

General Terms and Conditions of Purchase of Goods

§1 Scope of application

1. These General Terms and Conditions of Purchase of Goods („GTC“) shall apply to the purchase of any materials, items, products, components, software and any related services („Goods“) offered or provided by supplier („Seller“). They apply to all requests made by the Buyer for quotations or offers, to any offers made by Seller and are an integral part of any purchase order („Purchase Order“) placed by the Buyer with Seller. For the purpose of these GTC, Buyer means (i) CQLT SaarGummi Technologies S.à r.l., registered under number RCS Luxembourg B 108936, having its registered address at 9 Op der Kopp, 5544 Remich, Luxembourg or (ii) any company in which CQLT SaarGummi Technologies S.à r.l., holds directly and/or indirectly at least 50% of the share capital having ordinary voting power or the right to elect a majority of the board of directors or any equivalent corporate body, including its successors in title, assigns and/or transferees as the case may be, and/or (iii) any subsidiary or branch acting on behalf or under control of companies as defined in (i) & (ii) above. No terms and conditions other than the GTC, the provisions of the Purchase Order and any and all documents incorporated therein by reference shall be binding upon the Buyer unless expressly accepted in writing. No terms and conditions contained in order confirmation, prior offer or any other document issued by Sellers shall be binding on the Buyer, even if they have not been expressly rejected.
2. No amendment of Purchase Order, addition or a complement thereto shall be binding on the Buyer unless expressly accepted in writing in the form of an new Purchase Order or change of Purchase Order issued by the Buyer. Any agreements, negotiations or understandings of Buyer and Seller prior to the date of the Purchase Order, whether written or oral, are merged in and superseded by the Purchase Order.
3. Special provisions of a Purchase Order, specific terms agreed in writing with Seller, and any and all documents incorporated therein which may be in contradiction with GTC, shall prevail over the corresponding GTC provisions.
4. These GTC shall also apply to all future business between the Parties without requiring a renewed reference to these GTC. This shall also apply if the Seller should only become aware of these GTC with the first business transaction.

§2 Written correspondence

1. The entire written correspondence associated with the submission of the offer as well as with the Purchase Order and its processing is to be sent to the address stated in the Purchase Order header. When the separate written contract is concluded, the Parties have to address all the documentation to the addresses stated in the header or the body of the contract unless one Party has informed another Party about other correspondence address.
2. Buyer may submit any documents to be provided to Seller relating to the Purchase Order electronically, using electronic data transmission methods. If requested by Buyer, Seller shall submit invoices and other documents to be provided to Buyer relating to the Purchase Order electronically, using the electronic data transmission methods. Any documents transmitted in electronic format (including but not limited to e. g. e-mail, facsimile or other means of electronic transmission) shall be deemed to have the same legal effect as delivery of an original executed copy.

§3 Acceptance of Purchase Order

1. Seller shall be deemed to have accepted the Purchase Order in its entirety without modification or addition, notwithstanding any prior dealings or usage of trade, when Seller either acknowledges the Purchase Order or begins performance, whichever occurs first. Buyer may cancel any Purchase Order at any time prior to acceptance by Seller.
2. The Seller can accept the Purchase Order within a deadline of seven (7) days after the Buyer sent the Purchase Order to Seller. Tacit confirmation of the Purchase Order shall be deemed given if no written response has been provided by Seller to Buyer within the above-mentioned deadline of seven (7) days.
3. Any Seller's document (e.g., quotation, acknowledgement, bill of lading, invoice etc.), including any Seller's document referenced in the Purchase Order, to the extent containing any terms in addition to, inconsistent with or rejecting any of the terms of the Purchase Order, shall be deemed to be a counteroffer to Buyer. Such counteroffer is rejected by and shall not be binding upon Buyer unless specifically accepted in writing by Buyer. In the absence of written acceptance of such counteroffer by Buyer, commencement of performance by Seller shall be deemed to be Seller's acceptance of the Purchase Order and an agreement by Seller to perform in accordance with the terms of the Purchase Order. The terms of the Purchase Order shall apply without modification even if Buyer accepts and pays for any Products from Seller with knowledge of any conflicting or different terms and conditions of Seller.

