



GENERAL CONDITIONS OF PURCHASE

(December 2016) v.1

Preamble

1. These General Conditions of Purchase (“GCP”) shall apply to any delivery of Goods in accordance with a separate purchase agreement (a “Purchase Agreement”) between an entity within the Alfa Laval Group (the “Purchaser”) and the Supplier of the Goods (the “Supplier”) and shall further apply to any purchase order of Goods (a “Purchase Order”) pursuant to a Purchase Agreement or on a standalone basis, unless it has been otherwise agreed by the parties in writing. Any Purchase Agreement or Purchase Order (including these GCP) relating to the Goods is hereinafter referred to as the “Agreement”.
2. In the case of any conflicts or inconsistencies, the documents comprising the Agreement shall be construed in the following order of precedence, with the most prevalent document appearing first: the Purchase Order, the Purchase Agreement (if applicable) and these GCP. The Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the Agreement. Any terms and conditions proposed by the Supplier shall only apply in so far as they are expressly accepted in writing by the Purchaser.

Definitions

3. In addition to other defined terms herein, the following capitalized terms and expressions shall have the following meaning when used in these GPC:

Affiliate(s) means, with respect to a party, any entity which is controlling, controlled by or under common control with such party, where control shall mean the control of at least 50 percent of the voting shares or other equity interest in the relevant entity.

Confidential Information means any information or material, whether of a commercial or technical nature, disclosed to the Supplier by or for the Purchaser or any of its Affiliates in relation to the Agreement, whether or not explicitly identified as confidential upon disclosure, unless such information is already in the public domain or was received by the Supplier from an unrestricted source, as evidenced by written records. Confidential Information shall also include any information about the existence of the Agreement.

Defect means any deficiency in design, material or workmanship, any shortcomings and deviations between the delivered Goods and the Goods as specified in the Agreement; any failure of the Goods to conform and perform (or otherwise meet) with any requirement or warranty set forth in the Agreement, or with any applicable law or any generally accepted industry standards.

Force Majeure means all events which are beyond the control of the parties and which are unforeseeable and unavoidable and/or insurmountable and which were not known at the acceptance of an Agreement and which prevent total or partial performance by either party. Strikes, lock-outs or other industrial action or disputes solely related to the Supplier and/ or its subcontractor(s) or agent(s) shall not be deemed as events of Force Majeure.

Goods means any and all goods, components, equipment, parts, prototypes, tools, materials, chemical products, drawings, documents, packaging and consumables, software (delivered in Goods or separately), and related works or services, produced, sold or delivered by the Supplier under these GCP.

Intellectual Property Rights means any rights in patent, utility model, design, copyright, trademark, trade name and other intangible rights, including rights to know-how and applications to register any of the foregoing as well as all rights affording a similar protection anywhere in the world.

Systematic Defect means a Defect which occurs in more than two (2) percent of the same or similar Goods (i) delivered under the Agreement or (ii) originating from a specific production batch.

Scope of Agreement

4. The scope of the Agreement comprises the Supplier’s manufacture, assembly, testing, supply and delivery of the Goods to the agreed place of delivery (including the rendering of related services), as well as all responsibilities and obligations specified in or implied by the Agreement.
5. Furthermore, the scope of the Agreement shall include providing Purchaser, without additional charge and in such form and format as requested by the Purchaser, with all relevant information of the manufacturing and materials of the Goods, including licenses, permits, certificates, notifications, pack list, marking of Goods and declarations of use of restricted chemicals in packaging material or production.
6. The Supplier shall also provide, without additional charge, appropriate certificates, or corresponding documentation, verifying compliance with the Agreement and all relevant laws and regulations, including testing certificates regarding scope and results and product certificates regarding country of origin and export classification.

