

General Terms and Conditions of Purchase of Arcera

Version 1.0 effective as of 1 March 2026

1. Definitions

In these Conditions and any Contract, the following expressions have the meanings ascribed to them in this Section 1:

“Arcera” means the legal entity of the Arcera Group entering into a Contract for Goods and/or Services with the Supplier.

“Arcera Group” means Arcera Life Sciences LLC OPC headquartered in Abu Dhabi and its Subsidiaries.

“Affiliate/s” means with respect to either Party any corporation or business entity Controlling, Controlled by or under common Control with a Party to a Contract. “Control” means the direct or indirect ownership of more than fifty percent (50%) of the voting stock in an entity or a Party and/or otherwise the power to direct or cause the direction, directly or indirectly, of the management and policies of such entity or Party; “Controlled” and “Controlling” shall be construed accordingly.

“Compliance Requirements” has the meaning as defined in Section 11.1.

“Conditions” means the general terms and conditions for purchase of Goods and/or Services set out in this document.

“Contract” means any agreement that includes these Conditions, as well as any Purchase Orders issued under a framework or master agreement. In the absence of such an agreement, **“Contract”** means any individual Purchase Order issued by Arcera that incorporates these Conditions accepted by Supplier.

“Goods” means any items, products, materials, equipment, components, accessories, design, hardware, software, rental properties and items that are attached to such rental properties but may be severed

from the real property without material harm to such items, stored goods, and all related documentation to be supplied under a Contract.

“Party” or **“Parties”** means individually Arcera or Supplier, or collectively Arcera and Supplier.

“Purchase Order” means an order submitted by Arcera to Supplier for the purchase of Goods and/or Services, whether stand-alone or under a master or framework Contract.

“Services” means the services including any associated deliverables to be provided by Supplier, and/or any of its approved subcontractors under a Contract.

“Subsidiary” means any entity directly or indirectly Controlled by Arcera Life Sciences LLC OPC.

“Supplier” means the person or entity selling the Goods and/or Services requested by Arcera.

“Third Party/ies” means any party other than the Parties or their Affiliates.

“Writing” or **“written”** includes letter, fax and email but excludes text messages and other real time messaging services.

2. Applicability and Precedence

2.1 These Conditions apply when Arcera purchases Goods and/or Services from a Supplier.

2.2 Supplier’s terms and conditions (including any pre-printed standard terms and conditions on the reverse of, or attached to, any offer, invoice, delivery note or any other correspondence issued by Supplier in connection with the Contract) do not apply unless Arcera expressly consents thereto in writing. Acceptance of, or payment for, Goods or Services provided by Supplier does not constitute acknowledgement or

acceptance of Supplier's terms and conditions, which are hereby rejected.

- 2.3 If there is any contradiction between a Contract between the Parties and these Conditions, the Contract takes precedence over these Conditions. If there is any contradiction between a Purchase Order and a Contract under which the relevant Purchase Order was issued, the Purchase Order takes precedence only with respect to the specific dates and properties of the Goods and/or Services (e.g. delivery dates, lead time, quantities).

3. Conclusion of a Contract

- 3.1 If Arcera requests Supplier to submit a written offer for Goods or Services Supplier shall not be entitled to charge Arcera for preparing such offer. Unless agreed otherwise, the offer must be submitted in the format and manner and according to the specifications indicated by Arcera, with all required data. A Contract is concluded only if Arcera accepts Supplier's offer by submitting a written or electronic Purchase Order.
- 3.2 Arcera may submit a Purchase Order without prior inquiry. In such case a Contract is concluded in one of the following ways: (i) through an order confirmation from Supplier, (ii) upon the commencement of Supplier's performance in any manner, or (iii) after the expiry of ten (10) calendar days from Supplier's receipt of the Purchase Order, provided Arcera has not received a written rejection of the Purchase Order from Supplier.

Arcera may change a Purchase Order at any time in writing before the conclusion of the Contract. However, any amendments after the conclusion of the Contract are valid only if accepted in writing by both Parties. No oral amendments or supplementary agreements are valid unless confirmed in writing.

- 3.3 Additionally, a Contract is established when the Parties execute a written agreement regarding the supply of Goods and/or Services that incorporates these Conditions.

- 3.4 Affiliates of Arcera and the Supplier may adopt a Contract by entering into work orders under a master or framework Contract executed by Arcera. In such instances, all references to "Arcera" within that Contract shall be interpreted as referring to the respective Affiliate of Arcera. Additionally, the terms "Party" and "Parties" as used in these Conditions shall be understood to include the respective Affiliates of Arcera and the Supplier.

