



## General Purchase Conditions

### 1. Definitions

1.1 For the purpose of these General Purchase Conditions, the terms and expressions used below shall have the following meaning:

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Auditor:                      | Purchaser's internal auditors and external auditors and their representatives (incl. Regulatory Authorities).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contractor:                   | Any person or legal entity by which the Purchaser places a Purchase Order, including entrepreneurs, legal entities under public law and special funds under public law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Cure:                         | At Purchaser's discretion, in respect of a defective Delivery, either the remedy of the defect, or the replacement of the relevant goods/services, or their re-manufacturing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| IPR Deliverables:             | Intellectual Property Rights which are created by Contractor in the course of the execution of the Contractor's duties under a Purchase Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Delivery/Deliveries:          | The delivery of goods and/or the rendering of services, including consultancy and other ancillary services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Documents:                    | Illustrations, drawings, calculations, recipes, specifications and other documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| General Purchase Conditions:  | These general purchase conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Information:                  | The Documents as well as any business and trade secrets of Purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Intellectual Property Rights: | Patents, utility models, rights to inventions, design rights, copyright and related rights, moral rights, trademarks and service marks, trade names, business names and domain names, rights in get-up, goodwill, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| Know How:                     | All knowledge, drawings, specifications, samples, recipes, models, instructions, algorithms, working methods, ideas, concepts, technology, applied development engineering data, reports, notes and all other technical or commercial information, data and documents of any kind.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Patents:                      | All patents and patent applications in any jurisdiction in the world, including any divisional, continuation, continuation-in-part, reissue, renewal, re-examination or extension thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Purchase Order:               | Purchase orders placed by Purchaser in electronic, verbal or written form with regard to Deliveries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Purchaser or Henkel:          | Henkel Global Supply Chain B.V., or as well as any other entity belonging to the Henkel group, as reflected in a Purchase Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Reserved Goods:               | Materials provided by Purchaser to Contractor to enable Contractor to fulfil its obligations under a Purchase Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

### 2. Scope

2.1 These General Purchase Conditions shall apply to any and all requests for offers made by Purchaser, offers made by Contractor, Purchase Orders placed by Purchaser, and confirmations of Purchase Orders by Contractor.

2.2 Any and all terms and conditions used by Contractor shall not apply, unless Purchaser has explicitly agreed to such conditions in writing, regardless of whether Purchaser accepts Deliveries in knowledge of such conditions without any reservation or makes any payments in respect of Deliveries.

### 3. Purchase Orders

3.1 Contractor shall make all offers to Purchaser free of charge.

3.2 Purchaser shall not be required to accept, or pay for, any Deliveries from Contractor, unless Purchaser has placed a written Purchase Order in respect of such Deliveries. Any and all oral agreements made in respect of a Delivery shall not be binding upon Purchaser, unless and until Purchaser has explicitly agreed to be bound to such agreement in writing.

3.3 Contractor shall confirm Purchase Orders in writing by quoting the reference number provided by Purchaser. If Contractor does not issue an order confirmation within 14 days following the receipt of the Purchase Order, Purchaser is no longer bound by the Purchase Order. If the order confirmation deviates from the Purchase Order, Contractor shall clearly mark each deviation in the order confirmation. Such deviations shall only become an integral part of the Purchase Order if Purchaser accepts them in writing.



