

## **Terms of sale and supply for U.K.**

### **1. DEFINITIONS AND INTERPRETATION**

#### 1.1. In these GTCs:

- 1.1.1. "Ad Hoc Order" means a written order from the Purchaser to Menlo requesting the sale and supply of specified Goods and/or Services where no Framework Agreement is in place;
  - 1.1.2. "Agreement" means the agreement for the sale or supply of Goods and any Services by Menlo to the Purchaser and which agreement incorporates any document titled Agreement of Sale or Supply of Goods/Services or any Framework Agreement and any pro forma invoice/ invoice, quotation document and any other document or attachment incorporated by reference in any such documents.
  - 1.1.3. "Business Day" means Monday to Friday, and excluding weekends and public holidays in U.K.;
  - 1.1.4. "Claim" includes, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or received by or against the person;
  - 1.1.5. "Confidential Information" has the meaning given to it in section 14.2;
  - 1.1.6. "Force Majeure" has the meaning given to it in clause 13;
  - 1.1.7. "Framework Agreement" means an overarching agreement for the supply of Goods and any Services between Menlo and the Purchaser during a specified fixed period (whether renewable or not), in terms of which Goods and/or Services are ordered by the Purchaser by way of Framework Order from time to time during such fixed period;
  - 1.1.8. "Framework Order" means the order issued pursuant to and in terms of a Framework Agreement to purchase Goods and/or Services from Menlo specifying at least the items listed in section 4.2;
  - 1.1.9. "Goods" means the goods specified in Menlo's proforma invoice, invoice, quotation or Ad Hoc Order;
  - 1.1.10. "GTCs" means these General Terms and Conditions of Sale;
  - 1.1.11. "Menlo" or "Seller" means Menlo Electric Limited, address: UK, Suite 4, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB.;
  - 1.1.12. "Offer" means a written offer for the sale of Goods and Services by Menlo;
  - 1.1.13. "Orders" means collectively Ad Hoc Orders and Framework Orders;
  - 1.1.14. "Purchaser" means the customer purchasing the Goods and/or any Services;
  - 1.1.15. "Services" means any services specified in the Seller's proforma invoice, invoice quotation or order.
- 1.2. Any reference to "in writing" or "written" in these GTCs shall mean legible writing in English and includes a communication which is written or produced by any substitute for writing or which is partly written, and shall include printing, typewriting, lithography, facsimile and electronic mail and any form of electronic communication.

### **2. GENERAL PROVISIONS**

- 2.1.1. These GTCs, together with any Framework Agreement or other documents referred to in the definition of "Agreement" represent the entire agreement between the parties and no alterations or additions may be effected (including to this clause) unless agreed to by both parties, reduced to writing and signed by the Purchaser and a duly authorised representative of Menlo. These GTC's prevail over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser has submitted its purchase order or such terms, all of which are hereby rejected. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms;
- 2.2. If not otherwise agreed in writing separately by the parties, these GTC's shall apply to all agreements for sale and supply by Menlo of Goods and any Services, including pursuant to Orders.
- 2.3. When the Purchaser places an Order with Menlo, at Menlo's request, the Purchaser shall provide Menlo with:
  - 2.3.1. in the case of a juristic person, copies of documents validating its incorporation, registered and beneficial ownership and proof of registered address;

