

General Purchasing Terms and Conditions of TÜV Rheinland Philippines, Inc.
(hereinafter referred as "TR PHILIPPINES".)

1. General / Scope of Validity

- 1.1 The following General Purchasing Terms and Conditions apply exclusively to all purchases, products, and services (hereafter referred to collectively as "Goods and Services") commissioned or procured by TR PHILIPPINES, unless otherwise specified in writing by TR PHILIPPINES.
- 1.2 TR PHILIPPINES does not recognize any terms and conditions imposed or required by the company contracted by TR PHILIPPINES to provide the Goods and Services (such company shall hereafter be the "Company") that contradict these General Purchasing Terms and Conditions in full or in part, unless TR PHILIPPINES expressly agrees to their validity in writing.
- 1.3 These General Purchasing Terms and Conditions shall still apply even if TR PHILIPPINES unconditionally accepts the Goods and Services knowing that the Company has contradictory terms and conditions that apply to the delivery of the Goods and Services to TR Philippines.
- 1.4 Acceptance of the contract to provide the Goods and Services by the Company to TR Philippines automatically entails acceptance of these General Purchasing Terms and Conditions.
- 1.5 In case of a discrepancy between these General Purchasing Terms and Conditions and the terms and conditions found and agreed to in writing by TR PHILIPPINES under individual orders and agreements, the terms and conditions agreed to in writing by TR PHILIPPINES in the said individual orders and agreements shall be applied preferentially.

2. Scope

- 2.1 The scope of the Goods and Services to be provided and/or performed by the Company shall be determined in accordance with the particular order form or the individual agreement for such Goods and Services to be provided and/or performed.
- 2.2 The Company shall be responsible for the supervision, monitoring and inspection of, and/or performance of the Goods and Services, as well as for organizational integration and the Company shall not disturb TR PHILIPPINES' operating process.
- 2.3 The Company confirms that it has received detailed information on the nature and scope of the Goods and Services to be provided and/or performed and Company cannot claim any additional compensation, fees, or payments due to lack of knowledge.

3. Delivery of Goods and Services, Packaging and Transportation

- 3.1 Any Goods and Services shall be delivered by DAP in accordance with the address stated in TR PHILIPPINES's order form. If no address is stated in the order form, the Company shall contact TR PHILIPPINES at the following address to determine where the Goods and Services are to be delivered and/.or performed.

TÜV Rheinland Philippines Inc.

G/F La Fuerza Building 1, 2241 Don Chino Roces Avenue,
1231 Makati City, Philippines

Trunkline +63 2 812 **TUVR** (8887) , +63 2 812 9977, +63 2 812 5227

Fax: +63 2 812 8887 Ext. 118

- 3.2 If the contractual arrangement contemplates the delivery of goods, the said goods should be delivered: (i) properly packed, (ii) identified and labeled in accordance with clause 4.8, (iii) using the most suitable means of transportation possible, and (iv) defect-free in accordance with the specific agreement of the parties.
- 3.3 The Company shall be liable for damages caused as a result of insufficient packaging or inappropriate transportation.
- 3.4 TR PHILIPPINES shall be entitled to return or send back any defective or non conforming Goods and Services and/or packaging material back to the Company.
- 3.5 The expenses and risks for the return of any goods and/or packaging material in accordance with clause 3.4 shall be borne by the Company.

4. Service Period and Delay

- 4.1 Goods and Services to be provided or rendered by the Company shall take place at the agreed time or within the agreed time frame in accordance with the specific agreement of the parties.
- 4.2 If for some reason, the Company does not adhere to the deadlines imposed by TR PHILIPPINES, the latter shall be entitled to a contractual penalty of 0.25% of the order total for the specific order in question for each day of delay. The contractual penalty is limited to 25% of the order total of the specific order in question for each breach of contract on the part of the Company, subject to the stipulations in clause 4.1. The contractual penalty shall be due and payable immediately without any need of notice and demand and without prejudice to any other rights or remedies that TR PHILIPPINES may have against the Company for breach, including the right to require the performance of the agreement or other compensation from the Company. The contractual penalty may be offset against any claims to compensation from TR PHILIPPINES.
- 4.3 As soon as the Company knows that the deadline for the delivery and/or performance of the Goods and Services cannot be met in accordance with the order, or that the same will be delayed, or that the Goods and Services will not be delivered and/or performed in accordance with the specifications of the order, the

Company shall inform TR PHILIPPINES immediately of such fact in writing stating the reasons for the delay or non-performance . Without any impairment of TR PHILIPPINES' rights as a result of the said breach of contract, the contractual parties may decide together on how the situation can be resolved to the satisfaction of TR PHILIPPINES.