4. Buyer reserves the right, for any reason, to cancel any undelivered portion of the Purchase Order or to make changes in the Purchase Order, including without limitation, changes to any one or more of the following: (a) the drawings, designs or specifications of the Goods, (b) the quantities, method of shipment or packaging of the Goods, (c) the place or time of inspection, delivery or acceptance of the Goods and (d) the amount of any Buyer's property provided to Seller. If such change causes an increase or decrease in the cost of or time required for performance of the Purchase Order, an equitable adjustment, as determined by the Parties, shall be made in the price or delivery schedule or both. Nothing in this Section shall excuse Seller from proceeding with performance of the Purchase Order as changed. No price increases, costs, charges or other amounts, extensions of time for delivery or other changes shall be binding on Buyer unless evidenced by an amended Purchase Order issued by Buyer.
5. The Seller agrees that by accepting the Purchase Order the Seller also accepts the Supplier quality manual available at <https://group.saargummi.com/en/downloads>

§4 Prices and Terms of Payment

1. The prices stated in the Purchase Orders are binding excluding statutory value-added tax, if it is not agreed otherwise. The prices shall include free delivery to the place of delivery specified by Buyer including all ancillary and packaging costs unless otherwise agreed.
2. The payment dates for the Purchase Order shall be calculated from the date the invoice is received or the date conforming Goods are received, whichever last occurs. Invoices for deliveries must be enclosed with the consignment.
3. Prices may not be increased unless authorized by an amended Purchase Order issued and signed by Buyer. Seller confirms that the prices and terms for the Goods covered by the Purchase Order are no less favorable to Buyer than Seller currently offers to any other customer for the same or similar Goods or services in similar quantities. Seller agrees that should more favorably prices or terms be provided to any other customer for the same or similar Goods in similar quantities, Buyer shall be provided the same price and terms as of the time they were first offered to another customer. Seller agrees that any price reduction made in Goods of the type covered by the Purchase Order subsequent to the placement of the Purchase Order shall be applicable to Goods purchased under the Purchase Order, and Buyer shall be entitled to an appropriate credit for the amount of such reduction. Seller's price shall not exceed the lowest prevailing market price. Any reduction in Seller's cost resulting from a reduction in freight rates, custom duties, import taxes, excise taxes, sales taxes, raw material costs and/or other similar costs from those in force on the date of the Purchase Order shall result in a corresponding reduction of the price of the Products ordered by Buyer
4. Buyer can only process invoices if – in line with the stipulations in Buyer's Purchase Order. The invoice must comply with the requirements of the tax document in accordance with the applicable legislation and contain the correct administrative data. If the invoice does not meet the above conditions, the Buyer is entitled to return the invoice to the Seller and is not obliged to make a payment on this basis. Upon delivery of a duly correct invoice, the new term shall commence with the Seller.
5. The invoice shall, be paid by bank transfer within forty-five (45) days net from the date the invoice is received unless agreed otherwise. Payment of the invoice shall not affect the Buyer's right to dispute in writing any unjustified charge.
6. The Seller is not entitled to assign its claims against Buyer or to have these collected by third parties without Buyer's prior written consent.
7. The specific terms of payment will be specified individually in the Purchase Order.
8. Buyer shall be entitled at any time to set off any sums owing by Seller or any of Seller's affiliated companies, to Buyer or to any of Buyer's affiliated companies, against sums payable by Buyer in connection with the Purchase Order

§5 Shipping and Delivery

1. The undertaken shipment of Goods is to be reported to Buyer by sending the delivery note. This must contain the following details: Purchase Order number and date of issuance of the Purchase Order; type of Goods and material number; quantity, net and gross weight of the Goods. If the Seller fails to provide one of the afore-mentioned details and if this results in delays in the processing this shall be for the expense of the Seller.
2. All Goods shall be suitably packed, marked and shipped in accordance with Buyer's specifications or, in the absence of such specifications, in accordance with the requirements of common carriers.
3. Unless otherwise specified in the Purchase Order, Products shall be delivered DDP Buyer's facility / plant (Incoterms 2020) and Seller shall be responsible for all costs of packaging, handling, sorting, storage, shipping, insurance, customs duties and other transportation charges, unless otherwise stated in the Purchase Order. If the Buyer should according to

the Purchase Order overtake the costs of shipment, the Seller undertakes to choose the type of shipment, which is most favorable for Buyer. No charge shall be made to Buyer for drayage, detention, demurrage, storage or returnable containers, unless otherwise stated in the Purchase Order or priorly agreed in writing.

