves reasonable time following delivery to inspect, test and accept Products. Risk in the Products shall only pass to Moove once it has expressly accepted the Products. Even if risk in the Products has passed to Moove, this shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- (b) If following inspection, Moove discovers defective or non-conforming Products, Moove may, without prejudice to other available rights or remedies: (a) return such Products at the Supplier's expense for refund, credit, repair, or replacement, at Moove's discretion; or (b) obtain a price reduction from the Supplier.

### 3.5. PRODUCT RECALL

- (a) If any Product is subject to recall, withdrawal, or safety alert, the Supplier shall immediately notify Moove and bear all costs for recall, replacement, and related expenses.

### 3.6. RIGHT OF ACCESS AND QUALITY REVIEW

- (a) Moove may conduct audits of Supplier facilities, inspect Products, and reject non-conforming Products at the Supplier's expense.
- (b) Moove may, with no less than three (3) days' prior notice, enter the Supplier's premises during Business Hours to conduct inspections or quality reviews related to the Supplier's performance under the Contract.

## 4. SUPPLY OF SERVICES

This clause 4 and clause 5 shall apply if the Supplier is providing Services to Moove.

### 4.1. SERVICES

- (a) The Supplier shall from the date set out in the relevant Purchase Order and for the duration of the Contract supply the Services to Moove in accordance with the terms of the Contract.
- (b) The Supplier shall meet any performance dates for the Services specified in the relevant Purchase Order or that Moove notifies to the

Supplier and time is of the essence in relation to any of those performance dates.

- (c) The relationship of the Supplier to Moove will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of Moove and the Supplier shall not hold itself out as such.

#### 4.2. SERVICE RESPONSIBILITIES

In providing the Services, the Supplier shall:

- (a) co-operate with Moove in all matters relating to the Services, and comply with all instructions of Moove;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and in conformity with any requirements of applicable law;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the relevant Purchase Order, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services and ensure that all equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant UK standards;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Moove, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of Moove's premises;
- (h) not do or omit to do anything which may cause Moove to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Moove may rely or act on the Services; and
- (i) comply with any additional obligations as set out in the relevant Purchase Order or that Moove notifies to the Supplier from time to time.

#### 4.3. REMEDIES FOR NON-PERFORMANCE OF SERVICES

- (a) If the Supplier fails to perform the Services by the applicable date set out in the relevant Purchase Order and/or has supplied Services that do not comply with the requirements of clause 4.1 or **Error! Reference source not found.** above then, Moove may, at its sole discretion, exercise any one or more of the following rights and remedies, in each case without liability to the Supplier and in addition to any other available legal rights and remedies:
  - (i) to cancel the relevant PO;
  - (ii) to terminate the Contract;

- (iii) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (iv) to require the Supplier to provide repeat performance of the Services;
- (v) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (vi) to require the Supplier to provide a price reduction or a full refund of the price of the rejected Service (if paid);
- (vii) to recover from the Supplier any costs incurred by Moove in obtaining substitute services or deliverables from a third party; and
- (viii) to claim damages for any other costs, loss or expenses incurred by Moove which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract

### 5. GENERAL

#### 5.1. PRICING AND PAYMENT

- (a) The price of the Products shall be the price set out in the PO and shall be inclusive of the costs of packaging, insurance and carriage of the Products. No extra charges shall apply unless expressly agreed in writing by Moove.
- (b) The price for the Services shall be the price set out in the PO. Unless otherwise agreed in writing by Moove, the price for the Services shall include each and every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. No extra charges shall apply unless expressly agreed in writing by Moove.
- (c) The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Moove to inspect such records at all reasonable times on request.
- (d) All prices set out in the PO shall be, in respect of the Products, the maximum charges for the Products and, in respect of the Services, the full and exclusive remuneration of the Supplier in respect of the performance of the Services (as applicable), unless expressly agreed otherwise by Moove.
- (e) In respect of the Products, the Supplier may invoice Moove for the price of the Products on or at any time after the completion of delivery in accordance with clause 3.2 above. In respect of the Services, the Supplier may invoice Moove on completion of performance of the Services. In each case, the Supplier shall ensure that the invoice includes the date of the PO, the invoice number and any supporting documents that Moove may reasonably require.
- (f) Invoice payment terms for the purchase of Products and/or Services in the United Kingdom are one hundred and twenty (120) days from receipt by Moove of a valid invoice from the Supplier, unless the PO specifies differently.

