



TERMS AND CONDITIONS OF PURCHASE ORDER

Holt Lloyd International Limited or its affiliates ("**HOLTS**") agree to purchase and Seller (as defined in the PO) agrees to supply the goods (the "**Goods**") and/or services ("**Services**") set out in the purchase order ("**PO**") to which these terms and conditions ("**Terms**") are attached, subject to the following:

- Affiliates.** The affiliates of HOLTS include all of HOLTS' named companies around the world as well as affiliates operating under the following names: Recochem, KOST, Prestone, Adam's Polishes, B&B Blending, Paint Over Rust, International Coolant Formulations, Luyten, Red Rocks, Ultra Clear, Auto-Chem and Napierville Refineries.
- Acceptance of Order.** These Terms, the PO and any attachments or schedules attached thereto (collectively, the "**Order**") constitute the full and complete agreement between the parties in relation to the purchase by HOLTS of the Goods and Services from Seller. Within ten (10) days of receipt of the present PO and its Terms, the Seller shall transmit to HOLTS a written acknowledgement of the present PO which will act as the acceptance of the present PO and of all of its Terms by the Seller. No terms and conditions of any offer, letter, contract, purchase order, invoice or other document submitted or issued by Seller in connection with this Order shall amend, add to, vary or modify these Terms. Any modification of the Terms will be deemed refused by HOLTS unless there is a formal acceptance in writing by HOLTS. Failing the receipt, by HOLTS, of the written acknowledgement of the Seller, the delivery, even partial, of the Goods or Services, will be considered as the acceptance of the PO, including all its Terms, by the Seller. If a written agreement signed by both parties is in existence covering the purchase of Goods and Services ("**Master Agreement**"), covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- Cancellation and Changes.** HOLTS may, at any time, upon notice to Seller, without cause and without liability to HOLTS, cancel or change the Order, in whole or part, prior to shipment. The Order may not be otherwise amended unless there is a written document signed by both parties. Notwithstanding any other provisions of these Terms, HOLTS may terminate this Order immediately, without liability, and without limiting any of HOLTS' other rights or remedies, upon written notice to Seller if: (a) Seller is in breach of any of its obligations under these Terms; (b) Seller is in breach of any of its representations or warranties; (c) an action or claim against Seller may, in HOLTS' reasonable opinion, harm Seller's continued business operations; (d) Seller becomes insolvent or bankrupt; or (e) either party is unable to carry out its obligations under the Order by reason of a force majeure event, meaning any delay or state of affairs beyond the control of a party which causes either party to be unable to fulfill, or to be delayed or restricted in the fulfillment of, an obligation, including acts of god, restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority, or acts of war. Seller's ability to sell Goods at a more advantageous price or Seller's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute a force majeure event. If a force majeure event occurs that affects delivery of the Goods to HOLTS, Seller will allocate its available supply of Goods in a manner that assures HOLTS of at least the same proportion of Seller's total output of Goods as was allocated to HOLTS prior to the Force Majeure event. Seller shall in no event be entitled to any additional payments as a result of the force majeure event.
- Prices.** The Goods and Services covered by these Terms are those specifically identified in the PO. The prices shall be deemed to include any charges and expenses related to packing, crating or cartage, storage, transportation, handling, unloading, customs, installation, insurance, brokerage fees, freight, duties and other related fees. Unless expressly provided otherwise in the PO, all prices are in British Pounds Sterling.
