

## **GENERAL TERMS AND CONDITIONS FOR SUPPLIERS**

### **PARTIES**

**EMBENTION USA INC**, a corporation incorporated under the laws of the **State of Delaware**, United States of America, having its mailing address at **28 Geary St, Ste 650 #497, San Francisco, CA 94108, United States of America** ("Embention"), and

"**Supplier**", meaning any legal entity supplying goods ("Products") and/or services ("Services") to Embention under a Purchase Order ("PO"), according to these general terms and conditions for suppliers ("**General Terms and Conditions**") and the information included in the corresponding Purchase Order(s) and/or any other document expressly referenced therein ("**PO**").

Referred to as "**Party**" or jointly to as "**Parties**"

### **RECITALS**

- I. Embention is a company engaged in the manufacturing and commercialization of components for UAVs, eVTOL and autonomous vehicles, and provision of services for its installation, under the trademarks "Embention" and "Veronte".
- II. The Supplier specialises in the manufacture and/or supply of certain goods and/or services that may be required by Embention from time to time.
- III. Embention may issue PO(s) to the Supplier for the manufacture and/or supply of Supplier Products/Services, and the Supplier agrees to provide them in accordance with these General Terms and Conditions and the applicable PO(s).

### **CONDITIONS**

#### **PREVIOUS.- DEFINITIONS**

Purchase Order: means any written or electronic purchase order issued by Embention to the Supplier for the purchase of Products and/or Services under this Agreement, including any amendments or additional instructions issued by Embention in writing.

Products: means the goods, materials, parts, assemblies, equipment or components to be supplied by the Supplier to Embention as specified in the PO, including any associated documentation, certificates and deliverables.

Services: means any works, activities, manufacturing, development, engineering, testing, repair, calibration, installation or other services to be performed by the Supplier for Embention, as specified in the PO.

Supplier: means any legal entity providing Products and/or Services to Embention under a PO subject to this Agreement.

Quality Requirements: means Embention's quality and security requirements applicable to suppliers and subcontractors, as published by Embention and/or expressly referenced in the PO.

#### **FIRST. - PURPOSE**

The Supplier will sell, manufacture and/or supply such Products and/or Services to Embention, in accordance with these General Terms and Conditions and the applicable Purchase Order(s). These General Terms and Conditions are informed and made available to the Supplier by being published on Embention's website and/or by reference in any PO document.

## **SECOND.- TERM**

1. These General Terms and Conditions shall apply to all Purchase Orders (“POs”) issued by Embention to the Supplier, unless otherwise agreed in writing by the Parties.
2. These General Terms and Conditions may be updated and modified by Embention from time to time and the updated version shall be published on Embention’s website.

## **THIRD.- PRODUCT MANUFACTURING**

1. The Products and/or Services shall be manufactured and/or performed by the Supplier, or by its personnel duly qualified for such purposes, in accordance with the quality standards and supplier requirements publicly available at <https://www.embention.com/suppliers/>, as may be updated or modified by Embention from time to time.
2. Such manufacture and/or performance may be carried out under Embention’s supervision, and the Supplier shall report to Embention regularly and/or upon request.
3. Any subcontracting shall require Embention’s prior written authorization, and the Supplier shall remain fully responsible for the subcontractor’s activity, jointly and severally, vis-à-vis Embention.

## **FOURTH.- PRODUCT CHANGES**

1. Embention may make changes or updates to the design, features, specifications and/or version of the Products and/or Services, and shall notify the Supplier in good time.
2. The Supplier shall not amend, modify or deviate from the Products and/or Services unilaterally without Embention’s prior written authorization.

## **FIFTH.- PURCHASE ORDER TERMS**

1. The specific terms and conditions regarding delivery location, delivery dates, shipping costs, Incoterms (if applicable), and payment terms shall be set forth in each Purchase Order (“PO”) issued by Embention. Such terms included in the applicable PO shall apply and govern the relevant transaction, without prejudice to the general obligations established in these General Terms and Conditions.
2. In the event of any inconsistency or conflict between the terms of a PO and these General Terms and Conditions, these General Terms and Conditions shall prevail, unless Embention expressly states otherwise in the applicable PO.

