

LEHVOSS UK TERMS AND CONDITIONS OF PURCHASE (2025/01/01)

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

Contract: the contract between the Company and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Company: LEHVOSS UK Ltd, registered in England and Wales under company number 02691340 and registered office at Westminster House, 10 Westminster Road, Macclesfield, Cheshire, SK10 1BX.

Company Materials: has the meaning set out in clause 8.

Delivery Date: the date specified in the Order, or, if none is specified, within 5 days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: the goods (or any part of them) set out in the Order.

Mandatory Policies : the Company's business policies listed in Schedule 1, as amended by notification to the Supplier from time to time.

Order: the Company's order for the Goods, as set out in the Company's purchase order form or in the Company's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Company and the Supplier.

Supplier: the person or firm from whom the Company purchases the Goods.

1.2 Interpretation:

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

2. Basis of contract

2.1 These 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 law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Company to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Order; and
- (b) the Supplier doing any act consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

2.4 The Supplier expressly waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.5 The Supplier is obliged to accept the Order within 5 Business Days. Orders shall always be placed in writing. Orders placed by telephone or verbally shall only become valid upon our written confirmation.

3. Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgment; and
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery.

3.2 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.

3.3 The Company may, but is not obliged to, inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 The supplier acknowledges that the Company carries out its incoming goods inspection properly by taking reasonable samples of the identity of the goods, weight, dimensions and appearance immediately after delivery, at the latest within 14 days.

3.5 The Company is not obliged to carry out technical functional tests and other inspections.

3.6 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Company shall inform the Supplier at the latest within 14 days (hidden defects in the delivery within 14 days of discovery) and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.7 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.8 In case of defect, the limitation period is 36 months, calculated from the transfer of risk. This period shall be extended by the period of subsequent fulfilment measures by the Supplier from receipt of the notification of defects until the Supplier declares the termination of the measure in writing or refuses further subsequent fulfilment in writing. In the case of self-supplementary fulfilment by the Company, this period shall be extended by the period up to the end of the supplementary performance

3.9 The Supplier shall be obliged to point out possible defects, in particular with regard to compliance with the state of the art in science and technology, environmental protection regulations or technical expediency and feasibility. If there are concrete indications of defective deliveries, the Company shall have the right to inspect the goods for suitability themselves or at an independent testing institute at the Supplier's expense.

3.10 Deviations from the Order and changes shall only apply if the Supplier makes special reference to them and they have been accepted by the Company in writing.

4. Delivery

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) 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
- (c) if the Supplier requires the Company 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.
- 4.2** The Supplier shall deliver the Goods:
- (a) on the Delivery Date;
 - (b) at the Delivery Location; and
 - (c) during Business Hours, or as instructed by the Company.
- 4.3** In the event of premature delivery, the Company shall be entitled to make payment for the Goods on the basis of the agreed delivery date and taking into account the agreed payment term.
- 4.4** Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.5** The Supplier is obliged to inform the Company immediately in writing if circumstances occur or become recognisable to them which indicate that the agreed delivery time cannot be met. The Supplier is aware that delays in delivery can lead to production stoppages for the Company or its customers. Furthermore, the Supplier is aware that the Company supplies its customers "just in time", among other things.
- 4.6** The Company may demand changes to the delivery time even after conclusion of the Contract, insofar as this is reasonable for the Supplier. In the event of such an amendment to the Contract, the effects for both parties, in particular with regard to additional or reduced costs and the delivery date, shall be taken into account appropriately.
- 4.7** If the Supplier:
- (a) delivers less than [95]% of the quantity of Goods ordered, the Company may reject the Goods; or
 - (b) delivers more than [105]% of the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.
- If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.8** The Supplier shall not deliver the Goods in instalments without the Company'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 the Company to the remedies set out in clause 5.
- 4.9** The Company has the right to refuse acceptance of Goods in cases of force majeure, strike and lockout, operational disruptions, unrest and official orders, provided that it is not responsible for these events.
- 5. Company remedies**
- 5.1** If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Company may exercise any one or more of the following rights and remedies:
- (a) to terminate the Contract;
 - (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) 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);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods from a third party; and
 - (f) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2** If the Supplier is in default of delivery, the Company shall be entitled to demand a contractual penalty of 0.3% of the net order value per calendar day of delayed delivery, up to a maximum of 5% of the net order value. The Company is also entitled to claim a contractual penalty in addition to fulfilment and entitled to claim damages resulting from the delay which exceed the amount of the forfeited contractual penalty. If the Company exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 5.3** These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.4** The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6. Title and risk**
- 6.1** Title and risk in the Goods shall pass to the Company on completion of delivery.
- 7. Price and payment**
- 7.1** The price of the Goods shall be the price set out in the Order, 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.
- 7.2** The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Company shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) includes the costs of packaging, insurance and carriage of the Goods. Unless otherwise agreed in writing, the price includes delivery "DDP" INCOTERMS 2020 including packaging. The return of packaging re-quires a special written agreement.
 - (c) If the Supplier uses disposable pallets despite any agreement to the contrary, the Company shall dispose of them at the Supplier's expense.
- 7.3** No extra charges shall be effective unless agreed in writing with the Company.
- 7.4** The Supplier may invoice the Company for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Company's order number, the Supplier's VAT registration number and any supporting documents that the Company may reasonably require.
- 7.5** Invoices must be submitted separately immediately after dispatch of the Goods. Packing lists and agreed information and documents, such as in particular initial samples, test reports, tool lists etc., must be enclosed with the invoices.
- 7.6** The Company shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.7** If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 7.8** The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

