Global Terms and Conditions of Purchase

Revised: April 2022

GLOBAL SAFETY TEXTILES

Section 1 Scope

(1) These Global Terms and Conditions of Purchase ("GTC") apply for the procurement of goods, works and services of all kinds by Global Safety Textiles GmbH, domiciled in 79713 Bad Säckingen, Germany and its affiliated companies as well as GST Safety Textiles México, S. de R.L. de C.V. and Hyosung Quangnam Co. Ltd. (hereinafter referred to as "GST").

(2) These GTC apply to the exclusion of all others. Contradicting conditions, conditions not contained in our GTC, or different conditions of the supplier do not apply, unless expressly approved by GST in writing.

(3) These GTC also apply for all future transactions between the contract partners, even if GST has accepted the supplier's goods or services without reservation in the knowledge of the existence of different or contradicting conditions.

Section 2 Conclusion of the contract, modifications

(1) Ordering as defined in these GTC is any written request that GST submits to suppliers to provide a good or service.

(2) Orders by GST must be confirmed in writing by the supplier. If the supplier does not accept the order in writing within 10 working days of receipt, GST is entitled to revoke the order. If we only receive the supplier's order confirmation after the expiration of this deadline, it is considered a new contract offer. If the order has not been confirmed by the supplier in writing, however the supplier ships the requested goods/provides the requested service, these GTC will be legally binding

(3) Only orders issued in writing are legally binding. Orders issued verbally or over the phone must subsequently be confirmed by GST to ensure that they are legally valid. The same applies for verbal ancillary agreements and amendments to the contract. Orders, call-offs as well as their amendment and supplements may also occur via remote data transmission.

(4) The supplier must check whether the descriptions in the order issued by GST are correct and whether the material satisfies the defined purpose. If the supplier has concerns about the nature of the requested design or its usability, the supplier must immediately notify GST in writing.

(5) Obvious errors (tying and/or calculation errors) contained in the order may be corrected by GST even after the conclusion of the contract. The supplier is obligated to inform GST of these kinds of errors.

(6) No remuneration is provided for visits, the development of offers, project work or the like, if remuneration has not been expressly agreed or a mandatory statutory entitlement exists.

(7) The supplier may only modify the construction and/or design of the delivery items with the prior written consent of GST.

(8) GST may request modifications to the construction and/or design of the good or service at any time, even after the conclusion of the contract. The supplier is obligated to immediately implement these kinds of modifications to the extent that the modification is reasonable. If the modification leads to higher or lower costs or requires an adjustment of the delivery dates, the contract partners shall ensure that this is adequately regulated by mutual agreement.

Section 3 Delivery according to a sample, deviation from the sample, involvement of third parties, change of supplier

(1) If the delivery of a sample is agreed, the contract is subject to the condition precedent of the approval of the sample, unless otherwise agreed.

(2) Any deviation from an approved sample must first be approved by GST and must be requested by the supplier by sending a new sample. The same applies for deviations from release logs.

(3) The involvement of third parties as subcontractors is only permitted with the prior written consent of GST. A third party employed by the supplier is generally considered its vicarious agent, even if GST has approved its involvement.

Section 4 Prices, payment

(1) The agreed prices are fixed prices and represent the total price for the production and delivery of the goods or services, including all ancillary services, such as packaging and transport.

(2) If GST bears the packaging costs based on a separate agreement, the prime costs must be calculated. Reusable packaging must be credited at the full amount when it is returned to the supplier.

(3) Contractual deliveries and services by the supplier are payable net within 90 days from receipt of a correct invoice or within 60 days from receipt of correct invoice with a 2 % early payment discount by supplier. .

(4) Any agreed advance payments only become payable once GST has received an indefinite directly enforceable guarantee issued by a bank or credit insurer registered in the European Union in the amount of the advance payment (advance payment guarantee), free of charge, which must be returned upon final payment and reimbursement of any excess payment.

