

**GENERAL TERMS AND CONDITIONS OF PURCHASE
MERSEN GROUP**

These General Terms and Conditions of Purchase ("GTCP") apply to all orders issued by **MERSEN / GAB Neumann** (the "**Buyer**") for the provision of products (tooling, machines, equipment, parts, supplies and raw materials, etc.) and/or services (the "**Supplies**") by the supplier or service provider (equally the "**Supplier**"). The Supplier and the Buyer are also referred to herein individually as "**Party**" and collectively as "**Parties**".

1. CONTRACTUAL DOCUMENTS

The purchase agreement (the "**Agreement**") shall comprise the following documents, in order of precedence:

- (1) the order of the Buyer;
- (2) the documents specified in it, including but not limited to any special terms and conditions of purchase, technical specifications (plans, designs, technical documents), lists of required spare parts or consumables and Buyer's Supplier Charter;
- (3) these General Terms and Conditions of Purchase; and/or
- (4) any appended documents duly approved by the Buyer, to the exclusion of all other documents.

Any and all documents issued by the Supplier at any time, including subsequently to the order, such as the general terms and conditions of sale given on the reverse of delivery notes or invoices etc., may not be considered as contractual documents binding on the Buyer or applicable to the order unless they have been expressly and formally accepted in writing by the Buyer.

2. ORDER AND ACCEPTANCE

- 2.1 The Buyer shall issue a written purchase order for every order.
- 2.2 Unless stated otherwise in any special terms and conditions, the Supplier must confirm, acknowledge receipt of or refuse the order within a maximum of eight (8) calendar days of receipt. If the Supplier sends confirmation of or commences an order, the Agreement will be deemed to have been accepted without reservation.
- 2.3 The Supplier is not authorized to modify any of the terms and conditions of the Agreement without the prior written approval of the Buyer. The Buyer reserves the right to modify, within the bounds of usual commercial conduct an order in progress if its requirements change, subject to the stage of completion. The Supplier must acknowledge receipt of any amendments requested by the Buyer. The Supplier must notify the Buyer within three (3) working days further receipt of the request of any impacts that the requested amendments will have on the price, delivery times or performance of the Agreement. Any changes in prices or contractual time periods shall only take effect following the written authorization of the Buyer.
- 2.4 An order shall also be cancelled by the Buyer by right if such order is in violation of the provisions set in Section 15.

3. PACKAGING – DELIVERY – RISK OF LOSS AND TITLE

- 3.1 The Supplier is responsible for the packaging of the Supplies. Packaging must be adapted to the Supplies themselves as well as their method of transport and destination. The Supplier is responsible for any loss or damage during transport or storage that is due to inadequate or defective packaging. For Supplies requiring special packaging or specific handling, all necessary details and instructions, such as weight and attachment points, must be indicated on the packaging in order to ensure safe unloading. Unless stated otherwise in the order, the Supplier undertakes to recover or destroy the packaging used for the Supplies as quickly as possible at its costs.
- 3.2 Unless stated otherwise in the order, the Supplies will be delivered to the Buyer on a Delivery Duty Paid (DDP) basis according to the Incoterm® (ICC Edition 2020) at the delivery place specified in the order.
- 3.3 Each shipment of Supplies will be accompanied by the number of delivery notes specified in the Agreement. The delivery notes will include all of the required information, and in particular the Buyer's order number, the date, the reference and/or batch number of the Supplies, the customs code, the technical characteristics and the gross and net weight and quantity of the Supplies. The Supplier also undertakes to provide the Buyer with all the relevant documentation related to the Supplies and any statements or certificates required as evidence of the origin and provenance of the items making up the Supplies, in accordance

with the regulations governing the Agreement. Failing that, the Buyer reserves the right to reject the Supplies.

