

TROUVAY & CAUVIN Gulf W.L.L**Jebel Ali Branch**

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تروفبي و كوفان الخليج ذ.م.م**فروع جبل علي**

ص.ب. ١٦٩٥٤، منطقة جبل علي الحرة، دبي، الإمارات العربية المتحدة
 هاتف ٨٨٣٥٨٤٨ / فاكس ٨٨٣٥٩٩٧ / +٩٧١ ٤ ٨٨٣٥٩٩٧
 ترخيص جبل علي رقم ٥٨٦ / سجل الغرفة التجارية رقم ١٥٤٠
 رقم التسجيل الضريبي / ضريبة القيمة المضافة ١٠٠٣٧٩٤٠٦٠٠٠٠٠٣
 البريد الإلكتروني: info@trouvaycauvin.com
 www.trouvaycauvin.com

Purchase Order No. : POHJBL19030019

Our TRN/VAT No.: 100379406000003

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Supplier

NUSANTARA TECHONOLOGIES SDN BHD
 NO.5 JALAN ANGGARIK MOKARA 31/45
 SCC 31 KOTA KEMUNING
 SHAH ALAM
 40460
 Malaysia

Delivery Address

JEBEL ALI
 P.O. BOX 16954
 JEBEL ALI FREE ZONE
 DUBAI
 United Arab Emirates

Date : 04/03/2019

Supplier code : SH002137

Reference : Email 22-02-19

Rev No:

Freight Terms: FOB Port Klang Malaysia

Receipt Site : JBL

Payment Terms: CASH ON DELIVERY FROM YARD

Int. No. : ENQTA119020004

Please supply the following in accordance with our General Terms and Conditions of Purchase printed below which are incorporated herein.
 All standards code, specifications, instructions and other documents which are referred to in this Order shall be deemed incorporated herein by reference and made a part hereof. Please quote our Order number on all correspondence.

Line No	Product Code	Supplier Code	Description	Req By	Qty	UoM	Discount	Net Price	Total
1,000	ETESTING		Testing Charges for 12 samples, SOHTA119020004. Refer to GCP-TC-003.	04/03/2019	1	EA		16030.00	16 030.00
VAT Basis Rate								VAT Amount	
16 030.00	0.00	GC005	: Export					0.00	
Total - Tax Excluded								16 030.00	MYR
VAT Amount								0.00	MYR
TOTAL - Tax Included								16 030.00	MYR

Piyomoporn L.
 Prepared by Signature:

[Signature]
 Authorised by Signature:



Help save our environment. Please use recyclable, reusable & biodegradable packing materials.



E-mail: info@trouvaycauvin.com
 www.trouvaycauvin.com
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Channelling energy

GENERAL TERMS AND CONDITIONS OF PURCHASE
TROUVAY & CAUVIN Gulf W.L.L., Jebel Ali Branch
Document Reference No. GCP-TC-003 - 3rd Edition: March 17, 2016

These general terms and conditions of purchase (the "Conditions") shall govern and form an integral part of all agreements entered into and for all purchase orders (the "Order") placed by TROUVAY & CAUVIN GULF W.L.L. Jebel Ali Branch (hereafter referred to as the "Purchaser") for the supply of goods and/or services and any related documentation (the "Supplies"). Each such agreement or Order shall be referred to herein as the "Agreement".

1. General
1.1 All Agreement shall be exclusively subject to these Conditions that prevail over any and all documents of a contradictory nature of the Supplier unless otherwise expressly accepted in writing by the Purchaser.
1.2 These Conditions shall be accepted upon Supplier signing and returning an acceptance copy of the Order or by starting to execute the Order, whichever occurs first.
1.3 The Purchaser and the Supplier agree that once an Agreement has been concluded subject to the applicability of the Conditions, these Conditions shall also apply to subsequent transactions.
1.4 Trade terms used in quotations, order confirmations or otherwise must be interpreted in accordance with the International Rules for the interpretation of Trade Terms produced by the International Chamber of Commerce (ICC Incoterms) in force at the time when the Agreement is concluded.

