

## STANDARD TERMS AND CONDITIONS OF PURCHASE (GOODS AND/ OR SERVICES)

### 1. Definitions

In these Conditions, the following definitions apply:

- 1.1. **Applicable Law:** any law, act, secondary legislation, requirement (including any licence or permit requirement), ordinance, code, order, rule, decree, judicial decisions, resolution or regulation of any governmental authority or agency (national, federal, provincial, municipal, local or other) that is at any time applicable to the Supplier, the Contract, the Goods and Services or any part thereof, as amended from time to time
- 1.2. **Business Day:** (i) in respect of any payment obligation, a day other than a weekend or public holiday when banks generally are open for business in the capital city of the country in which the Goods are being supplied and the Services are being performed under that Contract; and (ii) in respect of any other obligations a day other than a weekend or public holiday in the region of the country in which the Goods are being supplied and the Services are being performed under that Contract.
- 1.3. **Contract Price:** the price payable by the Company for the supply of the Goods and/or Services in accordance with Condition 7.
- 1.4. **Conditions:** these terms and conditions as amended from time to time in accordance with Condition 14.6.
- 1.5. **Contract:** these Conditions, the Order and any other documents relating thereto and agreed between the Parties in writing as forming part of the Contract.
- 1.6. **Company:** means (*name*), a company duly incorporated and existing under the laws of (*place of incorporation*), with registered address at (address, city, country).
- 1.7. **Company Requirements:** means the Company's requirements or specifications for the Goods and/or Services as set out in the Order or as otherwise advised by the Company to the Supplier in writing.
- 1.8. **Company Property:** all materials, equipment and tools, samples, drawings, Specifications, and data that may be supplied by the Company to the Supplier.
- 1.9. **Deliverables:** all documents, products and materials developed by the Supplier or its agents, subcontractors and employees in relation to the Goods and/or Services in any form or media, including without limitation drawings, plans, diagrams, designs, pictures, data, specifications and reports (including drafts).
- 1.10. **Goods:** the goods (including any part or parts of them) specified in the Order and/or the Specification.
- 1.11. **in writing** or **written:** include fax and email unless the context provides otherwise.

- 1.12. **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
  - 1.13. **Order:** the Company's written instructions to purchase Goods and/or Services including without limitation a purchase order (in electronic or hard copy form), e-mail or fax requesting Goods and/or Services or any entry for Goods and/or Services in the Supplier's database or any other request for Goods and/or Services from the Company to the Supplier including a Specification (if any).
  - 1.14. **Party or Parties:** either the Company or the Supplier individually or collectively.
  - 1.15. **Services:** the services specified in the Order and/or Specification. The Services shall be deemed to include all ancillary and incidental advice and services as may be reasonably inferred by the Company as being included within the Services to ensure the Company Requirements are met or exceeded.
  - 1.16. **Specification:** the Company's description, specification or stipulation for the Goods and/or Services (including any related plans or drawings) notified in writing to the Supplier and annexed to the Order.
  - 1.17. **Supplier:** the person, company or firm from whom the Company purchases the Goods and/or Services, as described in the Order.
  - 1.18. **Supplier Code:** the Supplier Code of Conduct issued by the Company from time to time, a copy of which is available on request or from [www.germannaval.com](http://www.germannaval.com)
  - 1.19. **Terms:** the terms and conditions set out in the Contract including but not limited to these Conditions, the Order and any other document which the Parties agree form part of the Contract.
  - 1.20. **Warranty Period:** a period of 24 months from delivery of the Goods or such other period as the Parties may agree in the Order. In the event that the whole or any part of the Goods is repaired or replaced the Warranty Period for the Goods in question shall commence from the delivery of the replacement or repaired part to the Company by the Supplier.
- 2. Basis of contract**
- 2.1. The Terms are the only terms and conditions upon which the Company is prepared to deal with the Supplier and shall apply to the entire exclusion of any other terms that the Supplier may seek to impose or incorporate (whether issued before or after the Terms), or which would otherwise be implied by trade, custom, practice or course of dealing. If there is any contradiction between the Conditions and the Order, the Order and all Annexes shall prevail.

