GLOBAL GENERAL TERMS OF PURCHASE

1 APPLICABILITY

These General Terms of Purchase (the "Terms") shall, except as and with the modifications explicitly agreed in writing, apply to and form part of an agreement if: (a) the Terms have been referenced in the agreement or in any quotation, order, order confirmation or other correspondence in relation to the intended supplies; or (b) the agreement concerns supply of goods, software and/or services to any milkrite | InterPuls entity and the Terms have previously been applied in relation to the Supplier. Terms stipulated by Supplier shall apply only insofar as Customer has expressly agreed to them in writing. In case of conflicts between different parts of the Contract, the Order Document shall prevail over other parts and these Terms shall prevail over all parts except the Order Document.

2 DEFINITIONS

The following definitions apply in these Terms when the defined term is used with initial capital letter:

"Contract" means an individual agreement to which these Terms apply.

"Customer" means the milkrite | InterPuls, entity identified in the Order Document.

"Order Document" means the purchase order or contract form issued by Customer to confirm the Contract.

"Results" means all intellectual property, information (e.g. data) and intellectual property rights made or generated by or in connection with (a) any service provided under the Contract or (b) the use of any software or goods supplied under the Contract.

"Subscription" means a continuous or periodic provision of goods, software and/or services against periodic fees.

"Supplier" means the seller/service provider identified in the Contract.

3 CONTRACT FORMATION

If an Order Document is issued unilaterally by Customer, a Contract is made when Supplier confirms or starts acting substantially in accordance with the Order Document. Customer is entitled to withdraw the Order Document until the Contract is made.

4 PRICE AND PAYMENT

Customer shall pay to Supplier the prices specified in the Order Document. Unless otherwise specified in the Order Document, the prices exclude value added tax (which, if applicable, shall be payable by Customer) but include all costs associated with the supply of the applicable goods, software and/or services (e.g. delivery, packaging and labelling).

Unless otherwise specified in the Order Document, Supplier shall invoice at delivery, except that Subscriptions shall be invoiced monthly in arrears. To be considered a duly issued and valid invoice it, shall be prepared in accordance with applicable laws and regulations and Customer's reasonable instructions (e.g. any instruction to submit invoices electronically only, through a procurement system designated by Customer). Customer shall, unless otherwise specified in the Order Document, pay each undisputed and proper invoice within 60 calendar days of the date of the invoice.

5 DOCUMENTATION

The goods, software and services supplied under the Contract shall be accompanied by all manuals needed to safely install, use and/or maintain (as applicable) the goods, software and services. Supplier shall also, on Customer request at any time during or after the Contract, provide any information regarding the goods, software and services that Customer may need in order comply with applicable laws or regulations.

6 DELIVERY AND DELAY

With regard to goods and software that are to be physically supplied under the Contract, terms of delivery are DDP Customer's premises (INCOTERMS 2020), unless otherwise agreed. Unless otherwise agreed, partial delivery is not allowed.

Unless otherwise specified in the Order Document, Customer is entitled to liquidated damages of 1 % of the total Contract amount per commenced week of delay in relation to any delivery date or lead time agreed under the Contract, limited to a maximum of 10 %, but without prejudice to any other remedy or right that Customer may be entitled to under the Contract or applicable law. Customer also has the right to terminate the Contract, in whole or in part, if the delay exceeds 30 calendar days.

7 WARRANTIES

Supplier warrants that the goods, software and services that are, or are to be, supplied under the Contract will:
- be supplied in a professional and workmanlike manner at or within the agreed dates or lead times (or, if no date or lead time have been agreed, promptly after the applicable order);
- be fit and safe for their intended purposes and be free from defects in design, materials and workmanship;
- comply with and be capable of providing the features and functions described in any relevant documentation or specification that is publicly available or have specifically been made available to or by Customer;
- not contain any part (e.g. any computer code) that is intentionally designed with the ability to damage, interfere with, disable or otherwise adversely affect any software, information or property; and
- comply with and be supplied in compliance with applicable laws and regulations (e.g., as applicable, CE, UL/CSA, CCC, RoHS and REACH requirements) and not infringe any rights (e.g. any intellectual property rights) of any third party.

Customer shall notify breaches of the above warranties within the applicable warranty period set out in the Contract or, if no such period is specified: (a) in respect of construction work, no later than 5 years of acceptance of the work and (b) in respect of other goods, software and/or services, no later than 24 months of delivery and installation (if applicable). Such time limitations shall however not apply with regard to breaches relating to product or material safety or compliance or relating to infringement of third party rights.