- 4.4 The Company accepts that the agreed delivery or service times or service periods stipulated under the order form or the individual agreements are binding.
- 4.5 Notwithstanding any provision to the contrary, the Company shall inform TR PHILIPPINES in writing of the actual delivery and/or service date at least three (3) business days before the delivery and/or performance of the Goods and Services. The information provided must include the order number.
- 4.6 TR PHILIPPINES shall be entitled, at its own discretion and for any reason, to postpone the announced delivery and/or service date by giving notice to the Company at least one (1) day from the time it is notified by the Company of the actual delivery and/or service date. The said postponement shall not be a ground for any additional payment obligation on the part of TR PHILIPPINES.
- 4.7 If, for whatever reason, TR PHILIPPINES requests that the time of delivery and/or performance of the Goods and Services be postponed, the Company shall store the goods to be delivered in a reputable storage facility. The goods must be properly insured, packed and clearly identified as intended for delivery to TR PHILIPPINES at no cost to TR PHILIPPINES.
- 4.8 Upon delivery, the label on the exterior packaging of the Goods and Services shall, as far as practicable, contain the following information:
 - Order Number
 - Name of Requesting Personnel at TR PHILIPPINES
 - Brief description of the product
 - Number of items per box or package
 - Barcode of the number of items per box or package (EAN128)
 - Serial number of the product
 - Barcode of the serial number (EAN128)
 - Weight of the box or package
 - Country of origin
 - Delivery or production date
 - Name and address of the supplier
 - All information required under national or international Law

5. Inspection for Defects in Delivered Goods and Services

- 5.1 TR PHILIPPINES shall inspect the Goods and Services upon delivery for any defects.
- 5.2 If TR PHILIPPINES determines that there is a defect in the Goods and Services

delivered, TR PHILIPPINES shall notify the Company of such fact: (A) within ten (10) business days from delivery if a defect is obvious or easily discernible at the time of delivery; (b) immediately after discovery, if the error or defect is not obvious or easily discernible and discovery thereof can only be made after delivery, such as upon unpacking, installation, use, or other such similar circumstance.

- 5.3 If a notification is made about a defect in the Goods and Services after inspection in accordance with clauses 5.1 and 5.2, the risk for the defective products shall automatically transfer to the Company upon its receipt of notification.
- 5.4 The Company shall grant TR PHILIPPINES access to the premises where the Goods and Services are being produced or stored. The Company shall provide TR PHILIPPINES with necessary support during the inspection and provide the necessary documentation and information requested by TR PHILIPPINES at its own expense.

6. Transfer of ownership

Ownership and risk with regard to the delivered Goods and Services shall be transferred to TR PHILIPPINES when the delivery is performed in accordance with clause 3.1 and the Goods and Services are accepted by TR PHILIPPINES. The expenses and risks for defective and/or non-conforming Goods and Services shall be borne exclusively by the Company.

7. Amendment Procedure

- 7.1 If TR PHILIPPINES makes any amendment to its order ("Amendment"), it shall send a written amendment order ("Amendment Order") to the Company. The Company shall then submit a calculation of the price deviations caused by the Amendment together with any suggestions for modification of the Amendment Order. TR PHILIPPINES may decide at its own discretion whether the suggested Amendment should be made. The Amendment will only be applied after written notification of the acceptance of TR PHILIPPINES of price deviations of the Amendment is received by the Company, If no such written notification is received, the Company shall continue to deliver and/or perform the Goods and Services as originally agreed.
- 7.2 The Company may not make any amendments to the order without a prior written approval from TR PHILIPPINES.

8. Retention of title to materials provided by TR PHILIPPINES

- 8.1 All materials, parts, containers and special packaging provided by TR PHILIPPINES to the Company for use with the Goods and Services, if any, shall remain the exclusive property of TR PHILIPPINES. Any processing or alteration to goods, materials, parts, containers and special packaging owned by TR PHILIPPINES shall only be performed upon written approval of TR PHILIPPINES. If items subject to retention of title by TR PHILIPPINES are processed with other

items not belonging to TR PHILIPPINES, TR PHILIPPINES shall acquire joint ownership of the new items in proportion to the value of the item it owns at the time of the processing.