- 2.2. The Terms constitute the entire agreement between the Parties and supersede and extinguish any prior written or oral agreements, promises, arrangements, representations and understandings between the Parties relating to the subject matter of the Contract. So far as permitted by Applicable Law, the Parties confirm that they have not entered into the Contract on the basis of any representation other than as expressly incorporated into the Terms.
- 2.3. Each Order constitutes an offer by the Company to purchase Goods and/or Services (as the case may be) in accordance with the Contract. The Contract is concluded when, within the period provided for in the Order or, if no such period is provided for, within a period of 14 calendar days from the date of the written Order, the Order is received by the Company without any changes in content and signed by the Supplier in a legally binding manner. In the case of a non-binding offer the Company shall be entitled to notify the Supplier that it is withdrawing an Order at any time prior to its acceptance without incurring any liability to the Supplier. If the Supplier rejects an Order in writing, it may not subsequently accept it unless the Company confirms that the Order remains valid.
- 2.4. All Orders shall be subject to the Terms, unless the Company and the Supplier expressly agree otherwise in writing. In accepting any Order, the Supplier shall be deemed to acknowledge and accept the Terms as being the only terms and conditions applicable to that Contract.

### **3. Terms Applicable to the Supply of Goods and Services**

- 3.1. The Supplier shall provide the Goods and/or Services (as applicable) to the Company in accordance with the Contract.
- 3.2. The Supplier shall provide the Goods and/or Services on the dates and in such manner as may be specified by the Terms. The dates of delivery of the Goods and Services specified in the Terms are a condition to and of the essence of the Contract.
- 3.3. Without prejudice to any rights of the Company the Supplier shall notify the Company as soon as it becomes aware that it may be unable to meet any time for delivery of the Goods or supply of the Services and advise the Company of the earliest possible date that can be met.
- 3.4. In providing the Goods and/or Services, the Supplier shall:
  - 3.4.1. co-operate with the Company in all matters relating to the Goods and/or Services, and comply with all reasonable instructions of the Company;
  - 3.4.2. ensure that the Goods and/or Services (and the Deliverables) conform with all descriptions and specifications set out in the relevant Specification, and are generally fit for the agreed purpose;
  - 3.4.3. be responsible for providing, at its own cost and expense all equipment, tools and vehicles and such other items, including consumables, as are required to perform its obligations under the Contract;
  - 3.4.4. obtain and at all times maintain all necessary licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract, and comply with all Applicable Laws;

- 3.4.5. maintain and ensure compliance with a comprehensive health and safety and environmental policy and observe all health and safety and environmental protection instructions, rules and regulations and any other security requirements that may apply at any of the Company's premises;
  - 3.4.6. hold all Company Property confidentially in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose or use the Company Property other than in accordance with the Company's written instructions or authorisation;
  - 3.4.7. not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 3.4.8. not engage subcontractors (other than those set out in the Contract) to provide any part of the Services exceeding a value of 20.000€ without the express prior written consent of the Company. The Supplier shall procure that any subcontractors that it engages are aware of and comply with the Terms and, for the avoidance of doubt, the Supplier shall be responsible to the Company for the acts and omissions of its subcontractors as if they were the acts of Supplier; and
  - 3.4.9. comply with all Applicable Laws relating to export controls (including but not limited to German, European and US (re-)export control law as applicable). The Supplier shall be responsible without limitation and at its own expense for the timely procurement of all the applicable official permits, approvals, authorisation or licenses required for the execution of the Contract. The Supplier shall provide the Company with a copy of any export permits required for delivery of the Goods and/or Services. If part or all of the Goods and/ or Services to be supplied are subject to any export control regulations or laws, the Supplier shall notify the Company of such regulations or laws forthwith. Information regarding export control regulations must be clearly stated on all delivery notes. In addition to the classification under export control law (according to German and EU law, if applicable according to US law), this also includes the indication of any export permits or exemptions from permits or other export control restrictions which have been claimed.
- 3.5. If and to the extent that any Intellectual Property Rights are necessary to allow the Company the free and unfettered right to utilise and exploit any Goods or Services (or the product of such Services, as the case may be) supplied by the Supplier, the Supplier shall procure that an irrevocable, global, for full exploitation, royalty free licence in respect of such Intellectual Property Rights shall be granted to the Company (for the benefit of the Company, its successors in title and any person to whom such Goods and Services may be transferred or sold in whole or in part) no later than the date of delivery to the Company in the case of Goods or the date of performance in case of Services provided to the Company.
- 3.6. In the case of any third party claims, suits or actions relating to the infringement or alleged infringement of any Intellectual Property Rights of a third party in relation to the Goods or the Services or any part or item thereof, the Supplier shall defend, fully support the Company in defending, fully