Purchase order

7. When desiring to purchase Goods, the Purchaser shall issue to the Supplier a written or electronic (e.g. through the Purchaser’s order system) Purchase Order
8. The Purchase Order shall be confirmed by the Supplier or denied in writing within three (3) working days from receipt. If a Purchase Order has not been confirmed or denied within such time, the Purchase Order shall be considered confirmed by the Supplier. The Supplier shall not without good cause deny a Purchase Order.
9. The Purchaser shall not be bound by a Purchase Order, if the Supplier’s order confirmation contains changes from the Purchase Order issued by the Purchaser, unless expressly accepted by the Purchaser in writing.
10. It is acknowledged that any forecast issued by the Purchaser is not legally binding but issued for planning purposes only.

Change of order

11. The Purchaser reserves the right (without any compensation to the Supplier) to postpone the date stipulated in a Purchase Order for the delivery of all or some of the ordered Goods (suspension). The maximum suspension period per Purchase Order shall be 120 days.

12. The Purchaser may change or cancel a Purchase Order, or part thereof. In this event, the Purchaser shall reimburse the Supplier for reasonable proven actual costs and expenses incurred by the Supplier which are directly related to the change or cancellation of the Purchase Order. The Supplier shall provide sufficient documentary evidence to satisfy the Purchaser that the actual costs and expenses for which the Supplier claims reimbursement have been incurred.
13. No change to the agreed specification, instruction, production methods, components, or material of the Goods may be made by the Supplier without the written approval of the Purchaser before its implementation.

Price and Payment

14. Unless otherwise stated in the Agreement, the price for the Goods: (i) is a fixed price and no unilateral price changes are permitted (ii) is exclusive of VAT but inclusive of all taxes and duties applicable, payable on or prior to delivery; and (iii) is inclusive of all storage, handling, packaging and all other expenses and charges of the Supplier.
15. Invoices shall refer to the Purchase Order number, type of Goods, quantity delivered and the total sum invoiced for such Goods. Invoices shall further specify the VAT number, customs tariff number, country of origin and applicable ECCN (Export Control Classification Number).
16. Invoices shall be paid within ninety (90) days from expiry of the delivery month unless otherwise agreed in writing between the parties.
17. Remittance of payment shall not imply any acceptance of the delivery or the invoiced amount.
18. The Purchaser shall be entitled to set off any amount for which the Supplier is liable under the Agreement and any other agreement between the Purchaser (or any Affiliate of the Purchaser) and the Supplier against any amount due to the Supplier under the Agreement and may withhold such amount accordingly.

Delivery

19. The Supplier's observance of the agreed delivery time is an essential duty under the Agreement. Partial shipment and/or advance deliveries of Goods shall not be made without the Purchaser's explicit prior written approval.
20. Delivery shall be made on the date specified in the Purchase Order. If a lead time has been agreed upon, such lead time shall commence on the effective date of the relevant Purchase Order. The Purchase Order number and required shipping marks shall be set out in the shipping documents.
21. Unless otherwise agreed in the Agreement, the Supplier shall deliver the Goods FCA (as defined in INCOTERMS 2010 (as amended)) Purchaser's manufacturing site. Services shall be delivered in accordance with separate agreement between the parties.
22. The Purchaser shall be under no obligation to perform any kind of inspections of the Goods delivered, unless and to the extent explicitly agreed between the parties or required by governing law.

Delay in delivery

23. Should the Supplier have reason to believe that a delay in delivery of Goods (including performance of services) may occur, the Supplier shall immediately inform the Purchaser and subsequently confirm this in writing, stating the reasons for the delay and its probable duration as well as intended remedial measures.
24. The Purchaser shall in the event of delay in delivery be entitled to liquidated damages amounting to one (1) per cent of the price of the Goods for each commenced week of delay up to a maximum of ten (10) per cent of the price. The parties agree that the sum fixed is a fair and reasonable estimate of Purchaser's actual damages and shall not be viewed as a penalty. The Supplier shall pay such liquidated damages to Purchaser within fourteen (14) days from Supplier's notice thereof.