- Payment.** HOLTS shall pay Seller the prices for the Goods and/or Services set out in the PO within sixty (60) days following the later of: (i) acceptance by HOLTS of Goods and/or Services under the Order; or (ii) receipt by HOLTS of an undisputed invoice. Payment or any part thereof may be withheld by HOLTS if, in HOLTS' sole discretion: (i) Seller has not fulfilled its obligations under the Order; or (ii) any portion of the Goods and/or Services are damaged, lost or otherwise not accepted by HOLTS. Seller's invoices to HOLTS must charge applicable taxes on any Goods or Services supplied to HOLTS. Applicable taxes must be shown in a separate line item in any invoice submitted to HOLTS. HOLTS may set off, deduct, or credit any amounts owed to it by Seller, or otherwise make a reduction, deduction, withholding or abatement, against amounts it owed to Seller under the Order. Without limiting the foregoing, HOLTS may deduct from payments otherwise due to Seller, such amounts as HOLTS may be obligated to withhold under any law, and may remit any such amounts that relate to income tax or other tax to the relevant governmental authority. Seller acknowledges that HOLTS may make such payments from time to time and that such payment shall reduce HOLTS' financial obligation to pay Seller under this Agreement accordingly.
- Shipping and import/custom compliance.** Seller shall pack, mark and prepare the Goods for shipment in a manner which will prevent damage or deterioration, comply with applicable laws and regulations and conform to HOLTS' and carrier's instructions and requirements. Goods must be shipped in CHEP or CPC pallets with packing slips attached. Seller shall provide any applicable material safety data sheets and other relevant documentation, including BOL (Bill of Lading), the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("**FTA**") certifications for all Goods that qualify under one or more FTA's, certificate of compliance and certificate of analysis. All shipping documents must include HOLTS' part number, PO number and description. Goods must show HOLTS' part number. Scale ticket and wash ticket are required for any bulk receiving. The net quantity and unit of measure must be indicated on the scale ticket in a readable way. If the Goods are shipped via rail, the railcar reporting marks must be indicated on the BOL, certificate of analysis, invoice and other relevant documentation. Unless otherwise indicated in any PO, Seller assumes all responsibility and liability for any shipments requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the imported Goods, HOLTS reserve the right to terminate the PO and any agreement between the parties or cancel the Order to accordance with the termination provisions of these Terms. Seller will be debited for any duties, fees or freight incurred by HOLTS due to Seller's failure to comply with these terms. Seller represents and warrants that (i) the Goods have not been directly or indirectly imported from the Russian Federation or the Republic of Belarus; and (ii) that the Goods do not contain significant materials or other content originating from the Russian Federation or the Republic of Belarus or, if the Goods do so contain such materials or other content, that they have undergone substantial transformation prior to their export to HOLTS. Seller shall indemnify and hold HOLTS harmless from and against any and all duties, tariffs, taxes, fines and/or penalties that may be imposed in the event that the aforementioned representation is found to be false.
- Delivery.** Time is of the essence in respect of the Order. Except as otherwise provided in the PO, the delivery terms shall be DDP (Incoterms 2020) to the delivery location set out in the PO. HOLTS may direct Seller to ship the Goods to any third party designated by HOLTS. Seller warrants that the Goods and/or Services will be delivered in accordance with delivery dates specified in the PO. Delivery appointments shall be arranged at least 48 hours before the delivery date specified or delivery may be refused. Seller shall notify HOLTS in writing of any actual or anticipated delays immediately upon discovery. In the event of any delay, HOLTS may, at its option, terminate all or any portion of the Goods and/or Services being supplied under the Order by giving written notice to Seller, without further liability on the part of HOLTS. The Seller is liable for loss and additional charge if delivery of the Goods is delayed beyond the schedule provided under this PO. The Seller shall, upon HOLTS' request, suspend shipment and delivery of the Goods and all work and operations herein for such period as HOLTS may request at no additional cost to HOLTS.
