

<b>Subject:</b>	<b>General Conditions of Purchase</b>
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## **GENERAL CONDITIONS OF PURCHASE**

### **1. Applicability of General Conditions**

*1.1 These General Conditions shall be applied on purchases of machinery, equipment and materials by Kampf Machinery UK Ltd or its subsidiaries provided that the Parties to the transaction, in the Purchase Contract governing such transaction, have agreed thereupon in writing or otherwise.*

*1.2 Amendment or modification of these General Conditions shall not become binding unless agreed upon in writing in the Purchase Contract between the Parties governing the individual transaction.*

### **2. Definitions**

*2.1 Party shall be deemed to mean the Purchaser or the Supplier.*

*2.2 Purchase Contract shall be deemed to mean either a contractual Instrument, including any attachments thereto, specifying the terms and conditions of a transaction executed by the Parties, or in failure of such contractual instrument, the purchase order issued by the Purchaser and accepted without modifications by the Supplier or the sales offer issued by the Supplier and accepted without modifications by the Purchaser.*

*2.3 Goods shall be deemed to mean the machinery, equipment, material or commodity, including any technical documentation relating thereto, specified in the Purchase Contract, which constitutes the object of the transaction and which is to be delivered by the Supplier to the Purchaser.*

### **3. Sales material and documentation**

*3.1 Any information or data contained in any technical or commercial sales material or documentation used, presented or conveyed by either Party during the negotiations of the Purchase Contract shall become binding on the Parties only to the extent that such material or documentation is attached to or made part of the Purchase Contract.*

#### **4. Technical standards and instructions**

**4.1 The technical standards and quality or safety instructions expressly specified in the Purchase Contract shall be applied to the delivery as well as the design (if applicable), manufacture, testing and inspection of the Goods specified by the Purchase Contract. Should the Purchase Contract fail to specify applicable technical standards or quality and safety instructions the following standards and instructions shall apply, where applicable, on the delivery as well as on the design, documentation, manufacture and testing of the Goods:**

**a) ISO 9001 (if the design and/or dimensions of the Goods are included in the scope of delivery)**

**b) ISO 9002**

**c) ISO 14000**

**d) Council Directive on the Approximation of the Laws of the Member States related to Machinery of the European Union as valid on the date of entering into force of the Purchase Contract EMC Directive of the European Union as valid on the date of entering into force of the Purchase Contract.**

#### **5. Drawings and technical documentation**

**5.1 The scope of delivery shall be deemed to include and the Supplier shall, without any additional cost to the Purchaser, deliver to the Purchaser any drawings and technical documentation specified in the Purchase Contract in accordance with the time schedule set forth in the Purchase Contract.**

**If the Purchase Contract fails to specify the drawings or technical documentation contained in the scope of delivery or the delivery schedule of such documentation, the following drawings and technical documents relating to the Goods shall be delivered by the Supplier to the Purchaser not later than on the date of expiry of the delivery time of the Goods specified by the Purchase Contract:**

- a) Assembly and dimensional drawings with weight data;**
- b) Circuit diagrams and flow-charts;**
- c) Installation drawings and -instructions necessary for the erection and installation of the Goods;**
- d) Operation and maintenance manuals and instructions necessary for the use, operation and maintenance of the Goods;**
- e) Inspection and quality certificates**

***5.2 The drawings and technical documentation specified in Clause 5.1 above shall, unless otherwise agreed in the Purchase Contract, be delivered in six (6) bound or otherwise suitably composed copies of which one (1) copy shall be in digital format or as a transparency.***

***Of the drawings and technical documents material to be delivered, one (1) documentary copy shall be in the original language of the Purchaser whereas the remaining copies shall be translated into the language specified in the Purchase Contract. If no documentation language is specified by the Purchase Contract the drawings and technical documentation material shall be delivered in the English language.***

***5.3 The drawings and documentation material delivered by the Supplier to the Purchaser in accordance with the Purchase Contract shall be the property of the Purchaser and the Purchaser shall be free to transfer such material to the end-user of the Goods.***

***5.4 Any commercial or technical documentation, other than the drawings and technical documentation specified in Clause 5.1 above, prepared by either Party and disclosed or made available to the other Party before or after the date of entering into force of the Purchase Contract shall remain the property of the disclosing Party and the receiving Party shall not, without the prior consent of the disclosing Party, be entitled to disclose or make available such documentation to any third party. Neither Party shall be entitled to use any confidential documentation, as defined in this Clause 5.4, received from the other Party for any purpose other than the implementation of the Purchase Contract.***

