

These terms and conditions together with the documents referred to in them ("**Terms**") tell you the basis on which we will supply all our parts and products defined in clause 3 ("**Products**") and/or services ("**Services**") to you. Please read these Terms carefully before ordering any Products or Services from us. By ordering any of the Products and/or Services, you agree to be bound by these Terms. These Terms only apply if you are a business, trade, profession or acting in the capacity of a director, sole trader or partner ("**Business Customer**"). You should retain a copy of these Terms for future reference.

## 1. ABOUT US

- 1.1 The Products and/or Services are provided by **Emotive GmbH** a company incorporated under the laws of Canton Zug Switzerland (company number **CHE-216.869.080** whose registered office is at Zählerweg 10, 6300 Zug Switzerland ("EMOTIVE") and/or its subsidiaries and affiliates ("EMOTIVE Affiliates"); and

(**EMOTIVE & EMOTIVE Affiliates** together or individually referred to as "**we/us/our**").

- 1.2 Our group of companies includes EMOTIVE Affiliates and our holding company and those owned by our holding company. ("**Group of Companies**")

## 2. ABOUT YOU

- 2.1 You acknowledge that:

2.1.1 these Terms shall apply when you purchase or order "Products" and/or "Services" – whether through our representatives, in-store, by telephone, via purchase order, our online portals, catalogues and/or Websites (the "**Website(s)**"), or by any other means of placing an order and agreed with us (together the "**Order**"); and any order only as a **Business Customer** for resale and/or you have a written agreement with us or hold a trading account with us; and we do not sell direct to retail consumers under these Terms.

2.2.1 By placing an Order with us, you therefore warrant that you are a **Business Customer**, you are authorised to enter into binding contract on behalf of a business and/or as an individual, you are at least 18 years old and legally capable of entering into binding contracts; the information that you provide to us during the process of placing an order for Products and/or Services is accurate, complete and is not misleading or fraudulent and you are fully aware of and understand our Terms.

## 3. DEFINITIONS & INTERPRETATIONS

The following definitions and interpretation shall apply in this Contract:

- 3.1 "**Applicable Jurisdiction**" shall mean the place of jurisdiction (and related governing law) for each of the Emotive Affiliates (as defined below) such as: (i) ERA = Italy (Italian Law); (ii) Nipparts = Netherlands (Dutch Law); (iii) MPM = Netherlands (Dutch Law); (iv) Rhenoy = Netherlands (Dutch Law); (v) Optimal = Federal Republic of Germany and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any international conflict-of-law rules (German Law) and the exclusive place of jurisdiction shall be Munich (Landgericht München 1)); (vi) VEGE England (English Law) UK and (vii) for Emotive, Emotive GmbH, or any other unnamed Emotive Affiliates = Switzerland (Swiss Law).
- 3.2 "**Applicable Law(s)**" means any and/or all applicable and relevant laws, legislation, statutes, regulations, statutory instruments and codes from time to time in force in any Applicable Jurisdiction and/or any other region or territory from where **we** operate and sell the Products and/or Services under this Agreement.
- 3.3 "**Coating Products**" shall mean any refinishing materials and products including coating lubricants, consumables, sprays, lacquers, paints and powders etcetera.
- 3.4 "**Emotive Affiliates**" shall mean all Emotive and parent group companies including Emotive own brand and private label brands including (but not exclusively) Emotive, ERA, Nipparts, MPM, Optimal, Rhenoy and VEGE.
- 3.5 "**Petroleum Products**" shall mean petroleum-based oils, liquids and lubricants.
- 3.6 "**Powertrain Ancillary Parts**" shall mean those parts ancillary to the Powertrain Products mounted onto or connected to the Powertrain Products that contribute to the operation of the Powertrain Products, such as (but not limited to): inlet and outlet manifolds, parts of the ignition system, parts of the fuel injection systems and fuel pumps, filters, pipes, tubes, cables, wiring, calipers, other external connections, and turbochargers.
- 3.7 "**Powertrain Products**" shall mean new or refurbished or remanufactured products as - engines, gearboxes, transmissions, cylinder heads, differentials, transfer boxes, torque convertors (including the Powertrain Ancillary Parts).
- 3.8 "**Products**" shall mean:
- 3.8.1 Petroleum Products;
- 3.8.2 Powertrain Products; and
- 3.8.3 (but not exhaustively) any other automotive products and parts, (including) diesel pumps, injectors, batteries, filtration, coolants, additives and consumables.
- 3.9 "**Sanctions**" shall mean any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.
- 3.10 "**Sanctions Authority**" shall mean the Cabinet of the Federal Government of the United Arab Emirates; the United Arab Emirates Committee for Goods & Materials Subjected to Import and Export Control; the UN, the European Union (and any of its member states), Switzerland, Italy, the UK, the US, and any other relevant sanctions authority where the Parties may agree to export from time to time, including without limitation the governments and official institutions of any of the above, such as His Majesty's Treasury and/or the United States Department of the Treasury, Office of Foreign Assets Control.

- 3.11 "**Sanction Lists**" shall mean any of the lists of designated Sanctions targets made and maintained by a Sanctions Authority and includes without limitation the Consolidated List of Financial Sanctions Targets and/or the Specially Designated Nationals and Blocked Persons list, the Foreign Sanctions Evaders list, and the Sectoral Sanctions Identification list maintained by the Office of Foreign Assets Control, or any similar list or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time. This applies even though those lists may not apply to you as a matter of law.
- 3.12 "**Services**" shall mean:
- 3.12.1 Ancillary services required in the provision of the particular Products; and/or
- 3.12.2 Any additional services that may be agreed between us in writing from time to time.