- (g) Invoice payment terms for the purchase of Products and/or Services in other countries will be agreed in writing between the parties.
- (h) Moove may at any time, without notice to the Supplier, set off any liability of the Supplier to Moove (or any of its Affiliates) against any liability of Moove (or any of its Affiliates) to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract or any other contract or agreement between Moove (or any of its Affiliates) and the Supplier. If the liabilities to be set off are expressed in different currencies, Moove may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Moove of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## 5.2. INTELLECTUAL PROPERTY

- (a) All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Materials) shall be owned by the Supplier.
- (b) The Supplier grants to Moove, or shall procure the direct grant to Moove of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Materials) for the purpose of receiving and using the Services and the Deliverables.
- (c) The Supplier acknowledges that all Intellectual Property Rights in the Materials are and shall remain the exclusive property of Moove.

## 5.3. MOOVE MATERIALS

- (a) The Supplier acknowledges that all Materials supplied by Moove to the Supplier are and shall remain the exclusive property of Moove. The Supplier shall keep the Materials in safe custody at its own risk and will not use them for any purpose not connected with the Contract. The Supplier shall maintain the Materials in good condition until returned to Moove and not dispose of or use the same other than in accordance with Moove's written instructions or authorisation.
- (b) On termination or expiry of the Contract, or at any time following a request from Moove to do so, the Supplier shall immediately return all Materials to Moove. If the Supplier fails to do so, then Moove may enter the Supplier's premises and take possession of them.

## 5.4. TRADE-MARKS AND LOGOS

- (a) The Supplier must remove or obliterate any Identification before using or disposing of material rejected or not purchased by Moove.

## 5.5. CONFIDENTIAL INFORMATION

- (a) The Supplier acknowledges that all information provided by Moove in connection with the Contract is Confidential Information.
- (b) The Supplier undertakes that it shall at all times maintain the confidentiality of Confidential Information and shall not at any time disclose to any person any Confidential Information except as permitted by clause 5.5(c) below.

- (c) The Supplier may not use Confidential Information for any other purpose other than to fulfil PO obligations and exercise the Supplier's rights and perform the Supplier's obligations under or in connection with the Contract. The Supplier may only disclose Confidential Information to its employees, officers, contractors, or third parties who need to know such Confidential Information for the purposes of the PO and the Contract and who are themselves bound by confidentiality obligations at least as restrictive as provided herein. The Supplier will ensure that the Supplier's employees, officers, contractors, or third parties to whom the Supplier discloses Confidential Information comply with this clause 5.5.
- (d) The Supplier assumes full responsibility for any disclosure or use of Confidential Information by its employees, officers, contractors, or third parties that is not permitted by this clause 5.5.
- (e) Upon Moove's written request, the Supplier must promptly return to Moove and/or destroy all Confidential Information within five (5) Business Days and certify such destruction.
- (f) The Supplier acknowledges and agrees that a breach or threatened breach by the Supplier of any of its obligations under this clause 5.5 could cause irreparable harm to Moove for which monetary damages would not be an adequate remedy; and in the event of a breach or a threatened breach by Supplier of any such obligations, Moove shall, in addition to any and all other rights and remedies that may be available to it at law, in equity or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction.
- (g) Where parties have executed separate non-disclosure agreements covering the PO subject matter, such agreements supersede this section to the extent applicable.
- (h) This clause 5.5 will survive termination or expiry of the Contract.

## 5.6. PUBLICITY RESTRICTIONS

- (a) The Supplier shall not use Moove's name or Identification, or the names of Moove's customers in public statements or publicise the business relationship with Moove, without Moove's prior written consent.