***5.5 The Supplier shall, up to the date of expiry of the guarantee period as defined in Clause 14 herein under, be responsible to the Purchaser for any errors or defects in the drawings and technical documentation delivered to the Purchaser. In addition to the above liability in damages to the Purchaser the Supplier shall without delay and without cost to the Purchaser correct and rectify any errors or defects in the delivered documentation.***

## **6. Tests and inspections**

***6.1 The tests and inspections to be performed in regard to the Goods prior to delivery as well as the mode of performance of such tests and inspections shall be specified in the Purchase Contract.***

***If the Purchase Contract contains no provisions regarding testing and inspection of the Goods prior to delivery the Supplier shall nevertheless be obligated, without any additional cost to the Purchaser, to perform and conduct any tests and inspections of the Goods as well as to obtain any inspections or test certificates required by the laws and regulations in the country of manufacture prior to the delivery of the Goods.***

***6.2 The Purchaser or his appointed representative shall, prior to delivery of the Goods, be entitled to perform and conduct tests and inspections of the Goods and technical documentation material. Such tests and inspections by the Purchaser are to be performed in a manner which does not obstruct or unreasonably disturb the design or manufacturing activities of the Supplier. The Purchaser or his appointed representative shall, in addition, be entitled to be present in any test or inspection of the Goods or the technical documentation material conducted by the Supplier or any inspection authority in accordance with the Purchase Contract. The Supplier shall, not less than ten (10) days in advance, notify the Purchaser in writing of any such tests or inspections to be performed. The absence of the Purchaser or his representative from any test or inspection notified by the Supplier shall not prevent the Supplier from performing the test or inspection.***

***6.3 Tests and inspections of the Goods or technical documentation shall, unless otherwise agreed in the Purchase Contract, be performed at the place of manufacture of the Goods during normal working hours of the Supplier and in accordance with the practices applied in the respective branch of industry. Records have to be kept on all tests and inspections of the Goods stating the time, purpose, object, results and findings as well as the conductor of the test or inspection.***

***6.4 The Supplier shall bear all costs arising in connection with any tests and inspections at the place of manufacture of the Goods. The Purchaser shall, however, bear any travel, lodging or other expenses of his representative in connection with such tests and inspections.***

## **7. Delivery time**

***7.1 The delivery time shall, unless otherwise expressly agreed between the Parties, begin on the date of the Purchase Contract i.e. on the date of execution by both Parties of the contractual instrument or in failure of such contractual***

*instrument on the date when one Party has accepted the offer of the other Party in the form of an Order Acknowledgement.*

**7.2** *The delivery time shall expire on the date specified in the Purchase Contract. The time of delivery of the Goods is of the essence of the Purchase Contract.*

**7.3** *If, during the delivery time, it becomes, or should become apparent to the Supplier that the Supplier will be unable to deliver the Goods within the agreed delivery time, the Supplier must notify the Purchaser without delay in writing of the foreseeable delay in delivery, specifying the cause of delay as well as the estimated time of delivery. In the event that the Supplier fails to notify the Purchaser of such foreseeable delay and delay in delivery attributable to the Supplier occurs, the Purchaser shall be entitled to reject the Goods delivered and to claim damages under clause 16.*

**7.4** *If, during the delivery time, it becomes apparent or should become apparent to the Purchaser that the Purchaser will be unable to receive the Goods on the date of expiry of the agreed delivery time; the Purchaser must notify the Supplier without delay in writing of the foreseeable delay of the Purchaser as well as of the estimated time of reception of the Goods. If the reception of the Goods is delayed due to causes attributable to the Purchaser the Purchaser must, regardless of such delay, pay the purchase price in accordance with the agreed terms of payment. Upon request of the Purchaser the Supplier shall arrange suitable storage for the Goods at the risk and expense of the Purchaser.*

## **8. Completion of delivery - Terms of delivery**

**8.1** *The Supplier shall be deemed to have completed the delivery when the Goods, i.e. the machinery, equipment, commodity or material including any technical documentation related thereto specified by the Purchase Contract has been fully delivered in accordance with the term of delivery specified in the Purchase Contract. The completion of the delivery as aforesaid or the making of any payment by the Purchaser attached to such completion shall not release the Supplier from any responsibilities regarding subsequent defects in the Goods.*