- 3.4 The Supplier is liable for any and all costs arising as a result of the late dispatch of the necessary documents, the inadequate labeling of shipment documents or any other cause for which it is responsible.
- 3.5 The Buyer reserves the right to postpone the shipment or delivery date of an order provided it notifies the Supplier in advance. In such a case, unless specified otherwise in the Agreement, the Supplier shall bear any warehouse and/or storage costs of the Supplies, provided the duration of the postponement does not exceed two (2) months. If shipment or delivery is postponed for more than two months, the Parties shall reach an agreement on the terms and conditions of storage and related costs.
- 3.6 All deliveries must be made in accordance with the Buyer's rules for accessing a given site.
- 3.7 When the Supplies consist of products or equipment, the risk of accidental loss will pass to the Buyer on the date of delivery in accordance with the Incoterm® (ICC Edition 2020) specified in the order. Ownership will transfer to the Buyer on the date of delivery of the said product or equipment. It is hereby stated that the Supplier cannot reserve its ownership until payment in the sense of § 449 BGB. In the event of a staggered delivery, ownership of the Supplies will pass as and when each delivery is made. For Supplies that require assembly or the performance of works on the Buyer's site, the risk of accidental loss will pass on the date of delivery of the products in accordance with the Incoterm® (ICC Edition 2020) specified in the order, and ownership will transfer on the date of final acceptance without reservations by the Buyer.

4. CONTRACTUAL DELIVERY TERMS

- 4.1 The time periods specified in the Agreement or in any delivery request issued by the Buyer are mandatory and constitute an essential condition of the Agreement.
- 4.2 Unless agreed otherwise by the Parties, the Supplier is not authorized to deliver Supplies in advance. If any Supplies are delivered in advance, the Buyer reserves the right to reject them and to return them to the Supplier at the Supplier's expense, or to accept them and deduct the related storage costs from the sums owed to the Supplier.
- 4.3 In the event of a late delivery in the sense of § 286 BGB, the Buyer reserves the right to charge the Supplier penalties of zero-point five percent (0.5%) of the amount (excluding VAT) of the Supplies affected by the late delivery per workday of late delivery, but the amount of the said penalties may not exceed five percent (5%) of the amount of the Supplies. In the event of a late delivery exceeding 5 days, the Buyer reserves the right to, instead of requesting further penalties, automatically terminate the Agreement in accordance with Section 17 upon written notice to the Supplier and without prejudice to any other rights.
- 4.4 The above-mentioned penalty shall not under any circumstances constitute full and final compensation for any losses suffered by the Buyer and the Supplier shall remain bound by its contractual obligations.

5. INSPECTION AND FINAL ACCEPTANCE

- 5.1 The Buyer shall inform the carrier and the Supplier of any erroneous Supplies, loss or any apparent damage within four (4) days from the date of delivery. The Buyer's signature of a delivery note may only be construed as an acknowledgment of the physical delivery of the Supplies and the fact that they appear to be in good condition. It may not, under any circumstances, be considered as an acknowledgment that the Supplies comply with the specifications set out in the Agreement. The Buyer reserves the right to reject the Supplies in the event of an incomplete or surplus delivery.
- 5.2 The Buyer shall carefully inspect the Supplies received in order to identify any non-compliance with the order within fifteen (15) calendar days further the delivery. The Supplier shall be liable for any differences that exist between the Supplies received by the Buyer or its client and the characteristics and quantities stated in the Agreement as far as it had caused them intentionally or negligently. If, following this inspection, the Buyer notifies the Supplier of any defects or non-compliance, the Supplier shall take all measures to remedy them in a timely manner. If said defects have not been remedied within fifteen (15) calendar days of the Supplier's receipt of the Buyer's notification, the Buyer, may decide, at its sole discretion:

- (1) to accept the Supplies once corrective measures have been carried out by the Buyer or by a third party designated by the Buyer, with the Supplier bearing the costs of said measures;
- (2) to accept the Supplies subject to a reduction of the price;
- (3) to reject the Supplies by making them available for collection by the Supplier or by returning them to the Supplier at the Supplier's risk and expense within twenty (20) calendar days of the date of notification by the Buyer, without prejudice to the supplier's obligation to deliver the contractual Supplies.
- (4) to reject the Supplies as described in point (3) above and withdraw from the Agreement for breach by the Supplier.
- The Buyer reserves the right to invoice the Supplier for any storage costs associated with the said rejected Supplies. Rejected Supplies shall not be deducted from the quantity initially ordered by the Buyer. Any non-compliant Supplies rejected by the Buyer shall be deemed to not have been delivered and may give rise to the application of the penalties provided for in Section 4 (Contractual Delivery Terms). The Supplier shall remain bound to deliver the Supplies in accordance with the terms of the Agreement.
- If an order is withdrawn due to the rejection of Supplies, the Supplier shall immediately reimburse any and all advances or down-payments made by the Buyer, without prejudice to any other rights of the Buyer.
- 5.3 Where provided for in the order (in case of service contracts or contracts for manufacture and supply), and unless agreed otherwise in writing, acceptance constitutes the act by which the Buyer states that it accepts the Supplies, either with or without reservations. Acceptance is recorded in an acceptance certificate signed and dated by the Parties, with each Party receiving an original copy. Tacit acceptance of the Supplies by the Buyer is not permitted under any circumstances.
- In case of reservations, the Buyer may pronounce acceptance with the said reservations which shall be indicated in the acceptance certificate. The Supplier shall then resolve the reservations within the time period agreed by the Parties in order to enable the issuance of the final acceptance certificate.
- The Buyer's client may also participate in, organize or even approve the acceptance procedure of Supplies where provided for in the Agreement. Where this is the case, acceptance by the Buyer is subject to acceptance by the client.
- Where provided for in the Agreement, acceptance can be carried out in two stages with provisional acceptance followed by final acceptance. Where this is the case, a specific certificate is issued for each acceptance, with or without reservations. The said reservations must be resolved to enable the issuance of the final acceptance certificate.
6. RIGHT OF ACCESS - AUDIT
- 6.1 The Buyer reserves the right, directly or by a third-party organization of its choosing, to verify the proper performance and/or progress of orders, in the presence or not of its client, at the premises of the Supplier and/or any of its sub-contractors or potential suppliers provided a five (5) days prior notice and in accordance with the provisions set out below.
- 6.2 The Supplier shall give the Buyer or the Buyer's representative access to its premises and those of its sub-contractors and suppliers to the extent possible. It will provide the Buyer or the Buyer's representative all the resources needed to carry out its inspection. The Parties hereby agree that the above-mentioned right of access is limited to those areas of the Supplier's premises that are not subject to access restrictions due to their sensitive and/or confidential nature and shall not disrupt the Supplier's organization and operations.
- 6.3 If, any defect or non-compliance with an order is identified during an inspection it must be remedied by the Supplier without delay and/or according to the conditions agreed between the Parties, at its own expenses.
- 6.4 Inspections conducted by the Buyer including any action plan arising out of such inspections shall in no event affect the contractual delivery terms, the warranties and Supplier's liabilities in accordance with the Agreement.
7. PRICE – PAYMENT – INVOICING
- 7.1 Unless stated otherwise in the Agreement's contractual documents, the prices agreed by the Parties shall be deemed to be firm and non-adjustable and to include all applicable taxes, fees, withholdings and other duties, excluding VAT.
- Prices shall include all of the costs and expenses incurred by the Supplier in the provision of Supplies, including, if applicable, any licenses of use of intellectual property rights required to use said Supplies and/or to sell or transfer them, if applicable, as well as

any and all expenses incurred for travel to and from the Buyer's sites.

When the Supplies consist of product or equipment, prices are deemed to be Delivery Duty Paid (DDP) Incoterm® (ICC Edition 2020), unless stated otherwise in the order.

