

**ALBEMARLE TERMS AND CONDITIONS OF PURCHASE**

These “Terms and Conditions of Purchase” apply to the purchase order which they accompany or to which they are attached (the “Order”, and together with these Terms and Conditions of Purchase, this “Contract”). As used herein: (i) “Buyer” means Albemarle, or its affiliate, and (ii) “Seller” means the party designated to fulfill the Order.

**1. ACCEPTANCE:** The Order must be accepted by personnel of Seller authorized to accept same by signing and returning the appropriate acknowledgment to Buyer. This Contract will be deemed accepted if Seller fails to object in writing to any of these terms and conditions before the commencement of performance by Seller in accordance with any part of the Order. Acceptance is limited to the terms stated below and in the Order. Any statement of terms and/or conditions used by Seller is hereby rejected, even if Buyer does not expressly object to them or if the terms and conditions of this Contract do not specifically contradict them. No course of prior dealings or course of performance shall be used to modify, supplement or explain any term or condition of this Contract and no modification shall be effective unless agreed to in a writing signed by Buyer.

**2. WARRANTIES:** In addition to warranties established by applicable law, Seller warrants and agrees:

a) All goods and services shall (i) conform to the specifications, drawings, samples or other descriptions stated or referenced in the Order; (ii) be merchantable, of best quality and workmanship and free from all defects; (iii) be fit for their normally intended purpose; and (iv) be free from all liens and encumbrances. Unless otherwise agreed by Buyer in writing, all goods shall be new. Defects in goods and errors in services will not be waived by Buyer's failure to notify Seller upon receipt of goods, performance of services, or by payment of invoice(s).

b) Buyer shall have the benefit of all manufacturers' warranties and guarantees, express or implied, applicable to the goods sold hereunder.

c) All goods delivered and the manner of their delivery shall conform to any standards established for such goods and delivery by any applicable federal, supranational, national, state, regional, provincial or local law or regulation. All services provided shall be performed in a professional manner and in accordance with applicable industry standards.

d) The manufacture, sale and use of any goods delivered hereunder, or any part thereof, and the performance of services hereunder, do not infringe any validly existing patent, trademark, trade secret or copyright, or any proprietary, intellectual property, contract or other rights of any third party.

e) All chemical substances furnished hereunder have been reported and/or registered in compliance with all applicable federal, supranational, national, state, regional, provincial or local laws and regulations, including, without limitation, to the extent applicable, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labeling and packaging of substances and mixtures (CLP Regulation), and otherwise comply with the REACH Regulation and CLP Regulation. All goods purchased hereunder shall comply with any European Chemicals Agency (ECHA), Health and Safety Executive (HSE), Environmental Agency, Department of Energy and Climate Change (DECC), local authority or other governmental agency, order or regulation applicable to this Contract.

f) The foregoing obligations shall survive acceptance of goods and performance of services hereunder and shall extend for twenty-four (24) months following either (i) the delivery of goods, (ii) the installation of equipment, or (iii) the completion of performed services, as applicable.

**3. CHANGES:** Buyer may, at any time, by written notice to Seller, make changes in the work, drawings, designs, specifications, method of packing or shipment, quantity ordered, delivery location or delivery/performance schedule, and Seller shall either promptly comply therewith or promptly notify Buyer in writing why it cannot comply therewith. If any such change causes an increase or decrease in Seller's cost or time required for performance, Seller shall document such impact to Buyer in writing and an equitable adjustment mutually determined by Buyer and Seller shall be made to the price or delivery schedule, or both, and the Order shall, upon agreement by Buyer in writing, be modified accordingly. Any claim by Seller for adjustment under this paragraph shall be deemed waived unless made in writing within ten (10) calendar days after receipt of written notice by Buyer of the change. No change, modification or revision of the Order shall be binding upon Buyer unless such change is in writing and signed by a duly authorized representative of Buyer.

**4. CANCELLATION:**

a) In addition to its other rights and remedies in this Contract or under applicable law, a party may, at any time, by written notice to other party (the “Defaulting Party”), cancel the whole or any portion of this Contract for cause. Cause shall include but not be limited to the following:

- (i.) An event of receivership, liquidation or bankruptcy proceedings is opened or brought against the Defaulting Party, or any equivalent proceedings in their country of establishment;
- (ii.) A change of control (direct or indirect control of at least 50% of shares and/or voting rights) occurs with respect to the Defaulting Party;
- (iii.) The Defaulting Party ceases to have the appropriate license or authorizations which permit it to lawfully to perform the obligations contemplated by this Contract; and
- (iv.) A material breach of this Contract by the Defaulting Party where such breaching party fails to remedy the breach within ten (10) days after receipt of a written notice from the other party giving reasonable detail of the breach.