4. All shipments shall be accompanied by packing slips showing the packing slip number, Purchase Order number, contents and weight, the name of Buyer's plant and/or dock number, and any other information specified by Buyer. Where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Order numbers, package numbers and all part or code numbers of Buyer shall be shown on all packing slips, bills of lading and invoices. Seller shall describe Goods and any services to be provided in connection with such Goods on the bill of lading or other shipping receipt and shall route shipment in accordance with instructions issued by Buyer.
5. When applicable, necessary weighing of the delivered Product is principally to be carried out on scales of the Buyer.
6. The delivery is to be made in the manner, the quantities and at the time specified in the Purchase Order. Delivery dates are fixed dates. Any premium shipping expenses and other related expenses necessary to meet Buyer's delivery schedules shall be Seller's sole responsibility. Buyer is not obliged to make payments for quantities of Goods, which exceed the delivered quantities notified by Buyer. Buyer is entitled to change the frequency of the planned deliveries or to instruct the temporary suspension of planned deliveries, whereby none of the afore-mentioned cases shall entitle the Seller to change the prices for these Goods for Buyer's expense. Insofar as no quantities or delivery dates are stated, the Seller shall deliver the Goods in the quantities and as of the date, which Buyer states in subsequent release reports provided to the Seller. The day of delivery is the date stated in delivery confirmation. Seller shall be liable for all direct, incidental, consequential and other damages, losses, costs, charges and expenses incurred by Buyer resulting from the failure of Seller to deliver the conforming Goods and to deliver it on time. In the case of delivery of excessive or insufficient quantities of Goods as well as in the event of premature delivery Buyer reserve the right to refuse acceptance of the delivered Goods with all costs arising from such non-acceptance being borne by the Seller. Buyer shall be entitled to adapt the date of payment accordingly.
7. The Seller undertakes to inform Buyer immediately in writing if circumstances occur or become recognizable that the stipulated delivery time cannot be adhered to. If the Seller fails to give the notification, the Seller is obliged to compensate Buyer for all direct and indirect damages due to default. The acceptance of a delayed delivery or service shall not include a waiver of claims for compensation. Buyer further reserves the right to make the payment on the agreed due dates in the event of a premature delivery. The Buyer reserves the right to penalize the Seller for late delivery in an amount of 0,5 % of the Purchase Price for each day of delayed delivery but the penalty should not exceed a maximum of 5 % of the Purchase Price. The payment by the Seller of these penalties shall not affect the Buyer's right to claim damages against the Seller.

§6 Inspection

1. Buyer and its customers can at any reasonable time inspect and/or test the Goods to be furnished under the Purchase Order at the locations where the Goods are being manufactured or work is being performed, including those of Seller's suppliers. Seller shall provide, without additional charge, reasonable facilities, and assistance for safe and convenient inspection and/or testing. Neither Seller nor Seller's suppliers shall change the location where Goods are being manufactured or work is being performed without the prior written consent of Buyer.
2. Buyer may elect not to conduct any inspections of the Goods, and Seller waives any rights to require Buyer to make such inspections. Neither Buyer's failure to conduct an inspection nor Buyer's payment for any nonconforming Goods shall constitute Buyer's acceptance of such Goods, limit Buyer's right to assert any remedy available to it or relieve Seller of any of its warranties or obligations under the Purchase Order. If Buyer elects to inspect the Goods, Buyer may at any time during Buyer's production process, conduct one hundred percent (100%) inspection of Goods or any lot of Goods or, at Buyer's option, Buyer may select and inspect samples thereof, and Buyer shall have the right to reject all or any portion of the Goods or lot of Goods if any such inspection reveals that any Goods are defective or nonconforming and Buyer may require Seller to pay all costs related to such inspection, including charges for sorting.
3. Notwithstanding payment, passage of title to Buyer or any prior inspection or testing, all Goods are subject to final inspection and acceptance or rejection at Buyer's plant. Risk of loss of all Goods subject to the Purchase Order shall remain with Seller until delivery and Final Acceptance of the Products at Buyer's plant.

