

General Terms and Conditions of Purchase for Direct Material

1. Interpretation and definitions

In these Conditions, the following words shall have the following meanings:

“RAUFOSS”: Raufoss Development AS and its affiliated companies Raufoss Technology AS (“Norway”), Raufoss Automotive Components (Suzhou) Co., Ltd (“China”) and Raufoss Automotive Components Canada Inc. (“Canada”), Raufoss Automotive Components Mexico S.A de C.V. (“Mexico”), and Vtzi SAS (“France”), collectively Raufoss Group (“RAUFOSS”)

“Buyer”: The Company from RAUFOSS appearing on the front sheet of the SOURCING AGREEMENT as the Supplier’s contractual partner.

The **“Contract”** between Buyer and Supplier contains the Sourcing Agreement with attachments (including these GT&C and is the basis for Buyer’s Purchase Orders

The **“Sourcing Agreement”** (“SA”): is the signed agreement between the Buyer and Supplier and is the product specific part of the Contract.

“Goods”: any deliverables, such as - but not limited to - goods, equipment or raw materials, agreed in the Contract to be purchased by the Buyer from the Supplier (including any part or parts of them).

“GT&C”: the General Terms and Conditions for Purchase of the Buyer attached to the SA. .

“Purchase Order”: the Buyer’s written instruction based on the SA to supply an amount of the Goods or Services in the form of the Buyer’s standard Purchase Order, delivery schedules, call-offs etc.

“Provided Materials”: means all materials provided by the Buyer to the Supplier for use in the manufacture of Goods, or the provision of Services, such as - but not limited to - equipment, devices, components, tools, models, samples, measuring and testing equipment, construction documents, drawings, specifications, data and similar items.

“Related Company”: any company in the Raufoss Technology group as stated in the SA

“Services”: the services (if any) agreed in the Contract to be purchased by the Buyer from the Supplier.

The **“Supplier”** is the person, firm or company who has signed the SA and to whom the Purchase Order is addressed.

2. General

2.1 This GT&C sets forth the exclusive terms and conditions under which Supplier will sell and Buyer will make Purchase Orders for the purchase of the Goods or Services.as defined in the SA and/ or in the Purchase Orders.

2.2 This GT&C and the SA with attachments constituting the Contract contain the entire agreement between Supplier and Buyer with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. Deviations to the SA or this GT&C may be made only in writing. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of Purchase Order, specification or similar document will form part of the Contract, whether the Buyer explicitly objects the terms or conditions or not, and the Supplier waives any right which it otherwise might have to rely on such terms and conditions. In case of a reference by the Buyer to documents, which contain or refer to Supplier's terms and conditions, such reference shall not be construed as an agreement to the Supplier's terms and conditions

2.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2.4 Words in the singular include the plural and in the plural include the singular.

2.5 Headings do not affect the interpretation of these GT&C.

2.6 The written form requirement under this GT&C shall also be satisfied by EDI (electronic data interchange), facsimile or e-mail.

3. Purchase Order

3.1 Buyer shall only be bound by written Purchase Orders, Amendments and supplementations must be in written form to be effective.

3.2 The Purchase Order is an instruction to Supply the Goods and Services at the price and timeframe agreed in the SA

3.3 The written form requirement under this GT&C shall also be satisfied by EDI (electronic data interchange), or e-mail.

3.5 If the Supplier is unable to perform according to a Purchase Order, he shall immediately notify the Buyer.

3.6 Subcontracting

Supplier will not subcontract any of its obligations without the prior written consent of Buyer. Such consent does not release Supplier from any of its obligations.

4. Pricing

4.1 The price of the Goods or Services, payment terms and delivery shall be as stated in the Purchase Order and in conformity with the SA and unless otherwise agreed in writing by the Buyer shall be inclusive of Value Added and any other Tax. Details concerning delivery, packaging material, packing, shipping, carriage, insurance and all other charges, if any will be specified in the SA and/or in separate documents .

4.2 No variation in the price or extra charges will be accepted by the Buyer. The Supplier is also not entitled to unilateral price increases in long term delivery periods or in case of continuing obligations.

4.3 Invoices must be issued in the currency stated in the Purchase Order and all invoices must be submitted on or after the date of delivery of the Goods or Services

4.4 All taxes, fees and other charges due in connection with the transactions are defined for in the SA and/or on the Purchase Orders.

4.5 Without prejudice to any other right or remedy, the Buyer reserves the right to set-off any amount owing at any time from the Supplier to the Buyer against any amount payable by the Buyer to the Supplier under the Contract.

