



## **GENERAL PURCHASING CONDITIONS ("GPC") OF MHP TRADE B.V.**

Version 1.0. – March, 2025

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#### **PREAMBLE**

(i) These GPC are the General Terms and Conditions that are applied to all Agreements entered into by MHP Trade B.V. and all other parties, pursuant to which MHP Trade B.V. purchases products, goods and services, unless the Parties agree otherwise in writing.

(ii) Unless the Parties agree otherwise in writing, these GPC shall also apply to further or additional Agreements between MHP Trade B.V. and the Seller even if such further or additional Agreements do not explicitly state that the GPC shall apply.

(iii) These GPC are an integral part of each Agreement, provided that such Agreement directly refers hereto.

(iv) These GPC become effective and govern the relationships between the Parties to the Agreement since the date of such Agreement and remain valid for the entire term of the Agreement.

## 1. DEFINITIONS

1.1. Whenever capitalized in these GPC as well as in all Agreements referring to the GPC, the below terms shall have the following meaning:

**General Terms and Conditions** or **GPC** refers to these General Terms and Conditions, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and are an integral part of the General Terms and Conditions.

**Agreement** means:

- Any agreement signed by the parties, an additional agreement to it or other annexes to it;
- Purchase Order Confirmation or a commercial invoice, issued in accordance with this GPC; pursuant to which the relationships arise between the Parties regarding the delivery of Goods and/or Services and other related relationships.

**Original of Agreement/document** means the agreement and any document signed in handwriting on paper or an electronic document in pdf format signed in an acceptable way:

- Signed with an electronic digital signature in accordance with applicable legislation;
- Signed with electronic signatures created using services like DocuSign, DocHub, HelloSign, SignNow, Adobe, or other approved services.

**MHP Group** shall mean both together and separately, MHP SE, the parent company of MHP Group, having its registered office at Cyprus, and all its Subsidiaries.

**Subsidiary Company** means any company in which MHP owns or controls directly or indirectly >50% voting rights.

**Purchaser** means MHP Trade B.V., having its registered office at Stroombaan 16, 1181 VX, Amstelveen, The Netherlands (Chamber of Commerce no. 71930973), and/or its affiliates.

**Seller** means a legal entity that enters into an Agreement with Purchaser.

**Goods** means goods, products and/or services specified in the Agreement.

## 2. THE SUBJECT OF THE AGREEMENT

2.1. The Seller shall sell and deliver, and the Purchaser shall accept and pay for the Goods in accordance with the GPC and the Agreement.

2.2. The range, quantity, term of delivery and price of the Goods shall be specified in the Agreement and/or its Annexes.

## 3. THE GOODS PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT

3.1. The Purchaser shall pay to the Seller the price for the Goods according to the price specified in the Agreement and fixed in the currency indicated in the Agreement. The prices will remain firm over the total period of execution of the Agreement and cannot be changed. Whenever the GPC refers to Incoterms, it shall mean the edition of Incoterms specified in the Agreement. If the Agreement does not specify Incoterms edition, Incoterms 2020 shall apply.

3.2. Payments shall be made in accordance with the terms and requisites specified in the Agreement.

3.3. The day of payment is the date of the write-off of funds from the Purchaser's bank account.

3.4. All bank charges related to transfer of payments under the present Agreement in the Purchaser's country shall be paid by the Purchaser and all charges in the Seller's country shall be paid by the Seller.

3.5. In case of a delay in payment due to the financial monitoring of the bank, including but not limited to the reason of the discrepancy between the Seller's country of registration and the country of the Seller's bank, the Parties herein acknowledge, that such delays of receipt of payments to the Seller's account are beyond the Parties' control and do not cause the Purchaser's default and/or any liability for delay in payment. Herewith, in order to eliminate the causes of the delay in payment, the Parties take all actions depending on them, including the provision of the bank account acceptable to the Purchaser.