§7 Transportation and Transfer of title

1. Seller undertakes to take all measures necessary to perform proper transportation of the Goods by all appropriate means and using all appropriate equipment and accessories, with the assistance of competent and solvent agents or subcontractors where necessary. Seller shall organize transportation of the Goods to the place of delivery in a manner designed to avoid damage to the Goods, and so as to avoid difficulties in unloading the Goods at the Buyer's place of delivery.
2. Delivery times set out in the Purchase Order shall be of the essence. If the Purchase Order is not performed in the specified time, the Buyer is entitled to cancel the Purchase Order and to claim damages from the Seller in addition to the penalties stipulated in §5 section 6 and 7 or to accept delivery and withhold liquidated damages from the Seller without any requirement that Buyer give prior notification of default. Buyer reserves the right to refuse partial or early deliveries, and in such cases may return the Goods or, at its choice, store them, at Sellers' costs and risks.
3. Title of Goods shall transfer unconditionally to the Buyer upon delivery thereof. Unless otherwise expressly agreed, Seller cannot retain title to the Goods until full payment. Risks will, however, remain with Seller until formal acceptance of the Goods.

§8 Liability for material defects

1. Buyer will report defects of the delivered Goods to the Seller immediately in writing as soon as they are determined according to the conditions of a proper business flow. The Buyer has to report obvious defects of delivered Goods within fourteen (14) days from delivery.
2. The Seller guarantees, that the delivered Goods comply with the specifications, drawings, samples and/or descriptions agreed with the Buyer, and that they are further functional, usable and free of defects. In addition, the Seller acknowledges, that he has been informed by the Buyer about the use of the Goods and assures that the delivered Goods are suitable and have been sufficiently designed for the purposes intended by the Buyer.
3. The Seller shall promptly inform Buyer if the Goods contain any ingredients and hazardous material, especially the list of ingredients and hazardous material and the quantity of all such ingredients. Seller shall furnish to Buyer sufficient written warnings and notices (including appropriate labels on the products, goods, property, containers and packaging) of any hazardous material that is an ingredient or a part of any of the products, goods or property, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, so as to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the products, goods, property, containers and packaging.
4. Seller further guarantees that the Goods have been produced and comply with the law applicable in the country of manufactured as well as in the country of delivery.
5. Buyer and Seller agree that if any Goods delivered pursuant to the Purchase Order are nonconforming in any manner, Buyer may, at its option and without limiting its other remedies for a default under the Purchase Order: (a) reduce the quantities of Goods ordered under the Purchase Order by any amount, (b) require Seller to replace nonconforming Goods, (c) return to Seller, or dispose of without any liability to Buyer, any nonconforming Goods and receive full credit for the price of such Goods and any costs associated with inspecting, sorting and returning such Goods, (d) either itself or through others at Seller's cost, rework, correct or otherwise alter any such Goods for the purpose of making them conforming or less nonconforming or (e) exercise any other remedies available to it under the Purchase Order or applicable law. All direct, incidental, consequential and other damages, losses, costs, charges and expenses associated with any of the foregoing remedies shall be the responsibility of Seller and may be deducted by Buyer from any amount due to Seller.
6. The confirmation of receipt handed over to the transport company upon delivery is not a confirmation of the appropriate condition of the delivery. The appropriate condition of the delivery is confirmed upon the final certificate of acceptance issued by the Buyer.