- 7.2 The applicable VAT shall be added at the time of invoicing in accordance with the regulations in force. The amount of VAT payable by the Buyer shall be stated separately on the invoices.
- 7.3 Unless stated otherwise, Supplier invoices shall be paid by check or bank transfer within thirty (30) days as from the receipt of the compliant invoice, unless a shorter payment period is required by law.
- 7.4 Where the Agreement provides for installment payments, the respective payments will only be made after receipt of an invoice accompanied by proof that the Supplies have been effectively performed (delivery note, acceptance certificate or any other supporting documents provided for in the Agreement).
- 7.5 Where the Buyer grants the Supplier an advance or down-payment on the amount of the Agreement, such payment must be covered by a first demand guarantee or any other type of guarantee agreed between the Parties.
- 7.6 Any payment is subject to an invoice in the Buyer's name. Supplier invoices must stipulate all of the information required by law and by the Buyer in the Agreement, including but not limited to the Buyer's order reference number, a detailed description of the Supplies, the date and number of the delivery note or acceptance certificate and the Supplier's intra-community identification number. Incomplete invoices will be rejected and returned to the Supplier.
- 7.7 After notifying the Supplier, and without the need for any other formalities, the Buyer shall by right be authorized to automatically offset any fungible, certain, liquid and payable receivables owed to the Buyer by the Supplier against any amounts due to the Supplier, regardless of the ground and without prejudice to §§ 387 and subs. BGB as well as other statutory exclusion of set-off
- 7.8 In the event of a late payment, the Supplier will be entitled to apply late payment penalties equal to the interest rate applied by the European Central Bank in its most recent main refinancing operations, as in force on the first day of the calendar half-year in progress when the late payment penalties start to run, plus nine percentage points, and a lump-sum penalty of forty (40) euro.
- 7.9 Subject to any mandatory legal provisions to the contrary, the Supplier shall not assign or otherwise transfer its receivables without the Buyer's prior written authorization.

8. WARRANTIES

- 8.1 The Supplier warrants that all Supplies will:
- be free from defects in design, materials, manufacture and workmanship, as far as the Supplier has caused them intentionally or negligently. The presumption for intent or negligence provided for in § 280 par. 1-2 BGB applies.
 - comply with the national, European and/or international standards approved by duly authorized organization, in particular the DIN standards, as well as the Buyer's instructions, standards and technical specifications;
 - respect all of the other specifications set out in the Agreement.
- 8.2 Unless provided otherwise in the Agreement, this warranty shall apply for a period of twenty-four (24) months as from the delivery date of the Supplies or, if applicable, as from the date of final acceptance certificate with no reservations by the Buyer, without prejudice to any relevant legal warranties.
- 8.3 Unless agreed otherwise by the Parties, the Supplier undertakes for the purposes of this warranty, at the request of the Buyer, (i) to intervene at the location agreed between the Parties within seven (7) business days of such request by the Buyer and to take any necessary remedial measures, and/or (ii) to repair and/or replace any non-compliant Supplies and/or carry out, at its sole expenses, any and all action required to render the Supplies compliant with the Agreement, within a maximum of twenty (20) business days of a request from the Buyer or following the return date of the non-compliant Supplies to the Supplier as the case may be. The Supplier shall bear any and all costs incurred by the Buyer as a result of the said defect or non-compliance, including but not limited to travel expenses for the Buyer's staff, costs associated with dismantling, assembling and shipping parts, and professional fees. Any modified, repaired or replaced Supplies shall automatically be covered by a new warranty period of twenty-four (24) months as from their date of modification, repair or replacement. Section 5.2 of these GTCP shall remain unaffected.

8.4 The provisions of this Section will not apply in the following cases:
(i) normal wear and tear, (ii) any use of the Supplies beyond the performance limits indicated in the Agreement, if applicable.

8.5 If after notification by the Buyer remained unsuccessful, the Supplier does not remedy the anomaly, faults or defects as provided for in Section 8.3 above, the Buyer reserves the right to carry out the aforementioned operations, either directly or via a third party, at the Supplier's costs and risks, and apply penalties of zero point five percent (0.5%) of the total amount (excluding VAT) of the non-compliant Supplies per workday of delay without exceeding five percent (5%) of the said amount.

9. INTELLECTUAL PROPERTY

9.1 Each Party shall remain the owner of the intellectual property rights which belong to it at the time of signature of the Agreement, in particular its patents, trademarks, models, copyrights and know-how ("IPR"). The signing of the Agreement does not entail any assignment of IPR from one Party to the other.

9.2 Any and all tooling, models, equipment, plans, specifications and any other information provided by the Buyer in connection with the Agreement shall remain the full and exclusive property of the Buyer and may only be used by the Supplier in performing the Agreement. Consequently, the Supplier undertakes not to offer or supply to any third party any parts made using the Buyer's tooling and equipment or based on the Buyer's models, plans, designs, specifications or conceptual data, except with the prior written approval of the Buyer.

