

1. **Applicability.** With the exception of this Section 1, these Purchase Order Terms and Conditions will only apply if Pulsant has not entered into a Main Service Agreement with Supplier. In the event a Main Service Agreement is in place between Pulsant and Supplier, the Main Service Agreement will govern and the remaining portion of these PO Terms and Conditions will be void with respect to the Purchase Order.
2. **Addresses.** Pulsant Ltd is legally registered at Blue Square House, Priors Way, Maidenhead, England SL6 2HP. All invoices should be issued to Pulsant Ltd, 4/5 Lochside Way, Edinburgh EH12 9DT, email accountspayable@pulsant.com. These addresses do not replace any delivery addresses specified within this Purchase Order or and associated agreed documents between the Supplier and Pulsant.
3. **Miscellaneous.** The section headings of this Purchase Order are for convenience only and have no interpretive value.
4. **Definitions.** Capitalised terms have the following meanings: (A) **"Goods"** means the goods, software, and other items supplied or to be supplied under this Purchase Order (if any); (B) **"Project"** means all Goods and Services; (C) **"Pulsant"** means Pulsant Ltd as on the first page of this Purchase Order (hereafter referred to as PO); (D) **"Services"** mean the services provided or to be provided under this Purchase Order (if any); (E) **"Statement of Work"** means the document specifying, without limitation, the scope, objective, and time frame of Project that Supplier will perform for Pulsant; (F) **"Supplier"** means the individual or entity specified as the supplier; (G) **"PO Terms and Conditions"** means Sections 1-35 hereof; and (H) **"Pulsant Policies"** means Pulsant Health and Safety Policies, Pulsant's Supply Chain Code of Conduct, all of which will be provided to Supplier upon request, and all other policies Pulsant communicates to Supplier in writing.
5. **Purchase Order.** The Purchase Order, the PO Terms and Conditions, and any attachments and exhibits, specifications, drawings, notes, instructions, and other information, whether physically attached or incorporated by reference (collectively the **"Purchase Order"**), constitutes the entire agreement between Pulsant and the Supplier. The PO does not constitute a **"firm offer"** and Pulsant may cancel this PO at any time, prior to acceptance by the supplier.
6. **Acceptance.** Supplier will be deemed to have accepted the PO Terms and Conditions upon the earliest of: (A) Supplier's signing and returning a copy of this PO to Pulsant, (B) Supplier's shipping the Goods to Pulsant or invoicing Pulsant for such Goods, (C) Supplier starting performance of the Services, or (D) Supplier's acceptance of this PO by other commercially acceptable means.
7. **Supplier Forms.** The Supplier may use its standard business forms to administer the Project under the PO Terms and Conditions, but use of such forms is for Supplier's convenience only and does not alter the PO or the PO Terms and Conditions. PULSANT WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERMS OR CONDITIONS THAT ARE DIFFERENT FROM, INCONSISTENT WITH, OR IN ADDITION TO THESE PO TERMS AND CONDITIONS, UNLESS PULSANT (A) SPECIFICALLY AGREES TO SUCH TERM OR CONDITION IN A WRITING SIGNED BY PULSANT AND (B) ACKNOWLEDGES IN THAT WRITING THAT SUCH TERM OR CONDITION REPLACES, OR IS IN ADDITION, TO THE TERMS OR CONDITIONS IN THESE PO TERMS AND CONDITIONS.
8. **Price and Payment.** Unless expressly stated in the PO, the price specified in the PO is exclusive of all applicable taxes, freight, packaging, insurance, handling, permits, approvals, licenses and other charges which are stated separately in PO. Prices are not subject to increases or additional charges for any reason; however, Pulsant will receive the benefit of any general reduction in Supplier's prices prior to delivery. Supplier will separately invoice Pulsant (A) for each shipment of Goods, (B) in accordance with any schedule agreed to by Pulsant (monthly, quarterly, etc.) and/or (C) for each milestone payment agreed to by Pulsant. If no milestones or schedules have been agreed, Supplier will invoice at the completion of all Services under this PO. Supplier's invoice will reference only the relevant PO and the amounts due thereunder (and no other POs or other amounts due). Unless otherwise stated, Pulsant will make payment within 60 days after the later of (A) Pulsant's receipt of Supplier's correct invoice at the "send invoices to" address (Section 2) and (B) Pulsant's acceptance of the

Project. Supplier will use its reasonable best efforts to assist Pulsant in all legal efforts to minimise taxes resulting from performance of this PO.

