

# CeramTec UK Ltd.

## Standard Terms of Sale and Delivery

### 1. Application scope, contract

1.1 The Terms of Sale and Delivery as outlined below apply to all legal relations with companies and natural/legal entities, as part of which we deliver goods and render services. They shall apply to the exclusion of any General Terms and Conditions or internal guidelines or other terms of the client/purchaser (hereafter "purchaser") that are contrary or do not conform to our Terms of Sale and Delivery. Neither our failure to reject or respond to any such additional, different or inconsistent General Terms and Conditions, nor our commencement of performance shall constitute assent thereto. The same applies to any references to the internet on the part of the purchaser. The applicable version of our Terms of Sale and Delivery shall also apply to all future deliveries and services for the purchaser.

1.2 Individual agreements with the purchaser, which deviate from these Terms of Sale and Delivery, shall take precedence over these Terms of Sale and Delivery.

1.3 Any quotation for the goods or services given by us shall not constitute an offer, are subject to change with respect to price, quantity, lead time and delivery options and shall only be valid for 30 days from its date of issue.

1.4 By placing a purchase order, the purchaser confirms with binding effect that he wishes to purchase the goods that have been ordered and that these Terms of Sale and Delivery shall apply. We are entitled to accept the contract offer contained in the purchase order either by issuing a written acceptance of the purchase order, which also includes fax or data transmission, or by delivery of the goods to the purchaser. The contract formed in accordance with clause 1.4 and 5.6 constitutes the entire agreement between us. The purchaser acknowledges that he has not relied on any statement, promise or representation made or given by/on behalf of us which is not set out in the contract.

1.5 Acceptance shall always be issued with the caveat that there are no legal obstacles (e.g. export control provisions) that would oppose such a delivery.

### 2. Prices, payment terms

2.1 Prices are ex works (EXW pursuant to Incoterms® 2010, ICC) including packaging plus any applicable excise, sales, value-added taxes (VAT) or any other levies or duties, unless otherwise agreed in writing. We may increase the price of the goods or services by giving written notice to the purchaser at any time before delivery to reflect any increase in the costs due to (i) fluctuations in the prices of raw materials, components, heat and power, wages or any other element contributing to the cost of manufacturing and/or delivering the goods, or performing the services (ii) any request by the purchaser to change the delivery date, the quantities or types of goods or services ordered, the specification of the services or the designs, plans, drawings, models, analytical specifications or other specifications, parameters or other information provided by the purchaser and which we have agreed to in writing (hereinafter "Purchaser's Design Requirements") (iii) any delay caused by any instructions of the purchaser, or failure of the purchaser to give us adequate or accurate information or instructions or (iv) any failure by the purchaser to comply with its obligations under the contract or any delay in the performance of such obligations.

2.2 The purchaser is not entitled to withhold payments, deduct or offset them against existing counterclaims unless we have recognized the same or they have been legally established.

2.3 We are entitled to offset the purchaser's payments against the oldest outstanding claim.

2.4 In respect of goods, we shall be entitled to invoice the purchaser on or at any time after notification that the goods are available for collection. In respect of services, we shall be entitled to invoice the purchaser on a monthly basis in arrears. Unless agreed otherwise in writing, the purchaser commits to pay the purchase price within 30 days of the invoice date, regardless of the date on which the goods were received or the services rendered. Time for payment shall be of the essence of the contract. After this time period, the purchaser is deemed to be in payment default, whereby no reminder shall be issued. As of the due date, we are entitled to charge interest at the rate specified under or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from time to time (whether or not such Act applies to the Contract) together with any additional sums incurred by us in arranging for the collection of any overdue sums. We also reserve the right to assert further damages.

2.5 In the event that it becomes apparent, after the contract has been concluded, that our payment claim is at risk on account of the purchaser's lack of performance, we shall be entitled to set due all outstanding claims and demand that the purchaser submits payment or security concurrently against delivery. In the event that the purchaser fails to concur with such a request within a reasonable time period, we shall be entitled to demand damage compensation and withdraw from the contract.