(5) Supplier shall manufacture, supply and deliver the goods for the duration of the individual agreement or order at the complete and firm prices specified therein. Prices are not subject to increase unless specifically stated in the order or an individual agreement, and supplier assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, export taxes, tariffs, duties, increases in raw material costs, inflation, increases in labor and other production costs, or any other event which impacts the price or availability of materials or supplies, and are inclusive of all federal, state, provincial, value added, and local taxes, duties, and tariffs applicable to the provision of the goods. Supplier shall separately invoice GST for any sales, value added, or similar turnover taxes or charges that supplier is required by applicable laws to pay or collect from GST. If GST is required by applicable laws to withhold taxes for which supplier is responsible, GST shall deduct the withholding tax from payment to supplier and provide to supplier a valid tax receipt in supplier's name. If supplier is exempt from such withholding taxes as a result of a tax treaty or other regime, supplier shall provide to GST a valid tax exemption certificate at a minimum of 30 days prior to payment being due.

(6) Claims for payment against GST lapse at the end of one year after the claim arises.

Section 5 Offsetting, retention

(1) GST may make use of the rights of offset and retention to the extent provided by law.

(2) The supplier has no right of retention, unless the counterclaims are undisputed, legally binding, or if there

can be no reasonable doubt as to the existence of the counterclaims based on an objective consideration.

Section 6 Delivery, shipping

(1) Delivery dates mentioned in the order or otherwise agreed are binding.

(2) Agreed delivery periods are binding. They start to run on the day of acceptance of the order by the supplier. The receipt of the delivery items by GST or a destination specified by GST in the order is decisive for compliance with the delivery period.

(3) Based on a general delivery obligation (blanket order), the quantity and delivery date of every individual call-off is legally binding for the supplier if the supplier does not object to the individual call-off within two working days. An objection is only valid if the supplier is prevented from ensuring on-time delivery for reasons outside its area of responsibility (scope of delivery outside the delivery capacities agreed with GST, non-compliance with agreed lead times, force majeure). Stock production or orders prior to an individual call-off take place at the supplier's risk.

(4) For call-off agreements, GST determines (within any agreed capacity limits and lead times) the quantity as well as the call-off dates with individual call-offs. Notifications of expected demand or of the expected required quantity do not establish an acceptance obligation.

(5) The supplier can only refer to the failure of GST to supply the necessary documents or information if it requests GST to submit the documents in writing and they have not been received within an adequate period.

(6) A delivery note must be enclosed with every delivery. Delivery notes, bills of lading, invoices, and all correspondence must contain the GST order number and the item number.

(7) The customs declaration of origin must automatically be enclosed with the first delivery of a certain good.

(8) The transfer of the associated documents is considered part of a complete delivery. The contractual performance remains incomplete until this occurs.

(9) The acceptance of a delayed delivery cannot be considered a waiver of compensation claims.

(10) If the type of packaging is not agreed, it must be selected by the supplier with due diligence so that any damage or deterioration of the goods during transport under normal conditions can be ruled out.

(11) Unless otherwise agreed, the supplier is obligated to accept the return of packaging and collect this from GST.

(12) The quantity of the delivery must also correspond to the details in the order, or the individual call-offs issued by GST. Partial or excess deliveries are only permissible with the express consent of GST.

(13) The supplier is obligated to inform GST of any impending or existing non-compliance with a delivery date, the associated reason, and the expected duration of the delay. The occurrence of the default in delivery remains unaffected.

(14) GST is entitled to assert all legal claims in the event of a default in delivery.

Section 7 Risk assumption, transfer of ownership, place of fulfillment

(1) The supplier bears the risk of the accidental loss or accidental deterioration of the goods until the goods are accepted by GST.

(2) Unless otherwise specified in an individual agreement or order, title to all goods shall vest in GST when the goods are received at GST's premises.(3) The place of fulfillment is the destination specified in the order by GST and, if such information is lacking or deviating agreements exist, the GST factory to be supplied.

Section 8 Quality assurance, incoming goods inspection

(1) The supplier must implement and maintain appropriate quality management systems, in terms of both its nature and scope, which complies with the current IATF 16949 requirements. The supplier is required to provide proof of valid certification to the mentioned standard. In the event the supplier is not certified to IATF 16949, as a minimum, compliance with ISO 9001 is required. A plan to upgrade to IATF 16949 must be provided to the buyer. The supplier shall provide evidence of this to GST upon request.

(2) Following prior announcement, GST is entitled to audit the supplier during usual business hours or appoint third parties to conduct such audits.

(3) The supplier must store all documents associated with the goods, especially quality data/records, test records, analyses, process data, and all information necessary to track the process for the duration of the series supply plus 36 months and, for parts with a documentation requirement, at least 20 years from the last delivery of a delivery Item to GST and make these available for inspection by GST upon request. Retrieval of information should be in a reasonable amount of time or unless otherwise specified by GST.