- Inspection and Acceptance.** Seller agrees to allow HOLTS, during normal business hours, to make reasonable inspection of the facilities where Seller and its sub-tier sellers (as applicable) manufacture or process the Goods. Any Goods and/or Services are subject to inspection, testing and acceptance by HOLTS, its agents or its clients. Seller will provide, without additional charge, all reasonable facilities and assistance required for such inspections and

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tests. HOLTS reserves the right to reject and refuse acceptance of any Goods or Services that are considered by HOLTS defective or not in accordance with any specifications (including any specifications made available to Seller by HOLTS) or documentation provided by Seller. Goods not accepted by HOLTS will be returned to Seller at Seller's risk and expense. Services not accepted by HOLTS shall be remedied or re-performed at Seller's expense. Payment shall not: (a) constitute acceptance of the Goods or Services; (b) impair HOLTS' right to inspect; or (c) limit any of HOLTS' remedies. HOLTS, its agents, its clients and/or its consultants, shall have access at all reasonable times to the plant and premises of the Seller. Inspection and/or acceptance by HOLTS, its agents or its clients does not relieve Seller of any warranties or obligations hereunder. No payment will be made to the Seller in respect of any of the Goods or Services which are rejected after inspection.

9. **Title and Risk of Loss.** Notwithstanding anything else in this Order, title to and risk of loss of the Goods will not pass to HOLTS until the Goods have been delivered to the destination specified in the PO and HOLTS has inspected and accepted the Goods or on payment of the Goods by HOLTS, whichever occurs first.
10. **Substitutions.** Seller shall not provide substitute goods as and for the Goods stipulated in the Order without the prior written consent of HOLTS.
11. **Representations and Warranties.** Seller represents and warrants that: (a) it has all right, title and interest necessary for the provision of the Goods and proper performance of the Services; (b) there are no patents, copyrights, trademarks, trade secrets, or other industrial or intellectual property rights or any other rights of any third parties restricting the sale, use, repair or replacement of the Goods or any part thereof or the provision of the Services and the Goods and Services shall not infringe any patents, copyrights, trademarks, trade secrets, or other industrial or intellectual property rights or any other rights of any third parties; (c) the Goods and Services (as applicable) shall be free from liens and defects in design, manufacture, material, workmanship, and third party claims of title, right or interest; (d) the Goods shall be packaged and labelled in accordance with industry standards and applicable laws and regulations; (e) the Goods are new and of best and merchantable quality; (f) all Goods, and materials provided therewith, shall be fit for their intended purpose; (g) the Goods and Services shall be in conformance with any samples, specifications, drawings and any documentation provided by Seller, applicable quality standards and the terms and conditions of the Order; (g) all representations and certifications furnished by Seller as required by law or regulation in connection with this Order are accurate, current and complete as of the effective date of this order, and that to Seller's knowledge no person has been paid a kickback or illegal gratuity in connection herewith; and (i) the Services will be performed in a timely, workmanlike, professional and competent manner, with all due skill and care, and in accordance with applicable industry standards. If, any time prior to three (3) years from the date of acceptance ("Warranty Period"), it appears that the Goods or Services, or any part thereof, do not conform to the warranties or other requirements of the Order, and HOLTS so notifies Seller of such discovery, Seller shall promptly correct such nonconformity to the satisfaction of HOLTS at Seller's sole expense and the Warranty Period shall be extended accordingly. If Seller fails to correct any nonconformity to the satisfaction of HOLTS, HOLTS may reject or revoke acceptance and either: (a) purchase goods and/or services in substitution for those rejected and Seller will be liable to HOLTS for any costs for procuring such similar goods or services; (b) correct Seller's nonconforming Goods or Services by the most expeditious means available, the costs of which shall be borne by Seller; or (c) retain the nonconforming Goods or Services and an equitable adjustment reducing the PO price to reflect the diminished value of such nonconforming Goods or Services will be made to the Order. Seller's liability hereunder shall extend to all damages caused by the breach of any of the foregoing representations, warranties and requirements, including incidental damages, such as removal, inspection, costs of return or warehousing. This provision shall have no effect upon, nor shall it limit, Seller's obligations to indemnify HOLTS under the Order. These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.
12. **Recall.** Seller is liable for all costs and damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any other products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws and regulations. Seller will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by HOLTS or its customer(s) in relation to the Goods as HOLTS may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall.
