

# General Terms and Conditions of Purchase of Greiner Bio-One North America, Inc.

Valid with effect from November 15, 2022

## 1. General

1.1 These General Terms and Conditions of Purchase ("GTC") shall apply to any business relations between the seller of goods and services ("Supplier") and Greiner Bio-One North America, Inc. and its subsidiaries and affiliates ("GBO") pertaining to the purchase by GBO of tangible items but shall exclude any intangible goods and intellectual property rights, technical data, proprietary rights of any kind, patent rights ("Goods"), and/or services ("Work"), collectively hereinafter referred to as "Deliverables", regardless of whether Supplier provides the Deliverable itself or purchases it from third-party suppliers ("Sub-suppliers"). Any terms and conditions of sale of Supplier and/or agreements derogating from this order shall only be valid, if and in so far as GBO shall acknowledge the same in writing. Any orders, contracts, and confirmations, including any amendments and additions thereto, must be in writing to be binding. The written form required under the terms of these GTC shall also be fulfilled by e-mail, or fax.

1.2 These GTC apply to any purchase orders placed by GBO ("Purchase Orders"), independent contracts with Supplier, and all transactions between Supplier and GBO concluded in the future, even if these GTC are not referred to. Any agreements (modifications and amendments) deviating from these GTC as an exception are only valid for the respective legal transaction for which they are confirmed by GBO in writing.

## 2. Offer and Purchase Orders

2.1 Offers by Supplier must be complete and describe the Deliverables, the quantity, and price. Offers by Supplier represent an invitation for GBO to place a Purchase Order and are not binding on GBO. Quotations, cost estimates, plans, test certificates for technical equipment, and all other documents of Supplier shall moreover be binding and shall not be remunerated, unless otherwise expressly agreed to in writing by GBO.

2.2 The pricing regarding Deliverables charged by weight shall be based on the net weight in lbs. without packaging or packaging materials (e.g. pallet cages, pallets, packaging sleeves, etc.).

2.3 If Supplier's confirmation of a Purchase Order deviates from the contents of the Purchase Order, Supplier must expressly reference such circumstance and obtain the prior written consent of GBO, otherwise Purchase Order shall control and the deviating terms shall not apply.

2.4 On all documents addressed to GBO, including but not limited to confirmations of a Purchase Order, dispatch notes, delivery notes and invoices, Supplier shall indicate the order number, order date, article number and all such

data as GBO requests to identify its Purchase Order in detail.

## 3. Prices, payment terms and invoicing

3.1 The prices stated in the Purchase Order and agreed with Supplier shall be fixed prices. Any change to prices during the agreed delivery period shall be void. GBO does not acknowledge and expressly excludes any price escalation clauses.

3.2 Prices do not include any sales or use tax, customs duties, fees or other charges of any kind. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase. Invoices shall be transmitted by e-mail to [Accounts.Payable@us.gbo.com](mailto:Accounts.Payable@us.gbo.com). Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.

3.3 Supplier shall be liable for complying with applicable sales and use tax law relating to the sale of the Deliverables as well as for any back payments of sales or use tax resulting from any incorrect information provided by Supplier in the course of financial audits.

3.4 If invoicing for Work, such invoice shall be at the agreed upon hourly or daily rates for such work, inclusive of travel and waiting times, and travel expenses.

3.5 Invoices shall only be issued after Work has been fully performed.

3.6 Unless otherwise agreed in writing, payments shall be made within thirty (30) days at a 3% discount or within sixty (60) days net, from receipt of invoice, but not before receipt of delivery or formal acceptance of the Deliverables, if applicable, whichever occurs later.

3.7 GBO may effectuate payment by way of offsetting against counterclaims of GBO, which will be communicated to Supplier in writing.

3.8 Supplier shall not be entitled to assign claims and any rights arising from this contract to a third party without GBO's prior written consent. Any assignment of any rights without GBO's prior written consent shall be null and void.

3.9 Supplier is not entitled to create any security interest in Goods sold to GBO without GBO's prior written consent.

## 4. Delivery

4.1 The agreed delivery and performance deadlines shall be binding. Time is of the essence.

4.2 If a delay in delivery of Goods or performance of Work is anticipated, then Supplier shall immediately inform GBO thereof in writing, stating the reasons and the expected duration of the delay. Remedies in Section 13 shall apply accordingly.