In the event of any cancellation, Buyer may procure, upon such terms and in such manner as it may deem appropriate, goods or services comparable to the goods and services covered by the Order. Seller shall immediately stop all work hereunder on that portion of the Order which is cancelled and, accordingly, shall immediately notify all of its affected suppliers or subcontractors that it is canceling all related orders and to cease all associated work. Any termination charge shall be offset by the amount that may be recouped by Seller by sale of the cancelled goods or services to a third party. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by its suppliers or subcontractors which Seller could reasonably have avoided. In the event of any cancellation, Buyer may also require Seller to deliver to it in the manner and to the extent directed by Buyer, any completed or partially completed items indicated on the Order subject to the payment by Buyer to Seller of an allocable portion of the price as may be agreed to by and between Buyer and Seller. Seller shall continue performance of the Order with respect to any portion of the Order which is not cancelled by Buyer. Except as expressly set forth in this Section 4, to the extent permitted by applicable law and upon Seller's receipt of Buyer's written notice of termination, Buyer shall have no obligation or liability to Seller associated with its cancellation of all or any portion of the Order.

b) Without limitation, any breach which remains uncured more than thirty (30) calendar days following notification to Seller, including late deliveries, deliveries of

items which are defective or which do not conform to the Order, insolvency by Seller, or failure to provide Buyer, upon request, of reasonable assurances of future performance shall each constitute good cause for Buyer to cancel the Order.

c) All of Seller's obligations set forth in Sections 2, 8, 9, 11, 13, 14, 16, 18, 21, and 22 herein shall survive the cancellation, termination or completion of this Contract.

**5. DELIVERY:** Delivery of goods under the Order must be made in the quantities and on the dates specified by Buyer, and any failure of Seller to provide the same shall be a material breach of this Contract. Partial shipments shall be allowed only if expressly indicated in the Order. Unless otherwise specified in the Order, delivery is Delivered Duty Paid, as defined in Incoterms 2010 (meaning that (i) Seller delivers the goods when the goods are placed at the disposal of Buyer, cleared for import on the means of transport ready for unloading at the named place of destination and (ii) Seller bears all costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities), Buyer's location or such other destination as may be specified in the Order. Seller acknowledges that Buyer's production and marketing schedules are based in part upon the delivery/completion date(s) specified in the Order. Time and place of delivery are, therefore, of the essence with respect to Seller's performance under the Order. Any provision in the Order or subsequent agreement by Buyer for installment deliveries of the items specified in the Order shall not be construed as a waiver of this requirement or as severing Seller's obligations for full, on-time delivery of all items specified in the Order. If Seller reasonably determines in good faith that it either cannot or may not complete delivery or performance at the specified time and place or in the specified manner, Seller shall promptly notify Buyer in writing and indicate the earliest possible date that it reasonably can complete conforming delivery and performance using Seller's best efforts. Notwithstanding such notice, and notwithstanding that Seller's failure to effect conforming delivery or performance may be or is the result of Force Majeure (as defined in Section 10 hereof), Seller's failure to effect conforming delivery of goods or performance of services shall entitle Buyer, by written notice to Seller, to cancel the current delivery. For this purpose, Buyer shall be granted a contractual right of withdrawal. Buyer subsequently shall be entitled, at Buyer's sole option and without any liability to Buyer hereunder, to the extent permitted by applicable law, to do or cause to be done, in addition to any other remedies available to Buyer under this Contract or under applicable law, one or more of the following: revoke any prior acceptance of a partial delivery or performance by Seller, to return at Seller's risk and expense all or any part of items delivered in partial satisfaction of the Order, to cancel the Order, to receive a refund of any amounts paid to Seller pursuant to the Order for any items returned to Seller, to purchase substitute goods or services elsewhere and charge Seller with any loss or additional costs incurred in connection with such purchases and, in case Seller's failure to perform is in effect for less than [five (5) days], to require Seller to promptly correct all defects in delivery or performance and/or otherwise to provide to Buyer conforming goods or services. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship the items by a more expensive mode of transportation than specified in the Order, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been requested in writing by Buyer. Overshipments may be returned by Buyer at Seller's risk and expense, or retained by Buyer at no increase in price. Unless specifically indicated in the Order, payment may be made after acceptance of the goods or services.