2. Orders
2.1 Acceptance of Order shall be confirmed by the Supplier in writing by an "order acknowledgement". Failure by the Supplier to send an order acknowledgement within 3 (three) days, shall give Purchaser the right to cancel the Order without penalty and/or any damages.

3. Supplier Obligations
3.1 The Supplier has a performance obligation as to the execution of the Order and a duty of advice toward the Purchaser.
3.2 By merely accepting the Order, the Supplier acknowledges that it has received from the Purchaser all information necessary for its completion.

3.3 As a professional, the Supplier undertakes to deliver Supplies in conformity with the Order and with their final purpose. The Supplier represents to be fully aware of the suitability of the Supplies to fulfil the purposes for which they are requested. The Supplier represents that it has a perfect understanding of the Order and so cannot take advantage of errors, omissions, unforeseen events, or lack of information to seek particularly a price revision or new delivery date.

3.4 Prior to their delivery, the Supplier shall provide storage for the Supplies as necessary and at its cost and risk in accordance with the requirements of the Order and the best professional practice.

4. Warranty
4.1 The Supplier represents, warrants and guarantees that the Supplies shall meet all requirements set forth in the Agreement, that they shall (i) be new, unused, of best and merchantable quality, and free from defects (whether latent or patent) or shortcoming in design, materials, construction, workmanship or otherwise (ii) be free from all liens (iii) be fit and sufficient for the purpose and use for which such Goods are normally used, or for the particular purpose specified in, or reasonably to be inferred from the Agreement (iv) comply with all applicable standard, laws and regulations or other legal or contractual requirements; and (v) not infringe any valid patent, copyright or trademark.
4.2 The period of guarantee shall be of at least 24 (twenty-four) months duration, running from the date of the Supplies delivery as per applicable Incoterms, unless the Parties have otherwise agreed in writing under the Order.
4.3 Any part replaced under the terms of the present warranty or any other legal warranty shall be subject to the same warranty conditions pursuant to Article 4.

4.4 The period of guarantee shall be extended by any period during which the Supplies or the facility in which the Supplies are incorporated have been out of service/operation, starting from the date on which the Purchaser requests the Supplier to remedy the defect until the date on which the Supplies are put back into service/operation.

4.5 The new period of guarantee of repaired and/or replaced Supplies shall be of the same duration of the original period of guarantee effective from the date of satisfactory completion of the remedial work and/or put back into service/operation.

4.6 The warranties expressly set out in the Order and/or under those Conditions shall be in addition to any warranties and other rights provided by the applicable law.

5. Prices
5.1 The prices are all inclusive and shall be always stipulated fix and firm, and shall not be subjected to any revision, escalation, adjustment or variation as a result of any increase in the Supplier's costs due to, in particular, currency and/or raw material fluctuation.
5.2 The prices include the payment for all Supplies entrusted to the Supplier (including any certificates, drawings, and all other related documentations) and shall cover all the Supplier's obligations and duties including inter alia all costs, expenses, charges, levies, fees, taxes and duties whatsoever incurred by the Supplier for performing the Supplies or otherwise in connection with the Agreement.
5.3 Any additional services shall be paid for by the Purchaser only if the Supplier has been commissioned by the Purchaser accordingly in writing prior to commencement of work by the Supplier.

6. Changes and Substitutions
6.1 The Purchaser shall have the right, at any time, to make any changes in the Order and/or the Supplies such as, but not limited to, addition, deletion, substitution or other alteration or revision, and to direct the Supplier, through a change order issued by the Purchaser to the Supplier, to perform any such change.
6.2 No such change shall in any way invalidate the Order neither suspend the performance of the Order.
6.3 If the Supplier believes that such change will affect the price and/or schedule, it shall so notify the Purchaser in writing within 7 (seven) days after Purchaser's change order issuance date, all substantiated by supporting documentation failing which it shall not be entitled to any adjustment.

