

GENERAL TERMS AND CONDITIONS OF PURCHASE

Business Unit Car Styling, UK

1. DEFINITIONS

In these conditions unless the context otherwise requires the following words shall have the meanings hereby prescribed:

- 1.1 "Buyer" means POLYTEC CAR STYLING UK Limited;
- 1.2 "Seller" means the person, firm or company to whom the Order is addressed;
- 1.3 "Order" means this purchase order issued on behalf of the Buyer, any delivery schedules applicable thereto, the Buyer's item numbers and any other documents relevant thereto;
- 1.4 "Goods" means the articles or things to be supplied;
- 1.5 "Services" means the work to be carried out by the Seller pursuant to the Order;
- 1.6 "Specification" means any technical requirement, description, plans, drawings, data or other information applied to the Goods or Services contained or referred to in the Order;
- 1.7 "Completion Date" shall mean the date upon which the Goods shall be delivered or the date by which the Services shall have been completed in accordance with the Order;
- 1.8 "Contract Conditions" shall mean these conditions and any terms set out overleaf. All other sales conditions of the Seller (e.g. in the order confirmation) are null and void, unless they are expressly approved by the Buyer.

2. VALIDITY AND STATUS OF ORDER

- 2.1 The Buyer shall be bound by the Order only if:
 - 2.1.1 it is placed with the Seller on the Buyer's official order form; and
 - 2.1.2 it is accepted by the Seller either providing to the Buyer a written acceptance within 10 days of the date of the Order or commencing execution of the Order.
- 2.2 The terms and conditions contained herein shall govern the contract to the exclusion of any other terms and conditions not incorporated or referred to in the Buyer's Order.
- 2.3 Acknowledgement of an Order shall constitute the Seller's acceptance of the Contract Conditions to the exclusion of all others including any which may be printed on the Seller's documents.
- 2.4 The Buyer may unilaterally by written notice amend the Order and the Seller shall comply with that amendment forthwith. Within 7 days of receipt of any such notice the Seller shall submit to the Buyer a statement of the consequences of such amendment and as soon as practicable the parties shall agree any necessary and reasonable adjustments to the Order reflecting those consequences.
- 2.5 The Order is based on the principle that the Seller shall remain competitive with respect to price, quality, innovative capability and security of supply.
- 2.6 The Seller must inform the Buyer of any changes to the contents of the order confirmation in comparison to the contents of the offer, which the Seller unilaterally undertakes without consulting the Buyer.

3. PLACE OF PERFORMANCE, DUE DATES

- 3.1. The place of performance is the respective plant to be supplied or the delivery site stated in the order.
- 3.2. Agreed Completion Dates and periods are binding. The Goods or Services must be delivered in accordance with the due dates stated in the Order. The Order must be carried out according to the instructions of the Buyer. The Seller must provide/deliver the Goods or Services on time, taking into account the usual time for loading and shipping, if any.
- 3.3. Title to the Goods shall pass to the Buyer on delivery or acceptance, if acceptance is agreed, without prejudice to any right of rejection which may accrue to the Buyer under these conditions.

4. DELIVERY

- 4.1. In the event of any default by the Seller and without prejudice to any other rights available to the Buyer, the Buyer may have the Goods or Services provided by a third party and the Seller agrees to pay to the Buyer the difference in price of the replacement Goods or Services and shall also pay the costs incurred by the Buyer in procuring the replacement Goods or Services. The Buyer shall also be entitled to withhold payment of the price or a proportion thereof of the Goods or Services being the subject of the Order.