**6. INSPECTION AND REJECTION:** Buyer reserves the right, consistent with §377 (1) HGB, to inspect, test and, if found to be nonconforming, reject all or some lesser portion of any goods or services before, during and immediately after delivery or performance. If any inspection or test is to be made on Seller's premises, Buyer shall provide Seller advance notice of such inspection or test to be conducted during ordinary business hours, and Seller shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors in such manner as not to unreasonably hinder or delay Seller's performance. All goods and services are delivered and performed subject to Buyer's inspection, testing, approval and acceptance at the specified delivery location notwithstanding any prior inspection or testing at Seller's premises or any prior payment by Buyer for the goods or services. In addition to Buyer's other rights and remedies available under this Contract or under applicable law, to the extent permitted by applicable law, Buyer may return to Seller any non-conforming goods rejected hereunder at Seller's sole expense and may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. Nothing contained in the Order shall relieve in any way Seller from Seller's obligation of testing, inspection and quality control.

#### **7. PRICE:**

a) No prices higher than those stated herein shall be charged unless the Order is amended in writing by Buyer.

b) [Intentionally Omitted]

c) If Buyer, in case of long term supply, is offered by a third-party supplier any quantity of goods or services of a quality equal to or superior to Seller's goods or services, at a price that is less than is provided pursuant to the Order, or upon other more favorable terms, and Buyer submits written notice to Seller of such more favorable terms and/or lower price, then Seller may meet such favorable terms and/or lower price and notify Buyer to that effect in writing within ten (10) days after receipt by Buyer of such notice. In case Seller either declines to meet the competitive offer or does not respond within the specified period, Buyer may accept such competitive offer, and Buyer and Seller shall terminate this Contract.

d) Prices stated herein shall include all existing and any increased or new taxes, fees, duties, import/export fees or taxes or other governmental charges in any way incidental to the manufacture, ownership, storage or delivery of the goods or services covered by the Order. Buyer's applicable registration number is shown on the face of the Order or in an attached listing of state and local tax registration and direct pay numbers.

**8. SETOFF:** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any amount owed or counter-claim arising out of this or any other transaction with Seller.

#### **9. CONFIDENTIALITY, PROPRIETARY RIGHTS; OWNERSHIP OF PROPERTY**

a) **Confidential Information.** "**Confidential Information**" means the Order and all other information provided by or on behalf of Buyer to Seller. Notwithstanding the foregoing, Confidential Information does not include information that (i) is rightfully known to Seller at the time of disclosure as demonstrated by Seller's written or electronic records, (ii) is or becomes part of the public domain through no wrongful act of Seller, (iii) has been rightfully received by Seller from a third party authorized to make the disclosure without restriction, (iv) has been approved in writing by an authorized representative of Buyer for release or (v) is independently developed without benefit of the Confidential Information. If Seller has any question as to whether information should be considered Confidential Information, Seller shall inquire of Buyer about the information prior to using or disclosing it. Confidential Information will not be deemed to be within any of the foregoing exceptions merely because the information is embraced by more general information in the public domain or in Seller's possession, but only if the whole thereof is in the public domain or in Seller's possession. Seller acknowledges and agrees that "Confidential Information" also includes, without limitation, any information related to or used at any Buyer site or facility, including, without limitation, information belonging to Buyer, a Buyer tenant or other third party on a Buyer site(s), learned as a consequence of having access to a Buyer site or facility, including, without limitation, product, processes and process equipment.