4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permitted with prior written consent of GBO. In any case, no disadvantage to GBO may arise from such a delivery or performance; in particular, the payment period according to Clause 3.6 does not start before the originally agreed deadline.

- 4.4 GBO reserves the right to modify or postpone the delivery or performance deadline but will inform Supplier in writing thereof at least three (3) weeks prior to the agreed delivery or performance date.
- 4.5 Delivery must be made at the expense and risk of Supplier. Unless otherwise agreed in writing, Supplier shall deliver the Goods DDP (Incoterms 2020) to the destination designated by GBO, upon which GBO shall take title to Goods. GBO shall not accept COD (cash on delivery) shipments. Shipments shall be accompanied by a bill of lading indicating the order and article number(s) and, as appropriate, a copy of the drawing(s) attached to the Purchase Order.
- 4.6 The Deliverables shall be delivered to authorized employees or agents of GBO at the destination. GBO has the right to inspect the Deliverables prior to formal acceptance. GBO has the right to reject nonconforming Deliverables and Deliverables with patent defects at any time. GBO shall have a reasonable time period after it discovers a patent or latent defect or nonconformity to reject the Deliverables or to revoke its acceptance. GBO's employees shall generally not be authorized to confirm upon delivery that the Deliverables are free of quantity and/or quality defects. If an employee nevertheless confirms that the Deliverables have been accepted as conforming, such declaration shall not be binding on GBO unless such employee has express written authority to do so from GBO irrespective of any apparent authority doctrine.
- 4.7 Supplier must maintain all requisite and reasonable insurance policies in order to cover its potential liability under any contract with GBO and shall supply copies of same to GBO upon GBO's written request.
- 4.8 Supplier shall ensure that the Deliverables comply with all applicable laws and regulations and market standards. All Deliverables subject to U.S. Food and Drug Administration (FDA) regulations, must comply with applicable Code of Federal Regulations (CFR) on Medical Device Listing (21 CFR Part 807), Medical Device Reporting (21 CFR Part 803), Labeling requirements (21 CFR Part 801), and any additional regulation to which Supplier as a manufacturer or distributor and the Deliverables are subject to. Supplier is obliged to provide GBO with its FDA registrations and/or certificates prior to delivery.
- 4.9 Supplier further warrants that it shall observe all export regulations and governmental economic sanctions applicable in connection with a shipment and, in particular that it shall obtain all requisite export licenses on its own initiative and at its sole cost and expense.

## 5. Packaging and shipping

- 5.1 Supplier shall package, label and ship the Deliverables ordered in a suitable manner and at its own cost and risk, irrespective of the agreed upon delivery terms. Supplier shall bear the risk for the consequences of defective or improper packaging or labelling. In case of a third-party

claim against GBO based on defective or improper packaging, labelling and/or shipping of the Deliverables, Supplier shall fully defend, indemnify and hold harmless GBO, its officers, directors, shareholders and representatives against any and all damages, including reasonable attorneys' fees.

- 5.2 The Supplier shall be liable for all damages caused by defective packaging. Goods damaged in transit will be returned to Supplier at Supplier's expense, and Supplier shall be responsible for the settlement of the damage with the carrier or forwarding agent, if applicable.
- 5.3 GBO reserves the right to return packaging to Supplier and Supplier shall credit or refund same to GBO, at GBO's sole discretion.
- 5.4 In case of "special/hazardous waste", the Supplier shall either dispose of all special/hazardous Deliverables or rather the residue of such Deliverables, itself, or take back for disposal at its own risk and expense. If the Supplier fails to comply with such obligation, GBO shall be entitled to arrange for disposal to be undertaken by third parties at the Supplier's risk and expense. If wood is used in packaging, it must comply with the respectively applicable IPPC / ISPM15 standards and the USDA's United States Heat Treatment and Fumigation Program.

## 6. Formal acceptance of Work

- 6.1 The formal acceptance of Work shall take place following completion of the respective Work by way of countersignature by GBO on an acceptance report. In the event that Work can subsequently no longer be inspected because the Purchase Order will be subject to further processing, Supplier shall request GBO to inspect the Work in writing. There shall be no implied formal acceptance as a result of silence, payment or use.
- 6.2 In the event that formal acceptance is required by government authorities, especially formal acceptance by recognized experts or official agencies, Supplier shall arrange for the same at its own expense prior to formal acceptance of the Work by GBO, unless this performance is explicitly excluded from the scope of performance.