## General Purchase Conditions

- 3.4 Any drawings or other Documents referred to in the Purchase Order shall form an integral part of the Purchase Order, unless explicitly otherwise determined by Contractor in its order confirmation and subsequently accepted by Purchaser in writing.
- 3.5 The reference number of Purchaser, the Purchase Order date, and, if existent, the registration number of Purchaser, as well as the applicable INCOTERM and the place of unloading shall be quoted in any and all invoices, shipping documents and delivery notes. Contractor shall bear any and all costs incurred due to the non-observance of these aforementioned requirements, unless Contractor is not at fault for the non-observance thereof.
- 4. Assignment, Sub-Contracting**
- 4.1 Contractor may not assign or transfer or purport to assign or transfer any right or obligation under a Purchase Order without prior written consent of Purchaser.
- 4.2 Contractor may not subcontract the performance of a Purchase Order to a third party, unless Purchaser has given prior written approval and provided that this shall not release Contractor from any obligation or liability under these General Purchase Conditions and the Purchase Order.
- 4.3 Contractor shall impose these General Purchase Conditions and the relevant part of the Purchase Order upon each third party engaged by Contractor in the performance of the Purchase Order.
- 5. Supply Chain, Audit**
- 5.1 Contractor acknowledges that Purchaser is a signatory of the BME Code of Conduct ([https://www.bme.de/fileadmin/\\_horusdam/1472-BME-Code\\_of\\_Conduct\\_englisch.pdf](https://www.bme.de/fileadmin/_horusdam/1472-BME-Code_of_Conduct_englisch.pdf)) and that the BME Code of Conduct forms the basis of any Deliveries hereunder. Contractor shall ensure that its enterprise as well as its suppliers comply with the provisions of the BME Code of Conduct.
- 5.2 Contractor acknowledges that HENKEL's image and reputation, as a company that operates in an ethically and legally appropriate manner, is inseparable from the conduct of each of its Contractors. Therefore, HENKEL has set up and published under <https://www.henkel.com/partners-and-suppliers/suppliers> a certain number of binding codes and standards, which the Contractor acknowledges and agrees to.
- 5.3 Contractor further acknowledges that HENKEL is committed to leadership in sustainability and is a member of the Together for Sustainability (TfS) initiative. Accordingly, HENKEL expects from Contractor and Contractor agrees to act in a manner consistent with HENKEL's sustainability requirements as laid down in HENKEL's "Responsible Sourcing Policy" which can also be found under above mentioned link.
- 5.4 Contractor shall ensure that its employees and subcontractors are fully aware of the codes and standards set out above and shall obligate them to be bound to them in the same manner as Contractor.
- 5.5 Therefore, Contractor grants HENKEL, HENKEL's internal and external auditors and their respective designees acting on behalf of HENKEL ("Auditor"), the right to assess and audit Contractor's and/or Contractor's subcontractors' operations, processes, productions and delivery of services and products for its compliance with above mentioned codes and standards ("Compliance Assessment"). In order to enable the exercise of auditor right, Contractor will maintain a complete and auditable documentation, and grants Auditor the unrestricted right:
- to access and inspect all of Contractor's locations, including sites at or from which Contractor's subcontractors provide services and products as well as related accommodations and transportation systems;
  - to access and inspect all relevant documents, media, data and systems related to the services and products, as well as related to social, labor, human rights, government, environmental and safety & health aspects;
  - to inspect all relevant internal processes that are relevant to the services, products and social compliance.
- 5.6 Contractor will cover all costs related to the Compliance Assessment (with the exception of HENKEL's internal audit resources).
- 5.7 The results of the Compliance Assessment relevant for the TfS-initiative will be shared with the members of the TfS-initiative with anonymized name of the TfS-initiative member who commissioned the Compliance Assessment.
- 6. Suspension of Performance, Setoff Right**
- 6.1 Contractor may only enforce a claim against Purchaser by means of suspension of performance of its obligations under any Purchase Order or set-off against any debt due to Purchaser, if such claim is not disputed by Purchaser or has been confirmed by a final and non-appealable court decision.
- 7. Prices, Invoices, Payments**
- 7.1 The agreed price includes packaging, insurance, freight and storage costs and taxes, as well as any and all other related costs, unless explicitly otherwise agreed upon.
- 7.2 For payment of each Delivery Contractor shall send Purchaser the respective invoice in duplicate. The invoices may not be enclosed in the shipment of the respective Delivery, but shall be sent separately by Contractor. Partial Deliveries shall be marked as such on the invoice.



