

# HALTON GLOBAL STANDARD FOR GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES (2018 PS English)

## 1. Parties and Interpretation

The following terms, when used, shall have the following meaning:

Affiliate(s): any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;

Change Order: a change to an Order such as to alter, amend, omit, add to, or otherwise to change the Order or any parts thereof;

Contract: a written agreement and/or an Order for the purchase of Goods and/or Services by Customer from Supplier, including any other documents submitted by Customer to form a part thereof, such as, but without limitation to any specifications, which Halton GTC shall be attached and/or applicable to;

Customer: Party ordering Goods and/or Services from a Supplier;

Customer Data: any data or information, including data relating to an identified or identifiable individual, acquired by a Supplier in preparation of, or during the fulfillment of a Contract, irrespective of whether such data or information relates to a Customer, its Affiliates or their respective customers or suppliers and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Goods and/or Services to be provided (whether before or after acceptance of a Contract and/or Order);

Delivery: delivery of Goods or provision of Services by Supplier in accordance with Clause 5.2;

Embedded Software: software necessary for operation of Goods and embedded in and delivered as an integral part of Goods, or software necessary for the delivery of Services;

Goods: items to be delivered by a Supplier in accordance with a Contract and/or all materials, documents, or other deliverables which are the result of Services provided by a Supplier ("Service Results") under a Contract in any form or media, including without limitation to data, drawings, reports and specifications;

Intellectual Property Rights: patents, patent applications, utility models, copyrights, database rights and rights in trademarks, trade names, designs, trade secrets, knowhow, and invention disclosures, whether registered or unregistered as well as all other intellectual property rights and similar forms of worldwide protection;

Order: Customer's Order issued to a Supplier for the purchase of Goods and/or Services either in writing, pdf-form or in an electronic form;

Party: Customer or Supplier, collectively as "Parties";

Services: Services to be provided by a Supplier in accordance with a Contract, including without limitation Service Results and service level agreements/obligations; and

Supplier: Party providing Goods and/or Services to Customer.

## 2. General

2.1 The Halton Global Standard for General Terms and Conditions for Purchase of Goods and/or Services (2018 PS), hereinafter "Halton GTC" shall govern the Contract. Halton GTC shall be available at [www.halton.com](http://www.halton.com) and delivered to the Supplier at Supplier's request. By sending an order confirmation the Supplier accepts Halton GTC, unless otherwise agreed between the Parties in writing. References to clauses relate to clauses in this Halton GTC. Headings are for convenience only and do not affect the interpretation of Halton GTC.

2.2 Unless otherwise expressly agreed between the Parties in writing, the terms and/or conditions delivered with or contained in the Supplier's quotations, acknowledgements, acceptances, specifications or similar documents will not form part of the Contract. The Supplier waives any right which it might have to rely on such terms and/or conditions.

2.3 The Supplier shall accept the Contract either expressly by written statement or in an implied manner by fulfilling the Contract in whole or in part.

2.4 Any amendments to the Contract must be agreed in writing between the Parties.

## 3. Supplier's Responsibilities

3.1 The Supplier shall deliver the Goods and provide the Services in accordance with the Contract and Halton GTC. The Supplier shall not make any changes or modifications to the Goods (including but not limited to a change from one sub-supplier to another) and/or Services nor to the production location, process or formula used in production unless separately agreed between the Parties beforehand. If the Supplier does not act accordingly, the Customer is entitled, in addition to direct damages, to claim reasonable indirect and consequential damages which the Supplier agrees to pay, unless otherwise agreed between the Parties.

3.2 The Supplier shall accept the Orders and confirm the delivery date within forty-eight (48) working hours of the Supplier's receipt of the Order by way of written order confirmation to the Customer, unless otherwise agreed between the Parties. In case the Supplier does not confirm the Order within the said time, the Order shall be deemed confirmed by the Supplier. The Supplier shall not be entitled to reject any Orders submitted in accordance with the Contract. The Parties shall agree in writing on the type of ordering procedure to be used.

