

# General Terms and Conditions of Sale

of  
**Roll4You, s.r.o.**

Olšany 18, 78962 Olšany, Czech Republic

## 1. Scope

In the following the term "Seller shall refer to

**Roll4You, s.r.o, CZ-78962 Olšany**

These general terms and conditions of sale ("**General Terms**") shall govern the Contract between the parties to the exclusion of any other terms of the Buyer regardless of any specific or general terms and conditions which may appear on the purchase order or other documents of the Buyer. The "**Contract**" means the Contract for the sale by the Seller and purchase by the Buyer (the "**Buyer**") of goods and/or services whether present or future. Any reference in this General Terms or other documents of the Seller to Incoterms shall be a reference to the current version as issued by the ICC (International Chamber of Commerce) from time to time (currently INCOTERMS 2020).

## 2. Offer, Information, Conclusion of Contract

2.1. No offer shall be binding for the Seller unless expressly agreed in writing to be binding. Any quality data or information contained in data sheets, brochures and other oral or written information shall be deemed guidance on principles only and an invitation to treat as opposed to a firm offer. The same shall apply for the samples, sample rolls and the like provided.

2.2. Orders, as well as modifications by the Buyer to confirmed orders or any oral agreements shall be deemed accepted and binding only upon written confirmation by the Seller through its authorized representatives. Failure to reply by the Seller shall not be deemed tacit approval. The Seller's acceptance of order is conditional on the Buyer's assent to these General Terms. Acceptance of delivery without prior objections to these General Terms shall constitute such assent. If after the Seller's confirmation of the order the Buyer requests or causes any additional modifications to the order data, the Seller may correspondingly adjust any contract terms affected thereby.

## 3. Prices, Terms of Payment, Delay

3.1. Any and all prices shall be in Euro as agreed and exclusive of VAT unless a different currency has been agreed with the Buyer or is required under applicable law.

3.2. Unless agreed otherwise in writing (in particular by way of INCOTERMS), the prices are FCA (Free carrier) without packing charges, transport costs and expenses and exclusive of the applicable VAT. The Buyer bears the applicable VAT as well as all packing charges, transport costs, fees, other taxes and duties in connection with the deliveries.

3.3. Should there, after the conclusion of the Contract, occur a substantial increase of the relevant price determinants, as e.g. of the price for raw material and auxiliary commodities, wages and other social costs, cost for energy, taxes and likewise expenses at the Seller or a supplier of the Seller, the Seller shall be entitled to adjust the prices accordingly for all deliveries to be made.

3.4. To the extent legally possible under applicable laws, in case prices are agreed with the Buyer in a currency other than Euro, and this currency devaluates by 5% or more versus the Euro after the conclusion of the Contract, the Seller shall be entitled to set a new price increased accordingly and to invoice such higher price, provided that the Buyer is notified of such an increase at least 10 days in advance.

3.5. In the event the Euro currency as established under the principles of the Economic and European Union ceases to exist as single currency through monetary union in accordance with the European Union treaty law (as amended from time to time) all payment obligations of the Buyer towards Seller shall be redenominated in such currency which is adopted as single currency by such monetary union of EU Member States that the country in which the Seller is located ("**Country of Residence**") has joined as member. If the Country of Residence does not join any such new monetary union all payment obligations of the Buyer towards Seller shall be redenominated in such currency that is unilaterally adopted by the Country of Residence to

replace the Euro currency. The amount payable by the Buyer to Seller under any new currency shall be calculated on basis of the exchange rate applying at such moment in time the Euro currency ceases to exist as single currency in accordance with the European Union treaty and any replacement currency is introduced.

3.6. In case of FCA the goods will be invoiced on the date the goods are loaded on the carrier's truck at the Seller's factory or warehouse on the confirmed delivery date. In case of FOB, CFR, CIF and DDP deliveries the goods will be invoiced on the date the goods have been dispatched from the Seller's factory or warehouse. Unless otherwise agreed in writing, payment shall be due thirty (30) days net of the invoice date, with no discount for early payment. Payments are not considered to be settled until the Seller receives payment confirmation from its bank. If the Buyer fails to make payment when due or if the Buyer's credit is for any reason no longer acceptable, the Seller may, at its discretion, consider the Contract breached, accelerate all unpaid amounts, claim interest for delayed payment(s) and/or cancel or suspend any pending deliveries to the Buyer. Without prejudice to the Seller's other rights, if the Buyer fails to pay on the due date, the Seller may charge interest on a daily basis at the rate of 5% p.a. above the six month EURIBOR base rate (compound interest rate also applies to transactions denominated in other currencies), as announced by the European Central Bank, and applicable on the last day of the calendar half-year immediately preceding the calendar half-year in which the Buyer's default occurred, however, not more than agreed by the parties separately in writing. The Buyer shall indemnify the Seller in respect of all costs (including legal fees) reasonably incurred in attempting to recover the overdue amount.