4.6 Buyer and Supplier will use their best efforts to continuously implement cost savings and productivity improvements in order to reduce Supplier's costs, with the understanding that such savings (after financing) will be shared as follows:

- a. Savings resulting from proposals from Supplier resulting in reduction in Supplier's costs of the Goods or Services shall be 50% for the benefit of the Buyer.
- b. Savings resulting from proposals from the Buyer resulting in reduction in Supplier's costs of the Good and Services shall be for the benefit of the Buyer.
- c. Supplier will assure that the Goods and Services remain competitive in terms of price, technology, service, design and quality with similar goods available to Buyer.

5. Stock of Goods

5.1 The Supplier shall be aware that number and volume of the Sourcing Agreement, the Purchase Orders and/or of any delivery schedules / call offs may vary and may as well be reduced to zero at any time and without prior notice, without the Buyer being obliged to buy and pay for further Goods, subject to Section 5.2. If the initial request refers to any number of pieces, this must not be interpreted as a forecast in the terms of Section 5.2, and is not be intended to have any legally binding effect in this respect to the Buyer; it rather shall only be a prognosis without any obligation for the Buyer. Delivery schedule forecasts are not binding and establish – except as provided in Section 5.2– no basis for claims.

5.2 However, the serial Supplier is allowed to keep in stock Goods to the extent of the forecast in Purchase Order or delivery schedules / call offs for the next month and raw material to the extent for the next 2 (two) months to ensure an uninterrupted supply chain if not otherwise agreed upon in separate logistics agreements with the buyer. If in a month Buyer's Purchase Order and/or his delivery schedules /call offs do not correspond with any given forecast or prognosis, the Supplier have to adjust the production of Goods and his purchase of raw material accordingly.

5.3 If the Buyer stops issuing further Purchase Order and / or any delivery schedules / call offs, Buyer is obliged to purchase from Supplier the products mentioned in Section 5.2 at the currently applicable prices and the raw materials mentioned in Section 5.2 at the proven purchase price, but not above the market price.

5.4 An obligation on the Buyer's part to take delivery and to pay under Section 5.2 shall not exist, if the Buyer stops issuing further delivery requests while being entitled to terminate the SA without notice

6. Shipping billing

The Supplier shall package and deliver/ship goods in accordance with Buyers specifications in the SA and/or in Buyers Packaging instructions

7. Delivery schedules

7.1 Deliveries shall be made both in quantities and at times specified in Buyer's Purchase Orders and/or his delivery schedules.

Buyer may for operational reasons change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price for Goods or Services.

7.2 Supplier cannot suspend deliveries if alleged non-payment of invoices is due to Buyer's declaration of set-off.-

7.3 The date and time (if applicable) for delivery of the Goods or Services shall be as specified in the Purchase Order and/or in delivery schedules. If circumstances arise or are observable which make delivery on time unlikely, the Supplier shall inform the Buyer immediately in writing.

7.4 The Supplier shall ensure that each delivery is accompanied by documents as specified in the SA, Purchase Orders or other agreements made with the Supplier as the case may be .

7.5 If the Goods are delivered to the Buyer in excess of the quantities specified in Purchase Ordered and/or delivery schedules, the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will, on Buyer's request, be returnable at the Supplier's expense.

7.6 In case of a delay of delivery, failure to comply with the Purchase Order and /or the delivery schedules, the Buyer is entitled to compensation for any damages, losses, costs and expenses incurred by the Buyer from the delay.

8. Premium shipments

If Supplier's acts or omissions result in Supplier's failure to meet Buyer's Purchase Order and/or his delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Supplier shall, at Buyer's option

- a. promptly reimburse Buyer for the difference in cost between the more expeditious method and the original method of transportation,
- b. ship the goods as expeditiously as possible at Supplier's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

9. Changes required by Buyer

Buyer reserves the right at any time to direct changes, or cause Supplier to make changes to the Goods and Services or to otherwise change the scope of the work covered by the Contract including work with respect to such matters as inspection, testing or quality control, and Supplier agrees to promptly make such changes.

The Supplier will promptly notify Buyer in written if a change will affect cost and timing and proved substantiation of the claim. Any difference in costs or time for performance resulting, from such changes shall be equitably adjusted by Buyer after receipt and approval of documentation in such form and detail as Buyer may direct.

The Supplier may not make any changes to the Goods and Services without Buyer's written consent.

