

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms of Sale apply to all goods and services ("the Goods") provided by Coil Innovation GmbH, A-4070 Eferding.

### 1. GENERAL REMARKS

- 1.1 The following Terms and Conditions shall apply exclusively to all Orders placed with Coil Innovation GmbH ("**Supplier**") and any Quotes and/or Contracts resulting thence.  
General terms and conditions presented by the Customer (for example, in orders, other business papers, or e-mails) shall not apply and shall have no validity herein and are hereby expressly contradicted. This shall apply irrespective of whether they are submitted or sent before or at the time of conclusion of the contract or only during the execution of the contract. In particular, the acceptance of orders or the acceptance of services or their payment does not imply any consent to terms and conditions of any kind that deviate from these Terms and Conditions of the Supplier. Terms and Conditions prevail over any terms and conditions or any other standard contractual forms of the Customer, unless otherwise explicitly agreed in written form.
- 1.2 By placing an Order, the Customer acknowledges having received and read these Terms and Conditions and agrees to be bound by them.
- 1.3 At any time, the Supplier reserves the right to modify the Terms and Conditions to comply with changes in its commercial policy and/or with economic and legal requirements. The amended Terms and Conditions will enter into force one month after their announcement through Supplier's Website.
- 1.4 Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 1.5 The headings in these Terms and Conditions are for convenience purposes only and cannot be used for interpretation purposes.

### 2. SUPPLIED GOODS, OFFERS and ORDERS; PRICES

- 2.1 Subject matter, size, volume and quality of supplies and/or services are based on the respective Contract with the Customer. To the extent not expressly otherwise agreed, production-related deviations of dimensions, technical characteristics and specifications shall be permitted within applicable tolerances and in compliance with pertinent market standards. Insofar as not otherwise contractually stipulated, confirmation of usability is not granted by the Supplier. Customer fully bears all risks of suitability and qualification in any and all Customer-intended applications including those made known to the Supplier.
- 2.2 Price quotations will only be binding if they are confirmed in writing by the Supplier through its authorized representatives in a Quote, which contains reference to the "Terms and Conditions of Sale". All other Price Quotations regardless of form or reference will be considered as 'indicative'.
- 2.3 Unless otherwise stipulated, the Supplier Quotes shall be valid for a period of two weeks. A Revision of a quotation supersedes and invalidates all previous revisions of this quote.
- 2.4 An Order will only be accepted by the Supplier and be binding upon both parties under the condition precedent of the Supplier's written acceptance in a Sales Order acknowledgement stipulating the technical specifications and requirements set out in the Order Documents.
- 2.5 After the Customer places an Order, it is processed by the Supplier. As determination of the Order, the Supplier delivers a dimensioned drawing to the Customer. The Supplier cannot start with the production of Goods until the dimensioned drawing is confirmed by Customer. Hence, Customer is obliged to comment on the dimensioned drawing within two (2) weeks after delivery of the same. If the Customer refrains to comment on the dimensioned drawing although being urged, it will be classified as confirmation
- 2.6 All other changes and adaptations of contractual agreements, in particular cancellations and the postponement of orders shall not be accepted unless the parties mutually agree and a written agreement signed by authorised representatives of both parties is made.

2.7 All prices are net, exclusive of any indirect tax as e.g. value added, withholding taxes or similar taxes, customs duty and any other duties and taxes as stated in article 15. Quoted transportation costs only include Incoterm® related costs. Additional costs arising from country specific restrictions are not included in the quoted costs

2.8 Unless otherwise agreed, the prices are FCA (Incoterms® 2020).

### **3 PAYMENT**

3.1 All payments are payable in full, by wire transfer to the bank account named by the Supplier, unless otherwise agreed in EUR, on the due date stated on the invoice. In addition, the Supplier reserves the right to supply on the basis of cash payment or cash on delivery FCA.