§9 Quality assurance

1. The Goods delivered to the Buyer shall comply with the requirements of Purchase Order, the applicable laws and technical regulations. The Seller undertakes to maintain a quality system that corresponds with requirements of the Buyer and requirements stipulated in the relevant law and technical regulations.
2. The Seller allows the Buyer or Buyer's customers to enter all areas, which are necessary for the assessment of its quality assurance and quality management system as stated in § 6 of these GTC.
3. The Seller shall notify the Buyer in advance, if there is any change of material (e. g. in ingredients or composition) necessary for manufacture of the Goods delivered to the Buyer according to the Purchase Order or contract. Seller shall allow the Buyer to access Seller's premises to carry out the inspection and testing of the new materials as stipulated in § 6 of these GTC. The Seller shall bear all costs associated with inspection and testing.

§10 Goods liability, Indemnification and Warranty

1. Insofar as the Seller is responsible for a damage to the Goods, the Seller is obliged to accordingly indemnify the Buyer from claims for damages of third parties upon first request to the extent that the cause lies in the sphere of control and organisation of Seller.
2. Within the scope of its liability for damaging events within the meaning of section 1 of §10 the Seller is also obliged to reimburse possible expenses necessary to undertake by the Buyer to minimize damages. If the third parties caused or are involved in causing the damage to Buyer, they are liable jointly and severally with the Seller. Other statutory claims of the applicable law shall remain unaffected.
3. Seller shall indemnify, defend and hold harmless the indemnified parties from and against any and all losses arising out of or relating to any alleged infringement of any patent, trademark, copyright, trade secret, industrial design right or other intellectual property right based on the Goods, even if the Goods are made or performed to Buyer's specifications.
4. In addition to all other insurance coverage required by applicable law or as requested by Buyer, Seller shall provide general liability insurance, including coverage for contractual liability and products liability. The Seller undertakes to maintain product liability insurance with a sum insured of at least EUR 2,500,000.00 per physical injury / property damage. If the Buyer is entitled to further claims for damages these shall remain unaffected. The Seller must conclude an insurance contract with an international renowned insurance company throughout the duration of the contractual relationship. The Buyer can ask for its submission at any time throughout the duration of the contractual relationship.
5. The Buyer is entitled to the statutory warranty claims in full. A reasonable deadline determined by the Buyer in an individual case shall begin to apply on the day, upon which the Buyer reports a breach of duty to the Seller, in which the Seller has the possibility to remedy the breach of duty. After the unsuccessful expiry of this deadline the Buyer is entitled to terminate the contractual relationship or to request damages.
6. The warranty obligation is 24 months from the passing of risk. For replaced parts the warranty time of 24 months shall begin to apply as a new period on the day of the subsequent fulfilment.

§11 Intellectual Property rights

1. Seller warrants that the Goods and its purchase, manufacture, incorporation into Buyer's products, use, marketing, sale, modification, repair and/or reconstruction thereof (before and after incorporation into Buyer's products during manufacture) do not and will not infringe any patent, trademark, copyright, trade secret, industrial design right or other intellectual property right of any third party in any jurisdiction.
2. Seller hereby grants to Buyer, each party or entity to which the Goods are provided, and each of their affiliates, agents, suppliers and contractors, a fully paid, unrestricted, worldwide, irrevocable and perpetual license with a right to sublicense to all intellectual property rights, including without limitation all software, drawings, specifications, data, documentation and know-how so as to enable the purchase, manufacture, incorporation into Buyer's products, use, marketing, sale, modification, repair and/or reconstruction of the Goods or any components, parts or sub-assemblies thereof in any manner. Seller warrants that it is aware of the uses to which the Goods are to be put, and that Seller has full right to grant said license.
3. If the purchase, manufacture, incorporation into Buyer's products, use, marketing, sale, modification, repair and/or reconstruction of the Goods, or any part thereof, is alleged to constitute infringement or is enjoined or, in Buyer's sole judgment, is likely to be enjoined, Seller shall, at its own expense and without limiting its other obligations or the rights of Buyer under the Purchase Order, obtain for Buyer and its customers the right to continue the purchase, manufacture, incorporation into Buyer's products, use, marketing, sale, modification, repair and/or reconstruction of the Goods. If Seller cannot obtain such rights, then Seller shall, at the option of Buyer, either modify the Goods so they become non-infringing while continuing to conform to all warranties and other requirements of the Purchase Order or remove the Goods and refund the purchase price and all transportation, installation, and other costs thereof. Seller shall be liable for all direct, incidental, consequential and other damages, losses, costs, charges, and expenses incurred by Buyer resulting from the foregoing.
4. The Buyer reserves property rights and copyrights to Purchase Orders, diagrams, drawings, calculations, and other documents. They may not be made accessible to third parties without Buyer's explicit written consent. They are exclusively to be used for the production owing to our Purchase Order. After the Purchase Order has been processed the documents are to be returned to Buyer without request.
5. Patentable inventions and protect-able creations as well as their results, insofar as they arise from the Purchase Order, shall belong to the Buyer unless Seller establishes that they arise from Seller's sole inventive capacity, and were developed independently of the Purchase Order.

