

## General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (GCP) shall apply from the **7<sup>th</sup> of January 2026**.

### 1. GENERAL

#### 1.1 Scope of the GCP

These GCP define the conditions for placing and executing Orders for Supplies or Services intended for MÄDER, as defined below. They form an integral part of and govern the contractual relationship between the Parties, subject to any special terms and conditions agreed between them. The fact that MÄDER does not invoke any of these GCP at a given time shall not be interpreted as a waiver of its right to invoke them at a later date.

#### 1.2 Definitions

**Acceptance:** Act by which MÄDER validates the conformity of the Supplies and/or Services performed, in accordance with the contractual requirements.

**Acceptance report:** Document confirming acceptance of the Services and signed by both Parties.

**GCP:** These general terms and conditions of purchase.

**MÄDER:** refers to one of the three companies A&A Mäder, Mäder France or Mäder Composites France, issuer of the Order.

**Order:** The order consists of all of the following contractual documents, in decreasing order of priority, which form a whole and govern the relationship between MÄDER and the SUPPLIER: the Purchase Order and any contractual document referred to therein, including any special terms and conditions, annexes and amendments, and these GCP.

**Party(ies):** MÄDER and/or the SUPPLIER.

**Purchase Order:** Document issued by MÄDER and sent to the SUPPLIER, relating to the purchase of a Supply and/or Service(s) and including, in particular the description of the Supply ordered, the quantities, the delivery schedule(s), the delivery Sites, the price and a reference to these GCP.

**Service(s):** services and/or works that the SUPPLIER performs for MÄDER in accordance with the needs expressed by the latter, and as specified in the Order.

**Site:** Place of delivery of the Supplies and/or performance of the Services as defined in the Order.

**SUPPLIER:** Natural person or legal entity to whom the Order is sent, whose identity and contact details are specified in the Purchase Order, and their beneficiaries.

**Supply:** Products and/or Services that are the subject of the Order.

**Use-by date:** the date by which the product must be consumed.

### 2. PLACING OF ORDERS

#### 2.1 Validation of Orders

To be considered valid, Orders must be placed by MÄDER using a Purchase Order form issued by one of MÄDER's procurement departments. MÄDER declines all responsibility towards any SUPPLIER that has begun to execute an Order that has not been placed in this manner.

#### 2.2 Acceptance of Orders – enforceability of the GCP

The SUPPLIER must acknowledge receipt of the Order in writing and with the date within forty-eight (48) working hours following its issuance by MÄDER. Receipt by MÄDER of this acknowledgement of receipt or the absence of a response from the SUPPLIER, replaced by the commencement of execution of the Order, shall constitute unreserved acceptance by the SUPPLIER of all the provisions of the said Order and these GCP. If the SUPPLIER has any reservations about the GCP or MÄDER's

purchasing conditions, it must notify MÄDER within five (5) days of the Order being issued in a separate written document, that will be subject to MÄDER's acceptance. Furthermore, the SUPPLIER undertakes to inform MÄDER at least twelve (12) months in advance of the discontinuation of manufacture or withdrawal of the Supply from its catalogue, as well as of the absence of registration and/or identified uses applicable to the products within the meaning of the European REACH regulation. MÄDER may, within this period, place an Order for the required quantities.

### **3. ORDER EXECUTION TERMS AND CONDITIONS**

The SUPPLIER undertakes to execute the Order in accordance with these GCP, the contractual documents, in compliance with the state of art practice, regulations and standards in force, particularly in the areas of the environment, hygiene, health, safety and labour law. The SUPPLIER shall allocate the necessary resources and equipment for the proper execution of Orders, as well as the staff under its hierarchical responsibility, whose skills it guarantees.

In the context of the execution of the Order, the SUPPLIER acknowledges that it has a duty to advise, in particular to inform and make recommendations to MÄDER, and shall provide the latter with all the advice, warnings and recommendations, in particular in terms of quality and efficiency, necessary for the performance of the Services and the Supply of goods.

