

1. Scope

- 1.1. The present General Terms and Conditions of Purchase ("GTCP") shall constitute the content of any contract between asa hydraulik of America, Inc. ("ASA") and the contractual partner ("SUPPLIER"), each a Contracting Party and together the Contracting Parties, unless the Contracting Parties explicitly agree otherwise in writing. In the event that any more specific, written contracts exist, apart from the GTCP, such as, in particular, tool supply contracts, work and delivery contracts, master supply agreements, quality assurance agreements, the provisions contained in the more specific contracts shall prevail over the GTCP provisions.
- 1.2. The GTCP shall apply to the delivery of products and the provision of works and services (hereinafter "Performance") by the SUPPLIER.
- 1.3. Performance shall include, in particular, goods, any work performed, products, tools, tool components, prefabricated parts, devices, gauges, serial parts, and spare parts.
- 1.4. The present GTCP shall also apply to future orders by ASA until any new GTCP take effect, even if applicability of the GTCP is not explicitly stated in an individual instance of a future order.

2. Contents of the contract/contract conclusion

- 2.1. SUPPLIER warrants that it has good title in the Performance, free and clear of any security interest, lien or encumbrance as of the time of delivery (depending on the incoterms applied) to ASA.
- 2.2. In its quotation, the SUPPLIER shall precisely adjust the quantities and the quality of the Service/Performance to the request made by ASA; any deviations must be designated explicitly.
- 2.3. ASA may at any time make changes in its order, but if any such change would cause a delay in time for performance, or an increase in price, SUPPLIER shall notify ASA immediately and such change shall be made only if authorized by a written change order accepted by ASA.
- 2.4. Orders, acceptances, call-off orders, supply agreements, individual contracts, and other legal transactions to be concluded between ASA and the SUPPLIER, as well as any amendments and supplements to the same shall be made in writing. However, purchase orders, acceptances, and call-off orders may also take place by way of remote data transmission including e-mail and shall in this case be considered as „written“ for purposes of these GTCP.
- 2.5. Amendments of, supplements and side-agreements to as well as waivers of provisions of the contract or the present GTCP or any other agreements to the detriment of ASA shall be made in writing to be valid. The same shall apply to any agreement to depart from this written form requirement. Any change, modification or waiver of a provision of these GTCP on one occasion shall only applied to that occasion and shall not be deemed to apply to any other occasion.
- 2.6. Any general terms and conditions of the SUPPLIER shall not be effective and shall not be deemed agreed unless a written agreement in the form of a contract is signed by both SUPPLIER and ASA. Especially, if SUPPLIER ships or delivers to ASA any Performance or performs any Services, without having first received ASA's express written consent to any modification of or addition to these GTCP, despite any language to the contrary in SUPPLIER's acknowledgment or confirmation, such action by SUPPLIER shall constitute a waiver of any such modified or additional language. ASA's silence or ASA's acceptance of any Performance shipped, delivered or performed shall in no event be deemed an acceptance by ASA of terms contained in any acknowledgment, confirmation or other communication received from SUPPLIER at variance with the provisions of these GTCP or ASA's order. If this order has been issued in response to SUPPLIER's offer to sell Performance to ASA, the terms of which offer are different from or in addition to any of the provisions of these GTCP or ASA's order, then ASA is only willing to proceed upon these GTCP and acceptance of SUPPLIER's offer is conditional on SUPPLIER's assent to these GTCP.
- 2.7. Quotations, documents enclosed with such quotations, e.g. illustrations, drawings, information about weights and dimensions etc. (estimates of any kind) of the SUPPLIER shall be provided free of charge.
- 2.8. Quotations and estimates of the SUPPLIER shall be binding for a period of at least four weeks after receipt by ASA.
- 2.9. Any export licences shall be obtained by the SUPPLIER.

- 2.10. The SUPPLIER shall confirm any order transmitted by ASA in writing without delay, within three working days after receipt at the latest, otherwise ASA shall be entitled to revoke its order.
- 2.11. Regardless of quotations submitted by SUPPLIER, any contracts between ASA and the SUPPLIER shall be established on the basis of the contents of the written purchase orders transmitted by ASA, as well as the contents of the present GTCP.
- 2.12. Within the scope of what can reasonably be expected from the SUPPLIER, ASA may request modifications of the Performance, e.g. in terms of design and execution. In this context, the effects, especially with respect to an increase or reduction in costs, as well as delivery deadlines, must be reasonably and mutually agreed upon. Amendments by the SUPPLIER shall require ASA's prior written approval.

3. Provision and use of means of execution

- 3.1. Any devices, mockups, samples, drawings or other documents and items produced by the SUPPLIER in line with ASA's specifications shall vest in ASA after payment by ASA. From that time onwards, the SUPPLIER shall borrow the same from ASA. The SUPPLIER shall surrender the item concerned to ASA at any time upon request. Equipment must not be used for any other purpose than the preparation of the quotation or execution of the Service/Performance ordered. Non-monetary resources and means of execution must neither be made accessible to third parties nor be used for deliveries to third parties, without the written consent of ASA. The SUPPLIER shall store non-monetary resources and means of execution gratuitously and at its own risk, and return the same to ASA upon request, without the SUPPLIER being able to invoke any right of retention, unless the SUPPLIER is entitled to a contractually explicitly agreed right of possession.

