

# General Conditions of Purchase

Version: March 25th, 2019

## 1. Definitions

In this document: (a) "Agreement" shall mean the binding contract formed as described in Section 2.1 herein; (b) "Goods" shall mean both tangible and intangible Goods, including software and related documentation and packaging. This shall be deemed to include work and services. Supplies shall include acceptable products already produced or to be produced by Supplier or any third party, for which the principal material is provided by Supplier. (c) "Supplier" shall mean each person or entity that enters, as a company, into an Agreement with NOVALED for the commercial provision of Goods and services.

## 2. Acceptance/Conclusion of Contract

2.1. These General Conditions of Purchase, together with the relevant Purchase Order issued by NOVALED, set forth the terms under which NOVALED purchases Goods and/or services. Separate (individual) agreements shall take precedence over General Conditions of Purchase. When Supplier receives the Purchase Order, a binding contract shall be formed unless Supplier objects to the Purchase Order within 48 hours after its receipt. Such Agreement is limited to these General Conditions of Purchase as specified in this document, the relevant Purchase Order and any attachments, e.g. specifications. Any additions and amendments require the express written confirmation by NOVALED.

2.2. NOVALED is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgement, invoice, packing slip or the like used by Supplier. Silence, the acceptance of Goods and any usage of trade shall not be applied to annul or modify the General Conditions of Purchase of NOVALED.

2.3. All costs incurred by Supplier in preparing and submitting any quotation to NOVALED shall be borne by Supplier.

2.4. NOVALED may cancel or terminate this Agreement in whole or in part at any time on written notice to Supplier without the need to indicate the grounds for such termination. No cancellation charges are due before Supplier has started to carry out the delivery or perform the service. However, Supplier may request compensation for any demonstrably necessary and verifiable costs incurred by performance of deliveries and services taken on, rightly, in reliance to contract performance. In the event Supplier already started performance of supplies and services, he may request a compensation for production and material costs demonstrably incurred by him until receipt of cancellation or termination, less saved expenses.

Any claim for reimbursement of expenses or costs must be submitted to NOVALED in writing (including supporting documents) within two (2) weeks of receipt of NOVALED's cancellation or termination notice. NOVALED may request reasonable changes from Supplier with regard to the Goods to be delivered affecting composition, quantity, construction and design. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to changes in the cost structure as well as with regard to delivery dates.

## 3. Delay in delivery

All dates referred to in the Agreement shall be firm. In the event delivery of the Goods is not executed at the date specified in the Purchase Order, Supplier shall be deemed to be in default without further dunning notice. During the period of default, Supplier shall be obliged to compensate NOVALED for all default damages unless Supplier is proven not to be held responsible for the delay. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations, Supplier shall promptly notify NOVALED in writing.

## 4. Terms of Delivery

4.1. Deliveries shall be completed in accordance with NOVALED's instructions. Unless expressly agreed otherwise in writing, all shipments will be made DDP "Delivered Duty Paid" (INCOTERMS 2010) to the delivery address specified in the Agreement.

4.2. Acceptance and payment of the Goods shall not constitute approval of the Goods nor does it mean that NOVALED recognises them as conforming to the contract. The same shall apply to the acceptance and payment of services.

4.3. Supplier shall, concurrently with the delivery or performance, provide NOVALED with copies of all applicable licenses and permissions. Each delivery shall include a packing list which contains at least (i) the applicable order number, (ii) the NOVALED part number (if applicable and stated in the corresponding Purchase Order), (iii) the quantity shipped, (iv) the net and gross weight of the Goods and (v) the date of shipment. Supplier shall submit to NOVALED copies of the corresponding certificates and/or compliance reports for any required certifications and approvals, including any applicable EU, RoHS (2011/65/EU), REACH (EC 1907/2006), or Global Harmonized System of Classification and Labelling of Chemicals (GHS) regulation, and shall appropriately affix on each product (or as permitted by the applicable certifying entity, on the containers for the product) the safety and/or emissions marks of the applicable testing bodies in accordance with each such body's requirements. If any Goods show dangerous properties according to the REGULATION (EC) No 1272/2008, Supplier must affix the corresponding danger labels. Prior to the first delivery of Goods, Supplier shall provide NOVALED a Material Safety Data Sheet ("MSDS") according to the REGULATION (EC) No 1907/2006 in the German and the English language. Supplier shall comply with any applicable legal requirements related to dangerous substances including without limitation the European Dangerous Products Transport Requirements pursuant to the European Agreement concerning the International Carriage of Dangerous Products by Road ("ADR") and product labelling requirements of the ADR. Supplier shall update any licenses and certificates from time to time to ensure continued compliance with all applicable laws.

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s) absent NOVALED's prior express agreement. NOVALED reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or agreed costs of shipment. NOVALED shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

4.5. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and NOVALED's specifications in such manner as to prevent damage or unauthorized access during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for NOVALED.

Supplier shall choose the most economic packaging which is limited to the essential volume and weight in order to protect the Goods; padding material should be kept to a minimum. Where disposable and returnable packaging is equal in economic and qualitative terms, returnable packaging shall be preferred, subject to NOVALED's prior written approval and provided that Supplier shall be liable for any costs resulting from the use of returnable packaging. Returnable packaging shall be compliant with applicable specifications of the waste management industry.

Notwithstanding the provisions of the applicable Incoterm, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package or handle (before delivery as per the applicable Incoterm) the Goods.

## 5. Changes to Goods

Supplier shall not, without prior consent of NOVALED, make any major changes affecting Goods that could have significant impact upon the form, fit, function, processing performance or the use of the Goods. Supplier shall issue a PCN (Process Change Notification) timely in advance to receive acceptance from NOVALED.

## 6. Performance of services

6.1. Supplier shall perform the services with due skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted for provision of the service or in connection with the Agreement. Supplier shall not contract a third party for provision of the service for NOVALED without prior written consent of NOVALED and without a declaration to comply with these General Conditions of Purchase.

6.3. Only written confirmation by NOVALED shall constitute acceptance of the services performed.

## 7. Acceptance and rejection of Goods

7.1. Acceptance and/or payment of the Goods by NOVALED shall not constitute approval of the Goods. Reference is made to Section 4.2.

7.2. NOVALED may, at any time, inspect the Goods and the manufacturing process for the Goods. If any inspection or test by NOVALED is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of NOVALED's employees.

7.3. NOVALED shall inspect the Goods delivered for apparent undamaged condition and completeness within reasonable time. Notification of patent defects shall – as a rule – be given within two (2) weeks from receipt of the Goods. Notification of latent defects shall be effected promptly after their discovery. Section 11 below shall apply if NOVALED does reject any of the Goods or services. Within two (2) weeks from such notification, Supplier shall collect the Goods from NOVALED at its own expense or shall promptly perform the services again in accordance with NOVALED's instructions at its own expenses. If Supplier does not collect the Goods within said two (2) weeks period, NOVALED may have the Goods delivered to Supplier at Supplier's cost and risk, or with the Supplier's prior consent may destroy the Goods, without prejudice to any other right or remedy NOVALED may have under the Agreement or at law.

7.4. If, as a result of random sampling, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, NOVALED may reject and return the entire shipment or lot without further inspection or, at its option, perform complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection or accept it at a reduced price.

## 8. Prices, Payment

8.1. Unless otherwise agreed upon, title to the Goods shall pass to NOVALED at the time risk is transferred to NOVALED pursuant to the applicable Incoterm.

8.2. All prices quoted in the Agreement shall be fixed prices and include all parts of Goods and services. Statutory taxes on the prices shall be specified as to their type and amount and shown separately.

8.3. At the time of delivery or performance of service, but ultimately within two months from delivery, Supplier shall issue a separate invoice to NOVALED's Finance Department meeting all applicable legal and fiscal requirements and which shall contain: (a) full company name and full company address of NOVALED, (b) the NOVALED Purchase Order number, and (c) all information that allows NOVALED to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform NOVALED whether NOVALED is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

8.4. Any license fees shall be included in the price.

8.5. Subject to the acceptance of the Goods without reservation by NOVALED, payment shall be made within sixty (60) days from the end of the month of the receipt of the correct invoice in accordance with Section 8.3 in the proper form. In case of payment within thirty (30) days from receipt of the invoice, NOVALED shall be entitled to deduct a 2% discount from the invoice amount.

8.6. If Supplier fails to fulfil any of its obligations under the Agreement, NOVALED may suspend payment to Supplier upon notice to Supplier.

8.7. NOVALED shall not be obligated to perform in person but may also be allowed to perform through a third party determined by NOVALED.

# General Conditions of Purchase

Version: March 25th, 2019

## 9. Warranty

9.1. Supplier represents and warrants to NOVALED that: **(a)** all Goods are suitable for the accepted usage and shall be new, merchantable, of good quality and free from all defects in design, material, construction and workmanship; **(b)** all Goods strictly comply with the specifications, approved samples and all other requirements under the Agreement; **(c)** all required licenses in relation to the Goods are and shall remain valid and in place, that the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer and the right to grant sub-licenses; **(d)** all Goods shall be free from any and all third-party liens and encumbrances; all Goods are designed, manufactured and delivered, and all services have been provided in compliance with all applicable laws and regulations; **(e)** all its packaging, components and the Goods themselves comply with the REACH EU regulation and its annexes and with EU import regulations but not limited to CLP regulations. Supplier shall furnish to NOVALED any information required to enable NOVALED to comply with such laws, rules, and regulations in its use of the Goods and services; **(f)** the Goods will be accompanied by written and detailed specifications of the composition and characteristics of the Goods, to enable NOVALED to transport, store, process, use and dispose of such Goods safely and in compliance with law; **(g)** all Goods do not violate or infringe any third party domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights.

9.2. These warranties are not exhaustive and shall not be deemed to exclude any other claims which NOVALED may be entitled to, but shall be in addition. Delivery, inspection, acceptance, payment or resale of all or any part of the Goods or services shall not affect these warranties, which shall extend to NOVALED and its customers, and shall not be deemed to be a waiver of NOVALED's warranty claims and other rights.

9.3. The warranty period for warranties set forth in Section 9.1 and 9.2 is at least twelve (12) months from the date of delivery as per Section 4.2., or such other period as agreed in the Agreement (the "Warranty Period").

9.4. Goods repaired or replaced within the Warranty Period are warranted for the remainder of the original Warranty Period of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

## 10. Liability for defects

10.1. If any Goods are defective or otherwise do not conform to the warranties and any other requirements of the Agreement, NOVALED may, without prejudice to any other right or remedy available to it under the Agreement or at law: a) demand Supplier to - at NOVALED's discretion - either promptly repair or replace the nonconforming Goods free of charge; and b) reduce the agreed price or rescind the Agreement in whole or in part or claim damages instead of performance if repair or replacement is still not or not successfully effected after expiry of a reasonable period of grace set by NOVALED; however, rescinding the Agreement does not disentitle NOVALED to claim damages instead of performance in addition; or c) in urgent cases where Supplier, due to reasons for which he is responsible, cannot be informed in time and requested to repair or replace within a period of grace, NOVALED may itself repair or replace the nonconforming Goods at the Supplier's cost.

10.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse NOVALED in respect of all costs and expenses (including, without limitation, inspection, disassembling, installation, handling and storage costs) incurred by NOVALED in connection therewith. NOVALED shall also be entitled to claim reimbursement of costs incurred by NOVALED in relation to the inspection if the above-average occurrence of faults compels NOVALED to conduct incoming inspections over and above the usual level of random sample inspections. In the event of defects which are not discovered until the Goods are machined or processed by NOVALED or used, NOVALED shall be entitled to claim reimbursement of any costs incurred to no avail.

10.3. Risk in relation to the defective or nonconforming Goods shall pass to Supplier upon the date of notification thereof.

## 11. Ownership and Intellectual Property

11.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for NOVALED for use in the performance of the Agreement, shall be and remain the sole exclusive property of NOVALED. All machinery, tools, drawings, specifications, raw materials, deliverables and any other property or materials paid for by NOVALED shall at the time of manufacture become the sole exclusive property of NOVALED. Any processing by the Supplier shall take place on behalf of NOVALED, and if Supplier acquires co-ownership by combining or mixing the goods, it hereby assigns that portion to NOVALED. NOVALED shall accept such assignment. The transfer of possession shall be replaced by Supplier safekeeping the items for NOVALED free of charge. NOVALED's property shall not be furnished to any third party without NOVALED's prior written consent, and all information with respect thereto shall be confidential and proprietary information of NOVALED. Any and all of the foregoing shall be used solely for the purpose of fulfilling orders from NOVALED, shall be marked as owned by NOVALED, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced upon NOVALED's prior consent by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by NOVALED, and shall be returned promptly upon NOVALED's first request. Items in replacement for NOVALED's property shall become the sole exclusive property of NOVALED. Transfer of possession shall be replaced by Supplier safekeeping the items for NOVALED free of charge. If the Supplier places an order with a sub-supplier for the manufacture of tools, machinery or models for the execution of this Agreement, and NOVALED pays for the tools, machinery or models, then the Supplier shall assign to NOVALED his claim against the sub-supplier for transfer of ownership in such tools, machinery or models. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

11.2. NOVALED shall retain all rights in any samples, data, works, materials and intellectual and other property provided by or for NOVALED to Supplier.

11.3. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or services, alone or in any combination, without NOVALED's prior written approval. Also, Supplier shall not publicly make any reference to NOVALED, whether in press releases, advertisements, sales literature or otherwise.

11.4. Supplier shall provide without additional charge to NOVALED any documentation required to install, use and maintain the Goods/services (including any software incorporated therein), containing a level of detail and quality of information such that a person reasonably qualified for the position for which the document was written (e.g. user, developer, maintenance technician, operator, process engineer, and others) will be able to perform his or her assigned tasks by solely reading and/or referring to the documentation. Supplier shall grant to NOVALED without additional charge the right to reproduce all or part of the documentation for internal use by NOVALED and its consultants, contractors, and business partners.

## 12. Intellectual Property Indemnification

12.1. Supplier shall indemnify and hold harmless NOVALED in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or services alone or in any combination or their use infringes any third-party intellectual property right, or, if so directed by NOVALED, shall defend any such claim at Supplier's own expense.

12.2. NOVALED shall give Supplier prompt written notice of any such claim. Supplier shall provide all assistance in connection with any such claim as NOVALED may reasonably require. Any delay in notice shall not relieve Supplier of its obligations under Section 12, except to the extent it is prejudiced by such delay.

12.3. If any Goods or services, alone or in any combination, supplied or performed under this Agreement are held to infringe third-party property rights and if their use is enjoined, Supplier shall, as directed by NOVALED, but at its own expense: either (a) procure for NOVALED or customers the right to continue using the Goods or services alone or in any combination; or (b) replace or modify the Goods or services alone or in any combination with a functional, non-infringing equivalent.

12.4. If Supplier is unable either to procure for NOVALED the right to continue to use the Goods or services alone or in any combination or to replace or modify the Goods or services alone or in any combination in accordance with the above, NOVALED may terminate the Agreement and upon such termination, Supplier shall reimburse to NOVALED the price paid, without prejudice to Supplier's obligation to indemnify and hold harmless NOVALED.

## 13. Compliance with Laws

Supplier shall at all times comply with all relevant laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labour, equal opportunity and environmental compliance laws, rules, regulations, and ordinances.

NOVALED is paying attention to ethical standards' compliance during shaping the development of trade relations, in particular the respect of the principles of equitable treatment and the rejection of any inhuman working relationships and conditions such as child labor, discrimination on the basis of personal characteristics or beliefs, the use of forced labor, corporal punishment or corporal or mental coercion, and ensuring safe and health-friendly as possible working conditions. Supplier agrees to comply with these standards strictly, in its own environment as well as for its subcontractors, as a prerequisite for any business or trade relationship. If Supplier breaches to comply with these standards NOVALED shall be entitled to terminate or cancel the Agreement in whole or in part as well as the whole relationship to Supplier.

## 14. Export Controls Compliance

14.1. Supplier warrants that it will comply with all applicable international and national export control laws and regulations and that it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union, the United States of America, Korea, China or Japan or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

14.2. Supplier agrees to inform NOVALED in writing whether or not the supplied information, goods, software and/or technology are goods of which the export is restricted or prohibited under the export control laws of the US or its own country, and if so, Supplier will inform NOVALED about the extent of the restrictions and prohibitions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

14.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide NOVALED with all information required to enable NOVALED and its customers to comply with such laws and regulations.

14.4. Supplier agrees to indemnify and hold NOVALED harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which NOVALED may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify NOVALED promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect NOVALED.

## 15. Customs Compliance

15.1. Supplier shall provide NOVALED with every shipment with a supplier declaration of origin/certificates of origin in relation to the Goods sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt, and (b) any applicable export licensing regulation, including those of the European Union, the United States, Korea, China or Japan. In particular, the declaration should explicitly mention whether the Goods, or parts thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

# General Conditions of Purchase

Version: March 25th, 2019

15.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential certificate of origin/invoice declaration) to confirm the preferential status of origin.

15.3. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow NOVALED to be the importer of record. If NOVALED is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon NOVALED request, provide NOVALED with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to NOVALED.

15.4 Section 14.4 above shall apply mutatis mutandis with respect to Supplier's failure to comply with the stipulations in this Section 15.

## 16. Limitation of Liability

NOVALED SHALL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH INCLUDE WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF IMAGE OR LOST DATA, EVEN IF NOVALED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES and in no event shall NOVALED be liable to Supplier for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by NOVALED. These limitations of liability do not apply in cases of injury to life, body or health, if liability arises from gross negligence, intent or fraud, or for any liability that cannot by law be excluded or limited.

## 17. Force Majeure

Force majeure is every extraordinary event that had been unforeseeable at the time of conclusion of the Agreement and cannot be averted even if due care is taken, e.g. natural phenomena, wars etc. This shall also apply if these extraordinary events affect sub-suppliers. The contractual rights and obligations shall be suspended for the duration of the force majeure. The affected party shall inform the other party immediately about occurrence and cause of the delay and later about its termination. The respective other party shall be entitled to terminate the Agreement by written notice if the circumstance constituting force majeure endures continuously for more than thirty (30) days. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, breach of contract by third parties contracted by Supplier, or financial problems of Supplier.

## 18. Suspension and Termination

18.1. Without prejudice to any other right or remedy available to NOVALED under the Agreement or at law, NOVALED, without any liability, shall be entitled at its discretion to suspend performance of its obligations in whole or in part by means of written notice to Supplier or to terminate or cancel the Agreement in whole or in part by means of written notice to Supplier in the event that: (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors; (b) Supplier becomes the subject of a petition in bankruptcy, liquidation, assignment for the benefit of creditors or similar proceeding; (c) Supplier ceases or threatens to cease to carry on business in the ordinary course; (d) Supplier breaches any of its obligations under the Agreement; or (e) Supplier fails to provide adequate assurance of performance following a corrective action request by NOVALED due to performance/quality complaints. 18.2. NOVALED shall not be liable to Supplier by virtue of such termination.

## 19. Confidentiality

19.1. Supplier shall treat all information, property and material provided by or on behalf of NOVALED under the Agreement as confidential. This shall also apply to all information generated by Supplier for NOVALED. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect NOVALED's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of NOVALED and Supplier shall, upon NOVALED's demand, promptly return to NOVALED all such information and shall not retain any copy thereof.

19.2. The existence and the contents of the Agreement shall be treated as confidential by Supplier.

## 20. Miscellaneous

20.1. Supplier will maintain comprehensive or commercial general liability insurance (including without limitation products liability, property damage and personal injury liability) with, unless otherwise agreed, a minimum limit of five (5) million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform NOVALED of any cancellation, rescission or reduction in coverage with a minimum of thirty (30) days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to NOVALED upon NOVALED's request.

20.2. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of NOVALED. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement.

20.3. Supplier assures, with respect to employees working in the Federal Republic of Germany, by means of an independent warranty to strictly comply with the provisions of the law on a general minimum wage (Mindestlohngesetz - MiLoG) and that he, his subcontractors and assigned temporary work employers fulfill their obligations under this law, including without limitation to pay the minimum wage. In case of breach of this warranty, Purchaser shall be entitled to withdraw the Contract from Supplier with immediate effect or to terminate the Contract with the Supplier without notice. In case of withdrawal or termination of Contract, Supplier shall compensate Purchaser for all damage resulting directly and indirectly thereof and compensate all economic losses. The same shall apply if Purchaser is held liable for payment by third parties, in particular by employees of the Supplier, its subcontractors or assigned temporary work employers, in accordance with Section 13 MiLoG, Section 14 AEntG.

Upon Purchaser request, Supplier shall be obligated to provide Purchaser with supporting documents on payment of the minimum wage by Supplier, its subcontractors and assigned temporary work employers (e.g. records on hours worked and wages paid) and to grant Purchaser access to the (anonymised) payrolls. Supplier shall impose those obligations also to its subcontractors and assigned temporary work employers.

20.4. The rights and remedies reserved to NOVALED are cumulative and are in addition to any other or future rights and remedies available to NOVALED under the Agreement, at law or in equity.

20.5. Supplier shall provide NOVALED with written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum NOVALED material or part numbers, substitutions, and last order and shipment dates.

20.6. Neither the failure nor the delay of NOVALED to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of NOVALED to enforce each and every provision of the Agreement. Any amendments and additions to this Agreement must be made in writing to be legally effective. The respective documents must contain a reference to this Agreement and be signed by both Contracting Parties.

20.7. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

20.8. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty (Clause 9), Intellectual Property (Clauses 11 and 12), Confidentiality (Clause 19), shall survive.

20.9. This Agreement shall be governed by the laws of the Federal Republic of Germany and interpreted accordingly.

20.10. Any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of Arbitration. The Parties agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in Berlin, Germany, or, at the option of NOVALED, at the principal place of business of the Supplier's entity having received the order; (iv) the language to be used in the arbitration proceedings shall be German; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Clause 21.9. If one of the Parties seeks temporary legal protection, it may also appeal to the ordinary court competent for the Respondent/Defendant.