9. **Taxes.** Each party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that party or otherwise required by the transactions governed by this PO. Supplier may charge and Pulsant will pay applicable value added taxes (“VAT”), that Supplier is legally obligated to pay to governmental authorities (collectively, “Taxes”). Supplier’s original invoice to Pulsant must state those Taxes separately and meet the requirements for a compliant tax invoice. Supplier will submit to Pulsant a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing requirements with respect to payments under this PO. Pulsant may withhold payment until Supplier provides invoices that comply with this Section 8. Pulsant may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge or collect the Taxes covered by that certificate. Pulsant may deduct or withhold any Taxes that Pulsant may be legally obligated to deduct or withhold from any amounts payable to Supplier under this PO, and payment to Supplier as reduced by those deductions or withholdings will constitute full payment and settlement to Supplier of amounts payable under this PO. Supplier will provide Pulsant with any forms, documents, or certifications as may be required for Pulsant to satisfy any information reporting or withholding tax obligations, and to establish Supplier’s compliance with applicable tax filing requirements, with respect to any payments under this PO.
10. **Performance; Transfer of Title.** Time is of the essence in Supplier’s performance under this PO. Supplier will perform the Project in accordance with the schedule specified in the PO or as otherwise agreed in writing by Supplier and Pulsant. Supplier will deliver the specified quantity of Goods to Pulsant at the “**delivery**” address no later than the specified delivery date and no earlier than the “**Delivery No Earlier Than**” date. Supplier promptly will advise Pulsant in writing of any delay, circumstance or development that impairs Supplier’s ability to provide the Project by the required delivery date. Supplier will properly package the Goods to protect against damage and theft during shipment, handling and storage. To the extent that title to any digital or tangible property is transferred under this PO, title will transfer from Supplier to Pulsant upon acceptance by Pulsant. For the transfer of any property by Pulsant to Supplier, title will pass to Supplier upon delivery or transmission to common carrier. Upon request of Pulsant, Supplier will promptly deliver to Pulsant all work product and other similar items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier will not be entitled to payment on any outstanding invoice until delivery of the foregoing items to Pulsant.
11. **Cancellation.** Pulsant may terminate all or any portion of this PO prior to shipment of any Goods or Supplier’s commencement of performance of Services at no charge and without liability by giving Supplier written notice of such termination or change. Pulsant may terminate or modify this PO for any Goods after shipment and prior to Pulsant’s acceptance of such Goods, and Pulsant will pay only the shipping expenses for returning such Goods to Supplier’s shipping location and incur no further charge or liability. Upon cancellation of a PO related to Services after Supplier has commenced performance of such Services, Supplier will promptly terminate the Services and Pulsant is only liable to pay for Services performed and liabilities incurred prior to cancellation (except that if the specified fees are a fixed amount, Pulsant will pay a pro rata fee to the extent the Services are complete). Upon cancellation, Supplier will promptly deliver to Pulsant, without request, all deliverables, work product and other items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier is not entitled to payment under any outstanding invoice until delivery of the foregoing items to Pulsant is complete.
12. **Modification of Orders.** Pulsant may modify any Order for deliverables, with or without cause, by giving at least 10 days’ notice to Supplier. If such modification will reasonably result in a change in the previously agreed fees or charges or will impact the delivery timetable, Supplier will promptly notify Pulsant of such changes and the parties will adjust the fees and charges and/or delivery timetable accordingly.