13. **No Forced Labour or Child Labour.** (a) In accordance with all applicable legislation, namely the Fair Labour Standards Act of 1938, Seller represents, warrants and covenants that no Goods have been or will be sourced, mined, produced or manufactured, wholly or in part, with forced labour or child labour. (b) Seller shall continually monitor its operations to prevent and to detect the presence of forced labour or child labour at any step in the sourcing, mining, manufacturing or production of Goods and/or Services and shall immediately notify HOLTS upon becoming aware of any actual or suspected presence of forced labour or child labour in its operations or supply chains. Seller shall provide reports on such monitoring in such form and content and at such frequency as may be requested by HOLTS at any time or from time to time. (c) Seller will include in all contracts and purchase orders with its suppliers, partners, directors, officers, employees, agents, and permitted subcontractors a provision that is the same as paragraph (b) above and a requirement that its suppliers, partners, directors, officers, employees, agents, and permitted subcontractors shall continually monitor their operations and supply chains to prevent and to detect the presence of forced labour or child labour at any step in the sourcing, mining, manufacturing or production of Goods and shall immediately notify HOLTS upon becoming aware of any presence of forced labour or child labour in their operations or supply chains. (d) Seller shall ensure that it and its suppliers, partners, directors, officers, employees, agents, and permitted subcontractors will provide full traceability of each Good supplied to HOLTS so that HOLTS can utilize such traceability to identify the source of all labour, inputs, components and raw materials relating to the supplied Goods. Seller shall provide such documentation to HOLTS upon request. (e) Upon ten (10) days advance written notice and during normal business hours, HOLTS and its representatives and consultants shall have the right to conduct an inspection of any facility or facilities where Goods are sourced, mined, manufactured or produced subject to such reasonable confidentiality, safety and other conditions as Seller may require. All inspections shall be at HOLTS' sole cost and expense.
14. **Equipment.** All tools, patterns, gauges, molds, printing plates, or other equipment paid for by HOLTS under this Order or furnished by HOLTS to the Seller are the property of HOLTS and shall be delivered to HOLTS upon request. Where HOLTS has furnished molds, printing plates or other equipment for use in executing HOLTS' orders, the Seller agrees to carefully check and approve such equipment before using them. Such provision of equipment by HOLTS shall not release the Seller from its obligations under the present Terms.
15. **Compliance with Law.** Seller and its suppliers, partners, directors, officers, employees, agents and permitted subcontractors must comply with all applicable laws and regulations, including export control, anti-corruption and anti-bribery, in relation to the provision of the Goods and the performance of any Services, including having and maintaining in good standing all licenses, permits and other authorizations that may be required as a condition of the conduct of Seller's business activities.
16. **Performance of Services.** In the event the PO contemplates the performance of any Services by Seller or requires entry onto HOLTS' premises, Seller and its suppliers, partners, directors, officers, employees, agents and permitted subcontractors shall comply with HOLTS' applicable site and safety rules. All intellectual property rights created by the Seller in the performance of the Services are assigned and shall be assigned to HOLTS and Seller shall provide irrevocable and unconditional waivers of moral rights upon HOLTS' request.



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17. **Confidentiality.** During the term of the Order and thereafter, Seller agrees to ensure that it and its suppliers, partners, directors, officers, employees, agents, and permitted subcontractors maintain as confidential and secure all material and information that are the property of HOLTS and made available to, or accessed by, Seller, not disclose such material or information to any third party and not use such material or information for any purpose other than performing the Order. HOLTS reserves all rights in all material or information provided by HOLTS to Seller under the Order and no right, title, license or other interest is granted to Seller unless expressly agreed to by the parties in writing.