2.6 Payments are only deemed received once the amount is fully available in one of the bank accounts that we have nominated.

### 3. Special productions, tools

3.1 In the case of goods that have not yet been produced at the time of the purchase order, production-related delivery shortfalls or excess deliveries equivalent to a maximum of 10% of the ordered quantity shall be acceptable without notifying the purchaser. In the case of special productions and orders for new models, we reserve the right to charge the purchaser for proportionate development costs as well as costs for matrices, tools, engravings, molds and other production equipment; this shall not establish any claims on the part of the purchaser.

3.2 Regardless of the ownership situation and/or expenses for the purchase/manufacture, we shall retain irrevocable ownership over the tools that contain our know-how. Agreements regarding a subsequent course of action (purchase, scrapping etc.) may be arranged with the purchaser.

3.3 Costs related to the purchase or manufacture of production equipment, particularly as a result of wear and tear, will be charged to the purchaser.

### 4. Retention of title

4.1 The goods will remain our property until such time as all claims from the business relationships with the purchaser have been satisfied. Until title to the goods has passed to the purchaser, the purchaser shall hold the goods on a fiduciary basis as our bailee.

4.2 The purchaser is required to ensure the separate storage and that the goods remain readily identifiable as our property (hereafter "Retained Goods"). The purchaser is not entitled to pledge or in any way charge any of the Retained Goods by way of security and must immediately notify us if third parties assert any right to the Retained Goods. Furthermore, the purchaser shall (i) not attach the goods to any real property without our consent (ii) protect and insure the goods for their full replacement value as our property (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods (iv) not be entitled to pledge or in any way charge by way of security any of the goods and in the event that these circumstances occur, any monies owing from the purchaser to us (without prejudice to any other of our rights) will become immediately due and payable and (v) maintain the goods in a satisfactory condition. The purchaser will notify us immediately if he becomes subject to any of the events listed in this clause 4.2.

4.3 The purchaser shall process or convert the Retained Goods on our behalf, without establishing any obligations on our part. In the event the purchaser combines, mixes or processes the Retained Goods with other goods, or if he converts them together with other goods, we shall retain co-ownership in the resulting new goods at the proportion of the invoice value of the Retained Goods to the other goods. The new goods shall be considered retained goods within the meaning of these terms.

4.4 The Retained Goods may only be sold as part of normal business operations. Any other disposals, particularly pledges and assignments of the Retained Goods by way of collateral are not permitted. The purchaser hereby assigns to us all of the claims to which he is entitled with regard to the Retained Goods from the resale of the same or for other legal reasons; in the case of co-ownership, the assignment shall only apply to the portion of the claim that corresponds with our co-ownership. We hereby accept the assignment. Any resale may only be conducted under the condition that this assignment can be secured.

4.5 The purchaser is hereby revocably authorized to collect the assigned claims as part of normal business operations at any time. He must notify his creditors of the assignment at our request. Similarly, we may also issue such notifications and reserve the right to collect the claims ourselves as soon as the purchaser is in default of payment.

4.6 In the event the purchaser has suspended payments, he shall be required to promptly send us a list of the remaining Retained Goods, including goods that have been processed, and also forward a schedule of receivables to the third-party creditors. An application to commence insolvency proceedings against the assets of the purchaser shall entitle us to withdraw from the contract and demand the immediate return of Retained Goods that have not yet been processed.

4.7 In the event the purchaser acts contrary to the contract, we shall be entitled to withdraw from the contract and demand the return of the Retained Goods, particularly in the case of payment default or breach of an obligation pursuant to 4.2 or 4.4.

### 5. Delivery and delay

5.1 Our deliveries shall be made "ex works" (EXW pursuant to Incoterms® 2010, ICC) unless otherwise agreed in writing, at the purchaser's cost and risk. The purchaser shall take delivery of the goods by collecting them from the location agreed within three Working Days (means a day other than a Saturday, Sunday or public or bank holiday in England, hereinafter "Working Day") of us notifying the purchaser that the goods are ready for collection. The purchaser shall not be entitled to refuse to take delivery of goods if we deliver up to and including 10 per cent more or less than the quantity of goods ordered provided that our invoice is adjusted to reflect the actual quantity delivered. Delivery or shipment delays that are caused by the purchaser shall entitle us to the replacement of storage costs that have been incurred.