6.4 The Purchaser is entitled to (i) refuse any adjustment to the Order, or (ii) request the Supplier to proceed with the changes prior to having finalized the adjustment to the Order, or (iii) accept the adjustment to the Order by a written change order.

7. Delivery
7.1 Timely delivery of the Supplies is of the essence of the Order. The Supplier commits to provide the Supplies ordered in accordance with the time schedule provided in the Order, in exact quality and quantity ordered, into the hands of the Purchaser or its consignee (as the case may be) and at the address stipulated in the Order.
7.2 Delivery period shall begin from the Order date. The date on which the Supplies are received at the delivery place specified by the Purchaser shall be of the essence for deciding whether or not the agreed delivery date or delivery period has been met.
7.3 Should the Supplier fail to deliver on time, the Purchaser reserves the right to cancel/terminate the Order in accordance with Clause 18.1 (A) hereof without prejudice to any other Purchaser's right or remedies.
7.4 Delivery shall be considered to have been completed when all Supplies have been delivered and accepted by the Purchaser, and the Purchaser has received and accepted all documents stipulated in the Order and/or all documents and certificates required for operating and maintaining the Supplies in compliance with regulations.

7.5 The Supplier shall keep the Purchaser timely informed of the progress of his works and duties. If the Supplier becomes aware of circumstances which may result in delayed performance, he shall immediately so inform the Purchaser in writing, giving the full details including the reasons for and the expected duration of the delay along with its remedies proposals and take all reasonable steps as the Purchaser may approve or instruct to avoid, and/or eliminate and/or mitigate the delay and effects without additional cost to the Purchaser.

8. Liquidated Damages for delay
8.1 Without prejudice to any other Purchaser's rights, should the Supplier fail to deliver the Supplies in due time, the Supplier shall, without any prior formal notice or demand from the Purchaser or any demonstration of loss by the Purchaser, pay the Purchaser as liquidated damages, representing a genuine pre-estimate of the Purchaser's damages and not a penalty, a sum equivalent to 1% (one per cent) of the Order value tax excluded, for each calendar day of delay, up to a maximum of 10% (ten per cent) of the total Order value. In any case, the Supplier shall endeavour to mitigate the effects of any delay in the Supplies.
8.2 Liquidated damages shall by rights be automatically set off against all sums due from the Purchaser to the Supplier, whether or not such sums are payable at the time the set off takes place. The liquidated damages are a pre-estimate of the Purchaser's loss for Supplier's failure to meet the schedule. They are not the Purchaser's exclusive remedy for such a failure.

9. Partial Delivery
9.1 Part deliveries and/or part services are only allowed subject to the prior written approval of the Purchaser.
10. Quality Assurance, Inspection, Test and Notice of Defect.
10.1 The Supplier shall maintain a quality management system/program (QMS/QMP) and shall submit to the Purchaser evidence of its certification to DIN EN ISO 9001:2008. The Supplier shall ensure that the Supplies comply with contractual requirements and provide the Purchaser with all test certificates/report and other documentation as required under the Order or as the Purchaser may reasonably require, if the Supplier does not possess the required certification, its Supplies shall be in accordance with all standard and statutory or regulatory provisions applicable at the time of delivery as well as all relevant technical regulations.
10.2 In accordance with the inspection test plan, the Supplier shall notify the Purchaser in writing at least 10 (ten) days in advance of the Supplies readiness for inspection/testing in order to set jointly the related inspection/test dates with the Purchaser.

The Supplier shall, at its sole expense, carry out any inspection and testing and shall provide certificates that may be required in fulfillment of the Order.
The costs and expenses for extra-tests shall be borne by the Supplier (i) if, for reasons attributable to the Supplier, all or part of the tests must be re-performed and/or performed outside of the pre-agreed location for the test and/or inspection as specified in the Order; and/or (ii) if, as a result of a non-conformity with the Order, additional or complementary tests/inspections to those provided for in the Order are required; and/or (iii) if, for reasons attributable to the Supplier, the test/inspection, cannot take place on the scheduled date, or cannot be completed.

