



# GENERAL CONDITIONS OF PURCHASE

(2022, version 1)

## 1. Introduction

1.1 These General Conditions of Purchase ("**GCP**") shall apply to any delivery of Goods as defined below in accordance with a separate supply or purchase agreement (a "**Purchase Agreement**") between an entity within the Alfa Laval group of companies (the "**Purchaser**") and the Supplier of the Goods (the "**Supplier**").

1.2 The GCP shall further apply to any purchase order of Goods (a "**Purchase Order**") pursuant to a Purchase Agreement or on a standalone basis.

1.3 Any Purchase Agreement or Purchase Order (including these GCP) relating to the Goods is hereinafter referred to as the "**Agreement**".

1.4 In case of any conflict or inconsistency, the documents comprising the Agreement shall be construed in the following order of precedence: the Purchase Order, the Purchase Agreement (including its appendices, except for the GCP) and these GCP.

1.5 The Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the Agreement. Any new terms and conditions proposed by the Supplier shall only apply in so far as they are expressly accepted in writing by the Purchaser.

## 2. Scope and Definitions

2.1 The scope of the Agreement includes the Supplier's manufacture, assembly, testing, supply and delivery of the Goods to the agreed place of delivery (including the provision of related services), as well as all responsibilities and obligations specified in or implied by the Agreement.

2.2 The Supplier is not the exclusive supplier of Goods. The Purchaser may produce or

purchase Goods from alternative Suppliers, which under no circumstances shall be seen as a termination of the Agreement.

2.3 In addition to other defined terms herein, the following capitalized terms and expressions shall have the following meaning when used in these GPC and/or the Agreement:

### *Affiliate(s)*

means, with respect to a party, any entity which is controlling, controlled by or under common control with such party, where control shall mean the direct or indirect control of at least fifty (50) percent of the voting shares or other equity interest in the relevant entity.

### *Confidential Information*

means any information, data, algorithm, calculation, or material, whether of a commercial or technical nature, disclosed to a party by or on behalf of the other party or its Affiliates in relation to the Agreement, whether or not explicitly identified as confidential upon disclosure. Unless such information is already in the public domain or was received from an unrestricted source, as evidenced by written records. Confidential Information shall also include any information about the existence of the Agreement.

### *Defect*

means any deficiency in material, workmanship or design provided by the Supplier, any shortcomings and deviations between the delivered Goods and the Goods as specified in the Agreement, any failure of the Goods to conform and perform (or otherwise meet) with any requirement or warranty set forth in the Agreement or with applicable law.

### *Force Majeure*

means all events which are beyond the control of a party, without such party's fault or negligence, which such party can show were

not known at the acceptance of the Agreement and by its nature could not have been foreseen by such party, or if they could have been foreseen, were unavoidable and/or insurmountable and which prevent total or partial performance by either party, including, but not limited to, an event which falls into one or more of the following categories: act of God, fire, flood, storm, earthquake; war, riot, civil commotion, terrorism, pandemic, nuclear contamination, explosion or malicious damage. Strikes, lockouts or other industrial action or disputes solely related to the Supplier and/ or its subcontractor(s) or agent(s) shall not be deemed as events of Force Majeure.

#### *Good(s)*

means any and all goods, components, equipment, parts, prototypes, tools, materials, chemical products, drawings, documents, packaging, consumables, software (delivered in the Goods or separately) and related works or services, produced, sold or delivered, in part or in whole, by the Supplier under the Agreement.

#### *Intellectual Property Rights*

means any rights in patent, utility model, design, copyright, source code, software, trademark, trade name and other intangible rights, including rights to know-how, ideas, data, reports, and applications to register any of the foregoing as well as all rights affording a similar protection anywhere in the world.

### **3. Quality of Goods and Tests**

3.1 The Goods and each part thereof shall be free from any Defects and shall meet all requirements imposed by applicable law or competent authorities.