9.3 When the Supplier's IPR are required to the Buyer for the purpose of using or of incorporating or for the development or marketing of products by the Buyer, the Supplier grants the Buyer a limited, non-exclusive, non-sub licensable (except to end-customers, affiliated companies and sub-contractors) license for such IPR.

9.4 The Supplier shall refrain from using, any intellectual property rights belonging to a third party for the execution of the Agreement, unless it first requests the Buyer's written permission and obtains a license to the said rights for the benefit of the Buyer. Any rights or royalties that may be due for such use shall be borne exclusively by the Supplier.

9.5 The Supplier represents and warrants that it possesses all rights, consents, licenses and authorizations necessary for the performance of its obligations hereunder.

The Supplier therefore hereby warrants Buyer against any action, claim or dispossession whatsoever, and in particular, that the Supplies do not misappropriate, nor constitute an infringement of any industrial or intellectual property rights held by a third party. Should the Supplier become aware of a third-party legal claim with regard to such rights (whether founded or not), for the purposes of the above warranty, the Supplier undertakes to relieve the Buyer of any liability and to cooperate and actively assist it in any legal proceedings, in particular by immediately and voluntarily intervening in said proceedings, or by taking the lead for the relevant procedure if it has not yet commenced. If the Supplier becomes aware of an out-of-court dispute made by a third party (whether founded or not), it undertakes to take the necessary measures to resolve the dispute with the third party concerned while keeping the Buyer informed of the situation.

The Supplier further undertakes to compensate the Buyer for any and all costs and damages that the Buyer may incur in relation to any such disputes.

9.6 If the Supplies can no longer be used as a result of claim or dispute for an intellectual property infringement or know-how's rights of a third party, the Supplier must, after consulting with the Buyer and at no additional cost or expense for the Buyer obtain the right for the Buyer to freely use the Supplies, or modify or replace the Supplies such that their use no longer constitutes an intellectual property infringement, without affecting the Supplies' compliance with the Agreement. Failing this, the Agreement shall be automatically terminated by the Buyer, without prejudice to any other rights.

9.7 Any patents, trademarks, registered designs or other industrial or intellectual property rights (including IT rights) paid for by the Buyer in connection with the performance of the Agreement shall be transferred to and become the property of the Buyer at the same time as such rights are created and paid. The Supplier shall carry out any and all formalities and sign any and all documents required for such transfer(s) to be effective.

10. TOOLING

All tooling made by the Supplier for the purpose of the order as well as all documentation (plans, designs, etc.) related to said tooling (paid for by the Buyer) shall be the property of and fully

available to the Buyer. At the Buyer's request, said tooling as well as the corresponding plans and designs must be presented to the Buyer for technical acceptance, stamping and registration.

In its role as the custodian of said tooling, the Supplier undertakes to take all necessary measures to enable the tooling to be identified and individualized as the property of the Buyer.

Throughout the performance of the Agreement, the Supplier shall be responsible for their use, their maintenance and for ensuring it remains in good working order. Unless provided for otherwise, the Supplier shall return the tooling to the Buyer at the Buyer's request. A copy of each tooling design prepared by the Supplier must be sent to the Buyer.

11. LIABILITY

The Supplier shall be liable for any and all direct and consequential tangible and intangible damages resulting from a breach of its obligations under the Agreement or a failure to perform such obligations provided that it has caused such breach of failure intentionally or negligently. Accordingly, the Supplier shall compensate the Buyer for any resulting loss, damage, consequences or costs.

The Supplier shall take all necessary measures to ensure that its sub-contractors and/or partners properly perform the Agreement and shall be held liable for any breach of Agreement or failure to perform by such sub-contractors and/or partners and for any resulting losses.

12. INSURANCE

The Supplier must be covered by all necessary insurance taken out with reputable insurance companies in an amount corresponding to its risks and liabilities under the Agreement. The Supplier undertakes to subscribe and maintain adequate insurance cover and to provide the Buyer with a copy of the insurance certificate issued by its insurer(s) stating the types of losses covered, the amounts payable per claim and the payment of the related premiums.