3.2 Unless agreed otherwise, payment is immediately due 100% net at receipt of invoice by the Customer. Alternatively, payment by letter of credit may be agreed, in which case the following conditions shall apply:

- a) The Customer shall bear the costs of opening, notifying and confirming such letter.
- b) The Letter of Credit shall be in a form and on terms satisfactory to Supplier and will be advised and confirmed by a first class bank of Supplier's choice rated at least A- by Standard & Poor's, A3 by Moody's, A- by Fitch or better.
- c) The Letter of Credit will be payable and available at the counter of the advising or confirming bank upon presentation of commercial invoices or advance payment invoices issued by Supplier. The Letter of Credit will be adjusted for price adjustments as required. All expenses, commissions and fees incurred in connection with the letter of credit shall be borne by the Customer, who shall indemnify Supplier for any expenses, commissions and fees deducted by any bank.
- d) The Customer shall ensure that the letter of credit remains valid and enforceable until all payment obligations to Supplier have been met and that the amount available to the Customer under the letter of credit is at no time less than the amount of all payment obligations of the Customer to Supplier under this agreement. If the Customer fails to comply with the foregoing obligations, Supplier shall, without prejudice to its other rights and remedies, be entitled to suspend its performance under this agreement immediately and, if such failure continues for a period of 30 calendar days, to terminate the agreement with immediate effect in accordance with Section 11.

3.3 Insofar as the goods are delivered in stages of instalments in accordance with the provisions of these Terms and Conditions (in accordance with Article 4.9), the Supplier shall be entitled to also invoice the Customer for partial deliveries.

3.4 The Customer may not - with the exception of the separate provisions in these Terms and Conditions - claim any retention, reduction or set-off whatsoever.

3.5 The Customer explicitly agrees that invoices may be issued by the Supplier in electronic form.

3.6 Each invoice which is falling due is automatically and without prior notice yielding interest. Interest is charged at a rate of 9.2 percentage point above the base lending rate of the Austrian National Bank (pursuant to Section 456 of the Austrian Commercial Code [UGB]), commencing at the time of initial objective delay in payment. This interest payment does not preclude the Supplier's right to claim compensation for the real loss incurred.

3.7 In the event of non-payment by the Customer within 3 (three) weeks of the due date of payment despite the Supplier setting a reasonable grace period, all sums owed to the Supplier by the Customer shall immediately become payable, irrespective of any other stated payment terms.

### **4 DELIVERY, DEADLINES and DELAY**

4.1 Insofar as conditions have not been clearly specified to the contrary, the indicated "delivery dates" and "deadlines" are deadlines for picking up the Goods in Eferding FCA (Incoterms® 2020) and are deadlines to be taken indicative, that are generally subject to confirmation and in no way entitle the Customer to any compensation for delay in the performance of supplies and services.

4.2 All delivery dates and deadlines are therefore - notwithstanding other contractual agreements - expressly subject to the absence of unforeseen interruptions to production, sufficient supply of raw materials and other third-party services (like electricity, water, heat etc.) required by the Supplier for timely delivery. Any non-compliance with delivery dates and deadlines in this respect shall not constitute a default by Supplier.

4.3 However, the Customer is entitled, to withdraw from the Contract following "prolonged delays" attributed to Supplier or non-compliance with an expressly agreed delivery deadline after fruitless expiry of a reasonably grace period. A "prolonged delay" shall only apply where delayed Goods have not already entered the production stage.

- 4.4 In the interest of crucial predictability and otherwise to the exclusion of all liability claims, Supplier is to be sufficiently and concretely informed at the latest at the time the Contract is signed of potential losses and damages arising from delay in delivery.
- 4.5 Without prejudice to the afore stipulated provisions, delivery dates and deadlines are based on the provisions set forth in the Order confirmation. However, in cases of doubt, they do not become effective until all contract-related details have been clarified in their entirety, particularly with respect to the provision of any required domestic or international governmental permits and approvals. In the event that the Customer does not meet his obligations, particularly ancillary and cooperation obligations, Supplier shall reserve the right, irrespective of other rights, to adapt delivery dates and deadlines to the respective processing and production schedules and to postpone delivery accordingly with reasonable limits. In the event that no other agreement has been made, compliance with delivery dates and deadlines is based on the date of transport FCA (Incoterms® 2020).
- 4.6 Unless otherwise specified in the Contract, partial pick up is permitted, if the Supplier confirms this in writing.
- 4.7 If an expressly agreed delivery deadline is defined as time period, the delivery deadline starts to run as soon as the Customer has confirmed the dimensioned drawing delivered by the Supplier *and* after the Supplier has confirmed the date *and* after all aspects of Order have been clarified and all documents, materials and details for carrying out the Order have been supplied by the Customer, unless otherwise specified in the Contract.
- 4.8 In case of late delivery with respect to an expressly agreed delivery deadline, if a special agreement provides for penalties for late delivery, these penalties shall in no event globally exceed 5 % of the contractual value (taxes excluded) of the late parts and will only be due as far as they will correspond to the actual prejudice suffered by the Customer as agreed between the parties. In any case, the Customer shall prove that the delay results from a fault of the Supplier. On the other hand, if the amount of the prejudice actually suffered by the Customer is higher than the maximum aggregate amount hereinabove defined, the Customer shall not be entitled to other remedies for the concerned delay than this aggregate amount which is a maximum, inclusive and final assessment of said prejudice.
- 4.9 The Supplier is entitled to deliver the Goods in stages of instalments, if reasonable to do so, and to invoice the supplied Goods on a corresponding basis.