- 2.3.2.in the case of a natural person, copies of ID and proof of registered address;
- 2.3.3.and any other documentation that Menlo may by law be required to obtain prior to transacting.
- 2.4. The current version of these GTCs is available on Menlo's website at: [www.menloelectric.com](http://www.menloelectric.com). The Purchaser shall also be provided with the current version of the GTC in printed form/PDF format upon request.
- 2.5. It is agreed that the following shall inter alia be deemed as acceptance by the parties to be bound by the GTC version effective as of the date of agreement or conclusion or issuance of the proforma invoice/sales invoice by Menlo:
  - 2.5.1.signing of a specific Agreement without the parties specifically agreeing that the GTCs shall not apply to that Agreement; or
  - 2.5.2.accepting Menlo's proforma invoice or sales invoice, depending on which will be issued first by Menlo to the Purchaser (which is also equal to execution of any Agreement).
- 2.6. If the Purchaser has a fixed-term business relationship with Menlo, the Purchaser shall be bound by the GTCs in its latest updated and available version, from time to time, while such business relationship persists.
- 2.7. These GTCs are final and binding and are not subject to any suspensive or resolutive condition and expressly exclude and takes precedence over any standard or special terms and conditions stipulated by the Purchaser that have not been expressly accepted by Menlo in writing.
- 2.8. The sales of goods shall generally not take place for the benefit of the consumers, i.e. natural persons, performing with an entrepreneur a legal act which is not directly related to his registered business activity.

### **3. CONCLUSION OF THE AGREEMENT**

- 3.1. An Agreement is concluded when:
  - 3.1.1.the parties sign a specific agreement for sale and supply of Goods and any Services; or
  - 3.1.2.Menlo's Offer has been accepted by the Purchaser, as referred to below.
- 3.2. After Menlo receives an Ad Hoc Order from the Purchaser to purchase Goods and/or Services, specifying at least the type and quantity of the ordered Goods and/or description of Services, the proposed date of their delivery/performance and its delivery/performance location, Menlo will endeavour to determine whether it is possible to fulfill the Ad Hoc Order.
- 3.3. If Menlo is able to fulfil the Ad Hoc Order, Ad Hoc Order Menlo will provide the Purchaser with its Offer for sale and supply of goods, including or comprising a proforma invoice/sales invoice.
- 3.4. The Offer may be withdrawn before the Agreement is executed or accepted if a declaration of withdrawal is submitted to the Purchaser before it accepts Menlo's offer in accordance with Section 3.5 below.
- 3.5. Acceptance of the Offer whether verbally or in writing by the Purchaser constitutes conclusion of an Agreement. The Purchaser is entitled to either accept and confirm the Offer only in full scope (all terms and conditions provided by Menlo) without any modifications; or to reject it in full. An Offer accepted with a stipulation of changes or supplements to its content is deemed a new offer and requires the written acceptance of Menlo management to be of any force and effect. For the sake of clarity, the Purchaser's acceptance and confirmation is deemed effective and, consequently, the Agreement is concluded, on the earliest of any or all of the following occurring, i.e., when the Purchaser:
  - 3.5.1.accepts the Offer verbally or in writing (including by the signature of an Agreement);
  - 3.5.2.takes delivery of any Goods or permits the performance of any Services;
  - 3.5.3.by other conduct indicates acceptance; or
  - 3.5.4.makes full or partial payment of the amounts stipulated in a proforma invoice/sales invoice.
- 3.6. If not accepted (and Menlo may on notice require that acceptance by the Purchaser be in writing), the Offer shall cease to be binding and shall lapse at no later than at the moment when payment is due per the terms of the Offer (either on the basis of a proforma invoice or a sales invoice) and in the case when the parties agreed to installment payments, when the payment of the first instalment is due, unless otherwise specified in the proforma invoice or any other document agreed in writing by the parties.