## General Purchase Conditions

- 7.3 Unless explicitly otherwise agreed upon, payments shall be made on the 5<sup>th</sup> of the month following the month in which 30 days have lapsed after receipt of the full Delivery or the invoice, whichever is later. If Purchaser pays within 14 days after receipt of the invoice, it is entitled to a discount of 3% on the invoiced amount. Purchaser is also entitled to this discount if it executes a right of set-off or retains a reasonable amount due to defects.
- 7.4 Purchaser shall be deemed to have made a payment as soon as it has instructed its bank to transfer the relevant amount to Contractor. Payments made by Purchaser shall not constitute or be deemed to constitute, acceptance or acknowledgement by Purchaser that the relevant invoice is correct or that the Delivery is free of defects or has been carried out on time.
- 7.5 Contractor may only assign a claim against Purchaser with prior written consent of Purchaser. Purchaser may request from Contractor to provide security as Purchaser considers appropriate if a significant deterioration of Contractor's solvency or creditworthiness becomes apparent, in particular in case of a suspension of payments, in case of a bill or check protest, or in case of a seizure. If Contractor refuses to provide sufficient security within a reasonable period granted to him, Purchaser may entirely and/or partially suspend and/or terminate all outstanding Purchase Orders with immediate effect by written notice, without prejudice to any of its other rights and remedies.

### 8. IPR Deliverables

- 8.1 IPR Deliverables are subject to the following:
- any and all IPR Deliverables shall become the exclusive property of Purchaser;
  - to the extent required under applicable laws, these IPR Deliverables shall be assigned fully and, if possible, automatically to Purchaser when they come into existence;
  - to the extent that a transfer of IPR Deliverables is not permitted under applicable laws, Contractor shall grant Purchaser an exclusive, transferable, worldwide, perpetual, irrevocable and royalty-free license, with the right to sublicense, to use these IPR Deliverables;
  - by granting this license, Purchaser shall be put into the position to use any and all IPR Deliverables without restrictions and to transfer or (exclusively) sublicense such rights to third parties, also as exclusive rights, or to use them in cooperation with third parties;
  - to the extent permitted under applicable laws, Contractor shall waive all moral rights, including inter alia the right to oppose publication of IPR Deliverables without acknowledgement of its name or other indication as an author, the right to oppose any alteration to IPR Deliverables, and the right to oppose publication of IPR Deliverables under a name other than Contractor; and
  - the price agreed in the Purchase Order is deemed to include an adequate remuneration for the transfer of the relevant IPR Deliverables and/or the granting of rights to use these IPR Deliverables pursuant to this Section 8.1.
- 8.2 To the extent Purchaser does not hold all rights in IPR Deliverables pursuant to Section 8.1, Contractor shall grant Purchaser a non-exclusive, transferable, worldwide, perpetual, irrevocable and royalty-free license, with the right to sublicense, to use any and all IPR Deliverables in accordance with their intended use or to allow such use to third parties. In case of software, this right shall include the right to rectify errors of the software or to have them rectified, and to download, display, run, transmit, store, reproduce permanently or temporarily, translate, adapt, arrange and otherwise alter the software for this purpose and to allow the use by external service providers to whom Purchaser has outsourced IT services and work performances. Any further statutory or agreed rights of use shall remain unaffected.

### 9. Infringement of Intellectual Property Rights

- 9.1 Contractor shall defend, indemnify and hold Purchaser harmless against any and all fines, losses, damages, costs and expenses incurred by or assessed against Purchaser which arise out of a claim or proceeding brought by a third party alleging that the use by Purchaser or by any of its customers of a Deliverable, a Delivery or any part thereof, or of equipment incorporating such Deliverable or Delivery, directly or indirectly infringes Intellectual Property Rights of such third party.
- 9.2 In connection with any such claim, Contractor may, at its expense, procure for Purchaser and its customers the right to continue all acts in relation to the Deliverable or Delivery, or if procurement of rights is not a reasonable or viable option, replace the Deliverable or Delivery or part thereof with a non-infringing alternative with at least equivalent form, fit and function as the Deliverable or Delivery that is approved in writing by Purchaser.

