

Notwithstanding any general conditions provided by Vendor, these General Purchasing Terms and Conditions for goods, works including engineering and/or services ("GPTC") shall apply to purchases made by Niomex GmbH ("Niomex"), unless expressly specified otherwise in the purchase order issued by Niomex ("PO") or otherwise expressly confirmed by Niomex in writing. "Vendor" means the vendor identified in the PO. Niomex and Vendor are also hereinafter referred to as "Party" and jointly as "Parties". "Supply" means the full scope of goods, equipment, components, materials, spare parts, documentation, software, works as well as any other items manufactured, assembled and supplied including associated engineering, services and other work performed by Vendor as defined in the PO. "Basic Information" means such engineering bases or initial information to be provided by Niomex to Vendor as specified in the PO.

1. Supply. Vendor shall perform and deliver the Supply to Niomex in accordance with these GPTC and the PO. The documentation shall be in English language, unless expressly agreed otherwise in writing. Niomex shall own any patterns, tools or molds (indistinctly referred to as "tooling") specifically made for the manufacturing of Supply if such tooling is paid by Niomex. Vendor is entitled to use tooling solely for the purpose of manufacturing Supply to Niomex and is required to store the same according to Niomex's instructions. Niomex shall make Basic Information available to Vendor for the execution of the Supply as specified in the PO. Upon receipt of Basic Information, Vendor shall conduct a review of the completeness, accuracy and suitability of the information received. If Vendor considers any Basic Information incomplete or unsuitable or becomes aware of any other inaccuracies in the Basic Information during performance of the Supply, Vendor shall promptly notify Niomex accordingly and Niomex shall provide additional information if it determines that the Basic Information provided is incomplete, unsuitable or inaccurate. Vendor shall not be relieved from its obligations or responsibilities to provide the Supply free from defects and fit for purpose, unless Vendor has promptly notified Niomex of any incomplete, unsuitable or inaccurate Basic Information it has detected or should have detected exercising proper diligence and care.

2. Prices and Payment Terms. Niomex shall pay to Vendor for the full and complete performance and delivery of the Supply as specified in the PO. Unless otherwise specified in the PO, the payment term shall be 60 days net from the date of receipt of a correct invoice. The contract price shall include all costs for the full and complete performance and delivery of the Supply. Niomex shall be entitled to reject an invoice including items not agreed upon in the PO and its amendments, if any, or if any items remain undelivered. Niomex shall notify Vendor of any discrepancies in the invoice within the payment term. Vendor shall correct any discrepancies and provide Niomex a credit note for the incorrect invoice and a revised new invoice indicating a new payment term commencing on the date of receipt of the revised new invoice. Niomex may deduct any amount owed by Vendor from any payment to Vendor. Niomex shall pay undisputed amounts payable pursuant to the PO, whereas disputed amounts are payable after the settlement of such disputes. Unless otherwise agreed in writing, the prices shall

include all taxes, customs duties and other fees and public charges determined by the relevant authorities for the full and complete performance of the PO by Vendor with the exception of value added tax (or similar sales or goods and services tax - "VAT"). VAT shall be added to the prices in accordance with applicable VAT legislation. If a down or advance payment is specified in the PO, such payment shall be subject to Vendor providing a valid irrevocable on demand bank guarantee for the same amount. Vendor shall also provide a valid irrevocable bank guarantee for due performance ("PBG") of the PO amounting to 10% of the full initial contract price specified in the PO. Upon acceptance of the Supply by Niomex, the PBG shall be exchanged against a bank guarantee amounting to 5% of the full contract price, as amended, which shall cover the warranty period (Verjährungsfrist für Mängel) of the Supply. Bank guarantees shall be provided by a first class financial institution, licensed to do business in the European Union and acceptable to Niomex and shall be provided in a form agreed in the PO.

