FCC E CEE Group

General Purchasing Terms

28. 10. 2026

Environment

Service for the Future

1. Preamble

"Buyer" or "Client" means any legal entity within FCC Environment CEE Group hereinafter referred to as "FCC".

"Seller" means the party who shall provide the Supplies as identified and in the context of the Purchase Order.

"Contractor" means the party who shall provide contractual Services, Works and Subcontracting of third parties as identified and in the context of the Purchase Order.

"Affiliates" means, with respect to a party, any entity which is controlling, controlled by or under common control with such a party.

"Supplies" means the Goods and/or Services to be provided by the Seller and/or Contractor.

"Purchase Order" means the written document issued by Buyer comprising an offer made by the Buyer to the Seller to purchase the Supplies, subject always to these General Purchasing Terms.

"Agreement" means any Purchase Agreement or Purchase Order (including these General Purchasing Terms) relating to the Goods and/or Services.

Purchase Orders by FCC are placed exclusively on the basis of these General Purchasing Terms. These General Purchasing Terms shall apply even if the Buyer has unconditionally accepted delivery or performance, or has made payment, knowing of the Seller's general terms and conditions conflicting with or deviating from these General Purchasing Terms.

In the case of any conflicts or inconsistencies, the documents comprising the Agreement shall be interpreted in the following order of precedence, with the most prevalent document appearing first: a) the Purchase Order and corresponding technical or project specification, b) the Purchase Agreement (if applicable) and c) these General Purchasing Terms. Any terms and conditions proposed by the Seller shall only apply in so far as they are expressly accepted in writing by the Buyer.

In case these General Purchasing Terms do not regulate certain matters, the relevant statutory provisions shall apply.

To access country specific Purchasing Terms, visit the local website of FCC.

The scope of the Agreement comprises the Sellers's manufacture, assembly, testing, documentation, supply and delivery of the Goods and/or Services to the agreed place of delivery, as well as all responsibilities and obligations specified in or implied by the Agreement.

Furthermore, the scope of the Agreement shall include all relevant information of the manufacturing and materials of the Goods and/or Services, including licenses, permits, certificates, notifications, pack list, marking of Goods and declarations of use of restricted chemicals in packaging material or production.

2. Purchase Order, Change of Purchase Order

The Purchase Order does not constitute an acceptance of any offer or proposal made by Seller.

Seller accepts the Purchase Order and these General Purchasing Terms and forms a contract by doing any of the following:

a) Commencing any work under the Purchase Order
b) Accepting the Purchase Order in writing, or
c) Any other conduct that recognizes the existence of a contract with respect to the subject matter of the Purchase Order.

Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise will not become part of the Purchase Order.

The Purchase Order shall be confirmed by the Seller or denied in writing within three (3) working days from receipt. If a Purchase Order has not been confirmed or denied within such time, the Purchase Order shall be considered confirmed by the Seller. The Seller shall not without good cause deny a Purchase Order.

The Buyer shall not be bound by a Purchase Order, if the Seller's Purchase order confirmation contains changes of the Purchase Order issued by the Buyer, unless expressly accepted by the Buyer in writing.

The Buyer may change or cancel a Purchase Order, or its part. In this event, the Seller shall be entitled to claim from the Buyer reimbursement for reasonable proven actual costs and expenses incurred by the Seller which are directly related to the change or cancellation of the Purchase Order. The Seller shall provide sufficient documentary evidence of the actual costs and expenses for which the Seller claims reimbursement.

No change to the agreed specification, instruction, production methods, components, or material of the Goods and/or Services may be made by the Seller without the written approval of the Buyer before its implementation.

The Seller and/or Contractor shall comply with all the relevant Laws and Regulations, in particular the ones related to Waste Management, and bear the related costs incurred in this regard.

The Buyer shall not be liable for any Works and Services or Goods supplied without a Purchase Order.

3. Delivery, Delay in Delivery

The Seller shall supply the quantities of Supplies as listed in each Purchase Order.