- 8.2 The Company shall not mix or commingle materials, parts, and special packaging intended for TR PHILIPPINES or provided by the latter in accordance with clause 8.1. If the materials, parts, containers and special packaging subject to retention of title by TR PHILIPPINES are indivisibly mixed or commingled with other materials not belonging to TR PHILIPPINES, TR PHILIPPINES shall acquire joint ownership of the new material produced in proportion to the value of the material it owns at the time of mixing or commingling. If TR PHILIPPINES' material is the main component of the new material produced, the Company agrees to transfer ownership of the said new material to TR PHILIPPINES.

9. Cooperation

- 9.1 Both TR PHILIPPINES and the Company shall cooperate and immediately inform each other of any deviations from the order or individual agreement or any ambiguity therein.
- 9.2 If the Company realizes that its own information and requirements are defective, incomplete, unclear, or infeasible, it must inform TR PHILIPPINES of such fact and the consequences thereof, if any.
- 9.3 The parties shall provide a contact person who will be responsible for the performance of the contractual relationship. Each party shall inform the other of any change in its contact person.
- 9.4 The parties agree to hold meetings at regular intervals to assess the progress and interferences encountered under the agreement and the Company's performance of its obligations under the agreement in order to be able to intervene in directing the performance of the agreement.
- 9.5 TR PHILIPPINES and the Company agree that the use of brand names, trademarks, company symbols or other symbols relating to the other party shall not be permitted unless otherwise agreed by the parties in writing.

10. Payment and invoicing

- 10.1 The amount of consideration shall be indicated in the order form or the individual agreement executed by and between the parties. Unless otherwise expressly stated, prices indicated in the order form/agreement are: (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive of all other taxes, duties, levies, fees (including license fees), charges and inclusive of all costs.
- 10.2 The payment in accordance with clause 10.1 will include all additional costs, expenses and outlay by the Company, unless any other arrangement is expressly

made in an individual agreement.

- 10.3 If the parties agree to reimbursement of travel and additional costs, reimbursement thereof will only be made after submission of required documents.
- 10.4 Invoicing must take place within the agreed number of days after completed delivery or service according to the order form or the individual agreement.
- 10.5 The Goods and Services delivered and/or performed shall be documented by attaching proof of delivery and/or performance.
- 10.6 Unless the order form or individual agreement provides to the contrary, TR PHILIPPINES shall cause payment of invoices within sixty (60) calendar days from its receipt of such invoice sent by the Company in accordance with clause 10.4.
- 10.7 Payment shall be made by bank transfer, or by other means available to TR PHILIPPINES, at the sole option of TR PHILIPPINES.
- 10.8 The invoice submitted by the Company must meet all the legal requirements of the Bureau of Internal Revenue and TR PHILIPPINES and should state the order number and the name of the authorized personnel who placed the order.
- 10.9 TR PHILIPPINES shall have the right to offset any payments due to Company against any amounts payable by the Company due to TR PHILIPPINES upon notice to the Company.
- 10.10 TR PHILIPPINES shall have the right to retain any payments due to the Company to ensure the delivery of goods and/or performance of the services to be rendered by the Company in accordance with the agreement.

11. Warranties and additional Remedies

- 11.1 The Company guarantees that the Goods and Services delivered and/or performed will meet the specifications required by TR PHILIPPINES under the order form and/or the individual agreement.
- 11.2 This guarantee provided under clause 11.1 shall remain in effect for the duration of warranty period provided under applicable Philippine law.
- 11.3 The Company guarantees that the Goods and Services shall meet all legal requirements and regulations in Philippines, including safety, quality and environmental requirements and regulations applicable in the industry at the time the delivery and/or performance is made.
- 11.4 The Company represents and warrants that: (1) it holds the required permits, approvals, licenses, certificates, if any, required to deliver the goods, perform the services, and lawfully transact with TR PHILIPPINES and perform its obligations under any agreement with the latter; (2) any and all consents, authorities,

approvals, procedures and requirements necessary to make this agreement effective as against it have been secured, granted and/or complied with; (b) it has been duly authorized to enter into this agreement and that the representative signing the agreement for and on its behalf is likewise duly authorized to act as such.