18. **Indemnification.** Seller shall, at Seller's expense, be solely responsible for and will further indemnify, defend (at HOLTS' option) and hold harmless HOLTS, its affiliates and each of their directors, officers, employees, representatives and contractors and clients (collectively "Indemnitees") from and against any losses, damages, liabilities, claims, actions, demands, suits, judgments and expenses, including investigation expenses and legal fees and costs, arising from or alleged to arise from: (i) any breach by Seller of any representation, warranty, covenant, term or condition of the Order; (ii) any claim that any Good and/or Service constitutes an infringement, violation or misappropriation of any third party's rights, including any intellectual property right; or (iii) any negligent or wilful act or omission of Seller or its representatives, including but not limited to personal injury, product liability and property damage. Seller will have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement; provided, however, in no event will Seller enter into any settlement without HOLTS' prior written consent, which will not be unreasonably withheld. Indemnitees may participate in such defense or negotiations to protect its interests. Prior to the service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of HOLTS, Seller, will provide such documents to HOLTS for review and approval, which will not be unreasonably withheld. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitees either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them non-infringing.
19. **LIMITATION OF LIABILITY.** IN NO EVENT WILL HOLTS OR ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR CONTRACTORS ("HOLTS PARTIES") BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND IN NO EVENT SHALL THE HOLTS PARTIES' LIABILITY TO SELLER EXCEED OUTSTANDING AMOUNTS PAYABLE TO SELLER PURSUANT TO THE ORDER FOR GOODS AND/OR SERVICES INSPECTED AND ACCEPTED BY HOLTS.
20. **Insurance.** Seller shall obtain from a carrier having a minimum AM Best rating of "A" VII and maintain in good standing during the term of the Order and for a period of two (2) years thereafter (a) comprehensive general liability insurance having a limit of not less than \$5,000,000 per occurrence, and in the aggregate for products and completed operations, insuring against claims for bodily injury and property damage arising out of products and completed operations and sudden and accidental pollution liability; and (b) automobile liability insurance insuring against claims for bodily injury and property damage arising out of the Seller's use or operation of any licensed vehicles, including non-owned and hired vehicles, for the performance of the Services and having a limit of (i) not less than \$10,000,000 per occurrence if the Services include transportation of hazardous substances or dangerous goods as defined by applicable regulations; or not less than \$5,000,000 per occurrence if the vehicles are brought within the perimeter of HOLTS' active operations. Such policies shall be issued by a company satisfactory to HOLTS. The Seller shall furnish HOLTS with a certificate of insurance certifying the existence of the aforementioned insurance. All such policies and the certificate of insurance shall provide that coverage thereunder shall not be terminated or changed without a minimum thirty (30) days prior written notice to HOLTS. If requested by HOLTS, Seller shall also furnish HOLTS with a clearance certificate or letter confirming that Seller has Workers' Compensation coverage and such coverages shall not be allowed to change or expire until all Goods and Services have been completed and accepted. Except where prohibited by law, Seller will require its insurers to waive all rights of recovery or subrogation against HOLTS, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations under these Terms.
21. **Term and Survival.** The Order shall terminate upon the later of: (i) receipt by Seller of payment for all of the Goods and Services; or (ii) acceptance of the Goods and Services by HOLTS, unless earlier terminated by HOLTS in accordance with these Terms. The provisions of these Terms which from their context or application are intended to survive the termination of the Order shall so survive, including but not limited to Sections 11, 15-19 and this Section 20.
22. **Assignment and Subcontracting.** The Order or any right or obligation hereunder shall not be transferred, assigned or subcontracted by Seller without the prior written consent of HOLTS. Seller shall remain fully responsible for the work and performance of any of such subcontractor or assignee. Any transfer, assignment, sublease made without express HOLTS' consent will be deemed null and void. HOLTS may assign the Order without Seller's consent and upon such assignment the assignee and Seller shall be the parties to the Order and HOLTS will be released and forever discharged from any liabilities or obligations of the Order as though the assignee had been an original party hereto. The Order inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
23. **Books and Records.** Seller shall keep and maintain at its office, full and complete accounts, invoices, receipts and records relating to Seller's performance under the Order for a period of seven (7) years. Such accounts, invoices, receipts and records shall be open to review, audit and copying by HOLTS, upon request, at all reasonable times, whether before or after the term of the Order. Seller shall ensure that all transaction relating to this Order are properly and accurately recorded in all material respects, and shall maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts. HOLTS may perform audits up to two years following completion of Seller's duties. If, as a result of an audit, any invoice submitted by Seller is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Seller or HOLTS, as the case may be. Seller will promptly correct any other Seller deficiencies discovered as a result of the audit.