## **SIXTH.- SUPPLIER’S OBLIGATIONS**

1. The Supplier undertakes to manufacture and/or supply the Products and/or perform the Services diligently, professionally and in accordance with (i) the requirements and quality standards applicable to its activity sector and (ii) Embention’s specific requirements, including those published at <https://www.embention.com/suppliers/>, as updated from time to time.
2. The Supplier warrants that the Products shall be free from defects and shall conform to the specifications, technical features and requirements set forth in the applicable PO and/or in Embention’s documentation.
3. The Supplier undertakes to comply with the deadlines and milestones established in the applicable PO(s).
4. The Supplier shall keep Embention informed of the manufacture and/or performance status and shall provide any additional information, documentation and/or evidence reasonably requested by Embention.

5. The Supplier shall promptly notify Embention in writing of any change that may affect the Products, including changes in production location, ownership/organization structure, key personnel, facilities/processes, or Quality/Information Security management systems.
6. The Supplier shall be liable for any errors, defects, delays or damages caused by its execution, incorrect execution or non-execution of its obligations.
7. The Supplier undertakes to comply at all times with all applicable laws, regulations and industry standards relating to the manufacture and/or supply of the Products and/or performance of the Services.
8. The Supplier undertakes to implement any mitigating actions required to ensure that all activities are performed with the level of safety and quality established by applicable regulations and by Embention's requirements.
9. The Supplier undertakes to promptly rectify and remedy any non-conformities detected by Embention.
10. Upon termination of the commercial relationship between the Parties and/or upon Embention's request, the Supplier shall return to Embention, within the period established by Embention, any materials, information and documents owned by or provided by Embention that are in the Supplier's possession, and shall cease any use thereof.

#### **SEVENTH.- COMPLIANCE WITH RoHS / WEEE / RII REGULATIONS**

1. The Supplier undertakes to ensure that all products, components, materials, electrical and electronic equipment, batteries, and accumulators supplied to Embention fully comply with all applicable United States federal, state, and local laws and regulations, including, where applicable, environmental, safety, and hazardous substances regulations.

Without limitation, such compliance may include, as applicable:

- The U.S. Toxic Substances Control Act (TSCA) and related regulations.
  - U.S. Environmental Protection Agency (EPA) regulations.
  - California Proposition 65, where products are manufactured, sold, or distributed in or into California.
  - Federal Communications Commission (FCC) requirements, where applicable.
  - Applicable UL, NRTL, or equivalent safety certifications, where required.
2. Furthermore, the Supplier shall provide, with each delivery (or upon Embention's request), the technical documentation reasonably necessary to evidence the conformity and compliance of the Products with applicable requirements, including, where applicable:
    - Applicable declarations of conformity or compliance statements (e.g., supplier declaration of compliance), and any required safety/regulatory certifications.
    - Certificates of analysis, technical datasheets, and/or equivalent documents.
    - Any required markings, labeling information, and identifiers on invoices, packing slips, delivery notes, and other shipping documentation (including where applicable, part numbers, lot/batch numbers, country of origin, and any other identifiers required by law or by the PO).
  3. The Supplier is responsible for staying updated on any legislative and/or technical changes affecting the applicable regulations and commits to ensuring continued compliance of the Products with such changes at no additional cost to Embention

4. Similarly, the Supplier undertakes to request, verify, and retain the necessary compliance documentation from its suppliers and subcontractors, and to ensure that the Products meet applicable requirements for identification, marking, labeling, and end-of-life/environmental information, as required by applicable law.
5. Any breach of this clause resulting in regulatory sanctions, sales/marketing restrictions, product recalls, customs holds, fines, or other legal or commercial consequences shall be the sole responsibility of the Supplier. Embention reserves the right to claim any resulting damages and to suspend or terminate the commercial relationship.
6. Full compliance with this clause shall be considered an essential requirement for maintaining the commercial relationship with Embention.