Delivery shall be made on the date specified in the Purchase Order. If a lead time has been agreed upon, such lead time shall commence on the effective date of the relevant Purchase Order.

The Seller shall be obliged to provide to the Buyer, without additional charge, upon delivery of the Goods, certificates, documentation (e.g. test protocols, country of origin, export classification, etc.) and drawings of sufficient clarity and detail, verifying compliance with the Agreement and all the relevant laws and regulations, to enable the Buyer to use, assemble, start-up, operate, and service (including current repairs) all parts of the Goods.

The entire required documentation (e.g. CE marking or manufacturer's declaration, certificates, acceptance and test certificates, etc.) shall be deemed an integral part of the delivery and/or service. Unless otherwise agreed in the Agreement, the Seller shall deliver the Goods DAP (as defined in INCOTERMS 2020) Buyer's Site defined in the Purchase Order. Services shall be delivered in accordance with the Agreement between the parties.

The risk of the Goods shall pass to the Buyer in accordance with the agreed INCOTERMS 2020. Unless otherwise agreed in writing by Buyer and irrespective of the method of shipment, title in the Supplies passes from Seller to Buyer upon delivery to Buyer's designated facility as identified in the Purchase Order.

The Buyer shall be under no obligation to perform any kind of inspections of the Goods delivered, unless and to the extent explicitly agreed between the parties or required by governing statutory law.

The Seller shall allow the Buyer, subject to prior notice, to enter and inspect Seller's premises and access relevant documents during the time of execution of Supplies.

The Buyer reserves the right (without any compensation to the Seller) to postpone the date stipulated in a Purchase Order for the delivery of all or some of the ordered Goods and/or Services (suspension).

Buyer may, at any time, change the delivery schedule, the place of delivery, inspection or acceptance or direct temporary suspension of scheduled shipments, neither of which actions entitles Seller to modify the Price. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

Should the Seller have reason to believe that a delay in delivery of Goods (including performance of Services) may occur, the Seller shall immediately inform the Buyer and subsequently confirm this in writing, stating the reasons for the delay and its probable duration as well as intended remedial measures.

The Buyer shall in the event of delay in delivery be entitled to liquidated damages amounting to one (1) per cent of the price of the Goods for each commenced week of delay up to a maximum of ten (10) per cent of the price. The parties agree that the sum fixed is a fair and reasonable estimate of Buyer's actual damages and shall not be viewed as a penalty. The Seller shall pay such liquidated damages to Buyer within fourteen (14) days from Seller's notice.

Upon exhaustion of liquidated damages agreed, the Buyer shall be entitled, at its option:

a) to cancel the Purchase Order, in which event the Seller shall refund any payments made by the Buyer for relevant Goods and/or Services, without prejudice to the buyer's right to claim liquidated damages for delay or
b) to reschedule the delivery date. In the event of delay in delivery beyond the re-scheduled delivery date the Buyer shall be entitled to liquidated damages as defined by these General Purchasing Terms.

The right to liquidated damages shall be without prejudice to any other remedies available under the Agreement or under the governing law.

The unconditional acceptance of a delayed delivery or service does not constitute a waiver of claims to which the Buyer is entitled due to the delayed delivery or service.

4. Spare Parts, Ceased Manufacturing

The Seller undertakes for a period of fifteen (15) years as from the latest delivery pursuant to an Agreement to supply, in sufficient quantity, Goods for use as spare parts as well as spare parts for the Goods delivered by the Seller. Any such supply of spare parts shall be executed at the best prices offered by the Seller.

Should the Seller decide to cease manufacture or divest any right to Goods or spare parts related thereto, the Buyer shall in writing be informed with six(6)-month prior notice and automatically be given an irrevocable cost-free world-wide license to all rights and know-how in such Goods or spare parts necessary for the manufacture (internally or by a third party) and sale of such Goods and spare part, without the Buyer having to make any other payment than compensating for the direct costs involved in the grant of such license.

In addition to the above, the Buyer shall be entitled to place a final Purchase Order before the Seller ceases to manufacture or divests any right to Goods or spare parts related thereto.