5.2 If the purchaser fails to comply with the terms of clause 5.1, we will store the goods until the delivery takes place, and may charge the purchaser for all related costs and expenses (including but not limited to insurance and storage) and, if such delay exceeds 10 Working Days, we may resell or otherwise dispose of part or all of the goods and shall be entitled to retain any proceeds of sale but shall return to the purchaser any deposits taken less the costs and expenses referred to earlier in this clause 5.2. and any sale costs.

5.3 We are entitled to postpone and/or cancel our delivery obligation in the case of events beyond our reasonable control, which by its nature could not have been foreseen by us or, if it could have been foreseen, was unavoidable including without limitation acts of God, adverse weather conditions, road closures, accidents, blockages or other matters that adversely affect public transport networks (including without limitation road networks), interruption or failure of any utility service or the internet, fire, war, acts of terrorism, riot, civil commotion, insurrection, sabotage, labour disputes, strikes, lock outs, industrial action, fuel shortages, shortages of raw materials, non-performance by suppliers or subcontractors, and governmental actions lack of correct or timely self-deliveries or other operational disturbances of any kind, or in the case of subsequent difficulties regarding the procurement of raw materials and operating materials, the delivery or transport of the goods (a "Force Majeure Event").

5.4 In the event a delivery delay exceeds six months in such cases, and we have not exercised our right to cancel our delivery obligation, the purchaser shall be entitled, following the expiry of a suitable notice period and in exclusion of any further claims, to refuse acceptance of the relevant ordered goods, unless we have proposed a suitable replacement solution.

5.5 Delivery date means such estimated date for the delivery of the goods or completion of the services as may be agreed between the parties or notified by us to the purchaser from time to time in writing ("Delivery Date"). Lead times and delivery dates are not binding and approximate only. Whilst we will use our reasonable endeavors to meet any Delivery Dates, we shall not otherwise be liable for any delay. Time of delivery of the goods and completion of the services is not of the essence. Even in instances where a fixed lead time or fixed Delivery Date has been arranged, the purchaser shall set a reasonable extension of usually four weeks in the case of a delay on our part. Following the unsuccessful expiry of such a period, the purchaser shall be required to declare, within a reasonable time period, whether he wishes to withdraw from the contract on account of the delayed delivery of the goods or insists on delivery.

5.6 Partial deliveries and corresponding billing are permitted unless they cannot be reasonably expected from the purchaser. Each such instalment shall be treated as a separate contract and the services shall be the subject of a separate contract to those for the goods. Any delay in the delivery of or defect in any instalment or services shall not entitle the purchaser to cancel any other instalment of goods or services provided or to be provided under a separate contract. In the case of an agreed delivery on call, we are entitled to send and invoice deliveries if the deliveries have not been called by the purchaser and shipped within two months of the date of order confirmation.

5.7 Subject to clause 12, if we fail to deliver any of the goods, our liability shall be limited to any direct additional costs and expenses which are incurred by the purchaser in obtaining replacement goods of similar description and quality in the cheapest market available which, in aggregate, exceed the price that has been paid or would have become payable. For the avoidance of doubt, we shall only be liable for the excess.

## 6. Shipping and packaging

Shipping instructions must always be included with the purchase order. However, the shipping type and route shall always be at our discretion, whereby the most rapid form of transportation cannot be guaranteed. Additional costs for express and courier shipments undertaken at the request of the purchaser will be charged to the latter. Deliveries are made with packaging. Packaging that is provided on loan must be promptly returned to us by the purchaser free of charge after the items have been removed from the packaging.

## 7. Measurements, weights and delivery weights

The measurements, weights and quantities indicated in the shipping/accompanying documentation shall be authoritative for billing purposes. Complaints regarding the delivery measurements, delivery weights and delivery quantities must be submitted in writing no later than three Working Days after receipt of the goods at the destination.

