

## MARKEM-IMAJE GENERAL TERMS AND CONDITIONS OF PURCHASE

Unless otherwise provided for, all of our orders are subject to the following General Terms & Conditions of Purchase of which the provisions are mandatory. Terms and Conditions of the Supplier or Third Parties shall not be applicable, even where Markem-Imaje does not explicitly contradict their applicability. It is also excluded , without reserve, all general conditions of sale or other document of the Supplier.

**1- ESSENTIAL PROVISIONS.** This order shall be final, and the contract completed by the written receipt by Markem-Imaje of the acknowledgement of receipt enclosed (and exclusively such a document) completed and returned by the Supplier without reservations or modifications. In the event that this acknowledgement of receipt is not returned to Markem-Imaje in the ten days following the dispatch of the order, this will be considered as tacit acceptance by the Supplier as to the clauses and conditions fixed by Markem-Imaje. Any changes or additions included in the order confirmation shall only be applicable at Markem-Imaje written acceptance.

Markem-Imaje shall be entitled to cancel the contract at any time by written declaration, citing the reason, if we are no longer able to use the ordered goods in our business operations as a result of circumstances arising after signing of the contract. In such a case, we shall reimburse the supplier for any partial performance it has already completed.

**2- DELIVERIES.** Deliveries shall be accompanied by a single delivery note which shall include the order number Supplier shall only deliver during the opening hours of Customer reception. Supplier shall deliver the Goods to the locations set out in the Order or as reasonably designated by Markem-Imaje from time to time, in accordance with the volume and delivery date specified in the Order. Early delivery shall not be allowable without Markem-Imaje explicitly consent. The risks incurred during transport shall be borne by Supplier or Customer according to the incoterm specified on the PO.

**3- CONFORMITY.** A product shall be considered to be in conformity when delivered in absolute accordance with the order, all technical documentation and any other documentation provided for in the order or required for the proper usage and maintenance of the goods (in accordance with the current regulations) and shall be written in the local language. The goods must be in conformity with all applicable regulations on their delivery day.

**4- RECEIPT AND REFUSAL OF GOODS.** Markem-Imaje technical control service shall carry out the verification as to the conformity of the goods delivered within the shortest reasonable time limit and, at the latest, within six weeks of the date of delivery to our facilities. Any goods which are not in accordance with specifications or which were not ordered shall be refused. In the event that the Supplier does not remove or have removed, at its own risks and expenses, the aforementioned goods within ten working days from the day on which it was informed by Telex or by telephone of the non-compliance or surplus of the order; Markem-Imaje may, of right and without formality, have returned to the Supplier (or put for storage on the premises of a third party) the aforementioned goods. This shall not engage any liability on the part of Markem-Imaje and all risks, expenses or carriage due shall be borne by the Supplier. The delivery of goods that do not comply with the specifications shall entail the application of paragraph six: **SANCTIONS FOR NON-PERFORMANCE OR CONFORMITY.**

**5- DELIVERY TIME LIMITS AND PENALTIES FOR DELAY.** The delivery dates figuring in the orders are mandatory and represent an essential condition to our engagement. In Any delay in delivery Markem-Imaje reserves the right, of right and without formality or formal notice:

a- To terminate the contract;

b- To demand, within a newly agreed time limit, the completion of the order previously none, or incorrectly, performed; and,

c- To claim compensation instead of performance, after having allowed an appropriate period of time without delivery having been made. In the event of delayed delivery, Markem-Imaje will charge to the Supplier a contractual penalty in the amount of 0,5% of each delayed week, or part thereof, up to a maximum of 5% of the respective order value. The contractual penalty shall be added to the compensation for late delivery payable by the Supplier. The Supplier shall not be entitled to make partial deliveries without Markem-Imaje explicit prior consent.

In addition to the penalties defined above, regardless of which option is chosen by Markem-Imaje, in each event the Supplier shall be liable, of right and without formality for any penalties which Markem-Imaje may incur as a result of any delay towards its clients owing to the delay of the Supplier. This shall not affect any rights to damages Markem-Imaje reserves the right to visit the Suppliers facilities at any time in order to verify the state of advance of the order.

