

TERMS AND CONDITIONS OF PURCHASE

10/2021

1. DEFINITIONS

1.1 In these Terms and Conditions the following terms shall have the meanings ascribed to them:

Conditions: the standard terms and conditions of purchase set out in this document.

Contract: the result of the acceptance of these Conditions as specified in clause 3.

Delivery Date: the date on which the Goods/ Services are to be delivered to the Purchaser, as specified in the Purchase Order.

Goods: any such goods (including any parts or accessories) supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order.

Price: the price of the Goods and/or Services as specified in the Purchase Order.

Purchase Order: Document, of any form, issued by the Purchaser and addressed to the Supplier, relating to the purchase of a Product or Services and including instructions and the present Conditions.

Purchaser: Steelcase Ltd (Company Number 01 05 95 11) whose registered office is at 77-79 Farringdon Rd, Farringdon, London EC1M 3JU, United Kingdom.

Services: any services agreed to be provided by the Supplier to the Purchaser under the terms of these Conditions.

Specifications: any document issued and communicated by Purchaser to Supplier defining Purchaser's requirements with which the Product must comply, and the Product's performance conditions if applicable, such as, but not limited to, Product's description, drawings, models, materials, standards, norms and quality requirements.

Supplier: the person, firm or company to which the Purchase Order is addressed.

1.2 A reference to a statute is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

1.4 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

2. APPLICATION OF TERMS

2.1 These Conditions shall apply to the entire exclusion of the Supplier's terms or conditions of sale. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement, acceptance of a Purchase Order, invoice, specification or similar document will form part of the Conditions and Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.2 Purchaser reserves the right to modify these Conditions at any time, it being specified that the applicable Conditions are those in force on the day of the order. In the event of a master agreement between the Purchaser and the Supplier, the master agreement shall prevail.

2.3 Purchaser's rights under these Conditions are in addition to the statutory terms implied by the UK Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Sale and Supply of Goods Act 1994.

2.4 The parties acknowledge that they have not relied on any statement, promise or representation made or given by or on behalf of the other which is not set out in the Conditions. Nothing in these Conditions shall exclude or limit either party's liability for fraud or fraudulent misrepresentation.

3. ACCEPTANCE

3.1 These Conditions are an offer by the Purchaser to buy from the Supplier and become a binding contract on the terms set forth herein when accepted by the Supplier through Supplier's acceptance of the Purchase Order or through the commencement of performance.

3.2 The Supplier undertakes, however, to take into account any modification that the Purchaser may request and to inform the Purchaser of the possible consequences of such modifications, in particular with respect to the related deadlines and prices.

3.3 Furthermore, no information contained in the Purchase Order may be modified in any way by the Supplier without the express authorization of the Purchaser.

4. QUALITY AND DESCRIPTION OF GOODS

4.1 The Supplier represents, warrants and undertakes to the Purchaser that the Goods (including without limitation their packaging and labelling) will:

4.1.1 meet the Purchase Order and Specifications in all respects;

4.1.2 be of sound materials and workmanship;

4.1.3 comply with all applicable laws and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied; and

4.1.4 be fit for any purpose indicated in the Purchase Order (either expressly or by implication).

4.2 If any Goods fail to comply with this clause 4.1, the Purchaser shall have one or more of the remedies listed in clause 18.

4.3 The Supplier represents, warrants and undertakes that any Goods comply with applicable laws and regulations of the country(ies) of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

4.4 If expressly requested by the Purchaser, the Supplier agrees to collaborate with the Purchaser by providing information on the Life Cycle of the Goods, including their carbon footprint, recyclability and energy efficiency.

5. QUALITY AND DESCRIPTION OF SERVICES

5.1 The Supplier represents, warrants, and undertakes to the Purchaser that the Services will be performed:

5.1.1 by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance; and

5.1.2 strictly in accordance with the Purchase Order and Specifications.