25. Upon exhaustion of liquidated damages agreed, the Purchaser shall be entitled, at its option:
- to cancel the Purchase Order, in which event the Supplier shall refund any payments made by the Purchaser for relevant Goods, without prejudice to the Purchaser's right to claim liquidated damages for delay in accordance with clause 24 (above) and (if applicable) 25.2 (below); or
 - to reschedule the delivery date. In the event of delay in delivery beyond the re-scheduled delivery date the Purchaser shall be entitled to liquidated damages as per clause 24 (above).
26. The said right to liquidated damages shall be without prejudice to any other remedies available under the Agreement or under the governing law.

Packing and Marking of the Goods

27. The Supplier shall ensure marking and packaging of Goods are in accordance with all relevant laws, regulations and industrial standards, and in accordance with any instructions of the Purchaser. The Supplier shall ensure that each crate, container, box, part, is marked separately and indelibly and in accordance with Purchaser's instruction. The type and quality of the packing shall be such as to protect the goods against damage and deterioration during transit to the agreed place of delivery and during outdoor storage; and as to enable the holder of the Goods to obtain compensation under an ordinary transport insurance policy should any damage occur to the Goods. No marking or packaging instructions shall be construed as to limit the Supplier's obligations to mark or pack the Goods.
28. The materials used in the packaging of Goods shall come from renewable resources. Packaging material from intact forest is banned. Any use of the restricted chemicals listed in the Alfa Laval Black and Grey List (amended from time to time), available on www.alfalaval.com, in packaging material or production thereof shall be declared in writing by the Supplier upon delivery. Packaging shall be so manufactured that: (i) the volume and weight is limited to the minimum adequate volume to maintain safety, hygiene and acceptance; and (ii) the presence of noxious and other hazardous substances and materials in packaging material or components thereof is minimized with regards to emissions, ash or leachate at disposal. Packaging shall be designed, produced and commercialized in a manner permitting reuse, recovery, recycle and minimal environmental impact at disposal. Wood packaging material shall be treated in accordance with the International Standards for Phytosanitary Measures No. 15 (ISPM 15) issued by the IPPC and the Food and Agriculture Organization of the United Nations.
29. If requested by the Purchaser, the Supplier shall take back any packaging material at its own cost. The Purchase Order number and required shipping marks shall be set out in the shipping documents.

Passing of Risk and Title

30. The risk of the Goods shall pass to the Purchaser in accordance with the agreed INCOTERMS referred to in clause 21. Title to the Goods shall thereupon be transferred to the Purchaser.

Warranties

31. The Supplier warrants that the Goods (and each part thereof):
- are free from Defects; and
 - conform with all specified or implied characteristics of the Goods, and
 - are fit and safe for the function and purpose for which the Goods are intended.
32. Without prejudice to the generality of clause 31, the Supplier warrants that the Goods are free from asbestos and any contamination by radioactive material, including, without limitation, Cobalt 60.

33. The Supplier shall, without prejudice to any other remedy available to the Purchaser under the Agreement or under governing law, immediately repair or replace (at the Purchaser's option) any Goods or part thereof that within a period of thirty-six (36) months from complete delivery of the Goods ("the Warranty Period") are found to suffer from a Defect. With respect to latent Defects (i.e. Defects which are not discoverable by reasonable inspection) the Warranty Period shall be 48 months from complete delivery.
34. Repair shall be carried out at the place where the Goods are located unless the Supplier deems it appropriate, in agreement with the Purchaser, that the defective Goods (or part thereof) are returned to him for repair or replacement. Any Goods shall be returned for repair or replacement at the Supplier's risk and expense, including dismantling, installation, and necessary transport, as to which matters the Purchaser shall follow the Supplier's instructions.
35. Any Defect may be remedied by the Purchaser at the Supplier's expense and with no ensuing limitation of the Supplier's warranties, provided:
- the Defect is of a minor nature, and/or
 - the matter is urgent, and/or
 - the Supplier fails to eliminate the Defect in due time.