4. Quality management and documentation

- 4.1. SUPPLIER requires ASA's prior written approval if it intends to use subcontractors, suppliers or third parties. SUPPLIER shall only use subcontractors, suppliers or third parties who provide adequate warranty for a technologically flawless and timely contractual performance. Regardless thereof, all obligations of SUPPLIER shall remain unchanged even if approval has been granted. Insofar as SUPPLIER uses subcontractors, suppliers or third parties of any kind to fulfill the contract or makes use of their products or services, SUPPLIER is liable to the same extent as if it had rendered performance itself.
- 4.2. For the purpose of providing the Performance, the SUPPLIER shall comply with the recognised state of the art and the applicable safety regulations (e.g. VDA standards), as well as the generally applicable public-law regulations also including EU- and foreign regulations if applicable and as amended in each case, as well as the agreed technical data and other specifications and to provide signed confirmations for this upon request from ASA.
- 4.3. The SUPPLIER must set up and provide evidence of an appropriate (process-oriented) quality assurance and quality management system (at least ISO 9001). The quality assurance and quality management system and the associated quality assurance measures of the SUPPLIER shall be set down, for instance, in quality management manuals, process instructions, control plan or test instructions. ASA and its customers shall be entitled to check on the effectiveness of the quality assurance and quality management system within the scope of an audit on site. SUPPLIER shall ensure that these rights also apply to its subcontractors and suppliers. Any restrictions with a view to safeguarding the SUPPLIER's trade secrets shall be enabled through a non-disclosure agreement. Regardless of the audit by ASA, the SUPPLIER shall test the quality of the Performance on its own in any suitable manner, and shall submit the same to final clearance and document execution of its quality assurance measures, in particular measured values and test results. Said documentation shall be kept available at all times in conveniently arranged files, and evidence of the same shall be provided in writing upon ASA's request at any time. The SUPPLIER shall keep all documentation for a period of at least 15 (fifteen) years after delivery of the products concerned. In case of technical documents or components subject to special agreements, the SUPPLIER shall additionally record – separate from any other information – the quality test results as well as information as to when, in what way and how said components were checked in terms of the properties subject to documentation. Reference is made, by way of instruction, to the VDA document VDA Volume 1 "Documentation and Archiving, Code of practice for the documentation and archiving of quality requirements and quality records", as amended in each case; compliance

with said document is hereby made an integral part of the contract. Upon request by ASA, material certificates acc. to EN 10204 must be prepared, marked accordingly and enclosed with the delivery. Said request must be contained in the order in writing.

In case of new products, product components, and amendments to the specifications, the SUPPLIER shall carry out unsolicited initial sample tests. The initial samples must be marked accordingly and shall be submitted to ASA together with a completed initial sample test report acc. to VDA Volume 2 „Securing the Quality of Supplies, Production process and product approval“, as amended in each case. The SUPPLIER shall impose the same obligations upon its subcontractors within the scope admissible under the law. ASA shall be entitled to request other or additional inspections.

- 4.4. The drawings, technical specifications, IT material, CAD data, descriptions etc. pertaining to the order shall be binding upon the SUPPLIER. The SUPPLIER shall check the same for possible discrepancies and point out any actual or suspected errors to ASA in writing without delay. If the SUPPLIER fails to do so, it shall not be able to invoke such discrepancies/errors at any later point in time. The SUPPLIER shall remain solely responsible for drawings, plans and calculations prepared by it, even if they were approved or prepared by ASA.
- 4.5. In case of the supply of tools or products, the SUPPLIER shall hand over appropriate documentation regarding their operation, maintenance and repair at the time of handover of the tools or products to ASA at the latest. Any UL marking must be provided by the SUPPLIER.
- 4.6. For the components marked in the technical documents or by separate agreements ("components subject to mandatory documentation"), the SUPPLIER must additionally prepare special records as to when, how and by whom the Performance in terms of features subject to documentation was checked, and what the results of the quality tests were. The test records must be kept for 15 (fifteen) years and shall be submitted to ASA upon request at any time. Reference is made, by way of instruction, to the VDA document VDA Volume 1 "Documentation and Archiving, Code of practice for the documentation and archiving of quality requirements and quality records, as amended in each case; compliance with said document is hereby made an integral part of the contract. The SUPPLIER shall impose the same obligations upon its subcontractors within the scope admissible under the law.
- 4.7. To the extent that public authorities request to be provided by ASA with some insight into the production process and the test records, the SUPPLIER, upon ASA's request, agrees to grant the same rights to such authorities as ASA within its plants and to provide all reasonable assistance.
- 4.8. Without being solicited to do so, the SUPPLIER undertakes to prepare and provide all documents, confirmations and information required or helpful for ASA with respect to customs and similar duties. The SUPPLIER shall be liable for all disadvantages incurred by ASA through failure to provide proper declarations or delayed submissions, unless the SUPPLIER cannot be blamed for any such failure or delay. Upon request by ASA, the SUPPLIER shall provide evidence of the information provided by it on the origin of the Performance by means of an information sheet confirmed by the customs authority.

5. Packaging

- 5.1. The Performance shall be packed and labelled by the SUPPLIER at the latter's expense according to ASA's specifications. In any event, the Performance shall be packed in a customary manner in such a way that it is protected against loss, soiling and damage during delivery and storage.

6. Delivery date, transfer of risk and transport

- 6.1. The delivery dates and deadlines indicated in the order or the call-off order are binding. The time (or times, if delivery is to be in installments), method and place specified in ASA's purchase order for shipment or delivery are of the essence.
- 6.2. Unless agreed otherwise, delivery shall take place DDP Incoterms 2010 to ASA or to the place designated by ASA. In case of DDP/DAP delivery or in the event that ASA assumes the transport costs, ASA shall be entitled at all times to switch to delivery FCA Incoterms 2010, with the transport costs being deducted from the price accordingly. SUPPLIER has to inform ASA immediately about any costs already incurred or inevitable to be incurred that may not be refundable without delay after receipt of ASA's change of applicable Incoterms to FCA. Otherwise, such

costs shall be borne by the SUPPLIER. SUPPLIER is obliged to keep such costs as low as reasonably possible. If ASA assumes the transport costs, the SUPPLIER shall be obliged to choose that of the customary despatch and packaging options acc. to clause 5.1 that is most favourable and best suited to ASA, unless, in case of assumption of the shipping costs, ASA makes use of its right to determine the shipping route and transport costs.