- 11.5 The Company guarantees that Goods and Services will be delivered and/or performed on time, competently and professionally in accordance with the agreement and will satisfy the strictest standards of the industry valid at the time of the delivery and/or performance.
- 11.6 The Company is aware that the timely delivery and/or performance of Goods and Services at a high level of quality is of utmost importance to TR PHILIPPINES.
- 11.7 TR PHILIPPINES shall be entitled to full legal claims in case of defects in the goods delivered and services performed by the Company and the legal periods of limitation shall apply.
- 11.8 The Company undertakes to support TR PHILIPPINES with regard to any and all information that may be requested by TR PHILIPPINES in connection with any internal audit and in compliance with any national or international law, without limitation, at no additional cost to TR PHILIPPINES.
- 11.9 If the Company delivers goods for which replacement parts and/or consumable items may be needed, the Company warrants that it is in a position to supply replacement parts and consumable items for the such goods for a period of at least seven (7) years.

12. Intellectual property rights

- 12.1 Any and all documents, reports, studies, and information gathered and arising or resulting from the contractual agreement between the parties, processes, methods developed by TR PHILIPPINES as a result of the agreement, and including further developments and improvements of the processes and methods developed by TR PHILIPPINES, shall be the exclusive property of TR PHILIPPINES.
- 12.2 If the results of the Goods and Services contemplated under the order form or individual agreements are capable of being protected, the Company agrees to grant TR PHILIPPINES a non-exclusive, transferable, free, irrevocable, and worldwide right to use such results, with no time limitation, and the Company shall not be entitled to claim any additional compensation for such right to use.
- 12.3 The Company understands and agrees that it is not entitled to any claim for additional compensation for the right to use the results contemplated in clause 12.2, unless additional compensation is specifically agreed upon by the parties in writing.
- 12.3 The Company guarantees that Goods and Services that it will deliver to TR

PHILIPPINES are its own original developments or have been legally acquired and that the services it shall perform do not breach any industrial property rights whatsoever or any such other third party rights.

- 12.4 The Company shall indemnify and hold TR PHILIPPINES and its directors, employees, and affiliates, free and harmless against any third party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and shall also compensate TR PHILIPPINES for any damages that it may incur in the form of damages or expenses (e.g. the costs of legal proceedings) for any such third party claims.
- 12.5 If a claim is made in accordance with clause 12.4 or in case TR PHILIPPINES is justified in assuming that a claim will be made in the future, the Company shall ensure, at its own expense, that TR PHILIPPINES obtains the right to continue to use and exploit the Goods and Services delivered and/or performed or replace or modify the agreement in such a way that there is no longer a breach in place, provided that the Goods and Services replaced or modified shall first be approved by TR PHILIPPINES.

13. Performance of Services

- 13.1 For services to be performed by the Company on site at TR PHILIPPINES' premises or (virtually) from another location via the TR PHILIPPINES IT network for TR PHILIPPINES or its customers, the following additional terms and conditions will apply.
- 13.2 During the performance of such services, the employees, contractors, or advisors ("Staff") of the Company must meet the requirements of TR PHILIPPINES, and if there are no requirements of this kind in place, must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the services, TR PHILIPPINES will have the right to require the removal of the Staff. Consequently, the Company shall ensure that qualified replacements acceptable to TR PHILIPPINES are found immediately.
- 13.3 The Company shall provide all materials and equipment, including tools required for performance of the agreement.
- 13.4 TR PHILIPPINES may, at its own discretion, perform an inspection of the materials and equipment to be used by the Company for the performance of the agreement and to determine the identity of the entire Staff employed by the Company in the fulfillment of the agreement. The Company guarantees that the entire Staff shall be able to identify themselves at any time with identification papers.
- 13.5 If, during inspection of the materials and equipment used by the Company for the performance of the agreement, TR PHILIPPINES justifiably rejects the said materials and equipment, in part or in full, the Company shall replace the rejected

materials and equipment immediately.