### 10. Marking

- 10.1 Contractor shall comply with all applicable statutes, regulations, rules, ordinances governing the marking and labelling of Deliveries, including but not limited to the Directive (EC) 2006/42/EC (Machinery Directive) and Regulation (EC) no. 1907/2006 (REACH). The order confirmation, the invoice, the delivery note and any and all shipping documents shall also contain all required markings and/or labeling.
- 10.2 Contractor shall make duly available to Purchaser any and all certificates of origin, suppliers' declarations pursuant to Regulation (EC) no. 1207/2001, and any other necessary proofs of origin including any and all information required by law.

### 11. Delivery time

- 11.1 Contractor shall make each Delivery on the date and time specified for delivery in the Purchase Order.
- 11.2 The timeliness and the completeness of a Delivery is subject to:



## General Purchase Conditions

- acceptance by Purchaser;
- Purchaser's satisfactory outcome of agreed material testing; and
- the handing over of all documents to be delivered with the Delivery.

- 11.3 Contractor shall promptly inform Purchaser if it becomes apparent that it shall be unable to make (part of) the Delivery on the agreed delivery date and time, stating the reasons and the anticipated duration of the delay.
- 11.4 If the probably delay is greater than 10 days from the agreed delivery date and time, Purchaser shall have the option to either extend the time of Delivery or to terminate the Purchase Order at no cost.
- 11.5 For each week of delay Purchaser is entitled to claim as liquidated damages an amount of 0.5% of the agreed price for the part of the Delivery which is delayed, up to a maximum of 5 % of such price, unless Contractor is not at fault for the delay. The Contractor and Purchaser hereby agree that such amount represents a fair, reasonable and genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Purchaser as a result of such delay and the Contractor waives any objection it may now or hereafter have that the amount would be otherwise than fair and reasonable.
- 11.6 Notwithstanding Section 11.4 and 11.5, Purchaser explicitly reserves all its other rights and remedies in case a Delivery is delayed.

### 12. Packaging, Shipment

- 12.1 The goods shall be packed in a manner suitable to avoid transportation damages.
- 12.2 Shipments shall be made in accordance with the requirements stipulated by Purchaser. Unless otherwise agreed in writing, each Delivery shall be effected DDP (INCOTERMS 2020), including discharge. Contractor is obligated to insure the goods for the duration of the shipment.
- 12.3 The delivery note shall be enclosed in every shipment as shipping document if delivery is made by vehicle, carrier or mail. In case of deliveries by train, the delivery note shall be sent to Purchaser by mail on the day of dispatch.
- 12.4 Up to and including the day on which the Delivery is dispatched, Purchaser has the right to request detailed dispatch notes from Contractor in triplicate for each shipment, regardless of the type of dispatch.
- 12.5 Unless otherwise agreed upon, Contractor shall not be entitled to make partial or early shipments.

### 13. Transfer of Risk, Ownership, Documents

- 13.1 In case of Deliveries without assembly or installation, ownership and risk shall pass to Purchaser upon handing over of the Delivery to Purchaser at the agreed place of receipt. If Deliveries include assembly or installation, ownership and risk shall pass to Purchaser upon acceptance of the assembled or installed Delivery or, if acceptance is not required, upon handing over of the Delivery at the agreed place of receipt. Purchaser may declare whether or not the Delivery is accepted up to six weeks after Contractor has notified him of the completion of the assembly or installation of the Delivery.
- 13.2 Unless explicitly agreed otherwise in writing, Contractor shall not retain ownership in Delivered goods.
- 13.3 Purchaser retains ownership of Reserved Goods. Reserved Goods shall be stored separately, identified, and administrated by Contractor, all free of charge. They may only be used for the execution of Purchase Orders placed by Purchaser.
- 13.4 Any processing of Reserved Goods is carried out on behalf of Purchaser. If Contractor processes or confuses the Reserved Goods together with other materials, Purchaser shall be entitled to co-ownership of the newly created object in the ratio of the value of the Reserved Goods to the value of the other materials that have been used in such process. If Purchaser's ownership of the Reserved Goods extinguishes due to accession, confusion or specification, Contractor hereby transfers in advance to Purchaser its ownership in the newly created object in the ratio of the value of the Reserved Goods to the value of the other materials that have been used in such process. Contractor stores the newly created object for Purchaser free of charge.
- 13.5 Contractor shall provide all documentation to Purchaser which Purchaser needs for the assembly, operation, maintenance, or repair of the Delivery free of charge and in due time. Purchaser may review, and Contractor is obliged to allow Purchaser to review, any and all inspection and test reports of Contractor with regard to a Delivery.
- 13.6 Purchaser reserves any and all title and copyrights to Documents provided to Contractor. Without the explicit written consent of Purchaser, Documents may not be made available to third parties. They must be used exclusively for the performance of the obligations under the Purchase Order. Following the execution of the Purchase Order, Contractor shall promptly return the Documents to Purchaser.
- 13.7 If the rendering of support or repair services forms part of the Purchase Order, Contractor shall prepare a report of each on-site service and repair visit and provide Purchaser with a copy thereof.