- 4.2. In case of early performance of Goods or Services, which may occur only after express consent from the Buyer, the payment period shall only begin upon the originally agreed Completion Date. If consent has not been given, the Buyer is entitled to decline acceptance. Regardless of whether prior consent has been given, the Seller must compensate the Buyer's expenses and damages incurred through premature deliveries or partial deliveries. If these deliveries result in increased transportation costs, these must be borne by the Seller.
- 4.3. The Seller must inform the Buyer immediately about any circumstances that could lead to disruptions to delivery and particularly to delayed or only partial performance of the Goods or Services. In doing so, the Seller must communicate to the Buyer the relevant information as well as measures with which the Seller shall avoid disruptions to delivery or lessen their consequences.
- 4.4. Notwithstanding any other right or remedy contained in the Contract Conditions, Order or at law which is available to the Buyer in respect of any delay in delivery of the Goods or any delay in completion of the Services of the Seller, the Buyer reserves the right to recover liquidated damages from the Seller for any delay in delivery of the Goods or any delay in completion of the Services at the rate of 5 % of the total price stated in the Order for each week or part of a week of delay.
- 4.5. Such liquidated damages may be deducted by the Buyer from any sums due to the Seller.
- 4.6. If the scope of delivery is changed or if the Seller is otherwise prevented from delivery by the Buyer and if changes to deadlines arise as a result, which are subject to liquidated damages, the changed deadlines shall also be considered similarly subject to the liquidated damages (i.e. it shall only result in postponement of the deadlines subject to the liquidated damages, but not in cancellation of the liquidated damages).

5. PACKAGING AND SHIPPING

- 5.1. The Seller shall ensure that the Goods are properly packed and secured in accordance with the instructions of the Buyer (where specified) and shall deliver the Goods to the Buyer at the place or places and in the manner specified in the Order on the Completion Date. Section 32 of the Sale of Goods Act 1979 shall not apply.
- 5.2. Unless otherwise specified in the Order, the Seller must perform the delivery DDP to the place of performance according to Incoterms 2010 and select the freight and delivery options most favourable for the Buyer.
- 5.3. Shipping shall be at the Seller's cost and risk unless otherwise agreed in writing. Risk in the Goods shall pass to the Buyer on completion of delivery and accordingly any Goods lost or damaged in transit shall be replaced by the Seller forthwith upon receipt of notification from the Buyer of such loss or damage. The risk for constructed buildings, steel structures, machines and other facilities is only transferred to the Buyer after acceptance has taken place by a designated person.
- 5.4. The Seller shall ensure that each delivery of Goods is accompanied by a delivery note which sets out the Order number and full details of the Goods supplied including the Buyer's item number (where applicable). The Seller shall state the Order number on all correspondence (including emails) relating to the Goods.
- 5.5. The Seller shall not without the consent of the Buyer make any charge for casks, packages, drums, containers or other re-usable items of any description nor for the cost of return thereof.
- 5.6. In the event that Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for such excess and the excess shall be and remain at the Seller's risk and shall be returnable at the Seller's expense.

6. INSURANCE

- 6.1. When the Seller undertakes to supply Goods or Services then the Seller shall insure in an amount not less than the greater of the amount specified in the Order and GBP 10,000,000 per event against all losses, claims, demands, proceedings, costs, charges and expenses for injury (including death) or damage to any person or property arising out of any and all occurrences which result from the execution of the Order.
- 6.2. The insurance will be effected with an insurer which at the Buyer's option shall be subject to its approval and the Seller shall if requested to do so by the Buyer ensure that either the policy is effected in joint names of the Buyer and the Seller or the beneficial interest of the Buyer is noted on the face of the insurance policy. The Seller will whenever requested by the Buyer produce to the Buyer a copy of the policy and