4. Prices and Payment

- 4.1. Unless otherwise specified in the Contract or agreed in writing, the price for the Goods and/or the fee for Services as stated in the Contract (each a "**Price**") is binding and is regarded as fixed Price including all taxes (except statutory value-added tax that is to be added at the statutory rates, if applicable) levies, duties, fees (including license fees) and all incidental cost and expenses, such as e.g. primary and secondary packaging, transport etc.
- 4.2. Without the prior written consent of Arcera, no increase in the Price is effective, whether due to increased material, labour or transportation costs or otherwise. Without prejudice to the preceding sentence, Supplier shall properly substantiate any Price increase request and link it to an industry standard index.
- 4.3. Supplier shall issue each invoice upon delivery of the Goods and/or the date of Arcera's approval of the deliverables that were agreed prior to the execution of Services by the Parties and send them electronically to the billing address stipulated in the Contract.

Each invoice issued by Supplier must contain in addition to all legally required information the following:

- a) Purchase Order recipient (name);
- b) Arcera Purchase Order no;
- c) Goods and/or Services description and quantity;
- d) Arcera product no (if applicable);
- e) Supplier article no;
- f) Number of delivered shipping boxes/containers (if applicable); and
- g) Gross and net weight (if applicable).

Further, the Supplier shall provide Arcera with all customary quality and technical documents requested by Arcera or required to successfully complete the Purchase Order in compliance with applicable laws.

- 4.4. Unless otherwise mandated by applicable law, specified in the Contract, or agreed in writing, and subject to Supplier complying with its obligations under the Contract, Arcera shall pay all invoices net within ninety (90) calendar days of receipt of a proper invoice to the account(s) stated in the corresponding Contract, provided that the invoice conforms with applicable laws, rules, regulations, and standards.
- 4.5. Arcera may withhold payment of any disputed or insufficiently documented amounts included in any invoice. Furthermore, Arcera may set-off any sum due from Supplier to Arcera against any amount due from Arcera to Supplier under the Contract, or to recover such sums as a debt.
- 4.6. Arcera's payment of an invoice does not constitute acceptance of the Goods and/or Services and is without prejudice to any other rights or remedies of Arcera.
- 4.7. If Arcera exceptionally accepts to make prepayments on Contracts, such

prepayments must at Arcera's request first be secured by Supplier by corresponding guarantees issued by a bank acceptable to Arcera.

5. Provisions on the supply of Goods

The provisions of this Section 5 apply to Contracts for the supply of Goods. They only apply to Contracts on Services to the extent that Supplier supplies specific Goods to Arcera as a result of the Service provided under the Contract.

5.1. Delivery

- 5.1.1. Supplier shall deliver Goods to Arcera DDP (domestic deliveries) respectively DAP (international deliveries) Arcera warehouse under the current edition of Incoterms published by the International Chamber of Commerce, Paris, France. For deliveries to Acino Pharma AG in Switzerland, Supplier or its designee shall register a delivery slot for the Goods at the following link: www.cargoclix.com/Acinopharma.
- 5.1.2. With each delivery of Goods, Supplier shall provide Arcera with all required and necessary delivery and product documents.
- 5.1.3. The delivery date agreed in the respective Contract constitutes a binding deadline. Supplier shall promptly notify Arcera in writing if it anticipates that it will not be able to meet the agreed delivery date, stating the reasons and the expected delay. Partial (i.e. deliveries below the agreed quantity) or delayed deliveries are only permissible with Arcera's prior written consent. Supplier shall be automatically in default (i.e. without the need for Arcera to send a formal written reminder) if Supplier exceeds an agreed delivery date by more than ten (10) calendar days. In that case Supplier shall pay a contractual penalty of five percent (5%) of the invoice price of such delayed delivery (pro rata in case of partial deliveries) for each

beginning week of delay, limited to twenty-five percent (25%) of the invoice price of such delayed delivery. In the event that a delay exceeds thirty (30) calendar days, Arcera may terminate the Contract at its discretion in full or for the delayed part of the delivery and without any compensation to Supplier. Nothing in this Section 5.1.3 shall act as waiver of Arcera's right to compensation for loss or damage resulting from Supplier's default or any incomplete delivery.

5.2. Packaging / Transport

5.2.1. The Goods shall be packed and transported with appropriate packaging materials approved at the place of destination in such a way that transport damages are avoided. The Goods are to be labelled in accordance with the statutory provisions applicable at the place of destination. Supplier shall be liable for any damage resulting from improper packaging/transport.