### **4. MODIFICATION OF THE ORDER**

MÄDER may, at any time, make changes to the Order, in particular with regard to delivery times or quantities, without this list being exhaustive. Any request to modify the Order must be notified by MÄDER to the SUPPLIER. As soon as possible after receiving notification of the modification request, the SUPPLIER undertakes to inform MÄDER in writing of the consequences of taking this modification into account, in particular in terms of cost and delivery times. In the absence of agreement between the Parties on the consequences of this modification to the Order, MÄDER may either request the SUPPLIER to execute the Order under the initial conditions or immediately terminate the said Order in writing, without MÄDER being held liable in any way and without any compensation being due as a result of this termination.

Any modifications to the Order made at the SUPPLIER's initiative shall not be considered accepted if MÄDER remains silent about it.

### **5. DELIVERY**

#### **5.1 Delivery times**

The places and deadlines for delivery of the Supplies and/or performance of the Services specified in the Order are mandatory and may not be changed without MÄDER's prior written consent. This is an essential and decisive condition of MÄDER's consent. MÄDER reserves the right to refuse any early, partial, excess, non-compliant, defective, damaged delivery, and/or any delivery lacking all or part of the documents referred to in Article 5.2. In the absence of an Incoterm stipulated in the Order, the Incoterm shall be DDP (Incoterms 2020 of the International Chamber of Commerce). The SUPPLIER shall immediately inform MÄDER in writing of any foreseeable delay in delivery in relation to the contractual deadlines and the measures taken to remedy this (means of production, air transport, etc.), with any additional expenses resulting from this being borne by the SUPPLIER. In addition, any delivery made outside the contractual deadlines shall automatically and without prior notice or formal notice entail the application of non-dischargeable late penalties equivalent to 2% of the pre-tax amount of the Order concerned per calendar day of delay, without prejudice to any other rights and legal remedies available.

In the event of delay or inability to deliver, and at MÄDER's request, the SUPPLIER undertakes to provide MÄDER with all the elements necessary for the performance of the Supply, in particular any information relating to intellectual property or any formula enabling the Order to be executed by a third party.

#### **5.2 Documents to be provided with the Supplies**

All deliveries must be accompanied by a delivery note affixed to the outside of the package, with a copy of the delivery note inside the package, including the following information: the Purchase Order

number, the total quantity delivered, the description of the Supply or Services, the number of packages delivered with details of the number and type of items per package, the MÄDER item codes, the batches per item and the date of manufacture and expiry date, as well as the certificate of analysis. All deliveries must also be accompanied by all documentation relating to the products and including safety data sheets, technical manuals and plans, precautions for use and user manuals, all certificates required by the regulations and standards in force, as well as the contractual stipulations, such as the certificate of conformity, among others.

In addition, the SUPPLIER shall send MÄDER a certificate of analysis with each delivery, which shall be sent by e-mail prior to receipt. The SUPPLIER may not invoke the validation of the documents by MÄDER to exempt itself from liability in the event of an error, omission or a non-compliant execution of the Order and the rules of the art and good practice. MÄDER reserves the right not to accept the Supply if the associated documentation is incomplete or does not comply with the provisions set out in the contractual documents.

### **5.3 Packaging and shipping**

Products shall be delivered, marked and labelled with their packaging in accordance with the law and regulations in force. Product packaging must be designed to ensure the optimal preservation and safety of the products, persons and property, taking into account in particular their nature and the normally foreseeable conditions of transport and handling. Unless otherwise specified or recommended by MÄDER, the Supplies ordered shall be transported under the sole responsibility of the SUPPLIER, that shall choose its carrier, take out the necessary insurance policies at its own expense to cover the transport, and determine the packaging and packing of the products according to the mode of transportation. Damaged goods will not be accepted by MÄDER. Unless otherwise specified, supplies of foreign origin shall be delivered "Delivered Duty Paid" (DDP destination, according to Incoterms 2020 of the International Chamber of Commerce).

During periods of extreme cold, the SUPPLIER shall communicate the measures it is adopting, or the instructions it is giving to its carriers, to ensure that these products are not exposed to temperatures below 0°C during shipping.

The unloading of Supplies being the responsibility of the Supplier, the latter undertakes to comply with or ensure compliance with the delivery procedures specified in the Order, in particular the delivery places and time slots.

### **5.4 Refusal of delivery**

MÄDER reserves the right to refuse Supplies delivered:

- in the event of obvious defects,
- in the event of non-compliance with MÄDER's procurement specifications,
- in the event of non-compliance with the SUPPLIER's technical specifications,
- in the event of non-compliance with applicable standards and regulations,
- in the event of a change in manufacturing processes,
- in the event of deterioration or damage,
- in the absence of all or part of the documents referred to in Article 5.2,
- in the event of partial delivery, unless MÄDER has given its prior consent, or delay in delivery,
- in the event of delivery to an address other than the agreed address.

Any rejected Supplies must be removed by the SUPPLIER within eight (8) days of notification by MÄDER of the refusal to accept delivery. Failing this, they will be returned to the SUPPLIER at its expense and risk. Any delay resulting from a refusal to accept delivery shall be governed by the provisions of Article 5.1. MÄDER also reserves the right to refuse any excess quantity. If this excess quantity is retained for use in another delivery or order, it must be invoiced separately and will only be paid for in accordance with the new contractual date.

## **6. CONFORMITY, INSPECTION, PLANS, ACCEPTANCE AND QUALITY**

### **6.1 Conformity**

The products and Services ordered must comply with the information provided on the Order, MÄDER's purchase specifications or the SUPPLIER's technical specifications if they are accepted as reference specifications by MÄDER, and the use for which MÄDER intends them. They must also meet the usual quality criteria and comply with the standards and regulations in force, particularly with regard to safety, the environment and labour law. In the event of a conflict between the various

applicable provisions, the most restrictive provision shall apply. The SUPPLIER agrees in advance to be audited and evaluated by MÄDER. To this end, the SUPPLIER shall grant MÄDER free access to its premises, archives and production batch history relating to the Order. The Supplier is bound by an obligation of result with regard to the delivery of the Supply in accordance with the contractual documents, within the deadlines and in accordance with any other terms and conditions set out therein.

## 6.2 Control

As part of its obligation to achieve results, the SUPPLIER shall implement a quality control plan that complies with the requirements of ISO 9001 certification or, failing that, a quality management system, which must be accepted by Mäder in order to guarantee its compliance. All products and services supplied to MÄDER must be subject to measures ensuring their complete traceability. The SUPPLIER undertakes to notify MÄDER in writing of any non-compliance encountered during design, production, control and testing or after delivery. The SUPPLIER must notify MÄDER of any changes made to the product, processes, place of production, suppliers or facilities, and obtain MÄDER's prior written approval, giving twelve (12) months' notice. The SUPPLIER must take all necessary measures to prevent, detect and eliminate foreign bodies.

## 6.3 Acceptance

The Acceptance of the Supply shall be declared after verification by MÄDER or any person authorized by MÄDER of its quality and compliance with the terms and specifications of the Order, the absence of defects/damage or other faults and, where applicable, after receipt of the documents referred to in the Order. No acceptance may be deemed to have been tacitly declared, and delivery does not constitute Acceptance of the Supplies.

In case of the purchase of Services, final acceptance is subject to the establishment by MÄDER of an unreserved Acceptance Report, signed by both Parties. The issuance of an Acceptance Report shall in no way be interpreted as a waiver of, or affect the scope of, the SUPPLIER's warranties or other commitments hereunder or any legal warranty.

Any non-compliant Supply may be refused outright by MÄDER. MÄDER reserves the right to notify the SUPPLIER at any time and by any means (including fax or email) of the SUPPLIER's poor performance or non-performance of its obligations, or of any losses, damage or non-conformities of the Supplies noted during unpacking or subsequent checks, even if the corresponding invoices have already been paid in part or in full. Non-compliant Supplies rejected by MÄDER shall be deemed not to have been delivered and shall give rise to the application of the penalties provided for in Article 5.1 above, without prejudice to MÄDER's right to, at its discretion, request the replacement or repair of the Supplies at the SUPPLIER's expense, or to terminate the Order, without prejudice to any claim for damages for the loss suffered as a result of the non-conformity.