## 8. Condition of goods, guarantees and warranty

8.1 In general, only the condition described in our product descriptions, specifications and identifications shall be deemed to describe the condition of the goods ("Specification"). Public statements, promotions or advertisements do not represent information regarding the condition of the goods. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these Terms of Sale and Delivery.

8.2 Guarantees are subject to separate agreements and must be confirmed by us in writing. Any reference to ISO, EN, DIN or similar standards is only made for the purpose of describing the goods, and does not represent a guarantee.

8.3 We warrant that the goods shall conform in all material respects with the Specification or the Purchaser's Design Requirements, as applicable, for a period of 30 days from the date on which the goods are delivered to the purchaser (hereinafter "Warranty Period"). We do not warrant or represent that the goods supplied by us will correspond with any sample supplied by us to the purchaser, whether before or after the placing of the purchase order pursuant to which the goods are supplied. The purchaser acknowledges and accepts that he's fully responsible for the contents of the Purchaser's Design Requirements and that standard goods generally sold by us are commercial off the shelf products and not made to satisfy any purchaser's requirements.

8.4 Furthermore, we warrant that the services shall be performed in all material respects as agreed between us from time to time in writing, with reasonable care and skill and in accordance with applicable law. However, we shall be entitled to make any changes to the services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the service. We will notify you in any such event.

8.5 Any samples supplied to the purchaser are supplied solely for information and in no way import any express or implied conditions or warranties as to quality, description, fitness for purpose or merchantable quality.

## 9. Incoming goods inspection, defects

9.1 Defects do not refer to (i) condition of the goods or damages that occur after the transfer of risk as a result of improper handling, storage or non-compliance with handling provisions; or (ii) condition of the goods or damages due to Force Majeure Events, special external influences that have not been provided for as per the contract, or as a result of using the goods outside of the normal range of use or the range of use provided for in the contract.

9.2 There shall be no claims for defects (i) if the goods are modified by the purchaser or another party, unless the defect is not causally related to the modification (ii) if the purchaser fails to use, commission, install or maintain the goods in accordance with our instructions (iii) if we make any deviation from the Purchaser's Design Requirements to ensure that the goods comply with applicable statutory or regulatory standards (iv) from the use of the goods with any other products or raw materials not approved or supplied by us (v) which arise as a result of fair wear and tear, abnormal working or storage conditions, or the willful damage or negligence of any person other than us or (vi) as a result of any accident or misuse by the purchaser or any breach by the purchaser of the contract.

9.3 The purchaser must inspect the goods upon receipt with regard to identity, quantity, transport damages and visible damages. The purchaser shall be required to promptly report in writing any instances of non-conformance with the existing agreement, no later than ten days after the receipt of the goods at the destination. Hidden defects must be reported immediately after their discovery. The purchaser shall bear the burden of proof for all qualifying conditions, particularly with respect to the defect itself, the time the defect was identified and the timeliness of the claim for defects.

9.4 Defects that only cause a minimal reduction in the value or usability of the goods shall not be considered defects within the meaning of these terms.

9.5 The purchaser is required to grant us an opportunity to verify the reported defect within reasonable time period, otherwise his warranty claims shall be forfeited. Therefore the purchaser shall, inter alia, return any allegedly defective goods (freight prepaid) if requested by us.

9.6 In the case of verified defects, we shall, at our discretion, repair the defects at no charge or shall deliver a free replacement against the return of the disputed goods. Costs will be charged to the extent that expenses required for supplementary performance, particularly transport, travel, labor and material costs are increased because the delivery item has subsequently been moved to a location that is different from the purchaser's registered office or branch office. Where the removal complies with the intended use, supplementary performance shall be free of charge for the purchaser.

9.7 In the event of any services deviating from the warranty as outlined in 8.4, the purchaser shall be entitled to require us by written notice to promptly correct.

9.8 Warranty claims in excess of those outlined in 9.6 are hereby excluded, unless the repair of the defect has been unsuccessful or we have refused the repair or replacement delivery without justification, or a reasonable time period set by the purchaser for the purpose of repair or replacement delivery expires without success. In such cases, the purchaser may withdraw from the contract or reduce the purchase price.