3.6. Payments may be made by a third party with the consent of the Purchaser. Such a third party - the payer shall comply with the provisions of Section 8 of the GPC. A payer change notification shall be submitted by the Purchaser in writing on an official letterhead in English or translated into English with obligatory indication of the bank details of the third party, the payer.

3.7. On its own initiative, the Purchaser may send the Seller via e-mail the reconciliation act listing the results of conducted operations (e.g., quantity of delivered products, financial data etc.). The Seller shall not later than 3 (three) working days after the receipt of the reconciliation act submit the scanned copy of the reconciliation act signed on its behalf (if necessary, indicating its comments in case of discrepancies).

If the Seller fails to provide a scanned copy of the reconciliation act under this clause 3.7, the reconciliation act shall be deemed accepted by the Purchaser in full without comments and signed by the Seller. Upon request of the Seller, the Parties shall conduct verification, in accordance with the procedures stipulated in this clause 3.7, on a monthly basis.

3.8. The Seller shall provide the Purchaser with the following documents upon completion of the provision of services and/or performance of work for approval and signature: two copies of the Act of acceptance regarding the services provided or the work performed, signed by an authorized person and sealed with the seal of the Seller, drawn up in accordance with the requirements of Dutch law.

#### **4. DELIVERY TERMS AND CONDITIONS, ACCEPTANCE OF THE GOODS AND WARRANTY**

4.1. Delivery of the Goods shall be made on terms and according to Incoterms delivery basis specified in the Agreement. The provisions of the Agreement on the transfer of ownership do not affect the validity of the provisions on transfer of risks according to Incoterms.

4.2. The range, quantity, price and delivery terms of the Goods, other conditions ("Delivery Terms") are agreed by the Parties in the Agreement and may be additionally agreed by the Parties by e-mail.

4.3. Part shipments and early (preliminary) deliveries of the Goods shall be acceptable after receipt of written Purchaser's consent. One item of the specification must be delivered simultaneously, unless the Agreement expressly states otherwise.

4.4. In case of delay of delivery irrespective of the reasons for delay, the Seller shall immediately inform the Purchaser in writing.

4.5. All permits required for delivery hereunder in the country of the Seller shall be obtained by the Seller, the Seller shall also pay for all possible charges and costs related to the obtaining such documents, unless the Agreement expressly states otherwise.

The Seller undertakes to supply Goods free from any legal encumbrance either public or private, preventing further title transfer for the Goods to the Purchasers. In the event of: (i) inability for the Seller and/or any of its supplier(s) to clear the Goods for export; and/or (ii) arrest(s) of the Goods, either state or private, preventing title transfer for the Goods to the Purchaser; (iii) other public detention of the Goods,

The Purchaser shall be entitled to postpone any of its respective payments due until the Goods: (i) become free from any encumbrance (either state or private); and (ii) are custom cleared for export, whereas respective customs declaration on export is presented to the Purchaser; and (iii) shipped to the designated destination.

Such postponement of the payment(s) shall not be considered as Purchaser's violation or default of the Agreement.

4.6. All permits required for delivery hereunder in the country of the Purchaser shall be obtained by the Purchaser, the Purchaser shall also pay for all possible charges and costs related to obtaining such permits.

4.7. All customs duties, other duties, taxes and expenses related to signing and fulfilment of this Agreement in the Purchaser country shall be paid by the Purchaser. Equivalent customs duties,

other duties, taxes and expenses related to signing and fulfilment of this Agreement in the Seller country shall be paid by the Seller unless the Agreement provides otherwise.

4.8. Type of packaging for Goods manufactured in the European Union (EU): a package that meets EU standards and rules related the cargo safety. Package of Goods shall ensure preservation of the Goods during transportation, loading and unloading under normal circumstances. Failure to meet this condition shall be treated as supply of deficient Goods. Packing wooden materials shall be subject to quarantine control as a material that accompanies the Goods and shall be snagged, thermally modified or decontaminated, as well as labelled at each of the two opposite parties pursuant to the phytosanitary requirements under ISPM standard 15.