5. Packaging

The Seller shall ensure marking and packaging of Goods are in accordance with all relevant laws, regulations and industrial standards, and in accordance with any instructions of the Buyer. The Seller shall ensure that each crate, container, box, part, is marked separately and indelibly and in accordance with Buyer's instruction. The type and quality of the packing shall be such as to protect the Goods against damage and deterioration during transit to the agreed place of delivery and during outdoor storage; and as to enable the holder of the Goods to obtain compensation under an ordinary transport insurance policy should any damage occur to the Goods. No marking or packaging instructions shall be construed as to limit the Sellers's obligations to mark or pack the Goods.

The Purchase Order number and required shipping marks shall be explicitly specified in the shipping documents. If the Sellers fails to do so, the Buyer shall not be held responsible for delays in processing.

The Seller shall be responsible for any damage, loss or expense incurred by the Buyer or any third party which arises out of improper packing or incorrect delivery of the Goods.

6. Price and Payment

Unless otherwise stated in the Agreement, the price for the Goods:

a) is a fixed price and no unilateral price changes are permitted,
b) is exclusive of VAT but inclusive of all taxes and duties applicable, payable on or prior to delivery,
c) is inclusive of all storage, handling, shipping, insurance, packaging and all other expenses and charges of the Seller.

Invoices shall refer to the Purchase Order number, type of Goods and/or Services, quantity delivered and the total sum invoiced for such Goods and/or Services. Invoices shall further specify the VAT

number, customs tariff number, country of origin and meet applicable (export, import and VAT-related, etc.) legal requirements.

Invoices shall be paid within sixty (60) days from the invoice date unless otherwise agreed in writing between the parties. The Buyer shall not be obliged to make payment for Goods and/or Services if those Goods and/or Services have not been completely and flawlessly delivered or if the Buyer has rejected those Goods and/or Services.

Remittance of payment shall not imply any acceptance of the delivery or the invoiced amount.

The Buyer shall be entitled to set off any amount for which the Seller is liable under the Agreement and any other Agreement between the Buyer (or any Affiliate of the Buyer) and the Seller against any amount due to the Seller under the Agreement and may withhold such amount accordingly.

Invoices shall be submitted to the address of Buyer as specified in the Purchase Order. The Buyer reserves the right to accept invoices exclusively in electronic form and in this case will inform the Seller in good time of a corresponding e-mail address for the submission of invoices.

Seller acknowledges and agrees that Buyer will not pay any invoice without the correct Purchase Order number quoted on it as well as the performance records required for the audit of the invoice.

7. Rejection

The Buyer may by notice in writing either at the time of delivery (if the Goods are inspected on delivery) or within twenty-one (21) days of the Goods first being put to use following any period of storage reject the Goods or any part thereof which in the reasonable opinion of the Buyer are of inferior or defective quality or are not in accordance with the specification.

The Buyer shall be entitled to reject the entirety of the Goods delivered under a Purchase Order whether or not the same includes Goods which are not of inferior quality or defective.

Following rejection of any Goods by the Buyer:

a) the Buyer may either return any rejected Goods at the Seller's expense and risk or require the Seller to collect those Goods; and
b) the rejected Goods shall remain at the sole risk of the Seller and subject to a right of retention for any amount owing to the Buyer for any carriage, care or other charges in respect thereof and to a right of sale by the Buyer in default of payment of such charges within a reasonable time.
c) the Seller shall replace the rejected Goods as soon as possible (not more than fourteen (14) days from the date of notice of rejection or any extension that the Buyer may agree upon) failing which, the Buyer shall be entitled to obtain replacement Goods from third parties and the Seller shall make good to the Buyer any additional costs and expenses in excess of the agreed Price incurred by the Buyer in obtaining replacement Goods; and
d) the Seller shall be responsible for any loss, damage and expense the Buyer may thereby suffer or incur arising out of any delays or adverse effects on the Buyer's plans or work in respect of which the rejected Goods were required.

