

CUMMINS [UK] PURCHASE ORDER TERMS AND CONDITIONS (INDIRECT)

PRECEDENCE. If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

1. GENERAL

- 1.1 As used in this document, the term "Purchase Order" or "PO" refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction plus these Terms and Conditions (the "Conditions") and any other terms that are attached or incorporated by reference. "Cummins" means Cummins Inc., its subsidiaries and affiliates; "Supplier" means the supplier or seller identified on the face of this PO and its agents and representatives; "Specifications" means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it; "Supplies" designates raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Cummins for this PO.
- 1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. The contract resulting from the acceptance of this order is to be construed according to the laws of the State of Indiana. This PO is not assignable by Supplier in whole or in part. Any dispute shall be adjudicated in the state courts of Bartholomew County, Indiana.
- 1.3 Unless expressly set forth below, Cummins is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Cummins and Supplier.

2. CONTROLLING TERMS

This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the goods and/or services set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier's acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order, or commencing work on or shipping Supplies covered by this PO.

3. PRICES AND INVOICING

- 3.1 Prices shown on the face of this PO may not be increased without written authorization by Cummins' Purchasing Department.
- 3.2 Unless authorized by Cummins, Supplier agrees to issue no more than one invoice to cover all shipments made on any day.
- 3.3 Cummins will pay the invoiced amounts within 60 days of the date of a correctly rendered invoice to a bank account nominated by the Supplier.

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3.4 If Cummins fails to make payment in accordance with this clause 3, then the Supplier may charge interest on the overdue amount at a rate of 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the date on which such overdue amount fell due until payment, whether before or after judgment. If there is any dispute about whether any amount is payable to the Supplier, this clause 3.4 will not apply to such amount until the dispute is resolved.

4. DELIVERY

4.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Cummins. Delivery shall be made FOB Cummins location that is delivered to Cummins point of use, freight pre-paid, unless otherwise stipulated on the face of the Purchase Order. The Supplier acknowledges that time for delivery shall be of the essence, that Cummins has strict requirements regarding scheduled delivery dates for goods and that these requirements are essential to Cummins' business. Cummins is not obliged to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4.2 Supplier shall, upon Cummins' request, suspend shipment and delivery of Supplies to be furnished hereunder as Cummins may request.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO, and will be fit and sufficient for the purpose intended, of satisfactory quality and fit for purpose, of good material and workmanship, and free from defect. Supplier's warranties shall survive Cummins acceptance of, inspection of, and payment for the Supplies and shall continue for a period of 24 months from the date of delivery of the goods or supply of the services. Where the Supplies include services, the Supplier warrants that the services will be carried out with all reasonable skill, care and diligence commensurate with the standard of care of similar professionals performing similar services in Supplier's industry, will be provided in a timely, diligent and efficient and that Supplier personnel assigned to perform the services possess the training, skills, competence and experience necessary to safely and properly perform the services.

5.2 Supplier shall notify Cummins immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

6. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Cummins may, at its sole discretion: (a) reject such Supplies and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out the non-conforming Supplies, rework or repair (or cause to be reworked or repaired) the non-conforming Supplies to render such Supplies conforming, or scrap the non-conforming Supplies and replace such Supplies in a timely manner; (b) rework or repair any such Supplies at Supplier's expense basing charges on Cummins' then hourly rate; (c) cancel the PO, in whole or in part, without charge to Cummins; or (d) promptly re-perform the defective services at no additional cost to Cummins. In the event that a third party is brought in to inspect, sort, rework or

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repair the non-conforming Supplies by Supplier, the third party shall be subject to the reasonable approval by Cummins. Supplier shall be responsible for any additional charges that may be incurred by Cummins in connection with nonconforming Supplies, including but not limited to scrap, rework, repair, engine damage, tear down/re-test expenses, premium freight, assembly disruptions/work stoppage, administrative expenses.

7. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. TERMINATION AND CANCELLATION

8.1 Cummins may terminate this PO or any part thereof if the Supplier commits a breach of any of its obligations under these Conditions and fails to cure such breach within thirty (30) days of written notice from Cummins.

8.2 Cummins may cancel this PO or any part thereof at any time upon written notice to Supplier without liability except for payment to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

8.3 Notwithstanding the foregoing, Cummins may cancel this PO without liability or cancellation charges as a result of an event arising under clause 19.1 (Force Majeure).