## **5 FORCE MAJEURE**

- 5.1 Events of Force Majeure in this regard are any events beyond the reasonable control of the Supplier affecting the performance of the Supplier's obligations, including but not limited to energy crisis, wars, riots, explosions, fire, flooding, lightning strikes, lock-outs, natural disasters, pandemics and epidemics, military operations, attacks on the Supplier's IT systems (such as as virus attacks, hacker attacks or attacks of cybercriminals), permits of approvals, embargos or any other trade sanctions imposed by the EU, public authorities within the EU or by the United Nations, national or local emergencies, actions or omissions of public authorities, collapses, economic disputes of whatever nature, and other unforeseen conditions that essentially complicate the performance of supply and delivery or make it impossible (including serious machine breakdowns or shortage in the supply of raw materials).
- 5.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part, it will immediately notify the other Party by the most expeditious method then available and will inform the other Party of the period for which it is estimated that such failure or delay will continue.
- 5.3 Supplier shall not be held liable for delays or any failure to perform if such failure is due to Force Majeure. Such an event shall entitle Supplier, without any liability to Customer, to elect either to postpone fulfillment of the Contract until the circumstances of Force Majeure have ended and execution is reasonably possible *or* to withdraw fully or partially from its contractual obligation to deliver Goods. If the duration of Force Majeure exceeds a period of six (6) months and no mutual agreement is achieved by the parties, the Customer shall have the right to withdraw from the agreement provided the Goods have not entered production. Such withdrawal shall not constitute any claims against Supplier.

## **6 SHIPPING, PACKAGING, STORAGE and TRANSFER of RISKS**

- 6.1 To the extent that no other agreement has been made to the contrary, supplies delivered by the Supplier are generally FCA Eferding (Incoterms® 2020). Any other agreed shipping types shall be at the risk and expense of the Customer, according to the agreed Incoterm® (2020).
- 6.2 All risks, including the risk of seizure, are transferred to the Customer at the time of delivery. At the latest, all risks are transferred to the Customer at the time the Goods leave the storage area in Eferding. Unless otherwise expressly agreed, unloading shall be exclusively within the Customer's realm of responsibility, and

the Customer shall bear the respective risks and costs. Where not expressly agreed otherwise, Goods are shipped by the Supplier unpackaged and unprotected.

- 6.3 In all cases of contractual breach by reason of Customer's delay in releasing or taking deliveries, hereinafter referred to as default in taking delivery, the Supplier shall have the right to store the respective Goods at the cost and risk of the Customer and/or to invoice the prices/charges without setting another deadline. These costs shall become due immediately.
- 6.4 Goods may only be returned – notwithstanding the provisions in Section 8 – if Seller first provides written confirmation and the parties agree, in writing, on all fees to be paid by Customer to Supplier as a result of the return, including but not limited to fees for shipping, re-stocking, lost profits, disposal, and inconvenience.
- 6.5 Returned packaging materials will not be accepted by the Supplier.

## **7 COLLATERAL and RETENTION of TITLE**

- 7.1 Supplier is entitled to appropriate customary and recoverable securities for receivables (for example collateral or payment guarantee). In any case, individually or intermittently non-enforced security claims shall not constitute a renouncement by Supplier of provision of such securities.
- 7.2 If a required security is not received, Supplier is entitled to either suspend or terminate the Contract at any time, without notice of default, with immediate effect, without granting a period of notice, by written or email communication and to demand compensation for any damages incurred.
- 7.3 All supplied Goods shall remain the unrestricted property of Supplier (sold Goods under reservation of title) until full payment of the sale price for the said goods has been enacted, including particularly any balance claims from current account. This also applies in case the Customer payments have been made to Supplier's account of individually designated receivables.
- 7.4 Supplier is entitled to assign, novate or transfer all outstanding payments for deliveries of goods and/or services to third party companies.