indemnify and hold harmless the Company, its agents, successors and assigns, against any and all such claims, suits or actions and respective costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which may be incurred as a result of any alleged or proven infringement.

- 3.7. The Supplier shall comply with all the Company's requirements for quality assurance and quality management as set out in the Order and shall ensure that the Goods or Services are supplied or rendered, as the case may be, in accordance said requirements.

#### **4. Terms Specific to the Supply of Goods**

- 4.1. Delivery of the Goods shall take place in accordance with the instructions of the Company whether given in the Order or elsewhere in the Contract. The Supplier shall procure that each delivery must be clearly marked in accordance with the Specification and/or the Order and regardless of whatever other markings may be specified each delivery shall be marked with the Order number and date.
- 4.2. The Company shall not be obliged to accept Goods which vary from those specified in the relevant Order. The Supplier shall ensure the Goods are properly packed and secured in a manner as to reach their destination undamaged, in good condition.
- 4.3. Title to the Goods will, if not agreed otherwise, pass to the Company on acceptance of the Goods following delivery. Neither the Supplier nor any other person shall be entitled to retain title to the Goods after acceptance and any such provision which the Supplier or any other person may purport to apply shall be ineffective and the Supplier hereby irrevocably waives any rights it might have pursuant to such a provision or otherwise.
- 4.4. Risk in the Goods is assumed by the Supplier (including risk for and during transport) until acceptance of the Goods by the Company. Any returns shall be on the account and at the risk of the Supplier.
- 4.5. The Supplier shall take out insurance in relation to:
  - 4.5.1. loss and damage to the Goods up to the point of transfer of title;
  - 4.5.2. injury to persons or property caused by the activities of the Supplier, its employees or subcontractors in relation to the Contract;
  - 4.5.3. in case that for the performance of the Contract, the presence of the Company's employees, subcontractors, or agents is necessary on the site(s) of the Company or other designated sites, employers' liability insurance and public liability insurance commensurate with the exposure potential for loss of or damage to property of the Company or death of or injury to persons and up to such amounts as the Company may request from the Supplier and the Supplier shall use all reasonable endeavours to procure that there is a full waiver of subrogation under each such insurance policy in favour of the Company, its affiliates and employees and, if the Company so requests from the Supplier, the latter shall assign to the Company the benefits of such insurance;
  - 4.5.4. product liability;