3. Quality and Surveys. Vendor shall ensure that the Supply and Vendor's operations meet all requirements set out in applicable laws, decrees and other regulations issued by the authorities in the manufacturing and destination country, unless more demanding standards have been agreed upon. Moreover, the Supply shall comply with the generally accepted state of the art applicable in Germany upon delivery/acceptance, unless more demanding standards have been agreed upon. Vendor shall be responsible for the quality of the Supply and for carrying out all required inspections and tests to meet the quality agreed in these GPTC and the PO. Niomex may delegate its own quality and expediting personnel or agents to Vendor's or its subcontractors' locations and Vendor shall ensure full access to the Supply under the PO. If applicable, Vendor shall provide a single or long-term Vendor's declaration for products having preferential status as per Council Regulation (EC) No. 1207/2001 valid for vendors located in the European Union ("EU") and goods manufactured in the EU. In the event that goods are not of EU origin, Vendor shall provide a certificate of origin certified by Vendor's responsible chamber of commerce, indicating the actual country of origin. It is not sufficient to indicate only the EU as origin. Vendor's declaration or certificate of origin shall be provided 30 days before the scheduled date of delivery. In addition, Niomex and its customers are entitled to conduct a survey of the facilities and related documentation of Vendor and its subcontractors, to inspect the Supply and manufacturing processes as well as their compliance with these GPTC and the PO. The survey shall be performed during Vendor's normal working hours. Niomex shall issue at least 5 working days prior notice of the survey to Vendor. The purpose of the survey is to confirm that Vendor meets the requirements set out in these GPTC and the PO and the survey shall be limited by that purpose. If and to the extent applicable to the provision of the Supply, Vendor shall comply, in particular, with the following legislation: Law on the Posting of Workers (Arbeitnehmerentsendegesetz), Law on the Fight against Black Labour and Illegal Employment (Schwarzarbeitsbekämpfungsgesetz), Law on Labour Leasing (Arbeitnehmerüberlassungsgesetz), Minimum Wage Law

(Mindestlohngesetz). As between the Parties, Vendor shall indemnify and hold harmless Niomex from any claims raised by third parties against Niomex due to non-compliance by Vendor or any of its subcontractors or subsuppliers with any of the laws referred to in the preceding sentence.

4. Inspection and Testing. Any inspection, test, review or acceptance performed prior to delivery or acceptance of the Supply, as applicable, by Niomex, Niomex's customer or on behalf of either, shall not affect Vendor's obligations and responsibilities or limit Niomex's rights in these GPTC or the PO: Niomex shall notify Vendor in writing of any defects, deviations in quantities and other inconsistencies in the Supply and Vendor shall promptly correct any such defects or inconsistencies. Minor defects that do not materially interfere with the proper operation or efficient use of the Supply shall not prevent the completion of testing. The completion of such inspection or testing shall not release Vendor from its liability for defects discovered within the warranty period. Given that on plant construction projects defects in goods and chattels to be installed in process plants can typically only be detected once the complete plant has been commissioned, Niomex's duty to inspect the Supply after delivery and to issue defects notices is limited to those defects obvious and detectable without unreasonable technical expense in the proper course of business. Under sales contracts, Niomex shall issue defects notices within 14 days of delivery to Niomex. Insofar as movable goods are delivered to or via third parties under a third-party or 'drop shipping' transaction, it shall be sufficient for Niomex's compliance with its duties to inspect the goods and notify any defects pursuant to the German Commercial Code ('HGB'), to forward, without delay, defects notices issued by such third parties, in particular the end buyer, in the proper course of their business. However, deviating contractual provisions governing the acceptance of the Supply by, e.g., performance testing, shall prevail over the foregoing.

5. Review of documentation. Upon Vendor's delivery of documentation, Niomex shall within a reasonable time review the delivered documentation. If any documentation is found to be incomplete, inaccurate or defective, the documentation shall not be deemed delivered and Vendor shall promptly revise the relevant part of the documentation at its own expense and notify Niomex in writing when the revised versions are to be completed. Upon completion of the revision, Vendor shall resubmit such documentation for Niomex's review. In the event that Vendor fails to correct the documentation within 10 days of being notified by Niomex, Niomex shall be entitled to correct the documentation at the expense of Vendor and deduct the cost of the correction from the contract price.