3.2 The Goods shall meet the agreed specification, standards and requirements as set out in the Agreement.

3.3 The Supplier shall continuously and without any additional charge provide all agreed or relevant information relating to the manufacture and materials of the Goods, including licenses, permits, certificates, notifications, use or presence of chemicals, pack list, packaging materials and marking of Goods.

3.4 If any software is included in or related to the Goods the Supplier shall during the lifetime of the Goods provide at no additional cost updates and upgrades for such software to ensure their functionality in accordance with the Agreement. Supplier shall further secure that the supplied software is free from any viruses, malware, or any other malicious code. No material change or upgrade of the software affecting the function of the Goods may be made by the Supplier without prior notification to the Purchaser.

3.5 No change to the agreed specification, instruction, production site, machines, components or material of the Goods may be made by the Supplier without prior notification to the Purchaser.

3.6 Quality inspections and tests of Goods shall be performed as agreed or at the request of the Purchaser. Should the parties not have agreed upon specific testing procedures in respect of the Goods, the test shall be performed in accordance with sound practices generally accepted in the industry.

3.7 The Purchaser's approval of any inspection or test shall not relieve the Supplier from its obligations under the Agreement, including the Supplier's liability for Defects.

### **4. Marking, Packaging and Packaging Materials**

4.1 The Supplier shall ensure that the marking and packaging of Goods are in accordance with applicable laws, regulations, industrial standards, requirements specified in the Agreement and instructions received from the Purchaser.

4.2 The packaging and quality of the packaging material shall protect the Goods against damage and deterioration during transportation and storage. The Supplier shall further ensure that each crate, container, box and/or part is marked separately in accordance with the Purchaser's instructions.

4.3 The packaging shall be designed, produced and commercialized in a sustainable manner permitting reduce, reuse, recycle and minimal environmental impact at disposal. The use of noxious and hazardous substances and materials in packaging material or components

thereof shall be reduced and kept at a minimum with regard to emissions, ash or leachate at disposal. Wood packaging material shall be treated in accordance with the International Standards for Phytosanitary Measures No. 15 (“**ISPM 15**”), issued by the IPPC and the Food and Agriculture Organization of the United Nations. Plywood used for packaging material shall comply with the emission class E1 formaldehyde emissions.

## **5. Forecast**

5.1 Any forecast issued by the Purchaser shall be for planning purposes only and shall not be legally binding or create any volume or other commitment.

## **6. Purchase Order**

6.1 When the Purchaser wish to purchase Goods, the Purchaser shall issue a written or electronic Purchase Order in the agreed format.

6.2 The Purchase Order shall be confirmed or denied by the Supplier in writing without undue delay, however at latest within five (5) working days from receipt. If no confirmation has been received within such time period, the Purchase Order shall be considered confirmed as stipulated in the Purchase Order.

6.3 The Purchaser shall not be bound by a Purchase Order, if the Supplier's order confirmation contains changes from the Purchase Order issued by the Purchaser, unless expressly accepted by the Purchaser in writing.

## **7. Change of Purchase Order**

7.1 The Purchaser reserves the right without any compensation to the Supplier to postpone the delivery date stipulated in a Purchase Order for a period of maximum ninety (90) days.

7.2 The Purchaser shall, in addition to Clause 7.1, have the right to suspend, change or cancel a Purchase Order. The Purchaser shall notify the Supplier of such request in writing which shall be confirmed by the Supplier without any undue delay. Should the Supplier require compensation for such changes, the Supplier shall notify the Purchaser in writing within ten (10) days from receipt of the

notification. The Purchaser shall only be liable to reimburse the Supplier for reasonable proven actual costs and expenses incurred by the Supplier which are directly related to the requested changes.

## **8. Delivery**

8.1 Delivery shall be made on the date first confirmed by the Supplier and in accordance with agreed lead times.

8.2 The agreed delivery time is of the essence. Partial shipment and/or advance deliveries of Goods shall not be made without the Purchaser's prior written approval.