5.2.2. Arcera is entitled to return, at Supplier's risk and expense, any Goods that are not packed and transported as agreed in the respective Contract. Expensive and/or recyclable packaging materials are to be taken back by Supplier or will be returned to Supplier, at Supplier's cost and risk.

5.2.3. Supplier shall bear the hazards and risks of transport and shall adequately insure the Goods, unless agreed otherwise under a Contract.

5.3. Transfer of Risk and Ownership

The title and risk in each consignment of the Goods passes to Arcera upon their delivery in accordance with the applicable Incoterm.

5.4. Incoming Inspection / Defective Goods

5.4.1. Supplier represents and warrants that the Goods delivered (i) comply with all the agreed specifications and

requirements, (ii) are in conformity with all applicable Compliance Requirements, (iii) are free from any defects in title, material and workmanship and from any and all liens and encumbrances, pledge or right of retention, (iv) comply with any specific standards set forth in the Contract (as applicable) ("**Agreed Quality**").

5.4.2. Before acceptance, Arcera shall conduct a visual inspection of the Goods as soon as practicable in the ordinary course of business upon their receipt by Arcera or its designee. If such visual inspection reveals that a given delivery of Goods supplied by Supplier does not conform with the Agreed Quality or is otherwise defective ("**Defect**" / "**Defective Goods**"), Arcera shall inform Supplier thereof in writing. If Arcera later becomes aware of any hidden Defect of the Goods that could not reasonably be detected by the visual inspection ("**Hidden Defect**"), Arcera shall inform Supplier as soon as is practicable in the ordinary course of business after detection of such Hidden Defect and in any case during the shelf-life in case of delivery of pharmaceutical products and/or raw materials, and in case of other Goods, during the warranty period agreed or prescribed under applicable law. For the avoidance of doubt, payment for the Goods is not deemed to constitute an acceptance by Arcera of such Goods.

5.4.3. In the event any delivery of Goods is Defective, Arcera shall, at Supplier's choice, dispose of or return the Goods in accordance with Supplier's reasonable instructions at Supplier's cost and expense. Upon Arcera's request, Supplier shall, to the extent possible and as applicable, leave such Defective Goods in Arcera's free use until Supplier is able to supply the replacement Goods.

In addition to any other rights and remedies available to Arcera under the Contract or applicable law, Supplier shall, at Arcera's choice and within the time period set by Arcera, either (i) replace, at Supplier's own cost and expense, the Defective Goods by a new delivery of Goods meeting the Agreed Quality, (ii) take back the Defective Goods against full refund or credit to an open invoice of Goods already paid by Arcera, or (iii) as applicable, repair the Defective Goods without cost to Arcera.

5.4.4. For repaired/replaced Goods, the agreed warranty period starts upon delivery of such repaired/replaced Goods.

6 Provisions on performance for Services

6.1. Supplier represents and warrants to carry out the Services in a professional quality in accordance with the latest generally accepted industry standards and practices, using the state of the art and science for the satisfactory performance of the Services in accordance with (i) Arcera's instructions, (ii) all agreed specifications and requirements, (iii) the agreed timelines, (iv) the applicable data protection and Compliance Requirements and (v) any other specific standards set forth in the Contract ("**Agreed Service Quality**").

6.2. Before accepting performance, Arcera shall perform a review of the scope of Service and/or deliverables under a Contract. If such a review reveals that the Services and/or deliverables are not in conformity with the Agreed Service Quality ("**Non-Conformance**"), Arcera shall inform Supplier thereof in writing as soon as practicable in the ordinary course of business upon receipt of the deliverables and/or the notification of Supplier of completion of the

respective Service. If Arcera later on discovers a Non-Conformance that could not reasonably be detected during scope review phase ("**Hidden Non-Conformance**"), Arcera shall inform Supplier as soon as practicable in the ordinary course of business after detection of such Hidden Non-Conformance.

