

GENERAL TERMS AND CONDITIONS OF PURCHASE

SIA Gemaga Group

Zaļenieku iela 21 k-3 - 5, Rīga, LV-1058

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Valid since 2023.02.17

1. APPLICATION

- 1.1. These General Terms and Conditions of Purchase (hereinafter – **General Conditions**) apply to all purchases of goods, services and related deliverables (each individually and collectively referred to as “Deliverables” herein) by SIA Gemaga Group, registration number 40203161119, legal address: Zaļenieku iela 21 k-3 - 5, Rīga, LV-1058, Latvia and all Affiliates thereof (individually referred to herein as “**Gemaga**” or the “**Buyer**”) from a supplier or seller of such Deliverables (hereinafter – **Supplier**), completing any supply agreement, service agreement or other agreement, contract or order for the purchase of any Deliverables (referred to herein collectively or individually as a “**Contract**”) between Buyer and Supplier (collectively, the “**Parties**”). (“**Affiliates**” include all companies controlling, controlled by or under common control with SIA Gemaga Group). Commencement of performance of a Contract by the Supplier implies acceptance of such Contract, of which these General Conditions are integral part.
- 1.2. The General Conditions apply in particular to the Contracts of Deliverables regardless of whether the Supplier manufactures these itself or procures these from other suppliers. Unless otherwise agreed, the General Conditions in the version valid at the time of the order of the Buyer or in all cases the version most recently notified to the Buyer in text form apply as a framework agreement, also to equivalent contracts in the future, without us being required to refer to these once again in an individual case.
- 1.3. These General Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business of the Supplier will only become part of the Contract if the Buyer expressly agreed to their applicability in writing. The above agreement requirement applies in all cases, also if we accept the deliveries of the Supplier without reservation in the knowledge of its general terms and conditions of business.
- 1.4. Individual agreements which are concluded with the Supplier in individual cases (including ancillary agreements, additions and amendments) shall always take priority over these General Conditions. In reservation of counter proof, a written contract or our written confirmation shall be decisive in relation to the content of such agreements.
- 1.5. Legally binding declarations and notifications of the Supplier in relation to the Contract (for example the setting of deadlines, warnings, rescission) must be issued in writing, i.e. in written or text form (for example letter, email, fax). Statutory form requirements and further proof, in particular in cases of doubt concerning the authority of the person making the declaration, shall remain unaffected. In the event any provision hereof shall be held void or unenforceable, that provision shall be deemed deleted and the remainder of the provisions enforced as written.
- 1.6. Upon signature for acceptance of the General Conditions, the Supplier waives the application of its own general terms and conditions of business (if any).

2. CONCLUSION OF THE CONTRACT

- 2.1. Our order shall be deemed to be binding at the earliest at the time of its written submission or confirmation. The Supplier must notify us of obvious errors (for example typing and grammatical errors) and incompleteness in the order, including the order documents, so that we can carry out corrections or additions prior to acceptance;

otherwise, the Contract shall be deemed to have been concluded within the scope of shipped or supplied amounts of Deliverables or not to have been concluded according to the decision of the Buyer.

- 2.2. The Supplier must confirm our order in writing within a deadline of two (2) days or, in particular, by carrying out the shipment or supply of the Deliverables without reservation (acceptance).