## 7. Quality assurance

- 7.1 In order to ensure conformity with the agreed quality, Supplier undertakes to conduct all quality-control measures in accordance with the agreed specifications. Supplier must be certified at least in accordance with ISO 9001 or another comparable quality management system. To ensure quality, Supplier shall be under a duty to: (i) regularly conduct inspections and tests; (ii) conduct all quality-control measures in accordance with specifications and, in the absence of specifications, to apply customary industry standards and applicable law; and (iii) keep detailed records of inspection, documentation and other data with regard to the manufacturing process and the prevailing quality control procedures and quality standards in respect of the

Deliverables and make them available to GBO upon request.

- 7.2 GBO has the right to inspect Supplier's quality management system during normal business hours at Supplier's place of business, subject to GBO providing Supplier with written notice at least five (5) business days in advance; under no circumstances may Supplier use the inspection to delay or prevent delivery of the Deliverables.
- 7.3 Supplier shall require its Sub-suppliers to guarantee compliance with the same quality assurance measures and shall grant GBO the inspection rights set forth in Clause 7.2 at GBO's request.

## 8. Records and audits

In line with generally recognized accounting principles and practices, Supplier shall keep precise records relating to all matters concerning its contractual obligations. Supplier shall retain such records for at least seven (7) years from the date of the last payment under the Purchase Order to which such records relate. GBO and its authorized representatives shall be granted reasonable access to such records for the purposes of inspection and audit during normal business hours, and Supplier shall provide GBO all reasonable assistance in this respect.

## 9. Force majeure

Circumstances of force majeure, which shall also include, without limitation, the effects of war, natural disasters, earthquakes, tornados, riots, disease, epidemics, pandemics, strikes, lock-outs, and disruptions in transport and operational disturbances in the sphere of GBO, Supplier or either of their Sub-suppliers, which are not foreseeable and beyond the control of such Party, may release such Party from its obligation to accept delivery for the duration and to the extent of their effects. Neither legal strikes nor the fact that materials or parts of Goods are being deemed rejects shall be considered instances of force majeure. Either Party invoking this provision must give the other prompt written notice of the circumstances creating the force majeure event and the expected duration of such circumstances. GBO may cancel any Purchase Order which is delayed by more than sixty (60) days if delay is a result of this Section.

## 10. Transfer of risk

Risk shall be transferred only upon receipt of the Deliverables at the destination designated by GBO, fulfilment of all ancillary duties by Supplier, especially delivery of all required documentation (e.g., test documents, operating instructions, instructions for use, etc.) to an authorized employee of GBO, unless otherwise agreed upon in writing. In case of delivery with installation or assembly, the risk shall pass to GBO upon formal acceptance of the installed and assembled Deliverables.

## 11. Warranty, indemnification and liability

- 11.1 Supplier represents and warrants that Deliverables:
- are free and clear of all liens, security interests, claims, and encumbrances;
  - do not infringe upon the intellectual property rights of any third party;
  - fully comply with the agreed specifications and requirements, holds all relevant and requisite certificates, approvals, authorizations, licenses and permits and is fit for its particular purpose;
  - do not comprise any defects regarding design, material or processing and are in a fully functioning and merchantable condition; and
  - at all times comply with all applicable laws, provisions, ordinances, directives and specifications and meets, at a minimum, good and industry standards.
- 11.2 Supplier represents and warrants that Work:
- is performed in a professional and workmanlike manner in full compliance with all final written descriptions, specifications, requirements and representations;
  - will be performed with all relevant and requisite certificates, approvals, authorizations, licenses and permits; and
  - Clauses 11.1 ii) and v) apply respectively.
- 11.3 In case Supplier discovers defects in the Goods (even after delivery), Supplier shall immediately notify GBO in writing of such defects. Such notification shall be accompanied by all relevant data including but not limited to the nature of the defect and the affected Purchase Order and product numbers.
- 11.4 Formal acceptance of the Deliverables does not waive Supplier's obligation to comply with the warranties set forth herein and GBO's rights in connection therewith.
- 11.5 The warranty period shall be two (2) years beginning from the date of transfer of risk, unless a longer statutory period shall apply.
- 11.6 If the Deliverables do not comply with the representations and warranties or GBO's requirements, then GBO shall be entitled to demand, in its sole discretion, cancellation of the purchase contract, reduction of the purchase price, cure of the defect or replacement. Supplier shall promptly cure or replace, at GBO's discretion, all Deliverables that do not comply fully with the representations and warranties. In case the documentation is faulty, but the Deliverables themselves have no defects, the documentation must be corrected and sent to GBO within five (5) business days.
- 11.7 In the event that Supplier fails to fulfil its warranty obligations within the period stated in these GTC or otherwise within a reasonable period, GBO shall be entitled to remedy the defects itself or to arrange for third parties to remedy the same or in another manner to obtain a replacement, at Supplier's sole expense. In urgent cases (e.g., in order to avoid production delays or interruptions), GBO shall be entitled to remedy the defects discovered at the cost of Supplier without providing an extension of time to cure.