6.3. Non-Conformances are to be corrected by Supplier at its own cost within the time period set by Arcera. Alternatively, at Arcera's option, Supplier shall supply a replacement of the Service and/or deliverable in question. After any unsuccessful attempt for rectification or replacement or if Supplier refuses to undertake such rectification or replacement, Arcera may (i) continue to insist on rectification (or replacement) by and at the cost of the Supplier until such rectification or replacement is successful, or (ii) correct the Non-Conformance itself or have it corrected by a third party at Supplier's cost or (iii) request a reduction in the Price, or (iv) terminate the Contract with immediate effect against full refund or credit of any Price already paid for the Service and/or deliverable in question, at its sole discretion and without liability for such cancellation., without prejudice to Arcera's other rights and remedies under the Contract or applicable laws.,

6.4. After successful completion of the Services and Arcera's acceptance thereof, Supplier shall issue a completion protocol of the Services provided according to the deliverables or milestones agreed in the Contract and have it approved in writing by Arcera. The completion protocol must contain the number of the Purchase Order, the actually performed Service(s), the deliverables, and the Price of the Service(s).

6.5. In case the full Price for a Service under a specific Contract is an

estimate only, the estimate shall be understood as a cost ceiling. Supplier shall inform Arcera in advance if the cost ceiling is expected to be exceeded, and Supplier shall not be entitled to charge Arcera above this cost ceiling without prior written approval by Arcera.

- 6.6. Supplier may only undertake and charge Arcera for any additional work beyond the scope of the agreed Services and/or a significant variation to the Services which the Parties did not anticipate to form part of the scope of work of the Services, unless the Parties agree in advance and in writing on the estimated cost and completion date of such additional Services or variation any related amendments to the terms of the Contract.

7 Duty to Inform

Supplier must inform Arcera about extraordinary characteristics of the object of the Contract or any problems which might jeopardize the proper performance of the Contract immediately. Supplier shall be liable for any violation of its duty to inform.

8 Representations and Warranties

- 8.1. Supplier represents and warrants to be empowered to enter into Contracts with Arcera and that it has obtained and will maintain all licenses, authorizations and approvals required by the competent authorities for the production or sale of the Goods and/or provision of the Services.
- 8.2. Supplier represents and warrants that the Goods and/or Services do not infringe any intellectual property rights (including but not limited to trademarks, patents and copyrights) of any third parties.

- 8.3. Supplier represents and warrants that it has practical experience in the supply of Goods and/or the provision of the Services, that it meets the personal, material and legal conditions for the performance of the Contract and agrees to maintain them for the entire duration of the Contract.

9 Confidentiality

- 9.1. Supplier shall keep all information, documents and/or data (“**Information**”) provided by or on behalf of Arcera or any of its Affiliates to Supplier in connection with the ordering and supply of Goods and/or Services (“**Purpose**”) confidential and shall not use such Information other than for the Purpose. Supplier shall not be entitled to disclose any Information to any third party without Arcera’s prior written consent. Supplier may, however, disclose Information to its Affiliates and its or its Affiliates’ employees, officers, directors, agents and/or consultants (“**Representatives**”) who need to know the Information in connection with the Purpose, provided that such Representatives are bound by appropriate confidentiality obligations. In any event, Supplier remains liable for any breach by its Representatives of any confidentiality obligations hereunder.
- 9.2. Supplier shall only be exempted from its confidentiality and non-use obligations set forth herein with regard to Information that (i) is rightfully known to Supplier at the time of disclosure as demonstrated by Supplier’s written or electronic records, (ii) is or becomes part of the public domain through no wrongful act of Supplier, (iii) has been rightfully received by Supplier from a third party authorized to make the disclosure without restriction, or (iv) is independently developed without use of or reference to Arcera’s Information or (v) to the extent disclosure of

Information is required under any applicable statute, law, rule or regulation or pursuant to any order of any court of competent jurisdiction; provided that Supplier shall advise Arcera in a timely manner prior to making any such disclosure to enable Arcera to apply for such legal protection as may be available with respect to the confidentiality of the Information.

- 9.3. Unless Arcera gives prior written consent, Supplier shall refrain from any kind of advertising or promotion relating to Arcera and may not use any logos or brands that belong to Arcera. With any inquiry for advertising or promotion relating to Arcera, Supplier shall submit to Arcera for review and approval samples or drafts of all proposed advertising or promotion materials which shall comply with all applicable laws and regulations.

10 Intellectual Property

- 10.1. All intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier for or on instructions of Arcera under a Contract ("**Rights**") belong to Arcera, and Supplier hereby assigns by way of present and future assignment all such Rights to Arcera. For the avoidance of doubt, the term "Rights" includes but is not limited to rights to inventions, software (code), recordings of any kind, plans and models.
- 10.2. In case ownership in any Rights cannot be transferred to Arcera due to legal restrictions, Supplier grants to Arcera an exclusive, fully paid up, irrevocable, transferable, perpetual, sublicensable and unlimited license in and to such Rights, free of charge. If the deliverables and/or results generated under any Contract embody Supplier's background intellectual property, Supplier grants to Arcera a non-exclusive, fully paid up, irrevocable,

transferable, perpetual, sublicensable and unlimited license to use such background intellectual property for the exploitation of the results and/or deliverables by Arcera, free of charge.