#### **EIGHTH.- EXPORT CONTROL AND INTERNATIONAL TRADE COMPLIANCE**

1. The Supplier undertakes to comply at all times with all applicable laws and regulations relating to export controls, re-exports, international trade, and economic sanctions, including, without limitation, the laws and regulations of the United States of America (including OFAC and BIS), the European Union, the United Nations, and any other jurisdictions applicable to the Products and the transactions contemplated under these General Terms and Conditions and/or any applicable Purchase Order ("PO").
2. The Supplier represents and warrants that neither it nor any of its subsidiaries, affiliates, subcontractors, agents, or designated personnel are listed on any applicable sanctions or restricted party lists, including, without limitation, the U.S. Specially Designated Nationals and Blocked Persons List (SDN List), the BIS Entity List, applicable European Union sanctions lists, United Nations Security Council sanctions lists, or any other equivalent lists.
3. The Supplier shall ensure that any Products manufactured and delivered to Embention under these General Terms and Conditions and/or any applicable PO are shipped, transported, and imported in full compliance with applicable export control and sanctions regulations, and shall not, under any circumstances, be routed through, handled by, or otherwise made available to countries, entities, or persons subject to international sanctions, embargoes, or trade restrictions.
4. The Supplier shall not source, purchase, or incorporate into the Products any components, parts, software, technology, or services originating from, produced in, or supplied by countries, entities, or persons subject to international sanctions, embargoes, or trade restrictions. The Supplier shall ensure that its supply chain complies with these restrictions and shall provide, upon request by Embention, evidence of the origin of components and materials used in the manufacturing of the Products.
5. The Supplier shall remain fully responsible for ensuring that the logistics chain, including freight forwarders, carriers, customs agents, and any subcontractors engaged in the delivery process, also complies with the obligations set forth in this clause.
6. The Supplier undertakes to:
  - a. Immediately notify Embention of any circumstance that could constitute a violation of export control or international sanctions laws affecting the Products.
  - b. Provide Embention with any information and documentation requested to demonstrate compliance with the applicable regulations.
  - c. Maintain sufficient records to evidence such compliance for a minimum period of five (5) years.
7. The Supplier shall be responsible for obtaining and maintaining in force all licenses, authorizations, or permits necessary for the manufacturing and, if applicable, export of the Products, and shall promptly notify Embention of any denial, restriction, suspension, or revocation of the same.

8. Embention reserves the right to verify, directly or indirectly through a designated third party, the compliance with the obligations set forth in this clause. Such verification may include document audits, interviews, or process reviews, with prior notice to the Supplier.
9. The Supplier shall ensure that any subsidiary, subcontractor, agent, distributor, or third party involved in the manufacturing, development, marketing, distribution, or support of the Products also complies with the obligations set forth in this clause. The Supplier shall be jointly and severally liable for any breach by such third parties.
10. Any breach of the obligations set forth in this clause — including, without limitation, the sourcing or incorporation of prohibited components, or any failure of the logistics chain to comply — shall be the sole responsibility of the Supplier. The Supplier undertakes to indemnify, defend, and hold harmless Embention, its subsidiaries, officers, employees, and representatives from any fines, claims, costs, damages, or expenses (including legal fees) that may arise directly or indirectly from such breach.
11. Any breach of this clause shall be deemed grounds for immediate termination of the commercial relationship between the Parties and/or the cancellation of any affected PO(s) by Embention, without prejudice to Embention's right to claim any resulting damages, including administrative sanctions, costs arising from customs blocks, loss of licenses, or marketing restrictions.

#### **NINTH.- ANTI-CORRUPTION AND ETHICAL COMPLIANCE**

1. The Supplier undertakes to comply with all applicable laws and regulations relating to anti-corruption, anti-bribery, and ethical business conduct, in all jurisdictions where activities under these General Terms and Conditions and/or any Purchase Order ("PO") are performed.
2. The Supplier shall not, directly or indirectly, offer, promise, authorize, give, solicit, or accept any undue financial or other advantage to or from any person, entity, public official, or private individual, in connection with the execution or performance of these General Terms and Conditions and/or any PO.
3. The Supplier shall immediately notify Embention in writing of any actual or suspected breach of this clause.
4. Any breach of this clause shall be considered a material breach and shall entitle Embention to terminate the commercial relationship and/or cancel any affected PO(s) with immediate effect, without prejudice to Embention's right to claim damages.