5.2 If the personnel identified by the Supplier become unavailable for whatever reason, the Supplier undertakes

to procure replacement personnel to perform the Services to the same or higher standard immediately.

5.3 The Supplier represents, warrants and undertakes that any Services comply with applicable laws and regulations of the country(ies) of origin and destination.

5.4 The Supplier's personnel brought to intervene on the Purchaser's sites shall remain exclusively subordinate to the Supplier who shall assume full responsibility for their actions.

6. NON-CONFORMITY

6.1 In the event of any defective Product or non-conformity of the Products and/or Services with the Specifications, the Purchase Order or the Contract and, where capable of being remedied, if the Supplier fails to remedy such failure within 15 working days of receipt of written notice from the Purchaser requiring it, except for a failure to deliver the Products or perform the Services on time (which is dealt with in clause 9.7), Purchaser may, at its sole discretion, without prejudice to any other rights or remedies it reserves under law or the Contract:

- a. Request reimbursement from the Supplier for the Goods and/or Services concerned; or
- b. Request that the Supplier promptly replaces the affected Products; or
- c. Retain the Products or the result of the Services at a reduced price; or
- d. Cancel the Contract and treat the Contract as never having been concluded; or
- e. Refuse to accept any further delivery of Goods or provision of Services, without liability to the Supplier; and/or
- f. Claim any damages suffered as a result of the Supplier's breach of these Conditions.

In all cases, Supplier shall bear all costs associated with the replacement and transportation of non-conforming Products and shall reimburse Purchaser for any costs and/or expenses incurred in connection therewith.

7. INDEMNITY

7.1 The Supplier shall keep the Purchaser indemnified in full from and against all actions, suits, liabilities, claims, demands, costs, charges, damages, losses and expenses of any kind (including legal and other professional fees and expenses) awarded against or incurred or paid by the Purchaser as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) the breach of any clause of the Conditions by the Supplier, its employees, agents or subcontractors;
- (c) any infringement or alleged infringement of any patent, copyright, registered design, design right, trademark, trade name or other intellectual property right for or relating to the Goods or the Services; and
- (d) the negligent or willful acts or omissions of the Supplier, its employees, agents or contractors in supplying, delivering and installing the Goods or performing the Services.

8. INSURANCE

8.1 The Supplier is obliged to take out and maintain product liability insurance with a minimum lump-sum cover amount of €5m per personal injury/property damage claim; any claims to damages on the part of the Purchaser exceeding the above will remain unaffected

thereby. At the request of the Purchaser, the Supplier is obliged to provide proof of the conclusion of product liability insurance and receipt of the insurance contract by submitting the relevant documentation.

9. DELIVERY

9.1 The Goods shall be delivered as according to the incoterm specified in the Purchase Order.

9.2 The Goods shall be delivered, or the Services performed on the date specified in the Purchase Order or on such other date as the parties may subsequently agree. The delivery date shall be binding.

9.3 The Supplier shall ensure that each Goods delivery is accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents. In the case of part delivery, the delivery note must show the outstanding balance remaining to be delivered.

9.4 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances.

9.5 The Goods shall be delivered to or the Services performed for the Purchaser at the address set out in the Purchase Order and in the manner specified in the Purchase Order or as subsequently agreed in writing by the Parties.

9.6 Unless otherwise stipulated by the Purchaser in the Purchase Order, deliveries shall only be accepted by the Purchaser during normal business hours and will not be accepted on public holidays.

9.7 Unless stipulated otherwise within the Purchase Order, if the Goods are not delivered or the Services are not performed by the due date then, without prejudice to any other rights which it may have, the Purchaser is entitled to have recourse to all legal remedies without limitation, including the right to withdraw from the Contract and to claim damages for any additional costs, losses or expenses incurred by the Purchaser which are attributable to Supplier's failure to deliver the Goods or perform the Services on time.

9.8 Where the Purchaser agrees in writing to accept delivery by instalments the Contract shall be construed as a single Contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Purchaser at its option to cancel the Purchase Order, including any existing and future instalments without liability.