- 3.7. For the sake of clarity, the Purchaser may not cancel any valid Agreement, other than on the terms of these GTC's, without Menlo's consent and any changes to the terms of the Agreement, in order to be valid, require compliance with the procedure indicated in Section 2.1
  - 3.8. Menlo shall not be liable for any particulars in the Offer claimed as errors by the Purchaser, after the Offer documentation has been accepted and confirmed by the Purchaser. It is the responsibility of the Purchaser to check and verify as correct, all the Offer terms prior to its signature or acceptance.
  - 3.9. By entering into the Agreement with Menlo, the Purchaser represents that:
    - 3.9.1. It has been given the opportunity to make inspection of the Goods, and/or is familiar with such Goods, its specifications, its properties and intended use and thus makes the purchase with full knowledge of these factors. It is the Purchaser's responsibility to determine whether the Goods ordered are suitable for the purpose of its intended use. Should the Purchaser be uncertain as to the suitability of the Goods, it is the responsibility of the Purchaser to contact Menlo offices for assistance prior to placing an Ad Hoc Order;
    - 3.9.2. it is aware that Menlo is not the producer or manufacturer of the Goods being sold;
    - 3.9.3. it is liquid and solvent, it has sufficient funds to pay the agreed price without any delays, and these funds are not derived from money laundering or terrorist financing;
    - 3.9.4. the conclusion and performance of the Agreement shall not be intended to breach any EU or U.S. sanctions imposed on certain countries or their citizens included in any official sanction list, especially Russia or Belarus and the Purchaser shall not export the Goods sold to it to countries or their citizens included in such EU or U.S. sanction list and shall not resell them to any third-party that does not undertake to respect these obligations, on pain of its own liability in the event of re-export of the Goods.
  - 3.10. In the event that Menlo, at the request of the Purchaser, has ordered Goods under the Ad Hoc Order without a written Agreement being executed, and where the Purchaser has abandoned or repudiated such Agreement, any part of the amount paid as a deposit by the Purchaser shall be forfeited to Menlo to defray the expenses incurred in the preparation, administration and storage of Goods in respect of the Ad Hoc Order in addition to Menlo being entitled to claim actual damages in respect of the Goods where such amount is less than actual damages incurred, or any other remedy at law.
  - 3.11. Notwithstanding other provisions of these GTCs, in the event an Order under an Agreement is not collected by the Purchaser within 3 weeks from the date of its delivery, Menlo shall be entitled to claim from the Purchaser for its benefit an additional amount of compensation equivalent to 5% of the Order price paid under the Agreement in respect of its storage and handling costs for the Goods, and in addition to Menlo being entitled to claim damages in respect of any unpaid amounts in respect of the Goods, or any other remedy at law.
  - 3.12. All commercial information of announcements, advertisements, price lists and any other marketing information addressed to the public or to individual persons, regardless of its form, is issued in good faith purely for information purposes and does not constitute any Offer by Menlo. Same should be deemed only as an invitation to execute an agreement through arrangement with duly authorized personnel of Menlo.
- 4. FRAMEWORK ORDERS IN FRAMEWORK AGREEMENT**
- 4.1. Transactions in respect of Goods and or Services may be performed under a Framework Agreement concluded between Menlo and the Purchaser where each transaction will be initiated and exercised via Framework Order submitted by the Purchaser to Menlo. The forms of the Framework Agreement and the Framework Order shall be delivered to the Purchaser at its request.
  - 4.2. For its effectiveness, each Framework Order shall contain at least an indication of:
    - 4.2.1. specification of the ordered Goods and/or Services – as described in Menlo's price list from time to time;
    - 4.2.2. the quantity of the ordered Goods / description of the Services;
    - 4.2.3. the date and place of delivery of the Framework Order Goods/ performance of Services, if it is different from that indicated in the Framework Agreement;
    - 4.2.4. telephone and e-mail address of the person responsible for the Order.

- 4.3. Within 3 (three) Business Days from the date of receipt of the Framework Order by Menlo, Menlo shall:
  - 4.3.1. confirm the acceptance of the submitted Framework Order without reservation and proceed with its execution in accordance with the provisions of the Framework Agreement;
  - or
  - 4.3.2. raise objections to the submitted Framework Order, including correcting any errors, the availability of the Goods and the deadline for execution of the Framework Order.
- 4.4. If Menlo raises objections to the Framework Order, the Parties shall in writing agree in good faith, within the next 3 (three) Business Days from the date of raising such objections, on new terms for the Framework Order, and, in the absence of such agreement, the Framework Order shall be considered as if it had never been submitted; the same shall apply if Menlo does not respond to the submitted Framework Order.
- 4.5. If Menlo in writing accepts the Framework Order or the Parties in writing agree on new terms of the Framework Order as referred to in item 4.4 above, Menlo shall issue and send to the Purchaser a proforma invoice/sales invoice.
- 4.6. The Purchaser acknowledges that the payment by the Purchaser for the proforma invoice referred to in Section 4.5 is necessary for Menlo to begin processing and completing the Framework Order.
- 4.7. Unless the context indicates otherwise, or there is a conflict or inconsistency with the Framework Agreement which shall take precedence, the terms and conditions applying to Ad Hoc Orders shall apply to Framework Orders.