- 6.3. In case of a DDP/DAP agreement, receipt of the Performance and the shipping documents by ASA or the recipient designated by ASA shall be decisive for adherence to the delivery date or delivery deadline. This shall also apply explicitly to FCA deliveries, so that the SUPPLIER has to provide the Performance earlier, taking into account the time for loading and shipment accordingly.
- 6.4. Unless otherwise specified, SUPPLIER will use the most reasonable and economic shipment method available. All communications and documents related to the shipment shall include ASA's purchase order number. SUPPLIER shall be responsible for preparing all shipping documents, including packing lists and bills of lading, and transmitting such documents to ASA. Shipping documents shall include ASA's purchase order number, identification of the manufacturer of the Performance, number of units shipped, lot, batch or date code, if applicable, country of origin, and customs tariff number. Shipment shall be made to ASA's physical address shown on the purchase order unless a different address is specified. Quality assurance documents, applicable material safety data sheets, and material certifications required by the purchase order should be transmitted to ASA electronically no later than the date the shipment leaves SUPPLIER's facility. SUPPLIER shall notify ASA as to the identity of the carrier and the identity of any freight forwarder used at the time of shipment. SUPPLIER shall be liable for any damages, costs or expenses incurred by ASA as a result of any failure by SUPPLIER to comply with the foregoing provisions, including, without limitation, delay, diversion, repackaging, loading, quarantine, impoundment, demurrage, shunting, transfer, and storage costs.
- 6.5. Regardless of the incoterms applied, SUPPLIER shall ensure that the documents accompanying the consignment contain all data relevant to foreign trade and all relevant data, information and documents for the correct and complete lodging of a customs declaration. This refers especially to the subsequent data and information: Value (including currency), Customs Tariff Number, Country of Origin, Weight, Commercial Description of Merchandise, Incoterm (including named place). SUPPLIER shall be fully liable for all damages, costs and expenses arising from incorrect or incomplete information and data on accompanying shipping documents.
- 6.6. In case of call-off orders, ASA shall determine the quantity of the individual call-off orders and the call-off dates for partial deliveries. Notices regarding the expected requirement or the quantity expected to be called off (forecasts) shall not establish any purchase commitment. Call-off orders may also be placed by electronic transmission.
- 6.7. In the event that initial samples and initial sample test reports must be prepared, delivery must not be commenced until after ASA has accepted the initial sample and initial sample test reports in writing.
- 6.8. Both in case of over- and/or underdeliveries of quantities ordered and in case of early delivery, ASA shall reserve the right to refuse acceptance of delivery at the expense of the SUPPLIER, or to modify the due date of the invoice accordingly.
- 6.9. In any case, the place of performance shall be Branchburg, United States of America and damage or loss of the Performance shall be at SUPPLIER's risk until such Performance is received by ASA from the last carrier or shipper at ASA's premises or the address stated in the purchase order. This shall also apply if delivery is effected to another place at the request of ASA.

7. Delivery default

- 7.1. In case the SUPPLIER is in default of its Performance, the statutory provisions shall apply, unless agreed otherwise.
- 7.2. The SUPPLIER shall promptly inform ASA in writing if it becomes foreseeable that a delivery date and/or date of performance may or will be missed, indicating the reasons for and the expected duration of the delay. Unconditional acceptance of late delivery shall not constitute any waiver of ASA's rights with respect to timely delivery.

8. Prices

8.1. Only when ASA has accepted the price in writing (purchase order), shall a contract have been validly concluded. All additional delivery costs (customs duties, packaging, transport, insurance) shall be listed by the SUPPLIER within the scope of its quotation and shall be borne by the SUPPLIER, whether contained in the list or not, except for statutory VAT, unless agreed otherwise in writing. Any increases in the price of the Performance, including any increase of the additional delivery costs, shall require the previous written consent of ASA.

9. Terms of payment, due date of the purchase price, and retention of title

- 9.1. Unless agreed otherwise in writing, ASA shall pay the price with a cash discount of 3% (three percent) within 14 (fourteen) days after receipt of the invoice and the Performance ordered, or net within 30 (thirty) days.
- 9.2. ASA shall be entitled to offsetting- and withholding-rights to the extent permissible under the law. ASA may pay the price for any Performance by assigning to the SUPPLIER a claim against an affiliate of the SUPPLIER in the same nominal amount or equal value. SUPPLIER herewith accepts such assignment.
- 9.3. Any form of title retention, a lien on, a security interest in and to the Performance or similar mechanisms by or to the benefit of the SUPPLIER shall not be accepted or granted by ASA.
- 9.4. The SUPPLIER shall be obliged to immediately disclose vis-à-vis ASA any third-party rights to the Performance or to any parts thereof.
- 9.5. The SUPPLIER is not entitled to assign any claims arising out of or in connection with the agreements with ASA to a third party without consent of ASA.

10. Ownership title to property provided on loan by ASA

- 10.1. ASA shall remain the owner of any materials, components, containers and special packaging provided by ASA („Materials“). Materials shall be stored by SUPPLIER separately from its own goods at no charge and clearly labelled and managed as property of ASA. Materials must not be used except for their intended purpose. The processing of materials and the assembly of components shall be effected for the benefit of ASA. It is hereby agreed that ASA shall be the co-owner of the Performance produced using the materials and components provided by ASA, in the proportion of the value of the assets provided to the value of the final product; in that sense, the Performance shall be kept safe by the SUPPLIER for ASA.
- 10.2. The risk of loss regarding Materials and the Performance is entirely borne by the SUPPLIER.
- 10.3. To the extent ASA may not retain ownership of Materials, components, containers and special packaging provided by ASA or co-ownership in the Performance under compulsory law, the SUPPLIER shall hold the Materials in trust for ASA or, if this is not possible, SUPPLIER hereby permits to register and grants to ASA a lien on and security interest in and to all of the right, title and interest of SUPPLIER in, to and under the Materials and the Performance produced from such items prior to delivery.

11. Force majeure

- 11.1. Events of force majeure, in particular civil unrest, industrial conflicts, official measures or any other inevitable events shall release ASA from its obligations to the extent of the effects of such events and for the duration of the disturbance.

12. Setoff and right of retention

- 12.1. The SUPPLIER shall only be entitled to a right of setoff or retention with respect to claims that are uncontested or have been finally determined; it shall only have a right of retention if this is based on the same contractual relationship.

13. Notice of defects

- 13.1. Acceptance of the Performance shall only take place conditionally to subsequent inspection of the Performance. No specific time limitations shall apply to the notice of defect regarding the Performance.
- 13.2. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall constitute recognition of freedom from defects or

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relieve SUPPLIER of any obligations under this contract or impair any rights or remedies of ASA, including revocation of acceptance.