## **8 LIABILITY for DEFECTS / WARRANTY and LIABILITY**

- 8.1 At the time of transfer of risk Supplier warrants that Goods fully comply with the provisions of the respectively applicable Contract. To the extent not expressly otherwise agreed, Supplier shall not accept any warranty claims or any other liability for any properties other than those explicitly agreed upon or any application of the Goods. All risks of application and qualification are borne by the Customer. Technical consultation provided by Supplier is just a service with informative character and serves exclusively as an aid in technical orientation. No claims of any kind may be derived from the content of technical consultation unless content has been expressly included in the Contract.
- 8.2 The Customer shall inform Supplier in writing within an appropriate time period, however within 14 days following the transfer of risks / from the date on which the Goods arrived at the place of destination, of any defects in the delivered Goods that were recognizable at the time of transfer of risks. Any claim for warranty expires if the Customer does not inform the Supplier of any defect in the delivered Goods within these 14 days.
- 8.3 Defects not recognizable during careful inspection (= hidden defects) at the time of arriving shall be reported by Customer within an appropriate period of time, however not later than three months following the transfer of risks.
- 8.4 Throughout the entire warranty period of 18 months following the transfer of risks, if not otherwise specified in the contract, the Customer shall bear the burden of proof that any defects in the Goods were already present at the time of the transfer of risk.
- 8.5 In case of notified defects in due time, the Customer shall grant Supplier access to the rejected Goods to the extent required and within an appropriate time period from the time such access is requested. At the request of Supplier, the rejected Goods shall be made available to Supplier for inspection.
- 8.6 In the event that a part of the delivery is defective, the Customer will not be entitled to reject the entire delivery, if the delivery is divisible.  
It is noted that in the course of repairing Defects already installed by the Customer, the Customer shall bear the costs for installation and removal in those cases in which this installation and removal of the Defect would represent a disproportionately high expense for the Supplier (e.g. if cranes are used or if other products of the Customer have to be installed or removed in addition to the Defect).

- 8.7 The Supplier can remedy a Defect, at its own option, by repair, replacement or re-performance within a reasonable period of time.
- 8.8 In particular, the following shall not be Defects:
- Normal wear and tear, non-conformity resulting from excessive strain,
  - Non-conformity resulting from faulty or negligent handling, surface pollution of Goods, non-compliance with instructions or recommendations in operation or maintenance manuals or other documents
  - Unpacking, installation, erection, modification, commissioning, or precommissioning, in each case not carried out by the Supplier
  - Defects which do not significantly impair the use of the respective Supplies

The warranty given under this section shall therefore not apply to supplies subjected to above listed defects, improper storage or operation, non-compliance with transport instructions or improper transportation handling. If any drawing, brochure, advertisement or promotional material was shown to the Customer, such drawing, brochure, advertisement or promotional material was illustrative in purpose and shall in no way constitute a representation of warranty by the Supplier. Any information in technical documents shall serve as an approximate indicator only and shall not constitute a representation or warranty by Supplier. The warranty shall not apply to particular characteristics unless it is expressly determined.

- 8.9 To the extent not expressly agreed otherwise, the Supplier shall exclude any warranty other than that exclusively specified in the afore defined scope. Any warranties beyond this scope, irrespective of its nature, shall be subject to express written agreement between Supplier and Customer.
- 8.10 With the exception of personal injury, the Supplier shall not be liable for any claims to damages due to slight negligence, the replacement of consequential / subsequent damages (in particular resulting from production disruptions or interruptions in operations), lost profit, non-achieved savings, loss of interest / revenues, replacement of pure financial loss and punitive damages.  
Furthermore, the total liability of Supplier is limited to a maximum of 100 % of the contract value of the individual damage-causing deliveries (to the exclusion of any surcharges for shipping, packaging, storage and customs), unless gross negligence or willful misconduct in addition to blatant gross negligence on the part of the Supplier. This limitation of total liability includes any reimbursement of expenses, claims to warranty or individually agreed guarantees.
- 8.11 Claims under mandatory provisions of law pursuant to product liability or other legally compelling claims shall remain unaffected by this provision. All claims for recourse of the Customer or of third parties attributable to the Customer arising from product liability shall be excluded unless the recourse claimant proves that the product defect is the result of gross negligence on the part of Supplier. In the event of a claim, reasonable actions must be taken to mitigate loss.

