

HIMA - APAC Region

General Terms and Conditions of Purchase

(Edition February 2022)

1.0 SCOPE

- 1.1 HIMA S.E.A. Sdn. Bhd. (Company No. 258264-X) , HIMA Asia Pacific Pte Ltd (UEN No: 201133273C) or HIMA Australia Pty Ltd (ABN 13 105 173 831) (hereinafter referred to as "HIMA" or "Purchaser") concludes a contract with the Supplier based on the purchase order and on these General Terms and Conditions of Purchase. Any of the Supplier's terms and conditions deviating from these conditions and not corresponding to these Conditions are excluded and shall not be accepted by the Purchaser and shall only become part of the Contract upon express agreement.
- 1.2 A **"Purchase Order"** is an order for the supply of Goods and/or Services placed by the Purchaser
- 1.3 A **"Contract"** means the agreement for the purchase and sale of Goods and/or supply of Services, howsoever formed or concluded, whether pursuant to an order of the Purchaser or a quotation of the Supplier or otherwise, to which these Conditions apply
- 1.4 Should the Supplier not agree with these Terms and Conditions of Purchase, the Supplier shall notify the Purchaser immediately. Should the parties fail to reach an agreement, and the Supplier provides goods to the Purchaser, clause 1.1 above will apply notwithstanding any rejection of these Terms and Conditions of Purchase by the Supplier and/or any attempt to incorporate any other terms to the Contract.
- 1.5 No variation to the Contract or these Terms and Conditions of Purchase shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Supplier.
- 1.6 These Terms and Conditions of Purchase shall also apply to work and services provided under a work contract unless otherwise provided.

2.0 DELIVERY DATES

- 2.1 The Supplier acknowledges and agrees that the Supplier's compliance with the agreed delivery dates set out in the Contract ("Agreed Delivery Date") constitutes one of the Supplier's substantive obligations under the Contract. Both Supplier and Purchaser acknowledge and agree that time for delivery shall be of the essence. The Supplier shall not send any delivery items by express or air freight unless specifically agreed if the Supplier does not assume the costs for such freight.
- 2.2 Should the Supplier become aware that it is unable to fulfil its obligations under the Contract completely or in part or by the Agreed Delivery Date, the Supplier shall notify the Purchaser immediately in writing of such delay, specifying the reasons and the expected duration of such delay.
- 2.3 Should the Supplier fails to deliver any item within the Contract by the Agreed Delivery Date, the Purchaser shall be entitled to charge liquidated damages of 1 % (one per cent) of the total contractual amount as set out in the Contract for each week or part thereof of the delay from the Agreed Delivery Date, subject to a limit of 5% (five per cent) of the total contractual amount (the "Liquidated Damages").

- 2.4 If any item is not delivered by the Agreed Delivery Date, the Purchaser may (but shall not be obliged to) grant an extension to the Supplier for the time of delivery, without prejudice to its rights to claim for Liquidated Damages in respect of the delay. Should the Supplier fail to deliver the items by the Agreed Delivery Date or the extended delivery date as the case may be (i.e., the date of delivery set by the Purchaser in providing an extension to the Agreed Delivery Date), the Purchaser shall further be entitled to withdraw from the Contract entirely and/or claim damages for non-performance. In any case, the Liquidated Damages shall be payable in the manner set out above.

3.0 PRICES AND PAYMENT

- 3.1 Unless otherwise agreed, the Supplier shall deliver the goods DDP (ICC Incoterms 2010) at the agreed forwarding address.
- 3.2 The prices shall be as stated in the Contract and, unless stated otherwise, shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to (or the provision of the services) the address specified and any sales, use, excise, value-added, business, and other taxes, duties, imposts or levies.
- 3.3 The Supplier shall bear exclusive responsibility for discharge of any tax liabilities arising out of the Contract including those imposed by the tax authorities. The Purchaser shall be permitted and entitled to withhold or deduct from any sums payable to the Supplier any withholding taxes or deductions as may be required, in compliance with applicable laws or regulations.
- 3.4 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Purchaser in writing.
- 3.5 "GST" refers to "tax" as defined in the Singapore Goods and Service Tax Act 2005 (Chapter 117A) for Country of Singapore or within the meaning of A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act") for the Country of Australia.
- 3.6 "SST" means any tax, levy, charge, or impost implemented under Sales Tax Act 2018 and Service Tax Act 2018 or the any Act of the Parliament of Malaysia substantially in the form of, or which has a similar effect to the Acts.
- 3.7 If GST is imposed upon any supply made by the Supplier under a Contract, then:
 - (a) the Supplier will provide the Purchaser with its tax file number, ABN, and any information required for any GST; (applicable for Australia only)
 - (b) the Supplier will provide the Purchaser with its UEN number, and any information required for any GST (applicable for Singapore only);
 - (c) GST will be added to the price payable by the Purchaser at the rate applicable at the time of supply; and
 - (d) the Supplier will provide a valid tax invoice to the Purchaser.