13. **Rejection and other Remedies.** If the Project does not strictly comply with the requirements of this PO, Pulsant may reject any or all of them within 15 working days after delivery without regard to whether payment has been made. In such case, Pulsant may, at Supplier's expense, (A) retain any or all of such Goods for correction by Pulsant or others, (B) return any or all of such Goods with or without instruction for correction or replacement or (C) procure replacement Goods from a third party and require Supplier to reimburse Pulsant for its associated costs and expenses associated. Supplier will promptly comply with any instruction for correction or replacement. If Pulsant requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Pulsant may have the correction made by a third party and charge Supplier for all such costs and expenses incurred in connection with such correction. Supplier may, in lieu of rejection, retain any or all of such Goods for use as delivered, subject to an equitable adjustment in price as described below. Pulsant will be entitled to recover from Supplier (by credit, offset, refund, invoice or otherwise) an equitable amount for the diminished value of any uncorrected Goods and all costs reasonably incurred by Pulsant in connection with rejected Goods (including but not limited to all costs of correction by Pulsant or others and all costs to return Goods to Supplier). Supplier will, at no cost to Pulsant, promptly and satisfactorily correct any defects in the Project or anything else not in conformity with this PO.
14. **Inspection.** All specifications, drawings, samples, requirements, descriptions, other materials and plans that relate to the Project are incorporated in this PO by reference. Pulsant may inspect the Project at any time, and Supplier will provide reasonable access and facilities for such inspection prior to shipment. No Project will be deemed accepted before final inspection by Pulsant at the specified destination. Pulsant's inspection, failure to inspect or failure to discover any defect, acceptance or payment will not waive or limit any warranty, relieve Supplier of any obligation hereunder or impair Pulsant's rights or remedies at law or in equity.
15. **Audit/Records.** The Supplier will keep copies of all records relating to this Agreement and the deliverables in accordance with generally accepted accounting standards ("**Records**"). The Supplier will upon request provide Pulsant with electronic copies of all requested Records for review. Pulsant may, from time to time, require a compulsory review and assessment be undertaken of the Supplier's environmental, labour, human rights, ethics and sustainability practices. Such review and assessment will be undertaken either by Pulsant or one of its nominated designees and the Supplier shall provide full cooperation. The Supplier acknowledges and agrees Pulsant and/or its designees have a legitimate interest under Data Protection Legislation to process personal data of its Personnel when conducting an off-site audit, on-site inspection or review under this section.
16. **Pulsant-Furnished Property.** Supplier assumes complete liability for all tools, articles, materials, equipment, software and other items, if any, furnished by Pulsant to Supplier in connection with this PO ("**Pulsant Property**"). Supplier will use Pulsant Property solely to the extent necessary for the proper provision of the Project and in accordance with all instructions from Pulsant. Supplier agrees to pay for all Pulsant Property damaged, lost or not otherwise accounted for to Pulsant's satisfaction. The furnishing to Supplier of any Pulsant Property in connection with this PO will not, and will not be construed to, vest title to Supplier.
17. **Hazardous Material; Waste.** Any hazardous materials to be provided to Pulsant under this PO must be marked, labelled, and offered for transportation in accordance with all applicable legal requirements. All packages must be in approved containers and material safety data sheets must be included with each shipment. To the maximum extent permitted by law, Supplier will be solely responsible for any waste generated by Supplier during the course of performing Services, including properly identifying and classifying the waste, and all costs associated with recycling and disposal. Supplier is and will identify itself as the generator of the waste, including on shipping-related documents. For purposes of this Section 16, "**hazardous material**" means any chemical, compound, material, waste or other item whether in liquid, solid or gaseous form, which is regulated or restricted as a hazardous material (or any analogous designation) by any laws, rules or regulations of any national, state, municipal, or local authority, whether statutory or regulatory in nature.
18. **Relationship.** Supplier will perform under this PO as an independent contractor of Pulsant, and this PO will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Supplier and Pulsant. Supplier will not represent itself to be an employee, representative or agent of Pulsant.

Supplier will have no authority to enter into any agreement on Pulsant's behalf or in Pulsant's name or otherwise bind Pulsant to any agreement or obligation.