(4) The supplier must verify to ensure the compliant nature of the goods before delivery. GS''s inspection obligation is therefore limited to a check of the quantity and identity of the delivery items as well as a check for obvious external damage as part of the customary course of business. GST must notify the supplier of defects identified during this verification. The notification is considered to have been made on time if it is received by the supplier within a reasonable period from the delivery of the goods or, in the case of concealed defects, from their discovery (or notification by GST customers). Supplier is responsible for the collateral damages rendered from defective product reaching GST's facilities or upstream the supply chain up to the OEM.

Section 9 Liability for defects, warranty

(1) The supplier guarantees that its delivered goods comply with the agreed specification and, in all other respects, are free of defects, i.e., correspond to the current state-of-the-art. If the supplier is responsible for the construction, it also guarantees the correctness of the construction and the suitability of the delivered goods for the specific purchase for which they were purchased.

(2) Moreover, the supplier guarantees that the delivered goods (i) comply with any initial samples previously delivered by the supplier and approved by GST, (ii) comply with any supplied test certificates, (iii) comply with the legal and official provisions for the product quality, and (iv) comply with the regulations and standards applied by other leading suppliers with a similar product range in the industry (e.g. ISO and VDA standards, including GST's Customer Specific Requirements) and, in particular, comply with the Product Safety Act, applicable EU regulations and national provisions on CE marking, VDE provisions, VDI guidelines, and DIN standards.

(3) Compliance with test specifications as well as any approvals by GST and/or GST customers do not release

the supplier from its obligation to deliver goods that are free of defects.

(4) GST is entitled to statutory warranty claims without restriction. With regard to the claim for supplementary performance, GST is entitled to demand the removal of the defect or the delivery of a defect-free product at its discretion.

(5) If the supplier does not immediately remove the defect at the request of GST, in urgent cases, especially to avert acute risks or to prevent greater damage, GST is entitled to eliminate the defects itself, or appoint a third party to do so, at the supplier's expense. The resulting, appropriate costs shall be borne by the supplier. This also applies for administration costs, (dealer) handling charges (at the GST level and further down the distribution chain), where GST is required to keep costs as low as possible.

(6) The liability for defects starts with the complete delivery of the scope of delivery and service (transfer of risk). If an acceptance of the scope of delivery and service is agreed, liability for defects starts upon acceptance.

(7) Claims for defects lapse 36 months after the transfer of risk, unless the statutory regulations provide for longer periods.

(8) The warranty period is extended accordingly for goods that could not remain in operation during the investigation of the defect and/or defect removal.

(9) In cases of subsequent delivery or in cases in which repaired goods could not remain in operation, or a repaired good displays the same defect, the limitation period restarts. Repair or rework of goods needs to be previously approved by the appropriate authority at GST prior of performing this action.

(10) If GST notifies the supplier of defects, the limitation period for claims from the liability for defects is suspended. This remains in place until the supplier seriously and definitely rejects associated GST claims plus an additional suspension period of three months.

(12) If the goods have already been installed and delivered to GST customers, the supplier shall receive parts for analysis provided that GST receives these from its customers. GST shall demonstrate the existence of defects in the goods in accordance with the processes agreed between GST and its customers, generally based on projections of the products with the same error pattern from defined reference markets that have been submitted for analysis. If GST's customer provides products for analysis, GST shall also immediately make these available to the supplier for inspection. The transfer takes place at the supplier's risk and expense.

Section 10 Warranty of title

(1) The supplier guarantees that the goods are delivered free of the rights of third parties. Otherwise, the supplier shall indemnify GST from any third-party claims.

(2) The supplier is obligated to immediately disclose third-party rights to the goods or parts thereof to GST.

(3) Claims from defects of title lapse in accordance with the regulations on material defects as defined in Section 9 of these Terms and Conditions of Purchase.

Section 11 Liability, product liability, recall

(1) The supplier is liable in line with the statutory provisions, unless otherwise regulated in these Terms and

Conditions of Purchase.

(2) In the event that claims are raised against GST based on product liability, the supplier is obligated to indemnify GST from these types of claims to the extent that and insofar as the damage was caused by a material defect or an error in the goods delivered by the supplier, or another breach of duty by the supplier. However, in cases of fault-based liability, this only applies if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier must demonstrate that it is not at fault.