3.8 If index-linked prices have been expressly agreed upon, only such price shall have to be paid by the Purchaser in the event of delays as the Purchaser would have had to pay as at the Agreed Delivery Date. Furthermore, payment of the purchase price shall be deemed to be initiated as it is covered by a down payment.

3.9 Unless otherwise agreed, payment shall be made either within fourteen (14) days less three percent (3%) discount or thirty (30) days net, from the day :

- (a) the Purchaser's receiving a correct and verifiable invoice; and
- (b) the delivery of all goods and/or provision of all services ordered in the relevant purchase order.

3.10 Upon the Purchaser's request, the Supplier shall pick up the entire packaging material or parts thereof on site or at the forwarding address free of charge for the Purchaser.

4.0 TITLE AND RISK

4.1 Risk of damage to or loss of the Goods shall pass to the Purchaser in accordance with *Incoterms 2010* in Clause 3.1:

4.2 The Supplier, at The Supplier cost, shall procure and maintain insurance against the Purchaser's risk of loss of or damage to the goods in transit during the carriage and delivery to the Purchaser's goods receipt at the agreed forwarding address.

5.0 DESIGN, ENVIRONMENTAL PROTECTION, SAFETY, HEALTH PROTECTION AND QUALITY

5.1 The goods delivered shall meet the agreed specifications and comply with the generally accepted technical rules and the applicable legal and governmental regulations and observe the Purchaser's operational regulations and provisions.

5.2 To the extent applicable, the Supplier shall have a quality assurance system in place, e.g., according to ISO 9001. The Purchaser shall be entitled to verify the Supplier's system upon arrangement.

5.3 In the event the Supplier supplies substances which are hazardous chemicals or dangerous substances pursuant to the Globally Harmonized System of Classification and Labelling of Chemicals or any applicable international and either Singapore , Malaysian or the Australian statutory provisions, guidelines, codes, and directives, the Supplier shall be obliged to automatically supply the pertinent Safety Data Sheet prior to the delivery of the goods.

5.4 The Supplier undertakes to observe banned substances and restrictions as well as notification and other obligations in accordance with the Globally Harmonized System of Classification and Labelling of Chemicals and any applicable International and local statutory provisions, guidelines, codes, and directives. The Supplier shall be liable for any violation of clause 5 and shall indemnify the Purchaser upon initial request against any claims as well as compensate any damages that are generated directly or indirectly from the violation of clause 5.

5.5 The use of carcinogenic materials or substances by the Supplier shall be prohibited.

5.6 For the products to be supplied to the Purchaser, the Supplier shall constantly observe the state of the art of technology and the Supplier shall notify the Purchaser of possibilities of improvement and technical changes.

5.7 Should the Supplier, in the performance of the Contract, supply its goods to or provide its services partly or entirely on the Purchaser's site, the Supplier shall comply with all applicable

requirements of the Globally Harmonized System of Classification and Labelling of Chemicals, HIMA's Health, Safety and Environment (HSE) Guidelines, local statutory provisions, guidelines, codes, and directives.

6.0 SAMPLES, DRAWINGS, MODELS AND OPERATION MANUAL

6.1 Parts manufactured to the Purchaser's specifications and drawings shall exclusively be supplied to the Purchaser. This shall also apply notwithstanding that:

- (a) the Supplier procured tools, models and other objects at its own expense;
- (b) parts are not accepted because of defects;
- (c) no further purchase or other orders are placed.

The Purchaser reserves all property and protective rights for all samples, drawings and documents in relation to parts manufactured to the Purchaser's specifications (regardless of whether such samples, drawings and/or documents were provided by the Purchaser or the Supplier) and the Supplier shall not make these samples, drawings or any documents available to third parties. The Supplier shall return such samples, drawings and documents to the Purchaser immediately upon the Supplier's processing of enquiries and purchase orders.