**6- SANCTIONS FOR NON-PERFORMANCE OR CONFORMITY.** In the event of partial or total non-performance or conformity by the Supplier of any of its obligations, Markem-Imaje reserves the right, of right and without formality or formal notice, without limiting or affecting other rights or remedies available to it including those implied by statute and common law:

a- To rescind the contract, by specific dispensations, the rescission shall not apply to all property that Markem-Imaje has in its possession under this contract at the time of rescission which obliges the Supplier to restitute the goods. Markem-Imaje thus has the right to demand the immediate delivery of such property in the state in which it was rendered. The Supplier is liable for any additional costs incurred pertaining to this contract that are encountered by a third party assigned by Markem-Imaje to render the performance of the said non-executed contract. Markem-Imaje may choose to assign to its own services the said order, according to the required specifications at the costs of the Supplier and on an hourly basis applicable on the day that the order was passed with a surcharge of 10% per annum, to the personnel able to execute the order.

b- To demand, within a newly agreed time limit, the completion of the order previously none, or incorrectly, performed.

c- In the event that Markem-Imaje has provided any raw materials or merchandise that is required for the completion of its order, the Supplier shall be liable to Markem-Imaje in the event of non-performance of the order to demand for the cost of the said raw materials or merchandise. This cost shall be equal to the current Suppliers price of the said materials at the date on which the delivery was due. The cost of carriage of such goods from Markem-Imaje to the Suppliers facility shall be added to this sum.

**7- SUPPLY OF MATERIALS AND EQUIPMENT.** 7-1. Any equipment given to the Supplier for the completion of any of its orders shall, under all circumstances, remain the property of Markem-Imaje. As a result, the Supplier shall undertake in all circumstances to safeguard the property of Markem-Imaje regarding such equipment and in particular shall inform Markem-Imaje forthwith on the seizure, requisition or other confiscation for the benefit of a third party of its goods and shall take all appropriate measures in order to make known the property rights of Markem-Imaje. The Supplier shall be liable for such deposited equipment from the moment that they are consigned on the premises. Such a consignment shall be certified by a receipt which shall bear the value of the equipment. The Supplier shall retain liability for the goods until they have been returned, at its own risks and expenses, into Markem-Imaje's possession. The Supplier undertakes to insure the materials for civil liability with a recognized Insurance Company in order to cover all risks that may be accrued by the equipment. This shall include in particular fire, theft, water damages etc. Under all circumstances, unless the Supplier has consigned the equipment, on Markem-Imaje's request; it shall remain liable to Markem-Imaje of right and without formalities, for the value of the equipment as featured on the receipt; on the first request of Markem-Imaje for such.

7-2. The conditions of storage and use (transfer of risk, insurance obligation etc.) as mentioned above are identical to those concerning the equipment consigned by Markem-Imaje to the Supplier for the completion of its orders. The Supplier shall be liable for the cost of and pertaining to the materials as indicated on the receipt as long as the materials have not been integrated into the goods delivered and accepted by Markem-Imaje The cost of the materials shall be payable on the first request of Markem-Imaje, of right and without formality, as soon as the goods into which the materials must be incorporated are received.

7-3. Each time that Markem-Imaje would have been forced to buy, on the request of the Supplier, the equipment necessary for the completion of the order; the Supplier shall be liable of right and without formality for the purchase price of Markem-Imaje for the said goods and shall become the owner of such once the goods have been paid for: where the order justifying the purchase of the equipment would not have been carried out under the conditions laid down in the order form.

7-4. The equipment consigned by Markem-Imaje must be used exclusively for the purpose of the completion of the orders of Markem-Imaje. Under no circumstances may the Supplier take advantage of the property - either physical or intellectual - consigned to it by Markem-Imaje.

**8- MODIFICATIONS.** Any technical or commercial modifications are subject to the prior written agreement of Markem-Imaje

**9- WARRANTY.** The Supplier shall guarantee that the goods sold to Markem-Imaje are in absolute accordance with all specifications and regulations and are free from all latent manufacture or design defects, however small. The Supplier, on each requisition of goods shall prove to Markem-Imaje that it assumes its liability in this respect. It shall undertake to replace or repair at its own expenses any product that is either spoilt or damaged as soon as it receives formal notice of such. This shall not affect the result of any possible litigation. The Supplier is liable for all consequences; both direct and indirect, resulting from faulty goods. It shall certify that it is completely aware of the use for which the goods are destined by Markem-Imaje Should a fault manifest in the 24 months after the delivery date; the Supplier, after written notification by M.I, shall undertake to promptly carry out all work necessary in order to satisfy the aforementioned guarantee at its own expenses.