- b) **Restrictions.** Seller shall hold the Confidential Information in strictest confidence, shall not disclose the Confidential Information, or cause or allow it to be disclosed, to any third party or use the Confidential Information for any purpose other than as expressly contemplated by the Order. Seller shall disclose the Confidential Information only to its officers and employees who need to receive the Confidential Information to carry out the purpose of the Order, who are informed of the confidential nature of the Confidential Information, and who are bound by confidentiality obligations at least as restrictive as those contained in this Contract. Seller shall not disclose any Confidential Information to any third party, whether a subcontractor, agent, consultant or otherwise, unless and until Buyer has furnished written consent.
- c) **Permitted Disclosure.** Notwithstanding anything herein to the contrary, Seller may disclose the Confidential Information in response to a request for disclosure by a court or other governmental authority, including a subpoena, court order or audit-related request by a taxing authority, if Seller: (i) promptly notifies Buyer in writing of the terms and the circumstances of that request, (ii) consults with Buyer, and cooperates with Buyer's reasonable requests to resist or narrow that request, (iii) furnishes only Confidential Information that, according to advice of its legal counsel, Seller is legally compelled to disclose and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- d) **Injunctive Relief.** Seller agrees that due to the unique nature of Confidential Information there may be no adequate remedy at law for breach of this Section and that the breach may cause irreparable harm to Buyer; therefore Buyer may seek immediate injunctive relief, without the necessity of posting bond, in addition to whatever remedies it may under this Contract or applicable law.
- e) Unless otherwise agreed in writing, all intellectual property, inventions, Confidential Information, trade secrets, specifications, information, data, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, software and other proprietary rights, whether written or oral (collectively, "Proprietary Rights"), which are supplied to Seller by Buyer or derived from or based on the use of information supplied by Buyer or obtained or developed by Seller in the performance of the Order or paid for by Buyer, shall (i) be proprietary to and become property owned by Buyer, and Seller shall execute such documents necessary to perfect Buyer's title thereto, (ii) be considered a "work made for hire," (iii) be used only for purposes of providing goods or services to Buyer pursuant to the Order, (iv) not be disclosed to any third party without Buyer's written consent, and (v) be promptly provided to Buyer on request or upon completion of the Order. To the extent any of such Proprietary Rights do not qualify as a "work made for hire," Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- f) Subject to the terms of this Section 9, the Proprietary Rights of a party hereto that are furnished by or on behalf of the party under this Contract shall be and remain the property of the party and shall be returned promptly to the party or its designee (together with all copies) upon the earlier of the party's request or the termination or completion of this Contract, and the other party acknowledges and agrees that all such Proprietary Rights, as well as the terms of this Contract and the existence and content of the relationship between Seller and Buyer, and the other party shall protect the confidentiality of all such Proprietary Rights with the same degree of care the other party uses to protect its own confidential information, but in no event less than a reasonable standard of care.
- g) Goods made in accordance with Buyer's Proprietary Rights shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent, which may be unreasonably withheld, conditioned or delayed.
- h) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Contract and shall be responsible for all loss or damage to said property except for normal wear and tear.
- i) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property.
- j) In addition to the indemnity in Section 16 below, in the event that the goods or services of Seller or any portion thereof become subject to any claim of infringement, Seller will (i) procure for Buyer the right to continue purchasing, selling, using or otherwise exercising its rights under this Contract or as a manufacturer, dealer or distributor with respect to the goods or services; (ii) replace or modify such goods or services, as the case may be, to make non-infringing; or (iii) if neither (i) or (ii) are commercially feasible, pay to Buyer all damages incurred by Buyer with respect to such infringing goods or services, as the case may be.

**10. FORCE MAJEURE:** Subject to Section 5 hereof, neither party shall be liable to the other for failure to perform hereunder due to act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, terrorism, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstance of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede, or compliance with any regulation, order or request of any governmental officer, department, agency or committee ("Force Majeure"), but any such failure to perform shall only be excused for the duration of and only to the extent such performance is so delayed or prevented by such occurrence. The party excused as a result of an event of Force Majeure shall notify the other party in writing immediately after the occurrence of such event and shall use reasonable commercial efforts to mitigate, remedy or remove such event as expeditiously as practicable. In the case of Force Majeure where Seller is the excused party, Buyer may elect either to extend the period for delivery of goods or performance of services by the period of delay resulting from any such circumstance or to reduce the total goods or services ordered hereunder by the deliveries or performance (or portions thereof) omitted during such period. The provisions of this paragraph shall be effective notwithstanding that such circumstance shall have been operative at the date of the Order.

**11. RISK OF LOSS; TITLE; ENVIRONMENTAL RESPONSIBILITY:** Notwithstanding any terms relating to delivery and freight on the Order, risk of loss and title to the goods shall remain with Seller until the goods ordered are actually delivered to and accepted at Buyer's offices or other destination designated in writing by Buyer, in accordance with all federal, supranational, national, state, regional, provincial or local laws or regulations, including, to the extent applicable, REACH Regulation and CLP Regulation and ECHA, HSE, Environmental Agency, DECC, local authority or other governmental agency, order or regulation for chemical substances and mixtures. Buyer shall not be liable for any discharge, spill or other incident, including but not limited to reporting thereof or payment of expenses for any remediation or cleanup cost, involving the transport of any goods or materials hereunder.