all with appropriate insured amounts and other terms as agreed by the Company

- 4.6. The Supplier warrants as at the time of delivery and for the Warranty Period to the Company that the Goods and their packaging and labelling will:
  - 4.6.1. conform with the Specification and/or the Order and/or any other written instructions provided by the Company;
  - 4.6.2. be of satisfactory quality, fit for their purpose, free of defects, patent or latent, in material and/or workmanship and/or design;
  - 4.6.3. comply with all Applicable Laws and applicable industry codes and codes of practice;
  - 4.6.4. shall be free from all liens, security interests and encumbrances of any nature whatsoever;
  - 4.6.5. not infringe the Intellectual Property Rights of any third parties, or any other rights whatsoever (whether registered or unregistered); and
  - 4.6.6. be accompanied with accurate, complete and comprehensible instructions (in English or any other language requested by the Company) for the treatment, assembly, use and/or storage of the Goods.
- 4.7. Without limiting the Company's other rights or remedies under the Contract (or otherwise) if:
  - 4.7.1. the Company gives notice in writing within the Warranty Period that some or all of the Goods do not comply with the obligations set out in Condition 4.6 above;
  - 4.7.2. the Supplier shall be given a reasonable opportunity to examine such Goods;
  - 4.7.3. the Company shall be entitled to require the Supplier to promptly remove such Goods from its premises if it reasonably considers that they constitute a risk to health, safety or the environment;
  - 4.7.4. the Supplier shall, at the Company's option, promptly repair or replace the defective Goods. In the event that the Supplier fails to repair or replace the defective Goods in accordance with the Company's written request to do so, the Company may, in addition to any other remedies which may be available to it under the provisions of the German law, at its discretion, elect (i) to repair the Goods itself, in which case the Supplier shall immediately refund the Company the total repair cost or(ii) to rescind the Contract as regards the defective Goods, in which case the Supplier shall be obliged to immediately refund the Company the price of the defective Goods in full plus interest for the period and at the rate as applicable under the German laws.
- 4.8. The Supplier shall immediately notify the Company in writing all the relevant details if the Supplier discovers that there is:
  - 4.8.1. a defect in the Goods which have been delivered to the Company at any time or any error or omission in the instructions for the use and/or assembly of the Goods which causes or may cause any risk of death, injury, damage to property, damage to the environment or loss of reputation; or



4.8.2. any reason to believe that the Goods do not conform with any Applicable Laws and applicable industry codes and codes of practice.

## **5. Company remedies**

- 5.1. If the Supplier fails to perform the Contract in whole or in part including but not limited to failing to perform the Services and/or deliver the Goods by the applicable dates, or if Goods are supplied in breach of the obligations in Condition 4.6 above and the Supplier fails to remedy the breach (if capable of remedy) within 28 days, then, the Company shall, without limiting its other rights or remedies under the Contract and/or the Applicable Laws, have one or more of the following remedies:
- 5.1.1. withdraw from the Contract or suspend it in whole or in part and with immediate effect by giving written notice to the supplier
  - 5.1.2. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 5.1.3. to reject the Goods (in whole or in part) and return them to the Supplier or require the Supplier to promptly take them away, in each case at the Supplier's sole cost and expense;
  - 5.1.4. to recover from the Supplier any additional costs incurred by the Company in obtaining substitute goods and/or services from a third party;
  - 5.1.5. where the Company has paid in advance for Goods and/or Services that have not been delivered or provided (as applicable) by the Supplier, to have such sums forthwith refunded by the Supplier; and/or
  - 5.1.6. claim damages for any such additional costs, loss or expenses reasonably incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Terms.
- 5.2. These Conditions shall extend to any substituted or remedial Goods and/or Services supplied or provided (as applicable) by the Supplier.
- 5.3. The Company's rights under the Contract are in addition to its rights and remedies provided for by Applicable Law.

## **6. Company's obligations**

The Company shall provide the Supplier with:

- 6.1. such reasonable access at reasonable times to the Company's premises and delivery location for the purpose of supplying the Goods and/or Services, provided that the Supplier shall comply with the site rules at each such location that relate to health, safety and the environment; and
- 6.2. such information as the Supplier may reasonably request in writing as may be reasonably required by the Supplier for the purpose of providing the Services and/or the Goods.

## **7. Contract Price and payment**

- 7.1. The Contract Price for the Services and/or Goods shall be set out in the relevant Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance and/or delivery of the Services and/or Goods.