4.9. The representative of the Purchaser is entitled to check the quantity and physical appearance of the Goods before its loading into a vehicle or a container. For this purpose, the Purchaser shall notify the Seller by e-mail of the intention to send its representative no later than 3 (three) calendar days prior to the start of loading.

4.10. Quality of the supplied Goods shall be fully compliant with conditions of Agreement. The Seller warrants that it has all rights and powers to deliver the Goods, and that the fulfilment of its obligations under this Agreement does not infringe Seller's obligations before any third parties.

4.11. Final acceptance of Goods shall be made according to the terms of the Agreement.

4.12. The Seller shall provide a warranty for Goods for the period specified in the Agreement. In the absence of such a period in the Agreement, it is 12 calendar months from the date of transfer of ownership of the Goods to the Purchaser.

4.13. In case of non-compliance of the Goods and/or additional services with the terms of the Agreement, including in the event of such discrepancies during the warranty period, the Purchaser notifies the Seller by e-mail to send a representative. In the absence of a response from the Seller and/or failure to send a representative within 5 working days from the date of notification by the Purchaser, the Purchaser draws up an act of disagreement, which is a sufficient basis for requesting delivery/replacement of non-conforming Goods, entirely at the Seller's expense.

## **5. SHIPPING DOCUMENTS FOR THE GOODS**

5.1. The list of documents to be provided by the Seller to the Purchaser:

- Depending on the basis of delivery, in 1 original the consignment note (international transport consignment note/air waybill), the export customs declaration (in 1 attest copy by Seller), bill of lading with the marks: "Shipped on Board", "Freight Prepaid" (in 1 original) and/or CMR
- Invoice (in 4 originals)
- Packing list (in 4 originals)
- Insurance policy for CIF/CIP (in 1 original)
- Certificate of quality (analysis) (in 2 originals)
- Certificate of origin (in 1 original)
- For the supply of goods from the European Union (EU) EUR.1 certificate (in 1 original) or authorization number of the Supplier as an approved exporter in his country of registration
- Certificate of origin, which confirms the country of origin of the goods
- For equipment a manufacturer's declaration (if a European Union manufacturer declares compliance with EU requirements) - in 1 original
- Another list and/or number of documents at the request of the Purchaser

5.2. The documents shall be executed in English. Any other language required should be specified in the Agreement.

5.3. The Seller shall provide the Purchaser by e-mail with the draft documents for its approval 10 (ten) business days before the date of loading into vehicles or containers of the respective Goods consignment.

5.4. The Purchaser shall within a period not exceeding 2 (two) business days from the date of receipt of the draft documents from the Seller in accordance with Clause 5.3. of the GPC, confirm

the accuracy of information indicated therein and correctness of their execution or present substantiated comments.

5.5. On the dispatch date the Seller shall send the Purchaser via e-mail copies of completed documents which will accompany the Goods.

## **6. FORCE-MAJEURE AND PROHIBITIONS**

6.1. Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to:

- Natural disasters
- Strikes (legal and illegal)
- Warfare
- Anti-terrorist operations
- Civil unrest
- Blockade
- Embargo
- Export/import bans
- Quotas
- Changes in legislation
- Other actions of ecological, technogenic, military and social nature

6.2. In case of a Force Majeure Event, the Party to which it has occurred shall notify the other Party in writing of the fact of its occurrence no later than:

- The date of commencement of performance obligation which such circumstances make impossible
- Within 2 working days if performance has already begun

6.3. Force Majeure must be confirmed by Chamber of Commerce or authorized body.

6.4. Force Majeure Event automatically extends performance period.

6.5. If Force Majeure continues over 30 calendar days, either Party may terminate with 5 days notice.

6.6. The Purchaser and/or Seller shall have right to terminate Agreement with immediate effect in case of:

- Office/facility shutdown due to war/pandemic
- Transport disruption
- Supply chain breakdown

## **7. NOTIFICATION**

7.1. The procedure and methods of sending notices and other messages by the Parties are defined in the GPC and the Agreement.