- the receipt for payment of the current premium and will advise the Buyer forthwith of any act or omission which may lead to the cancellation or non-renewal of the insurance.
- 6.3. The Seller shall procure that any subcontractor effects insurance similar (but of no lesser amount) to that required of the Seller by sections above.
- 6.4. Should the Seller or any subcontractor effect insurance pursuant to this clause in excess of GBP 10,000,000 as aforesaid then the Buyer shall be entitled to the benefit of all that insured sum.
- 6.5. In the event that the Seller fails to comply with this clause the Buyer may at its option provide such insurance and the Seller shall be obligated promptly to reimburse the Buyer with the relevant premiums.
- 7. CONTRACT PRICE AND PAYMENT TERMS**
- 7.1. The total price of the Goods or Services (hereinafter referred to as the "Contract Price") is stipulated in the Order. The price shall be a fixed price which includes all expenses for the Seller connected with performance of the Contract.
- 7.2. No heavier obligations can be imposed on the Buyer from subsequent exchange rate changes than would have arisen to it on the basis of the originally agreed exchange rate.
- 7.3. Original invoices must be sent to the Buyer immediately after delivery electronically or in duplicate at the request of the Buyer. The copy must be expressly identified as such. Invoices sent by fax or email shall not be considered for the start of the payment period.
- 7.4. Invoices must state the name and address of the Seller, the order number and delivery note number, the name of the Buyer's purchaser as well as the shipping method.
- 7.5. Performance calculations must be added to the underlying documents.
- 7.6. Reference is made to the necessity for compliance with statutory provisions on accounting with regard to the minimum content etc.
- 7.7. Unless otherwise stated in the Order, payment of the price shall be made after a minimum of 90 days following the end of the month of the date of invoice or acceptance whichever shall be the later provided always that the Buyer shall be under no obligation to pay for Goods or Services rejected under the provisions of Clause 11. The Seller is not entitled to offset its claims from claims of the Buyer.
- 7.8. The Buyer has the right to withhold a security deposit in the amount of 10 % of the total order value as a non-interest bearing assurance of performance, warranty, guarantee or damages claims for a period of 45 days beyond the warranty period. This also applies in the event of the Seller's insolvency.
- 7.9. Approval of the last payment shall only take place when there is a final invoice concerning all deliveries/services performed according to the order, contract for work as well as technical specifications and related claims.
- 7.10. By submitting the final invoice, the Seller declares that it has asserted all claims from the relevant transaction and no further claims shall be made.
- 7.11. The Buyer is entitled, regardless of further statutory rights, to settle open claims to the Seller against its own debts, debts of POLYTEC HOLDING AG as well as its direct and indirect group companies with respect to the Seller.
- 7.12. Payments by the Buyer do not signify any acknowledgement of settlement and freedom from defects.
- 8. TAXES**
- 8.1. Each contracting party shall bear the taxes concerning it.
- 9. QUALITY AND DOCUMENTATION**
- 9.1. All Goods supplied or Services carried out shall:
- 9.1.1. Be of first class quality using the best materials and workmanship, properly and adequately packaged and where in the case of Goods samples have been provided by either party they shall be at least equal in all respects to such samples;
- 9.1.2. Conform with the quantity and description and shall comply with any Specification stated in the Order;
- 9.1.3. Be capable of any standard of performance, be safe and fit for any purpose stated in the Order.
- 9.1.4. be in mint condition and free from the rights of third parties, such as for example patents or rights of lien.
- 9.2. All Goods supplied shall be free from defect whether actual or latent.
- 9.3. The design (other than where the Buyer has provided a detailed design for the Goods), construction and quality of the Goods and Services shall comply in all respects with any statute, statutory rule or order or regulation at the time when the Goods are delivered or the Services rendered and that their sale or use by the Buyer will not give rise to any infringement or alleged infringement of any British or foreign patent, trade mark, trade name, registered design, design, copyright or other proprietary or intellectual property right.