## **5. COMPLETION OF THE AD HOC ORDER**

- 5.1. Payment of the full amount indicated in the proforma invoice/sales invoice, or payment of the first instalment in the case of payment in instalments, is required to be paid into Menlo's bank account specified on the invoice, prior to Menlo proceeding with processing the Ad Hoc Order.
- 5.2. If Menlo's bank account is not credited as available funds with the payments on the due date specified on the invoice, and if not otherwise agreed by the parties in writing, the Agreement may be considered by Menlo as automatically terminated, and Menlo shall no longer be obliged to perform the Agreement.
- 5.3. The period to complete the Ad Hoc Order under the Agreement shall commence on a date agreed between Menlo and the Purchaser in writing, but not earlier however than on the day of crediting Menlo's bank account with the payment under the Agreement. In no case shall the completion period exceed the period of 6 (six) months from the date of the Agreement's conclusion, except for the reasons beyond the control of Menlo – in such cases, upon prior notice to the Purchaser, this period shall be extended by an additional 1 (one) month.
- 5.4. Upon the occurrence of extraordinary circumstances beyond Menlo's control, including Force Majeure referred to in Section 13, mandatory changes of law or extraordinary adverse changes of the market conditions such as currency rates or goods' price fluctuations, Menlo shall be entitled to reasonably alter the terms and conditions of the Agreement unilaterally to the extent necessary to adjust to such changed circumstances, upon prior notification to the Purchaser of any of such change and, if applicable, submission to the Purchaser of respectively amended accounting documents.
- 5.5. In the event described in Section 5.4. above, within (5) five Business Days from the receipt of notification on the changes to the Agreement, the Purchaser shall be entitled to cancel the Agreement. The cancellation may apply only to the part of the Agreement that has not yet been performed.

## **6. DELIVERY**

- 6.1. The delivery of Goods together with the necessary delivery documents, including those required by the applicable law, shall be made in accordance with Incoterms 2020.
- 6.2. The delivery of the Goods under the Agreement shall take place "Ex Works" at Menlo's warehouse specified in the Agreement and, if not so specified, to a Menlo warehouse chosen by Menlo, at the expense and risk of the Purchaser.
- 6.3. The Purchaser shall bear the delivery costs in addition to the price of Goods and any Services under the Agreement.
- 6.4. Each delivery of Goods shall be documented by a respective consignment note and any other documents required by Menlo. Any original or copy of a consignment note, delivery note or

waybill signed by the Purchaser or person accepting delivery on the Purchaser's behalf and held by Menlo shall be sufficient proof that delivery was made to the Purchaser.

