PROACT

Terms and Conditions of Purchase of Goods and Services

Version 2.3

THESE TERMS AND CONDITIONS, together with any additional terms specifically agreed and set out in the Contract set out the basis on which the Supplier shall supply goods, services and/or software to Proact.

1. INTERPRETATION

Definitions.

1.1 In these Terms and Conditions, the following definitions apply:

Term	Definition
Confidential Information	means all information of a confidential nature, disclosed in whatever form, which is disclosed directly or indirectly and which includes: (i) the existence and terms of the Contract; (ii) any information that would be regarded as confidential by a reasonable business person relating to: the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); (iii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); or (iv) any information developed by the parties in the course of carrying out the Contract; in each case other than information which: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of the Contract); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; (d) the parties agree in writing is not confidential or may be disclosed; or (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party
Contract	an agreement for the provision of goods, services and/or software by the Supplier to Proact and which refers to or otherwise incorporates these Terms and Conditions
Data Protection Law	any applicable laws relating to the protection of Personal Data from time to time including the GDPR
Delivery Date	the date on which the Supplier shall deliver the goods, as agreed by the parties in the Contract
Intellectual Property Rights	patents, rights to inventions, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, moral rights, database rights, trade secrets, trade or business names or domain names, get-up, goodwill, the right to sue for passing off, and other similar rights or obligations whether registerable or not, in any part of the world
Material Change	something which causes or may be likely to cause a material change, in the reasonable opinion of Proact, to the Supplier's business including: (i) a change of control of the Supplier company; (ii) a change to the Supplier's compliance standards (including ISO27001) as at the date of the Contract; or (iii) any breach of law (including breach of any Data Protection Law and/or applicable compliance certifications)
Personal Data	any personal data as defined in Article 4(1) of the GDPR

Proact	the subsidiary legal entity of the Proact Group which is set out in the Contract and to which the goods, services and/or software are provided by the Supplier
Proact Group	Proact IT Group AB (Publ) (org no: 556494-3446) a publicly listed corporation incorporated in accordance with the laws of Sweden and with its principal place of business at Box 4061, SE-169 04 Solna, Stockholm, Sweden and its subsidiaries from time to time as the context requires
SCC	The Arbitration Institute of the Stockholm Chamber of Commerce
Supplier	the legal entity which provides the goods, services and/or software to Proact under the Contract

1.2 Clause and section headings shall not affect the interpretation of these Terms and Conditions.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Any words following the terms including or include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding them.

1.6 A reference to a provision of law is a reference to it as amended extended or re-enacted from time to time and shall include all subordinate law or regulations made thereunder from time to time.

1.7 A reference to writing or written includes email.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 References to clauses are to the clauses of these Terms and Conditions.

1.10 Any reference to these Terms and Conditions or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied in accordance with the provisions of these Terms and Conditions from time to time.

1.11 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2. BASIS OF CONTRACT

2.1 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and the Supplier hereby specifically confirms that any standard terms which are referred to on the Supplier's quotation or in an order acknowledgement but which have not been specifically agreed to in writing by Proact shall not apply to the Contract.

2.2 An order submitted by Proact to the Supplier constitutes an offer by Proact to purchase goods, services and/or software in accordance with these Terms and Conditions.

2.3 An order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing a written acceptance of an order; and

2.3.2 the Supplier doing any act consistent with fulfilling the order,

at which point the Contract shall come into existence.

2.4 The Contract shall continue, unless terminated earlier in accordance with clause 12, for the term as set out in the Contract.

2.5 In the event that there is no specified term, the Contract shall continue until the first anniversary of the date of the Contract when it shall terminate automatically without notice.

For the avoidance of doubt, under no circumstances shall the term of the Contract automatically renew.

2.6 In the event and to the extent only of any conflict or inconsistency between the provisions of:

2.6.1 the clauses of these Terms and Conditions;

2.6.2 the body of the Contract; or

2.6.3 any other document specifically referred to in the Contract;

then the order of precedence shall be as set out in this clause 2.6 with 2.6.1 having the highest priority provided that where any clause in the Contract is expressly stated to have priority over another specifically referenced provision then that clause in the Contract shall take precedence.