**8.2** *The Purchaser shall inspect the Goods delivered upon commissioning the Goods at the manufacturing facility of the Purchaser or at the site of installation of the plant to be delivered by the Purchaser (referred to hereinafter as the Plant) and into which the Goods are intended to be incorporated. The Purchaser shall without delay notify the Supplier of any defects in the Goods that have occurred in connection with the commissioning*

*thereof and the Supplier shall, upon receipt of such notification, without delay and without cost to the Purchaser remedy such defects. The Supplier should remedy any defect in the Goods without delay or within a reasonable time period specified in the notification of the Purchaser. Failing this, the Purchaser shall be entitled to remedy the defect at the cost of the Supplier or, if the defect is in the Purchasers opinion, to terminate the Purchase Contract entirely or in part.*

**8.3** *The term of delivery specified by the Purchase Contract shall be interpreted in accordance with the last edition of INCOTERMS valid on the date of the Purchase Contract. If the Purchase Contract fails to specify the term of delivery the following term of delivery shall apply:*

*a) FCA - Free carrier at the place of manufacture of the Goods (INCOTERMS) - in deliveries the final destination of which is unknown to the Supplier or the destination of which is the manufacturing facility of the Purchaser.*

*b) DDU - Delivered duty unpaid at the site of installation (INCOTERMS) - in deliveries the destination of which is the site of installation of the Plant supplied by the Purchaser into which the Goods are to be incorporated.*

## **9. Delay in delivery**

**9.1** *Should the delivery of any machinery, equipment, commodity or material contained in the Goods be delayed due to any cause other than Force Majeure, as specified in Clause 18 herein under, or circumstances attributable to the Purchaser, the Supplier shall pay liquidated damages to the Purchaser amounting to 0.5 % of the total contract price of the goods for each week, or part of week, of delay not, however, exceeding 7.5 % of the total contract price. In the event of the delay exceeding 4 weeks, the delay penalty will continue until the alternative goods are received.*

**9.2** *Should the delivery of any drawings or technical documentation contained in the Goods and expressly subjected by the Purchase Contract to liquidated damages, be delayed due to any cause other than Force Majeure, as specified in Clause 18 herein under, or circumstances attributable to the Purchaser, the Supplier shall pay liquidated damages to the Purchaser amounting to 0.1 % of the total contract price for each week, or part of week, of delay not, however, exceeding 2.0 % of the total contract price.*

**9.3** *The Purchaser shall not be entitled to present any claims, in addition to the liquidated damages specified above, on account of any delay in delivery by the Supplier, unless such delay actually occurred or is likely to occur in regard to any portion of the Goods which shall entitle the Purchaser to claim the*

*maximum amount of liquidated damages for such portion of the Goods or unless the Purchaser is entitled to reject the Goods in accordance with Clause 7.3.*

*9.4 Any amount of liquidated damages on account of delay in delivery shall become due on demand and the Purchaser shall be entitled to deduct any amount of liquidated damages due from any unpaid amount of the contract price. Claims for payment of liquidated damages due to delay in delivery shall be made within six (6) months from the date of expiry of the contractual time of delivery after which period the right to present such claims shall expire.*

*9.5 If the delivery is delayed due to circumstances of Force Majeure, as specified in Clause 18 herein under, or due to causes attributable to the Purchaser, the Purchaser shall not be entitled to claim liquidated damages and the time of delivery shall be extended by a period corresponding to the duration of such delay.*

## **10. Contract price - Terms of payment**

*10.1 The Purchaser shall pay the contract price specified by the Purchase Contract in accordance with the terms of payment stipulated therein. Unless otherwise agreed in the Purchase Contract the contract price specified in the Purchase Contract shall be deemed to constitute the total and fixed price, excluding any value-added tax (VAT) levied thereon, payable by the Purchaser to the Supplier and shall constitute full compensation for the fulfilment by the Supplier of any and all contractual obligations relating to the delivery of the Goods or performance of any services. The Supplier shall not be entitled to receive additional payment unless otherwise specified in the Purchase Contract or separately agreed in writing between the Parties.*