Whenever possible, the Purchaser shall inform the Supplier in advance of its intention to eliminate the Defect. Where successful remedial work has been undertaken by the Purchaser or a third party, the Supplier shall reimburse the Purchaser all reasonable costs incurred by the Purchaser connected therewith.

36. The Warranty Period shall be prolonged by a period of time equalling the period during which, owing to the Defect, the Goods could not be used for their intended purpose. After repair or replacement, the warranty shall be valid for a period of time equalling the original Warranty Period but calculated from the date of repair or replacement.
37. The Supplier shall remedy any Systematic Defect in the Goods, which appears within five (5) years from delivery. In case of a Systematic Defect, the Supplier shall further (i) at no charge to Purchaser repair or replace affected Goods delivered up to the time the Systematic Defect has been remedied by the Supplier; and (ii) indemnify the Purchaser for any costs and expenses incurred, directly or indirectly, by the Purchaser in relation to (i) investigations as to the scope of the Systematic Defect; and (ii) a full or partial recall of any equipment in which the relevant Goods have been incorporated, provided the recall was due to the Systematic Defect.
38. If any sub-supplier provides a more extensive warranty than the warranty the Supplier gives under the Agreement, the Supplier shall be obliged to procure the assignment of the benefit of such warranty to the Purchaser when requested.
39. The rights and remedies set out in these GCP are without prejudice to the Purchaser's rights in relation to any Defects in the Goods which appear after the Warranty Period and to the other rights and remedies which are available to the Purchaser at law or in equity.

Intellectual Property

40. Supplier warrants that the Goods, or the import, sale, marketing or use of the Goods, do not infringe any third party right (including, without limitation, any Intellectual Property Right).
41. The Purchaser and its Affiliates are hereby granted a world-wide, irrevocable, perpetual, royalty-free and transferable right and license to use the Intellectual Property Rights (including pre-existing rights) in the Goods (whether embedded in the Goods or delivered separately). The license includes the right to grant sub-licenses.
42. If Goods or parts thereof are claimed to infringe any third party right, the Supplier shall without undue delay and at its own cost, either procure for Purchaser and Purchaser's customers the right to continue the use of Goods; modify the

Goods to be non-infringing; or replace such Goods with non-infringing Goods with equivalent function and performance.

43. The Supplier shall defend, indemnify and hold harmless Purchaser, its Affiliates, customers, agents and distributors, and their respective employees, directors and other representatives, against all claims, actions, demands, proceedings, losses, damages, costs, charges and expenses (including legal expenses) suffered or incurred by any of them and arising out of or relating to a claim, demand, suit or other action which alleges that the Goods, or the use or exploitation of the Goods, infringe any third party right (including, without limitation, any Intellectual Property Right).

Insurance

44. Unless otherwise agreed between the parties, the Supplier shall enter and maintain product and general liability insurance with a per claim limit of not less than one million Euro (or its equivalent in any other currency) and shall at the Purchaser's request provide a copy of the insurance certificate. If requested by the Purchaser, such insurance shall name the Purchaser, its Affiliates and customers as additional insured, and the insurer shall waive any right of subrogation against such additional insured entities. This obligation shall not relieve Supplier of any liability towards the Supplier.

Liability

45. The Supplier agrees to defend, hold harmless and indemnify the Purchaser and any of its Affiliates from and against any claim, suit, liability, cost, loss, expense or damage (whether direct or indirect) incurred by either of them, and which relates to (i) death or personal injury; or (ii) damage to property (other than the Goods), caused by a Defect in the Goods or by any act or omission attributable to the Supplier, whether or not the Purchaser or any of its Affiliates has contributed to such negligent act or omission.
46. In addition to all other remedies agreed between the parties, the Supplier agrees to hold the Purchaser, and its Affiliates, harmless from and against any and all costs, fees, expenses, penalties, damages (whether direct or indirect), and all other liabilities and obligations whatsoever arising out of any claim, loss or damage which relates to (i) noncompliance by the Supplier with any of its warranties or obligations under the Agreement; or (ii) negligence or fault of the Supplier in connection with the Goods or the manufacturing and supply of Goods.

Technical documentation, Tools

47. Rights and title to any documents and materials, and any Intellectual Property Rights contained therein or associated therewith, concerning the manufacture and supply of the Goods, or part thereof, submitted to the Supplier by or on behalf of the Purchaser shall remain exclusively with the Purchaser, shall be subject to the confidentiality undertakings herein and shall be returned to the Purchaser upon request. Supplier shall only have the right to use such documents and materials, and any associated Intellectual Property Rights, for the purpose of performing the Agreement.
48. The Supplier shall be obliged to provide to the Purchaser, free of charge, upon delivery of the Goods, information and drawings of sufficient clarity and detail to enable the Purchaser to assemble, start-up, operate, and service (including current repairs) all parts of the Goods. Unless otherwise required by any applicable regulation, or agreed between the parties, such documentation shall be delivered as an electronic file and in English.
49. If the Purchaser or any of its Affiliates provides the Supplier with or pays the Supplier for any tools, patterns, measuring devices, packaging or similar equipment ("**Tools**") which are to be used by the Supplier in its performance of the Agreement, such Tools shall vest in or remain the property of the Purchaser or its Affiliate. The Supplier shall only have the right to use such Tools, and any associated Intellectual Property Rights, for performing the Agreement, i.e. the Supplier may not use the Tools for manufacturing on its own account or on the account of another party.

The Purchaser Supplier shall be entitled to collect and remove the Tools if the Purchaser so deems necessary or, at the request of the Purchaser, the Supplier shall have the Tools immediately returned DDP Purchaser's manufacturing site or other place of destination if named in the Agreement. Under no circumstances shall the Supplier have any right to retain such Tools.

50. The Supplier shall store, maintain and insure the Tools in accordance with the instructions provided by the Purchaser. The Supplier shall mark the Tools in such a way that the Purchaser's right of ownership is evident. Any repairs of or modifications to the Tools by the Supplier must be preceded by a written agreement between the parties. Should any Tools need to be repaired, modified or replaced, the Supplier shall notify the Purchaser and the Purchaser shall decide if and how this shall be done at the expense of the Supplier.
51. Unless the Purchaser gives its written approval, the Supplier may not sell the Goods and/or the Tools developed for and/or owned by the Purchaser to any other company other than the Purchaser or any Affiliate of the Purchaser.

Audit and Tests

52. The Purchaser or its nominee may conduct audits of Supplier and its sub-suppliers to secure the Supplier's and its sub-suppliers' compliance with the Agreement. Such audits may be conducted at any time Purchaser may find it necessary. Audits are to be announced in advance, observing a minimum period of ten (10) working days.
53. The Supplier shall be obliged to provide the Purchaser or its nominee with all information necessary to determine the Supplier's compliance with the Agreement, including in respect of the quality of the Goods and of the Supplier's manufacturing and documentation process. Prior to being placed at the Purchaser's disposal for the purpose of inspection, the compliance of the Goods with the specifications laid down in drawings, descriptions and other relevant documents, and references therein, shall be subject to the control and approval of the Supplier.
54. Should the parties not have agreed upon specific testing procedures in respect of the Goods, the test shall be performed in accordance with sound practices generally accepted in the industry. Where the Agreement states that a test is to be performed in the joint presence of the Purchaser and the Supplier, the Supplier shall notify the Purchaser in writing of the time and place for such test no less than two weeks in advance.
55. Tests performed in the presence of both parties and tests to be performed by the Purchaser on the Supplier's premises, shall be carried out during ordinary working hours, and the Supplier shall be obliged, unless otherwise agreed, to provide, free of charge, all relevant gauging equipment, tools, testing equipment, premises, and staff necessary to carry out the test, and to defray all other expenses associated therewith, excluding the personal expenses such as travelling and accommodation of the Purchaser's personnel. The Purchaser shall be entitled to check all such equipment, tools and testing equipment in consultation with the Supplier. In addition to tests specified in the Agreement, the Purchaser shall be entitled to check that the Goods meet the requirements laid down in the relevant drawings, descriptions, specifications and other relevant documents. The Supplier shall be obliged to place the necessary facilities and staff at the Purchaser's or its nominee's disposal for such checks.
56. Should any Goods be rejected by the Purchaser during a test due to non-compliance with the requirements of the Agreement, the action taken to remedy such non-compliance and the results achieved shall be reported prior to the Goods being resubmitted to the Purchaser's inspection.
57. The Purchaser's approval of any test shall not relieve the Supplier from its obligations under the Agreement, including the Supplier's liability for Defects.