9.9 If the Goods are delivered to the Purchaser in excess of the quantities ordered any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

9.10 The Purchaser may without prejudice to its other remedies, within 3 (three) months of completed delivery at the Supplier's cost (including freight) reject, in whole or in part, Goods which do not comply with these Terms and Conditions. The Purchaser shall not be deemed to have accepted the Goods on receipt. The signature of a representative of the Purchaser on delivery is only evidence of the number of packages and/or Services received and not that they comply with these Terms and Conditions.

9.11 Supplier warrants that the Goods and Services shall continue to comply with clauses 4.1.1 and 4.1.2 until (i) 3 (three) months from the date of completed delivery of the Goods and Services or (ii) 3 (three) months after they are put into use (whichever is the sooner) and if they do not so comply the Supplier shall at its cost, within 14 days remedy the defect in the Goods and/or Services or replace the Goods.

10. RETENTION OF TITLE, TOOLS

10.1. Pending payment by the Purchaser, the Supplier retains title to the goods it has delivered. No prolonged or extended reservation of title applies.

10.2. Purchaser retains title to tools. If, however, it is not the Purchaser who is the direct possessor, but only the Supplier, the Supplier holds possession for the Purchaser. Supplier is obliged to implement the Purchaser's tools solely in the production of the Goods ordered by the Purchaser, unless the Purchaser explicitly declares in writing that the Purchaser is in agreement with the tools also being implemented in the manufacture of goods ordered by third parties. Supplier is obliged to have the tools belonging to the Purchaser insured at its own expense for their replacement value against damage by fire, water and theft. Supplier is obliged to carry out punctually at its own expense any maintenance and service work required. Supplier shall notify the Purchaser immediately of any malfunctions; if the Supplier culpably fails to do so this shall have no effect on claims for damages.

11. PRICE

11.1 The price of the Goods and/or Services shall be stated in the Purchase Order and unless otherwise agreed in writing by the Purchaser shall be exclusive of value added tax but inclusive of all other charges and any duties, taxes, imports or levies incurred by the Supplier.

11.2 No variation in the price or extra charges shall be made without the written consent of the Purchaser.

12. PAYMENT

12.1 The term of payment agreed between the Parties shall be 15 days with 2.00% discount or within 45 days net to the end of the month of the invoice date OR 15 days with 2.00% discount or within 60 days net of the invoice date OR as otherwise agreed in the Purchase Order

12.2 The Purchaser shall not be under any obligation to pay any invoice which is not valid, does not contain the Purchase Order's number or does not comply with the Conditions.

12.3 All invoices must be sent electronically.

12.4 Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier.

13. CONFIDENTIALITY

13.1 The Supplier is obliged to keep all technical or commercial know-how, specifications, inventions, processes, prices, margin, project pricing, turnover, commercial strategy, or initiatives strictly confidential. They may only be disclosed to third parties with the express written consent of the Purchaser.

13.2. The obligation to maintain confidentiality shall also continue to apply for a period of 5 years after the Contract has been processed. It does not apply to information which (a) was provably already known by the recipient when the Contract was concluded or was made known by third parties thereafter without any infringement of a non-disclosure agreement, statutory regulations or official orders as a result thereof, (b) was already public knowledge when the Contract was entered into or became public knowledge thereafter, unless based on a breach of this Contract, (c) has to be disclosed due to legal obligations or a court order or an order by an authority.

Insofar as is admissible and possible, if the Supplier is obliged to disclose, it shall notify the Purchaser in advance and provide the Purchaser with the opportunity to take action against the disclosure or to minimize the extent thereof.

14. INTELLECTUAL PROPERTY, DRAWINGS

14.1 The Supplier represents and warrants that the Goods and/or Services do not infringe any patent, copyright, trademark or other intellectual property right of any third party. The Supplier represents and warrants that as of the date of the Purchase Order there are no claims, disputes, suits, arbitral or other proceedings pending or anticipated which may affect either the rights granted hereunder or the warranties and representations made hereunder by the Supplier.