*10.2 Unless other terms of payment have been agreed upon in the Purchase Contract the Purchaser shall pay the full contract price against invoice within sixty (60) days from the date of completion of the delivery of the Goods in accordance with the Purchase Contract.*

*If the making of any payment by the Purchaser is to be conditional upon the submittal of a financial guarantee by the Supplier to the Purchaser as security for the fulfilment by the Supplier of contractual guarantee, warranty or similar obligations, such financial guarantee as well as the content thereof shall be expressly agreed upon in the Purchase Contract.*

*10.3 If the transaction specified by the Purchase Contract is subject to value-added tax (VAT) the Purchaser shall, in addition to the contract price, pay any value-added tax levied thereupon in accordance with the fiscal regulations*

*applicable on the transaction. The amount of value-added tax (VAT) payable on the contract price shall be stated on the invoice of the Supplier.*

### **11. Transfer of title - Risk of Goods**

*11.1 Unless otherwise agreed in the Purchase Contract the title to the Goods, or any part thereof, shall pass from the Supplier to the Purchaser upon receipt in accordance with these General Conditions of Purchase. The risk of the Goods shall pass from the Supplier to the Purchaser in accordance with the term of delivery specified by the Purchase Contract.*

### **12. Modifications**

*12.1 The Supplier shall not during the time of delivery, without the written consent of the Purchaser, be entitled to make modifications of or changes in the Goods specified by the Purchase Contract.*

*12.2 Modifications requested by the Purchaser shall be subject to review by the Supplier and any additional costs or delivery date changes must be agreed in writing before the modifications can be implemented. Any request by the Purchaser for such modifications shall be made in writing.*

*12.3 Any modifications of or additions to the Goods during the delivery time, including the modifications specified in Clause 12.2 above, shall in each case be subject to a separate agreement in writing between the Parties.*

### **13. Warranties and guarantees**

*13.1 The Supplier guarantees and shall be responsible to ensure that the Goods delivered are in accordance with the Purchase Contract and meet the quality standards specified by the Purchase Contract (Quality guarantee).*

*13.2 The Supplier guarantees that the Goods delivered are free from defects and shall, be responsible for any defect in the Goods that may occur after the delivery thereof due to faulty design, material or workmanship of the Goods (Mechanical warranty).*

*13.3 If any performance, consumption or other functional data or characteristics of the Goods are specified in the Purchase Contract, the Supplier guarantees and shall be responsible for that the Goods delivered meet such data or characteristics specified in the Purchase Contract under the operational circumstances specified by the Purchase Contract.*

**13.4** *The responsibility of the Supplier under the guarantees and warranties specified in Clauses 13.1 and 13.2 above (Quality guarantee / Mechanical warranty) shall be limited to defects in the Goods, which occur during the guarantee period or which can be satisfactorily demonstrated to have been in the Goods during the guarantee period. Any claims by the Purchaser based on the above guarantees by the Supplier are to be presented not later than within six (6) months from the date of expiry of the guarantee period.*

*The responsibility of the Supplier under the guarantee specified in Clause 13.3 above shall, unless the performance of a guarantee test is required by the Purchase Contract, expire when the Goods, duly commissioned and put into its intended production use, have fulfilled the contractual performance guarantee in continuous production use during a consecutive period of twenty-four (24) hours, not however later than on the date of acceptance of the Plant into which the Goods have been incorporated.*

#### **14. Guarantee period**

**14.1** *The guarantee period, as referred to in Clause 13 above, shall be twenty-four (24) months from the date of commencement of the guarantee period, or unless otherwise agreed in the Purchase Contract, however not longer than thirty-six (36) months from the date of completed delivery of the Goods. The date of commencement of the guarantee period shall, in regard to Goods delivered to a production facility of the Purchaser, be the date of completed delivery of the Goods, or, in regard to Goods delivered to a site of installation of a Plant into which the Goods are to be incorporated, the date of take-over of the Plant by the end-user. Upon request by the Supplier the Purchaser shall inform the Supplier in writing of the date of commencement of the guarantee period.*