In particular, the Supplier must have general and professional liability insurance that covers, for the term of the Agreement:

- its professional activity in general;
- its activity at the sites involved in carrying out assignments for the Buyer;
- all types of injury or loss caused to third parties;
- any damage caused to assets owned by the Buyer and made available to the Supplier, while in the Supplier's possession.

The Supplier may not under any circumstances attempt to exclude or limit its liability by pleading existence of its insurance policies, insufficient cover or excess clauses or exclusions.

13. CONFIDENTIALITY

"**Confidential Information**" means all information, processes, know-how, ideas, specifications, and documentation which either Party may have imparted to the other relating to the Supplies or to the Services or to each Party's business and which relates to the subject matter of this Agreement and includes among others, the price, specifications, and the design of the Supplies, information relating to the personnel, policies, clientele or business strategies of either Party, and any information relating to the terms upon which the Supplies or the Services are to be sold under this Agreement. Notwithstanding the foregoing, any information pertaining to this Agreement shall not be considered Confidential Information when it (i) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party and continues to be held in confidence in accordance with the terms on which it was obtained; (ii) is or subsequently comes into the public domain through no fault or action or failure to act on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is independently developed by the receiving Party, for purposes other than the performance of the Agreement, and without the use of any Confidential Information of the disclosing Party.

The Parties shall refrain from disclosing and prevent their employees, agents or legal successors from revealing to any third party any Confidential Information regarding the other Party, without its prior written approval. Each Party shall use the Party's Confidential Information solely to perform this Agreement.

The provisions of this Section 13 will remain in force for a period of five (5) years from the date of termination of the Agreement.