3.7. The Seller may at its sole discretion require the Buyer to pay for deliveries in advance or provide other securities. In cases of repeated late payment or changes in the Seller's reasonable evaluation of the financial standing of the Buyer, the Seller may either terminate the Contract or request advance payment or other securities where the same has not been agreed beforehand and the Buyer shall bear any costs and expenses resulting therefrom.

3.8. The Buyer shall not be entitled to withhold payment of any amount due to the Seller nor shall the Buyer have any right of set-off unless counterclaims of the Buyer are acknowledged by the Seller in writing, undisputed or recognized by final and legally binding court decision.

## 4. Packaging, Delivery and Passing of Risk

4.1. The packing shall be determined upon confirmation of the order. Unless a specific packaging is agreed in writing, the goods shall be packaged so as to withstand the normal rigors of shipping, storage and distribution.

4.2. Unless otherwise agreed in writing the terms of delivery shall be FCA (Olšany)

4.3. In case of FCA deliveries the Seller's factory or warehouse from which the goods are collected shall be the place of performance. All risks and hazards shall pass to the Buyer at the place of performance as soon as the goods have been loaded on the carrier's truck on the confirmed delivery date.

4.4. In case of FOB, CFR and CIF deliveries all risks and hazards shall pass to the Buyer as soon as the goods have been loaded on board of the nominated vessel.

4.5. In case of DDP deliveries, all risks and hazards shall pass to the Buyer at the time of delivery to the Buyer's premises or other agreed point of delivery.

4.6. If the Seller, upon the Buyer's request, despatches the goods to any other place than the place of performance, all risks and hazards shall pass to the Buyer upon the Seller having handed over the goods to the shipping agent, the carrier or any other person or agency designated for such handling ("**Designated Freight Forwarder**").

4.7. Irrespective of the applicable delivery terms, all risks and hazards shall pass to the Buyer, if the Buyer or its Designated Freight

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Forwarder wrongfully fails to take delivery of the goods, at the time when the Seller has tendered delivery of the goods. If collection/delivery is delayed due to circumstances within the Buyer's reasonable control, the risk of loss or damage shall pass to the Buyer at the date of notification of readiness for collection/delivery. Without prejudice to its other rights, the Seller shall be entitled to bill the warehousing costs commencing five business days following the notification of readiness for collection/delivery, and to dispose of the goods at its own discretion provided that an appropriate grace period notified in writing to the Buyer announcing the intention to dispose of the goods has expired without results.

4.8. In cases of Force Majeure (see below) the Seller may store the ordered goods at the Buyer's risk and expense.

## 5. Delivery Time, Partial Deliveries, Variances

5.1. The Seller's written confirmation (including per e-mail) of the order shall be authoritative for delivery time (lead time), mode and quantity. The Seller is entitled to deliver in installments provided that these are reasonable for the Buyer.

5.2. Delivery dates and lead times quoted are estimates only unless explicitly guaranteed in writing by the Seller to be binding. In case the Seller is culpably in delay with deliveries for which a delivery date has been guaranteed by the Seller by more than three business days, the Buyer may claim a penalty in the amount of 0.1% of the net invoice value of the respective portion per day, such penalty, however, being capped with a maximum amount of 1% of the net invoice value of the respective portion. The claim for payment of the penalty as set forth in the two preceding sentences shall be the sole remedy of the Buyer in case of delay attributable to the Seller to deliver goods at the guaranteed delivery date.

5.3. If the beginning of the term of delivery (lead time) is not fixed by the Seller otherwise, the term of delivery commences with the date of the confirmation of the order. However, the Seller shall not be obliged to deliver until all obligations incumbent on the Buyer before delivery (e.g. technical, commercial requirements, official permits, authorizations and licenses, etc.) have been fulfilled. If the Buyer fails to provide the Seller with the necessary information, within due time, the Seller shall not be obliged to comply with any guaranteed delivery times. The Seller reserves the right to terminate the Contract after granting a reasonable grace period. In the event the Buyer requires any modifications after acceptance of the order, the term of delivery (lead time) shall commence only upon the Seller's written confirmation of such modifications. The delivery term shall particularly not commence until the Buyer proves that – if contractually agreed – a letter of credit has been obtained, or that an advance payment or security has been provided by the Buyer.