## 6.4 Quality

The SUPPLIER undertakes to inform MÄDER, with twelve (12) months' notice, of any changes to the product, its components, its manufacturing process, the production site, its manufacturing unit (batch), the subcontracting all or part of the manufacture of the Supplies and/or the performance of the Services, its monitoring plan, or any other parameter that may influence the quality of the finished product, or a change of its own suppliers, by sending a new specification sheet and/or technical data sheet, and to ensure its validation by MÄDER's laboratories prior to any delivery. Furthermore, any shipment of a product that does not comply with standards or specifications must first receive the written approval of MÄDER's quality control laboratories. In the case of Orders relating to raw materials, the **remaining Use-by date on the date of delivery shall be:**

- 6-month Use-by date = 80% of remaining shelf life (5 months)
- 12-month Use-by date = 80% of remaining shelf life (10 months)
- 18-month Use-by date = 75% of remaining shelf life (14 months)
- 24-month Use-by date = 75% of remaining shelf life (18 months)
- Use-by date over 24 months = 50% of remaining shelf life.

If the above conditions cannot be applied and the SUPPLIER deviates from these rules, the SUPPLIER undertakes to extend the shelf life of the delivered batch, subject to compliance with the contractual specifications.

## 7. TRANSFER OF OWNERSHIP AND TRANSFER OF RISKS

Unless otherwise stipulated, transfer of ownership takes place upon delivery to the Site, after acceptance by MÄDER. The SUPPLIER shall not invoke or enforce any retention of title clause against MÄDER unless it has been expressly accepted in writing prior to delivery. The SUPPLIER guarantees that its chain of subcontractors or suppliers, if any, waives this clause in the same manner.

The transfer of risks shall take place upon unconditional Acceptance of the Supply and/or upon signature of the Acceptance Report, at the location specified in the Order, subject to the provisions of the Order.

## 8. INVOICING AND PAYMENT

### 8.1 Invoicing

The triggering event for the issuance of the invoice is the signing of the delivery note or the signing of the receipt of Supplies, Services or deliverables. Each Order shall be invoiced separately. Invoices shall be drawn up by the Supplier in accordance with the regulations in force and shall include all the information specified in Article L.441-9 of the French Commercial Code. Invoices shall be sent to the accounting department of the establishment that received the Supply, unless otherwise specified. They shall include the number and date of the MÄDER Order and the delivery note numbers. Suppliers from the European Union must also indicate the combined nomenclature code, the net and gross weights and the origin of the Supply. MÄDER reserves the right to reject invoices for any Supply that has not been ordered in accordance with these GCP or that does not include the references or information referred to above. Invoices must strictly comply with the Order in order to avoid any invoicing disputes.

### 8.2 Payment

Unless otherwise agreed by the Parties and subject to compliance with legal provisions, invoices shall be payable at the end of the month, forty-five (45) days from the date of issue of the invoice, this period being calculated as follows: end of the month of the date of issuance of the invoice plus 45 days; and thirty (30) clear days for road freight transport activities.

Unless otherwise stipulated in the Order, no deposit, advance payment or down payment shall be made to the SUPPLIER.

Full payment does not imply Acceptance of the Supplies by MÄDER.

## 9. PRICES

Unless otherwise stipulated and accepted in writing, prices are definitive, final, non-updatable and non-revisable, excluding taxes (HT) and expressed in Euros. These prices include all duties, taxes, charges, disbursements, as well as all costs and expenses of any kind incurred by the SUPPLIER for the production, delivery and performance of the Supplies, including transport costs, packaging and wrapping suitable for the transport and storage of the Supplies, as well as any costs incurred in delivering the documents referred to in Article 5.

The Parties agree to exclude the application of Article 1195 of the Civil Code, taking responsibility for the consequences of any change in circumstances that may arise during the execution of the Order.

## 10. INSURANCE – LIABILITY

### 10.1 Liability

The SUPPLIER shall ensure the performance of the Order under its sole and exclusive responsibility. The SUPPLIER shall retain authority and control over all its employees, including when they are working on MÄDER's premises.

The SUPPLIER shall be liable for any damage, defect or harm of any kind caused to MÄDER or any third party, by the SUPPLIER, its staff, suppliers, subcontractors or other employees, or by persons and property under its authority or custody. The SUPPLIER shall be liable for all bodily injury, material damage and consequential or non-consequential damage, whether direct or indirect, loss and damage caused to MÄDER as a result of the non-performance or poor performance of all or part of the Order.