9.9 In the event the purchaser decides to withdraw from the contract due to a legal or material defect following an unsuccessful supplementary performance, he shall not also be entitled to a damage compensation on account of the defect. If the purchaser decides on damage compensation following an unsuccessful supplementary performance, then the goods shall remain with the purchaser, if that can be reasonably expected from him. Damage compensation shall be limited to the difference between the purchase price and the value of the defective item. This does not apply if we have caused the breach of contract in a malicious manner. For the remainder, our duty to provide damage compensation shall be governed by Section 12 below.

9.10 Claims from warranty may only be asserted (i) if the purchaser has given us notice in writing (including reasonable details of the alleged failure) within the Warranty Period that some of or all of the goods do not comply with the warranty set out in clause 8 and (ii) no longer than twelve months after delivery.

9.11 Except as provided in these clauses 8 and 9, we shall have no further liability to the purchaser in respect of any defects in the goods or services and all warranties, conditions, representations and other terms implied by law shall, to the fullest extent permitted by law, be excluded from the contract.

## 10. Purchaser's obligations

10.1 Without prejudice and in addition to any other purchaser's obligations set out in these Terms of Sale and Delivery and/or the contract, the purchaser shall (i) ensure that the terms of the purchase order and the Purchaser's Design Requirements are complete and accurate (ii) co-operate with us in all matters relating to the contract (iii) provide us with such information and materials as we may reasonably require to comply with our obligations under the contract, and shall ensure that such information is accurate in all material respects (iv) obtain and maintain all necessary licenses, permissions and consents which may be required for its purchase, transportation and use of the goods and as may be required for us to provide the services (except where and to the extent that the parties agree in writing that this is our responsibility) (v) keep and maintain all materials, equipment, documents and other property of us at the purchaser's premises in safe custody and in good condition and not dispose of or use the same other than in accordance with our written instructions or authorization (vi) dispose of all packaging in accordance with all regulations relating to the protection of the environment and in accordance with any additional terms as set out in the purchase order; and (vii) notify us in writing immediately on becoming aware of any goods or items produced by us and supplied to the purchaser as part of the services (hereinafter "Deliverables"), being supplied into any country or territory in breach of any export or trade laws, or sanctions imposed by any one or more countries against such country or territory.

10.2 If our performance of any of our obligations is prevented or delayed by any act or omission by the purchaser or failure by the purchaser to perform any relevant obligation, we shall without limiting our other rights or remedies (i) have the right to suspend performance of the contract until the purchaser remedies such default, and to rely on such default to relieve it from the performance of any of its obligations which are affected by such default (ii) not be liable for any costs or losses sustained or incurred by the purchaser arising directly or indirectly from our resulting failure or delay to perform any of our obligations; and (iii) have the right to require the purchaser to reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the purchaser's default.

## 11. Intellectual Property

11.1 For the purposes of the contract, "IPR" means knowhow, information relating to inventions, secret processes and manufacturing techniques, patents, patent applications, utility models, copyright and related rights, trademarks, trade names and domain names, rights in get-up, unfair competition rights, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

11.2 For the purpose of the contract, the "Seller's Materials" means any of the following materials which we use to produce the goods or perform the services (i) any plans, drawings and specifications prepared by us (ii) any details in respect of any material or the mix of materials used (iii) any pressing, moulding or firing/sintering method used and (iv) any other process, apparatus, standards or measuring technique, used by us.

11.3 Except for IPRs owned by the purchaser and forming the purchaser's Confidential Information (including but not limited to any Purchaser's Design Requirements), all IPRs which subsist in the goods, the Seller's Materials or all Deliverables, shall be our exclusive property and may only be used by the purchaser in connection with its use for internal purposes of the goods, the services and the Deliverables.

11.4 The purchaser grants to us a non-exclusive, worldwide, perpetual, non-terminable, irrevocable, royalty-free license to use reproduce, modify and develop all IPRs which subsist in the Purchaser's Design Requirements or any other Confidential Information of the purchaser disclosed to us for the purposes of manufacturing and supplying the goods and providing the services.

