

ADDENDUM TO
KNOWLES
PURCHASE ORDER TERMS AND CONDITIONS

(UNITED KINGDOM)

1. **Introduction.** This Addendum to Purchase Order Terms and Conditions (the “Addendum”) supplements the Knowles Purchase Order Terms and Conditions (the “Conditions”). Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

2. **Additional Terms.** The following terms are deemed to be included in the Terms:

10.1. **Limitation of liability.** Nothing in these Conditions shall limit or exclude either party’s liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession) and; (iv) breach of Section 2 of the Consumer Protection Act 1987

14.8 **UK Bribery Act.** SUPPLIER shall not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. SUPPLIER shall also promptly report to CUSTOMER any request or demand for any undue financial or other advantage of any kind received by SUPPLIER in connection with performance of the Conditions. SUPPLIER shall also immediately notify CUSTOMER if a foreign public official becomes an officer or employee of SUPPLIER or acquires a direct or indirect interest in SUPPLIER, and SUPPLIER warrants that it has no domestic or foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement.

14.9 **UK Anti-Corruption Procedures.** SUPPLIER shall have and maintain at all times its own policies and procedures, including but not limited to adequate procedures under the UK Bribery Act 2010, to ensure compliance with all applicable anti-compliance laws and regulations and Section 14.8 and will enforce them where appropriate. SUPPLIER shall also annually certify to CUSTOMER in writing signed by an officer of SUPPLIER, compliance with Section 14 by SUPPLIER and all persons associated with it and all other persons for whom SUPPLIER is responsible. SUPPLIER shall provide such supporting evidence of compliance as CUSTOMER may reasonably request. SUPPLIER shall ensure that any person associated with SUPPLIER who is performing Services or providing Products in connection with these Conditions does so only on the basis of a written agreement which imposes on and secures from such person terms equivalent to those imposed on SUPPLIER in this Section 14 (“Relevant Terms”). SUPPLIER shall in all circumstances be responsible for the observance and performance of such persons of the Relevant Terms, and shall in all circumstances be directly liable to CUSTOMER for any breach by such persons of the Relevant Terms. For the purposes of this Addendum, the meaning in Section 14 of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the UK Bribery Act and a person associated with the SUPPLIER includes but is not limited to any subcontractor of SUPPLIER.