5.4. Timely delivery shall have occurred:

- a) In case of FCA if the goods are loaded on the carrier's truck at the Seller's factory or warehouse on or before the agreed delivery date or within the respective lead time;
- b) In case of FOB, CFR and CIF if the goods on or before the agreed delivery date or within the respective are loaded on board the nominated vessel;
- c) In case of DDP if the goods are handed over to the Buyer at the Buyer's premises or other agreed point of delivery on or before the agreed delivery date or within the respective lead time.

5.5. If the Buyer or its Designated Freight Forwarder wrongfully fail to take over the goods or in case of delay attributable to the Buyer or its Designated Freight Forwarder timely delivery shall have deemed to occur once the Seller has notified the Buyer that the goods are ready for collection/delivery within the term of delivery.

## 6. Warranties

6.1. Subject to the following provisions, the Seller warrants that goods delivered pursuant to a Contract shall comply with all properties and characteristics expressly agreed in writing or to be customarily expected pursuant to the legal provisions under

the substantive national laws applicable to the Seller at the time when risk passes to the Buyer. The Seller does not undertake any warranty in respect of defects caused by improper handling, wear and tear, storage, any alteration of the goods by the Buyer or any use by the Buyer in a manner which adversely affects the performance of the goods or other acts or omissions of the Buyer or of third parties. The Seller shall not be obliged to notify the Buyer of the unsuitability of its instructions or specifications unless the Seller is aware of such unsuitability.

6.2. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES; WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR AN INTENDED PURPOSE OR PARTICULAR USE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

6.3. A delivery shall be deemed to have been effected in compliance with contractual arrangements if the Seller delivers to Buyer a quantity that does not deviate from the ordered quantity by more than 7%.

6.4. The Buyer is obliged to inspect the delivered goods immediately upon receipt, however, in any case prior to onward sale or processing of the goods, as to any defects. If the goods do not comply with the agreed quality standards, processing must not commence before the Seller has approved thereof in writing. For claims in connection with defects, the following provisions shall apply:

- a) in case of deviations in quantity (i.e. delivered quantity is larger or smaller than contracted quantity) the defects are to be notified by the Buyer to the Seller forthwith, however, in any event within seven days after receipt of documents showing weight or quantity of the delivered goods and/or after delivery;
- b) in case of defects in quality which can be ascertained by visual inspection of the goods or the packaging or by sampling, the defects must be notified by the Buyer to the Seller forthwith, however, in any case within seven days after delivery;
- c) in case of defects in quality which cannot be determined by visual inspection or by sampling, the defects are to be notified by the Buyer to the Seller forthwith on detection, however, in any event within six months of delivery.

Later notifications of defects/complaints cannot be accepted.

6.5. In case of papers used as component for tobacco products, papers applied for packing of food, in particular packaging applications for organoleptically sensitive products, and papers applied for packaging of pharmaceutical products, the Buyer is obliged to check the suitability of the goods before processing and forthwith notify the Seller in case of defects or unsuitability. The Buyer shall obtain all necessary permits, licenses, approvals and the like to export, import, use and process any papers sourced from the Seller being used as component for tobacco products, papers applied for packaging of food and pharmaceutical products.

6.6. When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide the Seller with product samples and any other suitable documents to support such claim. Defective goods must be kept available for the Seller's inspections for 14 days from the date of the notification and must not be returned to the Seller early. Any notification of a defect shall be in writing. If such notification or availability of defective goods for inspection by the Seller are not effected in compliance with the above provisions, any and all warranty, damage and other claims of the Buyer shall be excluded.

6.7. Until the facts of the case have been ascertained, the Buyer shall duly store the goods and, in the interest of both contracting parties, keep them insured to cover the purchase price. If it is suspected that the damage occurred during transport, the Buyer is further obliged to notify the forwarding agent (carrier)

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forthwith, however, in any case within the deadline provided in the forwarding contract.