## 5.7. LIMITATION ON LIABILITY

- (a) Nothing in these Terms will limit or exclude either party's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), or (ii) fraud or fraudulent misrepresentation; or (iii) any other matter in respect of which it would be unlawful to exclude or restrict liability.
- (b) Moove will under no circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) any loss of or damage to (i) profit; (ii) revenue; (iii) data; (iv) business; (v) use; or (vi) goodwill; or (b) any indirect or consequential loss or damage arising under, out of or in connection with the Contract or the supply of any Products and/or Services.



- (c) Moove's total liability to the Supplier in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the lower of:

- (i) ten million pounds (£10,000,000); or
- (ii) one hundred percent (100%) of the price of the Products and/or Services that are set out in the relevant PO.

#### 5.8. INDEMNIFICATION AND INSURANCE

- (a) The Supplier agrees on demand to indemnify and keep indemnified and hold harmless Moove, its Affiliates, their respective customers, and their respective directors, officers, employees, agents, subcontractors, and representatives (collectively "Moove" for this section) against all claims, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), damages, liabilities, costs (including reasonable legal fees), penalties, and expenses of any nature arising from or in consequence of any acts or omissions (including negligence) by the Supplier and/or the Supplier's employees, servants, officers, agents and/or representatives under or in connection with the Supplier's obligations under the Contract and any PO, including claims for breach of contract, tort (including negligence), intellectual property infringement, statutory or regulatory violations, bodily injury (including death), and property damage.
- (b) The Supplier represents and warrants that it has in place and shall maintain all relevant and necessary insurance required for performance of its obligations under the Contract including professional indemnity insurance, product liability insurance and public liability insurance (as applicable) to cover liabilities of the Supplier that may arise under or in connection with the Contract.
- (c) Upon Moove's request from time to time, the Supplier must provide evidence to Moove that the Supplier has in place (and has paid all premiums in respect of) all insurances required to be maintained under clause 5.8(b).
- (d) The Supplier shall ensure Moove receives thirty (30) days' prior written notice of any material changes or cancellation of insurance coverage, from either the Supplier or its insurer.

#### 5.9. TERMINATION RIGHTS

- (a) Moove may, at any time and for any reason, cancel, terminate, suspend, or place on hold all or part of any PO (collectively "cancellation"), wholly or partially, with immediate effect by giving the Supplier written notice.
- (b) If Moove provides a cancellation notice in accordance with clause 5.9(a) above at least thirty (30) days before a scheduled delivery of Products or a scheduled performance of Services (as applicable), Moove shall have no liability or obligations to the Supplier in respect of that delivery or performance.
- (c) Without limiting its other rights or remedies, Moove may cancel any PO and/or terminate the Contract with immediate effect and without incurring any liability to the Supplier, by giving written notice to the Supplier, if:

- (i) the Supplier commits a material breach of any provision of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the Supplier being notified in writing to do so;
  - (ii) the Supplier commits a breach of clauses 5.12, 5.13 and/or 5.14 of these Terms;
  - (iii) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (iv) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (v) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - (vi) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- (d) Cancellation of any PO and/or termination of the Contract shall not affect any accrued rights or obligations existing as at the date of cancellation or termination.

#### 5.10. GOVERNING LAW

- (a) The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England.
- (b) Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

#### 5.11. AMENDMENTS

- (a) Moove reserves the right to modify these Terms at any time, at its sole discretion.
- (b) Any changes to these Terms will be effective upon posting of the revised Terms on Moove's website or by direct communication to the Supplier via email.

- (c) The Supplier's continued performance of the Contract following the posting of the modified Terms constitutes the Supplier's acceptance of and agreement to be bound by the modified Terms.
- (d) If the Supplier does not agree with the modified Terms, the Supplier may discontinue the Contract by providing at least 15 days' prior written notice to Moove.
- (e) Moove will provide notice to the Supplier of any material changes to these Terms at least 15 days prior to their effective date.
- (f) It is the Supplier's responsibility to review these Terms periodically for any updates or changes.