## 4 APPLICATION

### A - General

- 4.1 These Terms apply to all sale of Products and/or Services provided by us to you **except** where it is expressly stated in the provisions that they do not apply.
- 4.2 Unless we expressly state otherwise no contract for the supply of Products and/or Services ("**Contract**") will come into existence until we despatch the Products, send you an email confirming that your Products have been despatched or where appropriate start performing the Services (whichever is the earlier).
- 4.3 If you purchase Products and/or Services by any means other than via our Websites (where applicable) the Contract will not come into existence until either your order (however it is placed) is accepted by the earliest of (i) our written acknowledgement and confirmation of your order; (ii) delivery of the Products to you; and/or (iii) performance of the Services.
- 4.4 Each Order for Products and/or Services by you to us will be deemed to be an offer by you to purchase Products and/or Services from us subject to the terms of this Contract. Subject to clause 10.7 each Order placed by you to us for Products and/or Services and accepted by us (in writing) will each constitute a separate Contract unless otherwise agreed in writing.
- 4.5 You agree that it is your responsibility to ensure that you have ordered the correct Products and/or Services from us and that the Products and/or Services are suitable and fit for the purpose(s) they are intended to be used for by you. **Where there are alternative Products and/or Services offered by us, you are wholly responsible for ensuring it is the correct Products and/or Services in whole or in part and of its suitability for your application(s). Unless we expressly state otherwise, in writing, we do not provide any advice in this regard and shall not be held responsible for any such suitability.**
- 4.6 You must ensure that the terms of your Order and any applicable specification is complete, accurate and not misleading. We shall not be held responsible for any inaccuracies, incomplete or misleading information that you provide to us.
- 4.7 We shall have no liability for any incorrect Products ordered or purchased by you.
- 4.8 **We will not offer advice to you in respect of the suitability of any Products or Services (unless expressly stated by us in writing) prior to any Order or purchase by You.**
- 4.9 These Terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, warranties, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.
- 4.10 No variation or amendment of this Contract or any related documentation will be valid unless made in writing and signed by you and us or our authorised representative.

## 5 PRODUCTS AND SERVICES

- 5.1 Any brochures, specifications, catalogues, particulars, descriptions, weights, measures, shapes, dimensions, designs, drawings, images and illustrations, application guides and information, price lists and other advertising and/or any marketing materials and matters are intended only to present a general idea of the Products and/or Services described in them and the images of the Products on the Websites or on-site or otherwise are for illustrative purposes only and not binding.
- 5.2 We reserve the right to supply and deliver Products of a modified design/type or different brand, provided that any such difference does not make the Products materially unsuitable for any purpose you have made known to us and we have accepted.
- 5.3 The Products will conform in all material respects to any design and sample provided to and accepted by us. The Products and Services will conform in all material respects with any specification provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the fitment and performance of the Products and Services.
- 5.4 We cannot guarantee that the appearance and/or colours of certain Products (in particular, without limitation Coating Products) shown on the Websites our catalogues, brochures, documents or otherwise ("Marketing Materials") exactly reproduces the appearance and/or colours of the physical Products themselves. Natural products may show some colour

variations against your vehicle colour (whereby such colour may have been distorted due to weather conditions). Where we agree to provide a specifically mixed paint product, you agree to check the accuracy and suitability of such product and use in accordance with any manufacturer's guidance and instructions provided.

- 5.5 Please note that tools used to identify mixed paint products via printed samples or the manufacturer's identification code or electronically analysed either through the Marketing Materials Websites and/or on-site ("**Colour Identification Tools**") indicate the approximate colour of the product only and are not representative of other characteristics such as the quality, durability or sheen of the eventual product purchased.
- 5.6 We recommend that you apply the mixed paint product (refer to clauses 5.4 and 5.5 above) to a test card to compare to the actual surface to be painted before undertaking your vehicle bodywork and use in accordance with the manufacturer's instruction and/or guidance.
- 5.7 All Products supplied by us are subject to availability. We reserve the right in the event that we cannot supply you with the Products that you have ordered, to supply you with substitute Products of equivalent or matching quality. In the event that you do not accept such substitute Products, we shall arrange and be responsible for the collecting of such substituted Products from you; subject to the substituted Products being in the condition as provided at clauses 6.5.1 and/or 17.1 (as applicable).
- 5.8 We retain all copyright and title to all documentation relating to Products and/or Services delivered to you by us. This documentation may only be used for the purposes intended in the Contract and not for any other purpose without our written permission. It must be returned on demand.
- 5.9 Technical specifications (especially in relation to Powertrain Products) are approximations unless specifically stated otherwise.
- 5.10 You will not remove, alter, deface, obfuscate tamper or deny with any of the trademarks, names or numbers affixed to or marked on the Products nor allow anyone else to do so as appropriate action may be taken by us (or the manufacturer) against you for such infringements.
- 5.11 If the Products are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.
- 5.12 We prohibit the recording of any telephone calls by you, with us; the audio or video recording of on-site professional or technical Services; or training and consultancy without our prior written consent, unless such recordings are required to be made on the basis of mandatory law. In the latter case you shall inform us thereon in advance.
- 5.13 Certain Products are subject to legally prescribed age restriction. If you are placing an order for Products that by law, we are only permitted to sell to customers who are 18 years of age or older, then by clicking the order confirmation button, you are also confirming to us that you are 18 years of age or older, and you must verify your age to us. You further acknowledge and consent to us taking steps to verify your age by reference to publicly available third-party sources. We reserve the right not to supply age-restricted Products where we believe that you are below the relevant minimum age.

## 6 **PROMOTIONS AND INCENTIVES** (This clause 6 shall only apply where it is relevant and applicable)

6.1 On occasions we may offer promotional codes and discounts (including without limitation discounts, offers, promotions, prize draws, vouchers, competitions etc) herein described as "**Promotional Codes**" via different channels and our various brands and/or Emotive Affiliates to new and/or existing Business Customers.

6.2 By using any Promotional Code, you are agreeing to the following:

### 6.3 **General Terms of Promotions Usage:**

- 6.3.1 A Promotional Code may on occasions only be redeemable online at our Websites or portals. Discounts and/or free items cannot be redeemed in-store, via telephone or mail order unless expressly advertised; a Promotional Code cannot be used in conjunction with any other offer, discount or promotion. Only one Promotional Code can be used per transaction; a Promotional Code is redeemed by entering such code at the appropriate point on the online purchase order process for a qualifying purchase or in the case of discounts, offers, vouchers and/or free items, as expressly advertised; a Promotional Code is not exchangeable for cash and is not to be used in conjunction with any other offer, discount or promotions. Unless expressly advertised, Promotional Codes cannot be used for the purchase of gift vouchers and/or gift cards; the Promotional Codes are non-transferable and non-refundable; the Promotional Codes are not available to our employees.
- 6.3.2 We accept no responsibility for Promotional Codes that are illegible, lost, delayed or damaged during any such promotion, on any media or channel delivered via or electronically on the Websites or otherwise. Promotional Codes not submitted in accordance with these Terms, or incomplete, illegible, expired or otherwise defective shall be rejected and/or disqualified and our decision is final.