- 8. Company materials**
- 8.1** The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Company to the Supplier (**Company Materials**) and all rights in the Company Materials are and shall remain the exclusive property of the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company and not dispose or use the same other than in accordance with the Company's written instructions or authorisation.
- 8.2** If the Company Materials are inseparably mixed with other items not belonging to the Company, the Company shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer co-ownership to the Company on a pro rata basis. The Supplier shall keep the sole ownership or co-ownership for the Company.
- 9. Indemnity**
- 9.1** The Supplier warrants that no third-party rights are infringed in connection with its delivery and shall indemnify the Company 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 the Company as a result of or in connection with:
- (a) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (b) any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (c) any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, 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.
- 9.2** The limitation period is 10 years, calculated from the conclusion of the Contract.
- 9.3** This clause 9 shall survive termination of the Contract.
- 10. Insurance**
- During the term of the Contract and for a period of 2 years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Company on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11. Export Control and Customs**
- 11.1** The Supplier is obliged to inform the Company of any authorisation requirements for (re-)exports of the Goods in accordance with UK, European or US export and customs regulations and the export and customs regulations of the country of origin of the Goods in its business documents. For this purpose, the Supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant goods items:
- (a) The commodity code (HS code) of its goods,
 - (b) The commercial origin of goods,
 - (c) The dual-use list position according to EU Dual-Use Regulation 2021/821, if applicable,
 - (d) For US goods or components, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR),
 - (e) Classification of its goods or their components in Chemicals Schedules 1 to 3 of the International Chemical Weapons Convention, if applicable,
 - (f) A contact person in his company to clarify any queries the Company may have. At the Company's simple request, the Supplier is obliged to inform it in writing of all further foreign trade data relating to the Goods and their components and to inform immediately (before delivery of the Goods) in writing of all changes to the above data.
- 11.2** Each order is subject to the proviso that its fulfilment does not violate national or international export control regulations, e.g. embargoes or other sanctions, even if these come into force after conclusion of the contract.
- 11.3** If delivery of the Goods is restricted or prohibited due to export control laws, the Company may, at its sole discretion, suspend the rights and obligations of the Supplier until further notice and/or terminate the contract (in whole or in part). In no event shall the Company be liable for any costs or damages resulting from legal consequences of export control.
- 12. Compliance with relevant laws and policies**
- 12.1** In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable laws, statutes, regulations from time to time in force; and
 - (b) comply with the Mandatory Policies.
- 12.2** Breach of clause 12.1 shall constitute an irremediable material breach of the Contract.
- 13. Termination**
- 13.1** The Company may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2** Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of the Supplier being notified in writing to do so;
 - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;
 - (d) 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
 - (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.3** On termination or expiry of the Contract, the Supplier shall immediately return all Company Materials. If the Supplier fails to do