Compliance

58. The Supplier shall comply with the Business Principles of Alfa Laval (as amended from time to time) available on the Alfa Laval Group corporate website www.alfalaval.com
59. The Supplier shall in relation to the Goods and supply of Goods comply with all applicable laws, rules and regulations, and any industry and Purchaser standards, codes and requirements, relating but not limited to:
- (i) anti-bribery and anti-corruption, including, without limitation, (A) the UK Bribery Act 2010; and the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq. ("FCPA") irrespective of the place of performance, and (B) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, in the Supplier's country or in any country where performance of this Contract will occur;
 - (ii) substance restrictions applicable to the supply of the Goods (in packaging material or production thereof), such as the Regulation (EC) 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and the Alfa Laval Black & Grey list (which includes Conflict Minerals) available on www.alfalaval.com; and
 - (iii) ISO 14001:2004 and ISO9001:2008 environmental and quality system standard, respectively, or with any equivalent system approved by the Purchaser.
60. The Supplier is responsible for obtaining and maintaining any export, re-export and import licenses required for the Goods. Furthermore, the Supplier shall inform the Purchaser of and issue all documentation which may be required by law, regulation or otherwise reasonably requested by the Purchaser regarding the export, import or re-export of the Goods, such as certificate of product origin, origin of preference and export classification.
61. The Supplier shall promptly disclose to the Purchaser any violation, or suspected violation, of any applicable law, rules, and regulations, and/or any standards and codes of the Purchaser and/or applicable to the relevant industry (including but not limited to those stipulated in the Agreement), and any such violation, or suspected violation, shall be deemed a material breach which shall be cause for immediate termination of the Agreement, without prejudice to any further rights and remedies available thereunder or at law.

Spare Parts

62. The Supplier undertakes for a period of ten years as from the latest delivery pursuant to an Agreement to supply spare parts for the Goods concerned. Any such supply of spare parts shall be effected at the best prices offered by the Supplier to its purchasers.

Secure Sourcing

63. Should the Supplier decide to cease manufacture or divest its right to Goods or spare parts related thereto, the Purchaser shall in writing be informed with six (6) months' prior notice and automatically be given an irrevocable royalty-free world-wide license to all rights and know-how in such Goods or spare part necessary for the manufacture (internally or by a third party) and sale of such Goods and spare part, without the Purchaser having to make any other payment than compensating for the direct costs involved in the grant of such license.
64. In addition to the above, the Purchaser shall be entitled to place a final order before the Supplier ceases to manufacture or divests any right to Goods or spare parts related thereto.

Sub-suppliers

65. Upon Purchaser's request the Supplier shall provide to the Purchaser a list of all sub-suppliers engaged in performance of the Agreement together with unpriced copies of any sub-orders placed. The Supplier shall ensure that any sub-supplier observe and is bound by the provisions of the Agreement, including the Alfa Laval Business Principles, in so far as they apply to the sub-supplier. No sub-contract shall bind or purport to bind Purchaser.
66. Engagement of sub-suppliers, whether or not approved by the Purchaser, shall not limit the Supplier's liability under the Agreement and the Supplier shall remain fully liable for each sub-contractor's obligations as for its own.