**10- PRICE.** The price at which the order was passed by Markem-Imaje is closed and not subject to re-appraisal. In the event that a price revision should be accepted in writing by Markem-Imaje; it shall be carried out, notwithstanding any clauses included in the order, in accordance with the legislation in force and with the regulatory dispositions governing the contracts of Markem-Imaje which gave rise to the establishment of this order. Unless otherwise agreed in writing, the price shall include packaging, transportation and delivery to the address specified in the contract. The orders are to be delivered under the INCOTERM DAP.

**11- INVOICES.** Invoices must be sent to the address specified on the Purchase Order at the earliest on the delivery date of the Goods. The invoice must contain the order number and the number and the dates of the delivery notes to which they refer. Any invoice which is not in accordance with the present provisions will be immediately returned to the Supplier.

**12- PAYMENT.** The invoices shall be payable after receipt of the goods as defined above and an order to pay for the value of the goods accepted by Markem-Imaje. Payments are made by bank transfer following payment terms specified in the order. Unless otherwise agreed between Customer and Supplier, Customer standard payment terms are 120 days net from invoice, in the limit of the law.

**13- THE TRANSFER OF RISKS AND OWNERSHIP.** The transfer of risk shall be passed to Customer according to the incoterm as specified on the order, or if not specified on the order as per the incoterm DAP delivery location. The transfer of ownership of Products shall be passed to Customer after full payment of their invoice.

**14- INTELLECTUAL PROPERTY.** The Supplier guarantees, that the Goods do not violate any intellectual property rights, in particular patents, copyright, registered trademarks and the like, of third parties in countries of the European Union or other countries in which it manufactures, or contracts the manufacture of, the Goods.

The Supplier shall compensate Markem-Imaje for any third-party claims regarding literary, artistic, industrial or other intellectual property, for the items which it delivers to Markem-Imaje and shall undertake to take immediately the place of Markem-Imaje. In the event of any legal action and to reimburse Markem-Imaje for any cost, expenses or damages which may result. The Supplier shall undertake to return to Markem-Imaje all documents required for the completion of this order; in particular any specifications, formulae, blueprints or manufacturing details as soon as this contract comes to an end for whatever reason; and whoever may be the author of the aforementioned items, Markem-Imaje shall acquire full ownership as provided for in Article 15. In the event that Markem-Imaje should encounter problems regarding its possession of the delivered supplies, the Supplier must immediately take its own action in order to solve such problems. After the delivery of a formal notice fixing a maximum time limit of one month to solve such problems, Markem-Imaje reserves the right to suspend all or part of the payment for any current orders until any litigation is resolved or a fixed security is granted to Markem-Imaje

**15- CONFIDENTIALITY.** The Supplier has an absolute obligation of non-disclosure of all professional secrets and confidential information. In particular it must take all necessary steps to ensure that any specifications, software, formulae, blueprints or manufacturing details related to the order of Markem-Imaje are not disclosed in any manner to any third party either by itself, by its employees or by its sub-contractors for whom it shall assume liability. Under no circumstances shall the Supplier be permitted to use such materials for any purpose other than for the completion of Markem-Imaje's order. Such obligations of non-disclosure and exclusivity are not subject to any time limit. The Supplier shall formally undertake to refrain from any disclosure of any parts manufactured based on such materials without prior authorization from Markem-Imaje. Upon Markem-Imaje's request, Supplier shall promptly return or destroy all documents and other materials received from Markem-Imaje. Markem-Imaje shall be entitled to injunctive relief for any violation of this Section.

**16- RESEARCH AND DEVELOPMENT AND SOFTWARE.** Unless otherwise provided in the contract, should the order concern in whole or in part any research and development or the production of any software, the resulting software or studies shall be, by specific convention, the property of Markem-Imaje who shall have free and exclusive use. In the event that in the completion of Markem-Imaje's order the Supplier must use any patented process or existing software; it shall for the purposes of such (and within the legal restrictions) assign to Markem-Imaje a license or sub-license free of charge and for an unlimited period.

**17 - PRODUCT LIABILITY.** The Supplier shall be responsible for all claims made by third parties in relation to personal injury or damage to property resulting from defective product it has supplied and shall indemnify Markem-Imaje against any resultant liability. If Markem-Imaje is obliged to undertake a recall as a result of a defect in a product supplied by the Supplier, the Supplier shall bear all costs related to the product recall.

The Supplier shall notify Markem-Imaje immediately of any potential defects or uncertain properties identified in the supplied Goods. The Supplier shall take out product liability and professional liability insurance cover at its own expense, providing appropriate coverage of the risks arising from the liability and from Markem-Imaje indemnification. The insurance must be applicable worldwide, and cover installation and removal costs. The Supplier shall submit a copy of the liability insurance policies to Markem-Imaje at any time on request.