**12. SUBCONTRACTING; ASSIGNMENT.** Neither this Contract nor any benefits thereof may be subcontracted or assigned by Seller, in whole or in part, without the prior written consent of Buyer. If Buyer consents to Seller's election to utilize the services of a subcontractor to provide services or products under the Order, under no circumstances will this relieve Seller of any liability of performance to Buyer. Seller shall bind every subcontractor by written agreement to observe all of the terms of the Order to the extent that they may be applicable to the subcontractor. Buyer may assign the Order in whole or in part in its sole discretion. Except as provided in Section 4 and rights to indemnity and defense hereunder, the Order will not be deemed to be for the benefit of any person or entity other than the parties to the Order and their permitted successors and assigns.

**13. COMPLIANCE WITH LAWS AND REGULATIONS:** To the extent applicable to the Order, Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Order. At Buyer's request, Seller shall provide appropriate certificates of compliance, if requested. Seller shall also comply with all other applicable wage and employment laws applicable to its operations engaged in production of the goods sold hereunder, and Seller shall comply with all other applicable environment, health and safety laws and rules in producing and shipping goods, and shall provide to Buyer current and complete Materials Safety Data Sheets (*Sicherheitsdatenblatt*) and product information and specifications, as appropriate.

Seller acknowledges that it is Buyer's policy to comply fully with the requirements of all applicable anti-bribery and anti-corruption laws, including the United States Foreign Corrupt Practices Act, as amended, and all applicable anti-bribery and anticorruption laws in the countries where Seller may be located or do business on Buyer's behalf (collectively, the "*Anticorruption Laws*"). Seller hereby warrants that it understands the Anticorruption Laws and shall strictly comply with all applicable Anticorruption Laws. Seller shall refrain from taking any action that would cause Buyer to be in violation of any Anticorruption Law.

**14. SUPPLIER CODE OF CONDUCT:** Seller acknowledges that conducting business in accordance with the highest ethical standards is fundamental to Buyer. As a condition of Buyer purchasing goods or services from Seller, Seller agrees to adhere to the standards set forth in Buyer's Supplier Code of Conduct, available at, [www.albemarle.com/supplierresources](http://www.albemarle.com/supplierresources), which are hereby incorporated by reference.

**15. EXPORT/IMPORT CONTROL:** Seller shall immediately notify Buyer if it is or becomes listed on any excluded or denied party list of an agency of the U.S. Government or any other government or its export privileges are denied, suspended or revoked. Should Seller's goods or services originate from a foreign location, those goods or services may also be subject to the export control laws and regulations of the country in which the goods or services originate. Seller agrees to abide by all applicable export control laws and regulations of that originating country. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller, its affiliates, officers, employees, agents, suppliers or subcontractors at any tier. Buyer shall be responsible for complying with any applicable laws or regulations governing the importation of the articles into the Federal Republic of Germany. Buyer may be required to obtain information concerning working permit, citizenship or status of Seller's personnel for purposes of complying with applicable export-import laws. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

**16. INDEMNIFICATION:** Seller shall defend, indemnify and hold Buyer and its affiliated companies, and their respective officers, directors, employees, agents and representatives, harmless from any and all loss, liability, cost and expense (including litigation costs and attorneys' fees) resulting from any claim, suit or action (hereafter "Claim") made or brought:

- a) For actual or alleged infringement of any copyright, trademark, or patent against Buyer, its customers, users of its products and its and their successors and assigns, or any of them, in any way arising out of or involving the manufacture, sale or use of goods delivered hereunder;
- b) To recover damages or obtain other relief for injury to person (including death) or property in any way arising out of Seller's performance of this Contract, including Claims brought by any employee of Buyer or Seller or involving the presence of any person upon Buyer's premises, unless such injury results solely from the gross negligence of Buyer; or
- c) To recover damages or obtain other relief or to obtain or impose a fine or civil or criminal penalty in any way arising out of any incident involving bodily injury, death and/or property damage due to, or any violation or alleged violation of any federal, supranational, national, state, regional, provincial or local law or regulation with respect to, any pollution damage whatsoever, unless such incident, spill or pollution and associated cleanup results solely from the gross negligence of Buyer.