3. QUALITY AND SPECIFICATION OF THE DELIVERABLES

- 3.1. The conclusion of a Contract is subject to obtaining licenses (including export and/or import licenses) when such licenses are required by governmental authorities and to complying with specific regulatory requirements when such requirements are applicable. The Supplier shall be responsible for obtaining any license, authorization or exemption in connection with the sale, supply or export of the Deliverables. Upon request, the Buyer will assist the Supplier to the best of its ability.
- 3.2. If the Buyer is required to obtain any license, authorization or exemption in connection with the purchase or export or import of the Deliverables, the Supplier shall cooperate with the Buyer to the fullest extent and at its own cost and expense. The Supplier shall also provide the Buyer with all necessary documents for export and import clearances. The Supplier is liable for all expenses or losses incurred by the Buyer due to incorrect and/or incomplete documents or for the late arrival of documents. The Supplier shall inform the Buyer of any potential export or re-export restrictions for the supplied Deliverables,
- 3.3. whatever the country of destination. Such potential export or re-export restrictions for the concerned Deliverables must be clearly identified by the Supplier in advance in every offer to tenders or quotes.
- 3.4. The Supplier declares and acknowledges entitlement to supply, sell and deliver all the Deliverables ordered by the Buyer, in particular that it is a producer of these raw materials or has the authorisation of the producer to distribute, sell or deliver them on the European Union market, and the distribution is not limited by any rights and claims of third parties, unless expressly stated in written form in the Contract.
- 3.5. The Supplier shall provide the Buyer with quotation samples. These samples will serve as a model during the delivery check.
- 3.6. The Supplier is obliged to ensure the appropriate quality of the raw materials, in particular compliance with the applicable requirements of EU food safety and quality, particularly with regard to raw materials indicated in the specification of the Deliverables supplied to the Buyer. The supplier declares that the maximum concentrations of residues of chemicals in the raw material comply with the current requirements of European Union food law. The Supplier declares that the maximum concentrations of residues of chemicals in the raw material comply with the applicable requirements of EU food safety standards.
- 3.7. The Supplier warrants and represents to the Buyer that the Deliverables shall:
 - 3.7.1. have passed all necessary tests and examinations or shall pass prior to delivery of the Deliverables to ensure that the Deliverables are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same;
 - 3.7.2. make available to the Buyer adequate information about the use for which the Deliverables have been designed and have been tested and about any conditions necessary to ensure that when put to use the Deliverables will be safe and without risk to health;
 - 3.7.3. conform in all respects with any particulars or specification specified in the purchase order including any variations;

- 3.7.4. conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
 - 3.7.5. be of satisfactory quality and free from defects in materials and workmanship; and
 - 3.7.6. be fit and sufficient for the purpose for which such Deliverables are ordinarily used and for any particular purpose made known to the Supplier by the Buyer and the Buyer relies on the skill and judgement of the Supplier in the supply of the Deliverables and the execution of the Contract.
- 3.8. The Supplier shall apply all necessary procedures to ensure, at its sole expense, that the Deliverables meet all quality standards, including full compliance with the functional or technical specifications or other requirements provided by the Buyer. In the event the Supplier suspects any potential defect(s) in any of the Deliverables, the Supplier shall immediately notify the Buyer and commence appropriate actions to rectify such potential defects at the Supplier's sole cost and expense.

4. PRICES

- 4.1. The Supplier shall not increase the price of the Deliverables as specified in the purchase order submitted by the Buyer unless it is validly accepted by the Buyer and agreed in writing before the execution of the Contract.
- 4.2. Unless expressly agreed otherwise between the parties in writing, the price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.
- 4.3. Unless otherwise agreed in writing by the Buyer, the Supplier shall render a separate invoice in respect of each consignment of the Deliverables delivered under the purchase order. The Buyer undertakes to pay correctly submitted invoices within 90 days of receipt from the day of physical or electronic arrival at the nominated address of the Buyer. Invoices shall not be rendered by the Supplier until completion of delivery of all the Deliverables which are the subject of the purchase order or of the consignment (as appropriate).
- 4.4. A valid invoice is one that is:
- 4.4.1. delivered in timing in accordance with the Contract;
 - 4.4.2. that is for the correct sum;
 - 4.4.3. in respect of Deliverables supplied or delivered to the required quality (or are expected to be at the required quality);
 - 4.4.4. which quote the relevant purchase order / contract reference (where used)
 - 4.4.5. which has been delivered to the nominated address.
- 4.5. The Buyer specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Buyer from the Supplier.
- 4.6. The Buyer shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official purchase order and shall not be responsible for the payment of the price for Deliverables supplied in excess of those required by the purchase order.
- 4.7. Unless particularly agreed otherwise in writing in an individual agreement between the Parties, the Supplier waives to claim from the Buyer statutory interest for delay of the payment of invoice due. In case of mandatory laws and regulations providing otherwise, the maximum payment term authorised by such laws and regulations shall apply. In case of late payment, interest in amount of 0.01% per annum from the amount of delay is due to the Buyer.
- 4.8. No payment of or on account of the price shall constitute any admission by the Buyer as to proper performance by the Supplier of its obligations under the Contract.