3.3 The Supplier shall ensure that the Goods are packed at its own cost according to industry standards and in a manner adequate to preserve and protect the Goods.

3.4 When the Customer identifies quality related issues on the part of the Supplier, the Customer will notify the Supplier thereof and the Supplier shall take corrective action accordingly at its own cost.

3.5 The Customer may issue Change Orders to the Supplier, and the Supplier shall carry out such Change Orders. If any Change Order causes an increase or decrease in the cost of, or the time required for the delivery or performance of any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule as approved by the Customer in writing.

3.6 The Supplier must not suspend the Delivery of any Goods or the provision of any Services as time is of essence to the Customer.

3.7 The Supplier assumes full and exclusive responsibility for any occupational accident or disease occurred to its employees and its subcontractors in relation to the provision of the Goods and/or Services. The Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors.

3.8 The Supplier shall maintain consistent standards of quality control in respect of the manufacture of the Goods in accordance with the samples provided to the Customer and all improvements to the standards of Goods that are developed and agreed on.

3.9 The Customer shall be under no obligation to order the Goods from the Supplier, nor to pay for quantities which exceed the quantity of Goods ordered by the Customer. No pre-shipment of the Goods in deviation from the agreed date of Delivery may be made without prior written approval from the Customer. Any such exceeding shipment or pre-shipment made without the Customer's prior written consent may, at the option of the Customer, be returned at the Supplier's cost and expense.

3.10 The Supplier shall allocate fully qualified personnel with adequate expertise and knowledge in the provision of Services and shall not change any such personnel without a prior, written approval of the Customer. Notwithstanding the obligation of the Supplier's personnel to comply with any applicable regulations prevailing at the Customer's premises or at the premises of the clients of the Customer, the Supplier shall remain as employer at all times being responsible for employer's obligations and no employment relationship shall be deemed to exist between the Customer and the Supplier's personnel.

#### 4. Prices, Payment and Invoicing

4.1 In consideration of Goods delivered and/or Services provided by the Supplier in accordance with the Contract, the Customer shall pay to the Supplier the purchase price stated in the Contract. The purchase price shall be inclusive of all taxes and costs, including but not limited to materials, workmanship, packaging, inspections, tests, certificates, conformity declarations, statements, material safety data sheets and other similar costs, unless otherwise agreed between the Parties in writing.

4.2 Any changes to the prices shall be separately agreed between the Parties in writing, unless otherwise agreed in writing. If the Supplier sells Goods and/or provides Services to the Customer, Customer Affiliates or subcontractors at a more favorable price than at the price agreed under the Contract, such more favorable price shall become automatically applicable under the Contract.

4.3 The Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details, invoice date, invoice number, Order number and Supplier number, address of the Customer, quantity and specification of Goods and/or Services, price (total amount invoiced), currency, tax or VAT/GST amount (not applicable in USA or Canada), tax or VAT/GST number (not applicable in USA or Canada), terms of delivery and payment terms. The Supplier shall send the invoice as separately instructed by the Customer. Failing to provide an invoice as instructed, the period for payment shall begin from the date the Supplier has provided a comprehensive invoice.

4.4 The Customer shall pay the invoice in accordance with the payment terms agreed in the Contract. Unless otherwise agreed, each payment shall be made within sixty (60) days net calculated from the date of the receipt of the invoice by the Customer. The invoice shall not be considered received by the Customer prior to the actual delivery of the Goods.

4.5 The Customer shall in no case be held responsible for payment delays due to irregularities or delays in the issue or dispatch of an invoice by the Supplier.

4.6 Payment shall not constitute any acceptance by the Customer of the price, quality or quantity of the delivery, and shall not imply a waiver of any right pursuant to the Contract and shall not release the Supplier from any liability in this respect.