- 7.2. Unless otherwise agreed in writing and signed by an applicable authorised signatory of the Company, the Contract Price shall be deemed to represent the only liability of the Company for every cost and expense of the Supplier directly or indirectly incurred in connection with the performance and/or delivery of the Services and/or Goods. For the avoidance of doubt the Supplier shall be solely responsible for paying any amounts due to its subcontractors.
- 7.3. The Supplier shall invoice the Company on completion of the Services or on or after delivery of the Goods, or otherwise at such intervals or milestones as the parties may agree in writing in the Contract. Each invoice shall be of an auditable form, in accordance with the Applicable Laws and generally accepted accounting principles and the specific Company requirements including but not limited to all supporting information as may be reasonably required by the Company to verify the accuracy of the invoice, including but not limited to the relevant purchase order number. The invoice shall be sent to the Company's billing address referred to in the Order.
- 7.4. In consideration of the supply of the Goods and/or Services by the Supplier, the Company shall, unless expressly stated otherwise by the Company in the Order, within 30 days from receipt of a correctly rendered invoice pay the invoiced amounts (subject to any set-off in accordance with Condition 7.9) to the bank account set out in the Contract, or any other bank account nominated in writing by the Supplier. The currency of payment shall be the currency specified in the Order. If and to the extent that the supply of Goods and Services by the Supplier attracts a Supplier liability for the payment of any value added tax, the Supplier shall be entitled to add such value added tax to its invoice and such sum shall be payable by the Company provided that the Supplier provides such information and written evidence to support the validity of such value added tax as the Company may reasonably request.
- 7.5. If the Company is required by Applicable Law to make any withholding when it pays any sum due under a given invoice to the Supplier, the Company shall have no liability to gross up the amount that it pays to the Supplier.
- 7.6. The Supplier shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the supply of Goods and/or Services.
- 7.7. The Supplier shall maintain complete and accurate records of the time spent by the Supplier in providing the Services and shall allow the Company to inspect such records at all reasonable times on request.
- 7.8. The Company may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7.9. The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods the title thereon or any other property, in respect of any sums owed by the Company to the Supplier under the Contract or otherwise.



## 8. Liability

The parties shall be liable to each other within the framework of the statutory provisions, unless otherwise agreed.

## 9. Confidentiality

- 9.1. Each Party undertakes that it shall keep and procure to be kept secret and confidential the terms of the Contract and all information disclosed or obtained as a result of the relationship of the Parties under the Contract including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives and it shall not disclose to any person such confidential information except as permitted by Condition 9.2 below.
- 9.2. Each Party may disclose the other Party's confidential information to: (a) its employees, officers, representatives or advisers; and (b) the employees, officers, representatives or advisers of any affiliated company who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each Party shall ensure that its employees, officers, representatives or advisers and those employees, officers, representatives or advisers of any affiliated company to whom it discloses the other party's confidential information comply with this Condition 9; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 9.4. This Condition 9 shall survive termination of the Contract for a period of five (5) years.

## 10. Termination

- 10.1. Without limiting its other rights or remedies, a Party (the "**Non-defaulting Party**") may terminate the Contract with immediate effect by giving the other Party (the "**Defaulting Party**") written notice if:
  - 10.1.1. the Defaulting Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of receipt of notice in writing to do so;
  - 10.1.2. the Defaulting Party suffers any bankruptcy or insolvency event (including the appointment of any liquidator, receiver, administrator or similar officer in respect of the Defaulting Party or any of its assets; any resolution is passed, proceedings filed (unless opposed in good faith) or order made for the liquidation, receivership, administration, bankruptcy, winding-up or dissolution of the Defaulting Party; the Defaulting Party enters into any compromise or arrangement with its creditors; or any analogous event under the laws of any applicable jurisdiction);
  - 10.1.3. the Supplier's financial position deteriorates to such an extent that in the Company's reasonable opinion the Supplier's capacity to adequately fulfil its obligations under the Contract has been placed in

jeopardy and following notice of the same the Supplier (who shall be deemed to be a Defaulting Party in this circumstance) has failed to provide the Company with sufficient comfort regarding the same;

- 10.1.4. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 10.2. Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at the date of termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect even after such termination.