**18 - INDEMNIFICATION.** Supplier agrees to indemnify and hold Markem-Imaje and Markem-Imaje's agents, customers and other parties with which Markem-Imaje deals harmless from and against any and all liabilities, losses, damages, injuries, fines, penalties, claims, actions, proceedings, judgments, costs and expenses, including reasonable attorneys' fees, arising out of or in any way relating to the Goods furnished or Services performed by Supplier pursuant to this Contract or any Purchase Order or Supplier's breach of or failure to perform or comply with the terms, conditions, covenants and warranties contained in or arising under this Contract or any Purchase Order. Supplier further agrees, upon request by Markem-Imaje and at Supplier's sole expense, to defend or assist in the defense of any such claim, action or other proceeding. Supplier's liability regarding this indemnification shall be limited to its proportionate degree of fault or negligence, as the case may be, determined by a court of competent jurisdiction.

**19 - FORCE MAJEURE.** Markem-Imaje shall be excused from performance hereunder, with the exception of payment for Goods furnished and accepted, if such non-performance indirectly or directly results from, is caused by, arises out of, is related to, or is contributed to by any temporary or permanent: act of God; epidemic, pandemic, war, terrorism, or hostilities whether or not there is a formal declaration of war; riots or other civil unrest; acts or omissions of governmental authorities, including without limitation, quarantine, embargo, or the imposition of any other restrictions of whatever kind; disease, illness, outbreak, or plague, whether affecting plants, animals, or humans, and including but not limited to hoof-and-mouth disease; supply shortage as a result of any cause, whether foreseen or unforeseen; or any other cause whatsoever beyond the reasonable control of Markem-Imaje, whether the kind enumerated or otherwise (each of the foregoing, a "Force Majeure Event").

**20 - TERMINATION.** 20.1 Without prejudice to any right or remedy available to it, Markem-Imaje shall be entitled to terminate the Contract:

20.1.1 in whole or part, with immediate effect and at no cost to Markem-Imaje and on giving written notice to Supplier:

i) if Supplier commits a material breach which breach is irremediable or, if such breach is remediable, Supplier fails to remedy that breach within a period of 30 days after being notified in writing to do so;

ii) in case of a change of control of Supplier that in Markem-Imaje's opinion may affect Markem-Imaje's legal, financial and/or business interests; and

20.1.2 for convenience by giving not less than ninety (90) days' notice in writing to Supplier.

20.2 Without prejudice to any right or remedy available to it, either party may immediately terminate the Contract in whole or in part by giving written notice if the other party:

i) takes any step or action in connection with administration, 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 or examiner appointed to any of its assets or business, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant.

ii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

20.3 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**21- CHANGE IN THE LEGAL SITUATION OF THE SUPPLIER.** The Supplier shall undertake to inform Markem-Imaje forthwith of any change in its legal status: change in capital or composition such as any change in majority holdings, merger, takeovers, and any judicial decision which may affect it; such as that of liquidation or sequestration.

**22- ADVERTISING.** The Supplier may not under any circumstances make use of this order for the emission of any advertisement whether direct or indirect and in whatsoever form without the prior written authorization of Markem-Imaje.

**23- ASSIGNMENT.** The Supplier shall not, under any circumstances, assign the completion of this order or sub-contract any of its performance to any group or company without the prior written agreement of Markem-Imaje. In the event that such permission should be granted, the Supplier shall nevertheless remain entirely liable to Markem-Imaje for the satisfactory completion of the order within the agreed time limits.

**24- SAFETY.** Where the supply requires the rendering of a service, the Supplier and any sub-contractors that may be implicated shall be expected to act in accordance with all current safety and hygiene regulations: both those that are statutory and which are internal to the facility. Any intermediaries may be subject to any safety controls that are deemed necessary by those concerned.

**25- PRICE COMPETITIVENESS.** The Supplier shall guarantee that the invoiced price is at least as favorable for our Company as it is for all other purchasers with regards to quantities that are comparable or inferior to those ordered by our Company

**26- GENERAL GOVERNANCE & CORPORATE SOCIAL RESPONSIBILITY; IMPORT & EXPORT COMPLIANCE.** 26.1. Supplier has read, understands, and agrees to comply with the Dover Supplier Code of Conduct, a copy of which may be found at [www.dovercorporation.com](http://www.dovercorporation.com)

26.2. Supplier shall comply with all applicable laws of any jurisdiction in which Supplier is established or conducting operations relating to the Contract Documents, including (without limitation) any applicable laws in force from time to time regarding corruption, bribery, money laundering, insider trading, conflict of interest or other non-ethical practices, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as may be amended, and any applicable laws in force from time to time.