14. Warranty and liability

- 14.1. Unless provided for otherwise in any contracts and in the present GTCP or compulsory legal provisions, the terms regarding warranty and liability provided for in the Uniform Commercial Code shall apply without any limitations of warranty and liability being agreed and shall apply *mutatis mutandis* to the supply of services.
- 14.2. SUPPLIER expressly warrants that at the time of delivery, and throughout the Warranty Period, all Performance covered by ASA's purchase order (i) shall be merchantable, of state of the art quality and workmanship, and free from defects in design or manufacture, latent or patent, (ii) shall conform to the drawings, specifications, requirements, descriptions and samples provided by ASA and otherwise furnished by SUPPLIER, including, without limitation, all quality assurance requirements delivered to SUPPLIER, and (iii) shall be suitable and sufficient for the purpose for which they are intended. SUPPLIER warrants that all Services will be performed with the highest degree of expertise and skill. Any deviations from the agreed (product) specifications of Performance shall constitute a serious violation of the contract.
- 14.3. ASA may determine that the Performance is defective based upon random sampling. ASA shall have the right to choose the way of remedying any defects: ASA may at its option and at SUPPLIER's expense: (i) request cancellation and return the entire Performance, (ii) require SUPPLIER to promptly correct or replace the Performance; (iii) return the Performance for credit or refund; (iv) correct the Performance; or (v) obtain replacement Performance from another source. ASA may assert redhibition even in case of minor defects. If the SUPPLIER fails to start remedying the defect immediately upon being requested to do so, if it is otherwise in default of remedying the defect, or if the first attempt to remedy such defect fails, ASA may remedy the defect itself or have it remedied by any third party in case of urgency, especially to avoid any major damage or to control any imminent risks; the costs incurred in this context shall be borne by the SUPPLIER. Moreover, the SUPPLIER shall bear the costs incurred in connection with remedying the defect, especially transport, disassembly and installation costs, administrative costs, (any distributor's) handling charges (at the level of ASA's and/or OEM's), as well as any other costs incurred in connection with the remedy of the defect. In particular, the SUPPLIER shall also assume the costs incurred on account of the fact that ASA is obliged to participate in "defect removal programmes" like "Contained Shipping Level" and "Executive Champion Programme" or similar programmes of its buyers, Any statutory claims beyond that or other claims for damages apart from warranty shall remain unaffected.
- 14.4. SUPPLIER warrants that the sale, resale or use of the Performance furnished hereunder will not infringe, directly or indirectly, any patent, copyright, trademark, trade secret or other intellectual property rights of another party (except insofar as such infringement necessarily arises from the use of plans and specifications furnished by ASA), and SUPPLIER agrees to indemnify, defend, protect and save harmless ASA and its successors, assigns, customers, and users of the Performance from and against all claims, suits, actions and all damages, costs, and expenses (including, without limitation, all attorneys' fees and expenses) resulting from any and all notices, claims, suits, actions, fines, or proceedings based on any such actual or alleged infringement. Further, SUPPLIER shall, at its expense, immediately obtain the necessary licenses and/or usage rights to permit ASA and ASA's customers to use, sell, and re-sell the Performance, and, failure to do so shall entitle ASA to a full refund of the purchase price of the Performance together with any costs to replace the Performance with non-infringing Performance.
- 14.5. Warranty starts with transfer of risk regarding the Performance to ASA. The warranty period („Warranty Period“) shall amount to 36 (thirty-six) months, unless explicitly agreed otherwise in writing. It shall be calculated from the later of delivery of the product, commissioning or training by the SUPPLIER. If formal acceptance of the Performance has been agreed, the warranty period shall be calculated from execution of the acceptance protocol by the SUPPLIER and ASA.
- 14.6. For any Service/Performance the operation of which could not be continued during investigation and/or removal of the defect, the current warranty period shall be extended by the period of time that operation had to be interrupted for.

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14.7. Where a replacement is effected or whenever an improved performance shows the same defect, or where the result of remedying the defect is another defect, the warranty period shall start again.

14.8. Other claims of ASA for breach of contract or violation of any other obligations shall remain unaffected.

15. Remedies

15.1. SUPPLIER shall indemnify, defend and hold ASA harmless from and against any and all claims, suit, losses, liabilities, costs and expenses (including ASA's costs of investigation, testing and inspection and attorney's fees and including consequential and incidental damages) caused by any breach by SUPPLIER of any representation, warranty, or covenant herein, or arising out of any act or omission of SUPPLIER or arising from or related to any Performance provided by SUPPLIER to ASA or ASA's customers. In no event shall ASA be liable for consequential or incidental damages. Remedies herein provided shall be cumulative and additional to any other remedies provided under applicable law.

16. Services

16.1. If the performance of SUPPLIER consists of services for ASA, SUPPLIER agrees to defend, indemnify and hold ASA harmless from any and all liabilities, costs, expenses (including reasonable attorneys' fees), claims, suits, actions, proceedings and losses arising from or out of the performance by SUPPLIER of such services.

17. Product liability and public liability insurance

17.1. To the extent that any product liability claims are asserted against ASA, the SUPPLIER shall be obliged to indemnify ASA with respect to any such third-party claims, if, and to the extent that, the loss was caused by a defect of the Performance delivered by the SUPPLIER.

17.2. SUPPLIER shall also be obliged, in particular, to reimburse ASA for all costs and expenses, including the cost of any prosecution or product recall. ASA shall inform the SUPPLIER – to the extent possible and reasonable – about the contents and scope of the recall measures to be undertaken.

17.3. SUPPLIER undertakes to demonstrably contract and to ensure that all subcontractors demonstrably contract product liability and recall cost insurance for the Performance as well as commercial general liability insurance, automobile liability insurance (if licensed vehicles will be used in connection with the Performance) and worker's compensation and employer's liability insurance (if workers are working on or about the premises of ASA) with an adequate amount of cover for personal injury and property damage. SUPPLIER herewith assigns all insurance claims to ASA, which accepts the assignment, or, upon request of ASA, SUPPLIER shall name ASA as additional insured person or beneficiary under such insurance. SUPPLIER, on its own behalf, and on behalf of any of its insurers, hereby waives all rights of subrogation against ASA, its parent, subsidiary or affiliated companies, successors and assigns. SUPPLIER agrees that the existence of available and/or collectible insurance does not in any way limit or relieve SUPPLIER from its duties, liabilities or obligations under these GTCP or the Contracting Parties' contract. The above does not limit ASA's right or claims based on any other provisions of these GTCP or the law.

17.4. ASA shall supply SUPPLIER with any required user manual, installation, use and service instructions, warnings, material safety data sheets or other documentation necessary to make the Performance safe for installation, use, maintenance and service.

17.5. In the event that SUPPLIER at any time becomes aware of any defect or condition affecting the safety of the Performance in application, storage or use, SUPPLIER shall immediately notify ASA and shall provide a full description thereof.

17.6. SUPPLIER shall cooperate with and assist ASA in responding to any inquiry, investigation, or proceeding initiated by any individual, entity, or governmental agency relating to any alleged product defect, including, without limitation, providing SUPPLIER, immediately upon ASA's request, with the identities of any upstream supplier or manufacturer of the Performance, together with identification of the formulae, ingredients, composition, makeup, and components of the Performance.

