

TERMS AND CONDITIONS OF PURCHASE CERATOOL SARL

1. General

- 1.1 The PURCHASER within the meaning of these Terms and Conditions of Purchase is CERATOOL SARL, Zi, L-3378 Livange, Luxembourg (hereinafter referred to as "PURCHASER").
- 1.2 The following General Terms and Conditions of Purchase shall form the exclusive basis of the contract between the PURCHASER and the supplier (hereinafter referred to as "CONTRACT") and they shall be an integral part of this CONTRACT. They shall apply even if the CONTRACT is a contract for work and services.
- 1.3 These General Terms and Conditions of Purchase shall apply exclusively. Terms and conditions of the supplier that contradict supplement or deviate from these General Terms and Conditions of Purchase shall not apply unless the PURCHASER agrees to their validity, expressly and in writing, in individual cases. These General Terms and Conditions of Purchase shall apply even if the PURCHASER, being aware of terms and conditions of the supplier that contradict, supplement or deviate from these General Terms and Conditions of Purchase.
- 1.4 These General Terms and Conditions of Purchase shall also apply to future transactions without the requirement for an additional agreement in individual cases.
- 1.5 Any business or CONTRACT related correspondence shall be conducted with the purchasing department of the PURCHASER, unless stipulated otherwise here. The purchase order reference number must be indicated in all correspondence.
- 1.6 Verbal agreements shall require written confirmation.

2. Contract formation

- 2.1 In the offer and in the order confirmation, the supplier must strictly adhere to the instructions provided by the PURCHASER. In the case of any deviations, the supplier must draw attention to these deviations expressly and in writing. In addition to all the goods and services expressly specified in the order, the scope of delivery shall also include goods and services required for a proper execution and function of the goods ordered. All goods and services must be state of the art and comply with all applicable professional or industry standards. Each CONTRACT shall be based upon a written purchase order that includes a purchase order number.
- 2.2 Models, drawings and tools made available or commissioned and paid for by the PURCHASER must not be passed on to third parties or used for any purposes other than those of the CONTRACT, and their content must not be disclosed to third parties, without the prior written consent of the PURCHASER. They must be stored carefully and protected against theft. The supplier shall return them to the PURCHASER as soon as they are no longer needed for the purposes of the CONTRACT.
- 2.3 In respect of orders for goods to be delivered on demand, the PURCHASER shall have no obligation to accept delivery until it has issued the corresponding release for the goods. This applies even if the goods are manufactured and ready for delivery. The PURCHASER shall be entitled to change the delivery dates to the extent that this does not cause significant burden on the supplier.
- 2.4 Any changes or amendments to the CONTRACT shall require written form confirmation.
- 2.5 In case of doubt, prices quoted shall be fixed prices for delivery to PURCHASER'S delivery address free of any additional charges.
- 2.6 Unless the prices have been agreed upon beforehand, they must be with binding effect. In this case, the PURCHASER reserves the right to object or cancel the CONTRACT within four (4) weeks without any liability or claim for damages of any sort.

3. Delivery

- 3.1 The supplier shall strictly adhere to the agreed delivery dates. If for any reason it becomes evident to the supplier that the delivery date may not be met, the PURCHASER shall be notified immediately in writing of the reason and anticipated duration of the delay. This provision shall not constitute a waiver of any kind of the legal rights of the PURCHASER arising from the delay in delivery.
- 3.2 The PURCHASER must be notified of the shipment of the goods without delay after dispatch, in duplicate quoting the purchase order number and reference number. Partial deliveries are to be clearly identified.
- 3.3 Delivery must be carried out by the quickest route to the delivery address prescribed by the PURCHASER. The PURCHASER shall not be obligated to accept goods without the correct shipping documents. The supplier shall be liable for the consequences of incorrect information in the shipping documents.
- 3.4 If the PURCHASER bears the costs of transport, the supplier must choose the most cost efficient means of transport. However, the shipping instructions of the PURCHASER must always be obeyed.
- 3.5 The risk shall transfer to the PURCHASER as soon as the PURCHASER receives the delivery item and takes actual possession; or, in the case of machinery or equipment, or if the CONTRACT is a contract for work and services, upon final acceptance inspection.
- 3.6 The PURCHASER shall not be obligated to accept COD shipments.

4. Payment

- 4.1 Invoices must comply with the requirements under sales tax law as regards the content of invoices and their content must match the order. They must not be enclosed with the shipment, but rather addressed to the Finance and Accounting department of the PURCHASER and quote the purchase order number. The PURCHASER shall not be responsible for any delays in payment caused by noncompliance with this provision on the part of the supplier.
- 4.2 Unless stipulated otherwise, invoices shall be due for payment with a 3% discount within 30 days, net amount payable within 60 days.
- 4.3 Payment periods shall always begin upon receipt of an invoice that has been correctly and completely prepared pursuant to clause 4.1, however not before the goods have been delivered completely and free from defects.
- 4.4 Partial invoices shall be permitted only after the PURCHASER'S prior written approval and must be clearly identified as such.
- 4.5 Payment by bill of exchange shall be permitted.

5. Provision of materials by the PURCHASER

- 5.1 Materials provided by the PURCHASER shall remain the property of the PURCHASER.
- 5.2 The materials provided by the PURCHASER shall be carefully stored by the supplier free of charge. The PURCHASER must be informed without delay of any possible loss or damage.
- 5.3 If the materials are processed or mixed with other goods, the PURCHASER shall acquire co-ownership in proportion to the value ratio between the materials provided and the other goods. The supplier shall in this case grant the PURCHASER joint possession and shall undertake to that extent to exercise joint possession as unpaid custodian.