26.3. Supplier hereby certifies that Supplier and its directors, officers, employees, agents, sub-contractors and/or consultants:

- i. are familiar with, and shall comply in all respects with, such laws;
- ii. have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Contract Documents to any "foreign official" 1, including (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee or agent thereof; or (iii) any holder of public office or candidate for political office; and
- iii. are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality.

26.4. The Supplier represents, warrants, and covenants that the Supplier and its subcontractors and direct and indirect suppliers, shall not use child, forced, bonded, indentured, or involuntary labour, and embrace employment practices consistent with International Labour Organisation Conventions. Also, Supplier has read, understands, and agrees to comply with Markem-Imaje Labor and Human Right Policy, a copy of which may be found at [www.markem-imaje.com/about-us/sustainability/values](http://www.markem-imaje.com/about-us/sustainability/values).

26.5. The supplier confirms that they are offering their employees a fair wage, working hours and conditions, safe working environment consistent with Markem Imaje Global Environment, Occupational Health and Safety Policy, that they have read, understood and agree to comply with, a copy of which may be found at [www.markem-imaje.com/about-us/sustainability/health-and-safety](http://www.markem-imaje.com/about-us/sustainability/health-and-safety).

26.6. Supplier shall not knowingly provide any tantalum, tin, tungsten or gold or their derivative metals or minerals (the "Minerals") mined from the Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic where such Minerals directly or indirectly finance or benefit illegal armed groups. Upon request, the Supplier shall provide the Buyer with evidence of the Supplier's due diligence performed in compliance with this provision and Dover Corporation Conflict Minerals Policy, that they have read, understood and agree to comply with, a copy of which may be found at [www.dovercorporation.com/about-us/our-governance/conflict-minerals](http://www.dovercorporation.com/about-us/our-governance/conflict-minerals).

26.7. The supplier confirms that they are aiming for a positive impact on the environment and they are complying with all applicable environmental laws and regulations consistent with Markem Imaje Global Environment, Occupational Health and Safety Policy, that they have read, understood and agree to comply with, a copy of which may be found at [www.markem-imaje.com/about-us/sustainability/environment](http://www.markem-imaje.com/about-us/sustainability/environment).

26.8. Suppliers shall maintain available internal procedures, tools, indicators or related documentation to demonstrate their alignment with the Dover Supplier Code of Conduct, Markem-Imaje Labor and Human Right Policy and Markem Imaje Global Environment, Occupational Health and Safety Policy.

26.9. Suppliers agree to be audited on such compliance and provide all information reasonably requested. Third Party audits such as recognized assessment body ECOVADIS, SEDEX or equivalent may be considered as equivalent. In this case the Supplier undertakes to communicate to the Purchaser its registration numbers with these organizations, as well as the score obtained in its performance evaluation. In general, the Supplier undertakes to provide the Purchaser with any CSR data or information requested by the Purchaser.

26.10. The evaluation of CSR performance can be requested by Markem-Imaje for obtaining a contract. If the score is deemed unsatisfactory by the Purchaser (for example: below 45 on ECOVADIS), the Supplier shall implement a corrective action plan, the terms and deadlines of which shall be discussed between the Parties.

26.11. The supplier agrees to respond to survey's and inquires necessary to confirm effectiveness of corrective actions, close gaps or confirm compliance with new laws and regulations.

If the Supplier fails to implement the corrective action plan, the Parties will meet to determine the fate of the Contract, which may go as far as termination of the Contract by the Purchaser.

26.12. Supplier strictly shall comply with all relevant Import & Export Legislation related to the import of the Products and Services to the point of delivery specified in an Order and the export of the Products and Services from the point of origin of such Products and Services, and Supplier's execution of this Agreement constitutes its certification that it will remain in compliance with the requirements of such Import/Export Legislation. Supplier shall ensure that it will not export, sell, divert, transfer or otherwise dispose of the Products and Services in violation of the Import/Export Legislation.