5. DELIVERY

- 5.1. Unless otherwise specified in the Contract document, the delivery terms for international and domestic transactions shall be DAP (Incoterms 2020), Buyer's designated destination. Title and risk of loss shall transfer from the Supplier to the Buyer upon delivery and acceptance of the Deliverables to the Buyer's designated destination. Time is of the essence with regard to delivery of the Deliverables. Supplier must provide two delivery slips containing the Buyer's reference (Order No.), the delivery details, the number of corresponding packages or bulk goods, and the weight and measurements. The first shall be placed on the outside of the package in an address label, the second indicates the actual dispatch date of the goods and shall be sent to Buyer's receiving department. If no such packing slip is sent, the count or weight by the Buyer or its agent or consignee is agreed to be final and binding.
- 5.2. The Supplier shall inform the Buyer immediately of all possible risks of delay and of measures that the Supplier has taken or will take to minimize such risks. The Supplier shall resort to any and all possible measures including air freight for the purpose of avoiding any delay or correcting any shortage in delivery.
- 5.3. Delivery packaging should be undamaged, clean, dry, without bad odours and properly safeguard the quality of the raw material during transport and storage. Packaging should be made of material authorised for contact with food. Packaging should be made of material authorised for contact with food. The labelling of the packaging shall be in accordance with the Contract. Deliverables in damaged or inappropriately labelled packaging will be treated as non-compliant.
- 5.4. The Supplier shall be liable for any and all losses to the Buyer or the Buyer's Affiliates, which have been caused by a delay or shortage in delivery of the Deliverables. Without limiting the foregoing, and without prior notice, the Supplier shall pay, at the Buyer's sole option, service credits calculated on the price, inclusive of all taxes, without prejudice to additional remedies available under the Contract or at law. This calculation will be equal to 0.5% (zero-point five percent) of the Contract amount, per calendar day of delay, up to 10% (ten percent) of the Contract. If such delay is not corrected within 10 days of receipt of notice from the Buyer, the Buyer may unilaterally terminate the Contract, in whole or in part, in its sole discretion. Failure by the Buyer to exercise its options with regard to recovery of interest, damages or other compensation due to late delivery in respect of any part of a Contract shall not be deemed to constitute a waiver with respect to any subsequent part of that Contract.
- 5.5. Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Buyer's security personnel or other authorised representative.
- 5.6. If the Deliverables are delivered before the delivery date, the Buyer shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Deliverables until the delivery date.
- 5.7. Deliverables may only be transported by means of transport intended for the transport of respective kind of material (food, glass, etc.) in such a way as to prevent contamination and preserve their quality and integrity, in particular the loading surface should be kept clean and effectively protected against weather, rodents, birds and insects.
- 5.8. Unless otherwise stated in the Contract, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Deliverables, and in the case of the Deliverables supplied from outside the EU, the Supplier shall ensure that accurate information is provided to the Buyer as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

5.9. Ownership and risk in the Deliverables shall without prejudice to any of the rights or remedies of the Buyer shall pass to the Buyer on delivery.

6. DAMAGE IN TRANSIT

- 6.1. On despatch of any consignment of the Deliverables, the Supplier shall send to the Buyer at the address for delivery of the Deliverables, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 6.2. The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Buyer shall elect in its sole discretion) such of the Deliverables as may either be damaged in transit or having been placed in transit fail to be delivered to the Buyer provided that:
- 6.2.1. in the case of damage to such the Deliverables in transit the Buyer shall within forty-five (45) days of delivery give notice to the Supplier that the Deliverables have been damaged; and
 - 6.2.2. in the case of non-delivery the Buyer shall (provided that the BUyer has been advised of the despatch of the Deliverables) within ten (10) days of the notified date of delivery give notice to the Supplier that the Deliverables have not been delivered.