§12 Know-how protection and Proprietary and Confidential information

1. The Seller may use the technical information and processing instructions, or the other acquired know-how obtained through the cooperation with Buyer just for development and sell of the Goods to Buyer.
2. Any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller in connection with the Goods or the Purchase Order such as including but not limited to know how, specifications, procedures, drawings, samples, designs, needs, technical information, documents and data ("**Confidential Information**") shall be deemed confidential and proprietary information of Buyer and shall not be disclosed by Seller to any third party without the prior written consent of Buyer during at least 10 years following date of disclosure to Seller. Buyer retains ownership of all proprietary rights in any Confidential Information disclosed to Seller in connection with the Goods or the Purchase Order. Seller agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential information will not include any information that: (a) was rightfully in the possession of Seller before receipt from Buyer, (b) is or becomes available to the public through no fault of Seller, or (c) is received by Seller in good faith from the third party having no duty of confidentiality to Buyer.
3. Seller further covenants that at the request of Buyer, Seller shall forthwith return to Buyer all Confidential Information given to the Seller by Buyer.
4. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods or the Purchase Order shall not, unless otherwise specifically agreed upon in writing by parties, be deemed to be confidential or proprietary information, and accordingly shall be acquired free from any restriction.

§13 Reservation of title and maintenance of provided Buyer's property

1. The Goods shall directly become property of the Buyer after it is delivered to the Buyer.
2. The Buyer shall retain the ownership hereto if the Buyer provides parts to the Seller. If reserved parts of the Buyer are processed or mixed with other objects, which do not belong to the Buyer, the Buyer shall acquire the co-ownership to the new object in the ratio of the value of Buyer's part to the other processed objects at the time of the processing or mixing.
3. The Buyer reserves the ownership to tools provided to Seller. The Seller undertakes to exclusively use the tools for producing the Goods ordered by the Buyer. The Seller undertakes to carry out possibly necessary service and inspection work as well as all maintenance and repair work on Buyer's tools at its own costs. The Seller has to report possible interferences to the Buyer immediately. If the Seller fails to do so, the Buyer can claim for all incurred damages.
4. Seller shall bear the risk of loss and damage of such Buyer's property at all times while in Seller's possession and shall keep Buyer's property insured for its full replacement cost for the benefit of Buyer, shall keep it segregated from all other assets and labelled as being the property of Buyer, shall not move Buyer's property from Seller's premises without the prior written consent of Buyer and shall immediately sign and file documents requested by Buyer to evidence its ownership thereof. Seller shall provide Buyer with a certificate of insurance acceptable to Buyer showing the amount of coverage and date of expiration of the insurance. The Seller undertakes to keep the tools in the best possible condition, but normal wear and tear is accepted. Seller at its own expense shall keep all Buyer's property maintained in good working order in accordance with the manufacturer's specifications and any replacement parts installed on Buyer's property or any other modifications or improvements thereto shall become the property of Buyer. Seller shall maintain records of all maintenance and repairs performed on Buyer's property.