10. Late deliveries

The Supplier is required to notify Buyer in writing immediately if there is any reason to believe that the time of delivery agreed upon cannot be met. Such notification shall state the reason as well as the probable length of the delay. The Supplier is responsible for all direct and potential indirect losses that Buyer suffers and that could have been avoided if the Supplier had informed Buyer in due time or if Supplier is unable to resume deliveries according to schedules within a reasonable time.

In case of a delay of delivery, failure to comply with the delivery schedules or shipping requirements the Buyer is entitled to compensation for any damages, losses, costs and expenses incurred.

11. Force majeure

Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour equipment or transportation, or court injunction or Purchase Order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party without undue delay. During the period of such delay or failure to perform by Supplier, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier, or have Supplier provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in the Contract. If requested by Buyer, Supplier shall, without undue delay provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Supplier does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately terminate the Contract without liability.

12. Deliver of Non-conforming Goods and Services. Warranty

Supplier warrants and guarantees that the Goods and Services covered by the Contract will conform to all specifications, drawings, samples, descriptions and quality standards

- a. furnished by Buyer, or
- b. furnished by Supplier and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from defects.

In addition, Supplier acknowledges that Supplier knows of Buyer's intended use of the goods covered by the Contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Supplier based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in the Contract, the duration of the warranty provided by Supplier to Buyer for the goods will begin on the date of receipt of the goods by Buyer and end on the later of

- a. the date of expiration of any warranty period provided under applicable law for the goods,
- b. expiration of any warranty applicable to the goods provided by Buyer to Buyer's customer for the vehicle into which the goods are incorporated, or

the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Contract, including in Buyer's technical specifications or quality standards. Buyer is under no obligation to inspect incoming Goods and Services and Supplier waives any requirement that Buyer performs such inspection. Payment of non-confirming Goods or Services does not constitute acceptance of the delivery and does not impair Buyer's right to assert any remedy against defects including latent defects.

13. Transfer of Risk and Title

Transfer of risk takes place according to delivery terms (Incoterms latest edition) as specified in SA Transfer of title, free and clear of any liens, claims, encumbrances, interests or other rights, shall take place simultaneously with the transfer of the risk.

14. Insolvency

Buyer may immediately terminate the Contract without liability to Supplier in any of the following or any other comparable events:

- a. insolvency of the Supplier,
- b. filing of a voluntary petition in bankruptcy by Supplier,
- c. filing of any involuntary petition in bankruptcy against Supplier,
- d. appointment of a receiver or trustee for Supplier, or
- e. Execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

15. Termination for Cause

Buyer may terminate all or any part of the SA including Purchase Orders in process and Goods already delivered, without liability to Supplier, if Supplier

- a. Breaches any term of the SA (including, without limitation, Supplier's warranties);
- b. States its intention not to perform or otherwise rejects its obligations under the Contract; or
- c. fails to make progress in performance so as to endanger timely and proper completion of services or delivery of goods under the Contract; provided, however, that if any failure or breach under the foregoing (a) through (c) is curable,

Buyer will provide Supplier an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 10 –ten days after Buyer provides notice of the failure or breach to Supplier. In addition, Buyer may terminate the Contract upon giving at least 60 –sixty- days' notice to Supplier, without liability to Supplier, if a direct or indirect change in control or ownership of Supplier occurs without Buyer's prior written consent.

16. Termination for Convenience

In addition to any other rights of Buyer to terminate the Contract, Buyer may, at its option, terminate all or any part of the Contract before the expiration date set forth in the Contract, at any time and for any reason, by giving written notice to Supplier. Supplier cannot terminate at its option. In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Supplier only the following amounts, without duplication:

- a. the contract price for all goods and services that have been completed in accordance with the Contract and not previously paid for; and
- b. the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the goods or services under the Contract, to the extent such costs are reasonable in amount and are properly allocable or apportion-able under generally accepted accounting principles to the terminated portion of the Contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer's written consent and the cost of any damaged or destroyed goods or material. Supplier will promptly make available for delivery to Buyer, as specified by Buyer, any goods completed but not delivered as of the time of Buyer's termination hereunder.

The Buyer will be liable for costs only to the extent any work-in process and raw materials were required to complete quantities to be delivered in accordance with the Buyer's Purchase Orders and/or his delivery schedules.