9. CHANGES

Cummins may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Cummins within fourteen days of notification of such changes of any proposed differences in price, quality or delivery. Such proposed changes shall be subject to approval by Cummins.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any patents, inventions, designs, copyright and related rights, database rights, trademarks, service marks and trade names (whether registered or unregistered), and rights to apply for registration, proprietary rights in domain names, knowhow and confidential information, applications, extensions and renewals in relation to any of these rights, and all other rights of a similar nature or having an equivalent effect which currently exist anywhere in the world ("Intellectual Property Rights"); and agrees to indemnify and hold harmless Cummins and anyone selling or using any of Cummins' products against all judgments, decrees, costs, and expenses resulting from any alleged infringement of any Intellectual Property Rights, and agrees that Supplier shall, upon request of Cummins and at Supplier's own expense, defend or assist if the defence of any action which

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may be brought against Cummins or those selling or using any of Cummins' products by reason of any such alleged Intellectual Property Rights infringement.

- 10.2 Any Intellectual Property Rights created in the performance of this PO shall be the sole property of Cummins and Supplier shall do all things requested by Cummins to transfer the ownership thereof and to perfect the same.

11. DESIGN AND INFORMATION

It is understood that any article made according to a design specified by Cummins (not previously a standard commercial design of Supplier) will not be furnished by Supplier to any other person, firm, or corporation. It is recognized that Supplier will have access to certain confidential information of Cummins and, therefore, Supplier agrees not to divulge to anyone the confidential information of Cummins, nor use for its own benefit, any such information including drawings or other documentary information of a confidential nature.

12. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. LIABILITY, INDEMNITY AND INSURANCE

- 13.1 Nothing in these Conditions will operate so as to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.
- 13.2 Supplier agrees to indemnify and hold Cummins harmless against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the Supplies or performance of this PO by Supplier, its servants, employees, agents or representatives.
- 13.3 Supplier further agrees to maintain the following levels of insurance and to furnish to Cummins Risk Management Department certificates of insurance for General/Product Liability insurance (\$1,000,000), Property Damage Insurance (\$5,000,000) and Worker Compensation Insurance (as required by statute). Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. Supplier also agrees to furnish Cummins certificates from appropriate governmental agencies and insurance companies, upon request by Cummins, showing that Supplier has adequate Worker's Compensation coverage.
- 13.4 If Supplies involve accounting, legal, medical or other professional services, Supplier must also provide: Professional Liability Insurance (\$1,000,000 per occurrence). If Supplies involve transporting Cummins assets via motor vehicle, the Supplier must also provide: Motor Truck Cargo Insurance (\$300,000 Single Limit). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and environmental cleanup upon Cummins property, the Supplier must also provide: Environmental Impairment Liability Insurance (\$5,000,000 Single Limit).

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13.5 In no event shall Cummins be liable for any indirect, consequential, economic or financial losses or incidental damages, however caused and howsoever arising in any way out of this agreement.

14. ADVERTISING OR USE OF NAME "CUMMINS"

Supplier shall not use or permit the use of the word "Cummins" or any similar word or any trademark of Cummins in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with Cummins.

15. SUPPLIER'S INSOLVENCY

15.1 If an Insolvency Event occurs in relation to the Supplier, or if Cummins reasonably believes Supplier may be unable to complete this PO, Cummins may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Cummins. If Supplier fails to provide written assurance of performance, Cummins may terminate this agreement.

15.2 "Insolvency Event" means:

- i the Supplier becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;
- ii a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Supplier;
- iii an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of the Supplier; or
- iv the Supplier enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally.

16. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable governmental laws, regulations and rules (including any relevant requirement under any EU Directive) applicable to Supplies furnished under this PO, including without limitation the US Foreign Corrupt Practices Act the U.K. Anti-terrorism, Crime and Security Act 2001 or any similar anti-corruption legislation and all US Export Regulations (and any national, EU or United Nations embargoes or restrictions). In this connection, the Supplier further agrees to indemnify, defend and hold Cummins harmless from and against any liability arising from a breach of the same and agrees to defend at its expense any action brought against Cummins.