- 6.5. Goods delivered must be checked by the Purchaser within 5 (five) days of the pick-up from the Menlo; warehouse in order to confirm that the Goods delivered are in accordance with the order placed and are free from visible damage/defect. Any discrepancies and/or visible defects must be noted by the Purchaser on a damage report in the presence of Menlo and must include a description and photographs of the shipment. Section 10 below applies herein accordingly.
- 6.6. Menlo shall notify the Purchaser without undue delay, in case of any potential delay of delivery or in case of any other event or circumstances that may affect the delivery.
- 6.7. Any changes to the delivery shall be determined and agreed in writing between the Purchaser and Menlo, unless caused by Force Majeure referred to in section 13 in which case, that section will govern.
- 6.8. In any case, Menlo is not liable for the delay of delivery due to the reasons not attributable to it, including Force Majeure referred to in Section 13 and Menlo shall not be liable for any loss or damage of whatsoever nature which the Purchaser may suffer as a result of any delayed delivery.
- 6.9. For the sake of clarity, the delivery shall be made only to the extent to which the Goods under the Agreement are paid for. If the payment has not been made pursuant to the Agreement, Menlo shall be entitled to refrain from delivering the Goods until the payment is received, and any delays in delivery arising from the above shall not be attributable to Menlo.
- 6.10. If transportation of the Ad Hoc Order is arranged by the Purchaser, Menlo must be notified of the carrier and such arrangement prior to the collection. The cost and risk of carriage shall be borne by the Purchaser, and the Purchaser indemnifies Menlo against any claims of whatsoever nature that may arise from such an arrangement.
- 6.11. At the Purchaser's request, at least 5 (five) Business Days before the expected delivery date, Menlo may agree in writing to arrange transport for the Goods to the Purchaser's designated location as an additional Service and at an agreed cost.
- 6.12. In the event referred to in Section 6.10:
  - 6.12.1. Menlo shall provide the Purchaser with the costs and estimated time of transport of the Goods to the Purchaser's designated location and after the acceptance of such terms or after payment of the transportation fee by the Purchaser, Menlo shall proceed with its execution, and
  - 6.12.2. The transport arrangement shall not affect and change any other rules of the goods' delivery, in particular as set forth in incoterms 2020, including the transfer of the ownership and passing of risk (which both transfer and pass to the purchaser after the goods are made available to the purchaser at Menlo warehouse).

## **7. STORAGE OF GOODS**

- 7.1. If the Purchaser refuses or fails to collect the delivered Goods as specified in Section 6, Menlo will store the Goods in its warehouse and the Purchaser shall be obliged to pay a fee to Menlo for the storage in the amount customarily applied for such storage per each 1 (one) pallet of the goods for each 1 (one) day of storage, payable in the currency in which the goods were paid for.
- 7.2. The stored Goods shall be considered delivered to the Purchaser per the date for delivery in the Agreement. Any subsequent collection of the Goods from the warehouse after the due date for delivery will be arranged on the date and time agreed in writing by Menlo and the Purchaser, and subject to prior payment of the storage fee. A postponed pickup shall not be in any case considered as a delay in delivery resulting from any fault of Menlo.
- 7.3. If within the period of 3 months from the commencement date of storage, the Purchaser does not collect the goods or request that Menlo deliver the goods to a specific location, Menlo shall be entitled to cancel the Agreement and claim damages from the Purchaser for breach of contract, or to take any other available remedy at law to recover its costs.

## **8. TRANSFER OF THE LEGAL TITLE AND RISK**

- 8.1. Legal title and ownership of the Goods shall pass to the Purchaser on the later of the date of delivery or the date on which the Goods including any storage fees and any other charges have been paid in full.

- 8.2. All risk of loss of or damage to or arising from the Goods shall be effectively transferred to the Purchaser when the Goods or any part of them are made available to the Purchaser at the place of delivery (pursuant to the delivery being made Ex Works).
- 8.3. For the avoidance of doubt, the ownership of the Goods under the Agreement is not transferred before they and all related charges have been paid for in full.