8. Warranties

The Seller warrants that the Goods and/or Services (and each part thereof):

a) are free from Defects, and
b) conform with all specified or implied characteristics, and
c) are fit and safe for the function and purpose for which they are intended.

The Seller shall, without prejudice to any other remedy available to the Buyer under the Agreement or under governing law, immediately repair or replace (at the Buyer's option) any Goods or part thereof which within a period of thirty-six (36) months from complete delivery of the Goods ("the Warranty Period") are found to suffer from a Defect. With respect to latent Defects (i.e. Defects which are not

discoverable by reasonable inspection) the Warranty Period shall be forty-eight (48) months from complete delivery. Longer statutory limitation periods remain unaffected.

Repair shall be carried out at the place where the Goods are located unless the Seller deems it appropriate, in an explicit Agreement with the Buyer, that the defective Goods (or part thereof) are returned to the Seller for repair or replacement. Any Goods shall be returned for repair or replacement at the Seller' risk and expense, including dismantling, reinstallation, and necessary transport, as to which matters the Buyer shall follow the Seller's instructions.

Any Defect may be remedied by the Buyer or third party at the Seller's expense and with no subsequent limitation of the Seller's warranties, provided:

a) the Defect is of a minor nature, and/or
b) the matter is urgent, especially to ward off imminent risks or to prevent major damage, and/or
c) the Seller fails to eliminate the Defect in due time.

Whenever possible, the Buyer shall inform the Seller in advance of its intention to eliminate the Defect. Where successful remedial work has been undertaken by the Buyer or a third party, the Seller shall reimburse the Buyer all reasonable costs incurred by the Buyer connected therewith.

The Warranty Period shall be prolonged by a period of time equaling the period during which, owing to the Defect, the Goods could not be used for their intended purpose. After repair or replacement, the warranty shall be valid for a period of time equaling the original Warranty Period but calculated from the date of repair or replacement.

The rights and remedies set out in these General Purchasing Terms are without prejudice to the Buyer's rights in relation to any Defects in the Goods which appear after the Warranty Period and to the other rights and remedies which are available to the Buyer at law or in equity.

Buyer's payment of the price, approval of any design, drawing, material, process or specifications will not relieve Seller of liability under these warranties.

In case the defective delivery causes a production shutdown at the Buyer of more than one hour, the Seller shall be obliged to pay a lump-sum damage of 100 EUR employee/full hour with regards to the production area affected by the production shutdown. This shall not apply in case the Seller is not responsible for the defective delivery.

Notwithstanding the foregoing, Buyer shall be entitled to all statutory rights and remedies.

9. Intellectual Property

Seller warrants that the Goods and/or Services, or the import, sale, marketing or use of the Goods and/or Services, do not infringe any third party right (including, without limitation, any Intellectual Property Right).

If Goods or parts thereof are claimed to infringe any third party right, the Seller shall without undue delay and at its own costs, either procure for Buyer and Buyer's customers the right to continue the use of Goods and/or Services; modify the Goods and/or Services to be non-infringing; or replace such Goods and/or Services with non-infringing Goods and/Services with equivalent function and performance.

Seller will grant Buyer a non-exclusive, irrevocable, indefinite, transferable, sub-licensable, cost-free right to use any intellectual property owned by Seller that is necessary or incident to the reasonably intended use or application of the Goods and/or Services.

10. Insurance

Unless otherwise agreed between the parties, the Seller shall enter and maintain product and general liability insurance with a per claim limit of not less than one million (1.000.000) Euro (or its equivalent in any other currency) and shall at the Buyer's request provide a copy of the insurance certificate within seven (7) working days.

The existence of insurance shall not relieve Seller of any liability towards the Buyer.

Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated above.

11. Liability

The Seller agrees to defend, hold harmless and indemnify the Buyer and any of its Affiliates from and against any claim, suit, liability, cost, loss, expense or damage (whether direct or indirect) incurred by either of them, and which relates to a) death or personal injury or b) damage to property (other than the Goods), caused by a Defect in the Goods or by any act or omission attributable to the Seller, whether or not the Buyer or any of its Affiliates has contributed to such negligent act or omission.