7.2. All notices shall be in writing via:

1. Letter with return receipt
2. Email to designated address
3. Messaging systems (SMS, WhatsApp, etc.)

7.3. Paper documents must be scanned and emailed first, originals to follow.

7.4. Notices deemed received:

- Immediately if sent electronically
- Upon receipt if mailed, but no later than 10 days after sending

7.5. Sender bears burden of proof of delivery.

## **7. NOTIFICATION**

7.1. Notices must be in writing via:

- Mail with return receipt

- Email to designated address
- Messaging systems (if agreed)

7.2. Originals must follow electronic communications.

## **8. SANCTIONS**

8.1. The Parties (their managers, representatives, staff, ultimate beneficial owners (individuals), shareholders) undertake to comply with the Agreement and carry out activities in strict compliance with the principles of legality and transparency, avoiding any offences/illegal actions in accordance with the highest standards of business ethics and compliance, intolerance fraud, bribery, corruption and money laundering, including their use to finance or support any activity that may violate the above guarantees. Additionally, the Parties guarantee on the date of the Agreement and at any time during the term of validity of the Agreement the absence of:

8.1.1. The violations of laws related to money laundering and terrorist financing, or violations that qualify as fraud, tax evasion or other economic crimes. This condition does not apply to offenses or crimes less than 3 (three) years after the indictment or in case of an availability of amicable settlement, as well as if the Party confirms to the other Party that the allegations are unfounded and there is no verdict of the competent authority of the state.

8.1.2. The sanctions, namely: trade, economic, financial or other sanctions, rules, embargoes or restrictive measures imposed (including after the date of signing the Agreement) by the body responsible for imposing sanctions. "Sanctions Authority" means the competent authority of the United States, the United Nations, the United Kingdom, the European Union, including its Member States, and Ukraine, the countries of registration of the Parties (including their founders and ultimate beneficial owners (individuals)); any departments of the above-mentioned bodies or governments empowered to impose sanctions in the countries mentioned above.

8.1.3. The residence of the Party (its founders/ultimate beneficial owners (individuals)/shareholders with a share of more than 10%) in the prohibited territory.

8.1.4. Activities of the Party in the prohibited territory, which means that the Party has no representative offices and/or offices in the prohibited territory, as well as the absence of registered and/or located in the prohibited territory suppliers, buyers, subcontractors, carriers, producers, consignees other partners of the Party, which involved in the execution of the Agreement or in the route of payments on it.

8.2. "The prohibited territory" means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding existence of abovementioned Sanctions Rules restricted territories include the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporary occupied territories of Ukraine other countries or territories in which the sanctions, specified in clause 8.1.2, are extended above.

8.3. Either Party may by sending a prior written notice to the other Party suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages and compensation) if it receives notice/information of breach of guarantees by the other Party under clause 8.1.

8.4. In order to verify compliance with the above, the Parties have the right to request during the term of the Agreement, and the other party is obliged to provide on request and/or on its own initiative reliable documents and/or information (including receiving from official bodies) necessary for verification or establishment/clarification, including but not limited to:

- Identification and verification of the Party (representative), verification of the signatory's authority
  - The ultimate beneficial owner (individual) or its absence, including ownership structure
  - The purpose and nature of the business relationship
  - Compliance with sanctions regulations

## **9. COMBATING CORRUPTION AND BRIBERY**

9.1. The Parties shall adhere to anti-corruption legislation, applicable to each of the Parties. None of the Parties shall give or agree to give any person or accept or agree to accept from any person on behalf of the other Party any gift, payment, remuneration, financial, non-financial advantages or benefits of any kind or any right, which is an illegal or corrupt practice under the applicable legislation.

9.2. MHP Trade B.V. and all MHP Trade B.V. business partners operate to be fully compliant with the principles of legality and transparency, under the highest standards of business ethics and intolerance of fraud, bribery, and corruption and avoiding wrongdoings.