Any request for payment submitted to Buyer under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information as Buyer may request. Any request for payment under this Section must be in writing and include, without limitation, a statement setting forth the contract price for the goods or services, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of the Contract, and any other supporting documentation reasonably requested by Buyer. Any amount otherwise due to Supplier pursuant to this Section will be reduced by any amount owed by Supplier to Buyer under the Contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under the Contract or applicable law. Notwithstanding any other provision of the Contract, Buyer will make no payments under this Section for finished goods, services, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorized in Buyer's delivery schedules or any undelivered goods that are in Supplier's standard stock or that are readily marketable. Further, any payments made under this Section will not exceed the aggregate price payable by Buyer for finished goods or services that would have been produced or performed by Supplier under Buyer's delivery schedules outstanding at the date of termination. Except as expressly provided in this Section, Buyer will not be liable for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, overhead, interest on claims, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of the Contract. The payment specified in this Section is Supplier's sole remedy for termination of the Contract under this Section.

17. Intellectual property

Supplier warrants that;

- a. No article, machine, Product, component, material, Goods or Services provided or used by Supplier shall be a misuse or misappropriation of any trade secret or infringe any patent, copyright, trademark, industrial design right or other proprietary right not owned or controlled by Supplier, and that neither the normally anticipated uses thereof by Buyer, nor any specified methods of using same known by Supplier to be contemplated by Buyer, will infringe any patent, copyright, trademark, industrial design right or other proprietary right;
- b. supplier shall defend and indemnify Buyer, its subsidiaries, associated entities and customers against (and hold it and them free and harmless from) any claim, judgment, decree, cost or expense it or they may suffer or incur (including attorney's fees and other expenses) resulting from, incident to, or arising from any misuse or misappropriation of any trade secret or infringement or claim of infringement of any patent, copyright, trademark, industrial design right or other proprietary right relating to any articles, machines, Products, components, materials or services provided or used by Supplier in the design, manufacture or sale of Products or services, including any and all claims in which Supplier has provided only a part of the Products or services. Supplier expressly waives any claim against Buyer or Buyer's customer that any such infringement arose out of compliance with Buyer's or Buyer's customer's specifications or requirement.

Supplier grants to Buyer and its affiliates a non-exclusive, royalty-free, irrevocable right and license, including the right to sublicense, to use Supplier's Intellectual Property Rights for any purpose, including the right to

- a. make, have made, sell, offer to sell and distribute products anywhere in the world,
- b. repair, rebuild, reconstruct and relocate the Goods, and

- c. reproduce copyrighted materials, distribute copyrighted materials to customers and others, publicly display and prepare derivative works based upon such copyrighted materials.

18. Work Performed on Buyer's Premises

If Supplier or its subcontractors perform any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Supplier will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal and other professional fees) for damages to the property of or injuries, including death, to Buyer or Supplier, Buyer's or Supplier's employees, subcontractors or any other person arising from or in connection with Supplier's performance of work or use of Buyer's property, except for such liability, claim or demand arising out of the sole negligence of Buyer.

19. Insurance

Supplier shall procure and maintain insurance(s), in amounts and with coverage acceptable to Buyer, with reputable and financially responsible insurance companies. Supplier's purchase and maintenance of appropriate insurance, however, shall not modify or relieve Supplier of its obligations or liabilities under the Contract Buyer shall receive a copy of all relevant insurance documentation once a year, and every time an insurance coverage is changed

The insurance must at least cover:

- for production equipment:
- for production tool:
- for raw material and finished goods on stock:

In addition to all general and normal insurance coverage like fire, health, safety, employee, tools, buildings, etc, Supplier shall have a reasonable insurance coverage of product liability covering the following:

- product liability
- recall

20. Buyer's Property

All supplies, materials, prototype and production tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, related software and other items (together with any accessions, appurtenances, modifications, repairs, refurbishments and replacements thereof) furnished by Buyer, either directly or indirectly, to Supplier to perform the Contract, or for which Supplier has been paid (other than through piece price amortization) by Buyer ("Buyer's Property"), will be and remain the property of Buyer, and all right, title and interest in Buyer's Property will remain with Buyer, subject only to the limited right of possession granted to Supplier under this Section. Buyer will, at any time, have the right to immediate possession of Buyer's Property, on Buyer's demand. If title in any Buyer's Property has not otherwise passed to Buyer, title will pass to Buyer immediately upon completion of Buyer's production part approval process (PPAP) for such property or the date Buyer first makes any payment to Supplier relating to such property, whichever comes first. Supplier will bear all risk of loss of and damage to Buyer's Property. Buyer's Property will at all times be properly housed and maintained by Supplier, at its expense, will not be used by Supplier for any purpose other than the performance of the Contract; will be deemed to be personally; will be conspicuously marked by Supplier as the property of Buyer; will not be commingled with the property of Supplier or with that of a third person; and will not be moved from Supplier's premises without Buyer's prior written approval. Buyer and its designees will have the right to enter Supplier's premises at all reasonable times to inspect Buyer's Property and Supplier's records with respect thereto. Upon

the request of Buyer, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Supplier, either

- a. FCA transport equipment at Supplier's plant (*Incoterms* latest edition), properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or
- b. to any location designated by Buyer, in which event Buyer will pay to Supplier the reasonable costs of delivering such property to such location.