4.7 The Services charged on the basis of hourly rates require written confirmation of Supplier's time sheets by the Customer. The Supplier shall submit such time sheets to the Customer for confirmation as may be instructed by the Customer but latest prior to sending an invoice. Confirmation of time sheets cannot be construed as acknowledgement of any claims. The Customer is not obliged to pay invoices based on time sheets, which are not confirmed by the Customer in writing. All travel, accommodation and similar expenses shall be approved by the Customer in advance.

4.8 The Customer reserves the right to set off or withhold payment for the Goods and/or Services not provided in accordance with the Contract. Payment shall be made only after the Order is delivered completely. Each Party shall be responsible for the payment of its own taxes and public payments arising out of the Contract.

#### 5. Delivery of Goods and Provision of Services

5.1 Time is of essence.

5.2 Unless agreed otherwise in the Contract, the Goods shall be delivered DDP and to the place and by the time defined in the Contract in accordance with INCOTERMS 2010 (or the latest version) or, if no such place has been defined, to the Customer's place of business unless otherwise agreed between the Parties. Before sending the order confirmation, the Supplier shall consider time necessary for packing, loading-unloading, delivery to site and time needed for custom clearance, if applicable.

5.3 The Services shall be provided at the time and place specified in the Contract or, if no such place has been specified, at the Customer's place of business.

5.4 The Supplier shall provide no later than at the time of acceptance of the Contract all relevant information related to the Goods. The Supplier shall state the Order number on all documentation.

5.5 The Goods shall be delivered, and the Services shall be provided during the Customer's business hours unless otherwise requested by the Customer.

5.6 Upon Delivery, the Supplier (or its appointed carrier) shall provide Customer a delivery note and any other required export and import documents. If the Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

5.7 Ownership of the Goods passes to the Customer at Delivery. The risk passes according to the agreed terms of delivery according to Incoterms 2010 (or the latest version). To the extent that the Goods contain Embedded Software, ownership of such Embedded Software will not pass to the Customer, but the Supplier shall grant, or – as applicable – shall procure that the third-party owner grants, the Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty free right to use the Embedded Software as integral part of such Goods and/or for servicing either of them.

5.8 The Customer shall have the right to cancel or terminate any unconfirmed Order without liability. The Customer shall further have the right to reschedule any Delivery prior to the dispatch of the Goods from the Supplier's facility, and to cancel the confirmed Order upon a prior, written notice to the Supplier submitted no later than thirty (30) days in advance of the agreed Delivery without liability.

#### 6. Acceptance

6.1 Delivery of the Goods or provision of the Services or related inspection upon the receipt of the same may not be deemed to be acceptance of such Goods or Services by the Customer. The Customer shall have reasonable time to inspect or test the Goods and/or Services and to report any defects to the Supplier. If a defect in the Goods and/or Services was not reasonably detectable during the inspection, the Customer shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

6.2 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to the Customer's written acceptance statement. The Supplier shall inform the Customer in writing within a reasonable time in advance, when the Goods and/or Services are ready for acceptance. The acceptance shall not exclude or limit the liability of the Supplier under Clauses 8 and 12 hereof.

#### 7. Late Delivery

7.1 If the Delivery of Goods or the provision of Services does not comply with the agreed delivery date(s), the Customer may, at its discretion, to:

- terminate the Contract in whole or in part;
- refuse any subsequent delivery of the Goods or provision of the Services;
- recover from the Supplier any expenses reasonably incurred by the Customer in obtaining the Goods and/or the Services in substitution from another supplier;
- specify a more rapid method of shipment than was specified originally and the Supplier shall bear the additional costs incurred thereby;
- claim service level compensation or damages for any cost, loss and expenses incurred by the Customer, which are attributable to the Supplier's delay exceeding the amount of liquidated damages; and
- claim liquidated damages equal to 0.5 % of the Contract value for each day of delay, at the maximum of 10% of the Contract value.