In addition to all other remedies agreed between the parties, the Seller agrees to hold the Buyer, and its Affiliates, harmless from and against any and all costs, fees, expenses, penalties, damages (whether direct or indirect), and all other liabilities and obligations whatsoever arising out of any claim, loss or damage which relates to a) noncompliance by the Seller with any of its warranties or obligations under the Agreement; or b) negligence or fault of the Seller in connection with the Goods or the manufacturing and supply of Goods.

Where the cause of damage falls within the Seller’s area of responsibility, the Seller shall have the burden of proof in this respect.

Seller shall indemnify and hold harmless Buyer in respect of legal proceedings due to any patent disputes in connection with the Goods.

The rights and remedies reserved to Buyer in the Purchase Order will be cumulative with and in addition to all other or legal or equitable remedies.

Seller is obliged to comply with all applicable laws and regulations, in particular but not exclusively with the applicable regulations on employee protection (H&S), employment of foreigners, minimum wages and the like, and to obtain all necessary notices and permits at its own responsibility. Seller shall indemnify and hold Buyer harmless for any violations caused by Seller.

12. Compliance, Social Accountability

Seller shall comply with Business and Ethical Principles of FCC available on the corporate website https://www.fcc-group.eu/fcc-cee-group/our-responsibility/high-ethical-standards, all applicable legal and regulatory requirements relating to the Corporate Sustainability Reporting Directive (CSRD), European Sustainability Reporting Standards (ESRS), Corporate Sustainability Due Diligence Directive (CSDDD), NIS2 Directive, Cyber Resilience Act (CRA) and related regulatory requirements. Seller shall cooperate in good faith and provide reasonable information and documentation to support Buyer's reporting obligations. The parties hereby undertake to enter into any additional agreements or supplementary contractual documents should this be deemed necessary due to regulatory requirements.

The Seller is responsible for obtaining and maintaining any export, re-export and import licenses required for the Goods. Seller shall inform the Buyer of and issue all documentation which may be required by law, regulation or otherwise reasonably requested by the Buyer regarding the export, import or re-export of the Goods, such as certificate of product origin, origin of preference and export classification.

The Seller shall promptly disclose to the Buyer any violation, or suspected violation, of any applicable law, rules, and regulations, and/or any standards and codes of the Buyer and/or applicable to the relevant industry (including but not limited to those stipulated in the Agreement), and any such violation, or suspected violation, shall be deemed a material breach which shall be cause for immediate termination of the Agreement, without prejudice to any further rights and remedies available thereunder or at law.

The Seller shall establish and maintain quality management system which is at least equivalent to DIN ISO 9001 in order to ensure the quality of its Goods and Services.

Seller shall use only legitimate and ethical business practices in the activities contemplated by the Purchase Order and shall not submit inflated or otherwise false invoices to Buyer. No part of the payments received by Seller will be used for any purpose that could constitute a violation of any applicable laws.

13. Force Majeure

In the event of Force Majeure, the parties shall immediately - within ten (10) days thereafter – inform in writing about its occurrence and expected duration and consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure. If a Force Majeure event lasts longer than six months and no mutually agreeable solution can be reached, each contracting party shall have the right to withdraw from the contract in whole or in part.

Buyer shall not be responsible for any loss or damage of any kind occurring as a result of a failure of, or delay in, performance under the Purchase Order in the event such performance is delayed or prevented by circumstances beyond its reasonable control and which have not been brought about at its insistence. No charges shall be payable by Buyer to Seller during any period to which this Section applies.

The parties agree that Force Majeure shall be understood to include but not be limited to acts of war, armed conflict, sanctions, fire damage, floods, strikes, lawful lockouts and epidemics and pandemics as well as government measures taken to contain such epidemics and pandemics or any other event of a similar or dissimilar nature that qualifies as an unforeseeable circumstance or a circumstance independent of the will of the Parties.