- 9.4. Without prejudice to the terms of any warranty given by the Seller in these conditions all warranties and services guarantees attaching to the Goods or Services shall not only be for the benefit of and enforceable by the Buyer but also for the benefit of and enforceable by the Buyer's customers and for users of the Goods and/or Services. The Seller complies with all safety regulations, national and international laws, directives, standards (O-Norm, VDA and AIAG standards, etc.) and regulations, especially regarding health and safety, environmental protection and fire protection (in particular compliance with the minimum wage). Any procedures are outlined in the Buyer's "Health, Safety and Environment Information and Guidelines for Contractors" a copy of which is available on request. Any Goods or Services shall be delivered in latest state-of-the-art technology.
- 9.5. The Seller must, where possible, provide a complete, yet easily understandable, user guide, to store all necessary documents and to monitor products closely. The Seller shall make available to the Buyer prior to delivery adequate information as to the use for which the Goods have been designed and tested and any conditions necessary to ensure that when put to that use the Goods will be safe, free from hazard and without risk to health either for the employees or customers of the Buyer.
- 9.6. The Seller undertakes to safely dispose of all casks, packages, drums and containers used in the supply of Goods whether hazardous or otherwise in accordance with any applicable statute, statutory rule, order or regulation.
- 9.7. Serial production may not commence until the Buyer has accepted the initial samples and has confirmed this in writing by means of an acceptance or test report signed by both contracting parties.
- 9.8. If the scope and nature of the testing, as well as the testing devices and methods have not been agreed between the Seller and the Buyer in writing, at the request of one contracting party the required level of test technology shall be determined between the respective quality departments.
- 9.9. With regard to this Clause 9, reference is made to VDA Volume 2 "Securing the Quality of Deliveries - Production Process and Product Approval PPA".
- 9.10. In the case of construction, repair, assembly and installation work in the premises of the Buyer, the Seller must adhere to the displayed fire protection regulations. The Seller can request these from the Buyer's production management department.
- 10. INSPECTION, TESTING**
- 10.1. Before despatching the Goods the Seller shall carefully inspect and test them for compliance with the Order and shall give to the Buyer a written certificate of compliance when requested. If requested so to do the Seller shall give the Buyer at least 7 days' notice of such tests and the Buyer shall be entitled to be represented thereat. The Seller shall supply to the Buyer a copy (certified as true) of the results of the said tests.
- 10.2. The Buyer will be entitled to inspect and test the Goods during manufacture processing or storage and the Services during the course of performance. If the Buyer exercises this right the Seller shall provide or procure the provision of all such facilities as the Buyer may reasonably require for the purpose.
- 10.3. If as a result of any inspection or test under sub-clause 10.1. or 10.2. above the Buyer's representative is of the reasonable opinion that the Goods or Services do not comply with the Order or on completion of manufacture or processing or carrying out are unlikely so to do he shall inform the Seller accordingly in writing and the Seller shall forthwith take such steps as may be necessary to ensure such compliance.
- 10.4. An obligation on the part of the Buyer to inspect the Goods and Services of the Seller before use is excluded. No inspection or testing carried out by the Buyer pursuant to this clause shall relieve the Seller of any of its obligations relative to the Order.
- 11. REJECTION, WARRANTY**
- 11.1. If Goods or Services are in any way defective or do not meet the Specification or the standard quality description level of performance or purpose stated in the Order the Buyer may without prejudice to its other rights:
- 11.1.1. Reject the Goods or Services in question or the entire delivery of which they form part (whereupon the same shall immediately become at the Seller's risk) and have the Seller credit the Buyer with the cost thereof immediately; and/or
- 11.1.2. Require the Seller promptly to replace or repair the Goods or Services in question (in situ if so requested by the Buyer) free of all cost and at the Seller's risk and any such replacement shall be subject to the Contract Conditions; and/or
- 11.1.3. Require the Seller to defray all the Buyer's additional costs, expenses and losses (whether direct or consequential) arising from such defect or non-conformity.