7.2. The above remedies are cumulative and non-exclusive and may be applied separately.

7.3 In case of any anticipated delay, the Supplier shall without any delay inform the Customer of such event in writing.

#### 8. Warranty and Remedies

8.1 The Supplier warrants that the Goods and/or Services are - in accordance with the applicable laws and regulations (including but not limited to regulations and standards related to environment, ethical behaviour, conflict minerals and content of used restricted substances);

- in compliance with the Contract and all the Customer

instructions (including without limitation specifications, service descriptions and intended Service Results);

- free from defects in materials, workmanship and design for Goods, and from deviations or errors in service descriptions or Service Results in relation to Services;

- free from any rights of third parties; and

- fit for any particular purpose as specified in the Contract or, in the absence thereof, fit for the purposes for which such Goods and/or Services would ordinarily be used.

8.2 The Supplier warrants that the Goods are new and unused at the date of Delivery and remain free from defects during the warranty period.

8.3 The warranty period is twenty-four (24) months from the Delivery of the Goods to the client of the Customer, however, not longer than thirty-six (36) months from the Delivery unless otherwise agreed in the Contract in writing. In case of the Services, the warranty period is twelve (12) months from the completion of the provision of Services.

8.4 In case of breach of any warranty, the Supplier shall respond to the Customer within twenty-four (24) hours of the Customer's notification, but no later than during the next business day. The Supplier shall remedy the breach as soon as possible, however, if nothing else has been agreed between the Parties in writing, within one (1) week from the Customer's notification, and in case of failure, the Customer is entitled to enforce one or more of the following remedies at its discretion and at the Supplier's expense:

- to give the Supplier another opportunity to carry out (or to instruct a third party to carry out) any additional work necessary to ensure that the Contract is fulfilled, and/or to obtain prompt repair or replacement of the defective Goods and/or Service Results;
- to refuse any further Delivery without liability;
- to claim such damages as may have been sustained by the Customer as a result of the Supplier's breach of the Contract;
- to terminate the Contract without liability and in the event of termination the Customer's may require the Supplier to refund any consideration received from the Customer for the Goods and/or the unperformed Services and take back the Goods at the Supplier's own cost and risk.

8.5 In case of a breach of any warranty, the entire warranty period shall be restarted for the defective Goods and/or Services from the date the remediation is completed to the Customer's satisfaction.

8.6 Should the non-confirming Goods already have been used by the Customer at the time of ascertaining the non-conformity of the same, the Supplier shall, without prejudice to any rights or remedies available to the Customer under applicable law, be liable for any costs and losses related to the possible recall of the Customer's products as well as destruction of and damage to the Customer's products.

8.7 The rights and remedies available to the Customer under the Contract are cumulative and are not exclusive of any rights or remedies available at law or in equity.

8.8 The Supplier guarantees the subsequent delivery of spare parts for the Goods for ten (10) years from the corresponding Delivery, unless otherwise agreed between the Parties.

8.9 The Customer is entitled to require the Supplier to undertake, at the Supplier's risk and expense, an analysis into the root cause(s) of the quality related issues. Such analysis shall be undertaken and reported to the Customer within ten (10) calendar days of the notification of the quality related issue(s) by the Customer. The Customer reserves the right to undertake an audit of the Supplier operations based on the results of the root cause analysis or related to overall supplier procedure, or if the Supplier fails to comply with this Clause 8.

## 9. Intellectual Property Rights

9.1 Subject to Clause 9.2, the Supplier hereby grants to the Customer, or undertakes to procure that the Customer is granted, a worldwide, perpetual, irrevocable, transferable, non-exclusive, royalty free license to use the Intellectual Property Rights in the Goods, including the Embedded Software, if any.

9.2 The Supplier herewith assigns to the Customer full ownership rights in any Intellectual Property Rights resulting from provision of Services and to the Service Results. The Supplier further agrees, upon the Customer's request and at its own cost, to take all further steps necessary to perfect the Customer's ownership to the Intellectual Property Rights.