24. **Governing Law.** The Order shall be governed by the laws of England and Wales, without regard to or application of its principles or laws regarding conflict of laws. Each of the parties irrevocably and unconditionally submits to the exclusive jurisdiction of competent courts in England and Wales to determine all issues arising from the Order and agree that all disputes of any kind arising in relation to this Agreement shall be determined only in those courts. The *United Nations Convention on Contracts for the International Sale of Goods* (also called the Vienna Convention) will not be applicable to the Order.
25. **Regulatory Compliance.** The Goods furnished under this Order will have been produced in compliance with all applicable governmental and regulatory requirements including, without limitation, the Hazard Communication Standard (MSDS) of the Occupational Safety and Health Administration, the Ozone Depleting Chemical Restrictions of the United States Environmental Protection Agency, and the restrictions set forth in the Montreal Protocol on ozone-depleting substances. The Goods will be free from the substances identified in Article 4.1 of the European Parliament Directive 2002/95/EC (RoHS Directive) as that Directive is updated from time to time, or similar laws or regulations identified by HOLTS, restricting the use of hazardous material in other jurisdictions. Additionally, Seller will be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant to the most current version of European Parliament Directive 2002/96/EC (WEEE Directive) as such Directive is implemented in each country, or similar laws or regulations identified by HOLTS.



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26. **Anti-Bribery and Corruption** Seller agrees that it shall comply fully at all times with all applicable laws, including but not limited to anti-corruption laws, and that it has not, and will not, in connection with the manufacture or supply of the Goods, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purposes of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage on behalf of itself of HOLTS and warrants that it has taken reasonable measures, including the implementation of an internal anti-bribery and corruption policy, to prevent subcontractors, agents or any other third parties subject to its control or determining influence from doing so. For the avoidance of doubt, this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled (including, without limitation, the provision of transportation, meals or lodging).
27. **Anti-Slavery** Seller shall hold itself, its affiliates and subcontractors to the highest performance, ethical and compliance standards, including basic human rights, not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery legislation encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. In performing its duties under this Order, Seller acknowledges the value and importance of performance and ethical behavior.
28. **Prohibition of forced or child labor.** Seller warrants that in relation to its performance of this Order: (i) it, or any of its affiliates and employees, do not employ, engage or otherwise use any child labour; (ii) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work; (iii) it provides a safe and healthy workplace, presenting no immediate hazard to its workers; (iv) it does not discriminate against any workers on any ground (including race, religion, disability or gender); (v) it does not engage in or support the use of corporate punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace; (vi) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits; (vii) it complies with the laws on working hours and employment rights in the countries in which it operates; (viii) it is respectful of its employees' rights to join and form independent trade unions and freedom of association; (ix) it has not been convicted of any slavery or human trafficking offences anywhere around the world; (xi) it shall have and maintain throughout the term of this Order its own policies and procedures to ensure its compliance with applicable law relating to anti-slavery, child labour and forced labour; and (xii) it shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain.
29. **Amendment.** If HOLTS amends these Terms and provides written notice to Seller of such amendment, these Terms are amended and incorporated into each and every new PO issued after notice is given. Terms are available on <https://www.holtsauto.com/> or upon request.
30. **Severability.** If any provision of the Order is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of the Order shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
31. **Waiver.** No waiver of any provision of the Order shall bind a party unless consented to in writing by that party. No waiver of any provision of the Order shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
32. **Relationship between the Parties.** HOLTS and Seller are independent contractors. The Order does not constitute HOLTS and Seller as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose.
33. **Remedies.** HOLTS' remedies set forth in these Terms are in addition to, and will in no way limit, any other rights and remedies that may be available to HOLTS at law or in equity.