17. DISPUTE RESOLUTION

17.1 If a dispute under these Conditions arises:

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- i the party claiming that a dispute has arisen must give notice to the other party indicating the nature of the dispute ("Notice of Dispute");
 - ii within 10 days of receipt of the Notice of Dispute, the Sourcing Manager of Cummins and the equivalent authorised representative of the Supplier must meet and attempt to resolve the dispute within 30 days of receipt of the Notice of Dispute;
 - iii if the parties fail to resolve the dispute in accordance with clause 17.1(ii), the EMEA Indirect Purchasing Leader of Cummins and the equivalent authorised representative of the Supplier must meet and attempt to resolve the dispute within 60 days of receipt of the Notice of Dispute; and
 - iv if the parties fail to resolve the dispute in accordance with clause 17.1(iii), the provisions of clause 1.2 will apply.
- 17.2 Communications between the parties during the process set out in clause 17.1, whether oral or in writing, will not be admissible as evidence in any legal process unless in writing and signed by both parties.
- 17.3 Nothing in this clause 17 prevents either party from issuing proceedings where the only relief sought is injunctive or declaratory relief.
18. THIRD PARTY RIGHTS
- 18.1 The Supplier's obligations under these Conditions (including the representations, warranties and undertakings) are given for the benefit of each member of the Cummins Group.
- 18.2 It is intended that a member of the Cummins Group may enforce the benefits conferred on it under these Conditions in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 18.3 The consent of the Cummins Group members is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of these Conditions or any one or more clauses of it.
- 18.4 Except as set out in clause 18.2, a person who is not a party to these Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
19. MISCELLANEOUS
- 19.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, explosion, war, riot, acts of terrorism, acts of God, industrial action (other than of the affected party's own workforce) or Governments. During the Supplier's inability to supply the Supplies, Cummins may, its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.
- 19.2 Severability.

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- i If any provision, or part of a provision, of these Conditions is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of these Conditions, and the legality, validity or enforceability of the remainder of the provisions of these Conditions will not be affected, unless otherwise required by operation of applicable Laws.
 - ii The parties must use all reasonable endeavours to agree within a reasonable time any lawful and reasonable variations to these Conditions which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.
- 19.3 Entire Agreement
 - i These Conditions (including the Purchase Order) constitute the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.
 - ii Each party acknowledges that in entering into these Conditions it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of the other party in relation to the subject matter of these Conditions at any time before its signature (together, "Pre-Contractual Statements"), other than those that are set out expressly in these Conditions.
 - iii Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements but for clause 19.3(ii).
 - iv Nothing in this clause 19.3 will exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 19.4 No partnership: Nothing in these Conditions will (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose, between the parties.
- 19.5 Assignment and subcontracting:
 - i The Supplier will not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions without the prior written consent of Cummins.
 - ii Cummins may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.
- 19.6 Cummins may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Cummins for any reason.

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- 19.7 If requested by Cummins, Supplier agrees to give Cummins or its authorized representatives access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.
- 19.8 Notice. Any notice required to be made hereunder to Cummins shall be made to: Cummins Inc., General Counsel, 500 Jackson Street, Columbus, IN 47202-3005, unless a different address is specified on the face of the PO. Any such notice to the Supplier shall be to the address shown on the face of the PO.
- 19.9 Cummins expects Supplier to actively pursue sourcing of materials and services from minority owned and small disadvantaged businesses. Cummins reserves the right to periodically meet with Supplier's purchasing department to review minority sourcing programs and results.
- 19.10 Supplier agrees to comply with the United States Generally Accepted Accounting Principles, and if requested to by Cummins, Supplier will comply with and assist Cummins as reasonably necessary in its compliance with the requirements of the Sarbanes-Oxley statute and related regulations.

20. CUMMINS POLICIES

Supplier shall acknowledge and comply with the Cummins' Supplier Code of Conduct and all referenced policies and procedures as presented on Cummins' website which are also incorporated by reference and can be accessed at <http://supplier.cummins.com>; including but not limited to:

- i the Cummins Environmental Policy and to the procedural requirements associated with the Cummins Environmental Management System. The Supplier shall ensure it has an understanding of its obligations under the Cummins Environmental Management System and assumes responsibility for the consequences of departing from specified procedures. To obtain further information, contact the site Environmental Manager;
- ii the Cummins Supplier Handbook;
- iii the Cummins Green Supply Chain Principles;
- iv Restriction of Prohibited materials;
- v Government Requirements; and
- vi Human Rights Policy.

21. ADMINISTRATIVE

- i Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips.
- ii All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

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- iii Material shipped from other than Supplier's stock must plainly show Cummins PO number and Supplier's name on packing slips and shipping tags.
- iv Mexican and Canadian suppliers of goods who provide greater than \$100,000 per year to Cummins, must provide a NAFTA certificate to Cummins Inc. Manager International Materials and Logistics, Mail code 60216, Box 3005, Columbus IN 47202-3005
- v This PO is deemed closed upon receipt of the Supplies or services described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO shall survive.