19. **Licenses.** Supplier hereby grants to Pulsant, and Pulsant accepts, a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, fully paid up license to use, sell, reproduce, perform, display, distribute, and import any software, including any third party software or packaged software, which is ordered or contained in the Project ordered and its related documentation, unless otherwise specified in the PO. Pulsant may install, use, operate and copy the software on any number of networked or non-networked hardware at any facility or location, subject to any specified volume or other license parameters, and to use and copy related documentation as necessary or desirable in connection with the installation, use and operation of the software. Pulsant may sublicense any and all rights granted under this Section 18 and to any third parties who perform services for Pulsant.
20. **Confidential Information; Publicity.** Supplier and (A) any other business, company or limited liability partnership owned by the Supplier or related to the business of the Supplier or under common ownership with the Supplier or (B) an individual, trust, business trust, joint venture, partnership, corporation, association or other legal entity which (directly or indirectly) is controlled by, controls or is under common control with another party (“**Affiliates**”) will comply with the terms of any nondisclosure agreement between Supplier (or any of Supplier’s Affiliates) and Pulsant (the "**NDA**"). If no such agreement exists or the NDA has expired or is no longer in full force and effect, Supplier, its Affiliates and its Personnel will (A) keep confidential the terms and existence of this PO and all information obtained from Pulsant that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary and (B) use such information only for the purposes of this PO. Pulsant’s confidential information includes, without limitation, all supplies, blueprints, sketches, drawings, specifications and other technical or commercial information furnished by or developed for Pulsant in connection with the PO, including work product of Supplier. All such information is Pulsant’s exclusive property. Supplier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Pulsant in any manner without prior written authorisation. Supplier will not issue any press release or other publicity that relates to Pulsant or this PO, or reference Pulsant in any brochures, advertisements, client lists or other promotional materials.
21. **Representations and Warranties.** Supplier represents and warrants that (A) the Project is free from defects in design, materials, workmanship and title; (B) the Goods are of good and suitable quality and that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned), unused and suitable for their intended purpose, unless by specific and documented agreement between Pulsant and the Supplier; (C) the Project does not, in whole or in part, violate, misappropriate or infringe any patent, trademark, trade secret, trade dress, copyright or other right of any third party; (D) the Goods conform to the applicable drawings, specifications, and descriptions provided to Pulsant, the requirements of this PO and are of comparable quality as any samples delivered to Pulsant; (E) any Services will be provided in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled and experienced professionals rendering similar services; (F) the Project (including the provision of Services by the Supplier’s Personnel) complies with, and will comply with after delivery and acceptance by Pulsant, all applicable laws, rules regulations and other requirements of applicable governmental authorities, including all applicable health, safety and environmental regulations (including as would be applied to Pulsant, upon Pulsant’s use and enjoyment of the Project) and all immigration and work status laws and regulations; (G) Supplier and its Personnel will hold and fully comply with all required licenses, permits and approvals to carry out and complete the Project (including, but not by way of limitation, all statutory and regulatory consents and permissions) and (H) the Supplier and its Personnel will comply with Pulsant Policies. If the Project is or contains software, Supplier further represents and warrants that: (I) the software does not and will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Pulsant’s exercise of their rights hereunder, (J) the software does not and will not contain any viruses, “trojan horses” or other harmful code; and (K) the software is not subject to any license or other terms that require that other software or documentation incorporating or used with such software be disclosed or distributed in

source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge. Supplier further represents and warrants that Supplier, and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its member states, or other applicable government authority. Supplier will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organisation, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organisation, or entity under sanctions or embargoes administered by the United Nations, the European Union, or any other applicable government authority.

