

GENERAL PURCHASING TERMS

AND CONDITIONS OF ELKOND HHK, a.s.

1. Scope

These General Purchasing Terms and Conditions shall apply to all purchase orders (for the supply of materials, goods and/or services) of ELKOND HHK, a.s. (hereinafter “Buyer” or “ELKOND HHK”) unless the Parties agree otherwise.

2. Purchase Order

2.1 These General Purchasing Terms and Conditions shall constitute an integral part of any purchase order between ELKOND HHK and the supplier (hereinafter “Supplier”) as of the moment of acceptance of the purchase order by the Supplier. For a purchase order to be valid, it must be issued in a written form and duly signed by a person authorised to act on behalf of the Buyer. The Buyer shall have the right to place purchase orders via electronic mail in form of an e-mail message with an enclosed scanned copy of the purchase order. For any modification of or supplement to a purchase order to be valid, it must be pre-approved by the Buyer in writing.

2.2 If the supply under a purchase order is to be delivered through a third party, whether if full or in part, such delivery shall be subject to the Buyer’s prior approval.

3. Purchase Order Confirmation; Supplier’s General Commercial Terms and Conditions

3.1 The Supplier shall confirm the acceptance of the Buyer’s purchase order in writing without undue delay. Subject to an express agreement between the Buyer and the Supplier, the Supplier may confirm the acceptance of a purchase order via electronic mail (by e-mail). If the Supplier fails to confirm the Buyer’s purchase order in writing and deliver the confirmation to the Buyer within a reasonable time, but not later than three working days from the date of issue of the purchase order, the Buyer reserves the right to cancel/withdraw the purchase order without any costs to the Buyer. Such cancellation/withdrawal by the Buyer shall be deemed made in a timely manner if a written notice thereof has been sent to the Supplier before the receipt of the purchase order confirmation by the Buyer.

3.2 If the Supplier’s confirmation of the purchase order deviates from the Buyer’s purchase order, the Supplier must clearly indicate any such change or deviation from the purchase order in the confirmation. The Buyer shall be bound to accept only a deviation or change that has been expressly approved by the Buyer in writing. The receipt of any goods and/or service by the Buyer supplied by the Supplier shall not be deemed to constitute approval of any such change or deviation.

3.3 The Supplier’s general commercial terms and conditions shall apply only if they have been expressly approved by the Buyer in writing. Any reference in the Buyer’s purchase order to any documents included in the Supplier’s quotation shall not constitute the acceptance of any Supplier’s general commercial terms and conditions by the Buyer.

3.4 Any general commercial terms and conditions of the Supplier and/or any third parties that have been made available to the Buyer in writing or in an electronic form along with the delivery of any software products shall not be binding upon the Buyer, including without limitation cases where the Buyer or any third party (such as the Buyer’s employees, advisors or customers) takes a step which, based on such general commercial terms and conditions, implies entry into an agreement, or where the Buyer sends to the Supplier a software registration, unless such general commercial terms and conditions have been expressly approved by the Buyer in writing.

4. Delivery Deadline and Consequences of Delay

4.1 Unless expressly agreed otherwise, any delivery deadline shall commence on the date of issue of the Buyer’s purchase order. Where no specific delivery deadline has been agreed, the Supplier shall deliver the goods and/or the services without undue delay. The determination whether or not a delivery is made on time shall be based on the date when the goods and/or service has been received in the place of delivery specified by the Buyer. The determination whether or not a delivery involving on-site

assembly or installation is made on time shall be based on the date when the goods and/or service has been taken over by the Buyer. In case of a foreseeable delay, the Supplier shall promptly notify the Buyer and ask for the Buyer's statement whether or not the Buyer still insists on the delivery. In any such case, the delivery deadline shall be prolonged only if the Buyer confirms the prolongation in writing.