7. INSPECTION, REJECTION AND GUARANTEE

- 7.1. Nothing contained in these General Conditions shall in any way detract from the Supplier's obligations under applicable law or statute or any express warranty or condition contained in the Contract.
- 7.2. The Supplier shall permit the Buyer or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Deliverables and the Supplier shall afford all reasonable facilities and assistance free of charge at the Buyer's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Buyer) to comply with the terms of the purchase order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Buyer of any rights or remedies in respect of the Deliverables.
- 7.3. The Buyer may by written notice to the Supplier reject any of the Deliverables which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Buyer of the relevant Deliverables. If the Buyer rejects any of the Deliverables, the Supplier shall at the Buyer's sole option (without prejudice to its other rights and remedies) either:
- 7.3.1. repair the defective Deliverables as quickly as possible or (as the Buyer shall elect in its sole discretion) replace the defective Deliverables with Deliverables which comply in all respects with the requirements under the Contract; or
 - 7.3.2. refund to the Buyer the price in respect of the defective Deliverables.
- 7.4. The Supplier shall guarantee full compliance with the Contract of the Deliverables for a period of twelve (12) months from supply acceptance by the Buyer, However, if a longer minimum durability period is specified for a given type of goods, the longer period applies. If the Buyer shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Deliverables that have arisen during the guarantee period under proper and normal use or storage, the Supplier shall (without prejudice to any of the Buyer's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Buyer shall elect in its sole discretion) without cost to the Buyer.
- 7.5. Any Deliverables rejected or returned by the Buyer pursuant to this paragrpah shall be returned to the Supplier at the Supplier's risk and expense.

7.6. The Buyer, or any other person or entity designated by the Buyer, may conduct audits or investigations relating to any aspect of the Contract including in case of suspicion of fraud or corruption. The Supplier will provide its full and timely cooperation with any such audits or investigations. The Supplier will require its subcontractors to provide reasonable cooperation with any such audits or investigations. The Buyer is entitled at any time to carry out periodic audits at the place of production of the Deliverables. In addition, the Supplier bears the costs incurred as a result of the mandatory requirements to carry out tests of the Deliverables, provided the Supplier has not provided the proof of the test upon a request of the Buyer.

8. INTELLECTUAL PROPERTY

- 8.1. Except to the extent that the Deliverables are supplied in accordance with designs provided by the Buyer, it shall be a condition of the Contract that none of the Deliverables will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Buyer or the Affiliate (as appropriate) may suffer or incur as a result of or in connection with any breach of this clause.
- 8.2. Supplier further agrees that no third-party rights, be it ownership, intellectual property or other rights, will be incorporated in the Deliverables without prior notice and acceptance by Buyer.

9. INDEMNITY AND INSURANCE

- 9.1. Without prejudice to any rights or remedies of the Buyer (including the Buyer's rights and remedies under Section 8 above) the Supplier shall indemnify and keep indemnified the Buyer, Affiliates, their employees, board member and representatives against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Buyer may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Deliverables or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
- 9.2. The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these General Conditions.
- 9.3. Should the Supplier be responsible for damage caused by its Deliverables, it must release the Buyer from third party claims to the extent that the cause lies in its area of management and organisation and to the extent that it incurs liability itself in relation to third parties.
- 9.4. Within the framework of its release obligation, the Supplier must reimburse expenses which are incurred in connection with a third party claim, including those of any recall measures carried out by the Buyer. Where possible and reasonable, we will inform the Supplier of the content and scope of any recall measures and provide the Supplier with the opportunity to make a statement. Further statutory claims shall remain unaffected.

10. COMPLIANCE WITH LAW

- 10.1. The Supplier shall comply at all times with all applicable legal and regulatory requirements, in particular those in the Supplier and the Buyer's home countries, and those locations where the Deliverables will be produced, delivered or reasonably anticipated to be used. Without limiting the foregoing, the Supplier expressly agrees to comply with the following:

- 10.1.1. **Prohibition of Illegal Payments:** The Supplier forbids itself all initiatives which could expose Buyer, or any entity and/or person related thereto, to a risk of penalties by virtue of the legislation which forbids illegal payments, especially bribes and gifts of amounts unreasonable, gifts to civil servants from an administration or a public organization, gifts to political parties or their members, gifts to candidate for elections, or gifts to Buyer's employees.
- 10.1.2. **Prohibition on Child and Forced Labor:** The Supplier warrants and represents that it (1) does not engage in or condone the unlawful employment or exploitation of children in the workplace; (2) does not engage in or condone the use of forced labor, defined as any work or service extracted from any person under the menace of any penalty and for which said person has not offered himself voluntarily; and (3) does not employ persons below the age of 18, unless the local minimum age law is set below 18, in which case the lower age will apply. In addition, Supplier agrees to enforce these requirements with its subcontractors.
- 10.1.3. **Environmental laws and regulations:** Specifically, and without limiting the foregoing, all Deliverables and packaging, shall not contain any asbestos or other prohibited substances;
- 10.1.4. **Personal Data and Privacy Laws:** In case of use of personal data during the execution of the Contract, with all obligations under the law, including specifically, but without limitation, the EU Data Protection Laws and other comparable legal requirements. In all cases where, Supplier agrees to negotiate with Buyer the specific terms applicable to the treatment of any personal data at issue;
- 10.1.5. **Trade Restrictions:** The Supplier all applicable laws and regulations with regard trade and economic sanctions (including embargoes and sanctioned parties lists) and export control regulations (military and dual use regulations) applicable to any Items and anti-boycott regulations. For the purpose of this provision, "Item(s)" means goods, including raw materials, industrial purchases and energy, and/or services including software, technology. The Supplier is also prohibited from proposing and/or supplying the Buyer with any Item subject to export controls regulations (including, export licensing, prior authorization, reporting obligations or record-keeping requirements) administered and enforced by any government, administration, agency or international body. And for the avoidance of doubt, the Supplier shall ensure that any third party involved in the provision of whole or part of any Items, including its own suppliers and/or subcontractors, are in full compliance with the general principle and the specific rule above.
- 10.1.6. **Environmental Protection:** The Supplier shall commit to reduce environmental impacts. Environmental protection shall be taken into consideration by the Supplier for the performance of the Contract.

11. LIMITATION OF LIABILITY

- 11.1. in no event shall the buyer be liable to the supplier for any incidental, indirect, special, consequential, punitive, or exemplary damages or loss of profits arising out of, or in connection with, the contract or any part thereof, whether or not the buyer was advised of the possibility of such damage. in no event shall the buyer's liability for any claim of negligence, strict liability or any other legal or equitable theory whatsoever arising out of or in connection with the contract exceed the fees the buyer paid to the supplier for the specific deliverables giving rise to the claim. the limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

limitation period for the claims against the buyer under the contract shall cease within twelve (12) months from the action or absence thereof that was the basis of the claim.

12. FORCE MAJEURE

- 12.1. A “Force Majeure” event is considered any event that is unpredictable, beyond the control of and exterior to the will of the Parties, and which prevents the fulfillment, in whole or in part, of a Party’s contractual obligations. More specifically, Force Majeure events may include (i) civil or foreign war, (ii) riots, (iii) fire, (iv) tremendous water damages, (v) governmental decisions, (vi) enactment or implementation of regulations or legislation or any other restriction that has not been foreseeable, (vii) explosion, and (viii) natural disasters.
- 12.2. The Party prevented from executing its obligations because the Force Majeure event occurred shall inform the other Party in writing (by email or fax) with a confirmation receipt within three (3) days from the occurring of said event. Such notice shall include the circumstances which prevent the Party from performing under the Contract, along with the steps that are being taken to mitigate the impact of such event, and if possible, the duration of the suspension of the execution of the contractual obligations. The performance under the Contract shall be suspended only to the extent and for so long as the Force Majeure event remains outside of the control of the affected Party and the effects of such event cannot be mitigated by commercially reasonable measures.
- 12.3. The Party prevented shall make its best efforts to make up for lost time as soon as the event of Force Majeure has ended. If Supplier’s inability to perform its obligations due to a Force Majeure event unduly prejudices the Buyer, in Buyer’s sole discretion, the Parties shall negotiate the conditions for the continuation of the Contract and, if necessary, the conditions of termination.