6.3.3 By entering any such Promotional Code(s) and any personal data, all participants agree to our global Privacy Notice and Cookie Policy (subject to any of our jurisdictional legal requirements) that relate to any awards, free offers etcetera that the participant enters into. We reserve the right to provide marketing materials, website publications, promotions or competitions to you and you agree to the same. How we handle any personal data and our obligations in respect of the same are outlined in the Privacy Notice which can be reviewed at (<https://www.lkqcorp.com/privacy/>).

6.3.4 By entering any such Promotional Code, all Business Customers agree to participate in any publicity arising from any awards, free offers etc and we reserve the right to feature the name, photograph and location of the Business Customer in any future marketing materials, website publications, promotions or competitions and you agree to the same but always subject to provisions of the Data Privacy Laws.

#### 6.4 Period of Use:

6.4.1 A Promotional Code is only valid during the period identified and, on the dates, and for the products specified in the media it was delivered in. If no period is specified above, the Promotional Code shall be valid for no longer than 3 days from launch. We reserve the right to (i) cancel or withdraw any Promotional Code, (ii) refuse to allow any Business Customer to participate in the Promotional Code, (iii) decline to accept orders where, in its opinion the Promotional Code is invalid for the order being placed (iv) exclude any single or group of products from any general promotion (such excluded products can be found on the applicable advertisement or if during an online order process at the relevant checkout stage upon entry of the Promotional Code) and (v) amend this clause 6 (and we will use reasonable endeavours to notify changes to Business Customers).

#### 6.5 Return of Products or Cancellation of Order

6.5.1 In the case of a free item being offered, all items are subject to availability and we reserve the right to substitute such free item for any reason, for that of similar quality and value. In the case of a returned order, any free items must be returned as new, at the same time in its original packaging and the product documentation, with proof of the Promotional Code used and at your own cost and risk. The Products must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Failure to return the item as new, or in part, whole or at all, then we reserve the right to deduct the full price of the free part from your credit. In the case of a credited part or order, only the amount paid (less the cost of any free item if applicable) will be credited. Where the redemption of a Promotional Code is subject to a minimum spend requirement, redemption is only permitted in respect of the purchase of the qualifying products (as communicated to you when issuing the Promotional Code). Where a Promotional code has been communicated via email the Promotional Code is non-transferable and the email address provided with the order must be the same as the email address to which the Promotion was sent.

6.6 Where there is any conflict in this clause 6 with any other terms whatsoever attached to any other advertising material in respect of such Promotional Code, this clause 6 shall apply. This clause 6 shall only apply to Promotional Codes and Products or Services purchased by you using such Promotional Codes and the remaining clauses shall continue to apply otherwise.

### 7 PRICES

7.1 Subject to clause 7.2, the prices of the Products and/or Services will be as quoted at the time you place the Order except in cases of error (see clause 7.2). The prices may be altered at any time without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

7.2 The price you pay for Products and Services purchased in any Order is that price current at the time we receive your Order and whilst We try and ensure that all our prices quoted or (as the case may sometimes be) estimated at the time of the Order are accurate, some prices may be incorrectly listed on our internal management systems and /or on our Websites. If we discover an error in the price of the Products you have ordered, we will inform you as soon as possible and offer you the Products at the correct price. We are under no obligation to provide Products or Services to you at an incorrect, lower price, even after we have acknowledged your Order or despatched the Products or started performance of the Services. If we cannot contact you, we will treat the Order as cancelled. If payment has been made and you wish to cancel your Order, you will receive a full refund of the price paid by you.

7.3 Where there is no error in our pricing as per clause 7.2 or otherwise, the price that you pay for the Products and Services will be those applicable (in the case of Products) at the date of despatch of the Products or (in the case of Services) our confirmation of the start date of the Services.

7.4 We list prices exclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.

7.5 Unless otherwise specified or expressly agreed in writing by us, prices quoted exclude delivery to destinations in the United Kingdom and/or EU and we will select the mode of transport. The entire cost of any other mode of transport which you may specify will be borne by you, as will delivery to locations outside of the United Kingdom and/or EU (if applicable).

- 7.6 In case of small orders, and where we have not agreed appropriate terms in writing, we will be entitled to make a minimum order charge or to add a surcharge for delivery, details of which will be provided to you at the time of order acknowledgement.
- 7.7 No allowance or discount will be credited for Products collected from our premises by you rather than delivered by us.

## 8 QUOTATIONS, DEPOSITS & EXCHANGE

- 8.1 Unless otherwise expressly stated all quotations are valid only for 30 days from their date of publication. We shall not be obliged to provide any Products under any such quotations.
- 8.2 For certain Products (and in particular Powertrain Products) we shall be entitled to charge you a deposit as security at the point of an Order (and which we may relay to you at the time of providing any quotations). Any deposits received shall be non-refundable, unless otherwise expressly stated by us in writing.
- 8.3 All Powertrain Products are sold subject to:
- 8.4 the core return conditions found at <https://vege.es/condiciones-de-devolucion-de-cascos/>
- 8.5 an additional refundable surcharge and are supplied on an exchange and basis. This means your old core product must be returned to us (in good condition acceptable to us acting reasonably) within 3 months of the sale of the Powertrain Product in order for us to process any surcharge refund to you.