- 13.6 If services are performed on TR PHILIPPINES's premises or on the premises of TR PHILIPPINES's customers, the Company must familiarize itself in advance with the situation at the site where the services are to be performed to check if the venue may influence the performance of its contractual obligations. The Company shall be responsible for any costs that may be incurred as a result of any untoward effect that the situation on site may have to the Company's obligations under the agreement.
- 13.7 TR PHILIPPINES may, at its own discretion, equip the Staff of the Company with the necessary identification required for access for the time it will spend on TR PHILIPPINES' premises or its customer's premises in accordance with relevant internal regulations of TR PHILIPPINES or its customer.
- 13.8 The Company must ensure that its presence and/or the presence of its Staff at TR PHILIPPINES' or its customer's premises shall not impede the working processes of TR PHILIPPINES and of its customer.
- 13.9 The Company and its Staff shall familiarize themselves with the regulations and policies of TR PHILIPPINES and or its customer regarding working within their respective premises. These regulations shall also include, among other things, the regulations and policies on IT security, general conduct, general safety, health, and the environment.
- 13.10 The Company shall ensure that its Staff and subcontractors working on behalf of the Company (with the approval of TR PHILIPPINES) sign individual adherence declarations to these General Purchasing Terms and Conditions.
- 13.11 The Company will be solely responsible for the compensation of its Staff, as well as the payment of taxes, social security and health contributions, and/or Value Added Tax, and any such other reportorial requirements that may be imposed by the responsible government authorities against the Company. The Company shall indemnify and hold TR PHILIPPINES free and harmless from and against any and all claims made by the Company's Staff or any third party due to unpaid or insufficient payment of wages, taxes, social security and health contributions, and such other violations of labor and employment laws and regulations.
- 3.12 The Company shall ensure that its Staff have valid work and residence permits, as well as all other necessary permits or licenses required by the nature of their employment during the term of the agreement and while working on the premises of TR PHILIPPINES or its customer.

14. Storage and Return of Documentation

The Company shall store all business and operational documentation with which it is provided properly and in a secure location to ensure that such documentation cannot be viewed by third parties. At any time, the documentation made available

to the Company shall be immediately returned to TR PHILIPPINES upon the latter's request.

15. Acceptance of Goods and Services

- 15.1 Depending on the type of Goods and Services to be delivered and/or performed, TR PHILIPPINES shall have sole discretion to decide acceptance of the delivery of the goods and/or performance of the service.
- 15.2 TR PHILIPPINES shall inspect the Goods and Services delivered by the Company with the participation of the Company (performance of tests and demonstrations, etc.) subject to the provisions of clauses 5.1 to 5.4.
- 15.3 The fulfillment of the service features shall be decided in accordance with a determined acceptance criteria (acceptance test).
- 15.4 Subject to clause 5.2, a signed record shall be created confirming TR PHILIPPINES' acceptance of the delivery of the Goods and the Company's compliance with the agreed Services to be performed. A list of the defects determined during the inspection and acceptance will be reported and attached to the notice of acceptance. Any defects that remain after acceptance shall be corrected by the Company in accordance with a schedule to be drawn up together by both parties. TR PHILIPPINES shall give the Company a reasonable grace period within which to correct the defects. If the Company cannot correct the defects within the appropriate grace period given by TR PHILIPPINES, the Company shall be considered in breach and TR PHILIPPINES shall have the right to terminate the agreement after the expiry of the grace period.
- 15.46 The Company agrees that claims may be made for defects that are fraudulently concealed within a period of ten (10) years from the time of acceptance of the delivery.
- 15.7 If the Company does not provide proof of the agreed service features by the final deadline or, if necessary, within an appropriate grace period provided under the specific agreement or order due to its own fault or negligence, TR PHILIPPINES may withdraw from and otherwise terminate the Agreement in full or in part after the expiry of the said grace period.

16. Subcontractors

The awarding of subcontracts to third party subcontractors) shall not be allowed unless TR PHILIPPINES expressly agrees otherwise in an individual agreement.