### 14. Inspection, Warranty, Defects

- 14.1 Purchaser is under no obligation to inspect incoming Deliveries, unless they show any obvious material defect, including a lack of correspondence of the delivered amount and type of goods with the Purchase Order and clear and visible damages to the goods by transportation. Purchaser shall notify Contractor of such obvious defect within a period of two weeks following the



## General Purchase Conditions

receipt of the Delivery and of a hidden material defect within two weeks after its discovery. This Section 14.1 shall only apply to Purchase Orders with regard to the delivery of goods.

- 14.2 For a period ending 36 months after receipt of a Delivery by Purchaser, Contractor warrants to Purchaser that each Delivery made by Contractor shall:
- be of good and merchantable quality;
  - conform to any and all specifications provided by Purchaser;
  - be manufactured and delivered in conformity with the relevant Purchase Order(s) and with Purchaser's instructions;
  - be manufactured and delivered in compliance with all applicable national and international laws and regulations; and
  - be free and clear from any security interest/right or any other lien or encumbrance, for the benefit of either Contractor or any third party.
- 14.3 If a Delivery is defective, Purchaser may, without prejudice to any other rights and remedies, request a Cure of the defective Delivery. Place of performance of the Cure shall be the place where the defective Delivery is located. Contractor shall bear the costs of the Cure.
- 14.4 To the extent that any defective goods are, as agreed, shipped by Purchaser or any third party commissioned by Purchaser to Contractor, Contractor shall bear the costs and the risk of such backhaul.
- 14.5 If Contractor fails to carry out the Cure within the reasonable grace period granted for this purpose, Purchaser shall, without prejudice to any of its other rights and remedies, be entitled to remedy the defect or to commission a third party to remedy the defect at the expense of Contractor. In case of imminent danger or particular urgency, Purchaser shall also be entitled to remedy the defect or commission a third party to remedy the defect at the expense of Contractor without having to grant a grace period.
- 14.6 Contractor shall be liable for any work carried out in order to remedy defects, for replacement or re-manufacturing to the same extent as for the initial Delivery. Deliveries which were repaired or re-executed as a remedy of a defect shall be subject to a new and independent warranty period of 24 months after the Cure has been carried out, unless the remaining warranty period that applies to the initial Delivery is longer, in which case the longer period shall apply.
- 14.7 Contractor shall indemnify and hold harmless Purchaser from any and all claims, costs and expenses incurred by or assessed against Purchaser which arise out of a claim or proceeding brought by a third party in relation to a defective Delivery for which Contractor is at fault.
- 14.8 Contractor shall not change any process, material, or manufacturing location without prior written notification and approval of Purchaser. Contractor shall provide the full details of change, also providing to Purchaser the specification wherein the change is indicated, and for packaging components, to include, inter alia, the technical drawing. Process changes include but are not limited to:
- Changing of product specification
  - Changing of sub-suppliers
  - Moving production to a different but similar machine
  - Relocation of manufacturing equipment within a facility, or relocation to an alternate facility
  - Changing key process parameters as defined by Contractor and/or Purchaser
  - Combining processes to streamline manufacturing
  - Outsourcing production to a sub-supplier
  - Addition of tooling to increase capacity
  - Substantive changes to testing procedures or COA reports
  - Packaging components.