- 14 **FORCE MAJEURE**
A Party shall not be liable for a delay in performance or a failure to perform its obligations under this Agreement in full or in part due to causes beyond its reasonable control and/or in the event of Force majeure. "**Force majeure**" means any existing or future cause that is beyond a Party's reasonable control or is unpredictable, including but not limited to acts of God, storms, fires, floods, earthquakes, national strikes, steelworks stoppages, raw materials shortages, embargos, prohibition of trade, sabotage, all epidemics and/or pandemics (such as Coronavirus), interference by civil or military authorities, regulations or orders by a governmental authority, acts of war (declared or undeclared) and hostilities. Force majeure does not include company strikes, lock-outs or any similar internal events, as well as any simple difficulties or delays in the supply of energy and raw materials.
The Party invoking a case of Force majeure must notify the other in writing within twenty-four (24) business hours specifying the cause and duration.
While the period of performance for a Party delayed by a case of Force majeure may be extended pro rata temporis, should such period last more than sixty (60) days the Party which has not declared an event of Force majeure may cancel the Agreement by written notice to the other Party at any time, without incurring any liability.
- 15 **COMPLIANCE WITH LAWS AND CODE OF ETHICS**
- 15.1 The Supplier hereby states that it does not participate and has not participated in the criminal offenses of undeclared employment, illegal sub-contracting or supply of workers, the employment of foreign workers without a residence permit or a work permit, human trafficking or trafficking foreign workers according to §§ 232, § 232b, 266a StGB and §§ 10, 10a, 11 SchwarzArbG.
- 15.2 The Supplier is required to take all reasonable measures which are usually applied in its sector to ensure that its work sites are safe, in particular with regards to the environment, hygiene, health and safety and working conditions, and must respect all of its obligations pursuant to the laws and regulations in force as well as those set out in the Buyer's internal regulations and risk prevention procedures that can at any time be requested from the Buyer. If any of these rules are not respected by the Supplier and/or any of its employees, the Buyer reserves the right to prohibit access to its site and to suspend the performance of the Agreement. The Supplier undertakes to replace any employee who fails to respect the rules within one (1) working day provided the concerned employees are supposed to work at the Buyer's premises. Failing this, the Buyer reserves the right to call on a third party to provide the Supplies, the costs of which shall be borne by the Supplier.
- 15.3 The Supplier undertakes to provide the Buyer with all of the information needed for risk prevention purposes (GefStoffV), including the list of the products that it intends to use in providing the Supplies. This information must be submitted prior to the performance of the Agreement.
The Supplier also undertakes to comply with and ensure compliance with the REACH regulation (Regulation EC 1907/2006) for products covered by the Agreement, in particular its Article 33, with the RoHS directive (Directive 2011/65/EU), with the EU Conflict Minerals Regulation (2017/821), and shall also communicate all information necessary to make a declaration on the SCIP database as set by the directive on waste (Directive EU 2018/851). Here, the term products is taken to mean all substances in their pure form and/or contained in the mixtures or blends in the Supplies that the Supplier uses or provides to the Buyer pursuant to the Agreement.
- 15.4 The Supplier must comply with all of the laws and regulations governing the import, export (including export control regulations if applicable), storage and use of the Supplies including any raw materials, software, documentation and related technical data included with or contained in such Supplies. It shall ensure that it has all of the valid licenses, permits, authorizations and/or approvals that it needs to comply with its obligations under the Agreement.
The Supplier shall be liable for any breach of this Section 15.4 committed intentionally or negligently by its parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors as well as by its successors and assigns.
- 15.5 Dedicated to sustainable and responsible commercial practices, Buyer and its group attach great importance to labor, competition, anti-corruption and money-laundering legislation and is a member of the United Nations Global Compact. Buyer requires that its Suppliers and their suppliers and customers comply with its Code of Ethics and maintain a corporate policy that respects the commitments of the United Nations Global Compact and its ten principles tied to Human Rights, Labor Laws (in particular the one related to child labor), the Environment and Anti-corruption. To find out more about the Global Compact Principles, visit the website at <http://www.unglobalcompact.org>. To read Buyer's Code of Ethics, visit the website at <https://www.mersen.com/group/ethics-and-compliance>.
- 15.6 The Supplier's failure to comply with the terms of this Section 15 shall constitute a material breach of the Agreement entitling Buyer to terminate these GTCP and any purchase order with immediate effect.
- 16 **SUB-CONTRACTING**
The Supplier shall not sub-contract all or part of the Agreement without the prior written authorization of the Buyer. Any sub-contractor(s) approved by the Buyer shall remain under the sole authority and responsibility of the Supplier, which shall remain fully liable toward the Buyer for the proper performance of the Agreement. The Supplier undertakes to include in its agreements with sub-contractors a requirement to respect all of the clauses of the Agreement, in particular concerning the right of inspection, data transfer requirements, compliance with the applicable laws and quality standards and the rights of recourse, including termination of the contractual relationship. The Supplier shall hold the Buyer harmless and be solely liable for any disputes that may arise between the Supplier and its sub-contractors.
- 17 **TERMINATION**
- 17.1 In addition to any rights or remedies under this Agreement, either Party shall have the right to terminate the Agreement immediately at any time by giving notice in writing to the other Party with effect from the date specified in the notice where (i) the other Party commits a material breach of any of its obligations under Section 15 or under this Agreement which could not be remedied; (ii) the other Party commits a material breach of any of its obligations under this Agreement which could be remedied but which was not remedied within thirty (30) calendar days of receipt of the written notice of the breach or if it is impossible to remedy the breach within thirty (30) days, the Parties will, in good faith, determine a reasonable period of time; or (iii) pursuant to Section 14 (Force Majeure).
- 17.2 The Buyer may elect to terminate the order without cause, upon thirty (30) calendar days prior written notice (letter or email) sent to the Supplier.
Upon receipt, the Supplier undertakes to cease all future production and to only proceed with ongoing order to terminate the Agreement.
The Buyer shall only pay for (i) any unpaid work previously delivered to Buyer or fully completed by the time the Supplier receives Buyer's notification of termination; (ii) reasonable evidenced costs for any work under progress at the time the Supplier receives Buyer's notification of termination (iii) costs for raw materials and services that were acquired to complete the work according to the agreed schedule and were not used at the time the Supplier received the Buyer's notice of termination, and which cannot be resold to its supplier or any third party, nor be used by the Supplier for itself or for other customers. The Buyer shall only reimburse Supplier upon communication of supporting documents. § 648 BGB shall remain unaffected.
In no event shall the Supplier receive an amount greater than the one it would have received in the event of full performance of the Agreement.
- 17.3 In the event of termination through the fault of the Supplier, the Buyer reserves the right, without prejudice to any other rights, to execute or have executed all or part of the non-conforming order by a supplier of its choice at the expense of the Supplier. Should this be the case, the Supplier undertakes to take all measures possible to communicate, at the Buyer's request, all of the documentation needed to enable the Buyer, or a third party designated by it to execute the order.
- 17.4 In all cases of termination for whatever reason, each Party remains bound to fulfil its contractual obligations up to the effective date of termination, without prejudice to any damages that the complaining Party may obtain as a result of a failure by the defaulting Party to fulfil its obligations specified in the Agreement.
- 18 **DATA PROTECTION**