Following notification of a warranty breach, Supplier shall promptly either refund the purchase price for the defective goods, software and services or rectify the relevant breach at its own expense, without prejudice to any other remedy or right that Customer may be entitled to under the Contract or applicable law.

8 LIMITATIONS OF LIABILITY

Neither party shall be liable under or in connection with the Contract for indirect or consequential loss or damage. However, nothing in these Terms or any other part of the Contract shall limit or exclude liability for breach of any obligation or warranty relating to confidentiality, data protection, intellectual property (e.g. infringement) or product or material safety, for fraud or fraudulent misrepresentation, for loss or damage caused intentionally (wilful misconduct) or with reckless disregard for the consequences of its acts (gross negligence), or for any other liability that may not be so limited or excluded under applicable law.

9 INSURANCE

Supplier shall, throughout the Contract and for a period of 12 months thereafter, maintain liability insurance with a well-established and reputable insurer and with coverage and limits that are sufficient to cover the claims that Supplier may reasonably become liable for under or in connection with the Contract. Supplier shall, on Customer's request, promptly provide documentary evidence of the validity of this insurance coverage.

10 TERMINATION OF SUBSCRIPTIONS

Customer has the right, at any time, to terminate any Subscription under the Contract without cause upon no less than 1 month's written notice to Supplier, unless another notice period is explicitly stated in the Contract.

11 RESELLING

Unless otherwise specified in the Contract, milkrite | InterPuls may, as it sees fit, globally (re)sell or lease out any goods supplied under the Contract.

12 SUB-CONTRACTING

Unless otherwise specified in the Contract, Supplier may not, without Customer's prior written consent, appoint sub-contractors for the performance of its obligations under the Contract.

13 PROCEDURES AND STANDARDS

Supplier assure the standards according to ISO 9001 and ISO 14001 (or any equivalent standards as a minimum requirement) are met in production and otherwise. Furthermore, when working on Customer's site, Supplier shall comply with Customer's safety, health and security procedures.

14 INTELLECTUAL PROPERTY

Unless otherwise specified in the Contract, each of Customer and Supplier retains all rights, titles and interests in and to all intellectual property, information and intellectual property rights made, generated or acquired by the party (or, as applicable, its affiliates or licensors) before the entry into the Contract or independently of the Contract.

Supplier shall not, without the prior written consent of Customer, use any intellectual property of the milkrite | InterPuls (including the milkrite | InterPuls name or logotype) for any other purpose than the good faith performance of its obligations under the Contract.

Except as specifically set out in the Contract, Customer shall own all rights, titles and interests in and to all Results. Supplier hereby assigns all such rights, titles and interests to Customer and undertakes to execute all documents and do all acts reasonably requested by Customer to secure and enforce any such right, title or interest. For the avoidance of doubt, Customer shall have unrestricted ownership rights in respect of the Results, including without limitation the right to modify, combine and create derivative works of the Results and to transfer the rights, titles and interests in and to the Results to any third party.

Except where separate terms explicitly apply according to the Contract, milkrite | InterPuls shall have a perpetual, royalty free, transferrable, sub-licensable and worldwide licence, within the milkrite | InterPuls operations, to use, reproduce, modify, and create derivative works of any documentation and software supplied under the Contract. With regard to software, the right to use modify and create derivative works shall, however, only apply to the extent the software has been provided in a form intended for modification (e.g. as source code).

milkrite | InterPuls may allow its employees, representatives, contractors, suppliers and agents to exploit the aforementioned rights on its behalf.

15 CONFIDENTIALITY

Supplier must not, without the prior written consent of Customer, use any Result or any information of confidential or proprietary nature which is disclosed to, generated by or otherwise obtained by Supplier under or in connection with the preparation or performance of the Contract other than for the performance of its obligations under the Contract and must not disclose such information to any third party. This section (Confidentiality) shall remain in force until 5 years after the termination or expiry of the Contract.

16 SEVERABILITY

If any provision of the Contract is found to be invalid or unenforceable, the remaining provisions shall remain effective and such provision shall be replaced with another provision consistent with the purpose and intent of the Contract.

17 APPLICABLE LAW AND DISPUTES

The Contract is governed by and shall be construed and interpreted in accordance with the laws of the country (and, if applicable, state) of the principal place of business of Customer. The courts at the seat of Customer will have jurisdiction to settle any dispute, controversy or claim arising out of or in connection with the Contract. Notwithstanding the above, Customer is always entitled to petition courts and authorities at the seat of Supplier, in which case the laws of that seat shall apply.