No testing method or testing standard shall be changed or eliminated without prior written notification and approval of Purchaser.

No reported specification or specification tolerance shall be changed without prior written notification and approval of Purchaser.

Contractor shall comply with Purchaser's Supplier Requirement Manual (<https://www.supplier-portal.henkel.com/supplier/SuppQuality.do>)

- 14.9 Contractor shall provide at least two (2) years' advanced written notice of a proposed discontinuation in the manufacturing of any good sold to Purchaser. In the event that the discontinuation of the manufacturing of a good becomes inevitable, in addition to providing the above notice, Contractor shall allow Purchaser to make a last-time purchase of at least one year's supply of the goods.

## 15. Confidentiality

- 15.1 Contractor shall treat all Information as confidential. In particular, it is not entitled to forward or make available Information to third parties without prior written consent of Purchaser. The Information shall be protected from unauthorized access or use. Without prejudice to any other rights, Purchaser may demand the immediate return of all Information if Contractor is in breach of any of these obligations.
- 15.2 These obligations shall remain in force for a duration of 10 years following the execution of the respective Delivery.
- 15.3 The obligations of this Section 15 shall not apply to Information which:



## General Purchase Conditions

- at the time of disclosure is in the public domain;
- was in Contractor's possession at the time of receiving the relevant Purchase Order;
- becomes part of the public domain by publication or otherwise through no fault of Contractor;
- was obtained by Contractor from a third party, having a lawful right to disclose the same;
- is required to be disclosed by applicable law, regulation or order of a court of competent jurisdiction provided, however, that Contractor takes all reasonable steps to restrict and maintain the confidentiality of such disclosure and provides reasonable prior written notice to Purchaser of the requirement to disclose such information and the specific disclosure(s) proposed to be made to satisfy such law(s), regulation(s) or legal process(es).

15.4 Contractor may only publicly announce his business relations with Purchaser if Purchaser has given his prior written consent.

### 16. Technical Investment Goods

16.1 If the Purchase Order concerns technical investment goods, Purchaser shall be entitled to inspect the execution of the Purchase Order at the place of execution, be it at Contractor's or any other place. Contractor is obligated to provide Purchaser access for the purpose of this inspection on normal workdays between usual operating hours. Contractor shall procure that its suppliers adhere in writing to these obligations.

16.2 Contractor shall support Purchaser during the execution of the inspection and shall provide the necessary facilities and equipment free of charge. Contractor shall promptly remedy any defect in the manufacturing process of the technical investment goods identified during the inspection. Such inspection shall be without prejudice to Purchaser's right to notify any defects identified after the inspection and any other rights and remedies.

### 17. Compliance with Relevant Personal Data Protection Laws

17.1 Each of Contractor and Purchaser (each a "**Party**" and together the "**Parties**") agrees to comply with all Relevant Laws with respect to Personal Data obtained or collected by, or disclosed to that Party or to be processed by that Party pursuant to these General Purchase Conditions ("**GPCs**"). In these GPCs, "**Relevant Laws**" means any local, state, provincial, territorial, national or federal laws, any local privacy and protection of personal data laws, Relevant Personal Data Protection Laws (as defined below), legislation, statutes, regulations, rules, treaties and orders of a government agency which are applicable in the jurisdiction(s) where these GPCs shall be performed and used and which relate to a Party's rights or obligations under the GPCs; "**Personal Data**" means any personal information and/or personal data relating to any identifiable individuals, whether available and/or collected in written, oral, electronic, photographic and/or other forms, whether or not such information is expressly stated to be confidential or marked as such; "**Purpose(s)**" means the purpose(s) which is/are expressly communicated in writing herein by one Party to the other Party to this Agreement to collect and/or process the Personal Data strictly and solely for the aforementioned purpose(s); and "**Relevant Personal Data Protection Laws**" means all applicable local and relevant laws relating to the protection of Personal Data in Singapore and each jurisdiction of performance of these GPCs.