9.3 If any claim is made against the Customer alleging that the Goods and/or the Services infringe a third party's Intellectual Property Rights, the Supplier shall at its cost, but at Customer's discretion, (i) procure for the Customer and Customer's clients, as the case may be, the right to continue using the Goods and/or Services; (ii) modify the Goods and/or Services so that they cease to be infringing; or (iii) replace the Goods and/or Services by non-infringing equivalents. This Clause 9 shall be subject to Clauses 12 and 13 hereof.

9.4 Each Party continues to own exclusively its Intellectual Property Rights existing at the date of the Contract and/or developed outside the scope of the Contract.

9.5 The Supplier agrees not to assert any claims against the Customer before any court or administrative agency pertaining to the use of the Goods and/or Services in accordance with the Contract.

9.6 No rights are granted by the Customer, unless otherwise explicitly agreed hereunder.

## 10. Compliance

10.1 The Supplier shall comply and procure that its subcontractors comply, and shall provide the Goods and/or Services in compliance with all relevant laws, regulations, industry specifications and standards, best practices, environmental and ethical regulations, hygienic requirements for HVAC installations, regulations for hazardous materials and codes of practice relevant to the country of installation.

10.2 The Supplier and its subcontractors must comply with the Halton Supplier Code of Conduct, a copy of which has been provided for the Supplier by the Customer and/or available at [www.halton.com](http://www.halton.com). The Supplier shall provide the Customer with documents, certificates and statements as requested by the Customer.

10.3 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and that either Party shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

10.4 The Customer has established a reporting channel where the Supplier and its employees may report suspected violations of applicable laws, policies or standards of conduct: [www.halton.com](http://www.halton.com).

10.5 Any violation of an obligation contained in this Clause 10 is a material breach of the Contract and entitles the other Party to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law. Notwithstanding anything to the contrary in the Contract, the Supplier shall, without any limitation, indemnify and hold the Customer harmless for all liabilities, damages, costs or expenses incurred as a result of any such violation and/or termination of the Contract concealed by the Supplier.

## 11. Confidentiality, Data Security, Data Protection

11.1 The Supplier shall keep in strict confidence all Customer Data and not to use it for any purpose other than for the Contract. The Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know such material for the purpose of the provision of the Goods and/or Services to the Customer. The Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to the Supplier and will be liable for any unauthorised disclosures. Provided that the Parties have executed a separate non-disclosure agreement, such agreement shall prevail over the confidentiality obligations of this Halton GTC

11.2 The Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the



unauthorized access or disclosure of Customer Data and protect such Customer Data in accordance with the generally accepted standards of protection in the related industry, according to applicable data protection and privacy laws and regulations, or in the same manner and to the same degree that it protects its own confidential and proprietary information, whichever standard is higher.

11.3 The Supplier agrees that the Customer is allowed to provide any information received from the Supplier to any Affiliate of the Customer. The Supplier shall obtain in advance all necessary approvals or consents for the Customer to provide such information to the Customer's Affiliates, if such information is confidential for any reason whatsoever or subject to applicable data protection or privacy laws and regulations. The Customer agrees to treat personal data received from the Supplier according to relevant data protection or privacy laws and regulations.

## 12. Liability and Indemnity

12.1 Without prejudice to applicable mandatory law, the Supplier shall, without any limitation, indemnify and hold the Customer harmless for all liabilities, damages, costs, losses or expenses incurred by the Customer as a result of the Supplier's act, omission or breach of the Contract. The Supplier shall, without any limitation, indemnify and hold the Customer, its clients and subcontractors harmless for any claim, damages, expenses, costs and losses incurred by the Customer and/or made by a third party against the Customer, its clients or subcontractors related to the Goods and/or Services or any use thereof, including without limitation, claims indicating that such Goods and/or Services or any use thereof infringe any third party's Intellectual Property Rights. Upon the Customer's request the Supplier shall defend the Customer against any third party claims.