The occurrence of unforeseeable circumstances or circumstances independent of the will of the parties, in particular all cases of Force Majeure, shall entitle the Seller to extend the execution dates and deadlines in accordance with the extent and duration of these circumstances and their consequences without granting the Buyer a right to withdraw from the contract or a claim for damages.

Explicitly not Force Majeure events are the current COVID-19 pandemic as well as the war in Ukraine, as well as governmental regulations, decisions or other measures issued due to these.

14. Confidentiality and Data Protection

The Seller shall keep strictly confidential, and not without the Buyer’s prior written consent, disclose to any third party any Confidential Information, and shall allow access to Confidential Information only to such employees who need such access to perform the Agreement. The Seller shall use the Confidential Information only for the purpose of performing the Agreement.

Seller acknowledges that proprietary and confidential information will be received from Buyer or developed for Buyer under the Purchase Order, regardless of whether such information is marked or identified as confidential.

Seller’s obligations under this Section will continue for a period of ten (10) years from the date of disclosure of information covered by this Section, unless a longer period is specified in writing by Buyer.

The Seller undertakes to process personal data transmitted within the scope of the Buyer's orders exclusively in accordance with the provisions of the GDPR and the any additional local legislation. The Seller is obligated, if necessary, to conclude a data processing Agreement with the Buyer pursuant to Art. 28 GDPR.

15. Termination

Buyer may terminate the Purchase Order, without liability to Seller if any of the following or comparable events occur; a) Seller becomes insolvent, b) insolvency proceedings have been initiated by or against Seller c) insolvency proceedings are dismissed due to the lack of assets, d) a receiver or trustee is appointed for Seller, or e) Seller executes an assignment for the benefit of creditors. Seller will reimburse Buyer for all costs and damages incurred by Buyer in connection with the events defined above including without limitation legal and other professional fees.

Buyer may terminate the Purchase Order, without liability to Seller, if Seller: a) disclaims, breaches or threatens to breach any of the Terms, b) fails or threatens not to deliver Goods or perform Services in connection with the Purchase Order, c) fails to make progress or to meet reasonable quality requirements (or the Buyer reasonably believes so) so as to endanger timely and proper completion or delivery of Goods and does not correct the failure or breach within fourteen (14) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach, or d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller.

In addition to any other rights of Buyer to cancel or terminate the Purchase Order, Buyer may at its option immediately terminate all or any part of the Purchase Order at any time and for any reason by giving a two-week written notice to Seller. Upon termination by Buyer, Buyer will be obligated to pay the following: a) the Price for all finished Supplies in the quantities ordered by Buyer that conform to the Purchase Order, b) Seller's reasonable actual cost of work-in-process, parts and materials, c) Seller's reasonable actual costs of settling claims regarding its obligations to its subcontractors to the extent directly caused by the termination.

Buyer may inspect, review and audit Seller's records before or after payment to verify amounts requested in Seller's termination claim. Buyer will have no obligation for payment to Seller under this Section if Buyer terminates the Purchase Order or portion thereof because of a default or breach by Seller.

16. Provisions for Subcontracting

Price and Remuneration

If a fixed price has been agreed upon, all Services, expenditures and costs of Contractor shall be deemed covered by this fixed price, except where otherwise expressly agreed upon.

If time and material-based remuneration has been agreed upon, the remuneration shall be based on hourly rates. Time spent which is invoiced on the basis of hourly rates must be recorded and billed to the exact of at least one hour and by providing a comprehensive activity report.

Traveling times shall only be remunerated as working time, if these have been used for the provision of the Works and Services and expressly agreed upon beforehand.

The Contractor shall not be entitled to any additional remuneration for any outside business hours, Saturday, Sunday or public holiday work, unless the execution of work outside business hours, Saturday, Sunday or public holiday as well as the additional remuneration resulting thereof has been expressly agreed upon beforehand.

Unless agreed otherwise, travel and accommodation costs shall be reimbursed to the Contractor only if employees of the Contractor are performing journeys for the purpose of executing the agreed Works and Services and if the Client has given its prior consent in writing to bear the related travel costs. Unless agreed otherwise, travel and accommodation costs shall be reimbursed only upon presentation of the relevant receipts.