- so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.4** Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.5** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 14. Force majeure**
Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 10 days' written notice to the affected party.
- 15. General**
- 15.1 Assignment and other dealings**
- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 15.2 Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 15.3 Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties in connection with the purchase of the Goods.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.4 Variation.** Except as set out in these 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 the Company.
- 15.5 Waiver.**
- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.6 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.7 Confidentiality.** The Supplier is obliged to keep all confidential information concerning the business, assets, affairs, clients, suppliers, knowhow, illustrations, drawings, calculations and other documents and information received regarding the Company strictly confidential. They may only be disclosed to third parties with the Company's express consent. This also applies to affiliated companies of the Supplier. This confidentiality obligation shall survive the Contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- 15.8 Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be addressed to its main place of business.
- 15.9 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 15.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 15.12 CISG.** If the Supplier has its registered office outside the UK, the **CISG ("United Nations Convention on Contracts for the International Sale of Goods ")** shall apply with the following special provisions:
- (a) Contract amendments or cancellations must be made in writing. This also applies to agreements on the cancellation of this written form requirement.
- (b) In the event of a culpable breach of contract, the Supplier shall also be liable for damage that was unforeseeable at the time the contract was concluded.
- (c) In the event of delivery of non-conforming goods, the Company may demand a replacement delivery from the Supplier if the non-conformity constitutes a material breach of contract. A material breach of contract is, among other things, if the goods are only manufactured or sold by the Supplier or if it is unreasonable for the Company to purchase the goods from a third party for any other reason.
- (d) In the event of delivery of non-conforming goods, the Company may declare the Contract void if the non-conformity constitutes a material breach of contract. A material breach of contract is, among other things, if the damage is difficult or impossible to estimate, if immaterial damage has occurred, if the claim for damages is excluded under Article 79 V of the UN Convention on Contracts for the International Sale of Goods, if, in the case of continuing obligations, confidence in the reliability of the supplier is permanently impaired or if the non-conformity of the goods reaches such an extent that it is no longer possible to sell the goods in the ordinary course of business.

Schedule 1COMPANY'S MANDATORY POLICIES

The Company's Sustainability Policy and ESG Standards:

1.1 We are guided by the principle of sustainable development and observe internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights and responsible corporate governance (hereinafter "ESG standards"). We have described our understanding of the ESG standards in the Code of Conduct for Business Partners (<https://www.lehvoss.co.uk/supplier-code-of-conduct>). We expect suppliers to comply with these ESG Standards. We also require the supplier to encourage its subcontractors and sub-suppliers to comply with the relevant standards. We are authorised to check the supplier's compliance with the aforementioned regulations ourselves or through third parties commissioned by us following prior notification.

1.2 When executing the contract, the supplier must fulfil the requirements for occupational safety and health and environmental protection specified by us in the contract.

1.3 Legal requirements in accordance with the Supply Chain Due Diligence:

1.3.1 We may be obliged to comply with certain human rights and environmental due diligence obligations in our upstream and downstream supply chains in order to avoid or minimise actual and potential negative impacts on human rights and the environment or to end violations of human rights or environmental obligations. The human rights and environmental due diligence obligations have the meaning as defined in the DIRECTIVE (EU) 2024/1760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 on due diligence obligations of companies with regard to sustainability (CSDDD) (the "Act"), as amended (the current version of the Act can be downloaded at the following link):

https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:L_202401760 .

1.3.2 The Supplier undertakes to comply with the human rights and environmental obligations described in the law and to take appropriate account of this expectation towards its own suppliers along its supply chain (the "Expectations"). In particular, the Supplier undertakes to avoid or minimise such risks and to end violations of human rights and environmental obligations. In addition, the Supplier undertakes to instruct its officers and employees to comply with the Expectations and to provide training to its officers and

employees regarding compliance with the Expectations. At our request, the supplier shall participate in appropriate training organised by us.

1.3.3 We shall have the right, upon prior written notice, to conduct audits to ensure the Supplier's compliance with its obligations under this clause (the "Audit") either ourselves and/or through authorised third parties (the "Auditor"). The Supplier shall provide us and/or the Auditor with all data, documents and other information in written, oral and/or electronic form that we and/or the Auditor reasonably request for the Audit.

1.3.4 If we suspect a breach of a human rights or environmental obligation by the Supplier or any of its contractors or suppliers at any tier and we have evidence of such breach, the Supplier shall take and implement appropriate corrective action or cause the relevant contractors or suppliers to take and implement such action as we may reasonably request in writing.

1.3.5 At our request, the Contractor or Supplier shall promptly (i) develop with us a plan to remedy the breach of a human rights or environmental obligation (the "Remedial Plan"), including a specific timetable for such plan, and (ii) implement such measures as we may reasonably require to implement such Remedial Plan.

1.3.6 We shall have the right to terminate the Contract with immediate effect if (i) the Supplier fails to fulfil its obligations under this clause, (ii) there is a material breach of expectations or (iii) the implementation of the Remedial Action Plan has not remedied the breach of a human rights or environmental obligation within a timetable set out in the Remedial Action Plan.

1.3.7 Possible compliance violations or human rights violations can be reported via our anonymous whistleblower channel, accessible via link: <https://www.lehvoss.co.uk/company/anonymous-whistleblower-channel> or via QR code:

