

General Terms and Conditions of Sale
DaVinci Services s.à.r.l.
Duarrefstrooss 32, L-9990 Weiswampach, Luxembourg

- 1.1. General, Scope
- 1.2. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") shall apply to any and all offers, orders, order confirmations, deliveries, declarations of acceptance and Agreements made by DaVinci Services s.à.r.l. (hereinafter referred to as "Seller") regarding the delivery and shipment of products, including any other ancillary services (hereinafter referred to as "Delivery" or "Deliveries") in relationships with entrepreneurs within the meaning of sec. L. 010 -1 para. (2) of the Consumer Code of the state of Luxembourg, excluding any natural person who is acting for purposes which are outside their trade, business, craft or profession; (hereinafter referred to as "Purchaser").
- 1.3. Within an ongoing business relationship, these GTC shall also apply to any and all future Agreements regarding Deliveries entered into with Purchaser.
- 1.4. These GTC shall apply to the exclusion of all other general or special terms and conditions of the contractual partners, including those of the Purchaser. Deviating, contradicting or supplementary general terms and conditions of the Purchaser shall not become an integral part of the business relationship between Seller and Purchaser unless expressly approved by Seller in writing. This approval requirement shall apply in any case, for example even if Seller unconditionally performs a service despite its knowledge of Purchaser's general terms and conditions.
- 1.5. Agreement, Prices
- 1.6. The offers made by Seller are non-binding, unless acceptance by the Seller either by acknowledgement or commencement of performance
- 1.7. Seller may accept orders made by Purchaser within two weeks after the order was issued unless Purchaser determines an extended term of acceptance. Seller is not obligated to accept orders made by Purchaser.
- 1.8. Any formation of an Agreement requires a written contractual declaration of Seller. However, Seller may accept any order made by Purchaser also by executing the Delivery. Oral agreements made prior to a formation of a Agreement shall only be binding if Seller confirms them in writing.
- 1.9. All prices are in Euro and calculated net plus statutory value added tax, if applicable, and exclusive of any and all other taxes, tariffs, contributions and insurances. Purchaser shall bear any and all taxes, tariffs, and contributions in connection with the Delivery or shall reimburse them to Seller.
- 1.10. The Seller expressly reserves the right to unilaterally change the price and conditions of its goods and services for work carried out by it or one of its subcontractors if, between the order and the delivery of goods or the provision of services, one or more objective factors determining the price change due to foreseeable or unforeseeable circumstances, including but not limited to the prices of:
 - raw materials, goods, including their transport costs;
 - wage costs, social security contributions;
 - pre-suppliers or subcontractor services;
 - energy, including transport and distribution costs of grid operators;
 - taxes and duties imposed by regional, national, local, foreign authorities.
- 1.11. Accordingly, the Buyer acknowledges that the prices quoted cannot be guaranteed for the entire duration of the Agreement. The Company shall be entitled to pass on any price increases in the above items in the same manner as any price reductions. The Seller shall notify the Buyer in writing of the new price at least fifteen (15) days before it takes effect.

- 1.12. If the Buyer wishes to object to such a price adjustment and the final price becomes excessive in comparison with that which he could have expected at the time of the conclusion of the Agreement (which can only be the case if the adjustment exceeds 30%), he has the right to terminate the Agreement in writing with immediate effect. Orders already placed under this Agreement will be executed in accordance with the Agreement and subject to the GTC. If the seller does not receive notice of termination of the Agreement no later than the time at which the new price takes effect, the Buyer shall be deemed to have accepted the new price.
- 1.13. Obligations of Purchaser
 - 1.1. Upon Delivery of the goods and provision of services, all incorrect quantities in delivered parts or damage to the packaging or the goods must be reported immediately to the carrier, either verbally to the carrier during delivery, provided he is still on site when unpacking, and countersigned on the delivery note, or, if the carrier is no longer on site, by fax/e-mail/registered letter to the carrier and the seller no later than the first (1st) working day after delivery; otherwise, the Delivery shall be deemed to have been accepted without reservation, and warranty and compensation claims shall be waived.
 - 1.2. Upon delivery of the goods and provision of services, the Purchaser must carry out a normal inspection of the conformity of the goods or services in such a way that all obvious defects and damage are discovered and notify the Seller thereof in writing at the latest within three (3) working days after delivery or assembly (warranty of conformity); the Delivery shall be deemed to have been accepted without reservation, and warranty and compensation claims shall be waived. It is agreed between Parties, that Purchaser may not refuse acceptance of Delivery because of minor defects, which shall be deemed approved in advance.
 - 1.3. Hidden defects (warranty for hidden defects) in the delivered goods must be notified to the seller in writing as soon as possible, but no later than within ten (10) working days after the date of discovery of the hidden defect; the Delivery shall be deemed to have been accepted without reservation, and warranty and compensation claims shall be waived.
 - 1.4. In any case, as soon as the Buyer or a third party processes or uses the goods, the goods shall be deemed to have been approved.
 - 1.5. Defects in services rendered must be notified to the seller in writing as soon as possible, at the latest within ten (10) working days after the end of the services. Should it be found that Seller is responsible for such errors, it shall take all measures to remedy them as soon as possible.
 - 1.6. In addition, should Purchaser be in default with the acceptance of the Delivery, Seller shall be entitled to rescind the Agreement after having granted an appropriate grace period. Should Purchaser be at fault for the default of acceptance, Seller shall be entitled to claim liquidated damages for damage caused by Purchaser's default of acceptance (also after Seller's rescission) in the amount of 10% of the agreed net order value of the part of the Delivery that has not been accepted. Any further claims for damages and other rights shall remain unaffected.
 - 1.7. Seller does not assume design responsibility, nor does he warrant the goods to be suitable for the general or specific purposes intended by Purchaser. It is Purchaser's responsibility to examine the Delivery with respect to its suitability for the objectives pursued by him. This shall also apply if the Delivery is generally recommended for a particular purpose; in this case Purchaser is also held to examine the Delivery with respect to its suitability for the specific objectives pursued by him. Seller shall not be liable, irrespective of the legal basis, to the extent that damage is caused by an infringement of the aforementioned obligation of Purchaser to examine the Delivery.
 - 1.8. Purchaser undertakes to comply with all eventual property rights of third parties, such as patents or utility patents, as well as any statutory provisions in the course of the processing of the Delivery.
 - 1.9. Payment, Remedies
 - 1.10. Unless otherwise agreed upon, the Party ordering a good or a service is responsible for payment, regardless of whether it is the recipient of the Delivery or of the service or merely an agent or

intermediary. In any event, that party is jointly and severally liable for payment with the third party in whose name the invoice was issued at its request.

- 1.11. Unless otherwise agreed upon, all payments shall be made within fourteen (14) days of the date of invoice. If Purchaser is in default with payment, Purchaser is obliged to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then the Purchaser agrees to pay the highest rate allowed by law. In addition, Purchaser agrees to pay all costs of collection, including costs of reminders, litigation and reasonable attorney's fees pursuant to the amended Act of 18 April 2004 on Payment Periods and Default Interest.
- 1.12. In addition to the interest, in the event of default, the Seller is entitled to cancel extrajudicially and without prior notice all deviating and additionally agreed conditions in favor of the Purchaser regarding discounts and payment terms, regardless of whether they were agreed for a specific order or for all orders.
- 1.13. Purchaser may only assert a right of retention if his counterclaim against Seller has been established by a final and non-appealable decision or is undisputed. Purchaser may only assert a set off right if his counterclaim against Seller is owed in the same currency and has been established by a final and non-appealable decision or is undisputed.
- 1.14. In the event Purchaser fails to pay any sum when due, fails to accept any Delivery of conforming goods, returns product without advance authorization of Seller, or otherwise fails to abide by these GTC, in addition to any other remedies allowed by law, Seller may suspend Deliveries while Purchaser is in breach, or cancel all further Deliveries, and Purchaser shall remain liable for, as damages, the difference between the stated price of this sale and the market price at the time of Delivery. Market price shall be the average selling price obtained by Seller for products of like kind and quality for sales at or about the time of scheduled delivery.
- 1.15. Seller may request from Purchaser to provide security prior to Delivery at any time, notably, if, after the formation of the Agreement, a significant deterioration of Purchaser's solvency or creditworthiness becomes apparent which jeopardizes a claim of Seller, in particular in case of a suspension of payments, a petition to open insolvency proceedings against Purchaser's assets. If Purchaser refuses to provide security within a reasonable period granted to him, Seller may entirely or partially rescind the Agreement. Any other rights of Seller remain unaffected.
- 1.16. Delivery, Transfer of Risk, Force Majeure
- 1.17. Unless otherwise agreed upon, all Deliveries shall be EXW (Weiswampach, Luxembourg) Incoterms 2020.
- 1.18. Seller shall be entitled to partial shipments to the extent that this is reasonably acceptable to Purchaser.
- 1.19. The agreed delivery time, if any, shall begin on the date of the order confirmation but not before the supply of the documents, authorizations, or approvals to be furnished by Purchaser and the fulfillment of any payment duties of Purchaser.
- 1.20. Seller's duty to deliver shall be subject to his own complete self-supply by his sub suppliers in due time. Seller's duty to deliver shall also be subject to availability.
- 1.21. Should Seller be at fault for a delay, Purchaser's claim for damages due to the delay of Seller shall be limited to 0.5% of the net value of the order regarding the delayed part of the Delivery, but the total amount shall not exceed 5% of such net value. This limitation shall not apply in case of intent or gross negligence.
- 1.22. If Seller exceeds a delivery date, Purchaser shall be entitled to set Seller a grace period of at least two weeks including a warning of refusal. Should Seller fail to fulfill his delivery obligation within the grace period, Purchaser shall have the right to rescind the Agreement provided that Seller is at fault for the exceeding of the delivery date. The rescission of the Agreement must be declared in writing at the

latest within two weeks following the expiration of the granted grace period. Following the expiration of the aforementioned period for the rescission, Purchaser shall only be entitled to rescind the Agreement after the expiration of an additional, adequate grace period granted by him provided that Seller is at fault for the exceeding of the delivery date.

- 1.23. Unless otherwise agreed upon, the risk shall be transferred to Purchaser when the Delivery leaves Seller's facility, but at the latest upon handing over to the carrier. Furthermore, the risk shall be transferred to Purchaser in the moment when the dispatch or the Delivery is delayed due to reasons Purchaser is at fault for or if the Purchaser is in default of acceptance.
- 1.24. Purchaser shall bear the risk during the return transport of the Delivery regardless of whether the Delivery is returned in connection with the cure of a defect, following a rescission, if the Delivery is being taken back out of goodwill or out of any other reasons.
- 1.25. Any events of force majeure entitle Seller to postpone the Delivery by the duration of the hindrance effected by the force majeure event as well as an adequate starting time. Any and all unavoidable events for which Seller is not at fault shall be equal to force majeure events; such events equal to force majeure events are, in particular, acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, lockouts, labor difficulties, pandemics, significant business disruptions (such as fire, machinery breakage, lack of raw materials or energy), measures in terms of monetary policy, trade policy and other sovereign measures, late delivery by suppliers or other difficulties of Seller as may occur in spite of Seller's best efforts, as well as obstruction of routes unless they are, in each case, only of a short-term duration, which significantly impede the Delivery or make it impossible.
- 1.26. Seller must inform Purchaser about any events of force majeure and any equated events. Should the obstruction take longer than three months, both parties shall be entitled to rescind the Agreement. If partial delivery has already been made, Purchaser shall only be entitled to rescind the Agreement under the aforementioned conditions with respect to such part of the Delivery that has not been executed. On the grounds of an unexecuted part of the Delivery Purchaser may not refuse the payment of a partial Delivery which has already been executed. In the event of production difficulties or product shortages, Seller may allocate sales and deliveries at its sole discretion.
- 1.27. Product Returns
- 1.28. No products may be returned by Purchaser for any reason without prior approval of Seller.
- 1.29. The Buyer is obliged to arrange for the temporary storage of the goods subject to complaint and to return the goods to Seller at its own expense. All returns shall be in original packaging or equivalent.
- 1.30. In the event that material is shipped in violation of this provision, Seller, in addition to all other rights, reserves the right to reject or return all or part of such goods at Purchaser's sole costs.
- 1.31. Critical Components
- 1.32. Seller's products are not authorized for use as critical components in life support devices or systems without the express written approval of Seller. Life support devices or systems are those which are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to Purchaser. Critical components are those whose failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness.
- 1.33. IP Rights
- 1.34. The design, development or manufacture by Seller of a product for Purchaser shall not be deemed to produce a work made for hire and shall not give Purchaser any copyright interest in the product or any interest in all or any portion of the mask works relating to such product. Any intellectual property rights whether existing prior or arising within the performance of the Delivery shall remain and vest to the Seller. No license, express or implied, with regard to any trademark of Seller or its affiliated companies is granted to Purchaser under these GTC. Sale of products or any part thereof does not

convey to Purchaser any license, express or by implication, estoppel or otherwise, under any patent or patent claim with respect to which Seller can grant licenses covering completed equipment, or any assembly, circuit, combination, method or process in which any such products are used as components (notwithstanding the fact that such products may have been designed for use in or may only be useful in such patented equipment, assembly, circuit, combination, method or process, and that such products may have been purchased and sold for such use.). Seller expressly reserves all rights under such patent or patent claim.

- 1.35. Warranty Claims of Purchaser
- 1.36. The warranty period shall be 12 months from acceptance at the place of Delivery, unless the application of the regular statutory provisions would – in the particular case – result in a shorter warranty period.
- 1.37. Under no circumstances shall the warranty cover problems which have arisen wholly or in part from the following reasons: normal wear and tear, improper handling, use by the customer contrary to the instructions of the Seller, or manufacturer's instructions (incorrect use or use for a purpose for which it is not, intended purpose), irrational use by the Purchaser, vandalism, weather or other climatic causes, repairs or work carried out by the Purchaser or third, has/have attempted to carry out on the goods supplied, defects, defects that are due to a cause unrelated to the Seller's performance, defects that were visible at the time of acceptance and were not the subject of comments in the of the acceptance and were not the subject of comments in the minutes of this acceptance, defects which are defects due to a lack of maintenance. In the event of improper assembly or modification of the goods or their components, all warranty and damage claims in connection with the affected parts shall generally be void.
- 1.38. If the defect exists upon transfer, it shall be remedied, at Sellers own discretion, by free replacement or repair of the goods subject to complaint. In the event of defects occurring, the Buyer is immediately obliged to permit improvement of the goods subject to complaint and must set a reasonable grace period for this in writing. Only if Seller fails to carry out this improvement within the reasonable grace period can the Buyer demand a reasonable price reduction or to rescind the Agreement, in each case in accordance with the statutory prerequisites. Purchaser's claims for damages or for compensation of expenses shall be governed by Section 10. A reasonable grace period begins only when the Buyer has entirely fulfilled its payment obligations.
- 1.39. As a result of the improvement, the initial warranty period set under clause 9.1. shall never be extended. The warranty period on the replaced parts is 6 months as of replacement.
- 1.40. Warranty expires if the goods are modified by third parties or through installation of parts of foreign origin, if installation and treatment rules are not followed or if the goods are not used in accordance with their intended purpose.
- 1.41. It does not constitute a defect if property rights of third parties, such as patents or utility patents, have been infringed, to the extent that the infringement of the property right was caused by an application which was not foreseeable for Seller, or by a modification of the Delivery carried out by Purchaser or by an application of them together with products which were not delivered by Seller.
- 1.42. The Purchaser shall hold Seller, its subsidiaries, agents, customers and users in any case harmless from any and all loss, damages or liability (including legal expense) for or on account of or resulting from any claim of infringement of any existing Patents or Trademarks or the like with respect to any such item or good, furnished under these GTC. The fact that Seller may furnish specifications to Purchaser with respect to any such item or good, shall neither relieve the Purchaser from its obligations hereunder nor limit the Purchaser's liability therefore, nor shall the same be deemed to constitute an undertaking by Seller to hold Purchaser harmless against any such claim which arises out of compliance with the specifications.
- 1.43. In the event of an unjustified claim for cure, Purchaser shall be obligated to pay Seller any damages caused by Purchaser's unjustified claim for cure, if Purchaser was aware of the fact that his claim for cure was unjustified or if he was not aware of it out of negligence.

1.44. Limitation of Liability

1.45. Subject to clause 10.3, the Seller shall be liable to the Buyer in Agreement (including tort), tort (including negligence), statute or otherwise under or in connection with this Agreement, the supply of Goods or the performance of the Services only for foreseeable direct loss but not for indirect or consequential loss, such as loss of profits, loss of goodwill, loss of business opportunities and anticipated savings, interruption of the Buyer's business, loss of customers, etc.

1.46. Subject to clause 10.3, in all cases where the Seller is liable for damages, the Seller's total liability to the Buyer, whether in Agreement, tort (including negligence), under statute or otherwise under or in connection with this Agreement for the supply of the Goods or the provision of the Services shall never exceed the greater of either the value of the Supplies or Services which caused the damage or the value of the financial interest of the Seller's professional indemnity insurance to the extent that it covers the transaction.

1.47. The exclusions in Article 10.1 and the limitations of liability in Article 10.2 do not apply in respect of:

- (a) any liability for death or personal injury by a party or its personnel;
- (b) any liability for fraud or fraudulent misrepresentation by a party;
- (c) any liability arising out of the gross negligence or wilful default of a party or its personnel;
- (d) fines, damages and costs imposed on a party by a court or other governmental body for a breach of law or regulation;
- (e) in case of liability pursuant to statutory provisions of the Product Liability Act of Luxembourg.

1.48. The Buyer declares that the Seller shall not be held liable for any cause of liability or defect, whether apparent or latent, arising solely from any fault, error or omission of the Buyer, its personnel, agents, representatives or any third party engaged by it.

1.49. The Buyer shall take all necessary steps to safeguard and protect against any damage arising from any defect but shall not repair the defect itself without the prior written consent of the Seller, pursuant to clause 9 of these GTC.

1.50. The Buyer shall indemnify the Seller and hold the Seller harmless against any third-party claim made against the Seller in connection with its intervention, irrespective of the basis of the claim, once the amount imposed on the Seller as a result of such claim exceeds the limit of liability set out in clause 10.2.

1.51. To the extent that the liability of the Seller is excluded or limited, this shall also apply to the benefit of any statutory representatives, employees, sub-suppliers and auxiliary agents of the Seller in case the Purchaser asserts claims directly against them.

1.52. The Buyer acknowledges that the provisions of clause 10 constitute an essential and decisive condition of these GTC and the Agreement, without which the Agreement would not have been concluded by the Seller.

1.53. Retention of Title

1.54. All delivered goods remain the property of Seller until full payment of the price and the ancillary costs caused by the default in payment, even if they have been processed by the Purchaser or by professionals the Purchaser commissioned. In case of breach of Agreement by Purchaser including,

without limitation, default in payment, Seller is entitled to take possession of the products. This does not constitute a withdrawal from the Agreement but is only done as a precaution.

- 1.55. In the event of unlawful resale, the purchase price claim against the third party that replaces the reserved property is deemed to have been assigned to Seller and the purchase price paid to the Purchaser is deemed to be an asset entrusted by the Purchaser or the Purchaser must inform the debtor of the assignment without delay.
- 1.56. As long as the purchase price has not been completely paid, any pledging or transfer by way of security or resale of the goods subject to retention of title is prohibited for the Purchaser and invalid without Seller's express written consent.
- 1.57. Purchaser shall handle the products with due care, maintain suitable insurance for the products, at its own expense and for an appropriate amount, and, to the extent necessary, service and maintain the products. Purchaser is liable to Seller for loss of or damage to same.
- 1.58. Purchaser must inform Seller immediately of any seizure, opening of insolvency proceedings or other legally relevant events that could affect Seller's rights and shall indemnify and hold Seller harmless. If a bailiff wishes to seize the delivered goods, the bailiff must be informed of Seller's property rights, stating the company's name and address. Furthermore, the Buyer is obliged to keep the delivered goods in good order for the duration of the retention of title.
- 1.59. In the event of the institution of insolvency proceedings or of payment arrears despite reminders and a grace period, Seller is entitled to collect the goods subject to retention of title and the Purchaser waives any objections to this, in particular any claims for interference with possession.
- 1.60. In case any applicable law does not acknowledge a retention of title, Purchaser shall cooperate in order to establish a comparable security right for Seller's claims and support Seller in order to establish such comparable security right. In case any applicable law provides for additional requirements for a retention of title, such as without limitation registration requirements, Purchaser shall cooperate in order to fulfill such requirements and support Seller in order to fulfill such requirements.
- 1.61. Seller is obligated to release security interest upon request by Purchaser, to the extent that the realizable value of the securities granted to Seller exceeds the relevant total claim of Seller to be secured by 10 %.
- 1.62. Foreign Trade and Customs Requirements, Export Control Regulations
- 1.63. The Purchaser is aware that products might be classified as dual use products or products related to war materials and thus might be subject to export control regulations.
- 1.64. Seller's obligation to fulfil a purchase order of Purchaser shall be subject to the condition that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions. Any suspension, rejection or non-delivery of required approvals and foreign official authorizations shall be considered as a Force Majeure event. Seller shall in no case be liable for any consequences and damages suffered by the Purchaser arising out of the Seller's impossibility to deliver the products accordingly.
- 1.65. If the Purchaser re-sells the products in whole or in part to a third party, the Purchaser shall comply with all applicable national and international export control regulations.
- 1.66. The Purchaser shall indemnify and hold harmless the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Purchaser, and the Purchaser shall compensate the Seller for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

- 1.67. Protection of Personal Data
- 1.68. When processing personal data under or in connection with the Convention, the Parties shall:
- 1.69. comply with its obligations under the Data Protection Legislation;
- 1.70. not to do or permit to be done anything, by act or omission, which may give rise to liability of the other party under the Data Protection Legislation;
- 1.71. in accordance with Articles 32 to 35 of the General Data Protection Regulation, take all precautions in accordance with custom and the state of the art within the framework of their duties to protect the confidentiality of the information to which they have access, and in particular to prevent it from being communicated to persons not expressly authorized to receive such information;
- 1.72. not to use the data it can access for purposes other than those intended;
- 1.73. to disclose such data only to persons duly authorized, by virtue of their functions, to receive such data, whether they are private, public, natural or legal persons;
- 1.74. take all measures in accordance with customary practice and the state of the art in order to prevent the misuse or fraudulent use of such data;
- 1.75. to take all precautions in accordance with custom and the state of the art to preserve the physical and logical security of this data;
- 1.76. ensure that only secure means of communication are used to transfer such data;
- 1.77. acting as a subcontractor, comply with the obligations set out in Article 28 of the GDPR;
- 1.78. in the event of a data breach, even if suspected, immediately inform the other Party and take all precautions in accordance with custom and the state of the art in order to limit the impact;
- 1.79. provide reasonable assistance, information and cooperation when requested by the other Party in relation to data protection matters, including any matter which is necessary to ensure continued compliance with data protection legislation;
- 1.80. provide assistance with any claim and/or exercise or purported exercise of rights by a data subject under data protection legislation or any investigation or enforcement activity by the Data Protection Authority / "CNPD") or any other regulator, which relates to or is connected with the processing of personal data by the other party under or in relation to this Agreement; and
- 1.81. provide assistance in the event of any breach of security of personal data, including any loss, destruction, damage or compromise of such data.
- 1.82. Final Provisions
- 1.83. *Applicable law.* This Agreement shall be governed by the laws of Luxembourg, excluding the conflict of law provisions of private international law and the United Nations Convention on the International Sale of Goods (CISG).
- 1.84. *Place of performance, jurisdiction.* Place of performance for any and all obligations of Seller and Purchaser arising out of the Agreement, including Seller's obligation to cure a defect shall be Weiswampach, Luxembourg. Any dispute arising from or relating to the Agreement, in particular concerning its formation, existence, validity, effects, interpretation, performance, resolution or termination, shall be subject to the jurisdiction of the courts of Luxembourg, District Court of DIEKIRCH, Courthouse - Place Guillaume-L-9237 Diekirch, notwithstanding multiple defendants or the introduction of third parties.
- 1.85. *Authentic text.* The English text of this Agreement is the only authentic text.

- 1.86. *Headings.* The headings given sections of these GTC are solely for convenience or reference and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of these GTC.
- 1.87. *Entire agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, superseding any previous discussions, talks, documents or agreements.
- 1.88. *Written form.* Any change, modification or addition to this Agreement must be made exclusively in writing, with reference to this Agreement and signed by both Parties or their fully authorized representatives. To the extent that these GTC require written form, text form (letter, fax, email, etc.) shall be sufficient for the written form requirement.
- 1.89. *No Agency Agreement.* These GTC do not constitute and shall not be construed as constituting an agency, partnership or joint venture relationship between the parties.
- 1.90. *No Assignment.* Purchaser may not assign its right or obligations under a Agreement with Seller without the express prior written consent of Seller.
- 1.91. *Election of domicile.* For the performance of this Agreement and its consequences, the Parties shall elect domicile at their respective registered offices as indicated at the head of this Agreement. Any change in the address for service elected by one of the Parties must be notified to the other Party without delay, failing which it shall not be enforceable against the other Party.
- 1.92. *Notifications.* Each Party shall promptly notify the other of any material change in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of this Agreement.
- 1.93. *Severability.* If, at any time, one or more provisions of this Agreement are or become illegal, invalid or unenforceable, in whole or in part, under any applicable law, the legality, validity and enforceability of the remaining provisions or any part of a provision shall not in any way be affected or impaired. In the event of illegality, invalidity or unenforceability, the Parties shall endeavor to negotiate in good faith with a view to agreeing on a valid and enforceable replacement provision which, to the extent possible, is consistent with the substance and purpose of this Convention and which, in its economic and legal effects, comes as close as possible to the invalid, invalid or unenforceable provision.
- 1.94. *Non-waiver.* Except as otherwise provided in this Convention, the failure of either Party to enforce at any time any of the provisions of this Convention or to require at any time the performance by the other Party of any of those provisions shall not be construed as a waiver of such provisions, nor shall it affect the validity of this Convention or any part thereof, or the rights of such Party to enforce each such provision thereafter. A waiver of any term, provision, condition, right or consent granted under this Convention shall be effective only if given in writing and signed by the waiving or consenting Party and only in the case and for the purpose for which it is given.
- 1.95. *Capacity of signatories.* Each signatory to this Agreement warrants that it has the authority to sign this Agreement on behalf of the Party for which it is signing the document, that the Agreement has been approved by all applicable internal corporate procedures and that it agrees to defend and hold harmless the other Party from any claim based on the lack of signing authority on behalf of the Party for which it is acting herein.
- 1.96. *Electronic signatures.* It is explicitly agreed between the Parties that a Party's signature via a scanned or digitized image of a handwritten signature (e.g. a scan in PDF format) or an electronic signature (e.g. via DocuSign) in accordance with the eIDAS Regulation EU/910/2014, shall have the same force and effect as an original handwritten signature for purposes of validity, enforceability and admissibility. Each Party shall receive a fully executed copy of the Convention. Delivery of the fully executed copy by e-mail or via an electronic signature system shall have the same force and effect as delivery of an original paper copy.