## 9 CONFIDENTIALITY

- 9.1 Unless otherwise agreed in a separate non-disclosure agreement, the following shall apply: The Customer shall keep all contract-related information made privy to him by Supplier in the course of contract execution strictly confidential, in particular all technical, commercial and/or business information, including pricing conditions and payment terms, formulas and product configuration, ideas, designs, electronically stored data and drawings, etc., whether in written, electronic, verbal or any other form (hereinafter referred to as "information").  
Such information shall not be made available fully, partially nor in any manner to third party without the prior written consent of Supplier and may not be used in full or in part for any other purpose other than fulfillment of the Contract or other order-related agreements.
- 9.2 The Customer's obligations to secrecy shall not apply to the following kind of information:
- publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Customer;
  - discovered or created by the Customer before disclosure by the Supplier;
  - learned by the Customer through legitimate means other than from the Supplier or Supplier's representatives; or
  - Customer was expressly granted permission by Supplier for the further use or publication of the information.

## 10 INTELLECTUAL PROPERTY

- 10.1 The Supplier warrants that the delivery of the Goods is in accordance with these Terms and Conditions and the use of the Goods by the Customer will not result in any infringement of rights under patents, utility patents, trademarks, copyrights or other intellectual property of third parties.

- 10.2 The Customer shall hold and maintain the Confidential Information in confidence and shall restrict access to the received information or materials e.g. plans or cost estimates to third parties. All rights, title and interest in all intellectual property rights in the documents are reserved by the Supplier.
- 10.3 The Customer is allowed to use any Confidential Information or documents containing any intellectual property rights of the Supplier only for the operation and maintenance of the supplies and shall not publish, copy, or otherwise disclose it to others, or permit the use by others. The Customer shall return to the Supplier any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Supplier requests it in writing. The Customer commits oneself to observe these obligations although the concluded contract already expired or terminated.

## **11 TERMINATION and SUSPENSION**

- 11.1 In addition to the individually stipulated rights of withdrawal set forth in these General Terms and Conditions of Sale, the Supplier explicitly reserves its rights as regulated by law or the contract to withdraw from or terminate individual business transactions or permanent supply relationships. Furthermore, the Supplier reserves the explicit right to prematurely terminate expressly agreed fixed-term or indefinite supply relationships for good cause and at any time without observation of a term of notice. Termination for good cause shall particularly apply in, but without limitation to, any of the following cases:
- Severe infringement of major contractual obligations which, despite a written warning, have not been remedied (if capable of remedy) or eliminated by the Customer within a reasonable period of time upon receipt of the written warning of the Supplier.
  - The dismissal of an application for the commencement of such proceedings for lack of assets to cover the costs.
  - Major changes in the ownership structure/shareholding relationships of the Customer that make it unreasonable for the Supplier, e.g. as a result of imminent loss of reputation or image, to continue execution of the contract.
  - Major negative changes in the technical, legal or economic basic conditions/circumstances which make it no longer tolerable for the Supplier to adhere to the supply agreement (impaired balance between performance and consideration).
  - Default or partial default in any payment due or in providing any payment security for more than 30 days despite the granting of a reasonable grace period by the Supplier.
- 11.2 If the Supplier terminates the contract according to Article 11.1 for good cause or if the Customer terminates the contract without any cause at its sole discretion by written notice to the Supplier, the Supplier shall stop all progress of the Goods. The Customer shall pay the Supplier for the Goods and for the materials purchased for execution of the Goods before termination and pay the Supplier's costs associated with the termination of the Contract.

## **12 SALVATORY CLAUSE**

- 12.1 Whenever possible, these Terms and Conditions shall be interpreted in such a manner as to be legal, valid, according to law and enforceable under the applicable law. In case one or more provisions of these Terms and Conditions are found to be illegal, invalid, unlawful or unenforceable, in whole or in part, the other provisions of these Terms and Conditions shall remain valid and in full force. In such case, the Parties are obligated to replace the illegal, invalid, unlawful or unenforceable (part(s) of) provision(s) by one that most closely serves the original economic purpose of this provision in a legally permissible manner.