## 9 PAYMENT

- 9.1 If you hold a credit/trade account with us, unless otherwise expressly agreed in writing, payment of invoices will be made in full to us without deductions or set-off in accordance with the payment terms notified by us to you in writing depending upon the particular category of Product, or if no such terms are advised, then, not later than the 20th day after the invoice date. You guarantee your creditworthiness in placing an Order.
- 9.2 If after confirmation of the Order by us, doubts arise as to your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you which shall only be accepted by us at our sole and absolute discretion.
- 9.3 Where you do not hold a credit account with us, payment of invoices will be made in full to us, without deductions or set-off, whether payment is by bank transfer/in cash (subject to a limit of €5,000) or debit card, when order is placed or on delivery as we may determine.
- 9.4 We generally do not accept credit card payments; however, we reserve the right to charge a credit card surcharge amount where, at our sole discretion, we do agree that you can pay us by credit card.
- 9.5 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date, we may charge you interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgment) on a daily basis and require you to indemnify us for all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 9.6 We do not accept cheques as a means or form of payment.
- 9.7 For certain Products we may request and/or shall be entitled to demand a deposit from you at the time of your ordering.

## 10 DELIVERY & STORAGE

- 10.1 Where there are no specific incoterms agreed by us in writing, the Products are delivered to you when we make them available to you at a delivery point agreed in writing by us.
- 10.2 Time of delivery will not be of the essence and any delivery date we provide is an estimate only. We shall use all reasonable endeavours to avoid late deliveries.
- 10.3 The quantity of any consignment of Products as recorded by us upon despatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
- 10.4 Our liability for non-delivery of the Products will be limited to, at our discretion, replacing the Products within a reasonable time, issuing a credit note at either the pro rata Contract rate against any invoice raised for such Products or where we deem it appropriate a full refund of the purchase price paid.
- 10.5 Any claim that any Products have been delivered damaged or do not materially comply with their description must be notified by you to us and (where appropriate, to the carrier) within 5 days of delivery. Provided that you return such Products to us in accordance with clause 17, we may (i) replace such Products, or (if the Product cannot be replaced in a reasonable period

of time) (ii) issue you with a credit note for the price of such Products or (iii) refund the price paid for such Products. The provisions of this clause 10.5 set out your sole remedy in such circumstances and shall be a full and final remedy.

10.6 Any claim that any Products have not been delivered to you by us or our appointed carriers where we claim we have delivered the same to you or our appointed carriers have obtained a signature for the delivery of the Products, such claim must be notified by you to us within 7 days of their expected delivery. We shall then liaise with our carrier and/or our driver and we may require copies of two forms of personal identification documents from you (such as passport, driving licence, bank card etc). Once we have reviewed all documentary evidence and statements from the relevant drivers we shall then revert to you within a reasonable timescale (to either: (i) replace such Products; (ii) issue you with a credit note for the price of such Products; (iii) refund the price paid for such Products; or (iv) not provide any of the aforementioned) which shall be final and binding. The provisions of this clause 10.6 sets out your sole remedy in such circumstances.

10.7 We may deliver the Products by instalments in any sequence. Where the Products are delivered by instalments, no default or failure by us in respect of any one or more instalments will vitiate the Contract in respect of the Products previously delivered or undelivered Products.

10.8 If you fail to take delivery of the Products or accept performance of the Services or any part thereof at the time agreed for delivery, then we will be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge you for the loss suffered.

10.9 If you fail to take delivery of the Products or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without limiting any other right or remedy available to us, we may at:

10.9.1 Store the Products until actual delivery and charge you for the reasonable costs (including insurance) of the failed delivery and aborted installation costs, storage, re-delivery and installation costs; or sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

10.10 Where the cost of delivery is not incorporated into the price, any costs for delivery shall be your responsibility, unless it is otherwise agreed by us in writing.

10.10 We shall not be obliged to take back any packaging of our own Products or any other packaging materials, unless and in as far it is specifically agreed or committed to in writing by us or if we are required to do so by Applicable Laws.

## 11 UNLOADING

Subject to what Incoterms we have agreed with you in writing, it is your responsibility to provide the means for unloading Products (subject to the type or category of Product(s)) on delivery unless otherwise agreed by us in writing. We may inform you in advance if any other special means will be required by us to unload the Products at your premises, in particular for Petroleum Products and certain Powertrain Products.

## 12 WASTE DISPOSAL RESPONSIBILITY

12.1 You shall be responsible for:

12.1.1 the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment ("WEEE") as defined in European Union Directive 2012/19/EU, the Waste Electrical and Electronic Equipment Regulations 2013 and the Swiss - Return, Take-Back and Disposal of Electrical and Electronic Equipment (ORDEE) ("WEEE Regulations") as appropriate and as arising or deriving from the Products; comply with all additional obligations placed upon you by the WEEE Regulations by virtue of you accepting the responsibility set out in clause 12.1.1; and provide our WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require enabling such operator to satisfy the obligations assumed by it as a result of our membership of the operator's compliance scheme; and

all costs and expenses arising from and relating to your obligations in this clause 12.1.

## 13 PETROLEUM PRODUCTS (Delivery & Storage)

13.1 In addition to clauses **Error! Reference source not found.** to **Error! Reference source not found.** of the Terms, this clause 13 shall apply to bulk Petroleum Products orders and/or related Services only.

13.2 You agree and must ensure that the information you provide to us during the process of placing any Order for Petroleum Products in bulk (such as receiving bulk orders where we may have to discharge and/or decant from our mobile storage tanks and/or specialist delivery vehicles or tanks) and any applicable specification is complete, accurate and not misleading. We shall not be held responsible for any inaccuracies, incomplete or misleading information that you provide to us.

13.3 If a yearly volume is agreed between us, such agreed volume will be delivered in monthly equal volumes together comprising the agreed full year volume, unless specifically agreed otherwise on writing. We are not required to provide you more or less volume in any given month, unless agreed by us in writing in advance. Slight variations in volume delivered may apply. If a supply of Petroleum Products in instalments is agreed, and such instalments are collectively below the minimum volume requirements as communicated by us from time to time, we may apply, and you agree to pay, a surcharge.

13.4 In respect of such Petroleum Products and/or related Services ordered by you, you are solely liable for:

13.4.1 any inaccuracies, incomplete and/or misleading information, including in relation to any plans for the location and subsequent delivery and discharge of Petroleum Products;

13.4.2 the suitability of the site and floor, including (but not exhaustively) the strength, size safety and the accessibility of the area for the Petroleum Products and/or related Services to facilitate appropriate delivery and discharge where applicable; and

13.4.3 making sufficient, suitable, freely available and clean storage facilities readily available at the site of delivery in order for us to be able to deliver the Petroleum Products to your location in a safe and unobstructed way at the agreed day and time of delivery.