#### **TENTH.- BUSINESS CONTINUITY AND SUPPLY ASSURANCE**

1. The Supplier shall implement and maintain appropriate business continuity and contingency plans to ensure the uninterrupted supply of the Products under these General Terms and Conditions and/or any applicable Purchase Order ("PO"), including measures to mitigate the risks of disruption caused by, but not limited to, strikes, insolvency, shortage of raw materials, natural disasters, pandemics, cyber incidents, or any other force majeure events.
2. The Supplier shall promptly (and in any case within five (5) business days) notify Embention in writing of any circumstance that may reasonably affect the timely manufacture, delivery, or quality of the Products, including any foreseeable delays or risks of interruption in the supply chain.
3. Upon request by Embention, the Supplier shall provide evidence of its business continuity plans and collaborate in good faith with Embention to establish contingency measures, such as alternative suppliers, dual sourcing, or emergency stock.
4. Failure to comply with this clause, resulting in a material disruption of supply, shall entitle Embention to:

- Source the Products from alternative suppliers at the Supplier's expense; and/or
- Terminate the commercial relationship and/or cancel any affected Purchase Order(s) with immediate effect, without prejudice to Embention's right to claim damages.

#### **ELEVENTH.- EMBENTION´S OBLIGATIONS**

1. Embention shall provide the Supplier with all information and documentation reasonably necessary to enable the manufacture and/or supply of the Products and/or performance of the Services in accordance with the applicable Purchase Order(s) ("PO") and Embention's requirements.
2. Where applicable, Embention shall collaborate with the Supplier to facilitate the execution of maintenance, repair or corrective actions relating to the Products, by providing the information reasonably required for such purposes.
3. Embention shall notify the Supplier of any incident detected in the Products or their configuration and, where relevant, of any intended change or modification to the Products.

#### **TWELFTH.- USE OF THE PRODUCTS**

1. Embention is the holder and owner of the Products, and of any intellectual and industrial property rights owned by Embention and/or generated specifically for Embention in connection with the Products and/or Services.
2. The Supplier shall not use, exploit, disclose or make available Embention's intellectual and industrial property rights, Confidential Information, or any results or deliverables generated under any PO, except to the extent strictly necessary for the performance of the applicable PO and in accordance with these General Terms and Conditions.
3. Unless expressly agreed otherwise in writing, the results of the work conducted specifically for Embention under any PO (including any deliverables, developments, drawings, documentation, and other work product) shall be the property of Embention.
4. Embention may use, integrate, install, modify and commercialize the Products as it sees fit, including by installing the Products on its own products to be marketed under Embention's title and ownership.
5. Embention may integrate third-party complements, products or accessories in order to facilitate the correct operation of the Products.

#### **THIRTEENTH.- LIABILITIES**

1. The Supplier exonerates Embention from all liability towards third parties who allege or may allege a possible violation of their intellectual or industrial property rights in any of the elements or processes used for manufacturing the Products.
2. The Supplier shall inform Embention of possible fraudulent uses or violations of industrial or intellectual property rights over the Products that may have been made by third parties, adopting the necessary measures to guarantee the protection and correct use of the Products.
3. The Supplier is aware of Embention's quality standards and shall comply with them. For convenience, the current version is available at <https://embention.us/suppliers/>
4. The Supplier authorises Embention access to its facilities in order to supervise the work and manufacturing process of the Products and to take any steps it deems necessary to verify that such processes comply with the terms of these General Terms and Conditions and/or any applicable Purchase Order ("PO").

5. The Supplier shall maintain the quality and safety requirements communicated by Embention on an ongoing basis for the duration of the business relationship with Embention.