- 11.2. If the Seller shall fail to replace rejected Goods or to remedy rejected Services within thirty days from the date of rejection (or earlier if so requested by the Buyer) the Buyer shall (without prejudice to any other rights it may have against the Seller) be entitled to obtain other goods in replacement or obtain the services of an alternative supplier to remedy the rejected Services and the reasonable costs incurred in so doing including all losses thereby incurred by the Buyer shall be borne by the Seller.
- 11.3. Complaints of externally discernible quality and quantity deviations as well as transport damages are considered reported in time if the Buyer informs the Seller within three working days from receipt of the goods at the place of performance. Complaints of latent defects are considered reported in time if the Seller is informed within three working days after their discovery. The Seller must immediately remedy (replacement of deliveries, sorting or reworking etc.) any defects.
- 11.4. Unless otherwise stated in the Order, if within 36 months from the date of acceptance of any Goods or Services by the ultimate user any defect appears therein which results from a failure to conform with any requirements of this Order and the Buyer notifies the Seller in writing thereof, the Seller shall with all reasonable speed replace or repair the defective goods without any cost to the Buyer or that ultimate end user.
- 11.5. If for the purposes of uninterrupted production the stipulations in Clause 11.4. is unreasonable for the Buyer or such action appears appropriate to minimise such damage, the Buyer may rectify the defect itself or have this carried out by a third party. The Seller shall bear all costs arising. The Buyer shall inform the Seller of the defect removal appropriately in advance.
- 11.6. The Buyer shall be entitled to destroy replaced parts that are not included in the analysis or are not provided to the Seller for technical analysis or overhaul. If the Seller requests their return before destroying, the Buyer shall if possible return the parts at the cost of the Seller.
- 11.7. Other statutory or contractual rights of the Buyer remain unaffected by the provisions of this Clause 11.
- 11.8. If the Seller has concerns against the proposed type of contract execution desired by the Buyer, the Seller must communicate these in writing immediately. Only valid concerns shall have influence on the originally arranged delivery deadline.
- 12. INDEMNITY**
- 12.1. The Seller shall keep the Buyer indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result or in connection with:
- 12.1.1. Defective workmanship, quality or materials;
- 12.1.2. Any act or omission of the Seller, its employees, permitted agents or subcontractors in manufacturing, supplying, delivering or removing any of the Goods or Services;
- 12.1.3. Any infringement or alleged infringement of any intellectual property rights or the rights of any third party resulting from supply of the Goods or Services or the use of the Goods or Services by the Buyer in the normal course of its business;
- 12.1.4. Any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer of the Buyer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, or arises from the Goods or Services and to the extent that such claim is not a result of the negligence of the Buyer, its employees or agents;
- 12.1.5. Any infringement by the Seller or its own suppliers, employees, agents or subcontractors of the intellectual property rights or the confidentiality of the Buyer.
- 12.2. Without prejudice to any other right or remedy the Buyer may have, if any of the Goods or Services are not supplied in accordance with the contract or fail to conform with the Order or the Specification, then the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted or whether the Buyer has paid any invoice relating to such Goods or Services:
- 12.2.1. To reject any such Goods or Services (in the whole or part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods or Services so returned will be paid by the Seller;
- 12.2.2. At the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the contract are fulfilled.
- 12.2.3. To carry out at the Seller's expense any work necessary to make the Goods conform with the Order or the Specification;
- 12.2.4. To claim such damages as may have been sustained in consequence of the Seller's breach of the contract; and
- 12.2.5. To obtain alternative Goods or Services from third parties at the Seller's expense.
- 13. CONFIDENTIALITY AND PRIVACY**
- 13.1. The Seller agrees to keep the Order and all information obtained from the Buyer confidential, not to pass it on to third parties and not to use it for any purpose other than the purpose of the Contract, except information which (i) is or becomes a general state-of-the-art technology without the fault of the Seller, or (ii) is already in the possession of the Seller, as documented in its written documents, or (iii) the Seller receives from a third party not subject to an obligation to secrecy, without this third party having received such information directly or indirectly from the Seller.
- 13.2. The Buyer is not obliged to pass on legally protected and/or confidential information from third parties (e.g. customers or licensors).
- 13.3. These provisions shall also apply beyond the expiry or termination of the Contract. If the obligations under this section are not complied with, the Buyer shall be entitled to demand compensation claims and use other legal remedies.
- 13.4. Subcontractors are to be bound accordingly.
- 13.5. The Privacy Policy of POLYTEC Group is an integral part of these Terms and Conditions of Purchase and can be viewed in its most recent version at <https://www.polytec-group.com/en/Privacy>.
- 14. RIGHTS OF USE, PROPERTY RIGHTS**
- 14.1. Models, drawings, dies, templates, samples, tools, specifications etc. as well as confidential information and construction data that the Buyer provides to the Seller or pays for in full may be used for deliveries to third parties only with the prior written consent of the Buyer. The Seller shall use the confidential information and manufacturing materials exclusively for deliveries to the Buyer and not for other purposes.
- 14.2. All models, tools, devices, drawings and other manufacturing equipment etc. to be prepared for the execution of the Order shall become the property of the Buyer and is to be labelled as such. The Seller shall grant the Buyer an irrevocable, world-wide, royalty free right and licence to use to all documents made available.
- 14.3. The intellectual property and the right of use of the Buyer to all documents, such as engineering, documentation, software, expertise, remains without limitation with the Buyer. The documents submitted by the Buyer to the Seller may not be fully or partially edited, copied, reproduced, translated into another language, distributed or processed (print, photocopy, microfilm or any other process), whether this be electronically or in any other way without the prior written consent of the Buyer.
- 14.4. The Seller must ensure that the Goods and the manufacturing process do not violate any rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, trademark rights or other intellectual property rights), whereby the Seller indemnifies the Buyer and customers of the latter in this respect of all claims by third parties for rights infringements.
- 14.5. There shall be no liability and/or indemnification obligation on the part of the Seller insofar as the Seller has manufactured the Goods according to the detailed drawings or models submitted by the Buyer and does not know or, in the context of the products it develops, does not have to know that industrial property rights are infringed. In respect of drawings, models, etc. handed over by the Buyer to the Seller, the latter does not have any obligation to verify these.
- 14.6. The Buyer shall acquire an irrevocable, world-wide, royalty free right and licence to use to all documents, drawings, sketches etc. handed over by the Seller, and shall be entitled, inter alia, to hand over the documentation obtained from the Seller or its subcontractors to its other contract partners and to use it unrestrictedly itself.
- 14.7. If joint activities of the parties, in particular in the area of development, result in production processes or materials which are patentable, the parties will agree the conditions of the registration and exploitation of this expertise separately. Under no circumstances may this agreement result in an increase in the prices of the products that are the subject of this Contract.
- 14.8. The Seller is obliged to maintain and service the production equipment.
- 14.9. Further or differing agreements shall be made in separate contracts (e.g. tool contract).
- 14.10. All data, tools, patterns, materials and other equipment loaned by the Buyer to the Seller for use in connection with the Order or manufactured by the Seller at the Buyer's expense in connection with the Order shall be and will remain at all times the property of the Buyer, shall be surrendered to the Buyer upon demand in good and serviceable condition and shall be used by the Seller solely for the purpose of completing the Order. Such items shall be at the risk of the Seller and