(3) If claims are raised against GST due to a breach of official safety regulations or based on domestic or international product liability regulations or laws as a result of a product error that can be traced back to the goods delivered by the supplier, GST is entitled to demand reimbursement for this damage from the supplier to the extent that it is caused by a material defect, a product error, or another breach of duty by the supplier.

(4) The supplier is liable for measures to defend against risks or damage (e.g. recall actions, customer service measures, or other field measures) by GST, GST customers, or other third parties to the extent that these measures are based on a defect in the goods delivered by the supplier or another breach of duty by the supplier.

(5) As part of measures to defend against risks or damage, the supplier is also obligated to adequately reimburse GST for any expenses, which arise from or in connection with these kinds of measures, provided that the supplier is responsible for these measures in accordance with the above provisions.

(6) GST shall immediately - to the extent possible and reasonable - inform the supplier of the content and scope of the measures to be implemented to defend against risks or damage and give the supplier the opportunity to provide its opinion.

Section 12 Free-issue parts/production and test equipment

(1) If GST supplies material or parts to the supplier, these shall remain the property of GST. Any processing, mixing or combination by the supplier shall take place on behalf of GST as the manufacturer as defined in Section 950 BGB. If, in the event of processing, mixing, or combining with third-party items, the third party retains a right of ownership, GST shall acquire joint ownership of the new item in the ratio of the value of the item provided to the other items at the time of processing, mixing, or combining.

(2) Production and test equipment, including accessories and documents, which are provided by GST, or which are paid for by GST (directly or via amortization) remain or become the property of GST no later than upon payment of 80% of the agreed price and must be marked as such or, where applicable, as the property of GST's customer. In all other respects, GST shall become the joint owner of this production and test equipment in the ratio of the payments made to the agreed overall price. The production and test equipment is transferred to the supplier on loan and its return may be demanded by GST at any time.

(3) The objects mentioned in Section 12(1) and Section 12(2) may only be used to produce goods for GST.

(4) The supplier is not entitled to relocate the objects mentioned in Section 12(2) without the prior written consent of GST.

(5) The objects mentioned in Section 12(2) must be kept in good condition at the supplier's expense. The maintenance and inspection work required when exercising due care and diligence must be carried out in good time at the supplier's expense. Any faults must immediately be communicated to GST.

(6) In all other respects, the objects mentioned in Section 12(2) must, if necessary, be replaced at the supplier's expense, if the agreed production quantity is not achieved (or, if no agreement exists, the production quantity expected in good faith). Replaced objects shall become GST's property.

(7) As long as the objects mentioned in Section 12(1) and Section 12(2) are in the supplier's custody, it bears the risk of any accidental loss and is obligated to obtain adequate (replacement value) insurance against property damage and bear the associated expense.

(8) Before manufacturing production and test equipment commissioned by GST, the underlying design drawings must be submitted to GST for production approval and must be stored so that they are readily available in the event of the destruction of or damage to the production and test equipment. After complete payment for the production and test equipment, the design drawings must be handed over to GST upon request.

Section 13 Spare parts

(1) The supplier shall ensure GST's spare parts requirements for production material during series delivery and for fifteen (15) years after the end of series delivery.

(2) The supplier shall notify GST of the impending expiration of these 15 (fifteen) years in good time and, at the request of GST, provide a pooled set of replacement parts as a residual cover quantity.

Section 14 Insurance

The supplier is obligated to ensure adequate insurance cover with regard to its obligations and demonstrate this to GST upon request.

The purchase of the required insurance coverage or the furnishing of a certificate shall not be a satisfaction of supplier's liability hereunder, or in any way modify or limit supplier's obligation to indemnify GST or comply with any other requirement under an order, these GTC, or an individual agreement.

Section 15 Laws, regulations, dangerous goods

(1) The supplier is responsible for ensuring that the delivery item (including packaging) complies with the applicable statutory provisions as well as the applicable regulations and guidelines issued by the authorities and employers' liability insurance associations at the place of fulfillment at the time of delivery. In particular, the supplier must ensure that the delivery item does not have any harmful environmental effects and does not result in any other risks, material disadvantages or burdens for the environment and/or the GST workforce, or other third parties. Moreover, with regard to substances and preparations, the supplier guarantees that the good is properly labeled in accordance with the applicable legal provisions on hazardous materials. Any EC safety data sheets to be transferred to GST must be complete and correct.