## **9. PRICE AND PAYMENTS**

- 9.1. Any payments under the Agreement shall be made in accordance with the terms and at the price stipulated by Menlo in the proforma invoices/sales invoices and the Purchaser shall provide Menlo with bank payment confirmations within 3 (three) Business Days from the date of payment.
- 9.2. The price as stated or quoted excludes VAT (if applicable), all other taxes, duties and transport costs.
- 9.3. All proforma invoices/sales invoices issued under the Agreement may be issued in electronic form and, in such cases, shall be sent to the Purchaser's e-mail address indicated by the Purchaser.
- 9.4. Payments shall be made in USD to Menlo's bank account indicated in the proforma invoice/sales invoice. Payment must be made by electronic funds transfer and it is the Purchaser's responsibility to ensure that Menlo receives the payment. The Purchaser's liability to Menlo will only be discharged when Menlo receives as freely available funds in its bank account the full amount owing without risk of the bank reversing the payment.
- 9.5. In the event that due to cyber-attack, fraud or other criminal or unlawful activity, payment is made by the Purchaser into a bank account that is not the actual bank account of Menlo then the liability to make payment is not discharged and the Purchaser shall remain fully liable to make payment into the actual bank account of Menlo.
- 9.6. If the Purchaser is in default by being late with any payments owing to Menlo under the Agreement, Menlo shall have the right to charge the Purchaser interest at the higher of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. The Purchaser shall reimburse Menlo for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. From the day after date of default to the date of payment in full and Menlo may postpone the delivery of the goods until the payment is made.
- 9.7. The Purchaser may not make any deductions from payments to Menlo or apply set-off against any amounts that may be owing by Menlo to the Purchaser and shall be liable for all bank charges and costs.

## **10. GOODS' NONCOMPLIANCE**

The complaint procedure for Ordered Goods is available at:

<https://menloelectric.com/complaints/>.

## **11. WARRANTY**

- 11.1. The Goods are sold "as is" and "with all faults," and without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from, or on behalf of, seller, including, without limitation, any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.
- 11.2. To the extent assignable, Menlo shall assign to the Purchaser any warranties received by Seller with respect to the Goods. the Purchaser be solely responsible for processing and pursuing, at the Purchaser's sole cost, any applicable warranty claims against manufacturers and vendors of any such Goods. Any such enforcement by the Purchaser shall in no way render Menlo responsible to the Purchaser for the performance of any of such warranties.
- 11.3. The Purchaser acknowledges that it has not relied upon any representation or warranty made by Menlo, or any other person on Menlo's behalf, except as specifically provided in section 11 of this GTC's.
- 11.4. Menlo may cooperate with and assist the Purchaser, if in the given circumstances any action or support from Menlo is required, in the scope of providing documents available to

Menlo that need to be processed by the producer of the goods for recognition of the Purchaser's warranty of goods Claims, e.g. packing list, Bill of Lading, invoice etc.

## **12. LIMITATION OF LIABILITY**

- 12.1. IN NO EVENT SHALL MENLO BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2. IN NO EVENT SHALL MENLO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS GTC'S, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MENLO FOR THE GOODS SOLD HEREUNDER.
- 12.3. THE LIMITATION OF LIABILITY SET FORTH IN SECTION 12.2 SHALL NOT APPLY TO LIABILITY RESULTING FROM MENLO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **13. FORCE MAJEURE**

- 13.1. Neither Menlo nor the Purchaser (an "Affected Party") shall be liable for non-performance or improper performance of their obligations under an Ad Hoc Order and any Agreement for the sale of goods, provided that the non-performance or improper performance of obligations is due to the occurrence of unforeseeable and unavoidable events beyond the Affected Party's control ("Force Majeure"). The Force Majeure events referred to in the above sentence shall include:
- 13.1.1. war and other armed or similar activities, invasion, mobilization, embargo, nuclear explosion, radioactive contamination, revolt, revolution, insurrection, coup d'état or civil war, riot, civil unrest, terrorist attacks;
- 13.1.2. natural disaster, flood, hurricane, earthquake, storm, fire;
- 13.1.3. epidemic and pandemic states, lockdowns, disturbances of collective life, including strikes and riots, official actions;
- 13.1.4. unfulfilled cooperative deliveries from Menlo's suppliers; and
- 13.1.5. other events that are impossible to foresee, which are imminent and serious in their consequences.
- 13.2. Inability to pay due to lack of funds shall in no circumstances constitute a Force Majeure event.
- 13.3. The occurrence of such events relieves the Affected Party from meeting its obligations under the concluded Agreements for the duration of the disruption and to the extent of its impact. Any Agreement deadline to perform a certain action shall be extended by the period during which the Affected Party is prevented from the performance of its contractual obligations on account of the Force Majeure event.
- 13.4. The Affected Party undertakes to notify the other party about the existence of such Force Majeure event immediately, within the shortest possible period of time, but in any case within 20 (twenty) Business Days from the day of occurrence of the Force Majeure event, and to provide any details about its ability to resume performance on the terms and conditions laid down in the Agreement and to do everything in its power to fulfill its obligations based on the principle of good faith, as much as the conditions of the situation will allow.
- 13.5. If the performance of the agreement is suspended on account of the occurrence of Force Majeure event, Menlo shall be entitled to compensation for any reasonable and necessary expenses incurred prior to the suspension, in particular when the goods have been ordered by Menlo from their producer.