- 6.8. If the quantity of the goods delivered by the Seller falls below customary or agreed tolerances (as applicable), the Seller's sole obligation shall be to deliver additional goods to make up for any such deficiency.
- 6.9. Quality defects in the delivered goods shall be remedied by improvement or replacement of the defective item(s) free of charge. In the event that improvement or replacement is either impossible or would involve unreasonably high expenses for the Seller, the Buyer shall be entitled to a reduction of the price. Any claims in addition thereto, such as in particular claims for cancellation of the Contract, claims for damages or claims for substitute performance shall be excluded to the extent permitted by law.
- 6.10. Any legal presumption under applicable law to the effect that the goods were defective upon delivery shall be excluded.
- 6.11. Any warranty claims of the Buyer shall come under the statute of limitation seven months after the passing of risk. The duration of a delay in acceptance, if any, shall be included in such seven-months period.
- 6.12. The fulfilment of any warranty obligations of the Seller shall be subject to the Buyer fulfilling any and all of its Contractual obligations, in particular its payment obligations as agreed.

## 7. Liability

- 7.1. Any claims against the Seller which are not explicitly permitted pursuant to the Contract or to these General Terms shall be expressly excluded to the extent this is legally admissible.
- 7.2. Any damage claims of the Buyer that are not asserted within six months of becoming aware of the damage, shall come under the statute of limitation.
- 7.3. Any liability of Seller for slight negligence shall be excluded, except for cases of death and personal injury.
- 7.4. To the extent this is legally admissible, the amount of any damage claims justified on the merits pursuant to mandatory legal provisions and/or pursuant to the Contract and these General Terms shall be limited to the purchase price of the respective delivery being subject of the claim. In no event, whether as a result of contract, warranty, tort (including negligence), strict liability or otherwise, the Seller shall be liable towards the Buyer for consequential losses, incidental, special or punitive damages, costs or expenses, financial loss, loss of profits or interest, or other economic advantage, including but not limited to loss of production, loss of business reputation or opportunity, loss or excessive utilization of raw material or energy, plant shut down, cost of capital, labor charges and the like.
- 7.5. The liability limitations as set out in this clause shall also apply to the Seller's legal representatives, employees and agents.

## 8. Product Liability

- 8.1. The Buyer shall be obliged to use the goods manufactured, imported or brought into commercial use by the Seller in accordance with their specifications and customary application. The Buyer shall not alter the goods in a manner which adversely affects the proper performance of the goods. The Buyer shall ensure that the Seller's goods (also as components) shall only be made available to persons who are acquainted with the hazards and risks attaching to these products for use pursuant to the specifications/customary application and/or shall only be brought into commercial use by such persons.
- 8.2. Any specific properties of the Seller's products shall be deemed agreed only if explicitly confirmed in writing. The Seller is basically not liable for damages due to the faulty construction of a product of which goods delivered by the Seller constitute a component or caused by the instructions for use of the manufacturer of such products.
- 8.3. Furthermore, if the Buyer uses the goods delivered by the Seller

as components for its own products, the Buyer shall be obliged when putting such products into commercial use to extend the obligatory information to consumers under product liability law also to the goods delivered by the Seller.

- 8.4. The Buyer is obliged to observe the products brought into commercial use by it also after having brought them into commercial use as to any detrimental properties or hazards in connection with their use as well as to pay attention to the scientific and technical developments relating to such products and to inform the Seller forthwith of any defects of the goods delivered by the Seller detected thereby.
- 8.5. The Buyer shall indemnify the Seller for any liabilities, losses, damages, costs and expenses incurred to the Seller owing to a failure by the Buyer to comply with the above provisions.
- 8.6. Where the Buyer has indemnified a third party due to a defective product under mandatory provisions of product liability law the Buyer shall have to prove, if recourse is sought, that the defect in the end product was caused or partly caused by a defect in the goods delivered by the Seller. Such claims shall furthermore be deemed excluded, except for cases of intent and gross negligence.

## 9. Indemnity for health claims relating to the use of the Buyer's products

- 9.1. The Buyer shall defend, indemnify and hold harmless the Seller, its directors, officers, employees, affiliates and agents, from and against any and all third party demands, actions, suits, proceedings, losses, liabilities, claims, damages, assessments, judgments, compromises, settlements, fees, expenses (including attorneys' fees, interest, penalties, investigative expenses and court costs) that are caused by, relate to, arise out of, or result in connection with, any claim for adverse health effects or health risks relating to the use of the Buyer's products.

## 10. Force Majeure

The Seller shall not be liable or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control ("**Force Majeure**") including machinery breakdown, strike, lock-out, insufficient supply of materials or energy, shortage of personnel, lack of transport means, cyber attacks, epidemic, fire, flood, earthquake, other Acts of God, war, riots, hostilities, terrorism, changes in legislation making performance illegal, and similar events or circumstances. This clause shall also apply if the Seller's suppliers suffer any of these Forces Majeure events. In case where a Force Majeure event occurs during an already existing delay, the period of grace which has to be granted to the Seller by the Buyer shall not expire before the Force Majeure event ceased. The Seller shall inform the Buyer of the start and end of any Force Majeure as soon as possible.