6. Delivery, Packing and Export Control. Vendor shall deliver the Supply in accordance with the delivery schedule by the date(s) of delivery specified in the PO. Vendor shall timely provide complete and accurate documents and certificates (such as but not limited to certificate of origin and relevant product safety documents) that may be required for the transportation and use of the Supply. These documents shall be provided simultaneously with the related part of Supply at the latest, unless otherwise agreed. Unless otherwise agreed, partial or early deliveries are not allowed and Niomex shall not be required to take such deliveries into

possession. Vendor's obligation of timely delivery is not complied with pursuant to the delivery schedule if a delay in the provision of documentation, information or other documents prevents the installation or effective use of the Supply. The term of delivery for the Supply shall be as specified in the PO. Title to the Supply shall pass to Niomex upon delivery. Upon Niomex's written request, Vendor shall diligently and carefully store the Supply in total or in part for up to 3 (three) months at the place of manufacture beyond the contractually agreed delivery date. If and to the extent required for diligent and careful storage, Vendor shall move the Supply to an inside storage and conduct such basic conservatory and/or maintenance measures that may be required to keep the Supply in good and merchantable condition. Temporary storage, associated moving as well as basic conservatory and maintenance measures shall be provided without additional charges to Niomex. Equipment forming part of the Supply shall be stored separately from equipment belonging to third parties. All equipment destined for delivery to Niomex or its agents shall be marked with the purchase order number, the project number and with the sign „Property of Niomex GmbH". All such equipment shall be adequately insured against fire, destruction, damage, loss and theft. The terms and conditions of further storage beyond three months shall be agreed between by the Parties. The Vendor is responsible to inform Niomex about the relevant customs codes (8-digit CN codes) for each of the goods separately. Vendor warrants that as of the date of the PO and at all times thereafter, it and all its subcontractors shall comply with (i) all sanctions or other trade restrictions applicable to the PO, the Supply, the country of domicile of Niomex and/or Vendor and where the Supply will be put into industrial use, including without limitation sanctions or other trade restrictions issued by the United Nations, the United States of America ("USA"), the EU or any other applicable country or institution, and (ii) all applicable export control laws and regulations, including without limitation the U.S. Export Administration Regulation, the EU Dual Use Regulation Council Regulation EC No 428/2009, its valid amendments and all similar laws in the country of domicile of Niomex and/or Vendor, and from where the Supply will be exported. Vendor shall provide Niomex all required export control classification and/or all necessary information related to export, re-export authorization, licenses or written confirmations that no export authorization is needed or that the goods are not classified as dual-use items. Vendor agrees to cooperate with Niomex in any investigation or audit by relevant authorities relating to the Supply or Vendor's activities under the PO. In the event USA origin goods form a part of the Supply, Vendor shall notify such circumstance in writing to Niomex. The Vendor shall also inform Niomex of any other export restrictions applicable to its delivery.

7. Delay. In the event of a delay or anticipated delay in delivery, Vendor shall promptly notify Niomex and provide details of such delay and its effects on the date of delivery. If Vendor incurs in delay with delivery, Niomex shall be entitled to claim liquidated damages at the rate of 0.20% of the contract price specified in the PO for each working day of delay up to an aggregate maximum of 5% of the contract price. Vendor may demonstrate that Niomex has not suffered any damages or substantially lower damages than the

liquidated damages provided above or in the PO, as applicable. If the delay incurred by Vendor is such that Niomex has become entitled to the maximum aggregate liquidated damages under this Article, Niomex may cancel the PO by written notice to Vendor.