To the fullest extent permitted by law, Supplier waives any liens, claims, encumbrances, interests or other rights that Supplier might otherwise have or assert on or with respect to any of Buyer's Property for work performed on such property or otherwise. To the extent any Intellectual Property Rights owned by or licensed to Supplier is embodied in, or is otherwise necessary for the intended use of, any Buyer's Property, Supplier hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer's Property, to use such Intellectual Property Rights.

21. Remedies

The rights and remedies reserved to Buyer in the Contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph "Warranty", Buyer shall notify Supplier and Supplier shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs expenses and losses incurred by Buyer or customer:

- a. in inspecting, sorting, repairing or replacing such nonconforming goods
- b. resulting from production interruptions,
- c. conducting recall campaigns or other corrective service actions, and
- d. claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Supplier will enter into a separate agreement for the administration or processing of warranty chargeback's for nonconforming goods.

Limitation of Supplier's liability for Buyer's incidental and consequential damages: The liability is limited to

- a. losses that would have been covered by Supplier's insurance coverage as of day of final contract signing, and
- b. losses that are covered by any additional insurance policy when a claim is actually made.

Supplier must keep a level of insurances relevant to the exposure Buyer and Supplier will face at OEM Customer.

22. Duty draw back rights

The Contract includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Supplier's Suppliers) which Supplier can transfer to Buyer. Supplier agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

23. Set-off

In addition to any right of setoff provided by law, all amounts due to Supplier shall be considered net of indebtedness of Supplier to Buyer and to any other company in the Raufoss Technology

group as defined in the SA its and Buyer may deduct any amounts due or to become due from Supplier to Buyer and its subsidiaries from any sums due or to become due from Buyer to Supplier.

24. Confidentiality; No Advertising

Supplier will maintain the confidentiality of any information provided by Buyer or its representatives, and any materials or information that contain, or are based on, any such information. Supplier may only use such information in connection with its performance under the Contract and will not provide such information to any third party (including, without limitation, Supplier's subcontractors) without Buyer's advance written consent.

Supplier will not, without first obtaining the written consent of Buyer, in any manner

- a. advertise or publish the fact that Supplier has contracted to furnish Buyer the goods or services covered by the Contract;
- b. Use Buyer's trademarks, trade names or confidential information in Supplier's advertising or promotional materials; or
- c. Use Buyer's trademarks, trade names or confidential information in any form of electronic communication such as web sites (internal or external), blogs or other types of postings.

25. Compliance with Laws, Government regulations and Raufoss Code Of Conduct

Supplier agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances that may be applicable to Supplier's performance of its obligations under this contract.

In addition, Supplier must comply with Raufoss Technology Supplier Code Of Conduct.

26. No implied waiver

The failure of either party at any time to require performance by the other party of any provision of the Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Contract constitute a waiver or any succeeding breach of the same or any other provision.

27. Non-assignment

Supplier may not assign or delegate its obligations under the Contract without Buyer's prior written consent.

28. Relationship of parties

Supplier and Buyer are independent contracting parties and nothing in the Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. Governing law jurisdiction

The Contract shall be construed in accordance with the laws of the country from which the Contract was issued as shown by the address of Buyer on the SA provided, however, the provisions of The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any disputes arising under the contract shall be subject to the exclusive jurisdiction of the appropriate courts of the country from which the Sourcing agreement was issued as defined above in this article.

30. Severability

If any term of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive Purchase Order or other rule of law, such term(s) shall be deemed deleted, and the parties shall agree upon a substitute term which is closest legally and economically to the deleted provision(s). The remaining provisions of the Contract shall remain in full force and effect.

31. Entire agreement

The Contract, together with the attachments, exhibits, supplements or other special terms of Buyer, specifically referenced in the Contract, constitutes the entire agreement between Supplier and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. The Contract may only be modified by a Purchase Order amendment/alteration issued by Buyer.