10.3 The Supplier shall, at its sole expense, carry out any inspection and testing and shall provide reports, certificates that may be required in fulfillment of the Order. Such inspection/test reports and/or certificates shall be submitted within 2 (two) weeks after the test/inspection date and in any case must be available before the time of readiness, dispatch or delivery as per applicable Incoterms. No shipment under any Order shall be made unless and until the Purchaser issues a release note for shipment further to Purchaser and/or Third Party Inspection.

10.4 All items are subject to final inspection and acceptance by the Purchaser at destination notwithstanding any prior payment or inspection at source. In any case, the delivery of Supplies shall not be deemed complete until such inspection/tests have been passed to the satisfaction of the Purchaser. The Purchaser shall notify the Supplier of any other defects as soon as they are discovered.

10.5 Inspections, tests, and the presentation of the aforesaid proof as well as final inspection and acceptance by the Purchaser, nor potential waiver thereof shall not relieve the Supplier of any of its obligations and liabilities under the Agreement.

11. Certificates and Services to be provided
11.1 The Supplier shall submit the Mill Test Certificate (MTC) - if applicable - for Purchaser's review before dispatch and other certificate as required under the Order.
11.2 The Supplier may not ship the Supplies to the Purchaser before it has drawn up a certificate of origin stating that the Supplies comply with the specifications and other terms contained in the Order and any standards applicable on the date of dispatch, including those of any country where the Supplies are to be manufactured, delivered or used.

11.3 If any special tests are to be performed in relation to the Supplies, the results of such tests shall also be attached to the certificate of conformity.

12. Shipment, Marking and Packaging
12.1 Unless special packaging and marking are specifically requested by the Purchaser in the Order, the Supplier shall provide adequate and/or suitable packaging and marking in order to ensure that the Supplies are delivered in undamaged conditions. Each supplied item shall be recognizable and traceable to the Order No., manufacturer name and manufacturer part No.
12.2 The costs for the packing and marking are included in the Order's price.

12.3 The Supplier shall pay for damaged Supplies resulting from improper packing and/or marking. This liability includes, but is not limited to, the costs associated with the return, re-packing, replacement and re-delivery of rejected items.

12.4 Each consignment shall be accompanied by a commercial invoice, an itemized packing list, a packaging slip and other documentation as required under the Order or as the Purchaser may reasonably require. The Order reference, nature and quantity of Supplies, name of carrier, packaging details and full details of the point of destination and the consignee shall be indicated in all shipping documents and on the outside of the packaging.

12.5 All original shipping documents (such as commercial invoice, packing list, certificate of origin, bill of lading, MTC or certificate of compliance, test certificates, etc.) shall be mailed to the Purchaser at the attention of the person designated in the Order and shall be received at least 10 (ten) days prior arrival of Supplies at destination.

13. Passage of Risk and Title
13.1 Full and unrestricted title of the Supplies and risk shall be transferred to the Purchaser upon the readiness, dispatch or delivery date as per the applicable Incoterms.

13.2 The Supplier shall guarantee that the Supplies are free and clear of any lien and all reservations of title or any other third-party rights to the Supplies.

14. Acceptance
14.1 The Purchaser will only accept Supplies after they have been unpacked, inspected and found to meet the quantities, standards of quality (technical or otherwise) and other criteria set out in accordance with the requirements of or any obligation under the Order.
14.2 If the Purchaser finds that there are defects or other shortcomings with the Supplies, the Purchaser shall give written notice (discrepancy report) of those defects or shortcomings to the Supplier within a reasonable period after the Purchaser's inspection. The Purchaser may elect to reject all or any portion of the Supplies which do not conform in every respect with the terms of the Order. Any loss or damages arising out of or in connection with such rejection shall be at the Supplier's costs and expenses.