13. TERMINATION

- 13.1. Either Party may terminate the Contract, or a purchase order, immediately when the other Party: (a) becomes insolvent, files a petition for bankruptcy, insolvency or similar proceeding, or is declared bankrupt or insolvent (unless otherwise prohibited by applicable law); (b) ceases operations or substantially all of its assets are sold; or (c) violates the intellectual property rights of Buyer or any third party.
- 13.2. In addition the Buyer may terminate the Contract, or a purchase order, when the Supplier (a) commits a material breach of the Contract and such breach is not remedied within thirty (30) days after written notice thereof, or (b) undergoes a change of control resulting in control, in whole or in part by, a competitor of the Buyer or a party or entity with whom the Buyer or any of its Affiliates are prohibited from conducting business. A “change of control” is considered to occur when the Supplier becomes controlled by or under common control with, or acquires or merges with, a third-party. For purposes of this definition, “control” means (a) the direct or indirect ownership or control of more than twenty five (25%) of the voting equity of the party, (b) the ability to conduct the exercise of more than twenty five (25%) of the votes cast at the shareholder meeting of the party concerned on all or substantially all matters, (c) the right or power to appoint or dismiss a majority of the officers of the party concerned, or (4) the power to give authority to the management.

14. CHOICE OF LAW AND PLACE OF JURISDICTION

- 14.1. The law of the Latvia shall apply to these General Conditions and to the contractual relationship between Parties, to the exclusion of international uniform laws, in particular the United Nations Convention governing the International Sale of Goods.
- 14.2. Any dispute, disagreement or claim arising out of or in connection with the Contract, its violation, termination or validity shall be settled through negotiations subject to the

laws of the Republic of Latvia. If the settlement could not be reached within sixty (60) days, the dispute shall be finally settled in the court of the Republic of Latvia.

15. CONFIDENTIALITY

15.1. The Parties acknowledge that in the course of performance of the Contract, they may have access to or acquire information concerning the Supplier or the Buyer and its Affiliates, as the case may be, which is confidential and proprietary. The Parties also agree that the fact of the business relationship between them will be considered confidential information subject to this section. The Parties agree to hold all such information in strict confidence, not to disclose such information to third parties (unless to affiliates, employees or advisors with a need to know and subject to obligations of confidentiality no less strict those set forth herein) and not to use such information for any purpose other than in connection with the Contract. The foregoing restrictions on confidentiality and non-disclosure shall not apply to information (A) that is, at the time of disclosure, available to the general public; or (B) that, following disclosure, becomes available to the general public through no fault of the recipient; or (C) that is disclosed to the recipient without restriction on disclosure by a third-party which has the legal right to disclose the same. The obligations set forth in this section shall survive, for a period of five (5) years, any expiration or termination of the Contract. In the event that the Parties are already, at the time of the execution of the Contract, subject to the terms of a currently valid confidentiality or non-disclosure agreement, the terms of such pre-existing confidentiality or non-disclosure agreement shall prevail over any term within this provision that may be in conflict.

16. ASSIGNMENT

16.1. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Buyer may assign its rights and delegate its duties hereunder without such consent to an Affiliate or successor-in-interest pursuant to corporate reorganization, merger, acquisition or sale of assets. Any assignment in violation of this section shall be void and unenforceable. The Contract shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Parties.

16.2. The Supplier shall impose on subcontractors obligations consistent with the terms of the Contract, and ensure that subcontractors comply with said obligations. The Supplier's use of any subcontractor will not relieve, waive, or diminish any obligation the Supplier has under the Contract. The Supplier is solely responsible for the acts or omissions of subcontractors.

17. SEVERABILITY

17.1. Should any provision of these General Conditions be judicially determined to be illegal or unenforceable, the remainder of the General Conditions shall continue in full force and effect, and the Parties shall renegotiate the invalid provision and substitute it with a provision having equal financial purpose.

18. HEADINGS

18.1. The section titles in The General Conditions are for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions of the General Conditions.

19. INDEPENDENT PARTIES

19.1. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

20. WAIVER

20.1. No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

21. COUNTERPARTS

21.1. The Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same document.

22. AUTHORITY TO CONTRACT

22.1. The Parties warrant that the individuals accepting purchase order and/or executing the Contract have full and valid power to enter into the Contract and bind their respective Parties to the terms hereof. The Parties do not intend that the Contract shall be enforceable by any party that is not a party hereto.