Effective 1 January 2021

UK specific:

Addendum to Purchase Order Terms and Conditions

In this Addendum:

"**affiliate**" means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party at the date of this agreement;

"**company**" means any body corporate; and

"**subsidiary**" or "**holding company**" will be construed in accordance with section 1159 of the Companies Act 2006.

Where the PO is issued by a UK subsidiary or affiliate of Cummins to a Supplier located outside the U.S, the Purchase Order Terms and Conditions shall be amended as follows.

- A. Clause 1.2: the laws of England and Wales shall replace the laws of the State of Indiana, and any dispute shall be adjudicated in the courts of England and Wales.
- B. Clause 3.1: after "shown on the face of this PO" add "shall include taxes (excluding VAT) and"
- C. "**VAT**": the value added tax payable in accordance with the Value Added Tax Act 1994.
- D. In Clause 4.1: Delivery shall be FCA Supplier's Facility (as defined in Incoterms 2020), and title to Supplies shall pass to Cummins on delivery.
- E. Clauses 13.2, 13.3 and 13.4: the indemnity and requirements for the Supplier to maintain insurance shall be replaced by the following:

"Supplier agrees to indemnify and protect Cummins against all liabilities, claims, losses, costs, expenses or demands growing out of (a) any breach by the Supplier of the terms and conditions set forth in this PO, (b) any product recalls, or (c) any actual or alleged

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death or injury to any person or damage to any property or any other damage or loss, by whomever suffered, which results in whole or in part from the Supplies or performance of this PO by Supplier, its servants, employees, agents or representatives.

Supplier further agrees to maintain or cause to be maintained the following levels of insurance with a reputable insurance company with insurers authorised to operate in the jurisdiction, certificates of insurance for (a) General/Product Liability insurance (with a limit of no less than £5,000,000 each and every occurrence); (b) Property Damage Insurance (with a limit of no less than £5,000,000); (c) employers' liability insurance (with a limit of no less than £1,000,000 Each Accident, Disease–Each Employee, Disease–Policy Limit); and (d) if the Supplier or its employees will operate a motor vehicle in performance of the work, automobile/motor liability insurance covering bodily injury and property damage with limits as required by law. Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. These policies must be primary and non-contributory with any other insurance available to Cummins (to the extent of Supplier's negligence) and contain a waiver of subrogation in favour of Cummins and its affiliated companies and their employees, officers and directors (except to the extent of gross negligence of Cummins). Insurance required by (a), (b) and (d) above shall schedule Cummins and its affiliates companies as an additional insured or on an indemnity to principals clause (NOT a co-insured) to the extent of Supplier's negligence under each of the above policies, except employers liability Supplier shall also carry umbrella/excess liability insurance that schedules the insurance required by (a), (c) and (d) above as underlying insurance and with limits as follows:

- For contracts with an annual value up to £2M – no less than £2,000,000;
- Contracts with an annual value from £2M-5M – no less than £5,000,000;
- Contracts with an annual value from £5M-10M – no less than £10,000,000; or
- Contracts with an annual value over £10M – with limits of not less than £25,000,000.

If Supplies involve accounting, legal, medical or other professional services, Supplier must also provide: Professional Liability Insurance (with a limit of no less than £5,000,000 per occurrence). If Supplies involve transporting Cummins assets via motor vehicle, the Supplier must also provide: cargo/transit liability insurance (with a limit of no less than £1,000,000). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and environmental clean-up upon Cummins property, the Supplier must also provide: Environmental Impairment Liability Insurance (£5,000,000 Single Limit). Cummins and its affiliated companies shall be additional insured on these policies.

The Supplier will, prior to contract inception, work commencement and/or entry upon Buyer' premises, deliver Certificates of Insurance confirming the above listed minimum insurance requirements to: contractor_prequalification@cummins.com. Certificates of Insurance must be sent electronically – do not mail by post. Supplier shall require any of its sub-contractors to carry commercially reasonable types and levels of insurance with the same provisions for Indemnity to Principals and waiver of subrogation in accordance with the requirements set out herein. Supplier shall be responsible for any damage or loss suffered by Buyer as a result of non-compliance by Supplier or any sub-contractor with

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this Section. Supplier shall waive and cause its insurers under the above policies to waive for the benefit of Cummins any right of recovery or subrogation which the insurer may have or acquire against Buyer or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies.”