- 4.2 In case the Supplier fails to deliver the goods and/or service in time, irrespective of the Supplier's fault, the Buyer shall have the right to claim a contractual penalty of 0.05% of the price of the delayed delivery per day of the delay, until the delivery has been made in full. The payment of the contractual penalty shall not affect the Buyer's claim to compensation of damages exceeding the contractual penalty. In case the Supplier is in delay with the delivery of the goods and/or service and fails to make the delivery within a reasonable additional period of grace granted to the Supplier to remedy the delay, the Buyer is entitled to withdraw from the Contract. The foregoing shall apply irrespective of whether or not the Buyer has accepted delayed partial deliveries without reservations in the past. If the subject of delivery is a single supply, the Buyer shall not be obligated to grant any grace period.
- 4.3 If the Supplier notifies the Buyer that the Supplier is not able, or the Buyer reasonably foresees that the Supplier will not be able, to deliver the goods and/or service within the agreed delivery deadline, the Buyer is entitled to take all necessary actions to avoid the consequences and any imminent damage due to the Supplier's delay, and this at Supplier's costs and risk.
- 4.4 If any goods and/or service is to be delivered before the agreed delivery deadline, the Buyer reserves the right to charge the Supplier for any costs incurred by the Buyer in connection with the early delivery, such as storage or insurance charges etc., and to make the payment as if the delivery was made as agreed. The risk of damage to the goods shall pass to the Buyer only at the agreed date of delivery.
- 4.5 The Buyer shall have the right to withdraw from the Contract, whether fully or partially, if bankruptcy or restructuring proceedings have been initiated against the Supplier, or if the Supplier's ownership structure has changed. The Supplier shall inform the Buyer of any such matters without undue delay.

5. Transport; Delivery; Passage of Risk; Export Control

- 5.1 For supplies involving construction or installation and for services, the risk of damage shall pass to the Buyer as of the moment of acceptance of the delivery; for supplies not involving construction or installation, the risk shall pass to the Buyer as of the taking-over of the delivery in the place of delivery. The above terms of passage of risk shall apply irrespective of the agreed delivery terms (INCOTERMS).
- 5.2 Partial deliveries and deliveries of quantities higher or lower than ordered shall be accepted only on the basis of the Buyer's prior written approval. The Supplier shall deliver the goods to the Buyer's goods receipt unit in the place of delivery and within the delivery deadline specified in the purchase order. Every delivery must be accompanied by the Supplier's delivery note indicating exactly the contents of delivery, the purchase order reference, and all other information required by applicable laws.
- 5.3 The Supplier shall unconditionally respect the Buyer's requirements concerning the type of transport, forwarding and transport conditions. If the Buyer does not request any specific type of transport, the Supplier shall arrange the transport with a view to minimising costs. Should the Supplier fail to respect this requirement, the Supplier shall be liable for any costs incurred in consequence thereof. If any additional costs arise as result of speeding up of the delivery in order to meet an agreed delivery deadline, such costs shall be borne by the Supplier. If any non-compliance with the agreed delivery or transport conditions occurs, such as incomplete or missing transport documents or purchase order data or payment instruments, the Buyer reserves the right to refuse to accept the goods and/or service at the Supplier's cost and risk.
- 5.4 The Supplier shall comply with all applicable requirements of national and international export law, customs law and international trade law (hereinafter "International Trade Law") in respect of the goods and/or service to be supplied, and to obtain all required export and/or import licences, unless International Trade Law attributes the obligation to obtain export licences directly to the Buyer or a third party rather than the Supplier.
- 5.5 As soon as possible and no later than on the day preceding the date of delivery, the Supplier shall deliver to the Buyer in writing all information and data (specifically for each item listed in the purchase order confirmation, the transport document and the invoice) as the Buyer may need to comply with applicable International Trade Law in the countries of import and export, or re-export in case of resale of goods and/or services, including without limitation the following data per article and/or service:
 - all applicable export list numbers;

- the statistical code of an article as per the current statistical international trade classification and Harmonised System (“HS”) classification;
 - the country of (non-preferential) origin; and
 - the Supplier’s Declaration of Preferential Origin (for EU suppliers) or Certificates of Preferential Origin (for non-EU suppliers) (hereinafter “Export Control and International Trade Information”).
- 5.6 In case any changes occur in the origin and/or characteristics of the goods and/or service and/or the applicable International Trade Law, the Supplier shall update and deliver the Export Control and International Trade Information to the Buyer in writing as soon as possible and before the delivery date at the latest. The Supplier shall be liable for any costs and/or damage as may be incurred by the Buyer in consequence of any missing or incorrect Export Control and International Trade Information. If any such information is missing, the Buyer reserves the right to refuse to accept the Supplier’s invoice.
- 5.7 Where direct deliveries to the Buyer’s customers are necessary, the Supplier shall make such deliveries using neutral packaging and transport documents issued in the Buyer’s name. The Supplier shall deliver a copy of the transport documents to the Buyer.
- 5.8 The reservation of title by the Supplier in any form shall be excluded.
- 5.9 Prices shall be deemed to be inclusive of packing. Unless the Parties agree otherwise, the Supplier shall refund to the Buyer the value of any packaging material returned by the Buyer to the Supplier for reuse. The Supplier shall be liable for any damage incurred in consequence of any packing being inadequate to the nature of the delivery. In case of delivery of dangerous goods, the Supplier shall be obligated to respect all applicable laws, including without limitation those governing the type of packaging, labelling and use of transport vehicles.

6. Delivery Interruption; Purchase Order Cancellation

- 6.1 The Buyer reserves the right to request the delivery to be interrupted at any time during the process. If the duration of interruption exceeds six months, the Supplier shall present to the Buyer proof of any costs incurred by the Supplier in consequence of the interruption and to claim from the Buyer compensation for the costs exclusively supported by such proof. The Buyer shall not be liable to the Supplier for any lost profit. The Supplier shall not be entitled to claim compensation for any costs incurred in consequence of any interruption lasting less than six months, or in case of an interruption lasting more than six months, for any costs incurred during the first three months.
- 6.2 The Buyer shall have the right to withdraw from the Contract, whether fully or partially, if the Supplier’s obligations have been breached, irrespectively of the Supplier’s liability. Such withdrawal shall become effective on the date of delivery of the notice of withdrawal to the Supplier. In such case, the Supplier shall have the right to issue an invoice for any deliveries to the Buyer made until the moment the withdrawal has become effective.

7. Invoices; Set-off of Receivables

- 7.1 After the delivery of the goods and/or service, the Supplier shall issue an invoice and deliver it to the Buyer’s registered address without undue delay; such invoice shall be issued in one copy indicating all information as per the Buyer’s purchase order (including the purchase order reference) and in accordance with generally binding legal regulations. Copies of the invoice shall be designated as duplicates. The Supplier’s invoices must be issued and structured in an appropriate manner to facilitate the check thereof against the purchase order and control by the Buyer. Where the invoice is issued under an existing Contract, in addition to the indications referred to in the preceding sentence, the Supplier’s invoice must indicate the Contract reference and a contact person. The Supplier’s invoices for services or installation works must be accompanied by a document confirming receipt of the delivery being invoiced (e.g. Statement of Works or Acceptance protocol) by the Buyer. The Supplier’s invoices for goods subject to export licences must indicate compliance with all requirements for goods labelling. Where the Supplier’s registered address is within the EU, the Supplier shall provide its VAT ID not later than with the delivery of the invoice.
- 7.2 The Buyer reserves the right to return any invoice not conforming to Article 7.1 back to the Supplier. Such returned invoice shall be deemed to have not been delivered to the Buyer at all. Any new invoice issued by the Supplier must comply with the provisions of Article 7.1.
- 7.3 The Supplier shall not be allowed to transfer any Supplier’s receivables towards ELKOND HHK to third parties, or pledge them or use them in any other manner as an object of a legal act, without the Buyer’s

prior written approval. The Supplier shall not be entitled to set-off any receivables towards the Buyer against any Buyer's receivables towards the Supplier.

8. Payment Terms

- 8.1 The deadline for the payment of the Supplier's invoice shall start on the delivery of the invoice according to Article 7.1 after the delivery of the goods and/or service. If the Supplier is required by law to perform/deliver statutory tests of materials and test reports, quality attestation documents or other documents along with the supply, the supply shall be deemed duly completed only upon delivery of such documents to the Buyer. The issuance of an advance payment invoice shall be subject to the Buyer's prior approval.
- 8.2 Unless agreed otherwise, Supplier's invoices shall be due sixty days from the date of receipt of the invoice. The payment of the Supplier's invoice by the Buyer shall not operate as confirmation that the supply has been duly delivered or waiver of any other rights pertaining to the Buyer. The Supplier's invoice shall be deemed duly paid at the moment when the sum of the payment has been debited from the Buyer's account. Bank fees of the receiving bank shall be borne by the Supplier.
- 8.3 The Buyer shall have the right to set-off its receivables towards the Supplier against the Supplier's receivables towards the Buyer.