#### **FOURTEENTH.- MANUFACTURING AND STORAGE FACILITIES**

1. The Supplier has the knowledge, experience and material, technical and human resources required for the manufacture.
2. The Supplier undertakes that its personnel will be familiar with Embention's needs and the Products.
3. The Supplier has the necessary facilities for the production of the entire manufacturing process of the Products and also for their storage, should this be required.

#### **FIFTEENTH.- EXPENSES**

The Supplier shall bear the costs and expenses related to the manufacturing process, licenses, taxes and fees required for manufacturing.

#### **SIXTEENTH .- DELIVERY**

The terms of delivery of the Products and related costs shall be set out in the relevant purchase order (PO).

#### **SEVENTEENTH .- COMPLIANCE**

1. Upon delivery of the Products, a compliance period of three (3) months is agreed, which shall commence from the time of delivery of the Products to Embention.
2. During this period, Embention shall conduct all tests or trials required to detect any possible errors, technical faults or non-conformities of the Products, which shall be communicated by Embention to the Supplier.
3. The Supplier shall retain all documentation associated with the Products for at least ten (10) years and provide it upon request.
4. The costs arising from any lack of conformity shall be borne by the Supplier.
5. Once the technical errors or faults have been corrected and resolved, or once said compliance period has passed without Embention having declared the existence of any errors or faults, the delivery shall be deemed to have been made.

#### **EIGHTEENTH .- WARRANTY**

Following the delivery of the Products, the Supplier provides a warranty of two (2) years.

#### **NINETEENTH .- INTELLECTUAL AND INDUSTRIAL PROPERTY**

1. Any intellectual or industrial property rights generated in the context of the manufacture of the Products shall be deemed to be entirely and exclusively assigned, for the entire world territory, in favour of Embention.
2. The Supplier shall authorise all necessary steps to enable the protection of intellectual or industrial property in favour of Embention or any third party designated by Embention.
3. The Supplier grants the authorisations required by law for the transformation, modification, publication, public communication and exploitation by any means of the intellectual or industrial property of which it is the author in the context of the manufacture of the Products.

4. The Supplier may not publish or disseminate the projects conducted as part of these General Terms and Conditions and/or any applicable Purchase Order ("PO") without prior authorisation from Embention.
5. The Supplier may not use Embention's Trademark or image without prior authorisation from Embention and shall refrain from any actions that could damage Embention's reputation.
6. Any intellectual or industrial property rights in software, hardware or technology owned by Embention shall remain the property of Embention.
7. These General Terms and Conditions and/or any applicable PO do not constitute any right, licence or assignment of any kind by Embention to the Supplier. The only assignment authorised by Embention to the Supplier is that made for the manufacture of the Products, during the performance of the applicable PO(s), which shall be non-sublicensable, non-marketable, non-modifiable and revocable at any time by Embention.
8. The Supplier shall protect Embention's intellectual and industrial property as if it were its own, informing third parties of any possible violation or infringement or leak thereof.
9. The Supplier hereby assigns and transfers to Embention, on an exclusive, worldwide, perpetual, irrevocable, royalty-free basis, all rights, title and interest in and to any intellectual property, know-how, software, designs, inventions, documentation, or other materials pre-existing or independently developed by the Supplier and incorporated into or necessary for the use, manufacturing, commercialization, or maintenance of the Products under these General Terms and Conditions and/or any applicable PO ("Pre-Existing IP").
10. To the extent that any part of the Pre-Existing IP is subject to third-party rights and cannot be assigned, the Supplier shall ensure that Embention is granted, without additional cost, a perpetual, worldwide, irrevocable and royalty-free license to use, reproduce, modify, integrate, distribute and otherwise exploit such Pre-Existing IP in connection with the Products.
11. The Supplier warrants that it has full rights to assign or license such Pre-Existing IP and shall indemnify and hold Embention harmless against any claims, costs or damages arising from third-party rights in relation to such Pre-Existing IP.