- E. Clause 19.7: the address for delivery of any notice shall be the Company Secretary, Cummins Ltd., 3rd Floor, 10 Eastbourne Terrace, Paddington, London, W2 6LG.
- F. Add a new clause 22 re the Contractors Manual

Where the Supplies include services to be carried out on a Cummins site, the Supplier’s attention is drawn to the Cummins Contractors Manual a copy of which should be obtained from Cummins prior to commencing work or can be obtained here:

<https://public.cummins.com/sites/CSP/SiteCollectionDocuments/Safety/Cummins%20Safety%20System%20Contractor%20Manual.pdf>

- G. Add a new Clause 23: Acquired Rights Directive:

To the extent that the Acquired Rights Directive 77/187 (as amended by Directive 8221/00 and any further amendments or any re-enactment) (the “ARD”) and any national law giving effect to the ARD transfers or could transfer or is alleged to transfer to Cummins, or to any incoming service provider who replaces Supplier, the contract of employment (including without limitation any associated liabilities and pension obligations) or liability in respect of the termination of the contract of employment of any person employed or engaged or formerly employed or engaged by the Supplier or any subcontractor engaged by the Supplier (each an “Employee”), Supplier indemnifies Cummins and/or an incoming service provider in respect of all claims, losses, demands, actions, proceedings and any award, compensation, damages, fine, order, penalty, disbursement, payment made by way of settlement, costs and expenses or otherwise arising from or in connection with such transfer or potential transfer or alleged transfer, including but not limited to any claim or demand made or brought by or on behalf of any Employee or submitted on their behalf by a trade union or employee representative or otherwise on the grounds that (i) their employment and/or any liabilities in connection with that employment, its termination or cessation (howsoever and whensoever arising) have or should have transferred to Cummins or an incoming supplier pursuant to the ARD, and/or (ii) there has been a failure in whole or in part to inform and/or consult under the ARD on the part of Cummins, the incoming supplier or the Supplier in connection with any relevant transfer under the ARD. Supplier shall co-operate with and provide information concerning the Employees engaged in the provision of the services to Cummins and any incoming service provider promptly upon request in advance of and during the transition of the services. Where the requirements of national law(s) require the execution of further documentation to give effect to this Section, the Supplier agrees to execute such documents promptly.

Notwithstanding any provision to the contrary in these Purchase Order Terms and Conditions, for the purposes of this Clause 22 and in accordance with the Contracts (Rights of Third Parties) Act 1999 any incoming service provider shall be entitled to enforce the benefits conferred on it by this Clause 22. The consent of the incoming service provider shall not be required for the variation or termination of this Clause 22 even if that variation or termination affect or will affect the benefits conferred on the incoming service provider.

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H. Add a new Clause 24: Data Protection:

In respect of the processing of personal data carried out by or on behalf of the Supplier under or otherwise in connection with these Terms and Conditions, the Supplier agrees to comply with the terms of the Data Protection Processor Agreement (“**DPA**”) into which the parties have entered separately and which forms part of these Terms and Conditions. The terms used in this clause shall be interpreted in accordance with: (i) Regulation (EU) 2016/679 (“**GDPR**”); or (ii) Regulation (EU) 2016/679 as amended by any legislation arising out of the withdrawal of the UK from the European Union (“**UK GDPR**”), in each case as applicable to the processing activities.

I. Add a new clause 25: Compliance :

25.1 The Supplier undertakes to comply with all rules and provide all information reasonably necessary to allow Cummins to comply with its obligations in respect of the UK plastics packaging tax imposed by the UK Finance Act 2021.

25.2 The Supplier represents and warrants to Cummins that it shall comply with laws and regulations applicable to modern slavery and human trafficking and not authorise, approve, facilitate or engage in conduct constituting modern slavery and human trafficking, and will take all reasonable measures to identify and mitigate these risks in its supply chain, including but not limited to cascading similar covenants to its own suppliers and verifying its own suppliers’ adherence to such covenants.

J. Add a new clause 26: Cyber Security:

With respect to any electric or digital Supplies or Supplies otherwise providing, enabling or having capacity to provide or enable connectivity, in any form:

Supplier is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Supplies.