9. Take-over; Defect Claims; Defect Liability; Product Liability; Intellectual Property Rights; Quality Guarantee and Warranty Period

- 9.1 The take-over by the Buyer of any goods and/or service supplied by the Supplier, or the execution of any payment by the Buyer, shall not operate as waiver of any rights by the Buyer. Any acknowledgement of the receipt of goods/and or a service issued by the Buyer's goods receipt unit shall not operate as an acknowledgement of the final acceptance of the goods and/or service by the Buyer.
- 9.2 The taking-over of the goods and/or service and check of the delivery for completeness and for defects shall be performed by the Buyer within a reasonable time after the delivery. Should a random check reveal that any parts of the delivery fail to comply with the Buyer's requirements and/or have the properties normally expected in the business, the Buyer shall have the right to return the whole delivery to the Supplier. The Buyer shall notify any identified defects to the Supplier without undue delay.
- 9.3 The Supplier shall be liable for ensuring that any delivery is made from the best, fit-for-purpose and new materials and with professional, technically proper and unobjectionable workmanship and design appropriate to the intended use, and in accordance with the supporting technical documentation, and ready for normal use. Unless agreed otherwise, any delivered goods and/or service shall be covered by the Supplier's two-year warranty. A warranty claim for defects of the goods may be made by the Buyer by simply lodging a written complaint with the Supplier.
- 9.4 The Buyer's right to make claims for defects shall be governed by the provisions of the Commercial Code or, where the Buyer is the end consumer, the provisions of the Civil Code.
- 9.5 Any supplier of the Supplier shall be bound by the same terms and conditions provided for herein as the Supplier.
- 9.6 Unless agreed otherwise, the warranty period covering a delivery shall be twenty four (24) months commencing on the date of the taking-over of the delivery by the Buyer.
- 9.7 If any defects are identified by the Buyer during the warranty period, the Supplier shall either rectify such defects in the designated place in accordance with the Buyer's claims without undue delay, or deliver new goods and/or new service to the Buyer within a period specified by the Buyer. The Buyer shall have the right to claim from the Supplier reimbursement of all costs incurred in connection with the rectification of defects, and compensation for caused damage. The Supplier shall reimburse the Buyer for any costs incurred in connection with any actions necessary for detection of defects if these actions resulted in the identification of defects. If an imminent threat needs to be avoided, such as delayed delivery to the Buyer's final customer, or if the Supplier has been in delay with the rectification of defects, the Buyer reserves the right to replace the defective goods by goods obtained from third parties, or repair the goods, or have the goods repaired by third parties, at the Supplier's expense and without prior notice to the Supplier and without prejudice to the Buyer's rights arising from the delivery of defective goods. The Supplier shall be liable for any such costs incurred by the Buyer irrespective of whether or not they exceed the costs that would be incurred if the repair was performed by the Supplier.

- 9.8 The Supplier agrees to indemnify and hold harmless the Buyer from and against any claims of third parties made in connection with any patent right, copyright, trademark and protected design in connection with any delivery, and to ensure the Buyer's unlimited use and exercise of rights related to such delivery. Without prejudice to any other liabilities, the Supplier assumes liability for any claims of the Buyer's final customers to which the Supplier's supplies have been delivered. Further, the Supplier agrees to reimburse the Buyer for any costs incurred in connection with any claims made by, and/or substitute deliveries provided to the Buyer's final customers. The Supplier agrees to take out an additional insurance to cover such risks and to present a proof of such insurance to the Buyer at its request.
- 9.9 The Supplier commits himself for a period of five years following the last delivery to the Buyer, without undue delay, but not later than two weeks after such request, to identify to the Buyer any manufacturer, importer or previous supplier, and in order to avoid third-party claims for defects of goods to provide effective evidence, such as manufacturing documentation and documentation containing manufacturing a delivery conditions and/or the date of manufacture and supply.
- 9.10 Any equipment and goods supplied by the Supplier must incorporate the prescribed safety elements and be in compliance with applicable safety regulations (particularly those valid in destination of use of devices and parts) and technical rules, and be up to the state-of-the-art. The Supplier shall comply with the applicable provisions of the legislation of the Slovak Republic, the European Union and the European Communities. The Supplier is responsible for ensuring that the equipment, systems and products supplied by the Supplier bear all markings (such as the CE marking) required under the legal provisions of the laws of the Slovak Republic, the European Union and the European Communities. Together with the delivery the Supplier commits himself to submit the corresponding Declarations of Conformity with a brief description, and also Manuals and Requirements for Use. Moreover, the Supplier is obliged to inform the Buyer in a timely manner of any changes in materials, the manufacturing process, supplier parts and/or Declarations of Conformity. If any equipment intended for installation by the Buyer or a third party is supplied, the Supplier shall deliver to the Buyer all requested documentation, including assembly plans, data sheets, installation instructions, processing instructions and instructions for operation, maintenance and storage, lists of spare parts and non-consumable parts, etc. The Supplier shall provide the marking of the delivered goods in Slovak and in such other languages as the Buyer may request. The Supplier shall deliver the operating requirements and instructions in Slovak and if requested by the Buyer also in other languages.
- 9.11 The Buyer reserves the right to request from the Supplier to submit a quality assurance system document and quality testing documentation, and to perform an audit in the Supplier's premises at any time.
- 9.12 In case of any complaint of the Buyer in respect of any goods, service or delivery, the Supplier shall commence the complaint handing process within 48 hours from the complaint report. The Supplier shall close the complaint process within 30 days from the complaint report. Any exceptions from this provision shall be subject to a written agreement between the Buyer and the Supplier.