- 11.8 Supplier shall be under a duty to provide a complete and easily comprehensible instruction manual for use in English and to keep all necessary documents of manufacture and manuals. Furthermore, the Supplier is obligated to monitor its products and, if necessary, to recall defective products delivered to GBO as Deliverables at its own expense, to immediately provide a copy of the manufacturing records and to provide all reasonable assistance, as well as to name the manufacturer/importer within fourteen (14) working days.
- 11.9 The representations and warranties set forth in 11.1 and 11.2 shall also apply if Supplier installs or assembles the Deliverables at GBO's request. In such event, the warranty period shall commence upon formal acceptance by GBO in accordance with the written acceptance confirmation after such installation or assembly.
- 11.10 Supplier shall defend, indemnify, and hold GBO, its officers, directors, shareholders and representatives harmless from any damages, including, without limitation, reasonable attorneys' fees, resulting from Supplier's breach of this Agreement or violation of any applicable law or regulation.
- 11.11 Regarding all types of loss, during the entire limitation period, the Supplier shall bear the burden of proof that it is not responsible.
- 11.12 Exclusions of liability of all kind, as well as limitations on liability on the part of Supplier, in particular on the basis of warranty or damages, shall not be accepted. This applies but is not limited to changes to any statutory burden of proof to the detriment of GBO shortening of statutes of limitation of any kind, and the exclusion of recourse claims.
- 11.13 Supplier shall be primarily liable for negligence and defects of its Sub-suppliers. Supplier shall ensure that its Sub-suppliers are required to provide their services in accordance with the requirements agreed with GBO.
- 11.14 If a product liability claim is made against GBO by third parties due to defects in Deliverables and/or violation of property rights of third parties, Supplier accept defense of the claim and shall fully defend, indemnify and hold harmless GBO, its representatives, officers, directors, and shareholders. Furthermore, GBO shall be entitled to reimbursement of all costs and expenses incurred by it in this connection, including, but not limited to, any recall actions. GBO shall, to the extent possible and reasonable, inform Supplier as to the nature and extent of recall actions. GBO shall immediately inform Supplier about the assertion of claims based on product liability. Further legal claims of GBO against Supplier remain unaffected. Supplier must gain prior written approval from GBO related to any settlement agreement or payment. In the event Supplier fails to accept and defend any claim, GBO shall assume defense at the sole cost of Supplier, and GBO shall be reimbursed any and all costs related to the matter, including but not limited to reimbursement of legal fees and any settlement or award payment.

## 12. Modifications to Deliverables

- 12.1 GBO may at any time request a change to the Deliverables, which shall be implemented by Supplier. If the change can be executed by Supplier using the resources which Supplier has already deployed in accordance with the contract between the two parties, this shall not have any effect on the price; if the change has an effect on the agreed price or delivery date, Supplier shall notify GBO accordingly in writing without undue delay. Upon request, Supplier shall disclose its cost calculation to GBO. Supplier shall provide a modified offer, which GBO may accept or reject.
- 12.2 Supplier shall not be entitled, without GBO's express consent, to make any modifications whatsoever to the Deliverables, in particular:
- Modifications regarding specification of the Deliverables;
  - Modifications regarding composition of raw materials;
  - Modifications regarding origin of raw materials that have an impact on the quality of the components and/or the quality of GBO's end product;
  - Modifications in relation to certification status; and
  - Modifications regarding packaging of the Deliverables.