(2) The supplier is obligated to automatically submit a valid long-term supplier declaration, indicating the item numbers and the associated code numbers (product index, external trade statistics) each year.

(3) With regard to the goods delivered by the supplier, it is also obligated to provide GST with all the necessary information and confirmations of registration for registration in line with the EC Regulation concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals of the European Community ("REACH"). The same applies with regard to information and/or confirmations of registration based on the EU regulation for the classification, labeling, and packaging of chemical substances ("CLP").

(4) The supplier's obligation to comply with applicable legal provisions particularly also include - where

applicable - the End-of-Life Vehicle Directive, the commodities regulation, IMDS safety data, and bans on heavy metals and other substances of concern.

(5) If deviations from applicable regulations are required in a specific case, the supplier must obtain GST's written consent in this respect. The supplier's warranty obligation is not restricted by this type of consent.

(6) Conflict Minerals. The supplier hereby represents, warrants, covenants and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time and any regulations, rules, releases, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, the "Act"), and (ii) none of the Goods furnished hereunder shall contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) originating in the Democratic Republic of the Congo or an adjoining country (the "Conflict Region") unless (x) such conflict mineral is from recycled or scrap sources or (y) such conflict mineral was outside the supply chain prior to January 31, 2013. The supplier further agrees, at any time upon GST's reasonable request, (1) to promptly certify in writing as to the supplier's compliance with this paragraph, (2) to promptly provide GST with such information regarding the source and chain of custody of all conflict minerals that may be contained in the goods delivered hereunder, (3) to reasonably cooperate with GST's efforts to comply with the requirements of the Act, and (4) to cause its subcontractors and sub-suppliers of every tier to provide the supplier and GST with the information and cooperation that the supplier is required to provide under the foregoing clauses (1), (2) and (3). Should the supplier learn or have reason to know of or suspect any development that makes it likely that any Good furnished hereunder contains any conflict mineral originating in the Conflict Region in violation of the foregoing, or that in any other way makes inaccurate, incomplete or misleading representations, warranties and certifications of the supplier set forth herein, then the supplier shall immediately advise GST in writing of such knowledge or suspicion and all related information known to the supplier. The supplier acknowledges that GST will rely on the accuracy and completeness of information that the supplier furnishes to GST as the basis for GST's compliance with the Act.

The supplier shall be capable of establishing and deploying (upon and depending on the size of the organization) within its operations, policies for (not limited to) environmental, social and supply chain responsibility,

Section 16 Compliance, cyber-security, data protection

(1) The supplier shall comply with the relevant statutory provisions on dealing with employees, environmental protection, and occupational health and safety. In addition, the supplier shall observe the principles of the UN's Global Compact Initiative. These principles particularly relate to the protection of international human rights, the right to collective bargaining, the abolition of forced and child labor, the elimination of discrimination during recruitment and employment, responsibility for the environment, and the prevention of corruption. Further information on the UN's Global Compact Initiative is available at www.unglobalcompact.org.

(2) Moreover, the supplier shall not support or permit any working conditions in connection with the provision of its service, which do not at least comply with the applicable legal provisions as well as the International Labour Organisation conventions (ILO conventions).

(3) The supplier shall take state-of-the-art technical and organizational measures, based on due care and diligence, to (i) ensure the security of the information and data received from GST, (ii) prevent the unlawful or accidental loss of data or information provided by GST, and (iii) ensure that the supplier's IT systems and the information transmitted to GST are free of viruses, trojans, malware, backdoor programs, or similar defects.

(4) If the supplier becomes aware of circumstances that could be relevant for compliance with the regulations

in Sections 16(1) to 16(3), the supplier is obligated to immediately and comprehensively inform GST of these circumstances.

(5) The supplier and GST shall strictly comply with the applicable data protection provisions, as amended.

(6) The supplier is required to have as a minimum an operating Information Management System (IMS). Certification to TISAX or ISO 27001 is preferred.

Section 17 Confidentiality, reservation of rights

(1) The supplier shall treat all commercial or technical details, which are not common knowledge or publicly known, of which it becomes aware as a result of the business relationship, as confidential and shall not forward these details to third parties without GST's permission and shall only use these details for the purpose for which they were disclosed. The supplier shall ensure that the same commitments are imposed on its subcontractors.