#### **TWENTIETH.- TRADE SECRETS AND CONFIDENTIALITY**

1. The Supplier undertakes to maintain the utmost secrecy with regard to Confidential Information or trade secrets, this being information relating to Embention, its employees or clients, which may be provided by the latter to the Supplier orally, in writing or by any other tangible or intangible means or medium, including but not limited to:
  - a. Corporate strategies, business development plans, sales reports;
  - b. Reports, memoranda, analyses, studies, presentations and other documents, such as graphs, designs and computer applications of any of Embention's projects or businesses that are not generally known outside of Embention, or that do not become public knowledge otherwise than through a breach of a confidentiality obligation by the Supplier or a third party;
  - c. Computer applications and developments, business methods and processes, technical information, source codes, discoveries of Embention's personnel and know-how relating to Embention's business or the manufacture of its products that are not publicly available, whatever the subject matter;
  - d. Information concerning Embention's operations or potential operations, trade, business or confidential information or secrets relating to Embention's activities, information concerning inventions, campaigns, operations, business plans or market research made or undertaken by Embention;

- e. Business contacts, mailing lists acquired by Embention, customer databases, customer and Supplier lists and details of contracts with them, and information about Embention employees and employment relationships;
  - f. Budgets, accounts, financial statements, financial reports;
  - g. Documents or information in respect of which Embention is under an obligation of confidentiality vis-à-vis a third party;
  - h. Information contained in computers or other documents classified as "Confidential".
2. Furthermore, the Supplier undertakes to:
    - a. Not to use the Confidential Information for purposes other than those of these General Terms and Conditions and/or any applicable Purchase Order ("PO").
    - b. Not to transmit, communicate, copy, reproduce or otherwise transfer the Confidential Information to third parties without being authorised by Embention.
  3. Upon completion of the applicable PO(s) and if requested by Embention, the Supplier undertakes not to retain any copies of Confidential Information. The Supplier shall hand over all physical and/or technological media containing the Confidential Information in its possession, within the term established by Embention, after the completion of the applicable PO(s) and/or upon termination of the commercial relationship between the Parties.
  4. The obligations of confidentiality shall be of indefinite duration and shall remain in force after the termination, whatever the reason, of the commercial relationship between the Parties.
  5. The Supplier undertakes to keep Embention's Strategic Information confidential and secret, pursuant to applicable U.S. trade secret and confidentiality laws, including the U.S. Defend Trade Secrets Act (DTSA). In this sense, any technical, scientific, industrial, organisational or financial information which is not generally known, has commercial value by virtue of its confidentiality and which Embention takes reasonable measures to keep secret, shall be considered secret information. This includes, but is not limited to, technical processes and production know-how, data collections, algorithms, source codes, project development, business strategies, business plans, etc., which shall be considered secret.

#### **TWENTY-FIRST.- PERSONAL DATA PROTECTION**

The Parties shall process the personal data to which they have access in accordance with the directions of the other Party and shall not disclose such data to third parties for any reason whatsoever and shall implement appropriate security measures to maintain the integrity, confidentiality and availability of such data.

#### **TWENTY-SECOND.- INDEPENDENCE**

1. The Parties act as independent Parties, without these General Terms and Conditions and/or any applicable Purchase Order ("PO") implying the existence of any other type of relationship, such as the establishment of a joint venture of any kind or an association or alliance or any employment relationship, and each Party therefore assumes, in its entirety, expressly exempting the other Party, all tax, labour, administrative or any other obligations that may arise in this regard.
2. The relationship between the Parties is between independent contractors. The Parties acknowledge that these General Terms and Conditions and/or any applicable PO do not create any employment, partnership or agency relationship between the Parties, and neither Party may act, or hold itself out to any third party, as if such were the case.