## 10.2 Insurance

The SUPPLIER declares that it has subscribed to and undertakes to maintain, with insurance companies of acknowledged solvency, all policies necessary for the performance of its business, in particular in respect of the products and/or services it markets, for sufficient amounts and without interruption throughout the duration of its obligations hereunder.

The SUPPLIER shall, at MÄDER's first request, provide proof of the validity of the insurance policies it has subscribed by producing certificates issued by its insurers, stating the nature and amount of the coverage provided. The SUPPLIER shall produce annually, for as long as its contractual obligations remain in force, certificates of renewal of coverage until their expiry date.

The SUPPLIER may not invoke any insufficiency of coverage in order to avoid liability for damage caused. Insurance premiums and excesses shall be borne exclusively by the SUPPLIER.

## 11. SUBCONTRACTING

The SUPPLIER remains liable towards MÄDER for all acts and omissions of assignees or subcontractors.

## 12. WARRANTY

### 12.1 General warranties

Within the context of the legal warranty, the SUPPLIER warrants to MÄDER all Supplies delivered and/or Services performed. This warranty covers, in particular, any hidden defects and/or non-compliance with technical specifications, any design, manufacturing, operational or material defects that may affect the products or Services delivered, rendering them unfit for their intended use and purpose, for a period of twenty-four (24) months from delivery, without prejudice to the applicable legal warranties. During this period, the SUPPLIER undertakes to cover, at its own expense, labour force, including travel and transport, maintenance, repairs or replacements of defective products or spare parts that may appear necessary. In the event of intervention, this warranty shall restart for the same period, without prejudice to the applicable legal warranties. The SUPPLIER's warranty covers spare parts and labour force, travel and transport. The SUPPLIER shall compensate MÄDER and its own customers for any consequences resulting from these defects and hereby agrees to the principle of commercial negotiation. In the event that the SUPPLIER is unable to fulfil this warranty obligation, MÄDER reserves the right to have the necessary work carried out at the SUPPLIER's expense. More generally, MÄDER reserves the right to hold the SUPPLIER liable at any time, particularly in the event of legal action being taken against it, in order to obtain compensation for any damage caused by a defect in the design, manufacture or operation of the goods/products.

### 12.2 Specific warranty: REACH Regulation

The SUPPLIER warrants to MÄDER that the obligations set out in the REACH Regulation (Regulation No. 1907/2006 of 18 December 2006) have been/are/will be complied with in respect of the chemical substances contained in the products supplied/delivered/used in connection with the Order. The SUPPLIER must provide MÄDER with proof of compliance with this warranty.

## 13. INDUSTRIAL AND INTELLECTUAL PROPERTY

Each Party shall retain exclusive ownership of the methods, know-how and tools used in the performance of the Order, which are specific to it and which it developed prior to the existence of their relationship. The Order does not imply any transfer or licence of intellectual and/or industrial property rights held by MÄDER. In the case of co-development or a specific partnership, intellectual property shall be negotiated between the Parties and shall be the subject of a specific contract.

The SUPPLIER guarantees that all intellectual property rights it uses in the performance of the Order are free of any encumbrances and that none of them infringe any rights belonging to a third party. It also guarantees that it has obtained all necessary rights for their reuse, if they include third-party rights. The SUPPLIER shall, at its own expense and under its own direction, defend any action or claim by a third party against MÄDER on the grounds that any element of the Supplies, software or services covered by the Order infringes the industrial or intellectual property rights claimed by third parties. The SUPPLIER shall bear any penalties imposed on MÄDER and shall compensate it for all costs,

expenses and other harmful consequences incurred by the latter, including in particular lawyers' and consultants' fees, compensation, all ancillary costs and damages corresponding to any operating loss. The provisions of this article shall remain in force after the end of the Order for any reason whatsoever.

#### **14. RESPONSIBLE PURCHASING**

In accordance with its responsible purchasing policy, MÄDER carries out a risk analysis of its suppliers, at their expense, and an assessment of their environmental, social and ethical practices, through a documentary review and/or on-site audit, based on current international standards. In this regard, MÄDER uses the services of ECOVADIS. Specifically, for MÄDER suppliers involved in minerals from conflict zones, the latter undertake to provide MÄDER with the information necessary to complete the appropriate declaration (CMRT-RMI). In the event that an assessment reveals discrepancies between the standards of the reference framework used and the SUPPLIER's practices, MÄDER shall define the corrective measures to be implemented with the SUPPLIER. Failure to implement these measures may result in the SUPPLIER being delisted and any contract concluded with one of the MÄDER companies being terminated early for breach of contract.

The SUPPLIER undertakes to sign and comply with MÄDER's Supplier Code of Conduct. If deviations from this Code of Conduct are observed in the SUPPLIER's behaviour (through a CSR assessment of suppliers by ECOVADIS or by any other means/third party – for example, through the press), an audit will be requested from the SUPPLIER, as well as an action plan if necessary, which may lead to the termination of the current Order and even the termination of the business relationship between MÄDER and the SUPPLIER at MÄDER's initiative.

##### **14.1 Ethics**

The Parties undertake to comply with the ethical standards in force and to strictly comply with the laws and regulations in force, in particular social regulations, anti-corruption regulations, GDPR, REACH, etc., without this list being exhaustive.

The SUPPLIER certifies that it complies with all applicable laws and regulations relating to the fight against undeclared work and the employment of foreign workers. The SUPPLIER warrants and represents that the Supply and shipment of products and/or the performance of Services comply with all applicable laws and regulations in force, including, but not limited to, (i) all European and international prohibitions relating to child labour, forced labour, slavery and human trafficking; (ii) all laws and regulations relating to the environment.

##### **14.2 Safety and Environment**

During the execution of the Order, the SUPPLIER shall guarantee to MÄDER that the products and/or services comply with the regulations in force for MÄDER and with the applicable standards relating to health, hygiene, safety and environmental protection (including REACH). The SUPPLIER shall also comply with MÄDER's internal regulations and specific requirements when carrying out work on the Site. Any representative or subcontractor (e.g. carrier) of the SUPPLIER shall comply with the safety rules applicable to external companies on MÄDER's sites. In the event of a breach, MÄDER reserves the right to refuse access to the site without MÄDER being held liable for the consequences of this decision on the Order. In the case of the purchase of packaging, at MÄDER's request, the SUPPLIER shall indicate the weight of non-recyclable plastic packaging and the percentage of recycled or reused materials.

#### **15. APPLICABLE LAW AND JURISDICTION**

These GCP are subject to French law, to the exclusion of the Vienna Convention on the International Sale of Goods. For any dispute relating to the formation, validity, interpretation, performance, termination or cancellation of any of the contractual documents, or their consequences, the Parties shall endeavour to reach an amicable agreement within a maximum period of thirty (30) days. In the absence of an agreement formalised by a settlement within this period, exclusive jurisdiction is attributed to the Lille Métropole Economic Activities Court, France (or, in the event of the Economic Activities Court lacking jurisdiction, to a competent court in Lille, France), notwithstanding multiple defendants or third-party proceedings.

**16. CONFIDENTIALITY**

The SUPPLIER undertakes to treat as confidential all information to which it has access, in particular technical facilities, materials, technical information, samples, drawings or plans that are sent to it directly or indirectly in connection with the performance of the Order, as long as such information has not entered the public domain and without it being necessary for MÄDER to specify its confidential nature. It also undertakes to use this information only to the extent necessary for the performance of the Order. The SUPPLIER undertakes not to disclose to third parties its status as a supplier to MÄDER and shall refrain from disclosing any information about the products concerned, volumes or any other information relating to its business with MÄDER.

This obligation shall remain in force for 10 years after the execution of the Order. Information covered by trade secrets shall remain confidential until it enters the public domain. Documents provided by MÄDER must be returned to it upon request, immediately after execution of the corresponding Order. The SUPPLIER undertakes to sign and have its subcontractors and service providers, as well as any persons involved in the Supplies and/or Services, sign a confidentiality and restriction of use of confidential information agreement similar to this clause.

**17. FORCE MAJEURE**

Each Party shall notify the other Party in writing as soon as possible and no later than ten (10) calendar days after the occurrence of a force majeure event and its probable duration preventing it from performing its obligations under the contractual documents.

Events of force majeure shall be deemed to include all events beyond the control of either Party, which could not reasonably have been foreseen at the time of conclusion of the contract or placing of the Order, the effects of which cannot be avoided by appropriate measures, and which render it impossible for either Party to perform its obligations.

In the event of force majeure, the obligations of either Party affected by a case of force majeure shall, in the first instance, be suspended. The Party invoking force majeure undertakes to take all measures to mitigate the effects of this situation. If the force majeure event persists for more than fifteen (15) days, without any possibility of remedy, the other Party may terminate the Order without any damages being due by either party. Each Party shall bear the costs resulting from this force majeure event.

**18. HEADINGS, SEVERABILITY**

The headings used in this document are for reference purposes only and do not affect the meaning or interpretation of any term, condition or provision of this document. If any term, condition or provision herein is void, ineffective or unenforceable under current or future laws, the other terms, conditions and provisions shall remain in full force and effect and shall in no way be affected, altered or invalidated.

**19. PARTIES, RELATIONSHIP BETWEEN THE PARTIES**

The Parties to any Order are MÄDER and the SUPPLIER as identified above. Each Party is independent. Neither Party has the power to bind the other, except to the extent permitted herein. MÄDER's Order is not intended to constitute or create a joint venture, partnership or commercial organisation of any kind.

These GCP do not have the effect of establishing a firm commitment on the part of MÄDER to purchase or order a certain volume, and the Order does not imply any turnover volume on the part of MÄDER. The Order does not include any exclusivity for the benefit of the SUPPLIER; MÄDER reserves the right to enter into any similar agreement with any third party.

**20. CONTRACTUAL DOCUMENTS**

These GCP and MÄDER's Order, together with the documents referred to therein, including any specifications, any annexes and amendments thereto, and any special terms and conditions, constitute the entire contractual documents between the Parties and cancel and replace all declarations, negotiations, commitments, oral or written communications, acceptances, agreements, prior agreements or any other document concluded between the Parties relating to the same subject matter.

**21. TERMINATION.**

MÄDER shall be entitled to terminate the Order in whole or in part, as of right and without any legal formalities and at the sole fault, expense and risk of the SUPPLIER, in the event of the latter's failure to fulfil any of its contractual obligations, or if it has fallen so far behind schedule that delivery within the contractual deadlines is clearly compromised. Termination shall take place within eight (8) calendar days of receipt of a formal notice by registered letter with acknowledgement of receipt sent by MÄDER and which has remained without effect. This termination with immediate effect shall not prevent MÄDER from claiming full compensation for its losses and from claiming the application of penalties, any additional expenses resulting from the need to use another supplier and the consequences of the resulting delays. It is understood that the Supplies and Services already delivered and/or performed and/or accepted in whole or in part on the date of termination shall remain the property of MÄDER.

In addition, the Order shall be terminated with immediate effect, upon simple notification by MÄDER to the SUPPLIER, in the following cases:

- transfer of the Order to a third party not previously authorized by MÄDER, regardless of the legal means by which such transfer is carried out.

Upon termination of the Order and if requested by MÄDER, the SUPPLIER undertakes to:

- make available to MÄDER all work in progress, in particular software, source code, studies and development files in progress, as well as any other documents provided by MÄDER in order to continue the execution of the Order;

- assist MÄDER in ensuring the transfer of work in progress under favourable conditions and preserving MÄDER's rights to such work in progress. The transfer price for work in progress shall be calculated by mutual agreement. MÄDER may request delivery of finished products. MÄDER shall deduct from the remaining payments due for the Supplies delivered and the work in progress an amount intended to cover the expenses incurred by MÄDER to compensate for the SUPPLIER's failure to perform and the resulting disputes. This clause shall not prevent MÄDER from exercising any recourse against the SUPPLIER.

- return to MÄDER all results, models, prototypes and any other items belonging to MÄDER used in the performance of the Order.

The term, termination or cancellation of the Order shall not terminate the SUPPLIER's obligations which are intended to survive by their nature, in particular with regard to warranties and liabilities, insurance, regulatory compliance, confidentiality, intellectual property, personal data protection and ethics.