26.13. Supplier agrees to, at its expense, obtain any and all licenses and approvals that may be necessary to import the Products and Services to the point of delivery specified in an Order and to export the Products and Services from the point of origin of such Products and Services, in accordance with the Import & Export Legislation. Supplier shall provide Supplier with such documentation as Supplier may request to confirm Supplier's compliance with the Import & Export Legislation and this Section.

26.14. The Supplier will comply with all relevant export control laws and regulations and recognizes and accepts that Markem-Imaje will not accept the direct and indirect supply of Products and Services from or doing business with any country which is the subject of a sanctions program initiated by U.S., E.U., Switzerland or other applicable sanctions program. In addition, Markem-Imaje may, in its sole discretion, determine that it will not accept the direct and indirect supply of Products and Services from entities listed on restricted parties' lists. Supplier will not be entitled to make any claim against Markem-Imaje in the event Markem-Imaje refuses to accept Products or Services from any countries/regions subject to sanctions or from a restricted party.

26.15. The Supplier confirms that it's aware of the UK and EU regulations of September 2023 prohibiting the import of Russian-sourced steel and iron products, including Russian-origin steel and iron incorporated into finished or semifinished products. The Supplier confirms that it has implemented procedures to understand the origin of steel and iron used in their products and that they have collected and reviewed information from their own direct and indirect suppliers confirming that they do not include iron and steel of Russian origin. Where Supplier acquired finished or semi-finished products which may include steel and iron, they obtained assurances that they do not and will not include Russian-sourced steel or iron in its products supplied to Markem-Imaje.

26.16. The Supplier shall undertake its best efforts to ensure that the purpose of Section 26 is respected by any third parties further down the commercial chain, including by possible resellers.

Supplier shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties in the commercial chain, including by its direct and indirect suppliers, that would defeat the purpose of the Section 26.

Supplier shall immediately inform Markem-Imaje about any problems in applying Section 26 including any relevant activities by third parties that could defeat the purpose of Section 26. The Supplier shall make available to the Markem-Imaje information concerning compliance with the obligations under Section 26 within two weeks of the simple request of such information.

26.17. Any violation of Section 26 shall constitute a material breach of an essential element of this Agreement, and Markem-Imaje shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of this Agreement effective immediately, without any further obligation on the part of Markem-Imaje; and
- (ii) a penalty equal to the total value of this Agreement and the price of the supplied Products and Services.

**27 - DATA PROTECTION.** In the course of the business relationship, the Parties will share personal information ("Personal Data") and consent to the processing of their data within the meaning of Regulation (EU) 2016/679 General Data Protection Regulation (GDPR), and the Swiss Federal Data Protection Act (DSG). The Parties shall act in accordance with Art. 5 (GDPR) et seq. in this respect.

In this regard, the Originating Party shall always act in accordance with the principles of data minimization and purpose limitation, i.e. it shall only provide Personal Data if it is necessary for the purpose, in accordance with Art. 6 (GDPR).

Furthermore, in the processing of Personal Data, the Parties undertake to comply with the legal and contractual provisions on data protection. This also includes the most modern and appropriate technical data security measures (Art. 32 GDPR) and the obligation of employees to treat Personal Data confidentially. If the Personal Data to be processed is more than the identification data for the signing of this agreement, the parties shall be obliged to sign a Data Privacy Addendum in accordance with Art. 28 et seq (GDPR).

If any of the parties signing this Agreement, in their country of origin there is no data protection legislation and/or the same is inferior in the security levels required by the GDPR 2016/679 or DSG, will be obliged to apply the indications of Markem-Imaje, for the correct processing of personal data, for more information on the data protection policy, you can consult the following website: <https://www.markem-imaje.com/privacy>

**28- AUDIT.** 28.1 Markem-Imaje shall have the right to monitor the performance of Supplier of the Contract and compliance by Supplier with these Terms.

28.2 Supplier shall, upon Markem-Imaje's first written request, promptly provide Markem-Imaje with all information reasonably required to enable Markem-Imaje to identify the origin, place and date of manufacture of the Goods and the raw materials used to manufacture the Goods, including any relevant serial or batch numbers, for the purposes of auditing and product tracking.

**29- ATTRIBUTION OF JURISDICTION.** Our purchases shall be interpreted, governed, and enforced exclusively by the laws of the country of Markem-Imaje. The parties agree that all litigation between Markem-Imaje and Supplier which may arise out of or in connection with the Contract or any transaction between them shall be subject to the exclusive jurisdiction of the Courts in the country of Markem-Imaje and each hereby consents to the jurisdiction of such courts.