8.3 Should the Supplier have reason to believe that a delay in delivery of Goods (including performance of services) may occur, the Supplier shall immediately inform the Purchaser and take best efforts to overcome the delay. Promptly thereafter, the Supplier shall in writing inform the Purchaser of the reason for the delay, its probable duration, and the intended remedial measures. Where the Supplier does not give such notice, the Supplier shall compensate the Purchaser for all costs and expenses which the Purchaser could have avoided had notice been given in due time.

8.4 If the Supplier fails to deliver the Goods within the agreed time or it is clear from the circumstances that a delay will occur, without limiting its other rights or remedies under the Agreement, the Purchaser shall have the right to

- (i) terminate the Purchase Order or the agreed or remaining partial deliveries under the Purchase Order, with immediate effect by giving written notice to Supplier, without incurring any liability towards the Supplier;
- (ii) refuse to accept any subsequent delivery of the Goods under the Purchase Order;
- (iii) have any sums paid in advance refunded;
- (iv) recover from the Supplier any additional costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party; and
- (v) claim damages for any reasonable additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.

8.5 Unless otherwise agreed in writing, the Goods shall be delivered in accordance with Incoterms 2020, Free Carrier (“**FCA**”) Supplier’s site or named place specified in the Purchase Order. Services shall be performed as separately agreed.

8.6 The Purchaser shall be under no obligation to perform any kind of inspection or quality review of the Goods upon delivery or at any later stage.

## 9. Passing of Risk and Title

9.1 The risk of the Goods shall pass to the Purchaser in accordance with the agreed Incoterm. Title to the Goods shall thereupon be transferred to the Purchaser. Upon passing of title in the Goods delivered, the Purchaser shall have the right to use, dispose or re-sell such Goods in its full and absolute discretion to any third-party.

## 10. Price and Payment

10.1 The price for the Goods is

- (i) a fixed price and no unilateral price changes are permitted,
- (ii) exclusive of value added tax (“**VAT**”), but inclusive of all other taxes and duties applicable, payable on or prior to delivery, and
- (iii) inclusive of all storage, handling, packaging and all other expenses and charges of the Supplier.

10.2 Invoice shall be issued upon full delivery of the ordered Goods. Invoices shall refer to the Purchase Order number, type of Goods, quantity delivered, and the total sum invoiced for such Goods. Invoices shall further specify the Supplier’s VAT number, customs tariff number, country of origin and applicable export control classification number (“**ECCN**”).

10.3 Unless otherwise agreed in writing or prescribed by mandatory applicable law, invoices containing all agreed information shall be paid within three (3) months from the date of receipt.

10.4 Remittance of payment shall not imply any acceptance of the delivered Goods or the invoiced amount.

10.5 The Purchaser may set off or deduct any amount for which the Supplier is liable under the Agreement and any other agreement

between the Purchaser (or any Affiliate of the Purchaser) and the Supplier against any other amount due to the Supplier under the Agreement and may withhold such amount accordingly.

## 11. Warranty and Remedies

11.1 The Supplier warrants that the Goods are free from Defects. Without prejudice to any other rights and remedies available to the Purchaser under the Agreement or under governing law (whether express or implied), the Supplier shall immediately upon written notification by the Purchaser repair or replace any Goods which within a period of thirty-six (36) months from the date of completion of the delivery of the Goods (the “**Warranty Period**”) are found to be non-compliant with this warranty. The non-compliance Goods shall be returned to the Supplier for repair or replacement unless the parties agree that repair or replacement of non-compliant Goods shall be carried out at the place where they have been installed.

11.2 In order to mitigate any loss and expense of the Purchaser, the Supplier will, free of charge, immediately replace the Goods based on available inventory and incoming shipments, while the non-compliant Goods is in repair and/or the Defect is being investigated.