22. **Insurance.** Throughout the Term and for 3 year following the delivery of the goods and services covered by this Purchase order, the Supplier will hold at least the following insurance policies: (A) general liability insurance or public liability insurance, as well as products or completed operations coverage where applicable, with claim limits of not less than GBP 10,000,000 per event; (B) employer's liability insurance (or local equivalent) with claim limits of at least the amounts required by local law; and (C) if the Supplier's Personnel operate vehicles in connection with the supply of the Deliverables, automobile insurance with limits as required by applicable law. If the Supplier is supplying Services of a professional or consultancy nature it will also hold professional indemnity or errors and omissions insurance with limits of not less than GBP 1,000,000 per event (with higher cover requirements being specified in the Scope of Works). All such policies referred to above must cover the Supplier's liability hereunder for any acts by its subcontractors. At Pulsant's request, the Supplier will promptly submit certificates of insurances for the above policies.
23. **Defence and Indemnity.** Supplier will defend and indemnify Pulsant from any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any third-party claim arising from, related to or alleging (A) the design, manufacture, possession, ownership, use, sale or transfer of the Project, (B) breach of any of Supplier's representations, warranties or other obligations under this PO, (C) any act or omission of Supplier or its Personnel related to the Project, except to the extent caused by the gross negligence or wilful misconduct of Pulsant as determined by a final, non-appealable order of a court having jurisdiction, (D) Supplier's breach of Section 34, including but not limited to any taxes, duties, interest or penalties or (E) any personal injury, death or property damage arising out of, or incidental to, the Project, or otherwise caused by Supplier or its Personnel. Supplier's duty to defend is independent of its duty to indemnify and Supplier's obligations under this Section 21 are independent of any other obligation of Pulsant under this PO. If Supplier performs Services on Pulsant's premises, in connection with any action to enforce Supplier's obligations under this section related to any claim arising out of bodily injury (including death) to any person directly or indirectly employed by Supplier, Supplier waives any immunity, defence or protection under any workers' compensation, industrial insurance or similar laws and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Supplier's right to assert any such immunity, defence or protection directly against any of its own employees or such employees' estate or other representatives.
24. **Limitation of Liability.** Pulsant is not liable under any circumstances for lost opportunities or profits, or for consequential, incidental, special, punitive or indirect damages of any kind.
25. **Successors and Assignations.** Supplier will not assign this PO (in whole or part) without Pulsant's prior written consent. Any assignment without Pulsant's consent will be voidable at Pulsant's option. Subject to the foregoing restrictions, this PO will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Pulsant and their respective successors and permitted assigns.
26. **General.** A party does not waive any right under this PO by failing to insist on compliance with any of the terms of this PO or by failing to exercise any right hereunder. The rights and remedies of the parties under this PO are cumulative, and either party may enforce any of its rights or remedies under this PO or other rights and remedies available to it at law or in equity. If any provision of this PO is determined by any court or

governmental authority to be unenforceable, the parties intend that this PO be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. Any translation of the text of this PO is for reference purposes only. To the extent permitted by law, in the event of any dispute or controversy, the English language version of the text of this PO will prevail. Sections Applicability(1), Miscellaneous(3), Inspection(14), Audit(15), Confidential Information(20), Representations and Warranties(21), Insurance(22), Defense and Indemnity(23), Limitation of Liability(24), General(26), Notices(27), Data Protection(28), Anti-bribery (29) and Applicable law(35) will survive beyond Supplier's performance under this PO or termination or cancellation of this PO for any reason.

27. **Notices.** All notices given under this PO must be delivered to the recipient's address on the first page of this PO in written non-electronic form, and in English, and will be effective when received.
28. **Data Protection.** Each party undertakes to comply with its respective obligations under the relevant data protection and privacy laws.
29. **Anti-bribery.** Supplier confirms that Pulsant's Supply Chain Code of Conduct prohibits bribery to any person for reason whatsoever, whether for transactions with government authorities or private entities. Supplier undertakes that, during performance of the Agreement, it will not violate or, if it knows, permit any person to violate, the terms of the Supply Chain Code of Conduct on non-bribery or any applicable law on anti-corruption.
30. **Supplier Code of Conduct.** During the course of providing Goods or Services, Supplier shall abide, and shall cause its Personnel to abide, by Pulsant's Supply Chain Code of Conduct.
31. **Failure to Comply.** Pulsant may immediately terminate or suspend performance under this Agreement if Supplier fails to comply with any of Pulsant's policies set forth in Sections 28, 29 and 30 above. Supplier will maintain true, accurate and complete books and records concerning any payments made to another party by Supplier under this Agreement, including on behalf of Pulsant. Pulsant and its designated representative may audit workplace conditions and/or inspect Supplier's books and records to verify such payments and for compliance with Sections 28 and 29 above.
32. **Personnel and Subcontractors.** This PO does not constitute an employment contract and does not affect the status of the employees of the Supplier. Supplier has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "**Personnel**"), including the right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel, as well as its labour and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Supplier is solely responsible for all salaries and other compensation of its Personnel who provide the Project and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Supplier's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Pulsant employees. Supplier will be solely responsible for all theft, damage and/or misconduct related to, and other acts and omissions by, its Personnel. Supplier will not subcontract or delegate any of its obligations under this PO without Pulsant's prior written consent. Supplier is responsible for the full performance under this PO and for its subcontractors' compliance with these PO Terms and Conditions. If Transfer of Undertakings (Protection of Employment) Regulations 2006 relating to the protection of employees' rights in the event of a transfer of undertaking or any similar national law or regulation (the "**Directive**") applies, Supplier will assume all liability regarding the application of the Directive to its Personnel or any actions taken by its Personnel in relation to the Directive. Supplier will be liable for and will defend and indemnify Pulsant in relation to any claim or action brought against Pulsant based on the breach of the Directive or of any other similar regulation and undertakes to bear all the costs, including the defence costs, and to compensate Pulsant and its Affiliates for all damage resulting from these actions, including all sums incurred by Pulsant as a result of a legal decision or an extrajudicial ruling.