**14.2** *All defects within the guarantee period, in the first instance, will be referred to the Supplier prior to effecting a remedy. If a defect in the Goods, within the guarantee undertaking of the Supplier, occurs which is to be remedied by the Supplier in accordance with the Purchase Contract, then a fresh guarantee period of twenty-four (24) months or as the originally agreed guarantee period of Purchase Contract, if specified in the Purchase Contract, shall commence in regard to the Goods, or any part thereof, repaired or replaced by the Supplier on the date of acceptance of such repair or replacement by the Purchaser. The guarantee period for any Goods not subjected to repair or replacement by the Supplier shall be extended only by such a period during which such Goods have been unserviceable.*

**14.3** *The guarantee period shall in all respects expire not later than forty-eight (48) months from the date of commencement of the original guarantee period as specified in Clause 14.1 above.*

### **15. Responsibility of defects**

**15.1** *If a defect in the Goods occurs, within the guarantee undertaking of the Supplier, the Purchaser shall without delay notify the Supplier of such defect (Notice of defect). In his notice of defect the Purchaser shall set a reasonable deadline for the Supplier to complete any remedies of the defect. If the notice of defect by the Purchaser fails to stipulate a deadline for the remedies or if the Supplier is unable to remedy the defect within the deadline stipulated by the notice of defect the Supplier shall within seven (7) days from the date of receipt of the notice of defect inform the Purchaser of the time by which the defect will be remedied by the Supplier. Notices of defect by the Purchaser and notices of remedy by the Supplier shall be made in writing or by facsimile.*

**15.2** *The Supplier shall, without delay and within the time period construed in accordance with Clause 15.1 above, at his choice repair or replace any defective Goods. If the defect is causing, or may cause, interruption in the production of the Plant into which the Goods have been incorporated the defect shall be remedied forthwith. The Supplier is responsible for that any repair or replacement of the Goods is performed with adequate skill and expertise.*

**15.3** *Unless otherwise agreed between the Parties any repair or replacement of defective Goods by the Supplier herein under shall be performed at the site where the Goods are located in a manner which causes least disturbance to the production use of the part. The Supplier shall not be responsible for any delay of remedies beyond the set deadlines provided that such delay is caused by the optimization of the production of the Plant or scheduling of standstills required for the performance of remedies.*

**15.4** *The Supplier shall bear all reasonable costs and expenses relating to the repair or replacement of defective Goods. The costs incurred for any design, engineering, manufacturing, transportation, dismantling and installation costs as well as any travel, lodging or other personnel expenses will be subject to the scope on the Purchase Contract and is to be agreed by both parties. available to the Purchaser at the place of location of the Goods once all agreed payments have been made.*

**15.5** *Any goods replaced, shall upon completion and acceptance of the remedy, be the property of the purchaser and shall be made available to the purchaser at the place of location of the goods, once all agreed payments have been made.*

**15.6** *The responsibility of the Supplier here under shall not extend to defects in the Goods which are caused by faulty installation of the Goods; failure to operate or maintain the Goods in accordance with the operation- or maintenance manuals delivered by the Supplier; modifications or alterations implemented after delivery without the prior consent of the Supplier or by normal wear and tear. The responsibility of the Supplier shall furthermore not extend to defects in the Goods caused by materials or structures prescribed or provided by the Purchaser.*

**15.7** *Should the Supplier fail to remedy any defect in the Goods without delay and within the time period construed in accordance with Clause 15.1 above the Purchaser shall be entitled to remedy such defect at the cost of the Supplier. Any repair or replacement of defective Goods performed by the Purchaser in accordance herewith shall not release the Supplier from any responsibility under the Warranty undertaking of the Supplier in regard to repaired or replaced Goods provided that such repair or replacement has been performed in accordance with the instructions of the Supplier or otherwise with adequate skill and expertise. Minor defects, the remedy of which cannot be delayed and does not require special expertise possessed by the Supplier, may be remedied forthwith by the Purchaser at the cost of the Supplier provided that the Purchaser without delay shall inform the Supplier in writing of the defect as well as the remedy.*

**15.8** *If there are material defects in the Goods and the Supplier has failed to remedy such defects within the time period stated in Clause 15.1 or if, despite measures taken by the Supplier the defects have recurred, the Goods may be deemed not to be of satisfactory quality and / or not fit for the purpose specified by the Purchase Contract and the Purchaser will be entitled to reject the Goods and terminate the Purchase Contract entirely or in part and will be entitled to a full refund.*

## **16. Liability in damages**

**16.1** *The Supplier shall be liable for any damage to the Goods up to the transfer of the risk of the Goods. Upon transfer of the risk of the Goods to the Purchaser the liability of the Supplier shall be limited to damage caused by acts or omissions of the Supplier relating to the Goods.*