3. OBLIGATIONS

3.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.2 The Supplier warrants that, as at the date of the Contract and throughout its term, neither it, nor any of its directors, officers, employees or beneficial owners, is a sanctioned person or entity, and that the Supplier is not owned or controlled (directly or indirectly) by, or acting on behalf of, any sanctioned person or entity.

3.3 Proact shall:

3.3.1 co-operate with the Supplier in all matters relating to the Contract;

3.3.2 provide such access to Proact's premises, our data, and such office accommodation and other facilities, as may reasonably be required by the Supplier and agreed by Proact in advance for the purposes of carrying out its obligations under the Contract; and

3.3.3 provide, in a timely manner, such information as the Supplier may request, and that Proact considers reasonably necessary, in order to carry out its obligations under the Contract and ensure that all information Proact provides is accurate in all material respects.

4. CHARGES AND PAYMENT

4.1 The price of the goods, services and/or software shall be the price set out in the Contract, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

4.2 Where the services are provided on a time-and-materials basis:

4.2.1 the charges payable for the services shall be calculated in accordance with the Supplier's standard daily fee rates in force for the supply of the services, details of which are set out in the Contract;

4.2.2 the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day during normal business hours;

4.2.3 the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's personnel unless it has Proact's prior written consent;

4.2.4 the Supplier shall invoice Proact monthly in arrears for its charges for the month concerned, calculated as provided in this clause 4. Each invoice shall set out the time spent by each of the Supplier's personnel and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

4.3 Where the services are provided for a fixed price, the total price for the services shall be the amount set out in the Contract and the Supplier shall invoice Proact for the charges payable, together with expenses and the costs of materials (and any applicable sales tax) calculated as provided in this clause 4.

4.4 The price of the goods, services and/or software is exclusive of amounts in respect of any applicable sales tax (which shall be separately itemised on the supplier's invoices) but includes the costs of any packaging, insurance and carriage of the goods.

4.5 No extra charges or expenses shall be charged unless reasonable and agreed in writing with Proact before they are incurred.

4.6 The Supplier may invoice Proact for the goods, services and/or software on or at any time after the completion of services or delivery of goods in accordance with the Contract.

4.7 Proact shall pay correctly rendered invoices within 30 days of the end of the month in which it receives the invoice. Payment shall be made to the bank account nominated in writing to Proact by the Supplier.

4.8 Proact shall not under any circumstances be liable to the Supplier for any restocking fees.

4.9 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Euro Interbank Offered Rate (Euribor) 12 month lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

4.10 Proact may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Proact against any liability of Proact to the Supplier, whether such liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

5. INTELLECTUAL PROPERTY

5.1 All materials, equipment, tools, drawings, specifications and data and/or any other Intellectual Property Rights supplied by Proact to the Supplier shall at all times be and remain the exclusive property of Proact, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Proact, and shall not be disposed of or used other than in accordance with Proact's written instructions or authorisation.

5.2 Intellectual Property Rights owned by either party prior to entering into the Contract shall not be transferred and shall remain in the ownership of the original party.

5.3 New Intellectual Property Rights arising out of or in connection with the goods, services and/or software shall be owned by Proact and the Supplier hereby assigns the new Intellectual Property Rights to Proact with full title guarantee, ownership and free from all third party rights.

5.4 The Supplier shall, promptly at Proact's request, do or procure to be done all such further acts and things and the execution of all such other documents as Proact may from time to time require for the purpose of securing for Proact the full benefit of these Terms and Conditions, including all rights, ownership and interest in and to the Intellectual Property Rights and all other rights assigned to Proact in accordance with clause 5.3 or clause 12.4.