#### **TWENTY-THIRD.- TERMINATION**

1. The Parties may terminate the commercial relationship by mutual agreement.

2. Either Party may terminate the commercial relationship forthwith by notice to the other Party if the other Party is in breach and if such breach is not remedied within thirty (30) days after receipt of written notice thereof.
3. Notwithstanding the foregoing, situations in which there is a deficiency in the quality or characteristics of the Products supplied by the Supplier, or if these do not conform to the instructions and quality standards set by Embention from time to time and established in these General Terms and Conditions and/or any applicable Purchase Order ("PO"), shall be grounds for immediate termination of the commercial relationship by Embention, provided that such non-conformity is not due to a cause of force majeure, duly justified by the Supplier.
4. A breach, defective performance or partial performance of the Supplier's obligations relating to confidentiality, trade secrecy or personal data protection shall constitute grounds for immediate termination of the commercial relationship by Embention.
5. Embention may terminate the commercial relationship at any time by giving express notice to the Supplier at least thirty (30) days in advance.
6. Upon termination of the commercial relationship, any Purchase Orders issued by Embention and duly accepted by the Supplier prior to the effective date of termination shall remain valid and enforceable, and the Supplier shall be obliged to complete and deliver such orders in accordance with these General Terms and Conditions and the applicable PO(s), unless Embention expressly instructs otherwise in writing.
7. Embention shall have the right, at its sole discretion, to:
  - a. require the Supplier to complete all outstanding Purchase Orders; or
  - b. cancel, in whole or in part, any outstanding Purchase Orders, without liability other than the payment of duly incurred, reasonable and documented costs up to the date of cancellation, provided that such costs cannot be mitigated.
8. In either case, the Supplier shall cooperate in good faith to ensure an orderly transition and minimize any disruption to Embention's operations.

#### **TWENTY-FOURTH.- ASSIGNMENT**

1. The Supplier may not assign or subrogate its contractual position in relation to these General Terms and Conditions and/or any applicable Purchase Order ("PO"), unless expressly authorised in writing by Embention.
2. Before Embention's authorisation, expressly and in writing, for the Supplier to assign or subrogate its contractual position to a third party, the Supplier shall provide Embention with all information and documentation required by Embention in this regard.
3. The Supplier shall be responsible for verifying and certifying to Embention that the assignee has the necessary technical and material means to manufacture and/or supply the Products in accordance with the requirements set out in these General Terms and Conditions and/or the applicable PO(s) and the quality standards required by Embention at all times.
4. In the event that such assignment is authorised by Embention, expressly and in writing, it shall be the Supplier's obligation to formalise the assignment or subrogation with the assignee at a contractual level and in writing, and to ensure that the assignee expressly accepts and undertakes to comply with these General Terms and Conditions and the applicable PO(s). The Supplier shall send Embention a copy of such assignment agreement within a period not exceeding five (5) days from the signing thereof. The assignment or subrogation shall have no effect unless it is contractually formalised and expressly authorised by Embention in writing.

5. The Supplier shall be jointly and severally liable for the obligations assumed by the assignee, including any damages suffered by Embention as a result of the assignee's action

#### **TWENTY-FIFTH.- WAIVER**

1. The waiver by a Party to enforce any of the obligations of these General Terms and Conditions, or to exercise any of its rights, shall not release the other Party from performing the remaining obligations under these General Terms and Conditions, nor shall it be construed as a waiver to enforce in the future the performance of any obligation or to exercise any right or remedy under these General Terms and Conditions.
2. The waiver or deferral of any of the rights provided for in these General Terms and Conditions, or any part thereof, shall only be binding if expressly stated in writing.

#### **TWENTY-SIXTH.- ENTIRE AGREEMENT**

1. These General Terms and Conditions, together with the applicable Purchase Order(s) and any documents expressly referenced therein, represent the entire agreement between the Parties with respect to the supply of Products and/or Services, and supersede any prior agreements, commitments, understandings or negotiations, whether written or oral.
2. If any clause is declared, in whole or in part, invalid or ineffective, such declaration shall affect only that clause or that part which is null and void or ineffective. The remaining clauses shall remain in full force and effect. The Parties shall negotiate in good faith a new clause to replace the invalid clause on terms as close as possible to the original intent.

#### **TWENTY-SEVENTH.- LAW AND JURISDICTION**

These General Terms and Conditions shall be construed pursuant to the laws of the State of Delaware, and any dispute arising out of or in connection herewith shall be submitted to the state courts located in San Francisco County, California, or the federal courts of the United States for the Northern District of California, waiving any other venue the Parties might be entitled to.