8. Changes to the Supply. Niomex may instruct changes to the Supply at any time. Vendor shall implement Niomex-instructed changes without additional charge to Niomex, unless Vendor is able to demonstrate that the change will cause him additional expense and/or have an impact on the delivery schedule. Should any supplies or services, which had initially not been included in Vendor's scope of Supply, become necessary to provide the Supply free from defects and fit for purpose, Vendor shall provide such supplies, works or services upon Niomex's instruction, unless Vendor's business is not appropriately equipped to perform them. Unless otherwise agreed, within 10 days of receipt of a change order request by Niomex, Vendor shall submit a change order proposal indicating the impacts on price, completion/delivery schedule and quality of the Supply. If a change results in additional cost or a later delivery date, the adjustment in price and the time extension shall be agreed upon in writing. In the event that the Supply consists of construction and/or engineering works/services, Niomex's right to instruct changes to the Supply and the related adjustment in price, if any, shall be governed by applicable statutory law, unless otherwise agreed. In the event that Niomex and Vendor have not been able to agree within 14 days of receipt of Niomex's change order instruction on the contents of the change order, Niomex may instruct the change in text form and Vendor shall comply with the instruction. If the scope or the complexity of the requested change so justify, Vendor may demand that the timeline to reach agreement on the change be extended to 30 days. In all other respects, the foregoing is without prejudice to § 650b para 2, 2nd sentence and para 3 of the German Civil Code (BGB).

9. Suspension. Niomex shall be entitled to suspend the PO in whole or in part by written notice to Vendor. The suspension notice shall specify which part of the PO shall be suspended as well as an estimated new delivery schedule if possible. Vendor shall resume the performance and delivery of the Supply after receipt of Niomex's written notification to resume execution of the Supply. Vendor undertakes to mitigate the additional time and costs resulting from such suspension. A new delivery schedule shall be mutually agreed taking into consideration the time required for remobilization. Unless otherwise agreed in writing, Niomex shall, as full compensation for such suspension, reimburse Vendor against proper documentation the direct costs arising from demobilization and remobilization of personnel and work equipment as well as direct costs arising from such commitments to subcontractors which could not be reasonably avoided or utilized for other purposes should the suspension continue for more than 3 months. If at the time of receiving the suspension notice Vendor has not commenced performance of the PO, no costs shall be reimbursed. Subject to agreement, Niomex shall reimburse reasonable costs arising from storage for any storage time.

10. Termination for Convenience. If the Parties have concluded a contract for works and labour (Werkvertrag),

Niomex shall be entitled to terminate the contract at any time without cause or the need to provide justification. In the event of such termination by Niomex, Vendor's right to be remunerated shall be governed by Section 648 of the German Civil Code (BGB). For that portion of the work which has not yet been performed by Vendor upon termination, Vendor's remuneration shall be fixed at 5% of the agreed remuneration corresponding to the unperformed work. Vendor undertakes to mitigate costs and losses resulting from such termination. In the event of such termination and upon Niomex's request, title to then finished and unfinished scope of Supply and unused materials shall be transferred to Niomex, provided that Niomex has remunerated Vendor in accordance with this Article.