9.3. Each Party undertakes and warrants to the other Party that the Party, its affiliates, employees, or representatives do not receive, pay or offer any funds (or other values and benefits) to influence actions or decisions to obtain unlawful advantages or achieve other illegal purposes.

9.4. Each Party undertakes and warrants not to take any other actions violating the requirements of national anti-corruption and anti-bribery legislation and international standards on combating money laundering.

9.5. The Parties undertake not to use received funds and/or property to finance or support any activity that may violate applicable law, including anti-corruption requirements.

9.6. Each Party including its employees undertakes not to offer, not to give, not to promise or agree to provide to the representatives of the other Party or their relatives, directly or indirectly, any unlawful funds or other property, privileges, services, intangible assets, or other benefits, in order to obtain, provide or encourage the receipt/provision of unlawful or unreasonable benefits in their favor.

9.7. Upon the first request, each Party undertakes to provide the other Party with written information on all types of business hospitality provided above the other Party's approved business hospitality limit.

9.8. Each Party undertakes to ensure that there is no actual or potential conflict of interest while signing and executing an Agreement. If the Party becomes aware of any existing or potential conflict of interest, it shall notify the other party immediately.

9.9. If any Party, including its employees, breaches the above obligation, the other Party might terminate an Agreement immediately and unilaterally, and to claim damages caused. MHP Trade B.V. immediately blocks a business partner and stops any potential cooperation with him in case of such violations.

## **10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

10.1. The terms and conditions of the Agreement and any other information transferred by one Party to the other Party in fulfilling the terms and conditions of the Agreement shall be confidential ("Confidential Information") and may not be disclosed by any Party without a prior written consent of the other Party.

10.2. Any Party may disclose Confidential Information without consent of the other Party in the following cases:

1. To state bodies, authorized to request such information in accordance with the legislation that applies to such Party, with a written notice to the other Party in virtue of the properly executed request by the public authority to provide specified information;

2. To judicial authorities and their authorized representatives for the purpose of protection and implementation of the rights under an Agreement;

3. To servicing bank (banks) with the aim of fulfilling obligations under an Agreement.

10.3. Except for the cases specified in Clause 10.2 the Purchaser is entitled to disclose Confidential Information without consent of the Seller to the following persons:

- The companies within MHP Group; and
- Contractors, including consultants, advisers and auditors.

10.4. Except to the extent required under applicable law or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Purchaser or, if requested, destroyed on termination or expiry of the Agreement.

10.5. In the case of images on the Goods of trademarks, trade names, logos, etc., belonging to the Purchaser (hereinafter all together in the text - the objects of MHP intellectual property rights), the Seller undertakes not to infringe any MHP intellectual property rights, including not to sell the Goods with the image of the Purchaser's intellectual property rights to third parties, not to use otherwise in their own business, etc., as well as dispose of such Goods within 15 calendar days in case of termination of the Agreement with the Purchaser and/or return of defective Goods.

## **11. LIABILITY OF THE PARTIES**

11.1. The Seller shall be liable to compensate the Purchaser for all losses, including repayment of penalties imposed on the Purchaser by third parties in connection with non-fulfillment or improper fulfillment of this Agreement by the Seller.

11.2. All penalties shall be paid by the Seller in addition to the recovery of losses resulted from failure of the Seller to perform and/or unduly perform its obligations under the Agreement.

11.3. The Seller shall compensate all losses and shall repay penalties within 10 (ten) working days following the date of Purchaser's claim (complaint). Shall the Seller refuse to compensate for the losses and to repay penalties within indicated period, the Purchaser shall have the right to withdraw full amount of losses and penalties due from any sums payable by Purchaser under this Agreement.

11.4. The Seller shall compensate Purchaser for all losses in case the customs bodies in the Seller and/or Purchaser country do not confirm preferential origin of Goods based on the certificate EUR.1 or Certificate of origin (CO) provided by the Seller. This is verified by checking paragraph 4 of the certificate.