6. INDEMNITY

6.1 The Supplier shall keep Proact indemnified on demand against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Proact as a result of or in connection with any claim made against Proact:

6.1.1 for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the goods, services and/or software;

6.1.2 by a third party for:

6.1.2.1 death, personal injury or damage to property arising out of or in connection with defects in goods; or

6.1.2.2 arising out of or in connection with the supply of the goods, services and/or software;

to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

6.1.3 arising out of or in connection with the Supplier's processing of Personal Data in breach of clause 10 or any Personal Data Breach.

6.1.4 any breach by the Supplier of its obligations under clause 14 (Anti-Bribery and Anti-Corruption), clause 15 (Anti-Slavery, Human Trafficking and Supply Chains), or clause 16 (Trade Compliance and Sanctions), including any fines, penalties or third party claims arising from such breach.

6.2 This clause 6 shall survive termination of the Contract.

7. DISPUTE RESOLUTION

7.1 All disputes between the parties arising out of or relating to the Contract shall initially be referred in writing to the senior management of the Supplier and Proact who shall convene a meeting in an attempt to resolve the matter reasonably and in good faith.

7.2 If a dispute remains unresolved for more than 28 days after following the process set out in clause 7.1 or a party fails to observe such process then any remaining dispute arising out of or in connection with the Contract shall be finally settled by arbitration administered by the SCC. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000 (or equivalent amount in another currency). Where the amount in dispute exceeds EUR 100,000 (or equivalent amount in another currency) the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000 (or in each case the equivalent amount in another currency). Where the amount in dispute exceeds EUR 1,000,000 (or equivalent amount in another currency), the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

7.3 The seat, or legal place, of arbitration shall be the country in which Proact is incorporated.

7.4 The language to be used in the arbitral proceedings shall be English.

7.5 Capitalised terms used in this clause and not defined in clause 1.1 of these Terms and Conditions shall have the meaning as set out in the SCC rules for arbitration published by the SCC from time to time and currently available (as at the publication date of these Terms and Conditions) at https://sccinstitute.com/our-services/rules/

8. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall carry and maintain adequate insurances consistent with generally accepted industry standards with a reputable insurance company to cover its obligations and liability under the Contract (such policies to include public liability insurance, product liability insurance, carriage insurance and professional indemnity insurance) and shall provide Proact with such evidence relating to such insurances as Proact may reasonably request from time to time.

9. CONFIDENTIALITY

9.1 Neither party shall for the duration of the Contract and for a period of five years thereafter:

9.1.1 use any Confidential Information except for the purpose of exercising or performing its rights and obligations under the Contract; or

9.1.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with the terms of this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including pursuant to the rules of any regulated stock exchange to which either party is subject.

9.3 This clause 9 shall survive termination of the Contract for any reason.

10. DATA PROCESSING

10.1 Proact and the Supplier acknowledge that they are separate and independent data controllers of any personal data exchanged between them in connection with the Contract. They shall each implement appropriate technical and organisational measures to ensure the security of the personal data they process and to protect against unauthorised or unlawful processing, accidental loss, destruction, or damage.

10.2 If the Supplier processes personal data on behalf of Proact then it will do so under the terms of a separate data processing agreement. In the absence of a signed agreement then the terms of Proact's standard Supplier Data Processing Agreement terms shall apply (as published on Proact's website from time to time, currently available at v1.1.-oneDPA_Supplier.docx).

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms and Conditions excludes or limits the liability of either party for:

11.1.1 death or personal injury caused by the either party's negligence;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any other liability which cannot lawfully be excluded or limited.

11.2 Subject to clause 11.1, Proact's total aggregate liability arising under or in connection with the Contract shall be limited to the amount paid by Proact to the Supplier under the Contract during the 12 months preceding the date on which the liability arose.

12. TERMINATION

12.1 Notwithstanding clause 2.4 of these Terms and Conditions Proact may terminate the Contract in whole or in part at any time before delivery of the goods and/or software and/or performance of services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Without limiting its other rights or remedies, Proact may terminate the Contract with immediate effect by giving written notice to the Supplier:

12.1.1 if a Material Change occurs or if the Supplier fails to make a notification under clauses 18.7 and/or 21.3.2;

12.1.2 if the Supplier commits a material breach that is not capable of remedy or, if it is remediable, fails to remedy that breach within 14 days of being notified in writing to do so by Proact;

12.1.3 if the Supplier is insolvent or takes any step or action in connection with it entering any form of insolvency protection, administration, liquidation or any other composition or arrangement with its creditors;

12.1.4 if the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.5 pursuant to clause 17.2.