14.2. Drawings, calculations, Specifications and other stipulations made by the Purchaser shall be examined independently by the Supplier in the context of its general and special expertise to ascertain any errors and inconsistencies. If applicable, the Supplier shall, without undue delay, report reservations to the Purchaser in writing and undertake a clarification with the Purchaser.

14.3. Agreed working drawings shall be provided to the Purchaser for ownership free of charge in the form of one blueprint per drawing. This also applies in the event of changes to the execution.

15. ANTI-BRIBERY AND CORRUPTION

15.1 The Supplier shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the Purchaser's Anti-Bribery and Anti-Corruption Policy that can be found at <https://www.steelcase.com/corporate-compliance-policies/> ("Relevant Requirements");

(b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;

15.2 Breach of clause 15.1 by the Supplier shall be deemed a material breach of these Conditions and give to the Purchaser the right to withdraw from the Contract and claim damages.

16. DATA PROTECTION

16.1. The Purchaser and the Supplier acknowledge that the performance of this Conditions will require each party to process the personal data of the other party's representatives. This processing activity must be in compliance with the Regulation (EU)

2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR", Official Journal L 119 of 04/05/2016) or any similar regulation under any applicable law, and any regulatory requirements or codes of practice governing the use, storage or transmission of personal data. Terminology referenced herein will have the meaning assigned in the GDPR. Each party will ensure that the processing is lawful and will only process the respective personal data for purposes directly related to the performance of the Conditions.

16.2. It is recalled that, given the global nature of the Purchaser, personal data may be stored and processed internally at different group levels (e.g., global, regional, and local) for lawful purposes where the Purchaser or its affiliates, subsidiaries or service providers maintain facilities. The Purchaser recognizes that the EU/EEA countries have an omnibus data protection regime that generally restricts the transfer of Personal Data about individuals in the EU to the United States and certain other countries, unless there is "adequate protection" for such information when it is received. To address this restriction and equal restrictions in other countries or regions, the provider commits to apply a consistent set of rules to all transfers of personal information amongst its Group regardless of their location whether within or outside of the EU/EEA countries.

16.3. To provide adequate protection for transfers of Personal Data the Provider along with its affiliates, subsidiaries or service providers enter into the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries ("Model Contract") pursuant to European Commission Decision 2004/915/EC of 27 December 2004. Following the adoption of the European Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries on June 4th, 2021, The Purchaser initiates the process of updating its Standard Contracts in compliance with the new Decision, within the timelines indicated therein.

16.4. In the event the Supplier's performance of the contracted services requires the Supplier to process personal data on behalf of the Purchaser, then the following rules shall apply, and the Parties agree to enter into a subsequent Data Processing Agreement in line with these rules and on the then current Purchaser standard form:

- Purchaser will be the controller and Supplier will be the processor;
- Supplier will process the data solely for the purpose(s) for which it has been contracted and in accordance with the Conditions;
- Purchaser will ensure that it is entitled to transfer the personal data to Supplier, in order for the Supplier to provide the contracted Services;
- If required, Supplier will co-operate with Purchaser with regard to the preparation of a privacy impact assessment;
- Supplier will take the appropriate organizational and technical measures to ensure against unauthorized or unlawful processing of the personal data, and against

theft, accidental loss or destruction of, or damage to the personal data, as well as measures allowing data security to be ensured, such as encryption of systems hosting the data;