Force Majeure

67. If an event of Force Majeure occurs, a party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure event.
68. The party claiming Force Majeure shall promptly inform the other party in writing and shall within ten (10) days thereafter furnish evidence of the occurrence and expected duration of such Force Majeure.
69. In the event of Force Majeure, the parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both parties, the party that is not subject to Force Majeure shall be entitled to terminate the Purchase Order or the Agreement with immediate effect.

Confidentiality

70. The Supplier shall keep strictly confidential, and not without the Purchaser's prior written consent, disclose to any third party any Confidential Information, and shall allow access to Confidential Information only to such employees who need such access to perform the Agreement. The Supplier shall use the Confidential Information only for the purpose of performing the Agreement. The Supplier shall use the same degree of care with respect to the Confidential Information as it uses for its own most confidential information.

Termination

71. The Agreement and/or any Purchase Order may be terminated by the Purchaser by giving written notice to the Supplier with immediate effect, without prejudice to any other rights and remedies available under the Agreement or otherwise in law, and without the Purchaser having any liability to compensate the Supplier or (subject to clause 72) to make any payment under clause 14 of the GCP or otherwise, in the event that:
- (i) the Supplier passes a resolution, or any court shall make an order of the Supplier to be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor is appointed, or if circumstances shall arise which would entitle the court or a creditor to issue a winding-up order;
 - (ii) the Supplier has committed a material breach of the Agreement and not rectified such breach (where rectification is possible) within thirty (30) days after receiving written notice of termination specifying the breach; for the purposes of this clause 71(ii) any breach of a warranty given by the Supplier pursuant to the terms of the Agreement shall be deemed to be a material breach; or
 - (iii) there is a material direct or indirect change of ownership in or control of the Supplier (as to which the Purchaser will determine if such change in ownership or control is material).
72. Following termination of the Agreement, the Purchaser shall have the right, but not the obligation, to purchase any Goods (or part thereof) which are bespoke to Alfa Laval's requirements no later than six (6) calendar months after termination of the Agreement and under the terms and conditions herein.

73. Any confidentiality obligation shall survive termination of the GCP and/or any Agreement.

Miscellaneous

74. No amendment or modification to the Agreement shall be valid or binding upon the parties, unless made in writing and signed by the representatives of both parties.
75. The Purchaser shall be entitled to assign the Agreement in full or in part to any third party. The Supplier may assign the Agreement, or any rights or obligations under the Order with the Purchaser's prior written consent.
76. Purchaser's not exercising a right arising out of or in connection with the Agreement shall not mean a waiver of that right by Purchaser.
77. The Purchaser and the Supplier are and remain independent contractors and Agreement does not create an agency, representation, dealership, consortium, joint venture, etc. between the parties.
78. The parties to this Agreement do not intend that any term of this Agreement should be enforced by any person who is not a party to this Agreement, save for any one or more of the Purchaser's Affiliates who may enforce any term of the Agreement as if they were named as the Purchaser therein.
79. In case an Agreement is concluded in both English and another language, the English version shall prevail.
80. All provisions of the Agreement, including these GCP, are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such provision shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions shall remain valid and enforceable.

Governing Law and Dispute Resolution

81. Unless otherwise explicitly agreed, the Agreement shall be governed by the laws of the place where the Purchaser is domiciled, excluding any conflict of law provisions contained therein. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
82. All disputes in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be the place where the Purchaser is domiciled, and the English language shall be used in the proceedings.
83. Notwithstanding the foregoing, the Purchaser shall always be entitled to initiate proceedings with local courts and other relevant authorities in which the following described controversies, disputes or claims arise: (i) infringement by the Supplier of any trademark or patent or other intellectual property to which the Purchaser has title or license, (ii) the Supplier's improper usage or refusal to return or deliver over any property, including Tools, belonging to the Purchaser, or (iii) any other act or omission on the part of the Supplier that would, in the sole discretion of the Purchaser, cause the Purchaser irreparable harm. Further, nothing contained herein shall derogate or abrogate from the Purchaser's right and capacity to seek injunctive relief or a mandatory order in any court of competent jurisdiction.