**17. INSURANCE:** In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or on property of Buyer's customers, Seller shall, at all times prior to full delivery hereunder, maintain with an insurance company or companies, having an equivalent of A.M. Best rating of A-VIII or higher, public liability insurance, general products liability insurance, professional and employer's liability insurance, each in the minimum amount of EUR 1,000,000 combined, single-limit per occurrence or in an amount that is commercially reasonable insurance protection in light of the goods and services being purchased hereunder, whichever is greater. In addition, Seller shall maintain all insurance coverages required by law, including employer's liability insurance. The insurance coverages specified herein are not intended and shall not be construed as limiting Seller's liability or Buyer's right to indemnity hereunder. Upon Buyer's first request, Seller shall provide Buyer with certificates of insurance evidencing such coverage within a period of fifteen (15) days after such request.

**18. ON SITE SUPPLIERS:** In the event the performance of the Order requires Seller to perform services on the premises of Buyer, Seller shall comply with Buyer's Health Safety and Environment (HSE) requirements.

**19. LIENS:** Seller shall not put, suffer, or permit any lien, attachment, or encumbrance on Buyer's premises or any improvement to be constructed thereon for or on account of any work or materials furnished hereunder or by reason of any other claim or demand by or against Buyer, Seller or any subcontractor or supplier of materials. Seller shall protect, defend and indemnify Buyer from and against any and all demands, costs, claims and liability (including reasonable attorneys' fees) arising out of any such lien, attachment or encumbrance.

**20. WAIVER:** Buyer's waiver of any breach of this Contract by Seller shall not be a waiver of any other breach hereof by Seller. Waiver of any breach or of rights under this Contract will not be implied from Buyer's failure to insist in any case upon strict performance of this Contract.

**21. GOVERNING LAW:** This Contract, and any disputes arising out of or relating to this Contract, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on the International Sale of Goods shall not apply to this Contract or any purchase hereunder. Any action or proceeding directly or indirectly arising out of or relating to this Contract shall only be brought, heard, and determined in the Courts of the Federal Republic of Germany. Seller hereby irrevocably submits and agrees to the exclusive jurisdiction and venue of such courts with respect to any such action or proceeding, and irrevocably waives any and all objections to personal jurisdiction and inconvenient forum, and agrees that process may be served upon it in any such action or proceeding by registered mail directed to the address indicated in the Order.

**22. DISPUTE RESOLUTION:** If any dispute arises out of or in connection with this Contract, prior to the commencement of litigation or other formal legal action, officers or other senior management representatives of the parties with authority to settle the dispute, will, within ten (10) days of a written request from one party to the other, meet in good faith in an attempt to resolve said dispute.

**23. BOOKS AND RECORDS:** For a period of three (3) years after the completion of all work under the Order, or as required by applicable law, if longer, Seller shall maintain and preserve, consistent with generally accepted accounting procedures, documentation and data (including but not limited to written and electronic records,

books of account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) pertaining to the supply of goods or services to Buyer. At all times, Seller shall permit representatives of Buyer or its designee to review, audit, examine and/or reproduce such documentation and data and to interview Seller's personnel in connection therewith, as Buyer may determine necessary, to monitor and/or verify Seller's compliance with the terms of any contractual agreement with Buyer and/or with respect to the supply of such goods or services.

**24. DRAWINGS AND DOCUMENTATION:** Regardless of any markings or statements on drawings and/or other documentation provided with purchased equipment, Buyer shall have the right to share such drawings and/or other documentation with vendors and potential vendors in order to maintain and purchase replacement parts for the equipment.

**25. INDEPENDENT CONTRACTOR:** In performing any services hereunder, Seller is and shall perform only as an independent contractor with sole responsibility for and authority over all persons employed or engaged by Seller, including without limitation exclusive liability for the payment of all federal, supranational, national, state, regional, provincial or local unemployment and disability insurance and all social security and/or other taxes and contributions payable in respect of such persons, from and against which liability Seller agrees to defend, indemnify, exonerate and hold Buyer harmless. The activities of all persons employed or engaged by Seller shall be controlled by Seller at all times but Buyer may object to, and Seller will not use, to perform on Buyer's premises any services under the Order, any person who does not comply with Buyer's rules applicable to its own employees.

**26. SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Contract will otherwise remain in full force and effect.