11.5 Unless supplied by the purchaser or unless otherwise agreed in writing, any patterns, jigs and tools which are used by us to manufacture the goods shall be our property notwithstanding any charge made by us for their manufacture. Where we, at the purchaser's request, uses the purchaser's patterns, jigs or tools, any required maintenance or replacements shall be paid for by the purchaser. If for two consecutive years no purchase order is received from the purchaser for goods to be manufactured from a tool either supplied by the purchaser or for which the purchaser has paid us full cost, we shall be entitled to make such use of the said tool as we decide and we shall be entitled to dispose of the said tool without incurring any liability to the purchaser.

## 12. Limitation of liability

12.1 Nothing in these Terms of Sale and Delivery shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sales of Goods Act 1979 or any matter in respect of which it would be unlawful to exclude or restrict liability. The same applies to breaches of duty on the part of either party's vicarious agents.

12.2 Subject to 12.1, we shall not be liable to the purchaser, whether in contract, tort (including but not limited to negligence), or any breach of statutory duty or otherwise for any (i) direct or indirect loss of profit (ii) special, indirect or consequential loss arising under or in connection with the contract (iii) direct or indirect loss of business (iv) direct or indirect loss of goodwill (v) direct or indirect loss of business opportunity (vi) direct or indirect loss of anticipated savings or (vii) unforeseeable damages.

12.3. Also subject to 12.1, our total aggregate liability to the purchaser in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise (including but not limited to losses caused by a deliberate breach of the contract by the purchaser, its employees, agents or subcontractors) shall not exceed the total price paid or payable under the contract for the supply of the goods or services which are the subject of the claim or, if the claim does not relate to any particular goods or services, the total price paid, payable or that would have become payable under the contract.

12.4 Contractual damage compensation claims shall lapse after a year. This does not apply in the case of intentional action. The aforementioned provisions are not associated with any change to the burden of proof to the disadvantage of the purchaser.

## 13. Indemnity

To the extent that the goods are manufactured in accordance with any Purchaser's Design Requirements, the purchaser shall defend and indemnify us from and against all liabilities, demands, claims costs, expenses, judgments, awards, sanctions, fines, settlements, damages and losses suffered or incurred by us in connection with any claim made against us arising out of, related to or in connection with, in whole or in part, the design, manufacture, sale, re-sale or use of such goods by any person, and any claims for death or personal injury, IPR infringement, property damage or other economic loss whether arising in contract, tort or under any other legal theory (including but not limited to negligence of us or strict liability).

## 14. Force Majeure

We shall not be liable to the purchaser or be deemed to be in breach of the contract by reason of any delays in performing, or any failure to perform any of our obligations in relation to the contract if a delay or failure is caused by a Force Majeure Event. However, we shall as soon as reasonably practicable after the occurrence of a Force Majeure Event notify the purchaser of the nature and extent of such Force Majeure Event and shall use all reasonable endeavors to remove any such causes and resume performance under the contract as soon as reasonably feasible.

## 15. Confidentiality, proprietary rights

15.1 The purchaser will treat all technical and business information, drawings, specifications, business documents, samples and models, matrices, molds, tools and other production tools, as well as other documents and regardless whether obtained orally, in writing, visually, tangible or intangible (hereinafter "Confidential Information") in the strictest confidence, regardless of whether a contract is established; this obligation shall also survive the end or termination of a contract. The above shall not apply if the purchaser provides proof that he is entitled to use trade secrets and confidential information.

15.2 Upon our request, all of our Confidential Information (including copies, records etc.) and items on loan must be returned to us immediately and in full, or they must be destroyed.

15.3 Confidential Information shall remain our property and may not - insofar as this is not required for the purpose of the business relationship - be forwarded or copied, either in whole or in part, without our written consent, and their contents (or parts thereof) may not be utilized, electronically processed or made accessible to third parties or the public, or otherwise utilized similar to a business purpose. Any editing or processing of the aforementioned items shall be done on our behalf. We retain all copyright and other proprietary rights to the aforementioned items.