11.3 Should the Supplier fail to repair or replace any non-compliant Goods immediately in accordance with its obligation under Clause 11.1 to eliminate the Defects, the Purchaser may take such action as it considers necessary in its absolute discretion to eliminate the Defects at the Supplier’s reasonable expense, without prejudice to the Supplier’s liability for the non-compliance or any recurrence thereof.

11.4 The Supplier shall bear the risk of loss and/or damage to the Goods together with the expense of dismantling and re-installing the Goods and the necessary costs of transport. If the Supplier has provided replacement Goods as set out in Clause 11.2 and the originally delivered Goods is later deemed compliant, the Purchaser is obliged to pay for the cost of any replacement Goods.

11.5 After repair or replacement of any non-compliant Goods, the Warranty Period for the

non-compliant Goods shall be extended by a period of twelve (12) months.

## **12. Liability**

12.1 Subject to Clause 12.2, neither party shall be liable to the other for indirect or consequential loss ("Consequential Loss") incurred by the other party ("the Innocent Party") where the Innocent Party has a cause of action against the other party for breach of contract, negligence, breach of statutory duty or otherwise.

12.2 Clause 12.1 shall not apply to exclude any liability on the part of the Supplier for Consequential Loss incurred by the Purchaser (i) if the Supplier knows or has reasonable grounds to suspect that there is any Defect or deficiency in the Goods that poses a risk to health and safety and which accordingly may cause death or personal injury, or damage to property (other than the Goods);

(ii) in respect of death or personal injury, or damage to property (other than the Goods) caused by a Defect or by any breach of this Agreement or negligence (whether by act or omission) on the part of the Supplier;

(iii) in respect of any failure by the Supplier to comply with its obligation to repair or replace any Goods which are found to be non-compliant with the warranty in Clause 11.1;

(iv) in respect of any non-compliant Goods which are repaired or replaced on more than two occasions pursuant to Clause 11.1;

(v) if the Supplier recalls the Goods or any part of them;

(vi) in respect of the Supplier's liability for the Purchaser's losses in the event of termination due to breach of contract under Clause 24.1; or (vii) in respect of Supplier's liability to the Purchaser arising under Clause 15.4 (infringement of intellectual property), Clause 21 (compliance) and Clause 23 (confidentiality) or in consequence of any breach of its obligations under such clauses.

12.3 The Supplier shall defend, indemnify and hold the Purchaser harmless from and against any liability, claim, proceedings, cost (including legal fees), expense, penalty, and all other losses whatsoever arising out of or relating to a breach of the Agreement or negligence (whether by act or omission) by the Supplier in connection with the Goods or the manufacture and supply of the Goods.

## **13. Insurance**

13.1 Unless otherwise agreed in writing, the Supplier shall provide and maintain insurance with well-known reputable insurers as follows:

(i) product and general liability insurance with a per occurrence limit of not less than one (1) million Euro (or its equivalent in any other currency) which shall continue during the Warranty Period or term of the Agreement, whichever ends at latest;

(ii) workers compensation insurance, employers' liability, auto liability or any other statutory insurance required by law in amounts and otherwise as required by applicable law; and, if applicable to the Agreement; and

(iii) all risk replacement cost property insurance for the Purchaser's property while under the Supplier's care, custody and control.

Upon the Purchaser's request the Supplier shall provide copies of insurance certificates or other documents evidencing the insurance required. The insured amounts cannot be considered as a limitation of liability.

## **14. Technical documentation and Tools**

14.1 Rights and title to any documents and materials including any Intellectual Property Rights contained therein or associated therewith, concerning the manufacture and supply of the Goods, or part thereof, submitted to the Supplier by or on behalf of the Purchaser shall remain exclusively with the Purchaser. The Supplier shall only have the right to use such documents and materials for the purpose of performing the Agreement.

14.2 The Supplier shall be obliged to provide to the Purchaser, free of charge, upon delivery of the Goods, information and drawings of sufficient clarity and detail to enable the Purchaser to assemble, start-up, operate, and service (including repair) all parts of the Goods. Unless otherwise instructed or required by applicable regulations, such documentation shall be delivered as an electronic file and in English.