13.4.4 You will ensure that upon and after delivery, the Petroleum Products will remain uncontaminated, pure and clean and are not blended or brought in contact with any other Petroleum Products or substances that can alter the characteristics of the Petroleum Products sold by us.

13.4.5 The title of any Petroleum Products sold by us will remain with us until all amounts outstanding by you or any of your affiliates to us have been paid in full. You shall store the Petroleum Products separately and clearly mark them as supplied by us and avoid that such Petroleum Products are blended with other Petroleum Products and products until full payment thereof. You hereby grant us a first right of pledge or similar security right in your jurisdiction in advance to any blended fluid or substance which contains our Petroleum Products as security for any payment obligations towards us, the use of the Petroleum Products in your normal course of business before full payment of any payment obligations towards us is permitted.

13.4.6 You will use the Petroleum Products and Services for own consumption and are not allowed to resell or provide such Petroleum Products or Services to third parties, unless approved in writing by us in advance. In case of approved resale or distribution of our Petroleum Products, you do this in an unaltered way and in line with all mandatory product labelling requirements. Any brand marking on or accompanying the products will remain in place unaltered.

13.5 We do not provide any advice or recommendations in respect of the handling, safe storage, applications, use, monitoring or maintenance of the Petroleum Products. Any advice or recommendation given by our employees, representatives or agents to you or your employees which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and we shall not be liable for any such advice or recommendation which is not so confirmed in writing.

13.6 In respect of Petroleum Products and/or related Services, once we have delivered and/or discharged the Petroleum Products and/or completed the Services you cannot change your mind. If you cancel after we have started such delivery and/or discharge and/or the Services, you must still pay us for the Petroleum Products and/or Services provided.

13.7 No order for Petroleum Products and/or related Services which has been accepted by us may be cancelled by you except with our agreement in writing subject to you indemnifying us in full against all losses (including loss of profit), costs (including the cost of all labour and materials used and delivery and return costs), damages, charges, expenses, any actions taken, legal and other professional costs incurred by us as a result of such cancellation.

13.8 You confirm that prior to the delivery and discharge of the Petroleum Products by us, you confirm that in respect of the Site:

13.8.1 you have complied with all relevant environmental (including any building control and planning requirements) and health & safety laws and regulations along with the Fluid manufacturer's (or main supplier's) requirements in order for the Petroleum Products to be delivered and stored and related Services to be carried out;

13.8.2 is accessible and has the appropriate space requirements for the particular Petroleum Products and/or related Services ordered by you;

13.8.3 the site is accessible, safe and free from hazard;

- 13.8.4 there are no pipes, conduits, cables for gas electricity, telecommunications or data obstructing the Service(s) to be carried out.
- 13.8.5 the maximum volume indications on tank storage to be used for our products is correct, in order to avoid overflowing of Petroleum Products.
- 13.8.6 Where the site is not appropriate for the delivery and/or discharge of the Petroleum Products to you, we reserve the right to cancel the order for such Petroleum Products and you will indemnify us for such cancellation.
- 13.9 Without prejudice to any other rights and remedies of either party contained in these Terms, you agree that if you fail to comply with the provisions of clause 13.8 you will be responsible for and fully indemnify us for any costs and expenses and delivery and return charges incurred or which may be incurred by us (directly or indirectly) as a result of us or our agent unable or unwilling to deliver or discharge the Petroleum Products, where you have not complied with clause 13.8.
- 13.10 We will perform the Services with reasonable care and skill. In case of disputes on volumes or weights of products delivered, the measurements and administration of us will be leading and decisive.
- 13.11 If we fail to perform the Services in accordance with clause 13.10 or at all, then your sole remedy will be for the re-performance of those Services by us.
- 13.12 If you fail to fully comply with the requirements in this clause 13, we reserve the right to charge you for any additional work or time required as a result or if we are unable to complete the delivery and discharge.

#### 14 RISK AND TITLE

- 14.1 Risk in the Products passes to you when they are delivered to you in accordance with clause 10.1. or as may be defined and agreed between us or an Emotive Affiliate separately and/or as set out in any Incoterms.
- 14.2 In accordance with clause 14.1, you will insure the Products against theft, or any damage howsoever caused until their price has been paid in full.
- 14.3 We will transfer only such title or rights in respect of the Products as we have and if the Products are purchased from a third party, we will transfer only such title or rights as that party had and has transferred to us.
- 14.4 Notwithstanding clause 14.3, title in the Products will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full to us (in cleared funds). Where this clause 14.4 conflicts with the expressed Applicable Laws of an Applicable Jurisdiction, then for that Applicable Jurisdiction this clause 14.4 shall not apply.
- 14.5 Where Products are ordered by way of and are subject to a third-party funding arrangement with the third-party funder ("**Finance**"), title to the Products will remain with us until you have authorised release of the Finance and it has been paid to us, at which point title to the Products will pass to the third-party funder.
- 14.6 We may at our discretion maintain claim for payment of the purchase price of any Products notwithstanding that title in them has not passed to you or a third-party funder under clause 14.5. For the avoidance of doubt, this means that, if you unreasonably withhold (or delay) authorising any Finance, we, at our sole and absolute discretion, reserve the right to present an invoice to you for the full purchase price of the Products, for you to pay in accordance with clause 9.
- 14.7 Subject to clause 14.8, until ownership of the Products has passed to you, you must hold the Products on a fiduciary basis as our bailee; store the Products (at no cost to us) separately from all other products belonging to you or any third party in such a way that they remain readily identifiable as our property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you will produce the policy of insurance to us; and hold the proceeds of such insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 14.8 Subject to clause 14.4, you may resell the Products before ownership has passed to you solely on the basis that any sale will be affected in the ordinary course of your business at full market value; and any such sale will be a sale of our property on your own behalf and you will deal as principal when making such a sale.
- 14.9 Where the Applicable Laws allow, your right to possession of the Products will terminate immediately if a director or partner (being an individual) has a bankruptcy order made against them or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a

receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency in any jurisdiction; or you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts or you cease to trade; or you encumber or in any way charge any of the Products; or anything analogous to the foregoing occurs in any other jurisdiction; and you breach the provisions of clause 23.1