15. Claims in Respect of Nonconforming Supplies and Defects under Warranty
15.1 If any part of the Supplies does not conform to the Order's conditions or if the Purchaser lodges a claim in respect of a defect, the Purchaser shall have the right, at its option and at the Supplier's cost and risk, (i) demand that the defect be repaired; or (ii) demand that the defective or nonconforming Supplies be replaced; or (iii) opt to accept the defective or nonconforming Supplies subject to an equitable reduction of the Order price.

15.2 If the Supplier fails to start with the remedial work within a reasonable time or to remedy the defects or nonconformity raised within the notice given, or if the circumstance otherwise reasonably justify such action, the Purchaser shall be entitled, by right: (i) to carry out the repair itself and/or to have it carried out or to procure a substitute supply elsewhere through a third party at Supplier's risk and costs; (ii) to terminate the Order in accordance with Clause 18.1(A) hereof without prejudice to the Purchaser's accrued rights and remedies (iii) to claim a reduction of purchase price (iv) and to claim damages.

15.3 The warranty provided by the Supplier shall cover all costs incurred by the Purchaser as a result of the defect(s) such as, without limitation, parts, labour, dismantling, installation, reassembly, transport, travel and accommodation.

15.4 If, at any time during the currency of the Order, the repair or replacement of defective or nonconforming Supplies is urgent and necessary to prevent loss or damage to the goods or works or environment or to any property or to prevent personal injury or to death of any person and/or consequential damages, the Purchaser may itself or through a third party repair or replace such Supplies forthwith without previous notice, at the Supplier's risk and expense.

16. Liability and Insurance
16.1 The Supplier shall be liable to the Purchaser and shall indemnify and hold harmless the Purchaser from and against any and all claims, liabilities, damages, losses (especially but without limitation all claims for any operating losses, loss of production, loss of profits, loss of business, loss of revenue, loss of use, loss of interest, loss of contracts, expenses of any nature (whether direct, indirect, incidental, consequential, tangible, intangible, physical or economic including reasonable attorney's fees and whether suffered by the Purchaser, the Supplier or any third party), as well as any demands, law suits and causes of action arising in favour of any third party on account of bodily injury, sickness, disease or death or to injury to or destruction of or loss of any property, arising out of or in connection with the performance or non-performance or breach whether such liability arises in contract, tort or otherwise by the Supplier (including without limitation its directors, employees, agents, subcontractors, suppliers and/or services providers) of any of its obligations under the Agreement.

16.2 The Supplier warrants that it possesses adequate insurance coverage against all risks arising in relation to the performance of its obligations under the Agreement, and any other insurance coverage that is required under applicable law. At the Purchaser's request the Supplier agrees to provide the Purchaser with certificates proving its insurance coverage (including the amounts of coverage subscribed) less than 1 (one) month from the Purchaser request. Should the Supplier fail to provide adequate insurance, the Purchaser shall be entitled at its option to: (i) terminate the Order in accordance with Clause 18.1(A) and/or (ii) take out such insurance, at the Supplier's costs, and offset the cost of so doing from any amount due by the Purchaser to the Supplier and/or (iii) without any payment still proper certificates are provided in the agreeable form.

17. Force Majeure
17.1 Force Majeure shall mean any cause beyond the parties' control, which cannot be reasonable foreseen or avoided, and which cannot be overcome despite reasonable efforts of the affected party.
17.2 In any case, the following shall not be regarded as cases of Force Majeure: particularly difficult or onerous performance of the Order, strikes except national strikes, causes attributable to the Suppliers, to subcontractors, and generally to any person dependent on, and/or working for the Supplier, any defect of the Supplies attributable to defective materials and/or means used for the Order's performance.

17.3 The Supplier shall immediately notify the Purchaser of the occurrence of any of the aforesaid causes and cessation thereof and takes all reasonable steps to reduce the resulting delay.
17.4 Supplier shall not be excused from performance hereunder where alternate sources of supply are available.