10. Specific Provisions for Supply of Hardware and Software

- 10.1 Unless otherwise specified in the relevant purchase order, the hardware and software shall be considered to constitute a single unit/product.
- 10.2 Where the software being delivered by the Supplier to the Buyer was not developed exclusively for the Buyer, the Supplier shall grant to the Buyer a transferable and non-exclusive licence for the use thereof. Such licence for the Buyer's use shall be unlimited in time if the payment of a one-time fee was agreed. For software developed exclusively for the Buyer, the Supplier shall transfer to the Buyer right for use of the software which is exclusive, transferable and unlimited in time to the extent according to the Copyright Act. Unless agreed otherwise, the Supplier shall deliver to the Buyer the current version of the source code. The Supplier shall carry out the installation of the software. After the installation, the Supplier shall deliver to the Buyer a data carrier readable by the Buyer's computer systems together with the source code, the machine code and the related documentation (the contents of and instructions for the installation of the data carrier, the program and data flow diagrams, test reports, test programs, patches, etc. In addition to the above documentation, before the taking-over, the Supplier shall deliver to the Buyer a sufficient number of copies of the complete user documentation in writing in Slovak and/or in such other language as the Buyer may request.

- 10.3 The software developed for the Buyer shall be deemed accepted by the Buyer as soon as the written acceptance protocol has been signed, subject to conformity to the specifications and requirements. Any correction performed by the Supplier must be indicated in the acceptance protocol. The software shall be deemed effectively accepted by the Buyer only after at least four weeks of satisfactory and faultless free trial operation. For the avoidance of doubt, the trial operation period shall commence on the deployment of the software by the Buyer or the Buyer's final customer into productive operation.
- 10.4 During the warranty period, the Supplier agrees to supply to the Buyer all subsequent debugging versions ("Updates") free of charge. The Supplier also agrees to offer to the Buyer maintenance of the supplied software at standard market prices for at least five years from acceptance of the software. The Supplier agrees to adequately reduce the software maintenance charges after the warranty period.
- 10.5 No later than when issuing the purchase order confirmation, the Supplier shall inform the Buyer if the goods and/or services to be supplied involve any open source software, as defined by ifross (ifross.org). If the Supplier fails to inform the Buyer in a due and timely manner that the goods and/or services involve any open-source software, the Buyer shall have the right to cancel the purchase order in full and the Supplier shall be liable to the Buyer for any subsequent loss.

11. Specific Provisions for Particular Activities

- 11.1 The Supplier agrees to transfer the ownership of any documentation, such as plans, drawings and models, to the Buyer and hand them over to the Buyer at its request at no cost, and this even in case of early termination of the Contract. The Supplier hereby grants to the Buyer a free, exclusive and irrevocable right, unlimited in time and space and as to contents, to use such documentation along with the related licence for the use of the work. The Buyer shall be authorised to use and implement such documentation, whether in its original form or in a modified form, without the Supplier's involvement or consent.

12. Place of Delivery; Governing Law; Jurisdiction; Severability Clause; Reservations

- 12.1 The place of delivery in respect of materials, goods and/or services shall be the designated destination, and the place of delivery in respect of payments shall be the Buyer's registered office.
- 12.2 This contractual relationship shall be subject to Slovak laws, including without limitation the Commercial Code (Act No 513/1991, as amended). The application of the provisions of the UN Convention on Contracts for the International Sale of Goods is hereby excluded.
- 12.3 Any disputes arising from, or in connection with, this Contract shall be referred for final resolution to the competent court of the Slovak Republic having the territorial and subject-matter jurisdiction under the applicable legislation.
- 12.4 If any of the provisions of these General Purchasing Terms and Conditions is found invalid, the validity of the remaining provisions shall remain unprejudiced.
- 12.5 The Buyer shall be bound to perform this Contract to the extent no limitations based on national and/or international trade and customs laws and/or embargoes and/or any other sanctions arise.