In the event Supplier becomes aware of any actual or reasonably suspected any unauthorized access, control or use of, loss of access to or other interference with the Supplies or any an electronic component or product in which the Supplies are embedded) (“**Cybersecurity Incident**”), Supplier shall notify Cummins without undue delay upon discovering the **Cybersecurity Incident** and in no case later than forty-eight (48) hours after Supplier becomes aware of such **Cybersecurity Incident**.

THE FOLLOWING COMMUNICATION IS NOT A PART OF THE PURCHASE ORDER TERMS AND CONDITIONS To: Suppliers who provide indirect products and services to Cummins, receiving Purchase Orders (PO’s) which start with the prefix “**IND**”.

Cummins is committed to working with our suppliers to help achieve on-time, accurate payment. Please use the information provided here as your guide to preparing invoices to ensure that your invoice is paid within negotiated payment terms.

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IMPROVEMENTS IN THE PROCURE TO PAY PROCESS:

- Cummins is in the process of deploying an initiative entitled Indirect Payment Authorization (IPA Global), which will automate and improve the process of invoice validation for indirect purchases.
- This process has been implemented for US, Mexico, UK, China, Canada, South Africa, Korea, Japan, France, Turkey Germany and Singapore.
- Cummins is increasing the stringency of the validations between the invoice and the PO, taking into consideration elements such as currency, unit price, and line structure (ex., multiple PO lines may not be consolidated into one invoice line.)
- In addition, we will expand the ability to change the PO prior to invoicing, including unit price increases and new PO line additions.
- Cummins uses the Ariba Network to receive invoices electronically, as well as provide visibility to suppliers for invoice status.

SUPPLIER RESPONSIBILITIES:

Ensure that the Purchase Order (PO) & Invoice match exactly:

- Verify that all line items on the PO and invoice match exactly with regards to item description, unit of measure and quantity, unit price; currency and supplier part number (if applicable).
- If there are any discrepancies or changes, communicate with the requisitioner (identified on the PO) prior to invoicing to determine whether the PO should be corrected or the invoice changed to match the PO. The requisitioner name and phone number is listed on your PO under the “Contact” section.

Inconsistencies will result in the return of the invoice and/or the delay of payment.

Submit a Complete and Accurate Invoice:

- The Cummins issued PO number beginning with the “IND” prefix MUST be included on the invoice.
- Invoices should state the part number and/or a description of services provided over a certain duration, as well as the PO number.
- The invoice must contain invoice lines which match the PO. No positive and negative line amounts may be included on the same invoice. Credits or adjustments for returned goods or services must be issued in the form of a credit memo.

CUMMINS [UK] PURCHASE ORDER TERMS AND CONDITIONS (INDIRECT)

- The invoice must also contain your company name and remittance details. Your supplier name must be the same as the name referred to on the PO. Inform the requisitioner or Indirect Purchasing sourcing manager of any changes to your supplier information, including supplier name or remittance address.

Send Invoice to the Proper Location:

- To avoid delayed payment, you must submit electronic invoices through the Ariba Network or the Cummins Value Added Network (VAN) in the approved EDI format OR submit manual (paper) invoices by mail directly to the “bill-to” address on the PO.
- Although you may (if requested) send a copy of the invoice to the requisitioner, you must send your original invoice to the bill-to address or the invoice will not be processed.

Rejected Invoices:

- Invoices may be rejected if one or more of the stated requirements are not met. The invoice will be returned without processing if there is no PO number on the invoice, if the PO is invalid or closed, or if the supplier name on the invoice does not match the supplier name on the PO. Incorrect information such as currency or pricing could cause a delay or a rejection.
- You should promptly correct the issue and re-send the invoice (using the same invoice number.)

For information about Frequently Asked Supplier Questions (FAQ's) and other helpful supplier related information access the Cummins Supplier Portal (supplier.Cummins.com)

Invoice status:

Cummins provides real time invoice payment status using the Supplier Portfolio application. This feature is available for most invoices that are paid from one of Cummins' regional Accounts Payable departments in US, Europe, Mexico, Brazil, Belgium, Australia India, China, Singapore and parts of Africa Contact supplier.portfolio@cummins.com to request access to this application

Alternatively, you can contact the following regional Accounts Payable Departments:

US: 1-877-377-4357 to contact the CBS Finance Call Center

UK: +44 1642 412801 / 412801 to contact the CBS Accounts Payable Helpdesk

Additional contact information can be found on the Cummins Supplier Portal (supplier.Cummins.com)