14.10 If before title of the Products passes to you, or you become subject to any of the events listed in clause 14.9 then, without limiting any other right or remedy we may have: your right to resell the Products or use them in the ordinary course of your business ceases immediately; and the Supplier may at any time: (a) require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

## 15 PERFORMANCE PRODUCTS (This clause 15 shall only apply where it is relevant and applicable to such sales)

15.1 Performance Products and consumables are supplied for specialist use and usually alter vehicles from manufacturers' specification, and such can be subject to extreme use when compared to the usual Products that we supply ("**Performance Products**"). The life expectancy and durability of Performance Products can differ to standard Products depending on the item, and therefore you should note that a claim for failure or wear of the Performance Products shall not be entertained by us. Any warranty claims sought in relation to Performance Products shall be strictly subject to the manufacturers' warranty terms for such items. It is also important that you know if an item falls into the category of Performance Products, for example uprated exhausts/suspension/air filters/performance brake parts. If you are unsure, it is your responsibility to seek your own advice. Pursuant to clause 4 of this Contract, we do not provide advice.

15.2 No liability shall be accepted by us where you attempt to modify or install Performance Products where it is known or ought reasonably to be known by you that the Performance Products have been incorrectly supplied or otherwise not in accordance with your order. Further, due to the stress that is placed on connected parts to which the Performance Products are supplied, we strongly recommend that specialist advice is sought prior to purchase to ensure the Performance Products are satisfactory for your vehicle. It is also recommended that you gain advice from a specialist garage to ensure the item purchased is suitable for your vehicle or planned use.

15.3 In the event that you purchase any Performance Products, you must ensure that you are aware of the following:

15.3.1 Performance Products and any modifications to your vehicle may render your motor vehicle insurance to be invalid and may also invalidate any vehicle warranty cover you may have. We bear no responsibility on any failure by you to advise your insurers or warranty providers, or for the invalidity of such policies. Some Performance Products are designed solely for track and race use, and it is your responsibility to ensure any alterations made to your vehicle are compliant and in accordance with legal and regulatory requirements in the country in which you use such vehicle. Performance Products and any modifications to your vehicle may adjust the emission output of your vehicle, and it is your responsibility to ensure that any alterations made to your vehicle are compliant with the legal and regulatory requirements for emission in Switzerland the UK and EEA or the country in which you use such vehicle; and it is your responsibility to ensure that any Performance Products applied to vehicles or any modified vehicles on public roads are legal, safe and compliant with UK/EEA or your country's regulatory requirements for use on public roads.

15.4 As Performance Products are not standard equipment, parts fitted, electrical parts or parts supplied specifically for a performance or modified vehicle cannot be returned unless deemed as faulty under the manufacturers' warranty. Performance Products shall only be subject to the warranty provisions as contained within clause 16 below.

## 16 WARRANTY

16.1 Subject to clause 15.1, each of the Products (except Petroleum Products and certain Coating Products ("**Exceptions**") are supplied with the benefit of any warranty given by us or the Products' manufacturers (details of which will be provided to you with the Products or otherwise upon written request) and in any event subject to a maximum warranty period of twelve months from the date of delivery or three months for remanufactured Powertrain Products\* ("**Warranty**") provided that you comply with the conditions set out in clause 16.2 as well as any conditions provided with the Warranty including in the case of Powertrain Products only \*subject to those warranty and/or return conditions set out in <https://vege.es/garantia-vege/> ("**Warranty Conditions**").

16.2 Subject to clauses 16.7 and 16.8, if those Products referred to in clause 16.1 become faulty during the period of the Warranty ("**Warranty Period**") for reasons unconnected with your acts, omissions or misuse of the Products, we will exercise, to administer the return of the Products in accordance with the Warranty process set out in clause 16.3 below.

16.3 You shall (subject to clauses 16.7 and 16.8) and where applicable notify us in writing and by completing a warranty claim form (including a full description of the fault) and return such Products to us. Such Products shall, at our discretion, be either assessed by us or returned to the manufacturer for assessment. If the Products are faulty following assessment, we will (at our sole and absolute discretion):

- 16.3.1 provide you with a refund; or repair the Products; or replace such Products with the same or similar Products which are like for like.
- 16.4 Any assessment made by us or the manufacturer where your warranty claim has been rejected, shall be final and binding and we shall have no further liability to you. If Products become faulty after expiry of the Warranty Period, we will not process the Warranty or be held liable for any refund, replacement or repairs that you request for such Products.
- 16.5 Your sole remedy in respect of a failure of the Products to comply with the Warranty is as set out in the Warranty Conditions or as we may inform you from time to time.
- 16.6 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will (if so, requested in writing by us), promptly return any Products (being the subject of any claim) and any packing materials, securely packed with carriage paid, to us for examination.
- 16.7 We will have no liability to you with regard to any claim in respect of which you have not complied with the Warranty Conditions or clause 16.3.
- 16.8 The warranty in this clause 16 is given by us subject to us having no liability whatsoever in respect of any defect arising from wear and tear, wilful damage, negligence, tampering of the Products, incorrect selection of or fitting of the Products by you and/or a third party, abnormal working conditions, failure to follow our and/or the Products' manufacturers' instructions (whether oral or in writing), misuse or alteration or repair of the Products without our approval.
- 16.9 No warranty shall be provided to you for any of the Exceptions unless expressly stated by us or the manufacturer (as the case may be) of those Products in writing to you.
- 16.10 All transportation and/or shipping costs incurred under this clause 16 shall be borne by you unless expressly agreed otherwise in writing by us.

## 17 REFUNDS POLICY

- 17.1 When you return certain Products to us which are incorrectly supplied by us and/or are returned by you as new in their original packaging, such Products shall (wherever reasonably possible depending on the type of Product or Products category) be refunded, exchanged or replaced if they are returned within 30 days.
- 17.2 of the date of purchase of the Products and proof of purchase (in the form of our invoice for the original supply of the Products) is supplied; and for any other reason, we will examine the returned Products and will notify you in writing (including e-mail) within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Products must be in the same condition in which you received them with the original packaging and the product documentation. The Products must not have been used (any mark or smell of (without limitation) fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Products returned to us because they fail to comply with the Warranty shall be refunded in accordance with the provisions of the Warranty Conditions.
- 17.3 "**Special Order**" means any Products that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders are non-refundable except at our sole discretion. We reserve the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you.