12.2 Proact may suspend any purchase order or its obligations under the Contract if it reasonably believes that continuing performance would cause it to breach, or risk breaching, any applicable law, including sanctions, export controls or anti-corruption laws. Suspension in such circumstances shall not constitute a breach of the Contract by Proact, and Proact shall not be liable for any losses suffered by the Supplier arising out of or in connection with any such suspension.

12.3 On termination of the Contract for any reason, the Supplier shall immediately deliver to Proact all copies of our data. The Supplier shall certify to Proact that it has not retained any copies of our data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in clause 9.

12.4 On termination of the Contract by Proact, the Supplier shall immediately deliver to Proact all specifications, programs (including source code) and other documentation comprised in the services and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to and vest in Proact (to the extent that they have not already done so by virtue of clause 5), who shall be entitled to enter the premises of the Supplier to take possession of them.

12.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

12.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. REMEDIES

13.1 If the goods are not delivered on the Delivery Date or do not comply with the undertakings set out in clauses 18 and 19, and/or any of the services are not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract then, without limiting any of its other rights or remedies, Proact shall have the right to any one or more of the following remedies, whether or not it has accepted the goods, services and/or software:

13.1.1 to terminate the Contract;

13.1.2 to reject the goods (in whole or in part) and return them to the Supplier (or require the Supplier to collect the goods) at the Supplier's own risk and expense;

13.1.3 to require the Supplier to repair or replace the rejected goods, or to provide a full refund of the price of the rejected goods (if paid);

13.1.4 to refuse to accept any subsequent delivery of goods or provision of any further services the Supplier attempts to make and to require the immediate repayment by the Supplier of all sums previously paid by Proact to the Supplier under the Contract;

13.1.5 to recover from the Supplier any costs incurred by Proact in obtaining substitute goods, services and/or software from a third party;

13.1.6 to require the Supplier, without charge to Proact, to carry out such additional work as is necessary to correct the Supplier's failure; and/or

13.1.7 to claim damages for any other costs, loss or expenses incurred by Proact which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract not otherwise covered by the foregoing provisions of this clause 13.

13.2 These Terms and Conditions shall apply to any repaired or replacement goods, services or software supplied by the Supplier.

13.3 Proact's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by law.

14. ANTI-BRIBERY AND ANTI-CORRUPTION

14.1 The Supplier shall:

14.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010;

14.1.2 have and shall maintain in place throughout the term of the Contract its own anti-bribery and anti-corruption policies and procedures and will enforce them where appropriate;

14.1.3 promptly report to Proact any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

14.1.4 immediately notify Proact (in writing) if a foreign public official becomes an officer or employee of the Supplier and/or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of the Contract).

14.2 The Supplier shall ensure that any person associated with the Supplier who is performing services and/or providing goods and/or software in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14. The Supplier shall be responsible for the observance and performance by such persons of the provisions of this clause and shall be directly liable to Proact for any breach by such persons.

14.3 Breach of this clause 14 shall be deemed a material breach that is incapable of remedy under clause 12.1.2.

15. ANTI-SLAVERY, HUMAN TRAFFICKING, AND SUPPLY CHAINS

15.1 In performing its obligations under the Contract, the Supplier shall:

15.1.1 comply with all applicable anti-slavery, human trafficking, supply chain monitoring, and environmental laws, statutes, regulations and codes;

15.1.2 not engage in any activity, practice or conduct that would constitute any offence under applicable law;

15.1.3 comply with Proact's Code of Conduct and applicable policies and procedures, which Proact may update from time to time, and which are available upon request;

15.1.4 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15;

15.1.5 notify Proact as soon as it becomes aware of any actual or suspected breach of clauses 15.2 or 15.3; and

15.1.6 maintain a complete set of records to trace the supply chain of all goods, services and/or software provided to Proact in connection with the Contract and permit Proact and/or its third party representatives to inspect the Supplier's premises, records and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 15.