(2) GST reserves all rights of ownership and copyrights to samples, drawings, sketches, and other tangible and intangible information provided by GST. They must exclusively be used for deliveries and services provided to GST.

(3) In all other respects, the supplier and GST are obligated to treat the other contract partner's business and trade secrets as confidential.

(4) If GST and the supplier have concluded a separate non-disclosure agreement, this applies to the exclusion of all other arrangements for its scope of application.

Section 18 Rights of withdrawal and termination

(1) GST is entitled to withdraw from or terminate the contract with immediate effect, if

(a) there is a material deterioration in the supplier's financial circumstances, or there is a risk of such a deterioration, and this places the fulfillment of the delivery obligation in relation to GST at risk,
(b) the supplier becomes insolvent or overindebted,
(c) the supplier suspends its payments, or
(d) the supplier applies for the opening of insolvency proceedings or similar proceedings on its assets to settle debts.

(2) If GST withdraws from or terminates the contract due to the aforementioned contractual or statutory rights of withdrawal or termination, the supplier must reimburse GST for resulting damages, unless the supplier is not responsible for the occurrence of the rights of withdrawal or termination.

(3) Statutory rights and claims are not restricted by the regulations contained in this Section 18.

(4) If GST terminates or withdraws from the contract, even in the case of extraordinary termination, GST may demand that the supplier maintains its deliveries under the most recently valid conditions for a period that GST requires to establish an alternative supplier, however for a maximum period of 6 months.

Section 19 Force Majeure

A delay or failure of either party to perform its obligations under these GTC, an order, or an individual agreement will be excused and will not constitute a breach only if, to the extent, and for the duration the party is prevented from performing such obligations specifically due to an unforeseeable event or occurrence beyond its reasonable control and which could not be prevented by the exercise of due care, including but not limited to fire, flood, earthquake, and other extreme natural events, acts of God, riots, civil disorders, and war or acts of terrorism whether or not declared as such by a government. Supplier's delay or inability to perform due to supplier's insolvency or lack of financial resources is deemed to be within supplier's control. The change in cost or availability of materials or components, customs duties, tariffs, or similar costs imposed by the government, contract disputes or any labor disruption applicable to supplier, or any of its subcontractors or suppliers, will not excuse supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and supplier assumes these risks. A delay or failure to perform by supplier will be excused pursuant to this Section only if: (i) as soon as possible (but no more than one full business day) after the occurrence, supplier provides written notice describing the delay and providing the anticipated duration of the delay; (ii) supplier produces and maintains a goods inventory to ensure an adequate supply of the goods for at least thirty (30) days; and (iii) supplier uses all commercially reasonable efforts to resume the supply of the goods. During the delay or failure to perform by supplier, GST may at its option in addition to any other rights GST may have under applicable laws: (a) purchase goods from other sources and reduce quantities ordered, without liability to supplier; (b) require supplier to deliver to GST all finished goods, work in process and parts and materials produced or acquired for work under the order or individual agreement, freight prepaid; (c) have supplier provide the goods from other sources in quantities and at a time requested by GST and at the price set forth in the order or individual agreement, or (d) have services rendered from other sources at supplier's expense. Upon GST's request, within ten (10) days (or such shorter period as GST requires) supplier shall provide adequate assurances that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, GST may terminate the order or individual agreement for cause and supplier shall reimburse GST for costs associated with the termination.

Section 20 Applicable Law and Jurisdiction.

These GTC, an order, or an individual agreement shall be governed by and construed in accordance with the laws of the country where GST's receiving location is located , excluding conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (the "CISG"). For all disputes arising out of or in connection with these GTC, an order, or an individual agreement or their validity, the courts shall have exclusive jurisdiction that have general jurisdiction at GST's registered office.

Section 21 Miscellaneous

(1) The following apply in addition to these Terms and Conditions of Purchase:

(a) The GST Code of Conduct
(b) The Business Partner Code of Conduct

(2) If individual parts of these Terms and Conditions of Purchase are legally invalid, this shall not affect the validity of the remaining provisions. The same applies if these Terms and Conditions of Purchase contain loopholes. An invalid provision or loophole shall be replaced by valid regulations that the contract partners would have agreed based on the economic purpose of these Terms and Conditions of Purchase, if they had identified the loopholes.