11. Warranty. Vendor warrants that the Supply is fit for purpose, new, unused and free from defects in material, design, quality and workmanship and conforms to internationally recognized best practices for the industry in accordance with these GPTC and the PO ("**Warranty**"). The warranty period (Verjährungsfrist) for warranty claims (Mängelansprüche) in connection with the Supply shall be 36 months from the date of delivery. The limitation period for warranty claims relating to material and equipment supplied under a sales contract which, according to its customary use, shall be installed in a construction (Bauwerk) and causes its defectiveness, shall be 5 years. The limitation period(s) shall commence upon passage of risk. The foregoing shall be without prejudice to Section 438 paragraph 1, No. 1 and 3 and Section 634a of the German Civil Code (BGB) which shall apply for the prescription of warranty claims under contracts for work and labour or engineering works. Niomex shall notify Vendor if the Supply or any part thereof is not in compliance with the Warranty and, in accordance with Sections 439 and 635 BGB, Vendor shall promptly repair or replace any part of the Supply found to be defective. All rectification works shall be primarily conducted on site and transporting any Supply items to any workshop for rectification shall be a secondary measure only to be effected if acceptable to Niomex and its customer. Vendor shall be responsible for all costs and expenses relating to the rectification or replacement activities set out in this Article, including without limitation, those relating to (i) the removal of defective or deficient scope of Supply, (ii) disassembly of defective items, installation of repaired or replaced items, (iii) necessary inspections, tests, sampling, test runs or other quality assurance procedures, (iv) use of necessary equipment, materials and accessories, (v) travelling, board and lodging of personnel as well as (vi) transportation relating to the items (i) to (v) above. A repaired or replaced Supply item shall have a new warranty period of (i) one (1) year or (ii) equal to the original warranty period, whichever is longer. The new warranty period shall commence on the date the repair or replacement is completed. In addition, the time period during which the Supply cannot be used, due to defect, repair or replacement, shall extend the warranty period by a time equal to the period during which the Supply could not be used as intended. Subject to prior notice to the Vendor, Niomex shall be entitled to perform urgent repairs at the cost, expense and risk of Vendor without his express approval. If Vendor partially or completely negates its warranty obligations or does not perform a repair or replacement

without undue delay, Niomex shall be entitled, at its discretion, to (i) have the repairs or new parts performed by third parties at the cost, expense and risk of Vendor, (ii) require a reduction of the contract price, or (iii) cancel the PO, or, (iv) claim direct damages subject to applicable law. The Warranty shall not cover normal wear and tear and defects attributable to external factors, such as fire or flood, misuse or use contrary to the written instructions given by Vendor or repairs, or, changes or corrections to the Supply made by Niomex or third parties, unless the intervention was made in conformity with written instructions provided by Vendor.

12. Intellectual Property Rights. As between the Parties, each Party shall retain ownership of its intellectual property rights, including, without limitation, any patent, patent applications, utility model, copyright, trademark and any other statutory protection of a similar kind as well as know-how, trade secrets and technical information such as drawings or other specifications, applications for any of the above whether or not such rights are registered or capable of registration ("**IPR**") existing prior to or created independently of the PO. Under no circumstances shall any title or ownership of Niomex's IPR be transferred to Vendor. Vendor is entitled to use the IPR in Niomex's specifications solely for fulfilling Vendor's obligations under the PO. Any other use of Niomex's IPR is strictly prohibited and Vendor shall, in particular, not manufacture products or provide services for itself or to any third party if the product is manufactured or the service is provided entirely or partly in accordance with IPR, technology, software, documentation, specifications, designs or tooling owned or provided by Niomex. Niomex shall, without additional payment, receive a title to all IPR arising from or in connection with the performance of Vendor related to any IPR of Niomex ("**Results**") and Niomex shall have the right to use, sell, transfer, sub-license and otherwise dispose of the Results, and to modify, amend, further develop and alter the Results. Vendor shall assist Niomex in protecting and perfecting Niomex's rights to the Results, including providing necessary documentation. Vendor shall also ensure that its personnel and subcontractors will assign all IPR in such Results to Niomex. Vendor herewith grants Niomex a perpetual, irrevocable, worldwide and royalty free license to use, sell, modify and to sub-license, manufacture, have manufactured, further develop the IPR of Vendor to the extent required to make use of the Results. Vendor further herewith grants Niomex a perpetual, irrevocable, worldwide and royalty free license to use, modify and copy the IPR of Vendor incorporated in the Supply to the extent required for due fulfilment of Niomex's undertakings towards customers. Niomex shall be entitled to use and copy the documentation, manuals and other Supply related documents for any proper purpose, modify the same to the extent needed for the creation and use of Niomex's electronic manual solutions and to place such documentation or copies at the disposal of the subcontractors concerned, Niomex's customers, classification societies and other inspection authorities, as well as companies which may be called to carry out transportation, maintenance or repairs. Niomex shall also be entitled to create translations from the originals, provided that Niomex includes relevant references to the original and that originals are accompanied by the translations when necessary.