insured by the Seller at its own expense. The Buyer does not warrant the adequacy of any tooling, data, patterns, material and other equipment furnished by it nor shall it accept liability for any such as are received by the Seller in a damaged state under or in connection with the Order unless such damage is notified to the Buyer within five days of receipt by the Seller of the same.

- 14.11. All scrap arising from material and other items free issued by the Buyer shall remain the property of the Buyer and must be disposed of by the Seller in accordance with the Buyer's wishes and all applicable laws and regulations and the proceeds of any such disposal must be credited to the Buyer.

15. CE MARK

- 15.1. For Goods or Services with necessary or permitted CE mark and/or a declaration of conformity, the Seller is obliged to comply with all relevant legal requirements and to provide the CE mark on a ready-for-use machine/system and/or provide the Buyer with the necessary declarations of conformity in the language(s) required for the documentation and/or prescribed by the legal regulations (for the place of operation of the Buyer). The risk assessment is to be handed to the Buyer in each case.

16. WORKING AT THE PRODUCTION SITE OF THE BUYER

- 16.1. The supply of electrical energy and water as well as the heating of any necessary site accommodation will be regulated by the Buyer and the Seller by mutual agreement.
- 16.2. All work to be carried out by the Seller connected with the use of the production site of the Buyer shall be carried out with the greatest possible protection of the production site and third parties.
- 16.3. The execution of such work must be agreed with the responsible technical contact person at the Buyer's production site.
- 16.4. Before starting installation and/or assembly work, the Seller must accept the installation site with all foundations, connections, etc., important for him and check their correctness.
- 16.5. Any further rights and obligations of the Seller in connection with the use of the Buyer's production site are regulated in detail in the individual contract by the document to be signed at the production site, the Seller and his authorised representatives are especially under obligation to comply with this document.

17. NOTICES

- 17.1. All notices, authorizations, consents and approvals given pursuant hereto shall be in writing (which shall include e-mail and confirmed facsimile transmission) in the English language to be effective and notices sent by post shall be deemed to have been given at the time when they would have been received in the ordinary course of post and notices sent by e-mail or facsimile transmission shall be deemed to have been received on the next working day following receipt.

18. COMPLIANCE

- 18.1. The Seller is under obligation to comply with the Code of Conduct of the Buyer. This Code of Conduct is an integral part of these Terms and Conditions of Purchase and can be viewed in its most recent version at <http://www.polytec-group.com>.