#### 5.12. HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION

- (a) The Supplier must provide health, safety and environmental information for all Products and/or Services, including safety data sheets for all of the Products and/or Services purchased by Moove from the Supplier.
- (b) The Supplier agrees to follow all the requirements and recommendations set out in the HSE information provided by Moove and shall comply with all relevant health, safety and environmental obligations contained in any international law or law of any country (or state, territory or jurisdiction) where the Products are sold, resold or handled and/or where the Services are performed by the Supplier. The Supplier shall comply with all local requirements at delivery points, including those relating to fire, loss and spillage regulations.
- (c) If an escape, spillage, discharge of Products, accident or any emergency incident ("Spill") occurs while or after Products are being delivered to Moove under the Contract, the Supplier shall notify Moove as soon as possible and promptly take such actions necessary to remove the Products and mitigate the effects of such Spill. The party causing the Spill bears costs for removal and mitigation. If the Supplier does not take the aforementioned steps, Moove may, at its sole discretion, and at the Supplier's cost, take whatever action that it considers necessary to remove the Spill and mitigate its effects. To do so, Moove may employ its own resources or contract with third parties, the cost to be met by the Supplier if the Supplier caused the Spill. The Supplier shall cooperate with Moove with the view of achieving a resolution to any Spills or incidents and provide as soon as possible all documents and information that may be requested by Moove.
- (d) The Supplier must fully comply with REACH Regulation at all times.
- (e) The Supplier certifies that the Products contain no CMR Substances.

#### 5.13. COMPLIANCE WITH LAWS AND POLICIES

- (a) The Supplier represents and warrants to Moove and its customers that it has and at all times shall have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- (b) In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force including all Export Laws.

- (c) The Supplier represents, warrants and undertakes that neither the Supplier nor the Supplier's Affiliates, nor any officers, directors, employees, consultants, agents, or sub-contractors or any other person acting for or on behalf of the Supplier or the Supplier's Affiliates, is or will at any time be a Restricted Party under any Export Laws.
- (d) The Supplier represents, warrants and undertakes that neither the Supplier nor the Supplier's Affiliates, nor any officers, directors, employees, consultants, agents, or sub-contractors or any other person acting for or on behalf of the Supplier or Supplier's Affiliates, engages or will engage in any corrupt practices, fraud, bribery, or similar improper conduct or any activity that would reasonably be considered as Improper Conduct, that is prohibited under the applicable laws of any jurisdiction applicable to the terms of the Contract or performance thereunder (including with extra territorial application) including, but not limited to, the UK Bribery Act 2010.
- (e) The Supplier shall exercise reasonable care and diligence to prevent Improper Conduct including, but not limited to, establishing precautions to prevent its and its Affiliates' respective officers, directors, employees, consultants, agents, or sub-contractors, or any other person acting for or on behalf of the Supplier or its Affiliates, from making, receiving, providing or offering substantial gifts, extravagant entertaining, payments, loans or other considerations for the purpose of influencing any individual to act contrary to any parties' best interests with respect to the Contract.
- (f) The Supplier shall implement and maintain adequate procedures to monitor its upstream and downstream value chain to ensure compliance with applicable laws and regulations, including but not limited to Export Laws. Such procedures shall include, but are not limited to, conducting due diligence on suppliers, customers and intermediaries. In the event the Supplier becomes aware of any violation or potential violation of applicable law, including Export Laws, it shall promptly notify Moove in writing. The Supplier shall cooperate fully with Moove to investigate and address any such violations.
- (g) This clause 5.13 shall survive the termination or expiry of the Contract.

#### 5.14. DATA SHARING AND DATA PROTECTION

- (a) Terms "data subject", "data controller", "data processor", "processing" and "personal data" have the meanings in the Data Protection Legislation.
- (b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation (the "General Obligations").
- (c) Without prejudice to the General Obligations, where the Supplier processes personal data on Moove's behalf when performing its obligations under the Contract, the parties record their intention that Moove is the data controller and Supplier is the data processor.
- (d) Without prejudice to the General Obligations, Moove will:

- (i) Ensure all necessary consents and notices are in place for lawful data transfer to the Supplier and its third parties.
  - (ii) Acknowledge that data processing, transfer and storage may be necessary for the Supplier to provide the Products and/or Services.
- (e) Without prejudice to the General Obligations, the Supplier will in relation to any personal data processed in connection with the Supplier's performance of its obligations under the Contract:
- (i) process that personal data only on Moove's written instructions;
  - (ii) ensure processing occurs in a territory which is subject to a current finding under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Supplier (and, where appropriate, Moove) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by the Data Protection Legislation; or the transfer otherwise complies with the Data Protection Legislation;
  - (iii) implement appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by the Supplier);
  - (iv) ensure that access to personal data to meet the Supplier's obligations under the Contract is limited to those personnel or authorised sub-contractors who need access to and/or process personal data to meet the Supplier's obligations under the Contract and that such personnel or authorised sub-contractors are obliged to keep the personal data confidential;
  - (v) ensure that all personnel or authorised sub-contractors who have access to and/or process personal data do so only in accordance with the instructions from Moove for such processing;
  - (vi) assist Moove in responding to any request from a data subject and in ensuring compliance with Moove's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (vii) allow for and contribute to audits, including, inspections, conducted by Moove or another auditor mandated by Moove regarding compliance with the Data Protection Legislation;
  - (viii) notify Moove without delay on becoming aware of a personal data breach;
  - (ix) at Moove's written discretion, delete or return personal data and copies thereof to Moove upon termination or expiry of the Contract (unless required by applicable law to store the personal data); and
  - (x) inform Moove immediately if, in the Supplier's opinion, any instruction given by Moove would infringe Data Protection Legislation.
- (f) The Supplier shall maintain complete and accurate records demonstrating compliance with Data Protection Legislation and shall provide them to Moove on demand.
- (g) The Supplier will keep such records as necessary to comply with the Data Protection Legislation.
- (h) Where Moove collects, receives and/or processes personal data in connection with Moove's performance of its obligations under the Contract, the scope, nature and purpose of the processing, the duration of the processing and the types of personal data and categories of data subject that may be applicable to the Contract, are as set out in Moove's privacy policy available at <https://www.mooveeurope.com/privacy-policy/>.
- (i) Moove may revise this clause 5.14 on not less than 30 days' notice by replacing it with applicable controller to processor standard clauses or certification scheme terms.

#### 5.15. FORCE MAJEURE

- (a) Neither party will be liable for any failure to fulfil any term of the Contract if fulfilment is delayed, hindered or prevented in whole or in part by any Force Majeure event. Each party will use its reasonable endeavours to mitigate the effects of the Force Majeure event on its performance under the Contract.
- (b) If the Force Majeure event or the non-performance resulting therefrom continues for a period exceeding 90 days, the non-affected party may terminate the Contract, without any obligation to compensate the other party for such early termination, but without prejudice to any amounts due and payable to the Supplier for Products and/or Services supplied prior to the date of such termination.

#### 5.16. CHANGE OF CONTROL

- (a) The Supplier must obtain Moove's prior written consent for any change of control, including any direct or indirect transfer of ownership or control of the Supplier. A change of control without such consent shall entitle Moove to cancel any PO and/or terminate the Contract with immediate effect.

#### 5.17. SUBCONTRACTING



- (a) The Supplier may not subcontract any or all its rights or obligations under the Contract without Moove's prior written consent. If Moove consents to any subcontracting by the Supplier, the Supplier shall remain fully liable for all the acts and omissions of its subcontractors as if they were its own and shall ensure that its subcontractors comply with the Contract.

#### 5.18. ASSIGNMENT

- (a) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Moove.

#### 5.19. ENTIRE AGREEMENT

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

#### 5.20. VARIATION

- (a) Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Moove.

#### 5.21. WAIVER

- (a) Except as set out in clause 2(c), a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### 5.22. SEVERANCE

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision of the Contract is deemed deleted under clause 5.22(a) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 5.23. NOTICES

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business.

- (b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- (d) A notice given under the Contract is not valid if sent by email.

#### 5.24. THIRD PARTY RIGHTS

- (a) A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, except that:
  - (i) any Affiliate of Moove that issues a PO for the supply of Products and/or Services by the Supplier may enforce the Contract of which the PO forms part and any or all of these Terms in respect of that Contract; and
  - (ii) any Affiliate of Moove may enforce clause 5.8(a) of these Terms.