In the event that Supplier should be forced to make changes to components, particularly in regard to raw materials or suppliers of raw materials, packaging, manufacturing processes, location, capacity, improvements or extensions which could impact upon the form, suitability or function of the Deliverables or which could influence the specifications of the Deliverables, Supplier shall notify GBO in writing thereof at least twelve (12) months in advance of any such change(s) and shall prepare a changed offer which GBO must accept in writing. Such changed offer shall contain at least the following information:

- Detailed description of proposed changes to the Deliverables;
- Reason for the proposed changes; and
- Date on which the proposed changes are to be made.

In so far as the modifications are approved by GBO by way of corresponding written confirmation or acceptance, they shall be executed at the cost of Supplier, unless agreed otherwise.

## 13. Bankruptcy and Rescission

- 13.1 If Supplier (a) makes a general assignment for the benefit of creditors, (b) becomes unable to pay its debts as they become due or otherwise becomes insolvent, (c) becomes subject to an order for relief under chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et. seq., or any successor statute (the "Bankruptcy Code"), (d) becomes a voluntary debtor in a case under chapter 11 of the Bankruptcy Code; (e) becomes an involuntary debtor in a case under either chapter 7 or chapter 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within

thirty (30) days; (f) consents to or is subjected to the appointment of a trustee, receiver or liquidator with respect to all or a portion of Supplier's property; (g) disobeys, disregards, violates or otherwise fails to comply with any law, ordinance, rule, regulation or order of any governmental authority having jurisdiction; or (h) otherwise defaults under these GTC or fails to provide the Deliverables in accordance with the terms of these GTC, then GBO may, without prejudice to any other right or remedy, immediately terminate these GTC and the related Purchase Order. Upon such termination, GBO shall have no further obligation or liability under these GTC and the related Purchase Order.

13.2 Notwithstanding anything herein to the contrary, GBO shall be entitled to terminate this Agreement for any breach hereof.

#### 14. Compliance

14.1 Supplier agrees at all times during this Agreement to comply with the Greiner Code of Conduct, [https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf) as well as the Greiner Code of Conduct for Suppliers and Business Partners [https://sustainability.greiner.com/wp-content/uploads/2021/06/2021\\_Verhaltenskodex\\_Supply\\_Chain\\_EN.pdf](https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_Supply_Chain_EN.pdf) as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as all applicable data privacy, antitrust, competition and anti-corruption laws. Neither the Supplier, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates. Supplier agrees that its own suppliers and customers will adhere to principles at least comparable to those of the Greiner Code of Conduct. We reserve the right to inspect Supplier at any time during business hours, upon prior written notice, with respect to compliance with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate this Agreement at any time and with immediate effect by written notice to Supplier.

14.2 GBO applies privacy policy according to its Data Privacy Statement at [https://www.gbo.com/en\\_US/data-privacy.html](https://www.gbo.com/en_US/data-privacy.html). Any Supplier which processes personal information is required to execute GBO's then current Data Processing Agreement ("DPA"), to be provided to Supplier in addition to these GTC's. Supplier's failure to execute the DPA shall constitute a breach and GBO shall immediately terminate any and all Purchase Order(s) without penalty.

#### 15. Property rights

15.1 Documents of all kinds, such as descriptions, samples, drawings, models, tools, molds and other items, which GBO has made available to Supplier, remain the sole and exclusive property of GBO.

15.2 Supplier may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the Purchase Order. Without request, documents shall be automatically returned complete including any copies thereof, at the latest once they are no longer required by Supplier for the purpose of performance and delivery, or after a corresponding request from GBO; provided that Supplier may maintain one copy to ensure compliance herewith. Return shall be free of charge to GBO.

15.3 Any derogations therefrom shall only be permissible with the written consent of GBO. If such documents contain technical or other defects, Supplier must notify GBO thereof as soon as such defects are identified.

15.4 The agreed price shall cover payment for comprehensive granting of intellectual property rights and royalty free license(s), as far as necessary for GBO or the customers of GBO, to use freely, to renew partially or completely, and for the resale of the Deliverables.