**16.2** *The Supplier shall, unless otherwise agreed in the Purchase Contract, be responsible to the Purchaser for any damage to any property of the Purchaser attributable to breach of contract, wilful acts, negligence or not fit for purpose.*

**16.3** *Neither Party shall be responsible to the other for any consequential damage including but not limited to loss of production, loss of profit or other*

*indirect damage provided that such damage is not caused by wilful acts or gross negligence of a Party.*

**16.4** *The Supplier makes no exclusion of its liability for death or personal injury arising from his negligence.*

**16.5** *The Supplier shall indemnify the Purchaser against all claims by third parties including customers of the Purchaser and their sub-buyers arising out of any breach whatever by the Supplier of the Purchase Contract whether due to lack of satisfactory quality or lack of fitness for purpose of the Goods or any of the Goods or otherwise. The Purchaser shall notify the Supplier of third party claims promptly.*

### **17. Infringement of industrial property rights**

**17.1** *The Supplier bears the responsibility that the Goods, or the use or transfer thereof, shall not infringe any industrial property rights of any third party. If claims based on infringement of industrial property rights are made by a third party against the Purchaser, the Supplier shall be obliged to indemnify the Purchaser for all costs and expenses arising out of or in connection with such claim or infringement. The Purchaser shall, however, without delay notify the Supplier of any such claim against the Purchaser and allow the Supplier to either independently plead or to intervene in the proceedings regarding such infringement claim.*

**17.2** *Should the Goods delivered be found to infringe industrial property rights of a third party, the Supplier shall, without cost to the Purchaser, modify the Goods to be non-infringing or to obtain and maintain such licence and rights from the third party as are required for the unrestricted continuous use of the Goods as specified in the Purchase Contract.*

**17.3** *Where specifications and designs of the Goods have been provided by the Purchaser, the copyright, design right or other intellectual property right in them shall remain the property of the Purchaser.*

### **18. Force Majeure**

**18.1** *Neither Party shall be responsible to the other for any delay or failure to fulfil any obligation under the Purchase Contract or for any damage caused thereby in the event of such delay, failure or damage being caused by cases of Force Majeure.*

**18.2 Force Majeure shall be constituted by any circumstance arising after the entering into force of the Purchase Contract which is beyond the control of the respective Party and which impedes or creates unreasonable hardship for the implementation of the Purchase Contract including but not limited to industrial disputes; exceptional natural disasters; fire; war or warlike circumstances; major civil disturbance; currency restrictions; general shortage of raw material or energy.**

**18.3 In order to effectively invoke Force Majeure a Party shall notify the other Party in writing of the commencement of any circumstance constituting Force Majeure as well as on the cessation thereof.**

### **19. Termination**

**19.1 Either Party shall be entitled to terminate the Purchase Contract forthwith in the event that the other Party is declared bankrupt; files for bankruptcy; enters into liquidation; enters into an arrangement with its creditors or becomes insolvent. Either party shall furthermore be entitled to terminate the Purchase Contract if the other Party is in essential breach of the Purchase Contract and fails to remedy such breach within thirty (14) days from receipt of written notice by the injured Part to do so.**

**19.2 The Purchaser shall be entitled to terminate the Purchase Contract if delivery of the Goods or any machinery, equipment or technical documentation contained therein is delayed or is likely to be delayed for any reason, other than Force Majeure or reasons attributable to the Purchaser, for a period exceeding the period specified in Clause 9 above which entitles the Purchaser to any maximum amount of liquidated damages due to delay. The Purchaser shall furthermore be entitled to terminate the Purchase Contract in the event of material defects in the Goods as specified in Clause 15.8 above.**

### **20. Applicable law - Settlement of disputes**

**20.1 The Purchase Contract shall be governed by and construed in accordance with the laws of England and Wales.**

**20.2 If any disputes shall arise between the Parties as to the meaning of this Contract or any matter arising out of this Contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the Parties (in default of Agreement within 21 days of the service upon one Party of a written request requesting such appointment) by the President for the time being of the Chartered Institute of Arbitrators.**