33. **Premises.** If Supplier performs Services on Pulsant's premises, Supplier will (A) be solely responsible for and have control over its Personnel and ensuring that any actions taken by those Personnel are done in accordance with health and safety laws. Supplier's Personnel will abide by all Pulsant's rules, policies, and procedures, including with respect to such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression, harassment and theft (collectively, "**Rules**"); and (B) at Pulsant's request, remove and promptly replace any Personnel performing services who behaves in a manner that is unlawful or inconsistent with any Rule. If Pulsant consents to the use of a subcontractor, Supplier will ensure that any such subcontractor is bound to the terms of this PO. Supplier's responsibilities for safely providing the Services and complying with applicable laws are not excused in any way by any instruction that may be provided by Pulsant.
34. **Cross Border Sales and Returns.** (A) Suppliers Located Outside the EU or UK and delivering to the UK. Supplier will deliver any cross-border sale of Goods to Pulsant on a delivered-duty-paid ("**DDP**") basis. Supplier will be directly responsible for ensuring that such cross-border shipments comply with all export and import regulations (including, without limitation, export licensing, shipper's export declaration, and export invoice) and pay any associated taxes and duties. Without limiting the foregoing, any export or import document must, among other matters, separately itemise and state the separate value for each item of hardware, software, set-up, and any non-dutiable service. If Pulsant returns any Goods under this PO, such Goods will be returned ex-works ("**EXW**") Pulsant's place of business, and Supplier will be directly responsible for ensuring that such returns comply with all export and import regulations and for any associated taxes and duties. Notwithstanding the terms of Section 4, Supplier hereby agrees that any duties and taxes that may be recoverable by the Supplier will not be charged or collected from Pulsant. (B) Suppliers Located Within the EU and delivering to the UK. Supplier will deliver any cross-border sale of Goods to Pulsant on a delivered-duty-paid ("**DDP**") basis and is responsible for ensuring that the Goods are in free circulation within the EU. Supplier will be directly responsible for ensuring that such cross-border shipments comply with all regulations covering the intra-community movement of goods (including, without limitation, export licensing, shipper's export declaration, and export invoice). Without limiting the foregoing, Supplier will provide a valid intra-community VAT invoice which must itemise and state the separate value for each item of hardware, software, set-up and service. Each party will be responsible for its own reporting obligations arising from the intra-community movement of the Goods. If Pulsant returns any Goods under this PO, such Goods will be dispatched from Pulsant's place of business, and Supplier will be directly responsible for its own reporting associated with such movement of the Goods. Notwithstanding the terms of Section 9, Supplier agrees that any taxes and duties that may be recoverable by Supplier will not be charged or collected from Pulsant.
35. **Applicable Law.** This PO will be interpreted and enforced in accordance with the laws of England and Wales. Supplier irrevocably consents to the non-exclusive jurisdiction of the courts of England and Wales. Supplier waives any objections to jurisdiction and venue in such courts. To the extent permitted by law, all proceedings will be conducted in the English language.