6.2 The Supplier shall be obliged to supply, jointly with the goods, an operation manual for such parts manufactured to the Purchaser's specifications in the English language. The Purchaser shall be entitled to incorporate the Supplier's manual into its own manual for the overall system with or without referring to the Supplier. The Supplier shall transfer all copyright in the operation manual to the Purchaser. In the event this is not possible, the Supplier shall grant the Purchaser an exclusive, royalty free license to use and to reproduce the content of the operation manual.

6.3 With respect to other deliveries of goods (i.e., which are not parts manufactured to the Purchaser's specifications) the Supplier shall supply, jointly with the goods, an operation manual in the English language. The Supplier shall not be entitled to receive additional compensation for such manuals.

7.0 INSURANCE

7.1 The Supplier shall maintain and cause its agents, suppliers and subcontractors to maintain the following insurance coverage at its own expense:

- (a) Worker's compensation of an amount equal to the one provided for by statutory limits;
- (b) Employer's liability of an amount of at least the equivalent of Euro 1,000,000.00 (one million) per case and employee;
- (c) Public and Products Liability of an amount of at least the equivalent of Euro 1,000,000.00 (one million) per case and year;
- (d) Automobile liability insurance (if applicable) for risks of loss or damage to owned, non-owned or hired vehicles of an amount equal to the one provided for by statutory limits;
- (e) Professional Indemnity (if applicable) of an amount of at least the equivalent of Euro 1,000,000.00 (one million) per case and year.

7.2 Evidence of the amount of insurance coverage for each occurrence of damage is to be provided to the Purchaser upon request.



8.0 INDUSTRIAL PROPERTY RIGHTS

- 8.1 The Supplier shall be liable for ensuring that the Supplier's delivery items and/or services and the Purchaser's use thereof according to the Contract do not infringe any patents, copyrights or any other property rights. Irrespective of any other legal claim, the Supplier shall indemnify the Purchaser in such a way that the Supplier shall support the Purchaser in case of in-and-out of court disputes with the holder of a patent or the holder of a property right, reimburse any costs (including legal costs on an indemnity basis) incurred to the Purchaser and indemnify the Supplier against any damage claims awarded to the holder of the property right.
- 8.2 The Supplier shall grant the Purchaser for an indefinite period of time the non-exclusive, transferable, world-wide right to make use of the delivery items and/or services including the associated documentation, to integrate them into other products and to sell them world-wide.

9.0 CONFIDENTIALITY

- 9.1 **"Confidential Information"** means all commercial or technical information, know-how, specifications, inventions, processes or initiatives and any other information concerning the business, products, and services in any form or medium whether disclosed orally or in writing before or after the date of the Contract which is identified by any means as confidential at the time of such disclosure and/or would reasonably be considered to be confidential.
- 9.2 The Supplier will keep, and will procure to be kept, secret and confidential all Confidential Information disclosed by either party because of the relationship of the parties under the Contract, which either party will not disclose to any third parties unless required for the proper performance of the Contract (subject to Condition 9.3 or with the prior written consent of the Purchaser).
- 9.3 The obligations of confidentiality will not extend to any information if the Supplier can show that it:
- 9.3.1. was in the public domain ; or
 - 9.3.2. was in its written records prior to entering into the Contract; or
 - 9.3.3. was independently disclosed to it by a third party entitled to disclose the same; or
 - 9.3.4. was required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 9.4 The Confidential Information may only be made available to those of the Supplier's employees, affiliates, agents, and subcontractors who need to know it to fulfil the Contract and who are under respective confidentiality obligations.

10.0 WARRANTY

- 10.1 The Supplier shall warrant for the period stated in clause 10.2 that the goods delivered by the Supplier have the guaranteed quality and shall be free of any defects affecting their use or the Purchaser's operations. Should the goods supplied does not meet the requirements stated under Clause 5 upon passing of the risk, this shall also be deemed to be a defect. The same conditions shall apply for the performance of construction and assembly works.