- Supplier will take the appropriate measures that allow the availability of and access to personal data to be restored within an appropriate time in the event of a physical or technical incident and will maintain a procedure to test, analyse and assess the effectiveness of technical and organizational measures to ensure processing security on a regular basis;
- Supplier will keep written records of all the categories of personal data processing activities carried out in relation with these Conditions;
- Supplier will only process and store the personal data for as long as necessary. Upon Purchaser's request, Supplier will confirm deletion and/or destruction of such data, upon the expiration of the above retention period;
- Each party will take reasonable steps to ensure the reliability of any of their own employees who have access to the personal data and ensure that all personnel involved in processing in personal data have committed themselves to confidentiality;
- Supplier will ensure that any and all of its subcontractors who might be processing personal data are subjected to provisions at least as onerous as the provisions related to Supplier herein, and Supplier shall remain at all times fully liable towards Purchaser for any such subcontractors;
- In the event that personal data processing activities require transfers of personal data to a country outside of the European Union, Supplier ensures the legality of the transfer, through one or more of the international transfer mechanisms recognized by the European authorities;
- Each party will comply with any specific guidance or instructions from the relevant supervisory authority;
- Supplier shall immediately notify the Purchaser of any personal data breach concerning the personal data and shall take immediate mitigation steps and collaborate with Purchaser in the response to the data breach.

17. TERMINATION

17.1 The Purchaser may cancel the Contract in whole or in part if the Purchase Order is not completed in all respects in accordance with its stipulations and these Conditions.

17.2 The Purchaser shall have the right at any time and for any reason to terminate the Purchase Order in whole or in part by giving the Supplier written notice whereupon all work on the Purchase Order shall be discontinued and the Purchaser shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination unless Supplier has committed a breach, but such compensation shall not include loss of anticipated profits or any consequential loss and shall not exceed the value of the Goods and Services that constitute the work in progress.

17.3 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith:

- (a) if the Supplier commits a material breach of any of the clauses of these Conditions and fails to remedy

the breach (if capable of remedy) within 15 business days of a notice from the Purchaser specifying the breach; or

- (b) if the Supplier commits a series of or repeated minor breaches of any of the clauses of these Conditions; or
- (c) if any distress, execution or other process is levied upon any of the assets of the Supplier; or
- (d) upon the notified Supplier's insolvency, wind-up, trustee appointment, or similar proceeding, in case of any form of dissolution of the Supplier, or, if the business, financial condition, assets or prospects of the Supplier materially change in such a manner as the Purchaser determines, in its absolute discretion, will not represent its interests adequately.

17.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. These Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

18. REMEDIES

18.1 Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied or Services not performed in accordance with, or the Supplier fails to comply with, these Conditions and where such failure is capable of remedy the Supplier fails to remedy such failure within 15 business days of receiving written notice from the Purchaser requesting the same, excluding a failure to deliver the Goods or perform the Services on time (which is dealt with under clause 9.7), the Purchaser shall be entitled to benefit from any one or more of the following remedies at its discretion, whether or not any part of the Goods or the Services have been accepted by the Purchaser:

- (a) to cancel the Contract and treat the Contract as having never been entered into;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (c) at the Purchaser's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of these Conditions are fulfilled;
- (d) to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Supplier; and/or
- (e) to claim such damages as may have been sustained in consequence of the Supplier's breaches of these Conditions.

19. ASSIGNMENT

19.1 The Supplier shall not be entitled to assign, sub-contract or hold on trust the Contract or any part of it without the prior written consent of the Purchaser.

20. FORCE MAJEURE

20.1 Neither Party may be held liable and no compensation may be claimed from it in the event of total or partial non-performance of any of its obligations, if such non-performance is due to the occurrence of an event constituting force majeure, having the characteristics defined by UK statutory law and cases.

20.2 It is however specified that the labor disputes of the Supplier or its subcontractors, the lack of personnel of the Supplier or its subcontractors, breakdowns or work stoppages at the Supplier or its subcontractors do not constitute force majeure.

20.3. The Party affected by an event of force majeure shall inform the other Party in writing as soon as possible and at the latest within three (3) calendar days of the occurrence of an event of force majeure preventing it from performing its obligations and shall do its utmost to reduce as much as possible the harmful effects resulting from this situation.