13. Indemnity. Vendor warrants that the Supply shall not infringe any IPR of any third parties and that Vendor has used reasonable efforts to investigate and to ensure the same, excepting infringements solely arising from technical specifications provided by Niomex. Vendor shall at its sole expense defend, indemnify and hold Niomex and its customers harmless against all claims and actions alleging that the Supply infringes any of the rights of a third party, provided that Niomex (i) notifies Vendor promptly in writing of such claims and actions; (ii) subject to applicable procedural laws, permits the Vendor to defend or settle the claims and actions; and (iii) provides to Vendor all reasonable information and assistance available and the necessary authorizations. Niomex shall be entitled to participate in any proceedings related to such claims or actions at its own cost. Vendor shall further at its own expense either (a) obtain the right of continued use of the Supply for Niomex and its customers, or (b) replace or modify the Supply in order to eliminate the infringement, provided that after such action the Supply meets the agreed requirements. If none of these alternatives is reasonably available to Vendor, Niomex shall be entitled to terminate the PO.

14. Confidentiality. Vendor recognizes the proprietary and confidential nature of Niomex's commercial, technical, financial and operational information and know-how relating to its business, facilities, products, techniques and processes ("**Confidential Information**") and undertakes to hold in strict confidence any Confidential Information disclosed to it by Niomex. Vendor undertakes to use the Confidential Information of Niomex solely for the purpose of the PO and shall make no use thereof without the prior written consent of Niomex. Vendor shall limit access to Confidential Information to its officers, employees, consultants, contractors and affiliated companies to such extent as required for the purpose of the PO on a need-to-know basis. Such disclosure of Confidential Information to Vendor's officers, employees, consultants, contractors and affiliated companies is only allowed provided that (i) such officers, employees, consultants, contractors, sub-contractors and affiliated companies are bound by confidentiality undertakings substantially similar to this Article, and (ii) Vendor shall be liable for any breach of confidentiality obligations hereunder by its officers, employees, consultants, contractors, sub-contractors and affiliated companies as if it were a breach by Vendor. Disclosure by or to an affiliated company of Vendor shall be deemed a disclosure by or to Vendor, respectively. Vendor acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this clause and that Niomex shall be entitled to seek injunctive relief or such other relief that may be available under applicable law. The rights and obligations under this Article shall survive the termination or cancellation of the PO and shall remain in force for a period of 15 years from the disclosure.

15. Safety. Vendor acknowledges that safety and security are of utmost importance to Niomex and its customers. Vendor shall follow and observe and shall ensure that Vendor's employees and sub-contractors follow and observe all instructions and guidance relating to safety and security issues specified by Niomex or its customers as well as under

any applicable legal and regulatory requirements. Before commencing any work at the premises of Niomex or Niomex's customer, Vendor shall request safety and security policies, procedures and instructions from Niomex or its customers and familiarize itself with those. In addition, Vendor and its subcontractors shall confirm with Niomex if applicable safety training is organized by Niomex or its customers and attend such training when available. The training itself shall be free of charge to relevant Vendor's personnel. Vendor and its subcontractors shall be responsible for the costs (such as but not limited to accommodation or travelling) related to the participation of their personnel. In the event that the Supply includes work at the premises of Niomex or Niomex's customer, the work of Vendor's or its subcontractor's employees shall be performed under the supervision of Vendor. Vendor shall be responsible that necessary personal protective equipment ("PPE") and tools meet applicable safety requirements, are in faultless condition and are duly inspected by relevant authorities. Vendor shall indemnify and hold Niomex harmless from and against all direct damages arising out of its non-compliance with the security and safety requirements stated in this Article.