11.5. In case of shipment delay resulting from the Seller's fault for the period exceeding 30 (thirty) business days, the Purchaser shall have the right to prematurely terminate this agreement; the Seller, in its turn, shall be obliged to return all amounts already paid up by the Purchaser within 3 banking days following Purchaser's written request.

11.6. No Party shall be liable for any indirect losses, including loss of benefit, which resulted from defect or Goods standby, such as for instance decline in production, income shortage, failure of contracts with third parties, etc.

## **12. APPLICABLE LAW AND ARBITRATION**

12.1. The Agreement and any ensuing Parties agreements shall be governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

12.2. All disputes, controversies or claims arising out of or in connection with the Agreement and any ensuing Parties agreements, including disputes relating to its formation, validity, interpretation, execution, breach, termination or nullity shall be finally settled in the following order:

12.2.1. If the amount of the claim does not exceed 50,000 euros - by the competent court in Amsterdam, the Netherlands, with proceedings conducted in English.

12.2.2. If the amount of the claim exceeds EUR 50,000 - by the Netherlands Arbitration Institute (NAI) in accordance with its arbitration rules by one arbitrator appointed in accordance with these Rules. The place of arbitration shall be Amsterdam, the Netherlands. The language of the arbitration proceedings shall be English.

12.3. If a dispute, controversy or claim arises out of or in connection with the Agreement between the Parties that are residents of the same country, clause 12.2 of the GPC shall not apply to such dispute, controversy or claim and it shall be settled by a competent court of the country of residence of the Parties, as specified in Agreement.



### **13. TERMS, SUSPENSION OR AND TERMINATION OF THE AGREEMENT**

13.1. The Agreement shall remain in force and effect during the term agreed by the Parties or until the Parties fully perform their obligations under the Agreement or until terminated pursuant to this Clause 13.

13.2. The Agreement (similarly, according to the terms of this section, any annex or appendix to it) may be terminated by either Party in case of a Force Majeure Event in accordance with Clause 6 of the GPC, by sending a written notice to the other Party at least 5 business days before the scheduled date of termination of the Agreement, without the other Party being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.3. The Purchaser may terminate the Agreement unilaterally by sending a written notice to the Seller not less than 10 (ten) business days before the scheduled date of termination of the Agreement, without the Seller being entitled to claim any damages or compensation, in case:

- The Seller fails to perform or otherwise breaches the Agreement
- A petition on initiation of bankruptcy or financial recovery procedure of the Seller is filed
- The Seller becomes insolvent
- Initiation of dissolution or reorganization of the Seller
- Performance under the Agreement becomes illegal for the Purchaser

The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.4. The Purchaser may terminate the Agreement unilaterally at any time without cause by sending a written notice to the Seller not less than 30 (thirty) business days before the scheduled date of termination of the Agreement, without the Seller being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date of termination, specified in the notice of termination.

13.5. Upon the expiration or termination of Agreement for any reason: (a) Each Party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) The Purchaser will promptly notify the Seller of all Seller's Confidential Information in the Purchaser's possession and, at the expense of the Purchaser and in accordance with the Seller's instructions, will promptly return, transfer to the Seller or destroy (at the Seller's option) and keep confidential all such Seller's Confidential Information.

13.6. In case of suspension or termination of Agreement according to these GPC the Seller shall return to the Purchaser received advance payment (prepayment) for the Goods:

- On the day of sending such notice by the Seller if the contract is suspended or terminated at his initiative
- Within 5 calendar days from the date of receipt by the Seller of the notification from the Purchaser if the Agreement is suspended or terminated at his initiative

### **14. SURVIVAL**

All clauses that would be reasonably expected to survive termination of the Agreement, survive, including but not limited to:

Clause 10 (Confidentiality and Intellectual Property)

Clause 11 (Liability of the Parties)

All warranties and indemnities

Any payment obligations accrued before termination

Any other provisions which by their nature should survive termination

### **15. ASSIGNMENT**

15.1. The Seller may not assign the Agreement, or any of its rights or transfer any of its obligations under the Agreement to a third party without the Purchaser's prior written approval.