## 11. Retention of Title

- 11.1. Title to all delivered goods remains with the Seller until the Buyer has paid all sums owing to the Seller in connection with the respective Contract and all other obligations of the Buyer towards the Seller arising under or in connection with the respective Contract have been fulfilled. Any processing of the delivered goods by the Buyer takes place on behalf of the Seller without imposing obligations on the Seller. If the delivered goods are processed with other goods not owned by the Seller, the Seller acquires a co-ownership on the newly produced goods pro rata the value of the delivered goods at the time of the processing.
- 11.2. The Buyer shall be entitled to sell the delivered goods in the usual course of business. Any possible claims resulting from such sale shall herewith be assigned to the Seller in advance and the Buyer shall undertake all necessary publicity requirements for enforceability of such assignment. The Buyer shall provide The Seller with written customer lists upon the Seller's request. If the Buyer sells any goods co-owned by the Seller, the assignment shall apply in the same volume as this co-ownership. The Seller shall be entitled to collect the assigned sum.
- 11.3. The Buyer is obliged to appropriately insure the goods still owned

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by the Seller against all common risks, particularly against fire, burglary or damage caused by water at its own expense, to treat them cautiously and store them properly.

- 11.4. In case the Buyer is in delay of overdue payment considering a grace period of 10 working days, the Seller shall be entitled to demand restitution of the delivered goods or to collect the delivered goods and to sell them as they are (i.e. including their packing) to any third persons. One or several of these acts shall not be considered as termination of the respective orders and does not relieve the Buyer to effect payment of the invoiced amounts. In case the delivered goods are sold to third parties by the Seller, the Buyer states and guarantees that this will not result in the infringement of any intellectual property rights (e.g. trademark rights with regard to signs, logos and words, etc.) that are imprinted on the respective goods or packaging and waives any rights the Buyer may have against the Seller resulting therefrom.
- 11.5. The Seller may, at its free discretion, however, also terminate the unpaid order, without limiting any of the Seller's claims arising out of or in connection with the Buyer's breach of contract, in particular claims for damages.

## 12. Intellectual Property Rights of Third Parties

- 12.1. The Buyer shall bear the sole responsibility for the obtaining of intellectual property rights in the ordered design of the goods as well as in all printed matter, drafts and completed specimens and shall indemnify the Seller and hold the Seller harmless against all claims, costs, damages, and expenses (including legal expenses) resulting from any actual or alleged infringement of any third party intellectual property rights.
- 12.2. Notwithstanding the above, the intellectual property rights in any specifications written or determined by the Seller as well as designs, samples, sample rolls, patterns, and other information attributable to the Seller shall remain the exclusive property of the Seller.
- 12.3. The Buyer shall not assert any claims to intellectual property rights, copyrights or any other rights to specifications written or determined by the Seller or design, samples, sample rolls, patterns, and other information attributable to the Seller, nor manufacture or have manufactured for itself or for third parties any objects in which, or in the manufacture of which, any information or knowledge of the Seller was used directly or indirectly; nor shall the Buyer use any of the designs, documents, information or knowledge directly or indirectly made available by or made known to it by the Seller for the purposes of securing own intellectual property rights or copyrights or preventing the granting of intellectual property rights or copyrights to the Seller.
- 12.4. If the Buyer secures any intellectual property rights in violation of Articles 12.2 and 12.3, the Buyer hereby agrees that the Seller shall own all right, title and interest in and to such intellectual property. To the extent that the right, title and interest in and to such intellectual property cannot be assigned to the Seller pursuant to this Article 12.4 under applicable laws, the Buyer hereby grants to the Seller an exclusive, irrevocable, royalty-free, world-wide and perpetual license to use, sub-license, assign, modify, develop, enhance and otherwise exploit in any manner the intellectual property.

## 13. Confidentiality

The Buyer shall keep confidential all information received from the Seller in which form and format whatsoever, in particular but not limited to know-how, specifications, formulas, samples and business data. The obligation to maintain secrecy shall remain in force irrespective of any termination of the business relationship between the parties until the information has become part of the public domain other than through fault of the Buyer.