- 10.2 Unless otherwise agreed in writing, the warranty period shall be twenty (24) months from the date that the Purchaser puts the equipment into operation or first use of the goods supplied, and to a maximum of thirty (30) months following the date of passing of risk from the Supplier to the Purchaser.
- 10.3 The Purchaser may, at its discretion, request removal of the defect or supply of a replacement free of defects. In case the Supplier supplies a replacement, the full warranty period as stated under clause 10.2 shall be renewed for the goods replaced. In all other respects, the legal provisions for warranty claims shall apply.
- 10.4 The Supplier shall waive objection to a notice of defects not made in due time up to the date the goods delivered are put into operation or used for the first time. The Purchaser shall not be obliged to submit a notice of defects in due time before such date.
- 10.5 The Purchaser shall be entitled to remedy defects itself, have defects remedied by third parties or otherwise procure replacement at the Supplier's expense if the Supplier refuses to fulfil its warranty obligations or fails to fulfil its warranty obligations within a reasonable period of time not exceeding ten (10) days from the date the notice of defects is sent to the Supplier.
- 10.6 The Supplier shall indemnify the Purchaser against any costs incurred by the Purchaser arising from damage caused by the goods supplied due to which claims are made against the Purchaser and whose cause lies in the Supplier's responsibility.

11.0 TRACEABILITY

- 11.1 The Supplier shall be obliged to label the delivery items, or, if this is impossible or inexpedient, shall take other appropriate measures to ensure that, in the event of faulty delivery items, the Supplier can immediately determine which further deliveries or delivery items might be affected as well.
- 11.2 In the event that the Supplier obtains knowledge of product restrictions, the Supplier shall actively determine and inform the Buyer (regardless of whether the Supplier is of the view that the product restriction affects the Purchaser) so that the Purchaser may arrange for systematic inspections of the delivery items or products received from the Supplier.
- 11.3 The Supplier confirms the application of the provisions regarding the identification and traceability in Clause 8.5.2 of the ISO 9001:2015, or any other set of rules that is similarly comprehensive.

12.0 CANCELLATION AND CHANGES

- 12.1 Once order has been accepted, the Purchase Order may only be cancelled, postponed, or varied with the Purchaser's prior written consent.
- 12.2 The Purchaser reserves the right to cancel the Purchaser Order at any time prior to delivery of the Goods or performance of the Services by giving the Supplier written notice to this effect. Any advance payment made by the Purchaser shall be refundable at the time of cancellation unless proven irrecoverable cost incurred by the Supplier for the fulfilment of the Purchaser's Order. The Purchaser will have no liability whatsoever to the Supplier as a consequence of cancelling the Purchase Order.
- 12.3. The Purchaser may at any time make changes in writing relating to the Purchase Order, including changes to the specification, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract a fair adjustment will be made to the price, delivery Date, or both. Any such adjustment must be approved by Purchaser in writing before the Supplier proceeds with such changes



13.0 INTELLECTUAL PROPERTY RIGHTS

- 13.1 "IPR" means all rights in and to all technology, techniques, application to register any of the rights, know-how, confidential information, patents, copyrights, designs, trade names, inventions, trademarks, discoveries and any other intellectual or industrial property right of any nature whatsoever subsisting in any part of the world.
- 13.2 All IPR belonging to a party prior to entry into the Contract shall remain vested in that party. Nothing in the Contract is intended to transfer any IPR from either party to the other.
- 13.3 The Supplier grants the Purchaser a royalty free, non-exclusive, non-transferable, perpetual, irrevocable license to use all Intellectual Property Rights associated with the performance of Contract and use, copy, and modify the Goods, Services and/or Deliverables for the purpose of receiving and using the Goods, Services and/or the Deliverables and maintaining, repairing, extending, improving, or selling them.

14.0 LIABILITY AND INDEMNIFICATION

- 14.1. The Supplier will indemnify in full and on demand the Purchaser against all liabilities, damages, losses (including economical loss such as loss of profit, loss of future revenue, loss of reputation and/or goodwill and loss of anticipated savings), costs and expenses (including reasonable legal and other professional advisers' fees), suffered or incurred by the Purchaser and/ or its affiliates arising out of in connection with :
- 14.1.1. any claim by a third party that the supply and/or use of the Goods and/or Services and/or Deliverables infringe the IPR of that third party; and/or
- 14.1.2. loss of or damage to the property of the Purchaser or a third party or the death, illness, or injury to a third party to the extent caused by the wrongful or negligent act or omission of the Supplier, its employees, agents, or subcontractors; and/or
- 14.1.3. the Supplier's breach of Conditions 9 (Confidentiality), 21 (Data Protection), or 15 (Code of Conduct).
- 14.2. Nothing in these Terms and Conditions will operate to exclude or restrict the liability of any party:
- (i) for death or personal injury resulting from its negligence; or
- (ii) for its fraud; or
- (iii) for any matter for which it is not permitted by law to exclude or limit, or attempt to exclude or limit, its liability.
- 14.3. Each indemnity in the Contract is a continuing obligation separate and independent from other obligations and survives expiry or termination
- 14.4. Notwithstanding any other provision to the contrary in any other documents, the Supplier's maximum and cumulative total liability (including any liability for acts and omissions of its employees agents and sub-contractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under or in connection with the contract, shall not exceed the total of the order value, but to a maximum amount of 1.000,000 EUR (one million EUROS) in total.
- 14.5 The foregoing exclusion or limitations of liability shall not apply over conflicting mandatory law such as the product liability act or