## **21 Quality, material used and Traceability**

***21.1 The supplier will take all necessary measures to ensure that the goods are in conformity with the contract and legal provisions. Subject to three days' notice Kampf or its representatives are entitled to carry out audits and/or quality control among the manufacturing facilities of the supplier before or during the contract. Such audits and controls made by Kampf do not reduce the supplier's contractual responsibility, concerning the scope of the suppliers own control and do not preclude Kampf to refuse all or part of the goods at the delivery. The supplier shall give Kampf the necessary assistance to carry out the above-mentioned audits and quality control.***

***21.2 Traceability. The Supplier undertakes, upon request of Kampf, to communicate all elements allowing Kampf to identify the place and date of manufacture of the Goods and their components, as well as the quality controls carried out.***

## **22 Hygiene, safety and environment**

***22.1 During the delivery of the goods to the site indicated by Kampf, the supplier shall respect and have respected by its employees, representatives and sub-contractors as the case may be regulations in force on the delivery site indicated by Kampf in the field of hygiene, safety environment, work conditions as well as the laws and regulations applicable. In case of violations of such regulations, the access to or the stay in the delivery site can be refused to the supplier or its sub-contractor as the case may be. Any consequences arising out of this regulation, including the refusal or access or the stay on the delivery place will be to the supplier's account.***

## **23 Tools**

***23.1 Tools which are financed in whole or in part by Kampf can only be used for the execution of the orders of Kampf unless written consent is given by Kampf. Such tools belonging to Kampf, must be recognizable as such and returned to Kampf at its first request. The keeping, maintenance and repairing of the goods as well as maintaining proper insurance coverage for the tools are for the suppliers account on the conditions agreed upon the parties or failing that, in accordance with the legal provisions applicable to a trust agreement. In case the Supplier fails to carry out its duties, it hereby authorizes Kampf to make use of the tools that are at its disposal to***

*manufacture, have manufactured or have the goods comply with what should have been delivered, for as long as the incapacity of the supplier to carry out its duty lasts.*

#### **24 Sub Contractor assignment, transfer financial difficulties**

*24.1 The supplier is neither entitled to sub-contract, assign nor to transfer to third parties part or a whole order nor to change the manufacturer or subcontractor without the prior written consent of Kampf. In addition, Kampf is entitled to carry out controls of the sub-contractors reliability prior to authorizing the latter to perform as a sub-contractor of the supplier. The supplier remains the only person responsible towards Kampf for the correct performance of the order, in accordance with the conditions and deadlines defined.*

*In case of a capital investment by the supplier in a company not controlled by the supplier, of a merger by the supplier with a company not controlled by the same company having control over the supplier and in case of change of control, Kampf shall be immediately informed by the supplier.*

#### **25 Supply of spare parts & Support (Technical).**

*25.1 The supplier undertakes, unless otherwise agreed, to maintain the delivery of spare parts for a minimum time period of 10 (ten) years, starting with the official notification that the manufacturing of the goods has stopped.*

#### **26. General provisions**

*26.1 The supplier shall not, without the written consent of the other Party, be entitled to assign or transfer the Purchase Contract or any right or obligation thereunder to any third party.*

*26.2 Any amendment of or addition to the Purchase Contract or any appendix thereof shall not be binding upon the Parties unless made in writing and executed by both Parties.*

#### **27 Orders**

**27.1 Orders, contracts and tenders, as well as any modifications thereof must be in written form (by mail or telecopy). The supplier must confirm the order placed by Kampf within three days. In case the supplier does not confirm the order within the above-mentioned timeframe, Kampf will consider that the order has already been accepted by the supplier. Any reservations or limitations made by the supplier after the order is placed will only be taken into consideration if accepted in writing by Kampf.**

**27.2 Kampf is entitled to ask the supplier in writing to bring modifications to the goods initially the object of the order form or contract. The supplier must inform Kampf as soon as possible but at the latest seven (7) calendar days from Kampf's request of the new delivery date and in general of all consequences resulting from the requested modifications. The supplier will start working on the corresponding modifications only after having a written approval from Kampf. Kampf reserves its right to notify the supplier, and amendment, increase, decrease, rescheduling, or cancellation of orders without penalty.**

<b>Issue</b>	<b>Description</b>	<b>Date</b>
<b>1</b>	<b>Published Release</b>	<b>06/12/2012</b>
<b>2</b>	<b>Rebranding</b>	<b>07/11/2025</b>