§14 Safety stock

Seller is obliged to hold a safety stock in case of any uncertainty exists in demand, supply or manufacturing, which should serve as an insurance against stockouts. Seller should keep in stock at least 50 % of the ordered Goods stated in each Purchase Order. Seller shall allow the Buyer at any reasonable time to access the premises of the Safety Stock to proof the necessary availability of the Goods. If the Seller fails to hold the above stated amount of Goods in the safety stock, the Buyer may claim all incurred damages occurred by violation this provision.

§15 No Liens

The Goods shall be provided free and clear of any and all liens, security interests, pledges, or encumbrances of any nature whatsoever. To the extent permitted by applicable law, Seller hereby waives all liens and claims and agrees that none shall be filed or maintained against Buyer, Buyer's property, or Buyer's premises on account of any Goods. Seller shall cause all of its subcontractors, and suppliers (and their subcontractors) to provide similar waivers and agreements in form satisfactory to Buyer. If any such liens or claims are filed or maintained against Buyer, Buyer's property or Buyer's premises, Seller shall immediately discharge such liens in a manner satisfactory to Buyer.

§16 Prohibition of advertising

Without the prior written consent of Buyer, Seller shall not, in any manner, advertise or publish that Seller is providing Goods to Buyer pursuant to the Purchase Order or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

§17 Registrations, Approvals, Authorizations

The Seller warrants, that it and its subcontractors, if any have all statutory registrations, approvals and authorizations required to perform the contractual relationship including but not limited to all licenses, permits, and registrations with public authorities and all authorizations and certifications as are required from professional organizations. Seller shall deliver to the Buyer a copy thereof prior to beginning the performance. In the event any or all such licenses, permits, registrations, approvals, and / or authorizations are withdrawn from the Seller or from any of its subcontractors or are not renewed, the Seller shall immediately inform the Buyer of the same whereupon the Buyer shall be entitled to terminate the contractual relationship and claim damages.

§18 Spare parts and Product Support

Seller shall continue to provide Goods, or any components of Goods, as required by Buyer for a period of fifteen (15) years after the date of final shipment under the Purchase Order or for such period as Buyer is required to provide to its customer service or replacement parts incorporating the Goods, whichever is longer. During the period of fifteen (15) years after the date of final shipment, the prices for the Goods shall be the prices specified in the Purchase Order.

§19 Termination

1. Buyer shall always be entitled, even though Seller is not in breach of any obligation, to suspend the Purchase Order for a period determined by Buyer, or to terminate the same in whole or in part, by giving thirty (30) days' advance notice to Seller. In the event of such a termination, Seller may charge Buyer reasonable costs incurred up to the time of termination relating to the Purchase Order. Upon receipt of notice of termination, unless otherwise directed by Buyer, Seller will: (a) promptly terminate all work under the Purchase Order on the effective date of termination; (b) transfer title and deliver to Buyer or its designee the finished Goods, the work in process, and the parts and materials that Seller reasonably produced or acquired as authorized in releases by Buyer and that Seller cannot use in producing products for itself or for others; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (e) upon Buyer's request, fully cooperate with Buyer in transferring the production of Goods to a different supplier. In no event shall Seller be entitled to indemnification for incidental or consequential damages or loss of profits.
2. In the event Seller fail to comply with any term or condition of the Purchase Order, Buyer shall be entitled, by written notice to Seller and without prejudice to any other remedy, to terminate the Purchase Order in whole or in part without any further liability or obligation and to recover from Seller all money paid by the Buyer in respect thereof, any additional costs incurred in procuring replacement Goods from an alternative supplier, and indemnification for losses or damages due incurred by the Buyer as the result of any Seller's late performance. The same shall apply in case Seller fails to make progress in producing or assembling the Goods so as to endanger the timely performance of the Purchase Order in accordance with its terms. The termination shall be made by registered letter, return receipt requested, fifteen days after the date formal notice of default is given.
3. Buyer is entitled to terminate the Purchase Order with immediate effect without any further obligation or liability if the Seller becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation or insolvency.