in cases of gross negligence or wilful misconduct of seller or loss of life, bodily injury or damage to the health of a person or loss of contract.

15.0 CODE OF CONDUCT

- 15.1 The Supplier shall be obliged to comply with the respective applicable regulations under the laws. Within the scope of its entrepreneurial responsibility, the Supplier declares in particular that, in its production of and/or commerce with the delivery items or in its provision of services, it complies with the respective legal norms, respects its employees' fundamental rights and does not tolerate child labour or compulsory labour.
- 15.2 The Supplier affirms that it does not tolerate any kind of corruption or bribery or engage in corruption and bribery in any way.
- 15.3 In this respect, the Supplier undertakes to comply with the contents of the applicable code of conduct issued by ZVEI (German Central Association of the Electro-Technical and Electronics Industry) or to apply a code of conduct that is similarly comprehensive.
- 15.4 Should the Supplier culpably violate its obligations under this clause, the Purchaser reserves the right to withdraw from existing Contracts or terminate such Contracts without prior notice.

16.0 ASSIGNMENT

- 16.1 The Supplier shall not assign and/or transfer any of its rights and obligations under this Contract without the Purchaser's prior written consent. Should the Purchaser give its consent, the Supplier shall remain jointly and severally liable.
- 16.2 The Supplier may not assign its receivables from the Purchaser.

17.0 SUBCONTRACTORS

- 17.1 The Supplier's use of subcontractors for the performance of the Contract shall be subject to the Purchaser's prior written consent. The Supplier shall ensure its subcontractors' compliance with the law. The Supplier shall also ensure that its subcontractors comply with all such provisions in the Contract and these General Terms and Conditions of Purchase which the Supplier is required to comply with.
- 17.2 The Supplier shall not be relieved from any obligations under this Contract by entering into the Sub-Contract. The Supplier shall comply and fulfill all its obligations under the Sub-Contract and undertakes to be fully responsible to the Purchaser for any acts, defaults and omissions of any of the Subcontractors, and persons either directly or indirectly employed by Subcontractors to the same extent as it is for the acts and omissions of persons directly or indirectly employed by the Supplier.
- 17.3 The Supplier shall be responsible for and shall pay at its own expense when due and payable all taxes assessed against it and this shall not be reimbursed by the Purchaser. This includes any taxes assessed or levied by the tax authority or any other tax authority on the Subcontractor for the payment made by the Supplier to the Subcontractor in connection with this Contract. This would also include any taxes levied on account of wages, salaries or other benefits paid to or enjoyed by employees of the Subcontractor
- 17.4 No Subcontract shall bind or purport to bind the Purchaser. The Supplier shall hold harmless and indemnify the Purchaser from and against any action, damage, claim and/or demand whatsoever by any of the Subcontractor.



18.0 TERMINATION

18.1 The Purchaser may terminate the Contract immediately and without compensation to the Supplier by giving the Supplier notice to that effect if at any time under the following circumstances:

- (a) the Supplier commits a material or persistent breach of the Contract. A breach by the Supplier of any terms of the Contract regarding Delivery Date or compliance with ordered quantities, weights, volumes, or Specifications will (whether or not Purchaser has accepted the Goods or Services or any part of them, and irrespective of whether ownership in the Goods has passed to Purchaser) constitute a material breach; or
- (b) the Supplier becomes insolvent or bankrupt, makes an involuntary arrangement with its creditors during liquidation process, enters into administration or go into liquidation, or a receiver or other security holder is appointed over all of any part of the Supplier's assets or undertakings; or
- (d) the Supplier fails to comply with its obligations under Clause 5.0 (Design, Environment Protection, Safety, Health Protection and Quality), Clause 9.0 (Confidentiality), Clause 15.0 (Code of Conduct) or Clause 20.0 (Data Protection)

18.2 In the event of any termination, the Purchaser shall not incur any liability whatsoever and the Supplier shall not have any rights to damages or indemnification of any nature against the Purchaser and hereby expressly waives any such claims. THE PURCHASER SHALL NOT BE LIABLE FOR PRODUCTION LOSSES, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL OR ANY OTHER DAMAGES UNDER THESE TERMS OR FROM ANY CAUSE WHATSOEVER.