## 16. Termination

16.1 Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the contract and (if such a breach is remediable) fails to remedy that breach within 20 working Days of receipt of notice in writing of the breach.

16.2 Without limiting our other rights or remedies, we may terminate the contract or suspend performance of our obligations with immediate effect by giving written notice to the purchaser if (i) he's unable or admits inability to pay or suspends payment of its debts as they fall due (ii) the purchaser ceases or suspends or threatens to cease or suspend the conduct of all or substantially all of its business (iii) he suffers a deterioration in its financial position to such an extent that in our opinion the purchaser's capability to adequately fulfil his obligations under the contract has been placed in jeopardy or (iv) any legal proceedings or other procedure or step is taken in relation to the indebtedness of the purchaser including, without limitation (a) a composition, compromise, assignment or arrangement with any creditor (or any proposal for or negotiation of any of the same) (b) the appointment of a liquidator, receiver, administrator, administrative receiver or other similar

officer (c) an application, petition, notice, order or resolution for the winding-up, dissolution, administration, liquidation or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or (d) an enforcement of any security over any assets.

16.3 On termination of the contract for any reason (i) the purchaser shall immediately pay to us all outstanding sums in respect of the contract (ii) each party shall return to the other party all equipment, materials and property belonging to the other party (including without limitation Seller's Materials) that the other party had supplied to it in connection with this contract or which contain Confidential Information (iii) purchaser shall erase all our Confidential Information from his computer systems (to the extent reasonably practicable) (iv) on request, each party shall certify in writing to the other party that it has complied with the requirements of this clause.

16.4 Termination shall not affect any of the parties' rights and remedies that have accrued as at termination.

16.5 On termination of the Contract any provisions of the contract which expressly or by implication survive termination, shall survive and continue in full force and effect.

## 17. Ethical behavior

17.1 The purchaser shall, at all times, in its dealings with us and any third party with whom he deals in relation to the contract, comply with the laws of the respective applicable jurisdiction(s), especially all applicable competition and export/trade laws. The purchaser shall also comply with the UN Global Compact Principles (<https://www.unglobalcompact.org/what-is-gc/mission/principles>) and our Code of Conduct, which can be provided upon request, and shall also impose these principles on its customers, suppliers and/or subcontractors. The purchaser will not, through any act or omission, cause us to be in breach of any such laws or regulations.

17.2 A breach of this clause 17 shall be considered a material breach and we shall be entitled to withdraw from or terminate the contract with immediate effect, without prejudice to any other claims. Insofar as the correction of such a breach is possible, this right may only be exercised after unsuccessful expiration of a reasonable period for the breach to be remedied.

## 18. General provisions

18.1 Place of fulfilment shall be the respective location, where the goods are to be delivered to in accordance with the contract.

18.2 We may, and the purchaser may not, at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of our rights or obligations under the contract.

18.3 Any variation of the contract, including but not limited to the introduction of any additional terms and conditions, must be in writing and signed by or on behalf of both parties.

18.4 Any notice required or permitted to be given by either party to the other under the contract, shall be in writing addressed to that other party at its registered office address or principal place of business and shall be sent by recorded delivery, commercial courier or fax.

18.5 No waiver of any term or condition of the contract shall be effective unless in writing or shall constitute a precedent.

18.6 Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

18.7 A person who is not party shall not have any rights under the contract (Rights of Third Parties) Act 1999 to enforce any term of the contract. This does not affect any right or remedy which exists or is available otherwise than under that Act.

18.8 Insofar as a provision of these Terms of Sale and Delivery or another agreement is found to be invalid, it shall not affect the validity of the remaining provisions. The contract partners are required to replace the invalid provision with a provision that most closely corresponds with the economic success of the invalid provision.

18.9 The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual dispute or obligation) shall be governed by, and construed in accordance with the laws of England and Wales.

18.10 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any claim or dispute that arises out of or in connection with the contracts (including any non-contractual dispute or obligation) which are based on these Terms of Sale and Delivery; at our discretion, the place of jurisdiction may also be the court with jurisdiction over the purchaser's registered office or branch office, or the court for the place of fulfilment.