17.5 In case of an occurrence that constitutes a cause of Force Majeure prevents performance of the whole or substantial part of the Order, for a continuous period of 3(three) months, the Purchaser shall have the right to cancel/terminate the Order or part thereof.
18. Suspension and/or Cancellation/Termination
18.1 Grounds for suspension and/or cancellation/termination:
Without prejudice to any other rights and remedies of the Purchaser under the Order whether oral, written, statutory, express or implied and/or provided by law, contract, or equity, the Purchaser shall be entitled to, at any time upon written notice without having to justify the decision:
(A) suspend and/or cancel/terminate the Order in whole or in part without paying any cost, compensation or penalty to the Supplier and/or complete the Supplies or any part thereof itself or through a third party at the Supplier's costs and risk if any of the following events occur: (i) The Supplier fails to deliver the Supplies or part of the Supplies within the dates scheduled in the Order; (ii) The Supplier fails to comply with warranty obligations detailed under Article 15 hereof; (iii) The Supplier unreasonably withholds its consent to change order as per Article 6 hereof; (iv) The Supplier is in breach of any of its obligations arising from these Conditions and breach is not cured within 7 (seven) working days from receipt of written notice from the Purchaser; (v) The Supplier is insolvent, adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver or administrator is appointed in respect of the Supplier, commences winding up or similar proceedings or ceases or threatens to cease to carry on business or becomes unable to pay its debts as they fall due; (vi) The Supplier is in breach of any terms of Article 21 hereof; (vii) in case of breach of the assignment prohibition set forth under Clause 24.2 hereof.
(B) suspend and/or cancel the Order in whole or in part without paying any cost, compensation or penalty to the Supplier provided that such suspension and/or termination occurs before Supplier's written acknowledgment of the Order.

(C) suspend and/or cancel/terminate the Order in full or in part at any time.
18.2 Supplier's obligations in case of suspension and/or cancellation/termination:
(A) The Supplier shall: (i) discontinue work or part thereof and place no further orders nor make any further commitments for materials and/or services to complete the work; (ii) immediately preserve and protect the Supplies (including material in hands, work in progress and completed work) at its risk and costs and make any reasonable effort to minimize related costs; (iii) execute all documents and all such other actions as may be required in order to vest in the Purchaser or Purchaser's client all rights, good title, set-offs and other benefit held by the Supplier under or in connection with the performance of the Order; (iv) allow the Purchaser or its nominee full right of access to the Seller's premises to remove all or any of the Supplies; (v) at Purchaser's request, deliver to the Purchaser any parts of the Supplies, whether or not completed;

(vi) return forthwith all advance payments already made to the Supplier; and (vii) comply with any other matters arising out of the Order which the Purchaser deems necessary.

(B) Moreover, in case of cancellation/termination under Clause 18.1(A) hereof, the Supplier shall also, at the Purchaser's request: (i) do and procure all things necessary to enable the Purchaser to complete the work or any part thereof itself or through a third party at Supplier's risks and costs; (ii) return all advance payments made to the Supplier together with interests set at 10% (ten per cent) above the base rate of the central bank of the Purchaser's domicile.

18.3 Consequences of suspension and/or termination/cancellation:
(A) The Purchaser shall not be liable for any loss of contract, revenue or prospective profits, contributions to overhead or of indirect or consequential losses or other damages arising from the suspension and/or cancellation/termination or otherwise under this Agreement;

(B) Moreover, upon suspension and/or termination/cancellation under Clause 18.1(A), any additional costs, damages and/or losses suffered by the Purchaser and/or Purchaser's client as a result of such suspension and/or cancellation/termination shall be recoverable by the Purchaser from the Supplier.

(C) Furthermore, in case of suspension and/or cancellation/termination under Clause 18.1(C) not due to Supplier's default, the Supplier shall be entitled to (i) payment of the Supplies satisfactorily delivered and accepted by Purchaser and/or by Purchaser's client up to the date of termination; and (ii) for (i) reasonable, unavoidable, audited extra costs duly substantiated in writing, directly incurred as a result of such suspension and/or cancellation/termination and whose amount shall be settled by written mutual agreement of the parties and provided the Purchaser's client approval and payment if suspension and/or cancellation/termination occur at Purchaser's client request.