15.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

15.3 Breach of this clause 15 shall be deemed a material breach that is incapable of remedy under clause 12.1.2.

16. TRADE COMPLIANCE AND SANCTIONS

16.1 The Supplier shall at all times comply with all applicable laws, regulations and mandatory requirements relating to trade sanctions, export controls and embargoes, and all applicable anti-money laundering, counter-terrorist financing and financial crime laws.

16.2 The Supplier shall not supply, deliver or otherwise make available any goods, services and/or software under the Contract:

16.2.1 to or for the benefit of any sanctioned person or entity, or any prohibited end-user; or

16.2.2 in or to any sanctioned country, except to the extent expressly permitted by applicable law.

16.3 The Supplier shall promptly notify Proact if it becomes aware that:

16.3.1 it is, or is likely to become, a sanctioned person or entity;

16.3.2 it has breached, or is reasonably likely to breach, any of its obligations under this clause; or

16.3.3 any activities under the Contract may expose Proact to a breach of applicable sanctions, export control or trade compliance laws.

16.4 Breach of this clause shall be deemed a material breach that is incapable of remedy for the purposes of clause 12.1.2.

17. GENERAL

17.1 Notices:

17.1.1 Supplier Notices: Any notice required to be given in writing by the Supplier shall be given by way of email to legal@proact.eu.

17.1.2 Proact Notices: Any notice required to be given in writing by Proact may be sent by registered post to the Supplier's address stated in the Contract (or its registered address if not specified) and/or emailed to the Supplier's representative named in the Contract or the person with whom Proact has been communicating in relation to the Contract.

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

17.2 Transfer, sub-contracting and change of control: Proact shall be entitled freely to assign, transfer or subcontract its obligations under the Contract including to any other company in the Proact Group. The Supplier shall not assign, subcontract, transfer, charge, or deal in

any other manner with any or all of its rights and obligations under the Contract without the prior written consent of Proact (such consent not to be unreasonably withheld). Proact shall be entitled to terminate the Contract immediately upon written notice to the Supplier in the event that the Supplier fails to comply with this clause or if there is any change of control of the Supplier.

17.3 Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.4 Force majeure: Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from the following events beyond its reasonable control: flood, drought, earthquake, war, fire, explosion or building collapse. In such circumstances the affected party's time for performance shall be extended proportional to the delay. If the period of delay or non-performance continues for more than 4 weeks, the party not affected may terminate this Contract immediately on written notice to the affected party. In the event that Proact terminates the Contract pursuant to this clause, the Supplier shall refund to Proact any advance payments made for goods, services and/or software not received as at the effective date of termination.

17.5 Waiver and cumulative remedies: A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.6 Variation: Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Proact.

17.7 Execution Formalities: The Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery. The parties further agree that they may conduct business transactions using electronic documents and electronic signatures and that any agreement signed electronically using an electronic signature service shall for all purposes be deemed to be validly executed by the party or parties so signing.

17.8 Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.9 Governing Law: The Contract shall be governed by and construed according to the law of the country of legal domicile of Proact.

If the Contract includes the supply of goods and/or software, the following clauses 18 to 20 inclusive will apply:

18. THE GOODS

18.1 The Supplier shall ensure that the goods:

18.1.1 conform with their description as set out in the Contract and any applicable specification;

18.1.2 are free from defects in design, material and workmanship and remain so for 12 months after delivery;

18.1.3 are fit for any purpose held out by the Supplier or made known to the Supplier by Proact expressly or by implication, and in this respect Proact relies on the Supplier's skill and judgement;

18.1.4 comply with all applicable legal requirements; and

18.1.5 are authorised for re-sale and use within the UK and European Economic Area and the Supplier undertakes to produce evidence in writing of such authorisation upon request by Proact.