14.3 If the Purchaser or any of its Affiliates provides the Supplier with or reimburse the Supplier for any tools, moulds, patterns, software, measuring devices, packaging materials or any other parts used for the production of the Goods ("**Tools**"), such Tools shall become and remain the property of the Purchaser or its Affiliate, including any later

modifications or development. The Supplier shall only have the right to use such Tools for its performance of the Agreement.

14.4 Repairs, modifications, development or replacement of Tools shall be agreed in writing, including the scope, timeframe and costs connected herewith.

14.5 The Supplier shall at its cost store, maintain and insure the Tools in line with its internal processes for its own tools and in accordance with the instructions provided by the Purchaser. The Supplier shall mark the Tools in such a way that the Purchaser's right of ownership is evident.

14.6 The Purchaser shall be entitled to collect and remove the Tools if the Purchaser deems it necessary. At the request of the Purchaser, the Supplier shall immediately return the Tools to the Purchaser as instructed. Under no circumstances shall the Supplier have any right to retain such Tools.

## **15. Intellectual Property**

15.1 The Supplier warrants that the Goods and the Tools provided by the Supplier, or the import, sale, marketing or use of the Goods, do not infringe any third party right including, without limitation, any Intellectual Property Rights.

15.2 The Purchaser is through the purchase of the Goods granted a world-wide, irrevocable, perpetual, royalty-free and transferable right and license to use the Intellectual Property Rights in the Goods whether embedded in the Goods or delivered separately.

15.3 If Goods or parts thereof are claimed to infringe any third party right, the Supplier shall without undue delay and at its own cost, either procure an unconditional right to use the Goods, modify the Goods to be non-infringing, or replace such Goods with non-infringing Goods with equivalent function and performance agreed by the Purchaser.

15.4 The Supplier shall defend, indemnify and hold harmless the Purchaser, its Affiliates, customers, agents and distributors, and their respective employees, directors and other representatives, against all claims, actions, demands, proceedings, losses, damages,

costs, charges and expenses (including legal expenses) suffered or incurred by any of them and arising out of or relating to a claim, demand, suit or other action which alleges that the Goods, or the use or exploitation of the Goods, infringe any third party right including, without limitation, any Intellectual Property Right.

## **16 Sustainability and Environment**

16.1 The Supplier shall in relation to the production and supply of Goods (including packaging materials) comply with (i) the substance restrictions regulation (EC) 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and (ii) the Alfa Laval Restricted Substance List ("RSL") as amended from time to time, available on the webpage [www.alfalaval.com/forsuppliers](http://www.alfalaval.com/forsuppliers).

16.2 The Supplier shall in accordance with the Purchaser's instructions notify the presence of any substances listed in the RSL in or on the Goods.

## **17. Spare Parts and Continuous Supply**

17.1 The Supplier undertakes for a period of ten (10) years as from the latest delivery pursuant to an Agreement to supply spare parts for the Goods concerned at competitive prices.

17.2 Should the Supplier decide to relocate its production, cease manufacture or divest any right to Goods or spare parts or there is a material direct or indirect change of ownership in or control of the Supplier, the Purchaser shall in writing be informed eighteen (18) months in advance or without undue delay after the decision or change of control. In addition, the Purchaser shall automatically be given a world-wide, irrevocable, perpetual, royalty-free license to all rights and know-how in such Goods or spare parts necessary for the manufacture (internally or by a third party) and sale.

## **18. Sub-suppliers**

18.1 The Supplier shall ensure that any sub-supplier observe and is bound by the provisions of the Agreement, including the Alfa Laval Business Principles for suppliers, in so far as they apply to the sub-supplier. No sub-

contract shall bind or purport to bind Purchaser.

18.2 Engagement of sub-suppliers, whether or not approved by the Purchaser, shall not limit the Supplier's liability under the Agreement and the Supplier shall remain fully liable for each sub-contractor's obligations as for its own.