- 17.4 We will normally refund any money due to you by way of credit note only.
- 17.5 We shall at our sole discretion be entitled to charge you a re-stocking fee for any Special Order Products returned and accepted by us.
- 17.6 **Please Note: we will not accept any responsibility or liability for loss or damage of returning Products during transit.**

## 18 SERVICES

- 18.1 Wherever Services are provided, we will perform the Services with reasonable care and skill.
- 18.2 If we fail to perform the Services in accordance with clause 18.1 or at all, then your sole remedy will be for the re-performance of those Services by us.
- 18.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

## 19 INSTALLATION

- 19.1 If the Services referred to in clause 17 include installation services or bulk Petroleum Products, we may provide detailed instructions to you about site preparation and other requirements required during the installation.

19.2 If you fail to fully comply with the requirements in clause 19.1, we reserve the right to charge you for any additional work required as a result or if we are unable to complete the installation.

## 20 SUPPORT AND MAINTENANCE

20.1 The provisions of this clause 20 will only apply if the particular Services purchased by you under clause 17 include the provision of support and maintenance services.

20.2 We will provide you with such technical advice by telephone, e-mail, and web (or portal) access during our normal business hours for the duration of the period for which you purchase such Services ("**Cover Period**") as is reasonably necessary to resolve your difficulties and queries in using such Products supplied to you and identified by us. The objective of this service is to provide an initial advice and guidance service. It is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training and is available only to your competent trained employees.

20.3 You will provide us with such information, assistance and facilities as we may reasonably require to enable us to perform the Services set out in this clause 20; and direct all enquiries for technical advice to our helpdesk number notified to you from time to time.

20.4 The support and maintenance services do not apply to the extent that you failed to follow any instructions relating to the operation, use and maintenance of the Products (and where you install the Products, instructions as to installation of the Products); to the extent that the query arises from user incompetence, abuse, improper use or use in an environment or for a purpose for which the Products were not designed or intended; if you or a third party alters or repairs the Products without our written consent; or to the extent that the query is attributable to third party materials including any equipment to which the Products are incorporated which is not provided by us.

20.5 You will pay any additional charge levied by us, at our then prevailing rates, for support and maintenance services provided at your request or which fall within the exclusions in clause 20.4

20.6 The Services referred to in this clause 20 will run for the Cover Period and will (unless terminated earlier in accordance with these terms) continue thereafter unless or until terminated by either party serving no less than 90 days' prior notice on the other, such notice to expire on the last day of the Cover Period or subsequent anniversary thereof. We reserve the right to vary the fee payable for such Services on or before each anniversary of commencement of the Cover Period.

## 21 LIMITATION OF LIABILITY

21.1 Subject to the provisions of these Terms, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of any breach of these terms; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

21.2 All warranties, conditions and other terms implied by statute, civil code, common law, or otherwise, are, to the fullest extent permitted by law, excluded from the Contract.

21.3 Nothing in these terms excludes or limits our liability: for death or personal injury caused by our negligence; under European Community (EC) Directive 85/374/EEC and/or section 2(3) of the UK Consumer Protection Act 1987 and or/ Switzerland's Product Liability Act (SR 221.112.944); for fraud or for fraudulent misrepresentation; any losses caused by wilful misconduct; or for any other matter for which it would be illegal for us to contractually exclude, or attempt to exclude, our liability.

21.4 Without prejudice to clause 21.3 where a claim of gross negligence, is made by you, any damages shall be limited only to those damages that where both reasonably foreseeable and which would be typically accruing in the amount of damages.

21.5 Subject to clause 21.3:

21.5.1 we will not be liable to you for any indirect or consequential, special or punitive loss, damage, costs or expenses; loss of profit; loss of business; loss of income or revenue; loss or corruption of or damage to data; waste of management or office time; or damage and/or depletion of goodwill; and

21.5.2 our total liability to you under or connected with these terms will not exceed 100% (one hundred per cent) of the price payable for the Products and/or Services for any one event or series of connected events per annum.

## 22 INTELLECTUAL PROPERTY RIGHTS

22.1 Intellectual Property Rights means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all similar rights and, in each case:

- i. whether registered or not;
- ii. including any applications to protect or register such rights;
- iii. including all renewals and extensions of such rights or applications;
- iv. whether vested, contingent or future; and
- v. to which the relevant party is or may be entitled to, and

in whichever part of the world existing.

22.2 You acknowledge that EMOTIVE may not always be the manufacturer of Products supplied. On this basis, EMOTIVE does not warrant that the Products will not infringe the Intellectual Property Rights of any third party however EMOTIVE shall use its reasonable endeavours to pass on to the Customer the benefit of any warranties and or licences in respect and use of Intellectual Property Rights that it receives from its suppliers or manufacturers in relation to the Products which EMOTIVE has the written authority to pass to you.

22.3 You shall indemnify EMOTIVE against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by EMOTIVE in connection with any claim arising from any modification or use of Products and Intellectual Property Rights (including any unauthorised exploitation of the same) other than in accordance with the Contract or EMOTIVE's instructions.

## 23 TERMINATION AND SUSPENSION

23.1 We may at our discretion suspend or terminate the supply of any Products or Services (in whole or in part) if:

23.1.1 you fail to make any payment when and as due or otherwise defaults in any of your obligations under the Contract or any other agreement with us or if any of the events set out in clause 14.9 occur; or

23.2 For whatever reason:

- a) the Products are reported as out-of-catalogue or discontinued by our supplier(s);
- b) the Products cannot be materially delivered to us by our supplier(s); and/or
- c) the Products were sold as "while stocks last" that were available at the time the Order was placed by you but are no longer available at the time the Order is or is to be dispatched.

23.3 On the termination of the Contract for any reason we will not be obliged to supply any Products and Services ordered by you unless already paid for; all payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision; and you will indemnify us against all costs (including any court, legal and other professional costs), losses or damages incurred by us arising directly or indirectly from any legal liability.