18.2 The Supplier hereby grants to Proact without further charge the irrevocable right and licence to use any software and to assign such rights and use to its customers and/or to the Proact Group.

18.3 The Supplier warrants that at the time of installation, all software will be free from viruses, malware and anything else that would impair performance of the software (as it might reasonably be expected to operate) and/or cause damage to the Proact Group and/or its customers.

18.4 The Supplier will supply to Proact all user manuals, training and other documentation for the goods without any further charge in such form and quantity Proact may reasonably request.

18.5 Proact shall have the right to inspect and test the goods before delivery occurs.

18.6 If following such inspection or testing Proact considers that the goods do not conform or are unlikely to comply with the Supplier's undertakings in this clause 18, Proact shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

18.7 The Supplier shall notify Proact as soon as reasonably practical where a Material Change occurs or is likely to occur.

18.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Proact shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

19. DELIVERY

19.1 The Supplier shall ensure that:

19.1.1 the goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; each delivery of the goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the goods (including the code number of the goods, where applicable), special storage instructions (if any) and, if the goods are being delivered by instalments, the outstanding balance of goods remaining to be delivered; and

19.1.2 if the Supplier requires Proact to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

19.2 Delivery of the goods shall be completed when the goods are unloaded by the Supplier at the agreed delivery location.

19.3 The price for goods shall be as set out in the Contract. Unless otherwise specifically stated in the Contract, and subject to these Terms and Conditions, all charges quoted are Delivered Duty Paid (DDP) per Incoterms 2020 Rules.

19.4 The Supplier shall deliver the goods:

19.4.1 on the Delivery Date (or before then, if permitted in the Contract), or, if no such date is specified, no later than 28 days after the Contract date;

19.4.2 unloaded at the agreed delivery location; and

19.4.3 during Proact's normal business hours, or as otherwise instructed by Proact.

This clause 19.4 is a condition of the Contract and time shall be of the essence in relation to its performance. Breach of this clause shall constitute a material breach by the Supplier for the purposes of clause 12.1.2.

19.5 The Supplier shall not deliver the goods in instalments without Proact's prior written consent. Where it is agreed that the goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one

instalment on time or at all or any defect in an instalment shall entitle Proact to the remedies set out in clause 13.

19.6 The Supplier shall be responsible (at its cost) for clearing the goods for export (in country of origin) and import (in destination country), each in accordance with applicable laws, including obtaining customs clearance in each country and paying all duties and taxes which fall due as a result.

20. OWNERSHIP AND RISK

Ownership and risk in the goods shall pass to Proact on completion of delivery.

If the Contract includes the provision of services, the following clauses 21 and 22 will apply:

21. THE SERVICES

21.1 Any times specified for performance of the services shall be binding conditions of the Contract and time shall be of the essence in relation to such performance. Any breach of such a condition shall constitute a material breach by the Supplier for the purposes of clause 12.1.2.

21.2 If the Supplier fails to perform the services within the time stipulated or to meet any performance dates in the Contract, notwithstanding its other remedies in these Terms and Conditions or at law, Proact shall be entitled to:

21.2.1 cancel the order in whole or in part without liability to the Supplier;

21.2.2 refuse to accept any subsequent performance of the services which the Supplier attempts to make;

21.2.3 purchase substitute services elsewhere;

21.2.4 hold the Supplier accountable for any loss and additional costs incurred; and/or

21.2.5 receive a refund from the Supplier of all sums previously paid by Proact to the Supplier for the order.

21.3 The Supplier shall:

21.3.1 cooperate with Proact in all matters relating to the services including complying with Proact's reasonable security requirements where such requirements have been notified to the Supplier by Proact;

21.3.2 notify Proact as soon as reasonably practical where a Material Change occurs or is likely to occur; and

21.3.3 appoint a project manager, who shall have authority to commit the Supplier on all matters relating to the services.

21.4 Proact may, acting reasonably, decline to accept any persons (including replacements) proposed by the Supplier to carry out the services, and in such event the Supplier shall propose a replacement person without delay.