20.4. If the force majeure event should continue for a period of more than fifteen (15) calendar days, the Purchaser shall have the option of terminating the affected Purchase Orders by any means.

21. NOTICE

21.1 Any notice given under these Conditions must be in writing and signed by or on behalf of the party giving it.

21.2 Any notice or document to be given to the Purchaser under these Conditions must be given by delivering it personally or by courier or sent by post or airmail pre-paid post or by email addressed to the Purchaser, and will be deemed duly given or served:

- (e) in the case of a notice delivered by hand, at the time of delivery;
- (f) in the case of a notice delivered by courier, one clear business day after the date of despatch;
- (g) in the case of a notice sent by post or airmail pre-paid post, two clear Business Days after posting; and
- (h) in the case of an email, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided (in each case) that a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next business day.

22. COMPLIANCE

22.1. Supplier will comply with the applicable requirements of the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) regulations enacted in the European Union (European Regulation 1907/2006) and the United Kingdom (UK REACH).

For each Product, Supplier will provide compliance certificates or other documentation attesting that the Goods Purchaser buys from Supplier do not contain (1) any Substances of Very High Concern (SVHC) above 0.1% by weight of each homogeneous material; (2) any restricted substances; (3) substances requiring authorization, as defined and regulated by EU REACH (European Regulation 1907/2006) and UK REACH.

22.2. If Supplier is an electrical and electronic equipment producer or distributor (within the meaning of the following directives), it will comply with:

- EU RoHS: RoHS Directive 2011/65/EU, as amended by Directives 2015/863/EU and 2017/2102/EU;
- UK RoHS: Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulation 2012 (as amended).

22.3. For each Product, Supplier will:
- Provide copies of the EU Declaration of Conformance and/or UKCA Declaration of Conformance, as applicable
- Provide assurance that Goods are permanently marked with the EU mark and/or UKCA mark, as applicable.

23. GENERAL

23.1 Each Purchaser right or remedy under these Conditions is without prejudice to any other Purchaser right or remedy under the applicable law.

23.2 If any clause of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions and the remainder of such provision shall continue in full force and effect.

23.3 Failure or delay by the Purchaser in enforcing or partially enforcing any clause of the Conditions will not be construed as a waiver of any of its rights under the Conditions.

23.4 Any waiver by the Purchaser of any breach of, or any default under, any provision of the Conditions by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Conditions.

23.5 Nothing in these Conditions excludes or restricts either party's liability for any matter that cannot lawfully be excluded or restricted.

23.6 Subject to clause 23.5, in no event shall the Purchaser be liable to the Supplier, whether under contract, statutory law, tort or otherwise, for any indirect, incidental or consequential loss or damage, including but not limited to loss of profit, loss of use, loss of production or penalty payments.

23.7 The Parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Products of April 11, 1980.

23.8 The Supplier acknowledges that he has read the Purchaser's Supplier Code of Conduct available at <https://www.steelcase.com/eu-en/resources/documents/steelcase-supplier-code-conduct/> and agrees to abide by such code, as amended or supplemented from time to time.

23.9 The parties are independent, and these Conditions shall not create or form any partnership, franchise, joint venture, agency, representative or employment relationship between the parties nor between the Purchaser and any affiliate, licensor, subcontractor or employee of the Supplier. Unless otherwise agreed in writing by the parties, neither party shall incur any debt in the name of or on behalf of the other party.

23.10. Supplier undertakes to only name the Purchaser as a reference customer and/or to advertise using products it developed for the Purchaser in the contractual relationship with the Purchaser if the Purchaser has given its prior consent in writing.

24. APPLICABLE LAW AND JURISDICTION

24.1 The Contract shall be governed by and construed in accordance with English law.

24.2 Any dispute which may arise between the parties, whatever its nature or object, including, but without limiting to disputes relating to the formation, existence, performance, validity, interpretation or termination of the Contract which resulted from the acceptance of these Conditions shall be referred to the exclusive jurisdiction of the English courts.