17. Liability

- 17.1 The Company shall be liable for breach of its obligations under the order form, the agreement, and these General Terms and Conditions in accordance with applicable, laws and regulations.
- 17.2 The Company shall be liable for the correct and timely payment of all taxes and levies owed in connection with the delivery and/or performance of Goods and Services under each order form and individual agreement of the parties. The Company hereby indemnifies TR PHILIPPINES against any and all claims and damages relating to the Company's obligations concerning payment of taxes, contributions and any claims of third parties, including the claims or assessments made by the government
- 17.3 The Company likewise indemnifies and holds TR PHILIPPINES free and harmless against any third party claims for damages.
- 17.4 The Company shall obtain the appropriate insurance against the liability mentioned under this clause 14 and shall furnish TR PHILIPPINES with a copy thereof. A claim for damages by TR PHILIPPINES shall not be limited to the sum insured in each case.
- 17.5 The Company shall hold TR PHILIPPINES and its directors and employees, harmless from and indemnify each of them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against TR PHILIPPINES and its directors and employees, resulting from or connected with the Company's delivery and/or performance of the Goods and Services under the order form or under specific individual agreements, except to the extent that this is caused by TR PHILIPPINES willful misconduct or gross negligence.
- 17.6 In no event shall TR PHILIPPINES and its directors and employees liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the order form or under specific individual agreements.

18. Confidentiality

- 18.1 "Confidential Information" in the sense of these General Purchasing Terms and Conditions shall mean all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TR PHILIPPINES to the Company during the term of the individual agreement between TR PHILIPPINES and the Company. This also includes copies of this information in paper and electronic form.
- 18.2 All Confidential Information that is transmitted or otherwise made available in accordance with the agreement by TR PHILIPPINES to the Company:
 - a) May only be used by the Company for the fulfillment of its contractual obligations

to TR PHILIPPINES.,

- b) May not be distributed, published or passed on to third parties in any other way by the Company,
- c) Must be treated in a confidential manner by the Company, in the same way that the Company treats its own Confidential Information and, in any case, not less than highest degree of care that an extraordinarily diligent person is expected to observe in the conduct of his affairs.

18.3 The Company shall only make the information disclosed to it by TR PHILIPPINES accessible to the employees who require it for the performance of services as part of the agreement with TR PHILIPPINES. The Company shall ensure that said employees are bound by this agreement as if they were parties thereto to maintain confidentiality of the said Confidential Information and cause such employees to sign an confidentiality undertake to such effect.

18.4 The obligations listed in clause 18.2 will not apply to any Confidential Information if the Company is able to prove that:

- a) The information was already generally known at the time of publication or became known to the general public without any breach of this agreement, or
- b) The Company received the information from a third party, who was entitled to pass on the information to the Company, or
- c) the information was already in the possession of the Company before it was transmitted by TR PHILIPPINES, or
- d) The Company developed the information independently irrespective of transmission from TR PHILIPPINES.

18.5 Any Confidential Information transmitted by TR PHILIPPINES shall be the exclusive property of TR PHILIPPINES.

18.6 The Company hereby agrees that it will, at any time upon request by TR PHILIPPINES, and at the expiration of the agreement immediately (i) return all Confidential Information, including all copies of the same to TR PHILIPPINES or at TR PHILIPPINES's request (ii) destroy the confidential information, including all copies of it, and confirm their destruction to TR PHILIPPINES in writing.

18.7 The Company shall strictly keep secret the Confidential Information during the effectivity of the agreement and for a period of five (5) years from the expiration of the agreement and shall not make the Confidential Information available to any third party nor exploit the confidential information for itself.

18.8 It is understood that this General Purchasing Terms and Conditions will not result in any express or implied assignment or grant of authorization or right to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks, or any right to any intellectual property or their utilization by TR PHILIPPINES to the Company.

18.9

- (1) TR PHILIPPINES shall be entitled to demand compensation for damage caused for each case of breach of the confidentiality obligation contained herein.
- (2) Each individual violation will be considered a separate breach. The defense of continuation of offence is excluded. In case of ongoing breaches, each week that is begun will be considered an individual breach.
- (3) The right to make a claim for further compensation for damages is reserved. The contractual penalty, however, will be offset against any claims for compensation for damages.

19. Data protection

The Company shall adhere to the data protection laws and regulations valid at the time of delivery or performance of the Goods and Services, irrespective of the area from which and to which the delivery or performance is made.

20. Right to termination

- 20.1 Both contractual parties may terminate the agreement with notice at least thirty (30) days from the intended date of termination, unless otherwise provided in the individual agreement.
- 20.2 TR PHILIPPINES may terminate the agreement without notice if the Company becomes insolvent, insolvency proceedings are initiated against it, or if corresponding procedural applications were rejected because of a lack of volume to cover the costs.
- 20.3 Termination must take place in writing in order to be effective.