18. Proprietary rights and confidentiality

- 18.1. The SUPPLIER undertakes to indemnify ASA with respect to all third-party claims for violation of proprietary rights that arise from or in connection with the delivery or service of the Performance and to reimburse all costs and expenses.
- 18.2. The SUPPLIER shall point out to ASA the existence and the use of its own and/or any licensed proprietary rights and applications for registration of proprietary rights, both published and unpublished, with respect to the Performance.
- 18.3. ASA shall at all times have and retain title to all designs, drawings and specifications furnished by ASA to SUPPLIER and intended for use with the purchase order. SUPPLIER agrees to use such designs, drawings and specifications only in connection with this order, to keep them confidential, and to not disclose the same to any other person, firm or corporation, except government inspectors, without obtaining the prior written consent of ASA.
- 18.4. The provision of information by ASA or the purchase of Performance from SUPPLIER does not confer upon SUPPLIER any right, permission or license of any nature in ASA's intellectual property or the intellectual property of affiliates of ASA or asa hydraulik GmbH, Austria. No rights in, or license to, ASA's intellectual property including, without limitation, ASA's patents, trademarks, copyrights, industrial designs, technology, know how, or trade secrets, are conveyed, transferred or granted upon the SUPPLIER absent an express written agreement of ASA or as otherwise stated in this Section 18, provided, however that SUPPLIER shall have a limited, non-exclusive, temporary license to utilize such intellectual property for the purpose of manufacturing the Performance covered by this purchase order and for no other purpose, which limited license shall terminate upon the completion of such manufacture.
- 18.5. If the Performance are based upon ASA's designs, specifications, plans or drawings ("ASA Designed Performance"), nothing in these GTP or elsewhere should be construed as ASA's consent to SUPPLIER's modification or redesign of the Performance for sale to a third party and SUPPLIER agrees that it will not attempt, or assist any third party in attempting, to copy, remanufacture, alter, imitate, mimic, or reverse engineer the Performance or sell the finished Performance to any third party. SUPPLIER grants ASA the right to use ASA Designed Performance for any application and purpose. The provisions relating to confidentiality in these Terms shall apply to ASA's designs, specifications, plans or drawings. All intellectual property rights including, without limitation, patent, copyright, trademark and trade dress rights, relating to ASA Designed Performance or any modification or improvement thereof by ASA or SUPPLIER, shall vest in and be the property of ASA and SUPPLIER shall, upon request of ASA, execute and deliver to ASA all documents required by ASA to perfect such rights.
- 18.6. SUPPLIER shall surrender to ASA the development result produced on the occasion or in the course of the supply relationship, including proprietary rights, to be owned by the latter exclusively, provided the development concerned was ordered by ASA. To the extent that ASA has not ordered or not paid for the development result, ASA shall receive a non-exclusive, gratuitous, irrevocable, transferable right of use, that is unrestricted in material and geographical terms and in terms of content and may be granted to third parties under a sublicense. The transferable and sub-licensable right to use, reproduce and modify proprietary rights in all conceivable ways shall also be surrendered to ASA without restrictions.
- 18.7. Unless otherwise set forth in a separate, written agreement, the SUPPLIER agrees that ASA is entitled to any and all intellectual property rights and exploitation rights in the Performance that arise out of ASA's examination, testing, modification, redesign and/or use of the Performance, including the rights to any and all improvements of the Performance, and SUPPLIER agrees that all such rights will vest in ASA automatically to the fullest extent allowed under applicable law and that SUPPLIER will not perform any acts contrary to, or hostile to, ASA's rights. Pursuant to this subsection, the SUPPLIER agrees to perform any acts required by ASA under applicable law to register or record any assignment of such rights to ASA. However, in such event, ASA shall bear the costs of any fees or expenses necessary to secure ASA's intellectual property rights or exploitation rights that arise under the terms of this subsection and the SUPPLIER hereby grants ASA a non-exclusive, non-transferable license to such intellectual property rights or exploitation rights, but only as applicable to the Performance covered by this subsection

- 18.8. The SUPPLIER shall grant ASA a non-exclusive, gratuitous, transferable, sub-licensable and irrevocable right of use with respect to the SUPPLIER's know-how, development results and/or proprietary rights already existing prior to collaboration of ASA with the SUPPLIER ("Existing Proprietary Rights"), in order to enable ASA to use the development result mentioned in clause 18.6, 18.7 or the Performance provided by the SUPPLIER in all conceivable ways including the right to develop improvements and redesign, in full or in part.
- 18.9. The application for registration and the assertion of proprietary rights to non-gratuitous developments that are created within the scope of the collaboration between ASA and the SUPPLIER shall be due to ASA exclusively. Inventions made by employees of the SUPPLIER during the term of the contractual relationship and with respect to performance of the contract shall be claimed by the SUPPLIER accordingly and assigned to ASA. As regards gratuitous developments, the SUPPLIER shall be entitled to apply for their registration; however, ASA shall at least be entitled to a right of use acc. to clause 18.6, second sentence. Any remuneration for its employees, potentially provided for under the law for inventions made by employees, shall be borne by the respective Contracting Party. For the rest, the statutory provisions shall apply.
- 18.10. Also in case of early termination of the contractual relationship, ASA shall be entitled to a claim to the aforementioned proprietary rights and to the (partial) development results obtained until termination.
- 18.11. The Contracting Parties undertake to observe strict secrecy vis-à-vis third parties, with respect to the knowledge gained from the business relationships. Unless anything to the contrary was agreed separately, the following shall apply. The SUPPLIER undertakes to keep confidential all information provided to it by ASA within the context of their business relationship, or provided by asa hydraulik GmbH, Austria, asa technology Produktions- und Vertriebsgesellschaft, Austria, as well as by companies affiliated to ASA whether or not so marked as confidential at the time of disclosure and regardless of the form in which such information is disclosed, including without limitation, business or financial information drawings, specifications, prototypes, samples, plans, designs, patterns, know how, formulae, composition, ingredients, software, source code, market and marketing information and strategy, application and use of the Performance by ASA, ASA's payment method and source of funds, customer information, and trade secrets („Confidential Information“), to desist from passing on such information to any third parties, and to take care that such information does not come into the possession of third parties, to the extent that and for as long as such information (i) is not, or has not become, accessible to the general public or (ii) was not notified to the recipient by any authorised third party that is not under an obligation to keep the same confidential, or (iii) was not demonstrably known to the contracting partner already before the date of receipt of such information.
- 18.12. ASA's purchase order and SUPPLIER's fulfillment thereof shall be deemed confidential. SUPPLIER shall not publish or disclose to any third party any information relating to the transaction, except as needed to comply with tax and accounting requirements, and then to the least possible degree. SUPPLIER shall not use ASA's name, trademarks, or logos in its advertising or marketing in any way without ASA's express written permission.
- 18.13. At any time upon request of ASA, or at such time as SUPPLIER's performance of the purchase order has been completed, SUPPLIER shall immediately return to ASA all Confidential Information disclosed. At such time, if Confidential Information has been disclosed in electronic form or by electronic mail, SUPPLIER shall delete such information from its computer systems and servers, together with any back-up copies thereof, and shall certify such deletion to ASA in writing.
- 18.14. If the SUPPLIER finds out that any information subject to confidentiality has come into the possession of a third party or that any document to be kept confidential was lost or destroyed, it shall notify ASA accordingly without delay.
- 18.15. Except insofar as separately agreed otherwise, and without the explicit written consent of ASA, the SUPPLIER undertakes to desist from exploiting the information received from ASA outside the context of the purposes agreed between the Contracting Parties.
- 18.16. The obligation to observe confidentiality extends to all relevant employees and authorised agents regardless of the type and legal quality of their employment. The SUPPLIER undertakes to make the aforementioned persons aware of said obligation to observe confidentiality and impose a corresponding