## **14. CONFIDENTIALITY / TRADE SECRETS**

- 14.1. The Purchaser shall not have the right to transfer to third parties any information relating to the trade secrets of Menlo obtained as a result of the business relationship.

- 14.2. Any information and materials provided to the Purchaser by Menlo and not available to the public shall be treated as confidential (“Confidential Information”), in particular any and all information concerning Menlo, the Ad Hoc Order / Agreement and its performance provided or disclosed before or after conclusion of the Agreement, regardless of its form or method of transmission, but in each case in connection with the activities of Menlo in relation to the Agreement, by Menlo, its partners, advisers, employees, directors, officers, contractors, legal advisers, entities related to them or controlled by them or other associated entities, by contract or in any other way, except for the information expressly marked as not being Confidential Information.
- 14.3. The obligations specified in this Section 14 do not apply if:
- 14.3.1. Confidential Information is or has become publicly known in a way other than as a result of a violation of the GTCs;
- 14.3.2. Confidential Information was previously known to the Purchaser from other independent sources, which shall be demonstrated beyond reasonable doubt, both as to the time and source of obtaining the Confidential Information;
- 14.3.3. the disclosure of information is required pursuant to any mandatory laws, regulations, court judgments or administrative decisions of competent government authority or regulatory bodies. In such case, the Purchaser shall immediately notify Menlo of receipt of the aforementioned request, unless the notification of transfer of such Confidential Information is prohibited by law or the decision of the entity requesting disclosure of the Confidential Information. The aforementioned notification should be sent, if possible, before disclosing the Confidential Information to the entity entitled to make such a request;
- 14.3.4. the disclosure of information to related parties of the Purchaser, its employees and collaborators, advisors, investors, auditors or lawyers, is made on the condition that such parties keep it confidential and that the Purchaser shall be liable for any non-authorized disclosure; and
- 14.3.5. the disclosure of information is preceded by the written consent of Menlo.
- 14.4. 14.4. The Purchaser undertakes to:
- 14.4.1. use the Confidential Information only in a manner consistent with the GTCs;
- 14.4.2. keep all Confidential Information confidential and not to disclose or transfer it to third parties; and
- 14.4.3. take all measures to ensure the security of Confidential Information.
- 14.5. The Purchaser shall be obliged to prevent disclosure of Confidential Information by current and future employees, co-workers, associates, as well as after termination of the employment relationship (termination of cooperation with the Purchaser).
- 14.6. Notwithstanding the above, where there has been a disclosure of Confidential Information, the Purchaser shall be obliged to immediately restore the lawful state of affairs, as well as to prevent further breaches of Confidential Information.
- 14.7. The obligation to maintain confidentiality shall apply indefinitely. Termination of the legal relationship between the Parties shall not terminate the obligations described in this section.
- 14.8. if Confidential Information is disclosed to third parties contrary to the provisions of this Section 14, the Purchaser shall be obliged to compensate Menlo for the damages resulting therefrom.