15.2. The Purchaser may assign its rights and transfer its obligations under the Agreement in part or in full to another company of the MHP Group without the Seller's prior written approval.

15.3. Otherwise, neither Party shall assign its rights or transfer its obligations under the Agreement (including by operation of law) or otherwise delegate its rights and/or obligations in whole or in part or subcontract any duty or obligation under the Agreement to any third party without the prior written approval of the other Party.

15.4. This clause shall be enforceable against third parties as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

## **16. ENTIRE AGREEMENT**

16.1. The terms of an Agreement (including these GPC and any other terms and conditions forming part thereof) state the entire understanding and agreement between the Parties as to the sale of Products and performance of Services under that Agreement and will supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between Purchaser and Seller with respect to the subject thereof.

16.2. The Parties expressly acknowledge that, in entering into an Agreement, no reliance has been placed on any representations which have not been incorporated as part of that Agreement.

## **17. VARIATIONS AND AMENDMENTS**

17.1. The Purchaser may unilaterally amend the GPC by posting an updated edition of the GPC on its website and/or by giving a notice to that effect to the Seller.

17.2. Any amendment to the GPC shall come into effect:

(i) For all existing Agreements immediately upon notification of such amendments by the Purchaser to the Seller;

(ii) For all Agreements referring to such amended GPC from the date of such Agreement.

17.3. An Agreement may be amended by mutual agreement of the Parties, except where the unilateral amendment is expressly allowed by these GPC and/or the Agreement. Any amendments to the Agreement shall be made in writing and signed by duly authorized representatives of each Party. All and any amendments shall constitute an integral part of the Agreement.

## **18. SEVERABILITY**

18.1. If any provision or a part of any provision of the GPC and/or the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision and the remaining provisions of the GPC and/or the Agreement shall not in any way be affected or impaired thereby.

18.2. The Parties agree to modify or to use all reasonable endeavors to substitute any illegal, invalid or unenforceable provision with a legal, valid or enforceable provision in order to achieve to the greatest extent possible the intended effect of the provision or part of the provision to be modified or replaced.

## **19. MISCELLANEOUS**

19.1. The Parties shall notify each other about changes of their location, address, e-mail address or phone number designated by the Party for the receipt of notices or about changes of their bank details within 3 (three) calendar days of the change by sending a written notice as specified in Clause 7.

19.2. Each Party that has signed the Agreement warrants that its signatory is fully and irrevocably authorized to sign the Agreement on behalf of such Party.

19.3. At the request of the Party, the other Party shall provide within reasonable term (however not later than within 1 (one) month after the date of the receipt of the request) all documents

confirming legal authority of the person signing the Agreement on behalf of such Party, and tax resident certificate, in the form stipulated by the legislation of the country of the Party requesting such a certificate.

19.4. The Parties hereby confirm that signing of an Agreement does not require additional approvals/decisions of executive bodies. The Party confirms that the information provided by it during the preliminary due diligence is true and correct.

19.5. Each Party confirms that it is a tax resident of the country of its registration. The place of registration shall be determined in accordance with the information indicated in the Agreement and documents provided by the Party during the preliminary due diligence.

19.6. In case of any discrepancies between the terms and conditions of the Agreement and the GPC, the terms and conditions of the Agreement shall prevail.

19.7. For the avoidance of doubt, the Purchaser's rights and remedies under these GPC are not intended to be limited or exhaustive. They are without prejudice to any other rights or remedies of the Purchaser by virtue of law, any Agreement, these GPC or otherwise.

19.8. Arrangements with or promises by the Seller's representatives or officials shall not bind the Seller, unless these arrangements or promises are confirmed by the Seller in writing.