19. TERMINATION

- 19.1. The Order may be cancelled by the Buyer at any time in whole or in part by delivery to the Seller of a notice of cancellation. In the event of such notice being given the Seller shall stop work forthwith and comply with any directions with regard to the Goods or Services which may be given by the Buyer. The Seller shall submit an account to the Buyer at the address overleaf within 3 months from the effective date of cancellation in the form prescribed by the Buyer. The Buyer undertakes to pay a fair and reasonable price for all work done and unique materials purchased up to the time of cancellation. Such payments together with any sums previously paid to the Seller under the Order shall be the limit of the Buyer's liability relative to such cancellation and shall not in any event exceed the total price of the Goods or Services under the Order.
- 19.2. The Buyer shall be entitled forthwith to terminate the contract by written notice if:
- 19.2.1. The Seller commits any material breach of any of the provisions of the contract and, in the case of such a material breach, which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 19.2.2. An encumbrancer takes possession of or a receiver or administrative receiver, administrator or similar official is appointed over any of the property or assets of the Seller;
- 19.2.3. The Seller makes any voluntary arrangement with its creditors, enters into a deed of arrangement or becomes subject to an administrative order or a petition therefore;

- 19.2.4. The Seller passes a resolution to be wound up or has a winding up petition presented against it (except for the purposes of a solvent, amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the organisation effectively agrees to be bound by or to assume the obligations imposed on the Seller under the contract); or

19.2.5. The Seller ceases, or threatens to cease, to carry on business;

19.2.6. The Seller is unable to pay its debts as they fall due;

19.2.7. The financial position of the Seller deteriorates to such an extent that in the reasonable opinion of the Buyer its capability to adequately fulfil its obligations under the contract has been placed in jeopardy;

19.2.8. The Seller is subject to a change of control. "Control" means the ability to direct the affairs of the Seller, whether by virtue of the affairs of the Seller, whether by virtue of the ownership of shares or otherwise and the Seller shall inform the Buyer forthwith upon the occurrence of a change of control.

- 19.3. Upon the termination of the contract for any reason, subject as otherwise provided in the contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the contract. Without limitation to the generality of the foregoing the rights and obligations set out in clauses 13 and 14 shall survive the termination of the contract.

19.4. Upon the termination of the contract for any reason the Seller shall upon the Buyer's request return any property of the Buyer in the Seller's possession to the Buyer (to include technical drawings, any documents, manuals or software and whether in hard or electronic format).

19.5. Any termination or cancellation of the Order shall not prejudice any rights or remedies which may have already accrued to either Party.

20. FORCE MAJEURE

- 20.1. No party shall be prosecuted in cases of force majeure. For the purposes of this Contract, force majeure is defined as an event which could not be prevented by the party affected by force majeure and which prevents a party from fulfilling its obligations. Examples of force majeure are war, whether declared or not, unrest, revolution, insurrection, boycott, governmental actions, non-granting or revocation of export/re-export licences, terrorism, strike, fire, natural disasters including floods, earthquakes, typhoons, etc. The affected party is obliged, within the scope of what is reasonable, to provide the other contracting party without delay with the necessary information, to do everything possible to eliminate the disturbance and/or to mitigate the effects of the disturbance. The affected party shall also look for alternative means and ways to enable the fulfilment of the performance obligations and, where appropriate, adjust their obligations in good faith to the changed circumstances for the period of the disturbance. The original performance obligations must be fulfilled again as soon as the disturbance is no longer present.

21. GENERAL

- 21.1. The Seller shall not be entitled to assign or subcontract the Order without the prior written consent of the Buyer. Any permitted assignment or subcontract shall not relieve the Seller of its obligations under the Contract Conditions relative to the Order.
- 21.2. Any waiver by either party of a breach of any provision of the Contract Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 21.3. Any failure to or delay in enforcing any provision of the Contract Conditions by either party shall not be construed as a waiver by that party of the right afforded to it by that provision.
- 21.4. The Contract Conditions are in addition to any statutory or common law rights of the Buyer.
- 21.5. Conditions set out overleaf shall prevail in the event of a conflict with these conditions.
- 21.6. Should any term of the Contract Conditions be found to be unenforceable or void then that term shall be severed from the remainder of the Contract Conditions which shall continue in full force and effect.
- 21.7. The headings used in these conditions shall be for convenience only and shall not affect the construction or interpretation of the same.
- 21.8. The place of jurisdiction for all disputes that arise from and in relation to this contractual relationship shall be the registered office of the Buyer.
- 21.9. English substantive law shall apply (with the exclusion of the provisions on collision law and the 1980 Vienna Convention on Contracts for the International Sale of Goods).