19.0 FORCE MAJEURE

19.1 The Purchaser shall not be liable to the Supplier or be deemed to be in breach of the Contract by reason of any delay in receiving the Goods or mobilizing the service if the delay or failure was caused wholly or partly by a Force Majeure Event.

19.2 A "Force Majeure Event" means

- 19.2.1 Act of God, explosion, flood, tempest, fire, pandemic, epidemic, bad weather conditions or accident;
- 19.2.2 War or threat of war, sabotage, insurrection, civil disturbance, or requisition;
- 19.2.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, or local authority, including Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle (BAFA)) in Eschborn, Germany.
- 19.2.4 Import or export regulations or embargoes;
- 19.2.5 Interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
- 19.2.6 Interruption of production or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
- 19.2.7 Power failure or breakdown in machinery.

19.3 Upon the happening of any one of the events of a Force Majeure Event, the Purchaser may at its option:

19.3.1 fully or partially suspend delivery/performance while such event or circumstances continue;

19.3.2 terminate any Contract so affected with immediate effect by written notice to the Supplier and the Purchaser shall not be liable for any loss or damage suffered by the Supplier as a result thereof.

20.0 EXPORT CONTROL AND CUSTOM

20.1 The Supplier shall be obliged to meet all the requirements of applicable local, international customs, foreign trade, and payment laws.

20.2 The Supplier shall immediately communicate to the Purchaser in writing (prior to the delivery of goods concerned under the above laws) all information and data which the Purchaser requires in order to comply with the applicable customs and foreign trade and payment laws including but not limited to the following:

- (a) the applicable export list number;
- (b) for US goods, the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- (c) Information as to whether the goods will be transported through the USA, were made or stored in the USA or manufactured with the help of US technology;
- (d) the commodity code according to the current commodity classification of the foreign trade statistics and the HS code (Harmonized System);
- (e) the country of origin and, if requested by the Purchaser, the Supplier's declarations of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

20.3 Upon the Purchaser's request, the Supplier shall be obliged to name a contact in its company for the clarification of possible queries and to inform the Purchaser in writing about all other foreign trade data concerning the Supplier's goods.

20.4 The Supplier shall be obliged to notify the Purchaser immediately of any changes of the relevant information and data.

21.0 DATA PROTECTION

21.1 The Supplier shall be obliged to meet all the requirements of the applicable legal data protection provisions.

21.2 The Supplier agrees that the Purchaser may store and process the Supplier's personal data according to the legal protection provisions in order to process the Supplier's personal data according to the legal data protection provisions in order to process the Contract and to maintain the business relationship between the Purchaser and the Supplier.

22.0 GOVERNING LAW AND JURISDICTION

22.1 For all obligations under this Contract, the place of performance shall be the place of the forwarding address. If no forwarding address is stated in the Purchaser's purchase order, the Purchaser's Country of residence shall be the place of performance.

22.2 The Contract and General Terms and Conditions of Purchase are governed by and will be construed substantive laws of the country in which the Purchaser has its registered office. The parties agree to submit to the exclusive jurisdiction where the Purchaser has been incorporated or the court competent according to the applicable law.



22.3 To the extent the above terms and conditions do not provide a final provision, they shall be governed by the law of the Purchaser's Country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

23.0 MISCELLANEOUS

23.1 Supplementary agreements shall not become effective unless they are confirmed in writing by the Purchaser.

23.2 Should one of the provisions herein be or become invalid, this shall not affect the validity of the remaining provisions. If any provision of these General Terms and Conditions of Purchase or the Contract is not legally valid, the parties will negotiate about the contents of a new provision which is the closest possible approximation of the contents of the original provision.

23.3 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23.4 These General Terms and Conditions of Purchase apply exclusively. Any other General Terms and Conditions will not be applicable unless expressly approved by the Purchaser in writing.

23.5 Any notice given in connection with the Contract must be in writing in the English language and must be delivered by hand or sent by registered post or by courier to the intended person at the address provided by it or to its registered office or sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation.

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