## **11. Consequences of termination**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company Property. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract. The Supplier is entitled to proportionate payment of the Contract Price for any and all Deliverables that have been performed completely and in accordance with the Contract. The Company's right to claim for compensation for expenses and damages shall remain unaffected

## **12. Force majeure**

- 12.1. Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure is directly caused or directly results from events, circumstances or causes beyond its reasonable control including but not limited to war, riots, fire, earthquakes, floods, contagion, epidemics and a nation-wide strike, against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts (a "**Force Majeure Event**"), provided that lack of money shall not entitle a Party to claim relief pursuant to this Condition 12.1.. This includes the following events: War, riots, fire, earthquakes, floods, contagion, epidemics and a nation-wide strike.
- 12.2. A Party seeking to rely on Condition 12.1 shall notify the other Party immediately after becoming aware of the occurrence of any Force Majeure Event affecting or likely to affect the performance of its obligations and use all reasonable endeavours to mitigate the effect of such Force Majeure Event.
- 12.3. If a Force Majeure Event prevents, hinders or delays a Party's performance of its obligations for a continuous period of more than twenty eight (28) Business Days, the other Party may terminate this Contract immediately by giving written notice to the Party subject to the Force Majeure Event.

## **13. Supplier Code of Conduct**

- 13.1. The Supplier hereby confirms that (a) it has familiarized itself with and understood the Supplier Code and acknowledges and accepts its contents; and (b) it has duly noted that compliance with the Supplier Code is an

essential pre-requisite for maintaining business relationships with the Company.

- 13.2. The Supplier hereby agrees and undertakes:
  - 13.2.1. at all times during the performance of its obligations under the Contract and as long as he maintains business relations of any nature with the Company, to behave ethically and to respect and fully comply with the principles of professional behaviour enshrined and the requirements contained in the Supplier Code;
  - 13.2.2. to effectively communicate the contents of the Supplier Code to all its employees, managers, directors, parent, subsidiary and affiliated entities as well as its suppliers, subcontractors and agents and to procure that they do also adhere to and comply with the principles and requirements of the Supplier Code; and
  - 13.2.3. [to monitor the Company's website and always familiarize itself with the current version of the Supplier Code]
- 13.3. Failure by the Supplier to comply with the Supplier Code is considered a material breach of Contract and may lead, at the discretion of the Company, to termination of the Contract, disqualification of the Supplier as a Company's supplier and reporting to the relevant competent authorities.

#### 14. General

- 14.1. **Assignment and other dealings:** The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 14.2. **Severance:** If any provision of the Contract is or becomes, in whole or in part, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any modification to or deletion of a provision or part thereof under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 14.3. **Waiver:** A waiver of any right or remedy under the Contract or Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4. **No partnership or agency:** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 14.5. **Third parties:** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 14.6. **Variation:** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company and the Supplier.
- 14.7. **Governing law:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the substantive laws of Germany excluding any conflict of law rules and further excluding the convention of the United Nations on contracts concerning the international sale of goods.
- 14.8. **Dispute Resolution:**
- 14.8.1. The Parties agree to use all their respective reasonable endeavours to resolve any disputes relating to the interpretation, application, implementation, or termination of the Contract including any question regarding its existence, validity or termination, or any non-contractual obligation arising out or in connection with the Contract (a "Dispute") for a period of not less than 20 (twenty) Business Days prior to taking any action to refer a Dispute to the formal dispute resolution procedures set out in the remainder of this Condition 14.8.1.
- 14.8.2. In the event that the Parties are unable to resolve a Dispute in accordance with Condition 14.8.1, either Party may refer such Dispute, to the competent courts of Kiel, Germany.
- 14.9. **Date and Revision:** Revision 0, dated 27.01.2020