## 14. Place of performance, Governing law, Jurisdiction

- 14.1. Unless agreed otherwise in writing, the place of performance for monetary obligations is agreed to be the Seller's place of business.
- 14.2. The Contract as well as the General Terms shall be governed by

substantive national law applicable to the Seller as amended at the time of the conclusion of the contract.

- 14.3. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby explicitly excluded pursuant to Article 6 thereof.
- 14.4. In case the Buyer is located in one of the **member states of the European Union** any and all disputes arising out of or in connection with any Contract or with these General Terms, or any infringement, termination or nullity thereof, shall be subject to the exclusive jurisdiction of the competent court at Seller's corporate location. Any such disputes may also be brought before the competent court at the Buyer's corporate location, at the sole discretion of Seller. Upon written notification of the Buyer to the Seller of his intention to take legal actions, the Seller shall inform the Buyer within 20 business days about his choice of forum. If the Seller fails to inform the Buyer about his choice of forum, it shall be deemed that the Seller agreed to the exclusive jurisdiction of the competent court at Seller's corporate location.
- 14.5. In case the Buyer is located in a country that is **not a member state of the European Union** any and all disputes arising out of or in connection with any Contract or with these General Terms, or any infringement, termination or nullity thereof, shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber Vienna (Vienna Rules) by one or three arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Vienna, the language to be used in the arbitral proceedings shall be English. Any dispute, controversy, confrontation of complaint arising from or relating to the Contract may also be brought before the competent court at the Seller's corporate location, at the sole discretion of Seller. Upon written notification of the Buyer to the Seller of his intention to take legal actions, the Seller shall inform the Buyer within 20 business days about his choice of forum. If the Seller fails to inform the Buyer about his choice of forum, it shall be deemed that the Seller agreed to arbitration.

## 15. Miscellaneous

- 15.1. Any notices made on behalf of the Seller shall be legally binding only if issued by the required number of authorised representatives (managing directors, authorised signatories, proxies).
- 15.2. The Buyer must not assign any of its rights or obligations arising under the Contract without the Seller's prior written consent.
- 15.3. To the extent legally possible under applicable laws, the Seller may cancel any Contract with immediate effect if the Buyer enters a voluntary arrangement with its creditors, is subject to a bankruptcy proceeding, suffers an administration order, goes into liquidation or has a receiver appointed.
- 15.4. If any part or provision of this General Terms or the application of any such part or provision to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect by any competent arbitral tribunal, court, governmental or administrative authority, (a) such invalidity, illegality or unenforceability shall not affect any other part or provision of this General Terms or the application of such part or provision to any other persons or circumstances, and (b) the Buyer and Seller shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the invalid, illegal or unenforceable part or provisions of this General Terms without being invalid, illegal or unenforceable, and shall execute all agreements and documents required in this connection.
- 15.5. No waiver of any provision by the Seller shall be deemed a waiver of any subsequent breach by the Buyer.
- 15.6. Any agreements between the Seller and the Buyer must be made in writing. Verbal agreements shall be void. Changes and amendments to these General Terms shall only be effective if made in writing. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

## 16. Electronic Mailing of Documents

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16.1. The Buyer agrees that documents relevant to his order (e.g. confirmation of order, delivery note, invoice) may be sent to him via e-mail or in another suitable electronic form. All transmissions to the e-mail address or any other electronic address advised by the Buyer shall be deemed delivered to the Buyer upon mailing.

## **17. Export Control and Sanctions Laws**

- 17.1. Buyer represents, warrants, and agrees that:  
Buyer is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
- 17.2. Relating to a Contract and the goods delivered pursuant to a Contract, Buyer is in strict compliance with and will continue to comply with all export control and sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in performance of a Contract. Buyer will not take any action that would cause Seller to be in violation of Sanctions Laws.
- 17.3. Buyer will not sell, export, re-export, divert, use, or otherwise transfer any goods delivered pursuant to a Contract: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws.
- 17.4. Buyer's failure to comply with the above provisions will be deemed a material breach of a Contract and Buyer will notify Seller mediately if it violates, or reasonably believes that it will violate, any terms of the above provisions. Buyer agrees that Seller may take any and all actions required to ensure full compliance with all Sanctions Laws without Seller incurring any liability towards Buyer.
- 17.5. Buyer shall indemnify and hold harmless the Seller from and against any claim proceedings, action, fine, loss, cost and / or damages arising from its non-compliance with or supply of untrue or incorrect information related to Sanctions Laws, and Buyer shall compensate the Seller for all damages, losses and expenses resulting thereof.

**June 2023**