15.5 In the event that licenses are required, Supplier shall procure them at its own expense.

15.6 Supplier shall be liable for ensuring that no property rights of third parties are infringed by GBO as a result of Supplier's performance or as a result of use of the Deliverables acquired from Supplier. Supplier undertakes to fully defend, indemnify, and hold GBO harmless in the event of any infringement of property rights of third parties.

15.7 GBO shall hold title to all work results of Supplier based on information from GBO, in particular, drawings, specifications and data of GBO, and GBO shall exclusively be entitled to file and register intellectual property rights on a worldwide basis in respect thereof.

#### 16. Sub-suppliers

16.1 Supplier undertakes to inform GBO in writing of all Sub-suppliers who support Supplier in fulfilment of Supplier's contractual obligations. Sub-suppliers not named in the contract or Purchase Order must be approved by GBO in writing, which approval shall not be unreasonably refused.

16.2 When GBO gives its consent, Supplier must ensure that that its subcontracts enable Supplier without limitations to fulfil its obligations in relation to GBO.

16.3 Supplier shall ensure that GBO is entitled to inspect Works undertaken for the purpose of fulfilling contractual duties at Supplier's and/or Sub-supplier's place of business any time, and to obtain information on the current status of Work on site.

16.4 Irrespective of which party supplies the Deliverables, Supplier shall always be deemed the responsible

contracting party. At the same time, any approval of a Sub-supplier granted by GBO shall not release Supplier from its obligations in relation to GBO under the contract.

## 17. Access

- 17.1 When entering GBO's place of business, Supplier shall comply with GBO's applicable health and safety rules. GBO shall provide Supplier with a copy of the safety rules prior to Supplier visiting GBO's facility.
- 17.2 Subject to reasonable prior notification to Supplier, Supplier shall grant GBO access to Supplier's place of business during normal business hours in order to inspect Work in connection with the contractual Deliverables.

## 18. Confidentiality

- 18.1 Supplier undertakes to maintain the confidentiality of all technical and commercial data relating to GBO, which is disclosed directly or indirectly by GBO in respect of a possible joint business relationship, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.
- 18.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, Supplier may only use such persons whom it has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.
- 18.3 The duty to maintain confidentiality in respect of all data and business and/or trade secrets shall continue to exist following the end of the contractual relationship, without restriction; it shall also extend to such data and business and/or trade secrets which are entrusted to Supplier, the persons referred to in Clause 18.2, on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.
- 18.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights nor any related granting of license. Supplier shall not be entitled to file property rights of any type whatsoever in connection with any confidential information obtained directly or indirectly from GBO.
- 18.5 No rights, including but not limited to rights of prior use, shall be asserted against GBO regarding applications for industrial property rights from the knowledge of confidential information made available or provided to Supplier.

## 19. Place of performance, place of jurisdiction and choice of law

- 19.1 Unless agreed otherwise in Section 4 of these GTC or any contract subject to these GTC, place of performance for

Deliverables supplied by Supplier shall be the place of performance as stipulated by GBO.

- 19.2 Place of jurisdiction for all disputes arising out of or in connection with these GTC and the contracts subject to these GTC shall be in a state or federal court situated in Charlotte, North Carolina. Supplier hereby irrevocably consents to the exclusive personal jurisdiction of such courts. Supplier waives any objection based on *forum non conveniens* or any objection to venue of any such action.
- 19.3 These GTC and all contracts subject to these GTC shall be governed by the laws of the State of North Carolina, without regard to its choice of law principles. Neither the United Nations Treaty on International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties shall be applicable.

## 20. Miscellaneous

- 20.1 Any Purchase Order or contract between GBO and Supplier shall not establish any employment contract whatsoever between GBO and any person whomsoever employed by Supplier. For this reason, it is expressly agreed that Supplier shall itself be responsible for all employer obligations imposed by the competent authorities regarding the fulfilment of contractual duties and with regard to any taxable income of Supplier. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social security contributions and insurance contributions. Supplier shall fully indemnify and hold harmless GBO in this regard.
- 20.2 Any Purchase Order and contracts executed between GBO and Supplier shall remain binding, also if any individual terms of the contract or of these GTC should be legally invalid. If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 20.3 Supplier may only advertise its relationship with GBO and/or the products of GBO subject to obtaining the prior written consent of GBO. This may be revoked at any time without reason and shall require the immediate deletion/cessation of further use for any purpose without any entitlement to cost reimbursement.

**[End of Terms & Conditions]**