Other costs and expenses of the Contractor shall be reimbursed only if and insofar as these have been agreed upon beforehand and meet the agreed requirements in respect of their cost effectiveness. Costs and expenses shall be billed without any surcharge. For invoicing, copies of all receipts for the costs to be billed shall be submitted with the respective invoice. The Client may at any time insist on original receipts to be submitted.

Change of Scope

Any changes regarding the contractually agreed scope of Works or Services ("Change Request") could be made only in adherence with the following process:

a) The notification regarding the change must be made in writing.
b) If the proposed change should result in in a change of the agreed time

schedule or remuneration, such changes shall be calculated on the basis of the original calculation.

c) If Client accepts the offer in a written form, the Change Request shall form an integral part of the contract and the contract shall be amended and/or supplemented by the agreed Change Request.

Third Parties

Unless otherwise agreed, the Contractor shall be entitled to appoint a third party to execute Works or Services for Client only with a Client's prior consent made in writing.

Insofar as the Contractor uses third parties to execute Works and Services for Client, the Contractor shall be responsible for the third party's Works and Services to the same extent as if executed directly by Contractor. The Contractor shall also be liable for any fault of the third party to the same extent as for faults caused directly by the Contractor.

The Contractor shall not be entitled to apply any surcharge, handling fee or the like to the third party's Works and Services.

The Contractor warrants that any personnel involved in the performance of Works and Services will be suitably skilled and experienced to perform the tasks assigned to them.

Handover

Insofar as an acceptance inspection of Works and Services is provided by law or contract, the Contractor shall make Works and Services available to the Client for the acceptance inspection at the agreed point of time or in due time before the agreed date of the acceptance inspection. The Client shall declare its acceptance in writing in so far as the respective Works and Services meet the agreed requirements.

Health and Safety

The Contractor shall ensure that the appointed personnel follow all the directives when working on the premises of Client and other parties related to the execution of Works and Services. These directives include in particular health and safety, fire protection, maintaining order and environmental protection. The Contractor shall also comply with all the statutory provisions.

Termination

The Client may wholly or partly terminate the Purchase Order at any time without providing reasons. In the event of such termination The Client shall pay for the Works and Services provably executed up to the effective date of termination, in the sum of the corresponding portion of the agreed total price and reimburse further costs provably incurred and resulting directly from the Purchase Order. The Contractor shall not be entitled to any further claims for performance or damage claims on account of such termination.

The Works and Services executed up to the effective date of termination shall be billed at the contractually agreed prices and only insofar as they can be used by the Client as intended.

17. Final Provisions

Seller shall not assign or delegate its obligations under the Purchase Order without Buyer's prior written consent.

In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Supplies, including all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

The Buyer and the Seller are and remain independent contractors and Agreement does not create an agency, representation, dealership, consortium, joint venture, etc. between the parties. The Purchase Order does not grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

All provisions of the Agreement, including these General Purchasing Terms, are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such provision shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions shall remain valid and enforceable.

The failure of either party at any time to require performance by the other party of any provision of the Purchase Order will not affect the right to require performance at any later time, nor will the waiver of either party of a breach of any provision of the Purchase Order constitute a waiver of any later breach of the same or other provision of the Purchase Order.

Insofar as the provisions of these General Purchasing Terms do not regulate certain matters, the relevant statutory provisions shall apply.

18. Governing Law and Dispute Resolution

Unless otherwise explicitly agreed, the Agreement shall be governed by the laws of the place where the Buyer is domiciled, excluding any conflict of law provisions contained therein as well as the UN Convention on Contracts for the International Sale of Goods.

The venue for all disputes arising out of or in connection with contractual relationships based on these General Purchasing Terms shall be the registered office of the Buyer. The Buyer has the right to initiate legal action against the Seller at a court near the Seller's place of business or branch or at a court near the place of performance at Buyer's discretion.