12.2 The Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of the Supplier.

12.3 The Supplier shall indemnify and hold the Customer harmless for damages, expenses, costs and losses relating to death or injury to persons or property attributable to the Goods and/or Services (product liability) or any use thereof. The Supplier hereby submits to the jurisdiction of any court before which an action for product liability is brought against the Customer.

12.4 The Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance including but not limited to product liability and statutory worker's compensation/ employer's liability insurance with reputable and financially sound insurers. The existence of such insurance, however, will not relieve the Supplier from any liability towards the Customer. The insured amount cannot be considered as limitation of liability.

12.5 The Customer reserves the right to set off any claims under the Contract against any amounts owed to the Supplier.

12.6 While the Customer's tools, designs, fixtures, molds, electros or other equipment or property may be handed over for the Supplier and remain in the Supplier's possession, unless otherwise agreed, all such equipment or property shall be kept separate from the Supplier's other property or marked as the Customer's property, as the case may be, and be insured by the Supplier at its own cost and expense for their full insurable value against loss by theft, fire and other hazard included in extended coverage insurance. In the event of any loss or damage, the insurance proceeds shall forthwith be paid over to the Customer. At the Customer's request the Supplier shall furnish the Customer with policies or certificates of such insurance policies.

## 13. Termination

13.1 The Customer may terminate the Contract for convenience in whole or in part by giving the Supplier thirty (30) calendar days prior written notice.

13.2 In the event of the Supplier's breach of the Contract, the Customer is entitled to terminate the Contract in accordance with Clause 8.4.

13.3 The Customer may terminate the Contract with immediate effect, by notice in writing, in the event that (i) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Supplier; (ii) any circumstances arise which

entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; (iii) other similar action is taken against or by the Supplier by reason of its insolvency or in consequence of debt; or (iv) there is a change of control of the Supplier.

13.4 Upon termination the Supplier shall immediately and at the Supplier's expense return to the Customer all Customer's property and provide the Customer with the complete documentation about the delivered Goods and/or Services.

## 14. Force Majeure

14.1 Neither Party will be liable for any delay or failure to perform its obligations under the Contract, if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party, provided that it cannot overcome such event despite all reasonable efforts. The affected Party provides notice to the other Party without delay and latest within five (5) calendar days from the occurrence of the Force Majeure event.

14.2 If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

## 15. Assignment and subcontracting

15.1 The Supplier may neither assign, nor transfer, encumber nor subcontract the Contract, nor any parts thereof (including any monetary receivables from the Customer) without a prior written approval of the Customer.

15.2 The Customer may assign, transfer, encumber, subcontract or deal in any other manner with the Contract or parts thereof to its Affiliates.

## 16. Notices

Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Contract or to such other address as such Party may have notified in writing.

## 17. Waivers

Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

## 18. Governing law and dispute settlement

18.1 The Contract is governed by the laws of the country (and/or the state, as applicable) where the Customer is registered, however under exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

18.2 If the Customer and the Supplier are registered in the same country, any dispute arising in connection with the Contract, which cannot be settled amicably, shall be finally settled by arbitration under the arbitration rules of the local central chamber of commerce or of substantially similar institute at the Customer's place of registration, unless otherwise agreed between the Parties.

18.3 If the Customer and the Supplier are registered in different countries, any dispute arising in connection with the Contract, which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be the Customer's place of registration or any other place in the Customer's country of registration indicated by the Customer. The language of the proceedings and of the award shall be English.

## 19. Severability

The invalidity or unenforceability of any of the terms of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

## **20. Survival**

20.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

20.2 The obligations set forth in Clauses 8 (Warranty and Remedies), 9 (Intellectual Property Rights), 11 (Confidentiality, Data Security, Data Protection) and 12 (Liability and Indemnity) exist for an indefinite time and survive expiration or termination of the Contract for any reason.

## **21. Entirety**

The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement between them regarding its subject matter.