## **19. Quality Assurance and Audits**

19.1 The Supplier shall during the entire business relationship adhere to (i) the standards, codes and requirements as instructed by Purchaser and (ii) the quality and environmental management standards ISO 9001 and ISO 140001 or with any equivalent set of standards approved by Purchaser in writing.

19.2 The Purchaser may conduct audits to secure the Supplier's compliance with the Agreement. Audits may be conducted at any time but are to be announced at least ten (10) working days in advance. The Supplier shall be obliged to provide the Purchaser with all information and material necessary for the performance of the audit and required to determine the Supplier's compliance with the Agreement. The Purchaser has the right upon Supplier's approval (not to be unreasonably withheld or delayed) to nominate an independent third party auditor to undertake the audits on behalf of the Purchaser.

## **20. Export Control and Origin**

20.1 The Supplier is aware of and understands that the Goods may be subject to economic or financial sanctions or trade embargos imposed, administered or enforced by the European Union, the United Nations, the United States of America, and/or other countries' applicable export control laws and regulations.

20.2 The Supplier undertakes to provide the Purchaser with all necessary import and export control information and issue all relevant documentation relating to the Goods in the format requested by the Purchaser and to update such information in case there are any changes to the Goods or the applicable export control laws and regulations.

Such information may include applicable export classification numbers (including ECCN numbers), information on country of origin for

the Goods and parts therein, certificate of product origin and information on amount of US origin content.

20.3 For Goods subject to the EU dual use regulation 2021/821 Annex 1 as amended from time to time, the export control code should be stated on the quotation, order confirmation and invoice.

20.4 The Supplier is responsible for obtaining and maintaining any export and import licenses required for the Goods. If the Supplier does not provide the necessary information or documentation, the Supplier hereby warrants and represents that no Goods including any parts thereof delivered under the Agreement is subject to any export or international trade control restrictions including material and parts received by its sub-suppliers.

## **21. Compliance**

21.1 The Supplier shall comply with the Alfa Laval Business Principles for suppliers as amended from time to time, available on the webpage [www.alfalaval.com/forsuppliers](http://www.alfalaval.com/forsuppliers).

21.2 The Supplier shall adhere to all applicable laws and regulations, relating to anti-bribery and anti-corruption including, but not limited to: (i) the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq. ("**FCPA**") irrespective of the place of performance, and (ii) any laws or regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption.

21.3 The parties shall comply with all applicable data protection laws and regulations and apply appropriate safeguards against access to or disclosure of data including cyber-attacks in accordance with laws, regulations and accepted standards of protection in related industry. Should one party receive and process personal data on behalf of the other party in connection with this Agreement, the parties shall conclude the required data privacy agreements separately.

21.3 The Supplier shall promptly disclose to the Purchaser any violation, or suspected

violation, of any condition or obligation set forth under this Clause 21. Any such violation, or suspected violation, shall be deemed a material breach which shall be cause for immediate termination of the Agreement, without prejudice to any further rights and remedies available thereunder or at law.

## **22. Force Majeure**

22.1 Neither party shall be in default for any delay or failure to perform its obligations under the Agreement if caused by Force Majeure. The party claiming to be affected by a Force Majeure event shall promptly notify the other party in writing after becoming aware that it has occurred or likely will occur and shall within ten (10) days thereafter furnish evidence of the existence of Force Majeure, occurrence and expected duration of such Force Majeure event.

22.2 The parties shall immediately consult with each other after notification of the claimed Force Majeure event in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences.

Within three (3) business days after a written request by the other party, the party affected by Force Majeure shall provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance continues for a period exceeding thirty (30) days without a solution acceptable to both parties, the party that is not affected by Force Majeure shall be entitled to terminate the Purchase Order or the Agreement with immediate effect.