13. Confidentiality; Personal Data Protection

- 13.1 The Supplier agrees to maintain the confidentiality of any information regarding the Buyer and the object of delivery that the Supplier has lawfully obtained in connection with a purchase order, unless such information is in a public domain or has been obtained in a different lawful manner. Further, the Buyer agrees to maintain the confidentiality of any total or partial results obtained in connection with the execution of the purchase order and to use any such results solely for execution of the purchase order. If the Supplier subcontracts the performance of its obligations under a purchase order to a third party, the Supplier shall be liable for maintaining of confidentiality by that third party to the full extent provided for in these General Purchasing Terms and Conditions.
- 13.2 Any information regarding the Buyer or any third parties which comes into the Supplier's knowledge on the basis of, or in connection with, the Contract and which is subject to protection under the Personal Protection Act No 122/2013, as amended, shall be deemed confidential and the Supplier agrees to keep any such matters or information in confidence unless and until they become a public domain without a breach of confidentiality.

- 13.3 The Buyer shall be allowed to process any information of the Supplier (the information entered in the Register of Companies, registered office, telephone/fax numbers and other details needed for the delivery of notices and documents by modern means of communication, job positions, contact persons, ordered goods and delivered quantities) which comes into the Buyer's knowledge in connection with business transactions only for the purposes of performing the Contract, including without limitation the administration and settlement purposes. The Buyer shall be authorised to store such information on the ELKOND HHK's server.

14. Information; Declarations on Materials; Waste Disposal; Packing; Dangerous Goods

- 14.1 Without prejudice to the Supplier's statutory information obligations, the Supplier shall be required to provide the Buyer with all necessary and usable information about the goods and/or services being supplied, including without limitation instructions for proper storage as well as Material Safety Data Sheets in accordance with the EU Regulations 1907/2006/EC and 1272/2008/EC. The Supplier shall be obligated to inform the Buyer of the potential effects of any dangerous wastes or waste oils involved in any goods supplied by the Supplier, and to provide the Buyer with possible disposal recommendations.
- 14.2 The Supplier shall be responsible for ensuring that any deliveries made under the Contract comply at the time of delivery with the Wastes Act and other applicable laws (mainly with regard to the RoHS Directive 2002/95/EC). Where the delivery fails to comply with the legislation referred to above, irrespective of any other claims of the Buyer under the liability for defects, the Supplier shall be liable to the Buyer for any damage incurred in connection with such non-compliance.
- 14.3 If the Supplier supplies any goods subject to limitations and/or reporting regarding substances under relevant (e.g. REACH) legislation, the Supplier shall be required to report the substances to the web-based database in such format as the Buyer prescribes and no later than the delivery date of the goods concerned. The particular application of the foregoing provision shall be subject to the local legislation in effect in the Supplier's seat or the Buyer's seat or the place of delivery, as applicable.
- 14.4 Where the delivery includes any goods classified as dangerous goods under international laws, the Supplier shall notify the Buyer accordingly in the agreed manner and no later than the purchase order confirmation date.
- 14.5 The Supplier shall dispose of any shipping, sales or transport packaging of supplies for the Buyer solely through a person holding a waste disposal authorisation. The Supplier shall be liable to the Buyer for any damage incurred by the Buyer in connection with a breach of this obligation.

15. Code of Ethics for the Supplier; Supplier Chain Safety

- 15.1 The Supplier shall respect and comply with all applicable laws. Above all, the Supplier shall not take part, whether actively or passively, directly or indirectly, in whatever manner, in any bribery, violation of its employees' fundamental rights or exploitation of child work. The Supplier shall be liable for the safety and protection of health of its employees at work, and agrees to comply with all applicable environmental protection laws and to exert its best efforts in order to implement this Code of Ethics among its suppliers and contractors.
- 15.2 The Supplier shall provide all necessary organisational advice and take all appropriate measures, particularly in respect of the security of premises, packing and transport operations, the business partner, personnel and information, in order to ensure the security of the supply chain in accordance with the requirements of internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and/or services supplied to the Buyer, or to third parties designated by the Buyer, against unauthorised access and tampering. The Supplier shall use only employees who are reliable and responsible and to bind its subcontractors to take equivalent safety and security measures.
- 15.3 Without prejudice to any other rights or remedies of the Buyer, the Buyer shall have the right to withdraw from the Contract if the Supplier breaches any of its obligations existing under this provision. Where the breach of obligations by the Supplier can be remedied, the Buyer shall have the right to withdraw from the Contract if the Supplier has failed to remedy the breach within a period of grace designated by the Buyer.