6. Failure in performance

- 6.1 Defects will be notified to the supplier within two weeks of being identified. The PURCHASER shall not be required to inspect the goods.
- 6.2 If the supplier fails to comply with PURCHASER'S demand to perform according to the CONTRACT or to remedy a defect (repair or replace) even if the period to remedy is short, or the supplier refuses to rectify the defect, the PURCHASER shall be entitled to rectify the defect himself, or have it rectified, at the supplier's expense, or purchase the item elsewhere. The PURCHASER shall have the same right in urgent cases, especially to avert imminent danger or avoid major disturbance to production. For this purpose, the supplier must provide the PURCHASER with the necessary documents (plans, drawings etc.) and data. In this case, the PURCHASER shall be entitled to pass on to the third party commissioned to correct the defect with any information, and all documents that are necessary to produce the delivery items free from defect as quickly as possible. Any confidentiality agreement to the contrary made before or after the inclusion of these General Terms and Conditions of Purchase shall not be in conflict with this provision.
- 6.3 If the supplier fulfils its obligation to remedy, the statutory period of warranty shall start again upon delivery of the rectified or replacement goods.

7. Reservation of title and assignment of claims

- 7.1 The PURCHASER shall recognize only the simple reservation of title. Any extended or expanded retention of title is expressly excluded, even without the express objection of the PURCHASER.
- 7.2 If the supplier assigns claims to receivables arising from this CONTRACT, the PURCHASER shall charge a processing fee of €35.--.

8. Confidentiality

- 8.1 The supplier shall be obligated to keep confidential any non-public information and data (business and technical information and data) of which it becomes aware as a result of the business relationship with the PURCHASER and not disclose it to third parties. Any sub-suppliers or other third parties, which the supplier must involve to implement the CONTRACT, shall similarly be bound by the supplier to maintain confidentiality.
- 8.2 The supplier may not use the PURCHASER'S company name logo or trademark for advertising purposes, or to provide references, unless it has obtained the PURCHASER'S prior written approval.

9. Data Protection

- 9.1 We are pleased to provide you with detailed information on the processing of your personal data, including an address and a contact person, with position and telephone numbers.
- 9.2 The processing of your data is necessary for the performance of contractual services, in particular
 - the performance of the contract services
 - processing payments
 - the delivery of products and services ordered under the contractual conditions
 - the release of address data to logistics companies for the delivery of goods.

- 9.3 We will only process your data for the time necessary to perform the contractual services and for as long as interaction with the client is necessary. We respect the conservation and retention periods. As long as you have no objections, we will use your data for the conduct and continuation of our commercial relations in our mutual interest. If you wish to delete your data, we will immediately take the necessary steps, provided there is no legal requirement for retention which prevents us from doing so.
- 9.4 You have a right to:
- information relating to the processing of your data
 - correcting or deleting your data
 - the restriction of the processing (so that only saving is possible)
 - opposition to the processing of your data
 - data portability
 - the withdrawal of your consent with effect for the future
 - the filing of a complaint with the data protection supervisory authorities.
- The authorities of your main domicile/place of residence will have competence.
- In addition, you have the right to receive confirmation of the processing of your personal data with regard to
- the purposes of use
 - the categories of personal data
 - scientific, statistical and research purposes.
- Should you have any questions, please feel confident to contact our head of data protection: Dr Gerhard Kerckhoff, CERATIZIT SA, 101, route de Holzem, L-8232 Mamer, Luxembourg, +352 31 20 85 1

10. Compliance

- 10.1 The supplier undertakes to comply with all laws and regulations applicable to performance under the CONTRACT, especially in regards to fighting corruption, antitrust and competition law, environment, health and safety, fair labour practices as well as prohibiting child and forced labour. The supplier agrees to cooperate in a verification of compliance upon reasonable request of the PURCHASER or any of its customers.
- 10.2 The supplier shall comply with the pertinent local, national and international provisions concerning the import or export of all goods to be supplied hereunder.
- 10.3 If the supplier violates these obligations, the PURCHASER shall be entitled, without prejudice to any other available rights or remedies, to cancel the CONTRACT pursuant to all statutory provisions.

11. Final provisions

- 11.1 The CONTRACT shall be governed by Luxembourgian law, excluding the United Nations Convention on the International Sale of Goods (CSIG) and excluding any provisions regarding the conflict of laws.
- 11.2 All disputes arising from or relating to the CONTRACT, including these Terms and Conditions of Purchase, shall be subject to the exclusive jurisdiction of the competent court at the registered office of the PURCHASER. However, the PURCHASER is also entitled to sue the supplier in the jurisdiction of the competent court of the registered office of the supplier.
- 11.3 If any one or more of the provisions of these General Terms and Conditions of Purchase or of the CONTRACT should be or become invalid or ineffective, in whole or in part, or should these General Terms and Conditions of Purchase or the CONTRACT contain an incompleteness, the legal effectiveness and validity of the remaining provisions shall not be affected. Thereby Instead of an illegal or invalid provision, a valid provision shall be agreed upon that comes closest to the original business objectives of the PURCHASER and the supplier. The same shall apply in the event of a gap.
- 11.4 Delivery unloading times shall be Monday to Friday, between the hours of 8.00am. to 3.00pm.
- 11.5 When executing any work on the business premises of the PURCHASER the supplier shall fully comply with the PURCHASER'S site regulations in their current version.
- 11.6 Visits to the PURCHASER'S premises shall take place only after prior arrangement with the officials at the purchasing department of the PURCHASER.