- 10.3. All Rights to software, including source code, sub-software and documentation developed explicitly for Arcera or on Arcera's instructions shall rest with or be transferred to Arcera. Rights to other software shall remain with Supplier and Supplier grants Arcera a non-exclusive, non-transferable, irrevocable, perpetual license to such Rights not limited to specific equipment or location. Arcera is allowed to provide sub-licenses to its Affiliates.

11 Compliance and Sustainability

- 11.1. Supplier certifies that the entry into, and performance of its obligations under any Contract are in full compliance with applicable laws and regulations, including, but not limited to anti-bribery and anti-corruption laws, sanctions, fair business and employment practices, human rights, competition law, and data protection ("**Compliance Requirements**"). These obligations shall apply to Supplier, its employees, representatives and agents. In the case of permitted subcontractors, Supplier commits to implementing adequate measures to ensure that such subcontractors operate in compliance with these obligations.
- 11.2. Without limiting the generality of Section 11.1:
 - 11.2.1. Anti-bribery. Neither Supplier, nor any of its employees, representatives, agents and/or permitted subcontractors shall (i) offer, promise or give undue pecuniary or other undue advantage to any third party in the public or private sector; (ii) request, agree to or accept undue pecuniary or other advantage from any third party in the

public or private sector which have, or could be perceived as having, the purpose or effect of bribery, graft, corruption, kickbacks or other unlawful or improper means of obtaining business or influencing behavior; or (iii) make any “facilitation” or “grease” payments, meaning payments to secure or expedite the performance of a routine or necessary action to which the payor has legal or other entitlement.

11.2.2. Sanctions. Supplier certifies that neither it, nor any of its employees, representatives or agents is classified as a controlled or sanctioned person under any applicable sanctions regime and that it has taken reasonable measures to ensure that none of its permitted subcontractors, direct customers, vendors or financial institutions involved in the fulfillment of its obligations under any Contract is a controlled or sanctioned person under any applicable sanctions regime.

12 Personal Data Protection

If either Party receives any documentation that contains personal data or process personal data received under the Contract in any way, then this Party assures that the processing is performed only in scope of the Contract, according to applicable data protection laws (including the Regulation (EU) No. 2016/679 General Data Protection Regulation (“**GDPR**”), if applicable) and instructions from the other Party. The receiving Party must apply technological and organizational security measures (“**TOMs**”) to safeguard secure processing and confidentiality of personal data, not less stringent than Arcera’s TOMs.

However, insofar as the other Party acts, in connection with the Contract, (i) as processor of any personal data on behalf of Arcera, or (ii) as joint-controller of any personal data, the Parties shall enter into the appropriate

agreements as may be required under the GDPR or any equivalent data protection law to ensure that adequate safeguards are in place with respect to the protection of the fundamental rights and freedoms of data subjects (all terms as defined in the GDPR) before the processing starts.

13 Audits

Arcera and/or any Arcera designee and/or any competent authority shall be entitled to inspect/audit Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out during normal business hours upon reasonable prior written notice, and Supplier shall take all reasonable steps and corrective measures as a result of any such inspection/audit to cure any deficiencies at no cost to Arcera. Supplier shall ensure that the above audits/inspections can also be carried out at its subcontractor’s premises.

14 Indemnification / Insurance

14.1 Supplier shall indemnify Arcera and its Affiliates for and against any claims, suits, charges, penalties, liabilities, damages, compensation, costs and expenses (including court fees and reasonable attorney’s fees) claimed by any third party to the extent they arise from (i) Supplier’s breach of any of its obligations, representations and/or warranties under a Contract, (ii) Supplier’s negligence or willful misconduct or breach of any statutory obligations, (iii) any personal injury or death or damage to property caused by the Goods and/or Services, and/or (iv) any alleged or actual infringement of third party intellectual property rights caused by the Goods and/or Services.