19. Patents and Trademarks
19.1 The Supplier warrants that all goods and services supplied under the Order shall not infringe on any third party's patent, utility model, design, copyright, trade secret, trade name, trade mark or service mark, or other property right.

19.2 The Supplier shall at its own expense defend, indemnify and hold the Purchaser, its officers, agents representatives, employees, customers and users of Supplier's goods and services harmless from any and all claims, liabilities, damages, and expenses (including attorney's fees) arising from or in connection with any claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other property right in connection with goods or services supplied.

20. Proprietary Information and Confidentiality
20.1 Any data, drawing, design, manufacturing means, equipment or other material or information designated as confidential or proprietary, which is provided by the Purchaser or provided by the Supplier but paid by the Purchaser as a part of the Supplier's purchase price (hereafter referred to as "Information"), shall be solely owned by the Purchaser and shall be kept confidential by the Supplier's confidential property.

20.2 The Supplier agrees (i) to be strictly confidential any and all information under Clause 20.1 as well as any other Purchaser's proprietary materials and/or information received for the purposes hereof and (ii) to not use such information for any other purpose and (iii) to avoid communication or disclosure of such information to any third party unless with prior written consent of the Purchaser. The Supplier shall only use this information for the purpose of performing this Order and it shall not make them available to any third party without the prior consent of the Purchaser.

20.3 Supplier shall return all information and copies thereof to Purchaser upon written request.
20.4 Any advertising or oral or written communication concerning the Order or its details shall be subject to the Purchaser's prior written approval.

20.5 The Supplier shall return to the Purchaser or, at the Purchaser's request, destroy all patterns, samples, tools and any other manufacturing means or materials related to and/or supporting the information placed at Supplier's disposal or fabricated by it, according to the Purchaser's special instructions, as well as all drawings, plans, calculations and any other documentation, including all copies and samples made. The Supplier has no right of lien.

20.6 Any intellectual property rights arising from the performance of the Order shall become the property of the Purchaser.

20.7 The Supplier represents and warrants that the Supplies, and any material, design or any other works or information provided by or on behalf of the Supplier, including the use thereof, does not infringe any intellectual property right of a third party, and the Supplier shall defend, indemnify and hold harmless the Purchaser and the Purchaser's customers from and against all claims and liabilities based on alleged or actual infringement thereof.

In case of infringement, the Purchaser, at its option, may require the Supplier (i) to procure at the Supplier's expense the necessary rights, or (ii) to modify or replace the Supplier's product or part thereof such that it no longer infringes, or (iii) to refund the Order price, with interest, upon the Purchaser's return of the infringing Supplies.

21. Laws and Compliance
21.1 The Supplier undertakes to observe and comply with all applicable laws, orders, ordinances, notifications, rules and regulations applicable to the conduct of business in all countries in which it operates and/or in connection with the Order.

21.2 The Supplier undertakes to comply with all applicable anti-bribery and/or corruption laws, in particular prohibiting the payment of any form of corrupt gift, including without limitation, the Foreign Corrupt Practices Act (the "FCPA") of the United States, the Bribery Act 2010 of the United Kingdom (the "UK Bribery Act") and all applicable anti-bribery laws and/or corruption laws of all countries in which the parties operate.

21.3 The Supplier committed to comply with TROUVAY & CAUVIN Good Corporate Governance Policy ("the Policy") that is provided upon request. The full compliance with the Policy by the parties is of the essence of the cooperation between them.

21.4 The Supplier undertakes to not use any funds received under the Order for any purpose prohibited by the applicable laws and warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of the Purchaser or the Purchaser's customers, or made any gifts, entertainment or any other non-business related arrangements.