## 15. TERMINATION OF THE AGREEMENT

- 15.1. Either party is entitled to terminate the whole or a part of the Agreement or Ad Hoc Order/Framework Order, as the case may be, upon occurrence of a Force Majeure event referred to in Section 13, which continues in excess of 45 Business Days, by written notice to the other party and without liability for any damages arising out of such termination, other than the compensation specified in clause 13.5.
- 15.2. Menlo may suspend any delivery of Goods, cancel any Order or Agreement and claim payment of all amounts which the Purchaser owes, if the Purchaser:
- 15.2.1. fails to pay any amount which it owes Menlo by the due date for payment;
- 15.2.2. breaches any provision of the Agreement including the GTC's;
- 15.2.3. is or becomes commercially insolvent or its liabilities fairly valued exceed its liabilities;
- 15.2.4. is financially distressed or subject to business rescue proceedings;



- 15.2.5. takes steps to place itself, or is placed, in sequestration, winding up, deregistration or liquidation, whether voluntary or compulsory and whether provisionally or finally;
  - 15.2.6. commits any act of insolvency, or would be an act of insolvency if committed by a natural person;
  - 15.2.7. fails to disclose any material information to Menlo or any such material information is incorrect, or if the Purchaser fails to disclose all required material information.
- 15.3. Menlo is entitled to terminate the whole or a part of the Agreement or any Ad Hoc Order/Framework Order, as the case may be, within 3 (three) months from its conclusion of the Agreement or an Order, due to mandatory changes of applicable law, or extraordinary adverse changes of market conditions such as currency and goods price fluctuations, by submitting to the Purchaser a written termination notice which shall include reasons for such termination.
- 15.4. In the event of termination by Menlo if any Order for breaches of the Agreement or the GTCs attributable to the Purchaser, Menlo shall be entitled to retain as a reasonable cancellation fee in an amount equivalent to 5% of the price of the Order.
- 15.5. Upon the termination of the Agreement, unless stated otherwise, the parties shall be released from their obligations arising under the Agreement, except for the obligations contemplated under section 14 and this section 15 or any other provision intended to survive termination.

## 16. SEVERABILITY

- 16.1. If any provision of these GTCs or the Agreement is declared invalid, illegal or becomes unenforceable for any reason, or where any provision of these GTCs are inconsistent with any applicable laws, such provisions may be severed from the Agreement only to the extent of the invalidity, illegality or unenforceability, and the remaining provisions of these GTCs and the Agreement shall be fully binding and effective, as if the GTCs and Agreement were in effect without such invalidity or inconsistency.
- 16.2. If the extent of the asserted invalidity, or inconsistency prevents the achievement of the purpose of the Agreement, Menlo and the Purchaser agree to commence negotiations immediately in good faith to replace the affected provisions with new valid and effective provision/s that correspond to the highest possible extent to the intention of the provision/s being replaced.

## 17. GENERAL PROVISIONS

- 17.1. Menlo reserves the right to amend the GTCs unilaterally from time to time, however any Order placed shall be subject to the terms and conditions in force at the time the Order was placed.
- 17.2. The amended GTCs shall be immediately published on Menlo's website indicated in Section 2.4. Any such amendments will where possible be notified to the Purchaser.
- 17.3. The Purchaser shall not assign any of its rights under the Agreement to third parties without the prior written consent of Menlo.
- 17.4. The GTCs and any transaction thereunder, including any Agreement are governed by laws of the laws of England and Wales.
- 17.5. Unless otherwise provided in the GTCs or Agreement, any offer, notice or information in connection with the Agreement, for their validity, shall be made in documentary form.
- 17.6. All disputes or Claims arising out of or in connection with these GTCs or the Agreement, including disputes relating to their validity, breach, termination or nullity, shall be instituted in shall be subject to the exclusive jurisdiction of the courts of England and Wales, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 17.7. The applicable language in communication between the Parties shall be English.
- 17.8. Unless the Parties agree otherwise in writing, all notices and documents must be delivered by hand or electronic mail at each of their physical or email addresses set out in Agreement or otherwise selected by them on written notice to the other. Any notice or communication shall if delivered by hand during business hours at that party's selected physical address, be deemed to have been received on the date of delivery, or if emailed to the selected email address, be deemed to have been received on the first business day following the date of transmission. Any notice actually received is adequate notice even if not sent in such manner.