confidentiality obligation upon them. The SUPPLIER shall do its best to keep the group of involved persons as small as possible, with a view to protecting confidentiality.

18.17. The obligation to observe confidentiality and the restrictions of use shall apply during the business relationship with ASA and for a period of 10 (ten) years thereafter.

19. Execution of works

19.1. All persons attributable to the SUPPLIER's sphere of influence who perform any works on the premises of ASA or of the third party designated by ASA by way of performing the contract shall observe the provisions of the respective site rules and the respectively applicable industrial safety rules as well as the Code of Conduct of ASA or said third party.

20. Tools and packaging

20.1. ASA or the third party designated by ASA shall provide the SUPPLIER with the tools on loan. In case of tools manufactured by the SUPPLIER or by the third party instructed by the SUPPLIER, ASA shall become the owner of the tools upon acceptance and payment of the purchase price of the tools at the latest, unless ASA has come to be the owner already before that time. For the rest, ASA shall become the co-owner of the tools subject to the proportion of the payments made to the agreed tool prices, provided this is admissible under the property law provisions applicable at the respective location. If, for any reason whatsoever, no legally effective transfer of title takes place, in spite of acceptance and payment of the purchase price, and/or if handover has been effected already, the SUPPLIER shall hold the tools in trust for ASA and shall surrender them to ASA at any time upon request. The SUPPLIER shall be obliged to use all tools exclusively for the manufacture of the Performance ordered by ASA. The tools shall be labelled by the SUPPLIER as the property of ASA or of the person designated by ASA. The SUPPLIER shall keep an inventory of the tools and provide evidence of the same to ASA at any time upon request.

20.2. The SUPPLIER shall be obliged to insure the tools owned by ASA or the designated third party against the usual risks, such as loss, theft and damage, in the amount of their replacement value (reinstatement value) at its own expense, and shall provide evidence of the valid insurance contract as well as proof of coverage at any time upon request by ASA, and the SUPPLIER hereby assigns all claims for compensation from such insurance to ASA. ASA hereby accepts said assignment.

20.3. The SUPPLIER shall be obliged to carry out all necessary service and inspection work as well as maintenance and overhaul work as well as repairs, including any replacements as required, relating to the tools for its own account in a timely manner. The risk of accidental destruction of the tools at the location of the SUPPLIER shall be borne by the SUPPLIER. Any incidents relating to the tools shall be notified to ASA immediately.

In case of termination of the contract, discontinuation of supply or in case of any other impairment of performance, an application to open insolvency proceedings regarding the assets of the SUPPLIER, in case of the SUPPLIER's bankruptcy or termination of the supply relationship, ASA shall have the right to demand that the tools (including those of the designated third party) and all explanations, technical documentation and materials associated therewith, subject to payment of the remainder of the tool costs still outstanding if applicable, be surrendered without the SUPPLIER being entitled to a right of disposal or retention of any kind.

Should the SUPPLIER have commissioned any third parties to manufacture the tools, or if the tools are left with third parties for the purpose of the manufacture of the Performance or parts thereof, the SUPPLIER undertakes to make agreements in line with this clause 18 with such third parties that will grant ASA the rights set down in this clause 18 vis-à-vis said third parties. To the extent that ASA has not yet acquired the title to the tools, the SUPPLIER shall assign its claims, vis-à-vis said third parties, for surrender of the tools as well as all other claims regarding the tools to ASA, to the extent that ASA has paid the tool costs owed to the SUPPLIER.

20.4. To the extent that any payments by the SUPPLIER to third parties, relating to the tools, are still outstanding, and in the event of termination of the supply relationship, in instances of default, any application to open insolvency proceedings over the SUPPLIER, and in case of the bankruptcy of the SUPPLIER, ASA shall be entitled to effect payment to the third party, instead of payment of the outstanding tool costs to the SUPPLIER, with simultaneous

assignment to ASA of all the SUPPLIER's claims in respect of the tools towards said third party. In that case, the SUPPLIER hereby consents to any such assignment.

20.5. The SUPPLIER shall not be entitled to relocate the tools without the prior written consent of ASA.

20.6. Clauses 20.1. to 20.5 shall also apply to the period of spare part delivery under clause 22. Clause 20.3 second sentence shall apply accordingly to the packaging to be paid by ASA.

21. Hazardous goods / hazard report

21.1. For materials (e.g. substances, preparations) and objects (e.g. goods, components, technical equipment, uncleaned empties) that, based on their nature, their properties or their condition, may be associated with risks to the life and health of persons, the environment and property, and which must accordingly be submitted to special treatment in terms of packaging, transport, storage, handling, and waste disposal, the SUPPLIER shall hand over to ASA, together with the order confirmation a fully completed safety data sheet in accordance with applicable laws and an applicable accident report (transport) that provides, in particular, for instructions to be followed in case of an accident. In case of changes of the materials or of the legal situation, the SUPPLIER shall hand over to ASA updated data sheets.