17.2 The Parties acknowledge and agree that in the performance of these GPCs, each Party may collect and/or process Personal Data, including, without limit, transferring it outside the country in which it is collected and/or disclosing it to third parties, strictly for the Purpose(s) for which the individuals concerned have been notified and for which each individual's prior, express and written consent have been obtained prior to each and every person's Personal Data being collected, or which have been collected and/or processed.

17.3 The Parties acknowledge, agree and undertake that they shall have complied with all legal obligations imposed upon their organization, company, affiliates and other entities by all the Relevant Laws.

17.4 Each Party acknowledges, agrees and undertakes that they shall have in place adequate and robust systems, equipment and processes relating to technical, data processing, information technology, secure and encrypted data storage, human resource and all organizational security measures so that the confidentiality of the collection and processing of Personal Data complies with Relevant Laws.

17.5 The Parties acknowledge, agree and undertake that, in the event there is any security leak or breach of Personal Data collected and/or processed by the Party or their affiliate or other entities, and/or breach of their confidentiality obligations or their obligations for their compliance with all Relevant Laws, the relevant Party shall immediately and within the first hour of discovery of such security leak or breach inform the other Party, to enable the other Party to be able to immediately inform its local country government regulator of such breach in compliance with all Relevant Laws.

17.6 Each Party acknowledges, agrees and undertakes that if requested by the other Party to do so to comply with the other Party's global data privacy obligations, to execute applicable European Union model contracts for the transfer of Personal Data into any countries in the European Union or which relate to the monitoring or targeting of Personal Data of any persons, subjects or citizens in or of the European Union.

17.7 Contractor agrees to (i) only process the Personal Data it receives from Purchaser or Purchaser's affiliates for the purposes of these GPCs and as directed by Purchaser; (ii) not disclose such Personal Data to any third party without Purchaser's written consent (unless the disclosure is required by Relevant Laws, whereupon Contractor shall promptly notify Purchaser of the same); (iii) timely report to Purchaser any complaints Contractor has received regarding the misuse of such Personal Data; (iv) maintain appropriate measures to protect against unauthorised processing, access or disclosure of the Personal Data; and (v) if requested by Purchaser to do so to comply with Purchaser's global data privacy obligations, execute applicable European Union model contracts for the transfer of Personal Data



## General Purchase Conditions

### 18. Final Provisions

- 18.1 For the purpose of these General Purchase Conditions 'in writing' or 'written' includes by letter, fax, e-mail, or other non-printed means of recorded communication.
- 18.2 If there is a conflict between the terms specified in the Purchase Order and any of these General Purchase Conditions, the conditions specified in the Purchase Order shall prevail.
- 18.3 Should any individual provision of these General Purchase Conditions or of any Purchase Order be or become invalid or unenforceable, the validity and enforceability of the other provisions shall remain unaffected. In such case Contractor and Purchaser shall negotiate with a view to substituting the invalid or unenforceable provision by a provision which comes closest to their original understanding and intentions. In absence of an agreement the provision is to be replaced by the valid provision which most closely fulfils the economic intent of Contractor and Purchaser with regard to the invalid or unenforceable provision. This provision shall also apply to unintended omissions.
- 18.4 Place of performance for any and all obligations of Purchaser and Contractor arising out of the Purchase Order shall be the registered office of Purchaser, unless stated otherwise on the Purchase Order.
- 18.5 The General Purchase Conditions and Purchase Orders shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of laws principles. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 18.6 Any dispute, controversy or claim arising out of or relating to these General Purchase Conditions and/or Purchase Orders, or the breach, termination, or invalidity thereof shall be settled by arbitration to be administered by Philippine Dispute Resolution Center Inc. ("PDRCI") in accordance with the PDRCI Arbitration Rules in force at the time of the commencement of the arbitration. The seat of arbitration shall be the Philippines, and the language of the arbitration shall be in English. The number of arbitrators shall be one.