§20 Force majeure

Each default or each omission of one of the Parties with the fulfilment of its obligations stated herein will be excused if the Seller is not in the position to produce, sell or deliver the Goods, which are covered by the contractual relationship or if the Buyer is not in the position to accept these deliveries, to buy or use these deliveries and this is the result of an event that cannot be reasonably controlled by the respective Party and that occur without its fault or its negligence, such as including but not limited to events of restrictive measures of governments (irrespective of their validity), fires, flooding, storms, explosions, riots, natural disasters, wars, sabotage, epidemics/pandemics, civil commotion, revolution, or embargoes, outbreaks, however only under the condition that a written notification regarding such a delay (if possible by stating the expected duration of the delay) is sent to the respective other Party by the Party concerned immediately after the occurrence of the event concerned. Such notice shall describe the event causing the delay, the expected duration, remediation plans and plans for the supply or purchasing of Goods

during such event. For the duration of such a delay or such an omission with the fulfilment of the contractual obligations by the Seller, the Buyer is entitled, to procure the Goods concerned from a third party and to reduce the scope of delivery ordered from the Seller by this quantity without being held liable for this towards the Seller or requesting the Seller to procure the Goods concerned in the quantity requested from other sources, at the prices stated in the Purchase Order. Should such a delay last for longer than sixty (60) days the Buyer is entitled to terminate the contractual relationship immediately and without any liability.

§21 Compliance with laws

Seller shall comply with all laws, orders, rules and regulations applicable to the performance of its obligations and such other laws, orders, rules and regulations applicable, including those against money-laundering, the payment of bribes and/or tax evasion, financial and economic sanctions ("**Relevant Laws**"). In that connection, each Party shall not undertake or cause to be undertaken any activity which is illegal or unlawful under Relevant Laws. The Contractor has to also comply with the Buyer's "Code of Conduct" and "Supplier Code of Conduct" that can be found on: <https://group.saargummi.com/en/downloads>

§22 Personal Data Protection

If personal data is processed, the Seller warrants that it will process such data in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**Data Protection Regulation**"). Whenever necessary, the Seller warrants to sign upon Buyer's request the Data Processing Agreement (DPA) or any other document related to secured processing, movement and storage of personal data.

§23 Limitation on Assignment

Buyer may assign the Purchase Order or any of its rights or obligations without Seller's consent. Seller agrees not to assign the Purchase Order or subcontract the performance of its duties without the prior written consent of Buyer. If Seller is authorized to use subcontractors, Seller shall obtain from each subcontractor rights and obligations no less favorable to Buyer than the provisions of the Purchase Order. If Seller fails to comply with the provisions in this Section, Buyer may, at its option, cancel the Purchase Order or any portion thereof without any liability whatsoever. If the Purchase Order is assigned to the subcontractor, the Seller is fully responsible for subcontractor's actions as it was Seller's action.

§24 Severability

The Purchase Order and the GTC shall be subject to and interpreted so as to comply with all applicable law. If any provision of the Purchase Order and the GTC, or portion of any provision, is declared or found to be unenforceable under applicable law, such provision shall, if possible, be interpreted in a manner so as to be enforceable to the greatest extent possible under applicable law. The balance of the Purchase Order and the GTC shall be interpreted as if the unenforceable provision or portion was interpreted according to the preceding sentence or, if such interpretation is not possible under applicable law, as if the unenforceable provision or portion had never been a part hereof. In no event shall the Purchase Order and the GTC be invalid due to an unenforceable provision or portion of a provision of the Purchase Order and the GTC.

§25 Applicable law and Jurisdiction

1. The Purchase Order shall be governed by and construed exclusively in accordance with the laws of Buyer's place of incorporation. The UN Convention on Contracts for the International Sale of Goods of 1980 shall not be applicable.
2. Any and all disputes arising in connection with the Purchase Order shall be settled by the competent courts of Buyer's place of incorporation. However, Buyer reserves the exclusive right to bring any dispute involving Seller before the courts of Seller's jurisdiction of incorporation or before the courts of the Goods' delivery place.

§26 Language

The English language version of these GTC shall prevail in the event of any disagreement over the meaning or construction of any provision in any translation. Such translations are provided for the convenience of Seller and are for informational purposes only.