23.4 The termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

23.5 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

23.6 Notwithstanding any other rights or remedies we may have under these Terms with you (and where applicable, your Group of Companies) or by law, we shall be entitled to terminate any Contract immediately on notice without any further obligation or liability to you (or your Group of Companies) where we reasonably believes that you (or any of your Group of Companies) have failed to comply with any Applicable laws (including but not limited to compliance with tax laws and regulations and VAT registration) or where we have a reasonable belief that you (or any of your Group of Companies) have failed to comply with any Applicable laws.

## 24 ANTI-BRIBERY & CORRUPTION

24.1 You shall comply with all Applicable laws relating to anti-bribery and anti-corruption including but not limited to any European Union (anti) Bribery Acts, the UK Bribery Act 2010 and the relevant articles of the Swiss Criminal Code ("Bribery Acts"); not engage in any activity, practice or conduct which would constitute an offence under the Bribery Acts; not induce or reward us or our directors, officers, representative, contractors or personnel to perform or improperly perform a function or activity in connection with this Contract; not directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Contract, other than where a bona fide promotions and/or incentive is run by us (see clause 66 for further details on such promotions and incentives); if you are a business, organisation, partnership, limited liability partnership or a company, have and maintain in place throughout the Contract your own policies and procedures including but not limited to adequate procedures under the Bribery Acts to ensure compliance with the same and to enforce where appropriate; and promptly report to us any request or demand for any undue financial or other advantage of any kind received by us or our directors, officers, representative, contractors or personnel or any undue financial or other advantage of any kind given by us in connection with the performance of this Contract.

24.2 Without prejudice to clause 23.1 we may terminate the supply of any Products or Services to you forthwith if you breach any of the provisions of clause 24.1 above.

24.3 Both parties shall at all times comply with any applicable and relevant European Union, Swiss and UK anti-money laundering and anti-terrorist legislation that shall come into effect from time to time.

## 25 MODERN SLAVERY

25.1 You will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, and include in any contracts you have with direct subcontractors and suppliers, anti-slavery and human trafficking provisions that require each of your subcontractors and suppliers to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

## 26 SANCTIONS

26.1 Unless you have the express authority and/or appropriate license from the relevant Sanctions Authority to do so, you shall not deal with, import, export or re-export the Products to, or from, any person or entity that is subject to any Sanctions or that is located, organized, or resident in a country or territory in the Sanction Lists (each a “**Sanctioned Body**”).

26.2 You shall use best efforts to ensure that your customers or resellers do not deal with, import, export or re-export the Products to, or from, any Sanctioned Body. You shall implement and maintain an adequate monitoring mechanism to detect conduct by any third parties involving the Products which may breach Sanctions. You shall immediately inform us about any issues detected which may affect our supply chain.

26.3 Any violation of Sanctions and any breach of this clause 26 shall constitute a material breach of the Contract and we shall be entitled to terminate the Contract immediately without prejudice to any of our other rights or remedies under the Contract or otherwise.

26.4 Without prejudice to Clauses 26. 1 and 26.2 you will not, and shall use your best endeavours to ensure that your customers or resellers do not, directly or indirectly, import, export, re-export, transfer, sell, resell, ship, or divert any:

26.4.1 Products to any natural or legal person in the Russian Federation or in Belarus or for use in the Russian Federation or in Belarus; or

26.4.2 Russian or Russian origin iron and/or steel products whether processed through any other third country or otherwise.

## 27 FORCE MAJEURE

We will not be liable for any failure in the performance of any of our obligations under this Contract caused by factors outside our control.

## 28 LAW AND JURISDICTION

This Contract will be governed by the laws of the Applicable Jurisdictions and you consent to the exclusive jurisdiction of the courts in such Applicable Jurisdictions of the particular selling or delivering EMOTIVE Affiliate.

## 29 NOTICES

29.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (the latter confirmed by post), by email (evidence confirming the same by post) or by any other means which any party specifies by notice to the other.

29.2 Each party's address for the service of notice will be:

29.2.1 For **Us** – (1) the address specified in clause 1.1 or such other address and/or email (and/or where appropriate facsimile number) as we may specify to you by notice and (2) also by email copy to (i) [sales@emotive-europe.com](mailto:sales@emotive-europe.com) & (ii) [legal@emotive.com](mailto:legal@emotive.com); and

29.2.2 For **You** – the address and/or email (and/or where appropriate facsimile number) and email given to us at the time an order is placed with us.

29.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 96 hours after it was posted, if it was served by facsimile transmission, at the time of transmission and if via email once it has been transmitted with an appropriate email receipt.

## 30 DATA PROTECTION

30.1 Both parties shall at all times comply with General Data Protection Regulations and General Data Protection Regulation ((EU) 2016/679; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (“Data Privacy Laws”).

30.2 You acknowledge that we store, handle and process any personal data in accordance with Data Privacy Laws and our Privacy Notice which can be reviewed at <https://www.lkqcorp.com/privacy/>

30.3 You also acknowledge that in accordance with Data Privacy Laws we may require you to enter into a data processing agreement with us where requested and appropriate.

## 31 GENERAL

31.1 Both parties shall at all times comply with our Code of Ethics which can be found at <https://www.lkqcorp.com/codeofethics> or you may follow your own code of ethics/policies where they are similar to ours.

31.2 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

- 31.3 All amounts due by you under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable law).
- 31.4 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.
- 31.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.
- 31.6 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.
- 31.7 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 31.8 Neither of us intend that any term of this Contract will be enforceable by any person that is not a party to it.
- 31.9 Both parties agree to keep any and all information and/or data it receives from the other under this or in relation to this Contract (including any LKQ API or cataloguing data) strictly private and confidential. The parties will only use such information and/or data for the purpose(s) for which it was provided. Both parties will take steps to protect it as though it was its own confidential information and will only disclose it to its affiliates associates agents or employees ("Agents") on a 'need to know' basis. The parties will ensure that its Agents who have access to the information are bound by similar obligations of confidentiality. Disclosure to third parties without the prior written consent of the other party is not permitted.

**Emotive GmbH**  
**(An LKQ Company)**