Personal data provided will be collected and processed by the Parties in accordance with and subject to the provisions of the EU regulation 679/2016 and the Federal Data Protection Act (Bundesdatenschutzgesetz) in its latest version in force. The data provided by the Parties will be processed solely for contractual purposes and for the fulfillment of the related legal requirements. The data will be processed using both electronic and manual recording systems and all data stored in secure environments. Any data provided will be kept for as long as the commercial relationship is maintained, or for as many years as required by law. The data will be processed by each Party's employees and will not be transferred to any third parties except to comply with a legal obligation. Each Party will have the right to obtain confirmation as to whether or not personal data concerning it exists, regardless of whether it was already available, and to obtain that data in useable form. It will also have the right to be informed of the source of the personal data, of the purposes and methods of processing, of the logic applied to the processing, of the identification data concerning the data controller or entities to whom or which the personal data may be communicated; to obtain data that has been updated, rectified or integrated; to request the removal, anonymization or blocking of data that has been processed unlawfully; and to object to the processing of personal data. The Supplier can at any time request access to or the removal or correction of personal data by sending an e-mail to data-protection@mersen.com or letter to Mersen Corporate Services SAS, Data Protection Officer, Tour Eqho, 2 Avenue Gambetta, 92066 La Défense Cedex, France. The Supplier undertakes to provide the Buyer with, at the time of the order, the email address and the mailing address of its Data Protection Officer or the data protection department.

19 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by German law without regard to its conflicts of law. The application of the U.N. Convention on Contracts for the International Sale of Goods is expressly excluded by the Parties. The competent courts of Frankfurt am Main shall have exclusive jurisdiction for any disputes that may arise relating to the interpretation and/or performance of the Agreement, irrespective of any provisions to the contrary and even for cases involving multiple defendants or third-party claims.

20 MISCELLANEOUS

- 20.1 This Agreement embodies the entire understanding between the Parties and supersedes all previous related agreements, understandings or representations, both oral and in writing. All additions or amendments to this Agreement must be made in writing and signed by duly authorized representatives of both Parties, failing which they will be deemed null and void.
- 20.2 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together constitute one and the same agreement. An executed copy of the Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed legally enforceable as the original signed copy of the Agreement.
- 20.3 In the event that any one or several of the provisions contained herein are held to be invalid, illegal, or unenforceable for whatever reason, their invalidity, illegality or unenforceability will not affect any other provisions, and they will be deemed to be excluded from these GTCP.
- 20.4 Under no circumstances may a Party assign any of its rights, interests or obligations under the Agreement without the other Party's prior written approval. Notwithstanding the foregoing, the Buyer may assign any of its rights, interests or obligations to any of its affiliated companies.
- 20.5 The failure of a Party to enforce a provision, exercise a right or comply with the terms of this Agreement shall not be considered a waiver for the future.
- 20.6 The Parties' rights and obligations which by their meaning and context are intended to survive the termination or expiry of the Agreement shall so survive, including but not limited to Sections 8, 9, 10, 11, 12, 13, 15, 17, 18, 19 and 20.
- 20.7 The translation of these GTCP into any language other than German shall be deemed for courtesy purposes only. In the event of a discrepancy between the courtesy translation and the original German document, the latter shall prevail.