21.2. If the SUPPLIER offers any service which ASA has already procured from it before, the SUPPLIER shall point out any changes without being solicited to do so, regardless of any further obligation to provide advice.

21.3. In compliance with all applicable laws, the SUPPLIER shall notify ASA of all information that is of significance for assessing the danger to the health and safety of users of the Performance or of any third parties. In this context, the following shall be considered in particular:

- the properties of the Performance including its composition, packaging, assembly instructions, installation, maintenance, and the term of use;
- its effects on other products, to the extent that it is expected to be used with other products;
- its presentation, trade dress, labelling, warnings, operating instructions and instructions for use, and information regarding its disposal, as well as all other product-related information; and
- the group of users exposed to a higher risk than other users when using the Performance.

21.4. The SUPPLIER shall be obliged to provide ASA with all information required by ASA for registration, labelling, packaging in line with legal requirements or requirements imposed on ASA by customers of ASA. The SUPPLIER shall take care that an obligation corresponding to this provision is imposed upon its subcontractors, and moreover it will put its respective subcontractors under such an obligation that all subcontractors within the supply chain, including the manufacturer, are under a corresponding obligation towards the SUPPLIER.

21.5. If the Performance exists in the form of electrical and electronic equipment, such equipment must be labelled according to the EU's RoHS Directive (2011/65/EU) (declaration of conformity) or a comparable US regulation.

22. Spare parts

22.1. The SUPPLIER shall be obliged to supply spare parts for the Performance or, if they can no longer be produced at reasonable economic cost, appropriate substitutes to ASA for a period of 15 (fifteen) years after termination of the relevant supply relationship. For the period of 1 (one) year after termination of supply, the price of spare parts shall correspond to the respectively applicable price for serial parts plus the cost of special packaging. After expiry of that period, the prices of spare parts will be adjusted on the basis of the change of the index of consumer prices as published for „all items“ by the U.S. Bureau of Labour Statistics or a comparable index if the consumer price index is no longer published.

23. Modifications of the Performance and other changes

23.1. Modifications of the Performance (in particular, of its specifications, design and/or materials), of the production processes and/or the production site shall require the previous written consent of ASA.

24. Insecurity

24.1. If because of SUPPLIER's financial condition or for any other reason ASA determines that there are reasonable grounds for insecurity in respect of SUPPLIER's performance hereunder, ASA shall so notify SUPPLIER in writing. If

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asa hydraulik of America, Inc (as of 01 Januar 2025)



within the time specified in such notice, SUPPLIER has not provided ASA assurance acceptable to ASA of SUPPLIER's willingness and ability to render such performance, SUPPLIER shall be deemed to be in default hereunder and ASA may, in addition to all other remedies available to it, cancel its purchase order or any unexecuted portion thereof.

25. Cancellation

- 25.1. In addition to other rights of cancellation set forth in these GTCP, ASA may at any time cancel or suspend this order, or any part thereof, without cause, by giving five days written notice to SUPPLIER specifying the effective date and the extent of such cancellation or suspension. Upon receipt of such notice, SUPPLIER will, to the extent directed by ASA, immediately terminate all work on ASA's purchase order and any contracts thereunder and take all actions reasonably designed to reduce its costs in connection with the work ordered hereunder.
- 25.2. ASA may cancel for cause in the event that SUPPLIER or an affiliated entity of SUPPLIER is the subject of a voluntary or involuntary petition in bankruptcy, SUPPLIER becomes insolvent or the subject of a receivership, or SUPPLIER makes an assignment for the benefit of creditors.
- 25.3. If ASA cancels a purchase order without cause, ASA shall reimburse SUPPLIER for SUPPLIER's reasonable expenses which are properly allocable to and result from such cancellation as determined according to generally accepted accounting practices. The amount of such reimbursement shall in no event exceed an amount equal to that part of the contract price allocable to the part of this purchase order which is cancelled.

26. Compliance

- 26.1. SUPPLIER undertakes to comply with the ASA Code of Conduct, which can be found on the internet at <https://www.asahydraulik.us/imprint> and <https://www.asahyd.com/imprint>
- 26.2. The provisions of the ASA Code of Conduct are an integral part of the contract between SUPPLIER and ASA. The SUPPLIER confirms that it is aware of the provisions of the ASA Code of Conduct and that its employees and subcontractors, suppliers or third parties of any kind that the SUPPLIER engages in the performance of the contract are obliged to comply with these provisions. The SUPPLIER will immediately inform ASA of any actions by its employees or subcontractors that constitute a violation of the ASA Code of Conduct. The SUPPLIER will support ASA in obtaining information relating to violations of the ASA Code of Conduct.
- 26.3. The SUPPLIER further undertakes to comply with all applicable statutes, rules, regulations and orders of Federal, state, and local governments or governmental authorities, including, without limitation, the Fair Labor Standards Act of 1958 and the Occupational Safety and Health Act of 1970 and with all applicable legal or official requirements, norms and other standards of the exporting country, the importing country and the country of destination, in particular those in 4.2 listed regulations and laws. The SUPPLIER ensures that such requirements are also passed on to subcontractors, suppliers and third parties of any kind that the SUPPLIER engages in the performance of the contract, will furnish ASA upon request with a certification of compliance, provide all relating information to and support ASA with respect to any requirements to be fulfilled by ASA or its customers and will hold harmless, defend and indemnify ASA from and against any and all costs, expenses, and damages (including ASA's attorneys' fees) incurred by ASA, and any fines, penalties assessed or awarded against ASA, and any claims, actions, suits, charges, or proceedings filed against ASA as a result of SUPPLIER's violation of such laws or regulations. SUPPLIER agrees to comply with ASA's requirements or the requirements of ASA's customers relating to the reporting of content of the Performance pursuant to Section 1502 of the Dodd-Frank Act (Conflict Minerals), as amended, and regulations adopted thereunder.
- 26.4. The SUPPLIER undertakes to inform ASA separately and in writing if the goods provided (including software and technology) are in accordance with US and EU export control law as well as the national export control law of the exporting country of the goods from export control goods lists (e.g. EU Common Military Equipment List, Annex I the EC Dual-Use Regulation 428/2009, US Ammunitions List, US Commerce Control List). The SUPPLIER will inform ASA immediately of any changes to the approval requirements for the goods delivered due to technical or legal changes or official findings.

- 26.5. The SUPPLIER undertakes to ASA that all export regulations currently applicable to the contractual deliveries and/or services as well as their export and/or re-export will always be complied with. In addition, the SUPPLIER undertakes to comply with all EU and US sanctions regulations and to check its business partners and upstream suppliers against current UN, EU and US sanctions lists.
- 26.6. The SUPPLIER undertakes to confirm compliance with the ASA Code of Conduct, as well as the regulations, sanctions and laws referred to or listed in 4.2, 26.3 and 26.5, credibly and immediately in writing upon request from ASA, and to fulfill the associated obligations.
- 26.7. Any case of violation of the ASA Code of Conduct, as well as points 26.2, 26.3, 26.4, 26.5 and 26.6, entitles ASA to immediately terminate all existing contracts with the SUPPLIER for good cause.
- 26.8. Furthermore, if the SUPPLIER is listed on UN, EU and US sanctions lists, ASA reserves the right to cease all business relationships, payment flows and deliveries with immediate effect. In any case of violation of these compliance regulations, the SUPPLIER is obliged to fully indemnify and hold ASA harmless in this regard.

27. Privacy and data protection

- 27.1. If SUPPLIER receives or obtains personal data or identifiers from, for or on behalf of ASA, it shall comply with applicable state and U.S. privacy or other laws relating to the protection, handling, and storage thereof. Where applicable, SUPPLIER shall comply with Austria's Data Protection Act [DSG] (as amended) and the EU General Data Protection Regulation, and, where necessary, enter into a controller/processor contract as defined in Art. 28 of the General Data Protection Regulation. Where required by applicable law, SUPPLIER shall utilize the contract templates issued by the European Commission to provide a suitable guarantee as defined in Art. 46 Paragraph 2 lit c and d of the General Data Protection Regulation. SUPPLIER shall indemnify, defend and hold harmless ASA with respect to any claim against ASA arising out of or related to SUPPLIER's failure to comply with applicable privacy laws or regulations.
- 27.2. SUPPLIER shall provide ASA with immediate notice of any breach of SUPPLIER's computer network, system, servers, or data that results in the copying, theft, ransom, disruption, corruption, or lack of access to ASA's Confidential Information or other data disclosed or provided by ASA or that otherwise involves or effects its agreements with ASA or these GTCP. SUPPLIER represents that it has in place reasonable protections and security measures against cyberattack, intrusion, and infiltration.

28. Advertising

- 28.1. It shall not be permissible to use inquiries, orders of ASA and the associated correspondence for advertising purposes.
- 28.2. The SUPPLIER must not use the business relationship in its advertising except with ASA's previous explicit consent in writing.

29. Place of performance, applicable law, place of jurisdiction

- 29.1. If all Contracting Parties hereto have their registered office within the United States of America, the contract shall be governed exclusively by the laws of the state of ASA's registered office (the „Forum State“). If not all Contracting Parties hereto have their registered office within the United States of America, the contract shall be governed exclusively by Austrian law. In each case, this shall apply to the exclusion of the conflict of law rules and of the UN Convention on the International Sale of Goods.
- 29.2. If all Contracting Parties hereto have their registered office within the United States of America, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and each Contracting Party irrevocably consents and submits to the exclusive personal and subject matter jurisdiction. The Expedited Procedures shall apply in any case administered under the ICDR Rules in which no disclosed claim or counterclaim exceeds USD \$250,000 exclusive of interest and the costs of arbitration. Further, absent agreement of the parties or the determination of the Arbitrator otherwise, disputes in which no disclosed claim or counterclaim exceeds USD \$100,000 shall be resolved on documents only. Claims shall be heard by a

single arbitrator, unless the claim amount exceeds USD \$5,000,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be New York City, USA. The language of the arbitration shall be English. The arbitrator shall be selected by the so called list-process foreseen in the ICDR International Arbitration Rules. The award shall be made within 6 months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. If not all Contracting Parties hereto have their registered office within the United States of America, all disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the Vienna International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with the said Rules. The number of arbitrators shall be one. The substantive law of Austria shall be applicable. The language to be used in the arbitral proceedings shall be English. The seat of the arbitral tribunal is Vienna. However, both ASA and the SUPPLIER are also entitled to assert claims against the other Contracting Party before the court with subject-matter jurisdiction for the other Contracting Party's registered office in case the jurisdiction of the other Contracting Party does not accept or enforce a decision of the Vienna International Arbitral Centre of the Austrian Federal Economic Chamber.

29.3. However, the Contracting Parties will do their best to resolve by amicable agreement any disputes arising between them in connection with this GTCDP.

30. Final provisions

- 30.1. Should any of the provisions of the contract or of the present GTCP be or become ineffective or unenforceable in full or in part, the validity of the remaining provisions shall remain unaffected. The same applies if it turns out that the contract or the GTCP contain any loophole. Instead of the ineffective or unenforceable provisions or to fill the loophole, the Contracting Parties shall agree upon an appropriate provision in line with formal requirements that comes as close as possible to what the Contracting Parties would have intended had they been aware of the ineffectiveness, unenforceability or of the loophole.
- 30.2. If the SUPPLIER or an affiliated entity of SUPPLIER ceases its payments, or if insolvency proceedings or judicial or extrajudicial settlement proceedings are applied for with respect to its assets, ASA shall be entitled to withdraw from the contract with SUPPLIER entirely or with respect to the part of the contract not performed yet. ASA shall be entitled to offset any claim of the SUPPLIER against a mature claim which ASA has against an affiliate of the SUPPLIER.
- 30.3. SUPPLIER shall not delegate its performance hereunder to subcontractors, suppliers or third parties or assign its right to any payment not yet earned without ASA's written consent, which consent shall be granted in ASA's sole discretion. SUPPLIER shall require all of its subcontractors and suppliers to comply with these GTCP. Delegation of performance by SUPPLIER shall not relieve SUPPLIER of its obligations under the Contracting Parties' contract or these GTCP. ASA may assign its rights under the Contracting Parties' contract to a subsidiary or affiliate of ASA or other affiliate of asa hydraulik GmbH.
- 30.4. For as long as the SUPPLIER fails to notify any change of address in writing, all notices and statements may be sent to the address indicated in the order confirmation. The SUPPLIER shall be liable for incorrect or incomplete information provided about its undertaking (company).
- 30.5. Any amendments, supplements and side-agreements to this contract must be made in writing and signed by both Contracting Parties to become legally valid, unless any more stringent formal requirements have been provided for. The same shall apply to any waiver of this written from these requirements.