16. Termination. Either Party shall be entitled to terminate the PO, in whole or in part, with immediate effect by written notice to the other Party if: (a) the other Party is declared bankrupt, is put into administration or liquidation, or it is otherwise declared insolvent by competent authority, however, without prejudice to Section 103 of the German Insolvency Regulation (Insolvenzordnung) (b) a force majeure event occurs which prevents the other Party's performance for a total period exceeding six months, (c) the other Party commits a material breach of any of these GPTC or the PO, and does not remedy such breach within a reasonable time of written notice thereof or (d) a Party gives or offers to give, directly or indirectly, to the other Party's personnel a bribe, gift, gratuity, commission or other thing of value as an inducement to do something which is dishonest, illegal or a breach of trust. In addition, Niomex shall be entitled to terminate the PO, in whole or part, with immediate effect subject to written notice to Vendor if (a) Vendor breaches or Niomex suspects Vendor is in of breach of its confidentiality obligations towards Niomex. Articles 11, 12, 13, 14, 17 and 18 of these GPTC shall survive the termination of the PO.

17. Limitation of Liability and Insurance. Neither Party shall be liable, notwithstanding any other provisions of the PO, under or in connection with the PO, whether based on warranty, contract, strict liability, tort (including negligence) or any theory of law whatsoever and howsoever the same may arise, for any loss of contract, loss of goodwill, loss of market, loss of actual or anticipated profit, loss of use, loss of production, loss of revenue, loss of reputation or for any special, indirect, or consequential loss or damage. The above limitation of liability shall not apply to (i) damages caused by willful misconduct, gross negligence, (ii) personal injury or death, property damages, or (iii) claims and damages covered by Articles 12, 13 or 14, or, (iv) loss or damage covered by insurance. Vendor undertakes to maintain sufficient professional indemnity insurance of not less than EUR 1 million per occurrence and general liability insurance (including product liability and third party liability as well as

liability for personal injury and property damage) of not less than EUR 5 million per occurrence. Vendor shall provide evidence of sufficient insurance coverage upon request.

18. Governing Law and Dispute Resolution. These GPTC and the PO shall be governed by the substantive laws of Germany excluding its choice of law provisions. All disputes arising out of or in connection with these GPTC and/or the PO shall be exclusively settled by the courts of Frankfurt am Main, Germany. Without prejudice to any other rights or remedies, each Party acknowledges and agrees that the other Party is entitled, to seek injunctive relief or interim measures before any court in which the law has vested jurisdiction.

19. Compliance. Vendor warrants that as of the date of the PO and at all times thereafter, he and his subcontractors shall comply with (i) the Niomex Supplier Policy (as amended from time to time), (ii) its compliance and ethics code of conduct acceptable to Niomex or, if not available, Niomex's Code of Conduct (as amended from time to time), (iii) all applicable laws related to anticorruption and anti-money laundering, including without limitation the U.S. Foreign Corruption Practices Act, the U.K Bribery Act and all similar laws in the country of domicile of Niomex and/or Vendor and where the Supply will be put into industrial use, (iv) all data privacy and data protection laws and regulations including without limitation the EU General Data Protection Regulation 2016/679 and all similar laws in the country of domicile of Niomex and/or Vendor, and where the Supply will be put into industrial use, and shall process personal data provided by Niomex in accordance with good data processing practices acting as an independent data controller; and (v) all applicable health and safety laws and regulations, including, without limitation, for product compliance under the EU Machinery Directive 2006/42/EC and all similar laws in the country of domicile of Niomex and/or Vendor, and where the Supply will be put into industrial use.

20. Miscellaneous. Vendor shall not be entitled to assign the PO or to employ any other party or (sub-)contractor to fulfil its obligations under the PO without the prior written consent of Niomex. Vendor shall be fully responsible for the work performed by its vicarious agents and subcontractors. Failure by a Party to request at any time compliance with any provisions of these GPTC or the PO shall not affect in any manner its right to enforce the same, and the waiver by a Party of any breach of any provision of these GPTC or the PO may not be construed to be a waiver by such Party of any subsequent breach of such provision or a waiver by such Party of any breach of any other provision of these GPTC or the PO.