21.5 The Supplier acknowledges and agrees that:

21.5.1 any specification agreed between the parties is accurate and complete in all material respects, and is not misleading; and

21.5.2 if it considers that Proact is not or may not be complying with any of its responsibilities under the Contract, it shall only be entitled to rely on this as delaying performance:

21.5.2.1 to the extent that it restricts or prevents performance of the services by the Supplier; and

21.5.2.2 if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to Proact in writing.

22. QUALITY OF SERVICES

22.1 The Supplier warrants to Proact throughout the duration of the Contract that:

22.1.1 the Supplier will perform the services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;

22.1.2 the services will conform with all descriptions and specifications provided to Proact by the Supplier, and/or agreed between the parties; and

22.1.3 the services will be provided in accordance with, and the Supplier will comply with, all applicable laws from time to time in force.

22.2 The provisions of this clause 22 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

23. AUDIT

23.1 The Supplier agrees to allow Proact, or its affiliates or independently appointed accountant, auditor or customer authorised representatives ("Representatives"), the right to audit the Supplier's compliance with applicable laws, the Supplier's compliance with the and Supplier's Contract, sustainability processes, practices, and records, contractual obligations, and industry standards.

23.2 Audits may be conducted annually or as deemed necessary by Proact. Proact will provide the Supplier with reasonable advance notice, but in no event less than 14 calendar days written notice.

23.3 Audits shall be conducted during regular business hours.

23.4 The Supplier shall provide Proact and Representatives with access to all relevant records, documents, and facilities necessary to conduct an audit. This includes, providing copies of documents or other evidence, such as but not limited to procurement records, production processes, and sustainability practices.

23.5 Facilities shall include any other premises used in connection with Supplier's provision of the goods, services or software and performance of its obligations under the Contract, whether or not owned or controlled by the Supplier, in each case during regular business hours.

23.6 The Supplier agrees to cooperate with Proact and Representatives during any audit process. This includes providing timely responses to inquiries, facilitating site visits, and granting access to key personnel.

23.7 Proact and Representatives agree to uphold confidentiality of all information acquired during the audit, except where disclosure is mandated by law or required to enforce the provisions of this clause 23.

23.8 Where requested, Proact will provide the Supplier with a written report of the audit findings. The Supplier agrees to promptly address and remedy any identified non-compliance or deficiencies and implement corrective actions as recommended by Proact.

23.9 In addition, Proact will periodically conduct check-ins with regard to non-compliances or deficiencies and corrective actions.

23.10 The costs of the audit shall be borne by Proact, unless Proact considers that the Supplier has not performed its obligations, or goods, services or software sold are not, in accordance with the provisions of the Contract or applicable laws, the Supplier shall bear the costs, and at its own expense and as soon as reasonably practicable, remedy the non-compliance and shall pay the reasonable costs of Proact or Representative incurred in respect of the audit.

24. COUNTRY SPECIFIC PROVISIONS

The following provisions of these Terms and Conditions shall have effect only if Proact is legally domiciled in the country set out in the provision. To the extent only of any contradiction between the provisions in clauses 1 to 23 and the following clauses, the following clauses shall have priority.

24.1 If Proact is legally domiciled in the **Czech Republic** the following provisions shall apply:

24.1.1 The parties agree to exclude the applicability of the following sections of the Act. Np. 89/2012 Coll., the Civil Code: section 1751 para. 2 (knock-out rule for battle of forms rather than no contract), sections 1765 and 1766 (so that both parties shall bear the risk of change in circumstances and none of them is entitled to invoke potential change of circumstances, 1799 and1800 (rules applicable for boilerplate contracts), 1919 -1925 (liability for defects) and 2002 (withdrawal from a contract in case of a material breach).

24.2 If Proact is legally domiciled in **Belgium** the following provisions shall apply:

24.2.1 One original copy of the contract shall be executed for each party to the contract in accordance with Belgium law governing the execution of contracts.