21. Environment

- 21.1 The Company must comply with all applicable Philippine environmental laws and regulations.
- 21.2 The Company shall fully support TR PHILIPPINES in environmental management inspections that it may perform on a regular basis or in other environmental purchasing standards of which it will be periodically informed. In particular, the Company shall provide TR PHILIPPINES with certain environmentally relevant information on the products purchased from it, if applicable, upon request on a quarterly basis, or as required by TR PHILIPPINES as part of ISO certifications.
- 21.3 In case TR PHILIPPINES requires, the Company shall send information relating to packaging data and disposal of old equipment to TR PHILIPPINES in a timely manner in accordance with applicable laws and regulations.

- 21.4 The Company shall compensate TR PHILIPPINES for all damages and expenses (including costs for legal proceedings) and for claims by third parties relating to a breach of environmental regulations by the Company.
- 21.5 The Company shall inform TR PHILIPPINES of any environmental accidents or environmental pollution caused by the Company, and the appropriate measures taken by the Company to deal with such incident, and such other countermeasures implemented to prevent another similar incident.

22. Compliance

- 22.1 TR PHILIPPINES is a part of the TÜV Rheinland Group, global provider of technical, safety, and certification services which is a member of the UN Global Compact . The UN Global Compact is a strategic policy initiative for businesses committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption. TR PHILIPPINES expects without limitation that the Company shall also comply with and adhere to the principles of the UN Global Compact (for further information, see www.unglobalcompact.org).
- 22.2 The Company will adhere to all valid laws and regulations in Philippines and if the services are not performed for TR PHILIPPINES in Philippines the valid laws and regulations of the country in which the service recipient has its legal headquarters.
- 22.3 In doing so, the Company undertakes to strictly adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.
- 22.4 The Company will adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products will be offered and treated as equal to products with conventional pricing.
- 22.5 The Company shall refrain from:
- (a) Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TR PHILIPPINES or third parties who have a business relationship with TR PHILIPPINES,
 - (b) Participating in actions of any kind, which results in the expending of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;
 - (c) Offering TR PHILIPPINES employees or their families monetary or other benefits,
 - (d) Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.
- 22.6 Making false, misleading or manipulative statements in connection with tendering and contract award procedures, as well as in the performance of services, is a

criminal offence that TR PHILIPPINES will be entitled to report immediately to the authorities.

- 22.7 The Company herewith declares and guarantees TR PHILIPPINES, that its representatives, directors or the factual managers as well as the Company itself are not (by definition of “crime group members and related groups” as in the “Act on Prevention of Unjust Acts by Organized Crime Group Members”) associated to any organized crime groups and are not currently or have not been in members of any organized crime groups in the past. The Company declares and guarantees that it does not utilize organized crime groups and shall not defame or tarnish TR PHILIPPINES or impede TR PHILIPPINES’s business or make undue claims and neither are its main sponsors or its managers organized crime group members.

23. Force majeure

If the delivery or performance of the Goods and Services by the Company is interrupted, as a result of strike, lockout, short time work, system failures, or other cases of force majeure, TR PHILIPPINES may, at its discretion, authorize an interruption in the Company’s delivery or performance of the Goods and Services. It is understood, however, that TR PHILIPPINES shall not incur additional costs for such interruption in delivery or performance.

24. Applicable law, arbitration and place of performance

- 24.1 The law of the Philippines shall apply in the interpretation of these General Purchasing Terms and Conditions to the exclusion of the rules and regulations governing conflicts of law.
- 24.2 UN Convention on Contracts for the International Sale of Goods shall not apply.
- 24.3 All disputes arising in connection with these General Purchasing Terms and Conditions shall be filed with the courts of Makati to the exclusion of other courts. All purchases, products, and services by TR PHILIPPINES shall be governed by Philippine law, unless otherwise specified under the individual agreement.

25. Miscellaneous

- 25.1 Any additions and alterations to these General Purchasing Terms and Conditions agreed on by the parties must be made in writing in order to be effective.
- 25.2 If any stipulation or provision of these General Purchasing Terms and Conditions is rendered fully or partially invalid, such invalidity shall not affect the validity of the other stipulations of the General Purchasing Terms and Conditions that are otherwise valid.