## **23. Confidentiality**

23.1 The parties shall keep strictly confidential, and not without the other party's prior written consent, disclose to any third party any Confidential Information. For the avoidance of doubt, third party shall not include Affiliates or consultants engaged on behalf of a party.

23.2 The parties shall use the Confidential Information only for the purpose of performing the Agreement and access to Confidential Information shall be limited only to such persons who need the Confidential Information for the fulfilment of the Agreement. The parties shall use the same degree of care with respect

to the Confidential Information as it uses for its own confidential information. A party shall upon request either return or destroy the Confidential Information received and shall notify the requesting party once done.

23.3 The parties shall not without prior written consent make public its business relationship through marketing, advertising or in any other way.

## **24 Termination**

24.1 The Agreement and/or any Purchase Order may be terminated by either party by written notice with immediate effect, without prejudice to any other rights and remedies available under the Agreement or otherwise in law, and without having any liability, if the other party (i) has committed a material breach of the Agreement and not rectified such breach (where rectification is possible) within thirty (30) days after receiving written notice of termination specifying the breach; (ii) passes a resolution, or any court shall make an order of the party to be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor is appointed, or if circumstances shall arise which would entitle the court or a creditor to issue a winding-up order; or (iii) there is a material direct or indirect change of ownership in or control of the party.

24.2 Upon termination of the Agreement for any reason, any obligations which by their terms or nature, must extend and survive beyond the date of termination to be effective shall survive termination of this Agreement. Without limiting the foregoing, Clause 14 (Technical documentation and Tools), Clause 15 (Intellectual Property), Clause 17 (Spare Parts and Continuous Supply), Clause 23 (Confidentiality) and Clause 26 (Governing Law and Dispute Resolution) shall survive and remain in full force and effect following the termination of the Agreement.

## **25. Miscellaneous**

25.1 No amendment or modification to the Agreement shall be valid or binding upon the parties, unless made in writing and signed by the representatives of both parties.

25.2 A party may assign the Agreement, or any rights or obligations under a Purchase Order with the other party's prior written consent.



However, the Purchaser shall be entitled to assign the Agreement in full or in part to any Affiliate upon notice and without any written consent.

25.3 A party not exercising a right arising out of or in connection with the Agreement shall not mean a waiver of that right.

25.4 The Purchaser and the Supplier are and remain independent contractors and the Agreement does not create an agency, representation, dealership, consortium, joint venture, or any similar arrangement between the parties.

25.5 No company or person who is not a party to this Agreement shall have any rights, whether under the Agreement or otherwise, to enforce any provision hereof, and none of the terms of this Agreement are intended to be enforceable by any third party.

25.6 In case an Agreement, including these GCP, is concluded in both English and another language, the English version shall prevail.

25.7 If this Agreement or any of its appendices or documents relating to it is signed electronically, the parties agree that such signature will be legally binding. No party shall contest enforceability on the basis of such electronic signature, including documents for which this Agreement requires written form, or which require to be signed by the parties.

25.8 All provisions of the Agreement, including these GCP, are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such provision shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions shall remain valid and enforceable.

## **26. Governing Law and Dispute Resolution**

26.1 Unless otherwise explicitly agreed, the Agreement shall be governed by the laws of the place where the Purchaser is registered, excluding any conflict of law provisions contained therein. The UN Convention on Contracts for the International Sale of Goods ("CISG") shall not apply.

26.2 All disputes in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be the place where the Purchaser is registered, and the English language shall be used in the proceedings.

26.3 Notwithstanding the foregoing, a party shall always be entitled to initiate proceedings with local courts and other relevant authorities in which the following described controversies, disputes or claims arise:

(i) infringement by the other party of any Intellectual Property Rights to which the other party has title or license, or

(ii) the other party's improper usage or refusal to return or deliver any property, including Tools and Confidential Information, belonging to the other party.

Further, nothing contained herein shall derogate or abrogate from a party's right and capacity to seek injunctive relief or a mandatory order in any court of competent jurisdiction.

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