14.2 In case of Section 14.1 (iv), Supplier shall inform Arcera promptly thereof and Supplier shall at its own cost and expense (including any royalty) and at Arcera’s option:

- 14.2.1 procure for Arcera an unconditional, irrevocable, perpetual license to use the Goods and/or Services and to exercise its other rights granted with regard to the Goods and/or Services under the Contract; or
- 14.2.2 modify or replace the Goods and/or Services so that they comply with the agreed quality standards and do not infringe any third-party rights without impairing in any material respect the functionality or performance of the Goods and/or Services. Any such replacement or modification is to be approved in writing by Arcera in advance. such approval not to be unreasonably withheld by Arcera.
- 14.3 In the event none of the options specified in Section 14.2 is implemented, Arcera may, at its sole discretion, cancel all outstanding Purchase Orders and Contracts for each such Goods and/or Services that is subject to the claim and have any infringing or possibly infringing Goods returned to Supplier at Supplier's expense; Supplier shall repay to Arcera the full Price paid by Arcera for any affected Goods and/or Services, plus VAT or other sales taxes (if applicable), that is returned or is, in Arcera's opinion, not useable by Arcera and/or its customer.
- 14.4 Supplier is obligated to obtain liability insurance for the Goods delivered and/or Services performed by it and the associated risks at conditions customary in the industry and in a sufficient amount, but at least in accordance with legal requirements. Such insurance must be maintained for as long as Goods are sold and/or Services are performed to Arcera pursuant to a Contract and for a period of five (5) years after the date of the last Contract between the Parties. Supplier shall provide Arcera with

corresponding written proof of such insurance upon Arcera's first request.

15 Subcontracting

Supplier may only subcontract the performance of a Contract to Third Parties with the prior written consent of Arcera. In such case, Supplier shall ensure that the subcontractor complies with the obligations described in the Contract. In any event, Supplier shall remain fully liable for the performance of any such subcontractor and any breach of Supplier's respectively the subcontractor's obligations in any case.

16 Force Majeure

16.1 Non-performance of either Party's obligations under any Contract is excused if such performance is rendered impossible or prevented by an event beyond its reasonable control, which could not have been foreseen at the time of the conclusion of the relevant Contract. Such events include strikes, riots, wars, fire, flood, accidents, labor disputes outside the Parties' organizations, embargoes, acts of God, or compliance with applicable laws (each a "**Force Majeure Event**"). However, the non-performing Party must (a) immediately notify the other Party in writing of the occurrence of such Force Majeure Event and (b) resume performance of its obligations without delay once the Force Majeure Event is terminated. The other Party may suspend its obligations from the date of the notice. For clarity, Supplier's economic hardship, changes in market conditions, non-performance of suppliers or subcontractors, and/or mechanical failure of Supplier's facility are not considered Force Majeure Events.

16.2 If a Force Majeure Event lasts for more than thirty (30) days, Arcera may withdraw from the affected Contract(s) without liability to Supplier. During any period Supplier is unable to fulfill its

obligations, Arcera may but shall not be obliged to purchase similar goods and/or services from third parties. The quantities affected by the Force Majeure Event will be excluded from the calculation of any agreed (minimum) volumes, as applicable.

17 Severability

If any provision in these Conditions or any provision in the relevant Contract is found to be invalid, the validity of the remaining provisions remains unaffected. The invalid provision is to be replaced with a provision that closely aligns with the original intent of the Parties. This also applies to addressing any contractual gaps.

18 Termination

18.1 Arcera may terminate a Contract with immediate effect, without prejudice to its right to claim damages and without liability to Supplier for such termination if:

18.1.1 Supplier commits a material breach of the Contract which, if curable, is not remedied within thirty (30) days as of date of notice of such breach to Supplier,

18.1.2 Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or a substantial part of its business, is subject of a court order or preventative legal scheme of settlement,

18.1.3 Supplier does not comply with the Compliance Requirements,

18.1.4 (as applicable) Supplier is no longer fulfilling qualification or certification levels or requirements agreed in the Contract, or

18.1.5 there is a change of Control affecting Supplier.

18.2 Arcera may terminate a Contract for the provision of Services without cause at any time by written notice and

without any compensation to or indemnification of Supplier for such termination, provided that Arcera shall in such case pay to Supplier for the Goods or Services already delivered in accordance with the Contract.

19 Governing Law and Dispute Resolution

19.1 These Conditions and any individual Contract are governed exclusively by the law of the country in which Arcera has its registered office to the exclusion of its provisions of conflict of laws and the *United Nations Convention on Contracts for the International Sale of Goods* (CISG).

19.2 Any disputes, controversies or claims arising out of, relating to and/or in connection with these Conditions and/or any individual Contract are to be submitted exclusively to a competent court in the country or jurisdiction where Arcera has its registered office, save that Arcera may always initiate court action against Supplier at the court of general jurisdiction at the place of the registered office of Supplier.