## **13 COMPETENT COURT, CHOICE of LAW and PLACE of JURISDICTION**

- 13.1 All disputes arising out of or in connection with the performance of supplies by Supplier shall be submitted to the exclusive jurisdiction of the competent ordinary court in Wels, Upper Austria.
- 13.2 All disputes that may arise out of or in connection with the performance of supplies by Supplier shall be subject to Austrian law. Its conflict-of-law provisions (including but not limited to the Austrian Statute on Private International Law [IPRG] and the Rome Regulations I and II) as amended from time to time shall be excluded. Further, the applicability of the UN Convention on Contracts for the International Sale of Goods shall be expressly excluded.
- 13.3 To the extent not otherwise agreed, the place of fulfillment is Eferding, Upper Austria. At the request of Supplier, the Customer shall be obligated to confirm in written legal form the content and existence of the afore named place of Jurisdiction and the selection of legal venue.

## 14 EXPORT CONTROL REGULATIONS

- 14.1 The Goods that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Customer warrants that it (i) will adhere to and comply with (x) all applicable Export Control Regulations and (y) any applicable terms, conditions, procedures and documentation requirements made known to Customer that may be promulgated from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly through a third party, ship such documentation materials to countries subject to trade embargoes in violation of Export Control Laws.
- 14.2 The Customer shall hold harmless and indemnify the Supplier from and against any claim, action, loss, fine, cost and damages resulting out or relating to any non-compliance with export control regulations by the Customer and shall compensate the Supplier for all expenses and losses resulting thereof.

## 15 TAXES, CUSTOMS FEES, DUTIES, etc.

- 15.1 All taxes and other charges incurred at the Customer in connection with the performance of supplies and/or services shall be borne by the Customer. The Customer shall inform the Supplier in due time should the Customer intend to levy withholding taxes. Prior to payment by the Customer, the Supplier shall provide the Customer with a certificate of residence of the competent tax office or any other documents required for avoidance of withholding taxes. The Customer and the Supplier shall mutually agree upon details. Taxes on sales of the Supplier supplies and/or services are subject to the currently applicable taxation law of the country in which the sales tax is due.
- 15.2 The sale price shall not contain any sales tax or any other comparable taxes. Value-added tax or other comparable sales taxes shall be invoiced in addition to the designated prices for all business transactions subject to such taxes applicable in Austria or abroad.
- 15.3 The Customer is obligated in the event of deliveries to other EU member states to indicate his individual VAT identification number prior to entering into the contract as required for invoicing purposes. In the event that the country of original departure does not recognize the foreign VAT identification number, the respectively applicable value-added tax shall be invoiced in addition to the actual price of the supplied Goods. Tax exemption is not permitted in cases of intra-Community collection unless all legal prerequisites are met at the time of retrieval.
- 15.4 In case of stocking invoiced equipment for more than 6 months, according to Austrian sales tax law VAT must be subsequently charged.
- 15.5 Pursuant to Incoterms® 2020 delivery clause FCA Eferding, the Customer is responsible for importing the Goods in the country of final Goods destination. The sale price shall not include any customs duties for the import of Goods in the country of final Goods destination.
- 15.6 All taxes and other charges incurred by the import of Goods in the country of destination named by the Customer to the Supplier shall be borne by the Customer or the Customer's end customer. The Customer shall indemnify and hold the Supplier harmless in this respect.
- 15.7 Any taxes incurred by changes to taxation law after the contract is signed by the Supplier shall be borne by the Customer. The Customer and the Supplier shall mutually agree upon details.
- 15.8 Binding offers of the Supplier as well as the fulfillment of already existing contractual delivery obligations are subject to the express proviso that performance under the relevant contract does not conflict with any applicable import or export trade law or regulation, including, without limitation, the imposition of an antidumping or countervailing duty order or the filing of an antidumping or countervailing duty investigation with respect to the subject merchandise. It is expressly acknowledged and agreed that the filing of such a proceeding constitutes an event beyond the control of the Supplier, the effect of which is to release the Supplier from its contractual obligations with respect to the subject merchandise. In such an event, the Supplier and the Customer shall consult in good faith regarding prices and delivery options. The Customer shall hold the Supplier harmless from and against any and all costs and expenses of the Customer, direct, indirect or consequential, which arise in connection with any such release and/or failure to deliver the subject merchandise.