21.5 Any party failure to abide by the Article 21 shall be deemed a material breach and subject to termination provisions of Clause 18.1(A) hereof. The Supplier will indemnify and hold harmless the Purchaser, its affiliates, officers, employees or agents, from and against any and all liabilities, claims, expenses, loss and/or damage which may arise as a result of or in connection with the Supplier's breach of its obligations and/or warranties under this Article 21.

22. Invoicing
22.1 Invoices shall be issued by the Supplier in triplicate (one original and two copies) and shall be addressed to the Purchaser at the address given in the Order.
22.2 The Supplier shall be entitled to invoice the Purchaser according to the invoicing schedule and instructions set out in the Order. Invoices must contain: Order number or reference, date of the Order, item number, item quantity and description of the Supplies, the number and date of the packing list, detailed price exactly as shown in the Order, the place of delivery, the date of payment, all provisions currently mandatory at law and shall be accompanied by all the necessary supporting documents.

22.3 An invoice can only be settled when the Purchaser is in possession of: (i) the acknowledgement of receipt of the Order signed without reservation, any annotation being considered null and void; (ii) the documents specified in the Order; (iii) the invoice fully compliant with Clause 21.2 hereinafter.

22.4 The Purchaser shall be entitled to reject invoices not complying with the above requirements. No interests or any other penalty shall be levied on any such payments withheld by the Purchaser.

23. Payment
23.1 Payment Terms are specified in the Order.
23.2 The Supplier shall not be entitled to any payment unless and until the Supplier provided the Purchaser with an advance payment security (if any), a performance security and/or retention money security (if any).
23.3 Payment is made subject to the Purchaser's inspection and acceptance of the Supplies supplied hereunder for freedom from defects, in particular in respect of their execution, quantity and adequacy for the intended use as stipulated in the Agreement.

23.4 Payments made by the Purchaser shall neither be interpreted as acceptance of the Supplier's conditions and prices, nor be deemed to constitute acceptance of the Supplies nor shall it affect the Purchaser's right to lodge claims in respect of (i) defects or nonconformance of any of the Supplies or (ii) amount paid.

23.5 The Purchaser reserves the right to reduce, reject or defer any payment if the Supplier does not comply with its obligations under the Agreement, contractual documents, professional standards or any effective regulation.

24. Right to offset and Assignment
24.1 Purchaser, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Purchaser to Supplier in connection with an Order, any and all amounts owed by Supplier to Purchaser even if these originate from a different Order and/or from one of TROUVAY & CAUVIN Group's companies and/or offices.

24.2 The Supplier shall neither transfer or assign all or part of the Order and/or Agreement, nor subcontract all or part of its execution without the prior written agreement of the Purchaser. Any assignment, subcontracting or delegation made without the Purchaser's prior written consent shall be void and may lead to cancellation/termination of the Order and/or Agreement under Clause 18.1 (A) at Purchaser's choice.

24.3 The Purchaser reserves the right to assign the Order or any part thereof to any third party.

25. Miscellaneous
25.1 Validity of Provisions: In the event any provisions of the Order, in whole or in part is held to be invalid, void or otherwise unenforceable, this shall not affect the remaining parts of such provision or any other provision hereof. Any obligations, which by their nature extend beyond the expiration, completion or termination of the Order, including (without limitation) the provisions of Articles 16, 20 and 26, shall survive the expiration or termination of the Order.

25.2 Waiver: The Purchaser's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege.

25.3 Governing Languages: The language of the Agreement shall be English and all communications thereunder or in relation thereto shall be delivered in English unless otherwise agreed.

25.4 In so far as this "General Terms and Conditions of Purchase" are also available in a language other than English, the English version shall prevail at all times in the event of any discrepancy.

26. Laws and Regulation
The Agreement shall be governed exclusively by laws of the Purchaser's domicile.

27. Disputes / Jurisdiction
27.1 The place of jurisdiction for any disputes or claims arising out of or in connection with the Agreement or breach hereof which cannot be amicably settled between the Parties shall be the court having jurisdiction at the place where the Purchaser has its registered office.