



1.0 Conclusion of Contract

- 1.1 R.STAHL PRIVATE LIMITED (R.STAHL), place orders on the Suppliers who supplies Goods, Products, performs any works and renders services as per the Purchase Order (or whatsoever it is called) placed by R.STAHL, which are subject to and in accordance with the following Terms and Conditions: These following Terms and Conditions shall also be deemed solemnly agreed, irrespective of the Supplier's own terms and conditions, when confirming or fulfilling our order. Any terms and conditions of Supplier shall be only valid and considered agreed, if and insofar as expressly accepted by R.STAHL in writing. The aforesaid applies, even if we accept delivery and effect payment later on. No act or omission on the part of R.STAHL at any given time shall be open to interpretation as, or deemed to constitute, tacit acceptance of any other terms and conditions.
- 1.2 Any and all agreements between us and Supplier about details of this Terms and Conditions of Purchase (hereinafter referred to as "Agreement") require to be made and carried out in writing in this Agreement.
- 1.3 Supplier has to confirm our orders within three (3) days in writing by returning a duly countersigned copy of our order or by order confirmation. We may revoke our order by way of written notice if we do not receive the confirmation of Supplier within three (3) working days. Our order becomes non-binding after one (1) week.
- 1.4 The Purchase Order shall govern the contractual relationship between R.STAHL and the Supplier to the exclusion of all the other terms and conditions, except if and to the extent otherwise expressly agreed in writing between R.STAHL and the Supplier. In case of any inconsistency, discrepancy, ambiguity or uncertainty between this Agreement and the specific conditions agreed under the Purchase Order and the latter shall prevail only to the extent contrary.

2.0 Ownership of Property, Copyrights and Title to Designs, Samples, Models etc.

- 2.1 We reserve all rights, title, ownership of and interest in, property and copyrights in and title to our intellectual property (irrespective or registered or not), know-how and designs regarding any and all information that we furnish to Supplier, in particular regarding the subject and content of documentation such as designs, samples as well as models. Supplier shall not grant third party any access directly or indirectly to such information without obtaining our prior written express consent in this regard.
- 2.2 Any such documentation and models are exclusively to be used by Supplier for the purpose of production for this Agreement or the respective purchase order and the said documents (along with copies in all formats and retain no copies of such documents) shall be returned immediately after the execution of this order and confirm the same in writing to us.
- 2.3 Supplier shall not make any changes to the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of R.STAHL procurement representative. This

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requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

2.4 The Supplier shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret, confidential information, technical data, proprietary information of R.STAHL or its subsidiary / affiliates / group company, acquired by Supplier during the course of performance under this Agreement or the Purchase Order or thereafter.

3.0 Prices, Delivery and Packaging

3.1 All prices are fixed prices based on mutual agreement between Supplier and R.STAHL. Incoterms (FCA, DAP) will be followed as per incoterms 2010, as agreed with R.STAHL. R.STAHL will not responsible or liable for any increase in the prices, costs or expenses by the Supplier if the same is not approved by R.STAHL in writing before incurring the same.

3.2 Supplier bears the risk of shipment. Supplier bears the risk of deterioration and accidental destruction until full delivery at the place of destination or at Supplier's location of further use, as named by us in the order for DAP term.

3.3 Statutory duties to take back packaging notwithstanding, all packaging needs to be suitable for recycling in order to safeguard an environment friendly disposal. Otherwise, Supplier may be charged for the disposal and for any connected additional costs. Irrespective of whether a statutory duty to take back packaging is applicable, R.STAHL may demand Supplier to take back, free of cost, transport packaging and, where applicable, sales packaging and the same shall be complied by the Supplier.

3.4 Supplier's performance and delivery shall be free of any retention of title of all kinds or effects, including any extended reservation of proprietary rights.

3.5 After each shipment made or service rendered, Supplier will submit the invoice with all the details as per the terms of the Purchase Order, all the documents should contain R.STAHL purchase order number.

The invoice must also include the following information in English (a) name and address of the Supplier (b) name of the Shipper (if different from Supplier) (c) R.STAHL purchase order number/s (d) Country of export (e) detailed Description of the Goods (f) Harmonized Tariff Schedule number (g) Country of Origin (h) net / gross weight (i) Payment terms (j) shipment term Certificate of Conformity with inspection report, material test report whatever necessary, which shall state that the goods being the subject of the Purchase Order conform to the specification, drawing or other description defined thereon.

Packing list should be provided for all the goods supplied with identification marking, quantity per package and with net / gross weight for each package in case of imports.

Indian domestic Supplier should supply materials or services with two (2) copies of Invoice with all the required Statutory documents. For services to be rendered inside R.STAHL' Premises by Supplier representatives, Supplier



should always ensure compliance of prior work permit, safety measures and statutory compliances (ESI etc) at all times.

The Supplier is responsible to upload the details of Supplies / Services made to R.STAHL every month within the due date of filing GSTR-1 as prescribed under the GST Act as may be applicable. In the event of the Supplier not furnishing such details within the said due date, any tax related demands on R.STAHL from the Authorities, including but not limited to reversal of input tax credits in lieu of the Supplier's failure or delay including but not limited to not declaring the outward supplies, etc., such tax amount demanded along with interest and / or penalty as imposed on R.STAHL shall be recovered from the Supplier with interest and penalty.

4.0 Assignment and Subcontracting

The Purchase Order will be binding on the Supplier and their respective permitted successors and assigns. Supplier shall not assign the Purchase Order or any rights or obligations under the Purchase Order or subcontract all or any aspect of the work called for without obtaining prior written approval from R.STAHL. If the Supplier undergo merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in the Supplier shall constitute an assignment of the Purchase Order.

Any assignment or subcontracting without the prior written consent of R.STAHL shall be voidable at the sole option of R.STAHL. R.STAHL may assign the Purchase Order or any of its rights or obligations under this Purchase Order to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of R.STAHL without Supplier's consent and upon a written intimation to Supplier. Supplier shall be always responsible and liable for all its subcontractors and their actions, inactions, and / or omissions on part of the sub-contractors, their employees, workers, officers, labourers, representatives, agents shall be considered as the action, inaction or omission on part of the Supplier for the purpose of this Agreement or the respective Purchase Order.

5.1 Delivery Time, Default, Procurement Risk, Performance by Third Parties

5.1 Supplier has to acknowledge with the confirmation of the Purchase Order immediately upon receipt within the maximum period of three (3) days. Due delivery on time requires the physical arrival at the place of destination named in the Purchase Order and, if so agreed, conduct inspection of the delivered goods.

5.2 If Supplier acknowledges that time is the essence for the performance of Supplier's obligations and if the Supplier is in default, R.STAHL hereby reserves the right to claim a contractual penalty in the amount of 0.5% of the total value of the Purchase Order for each full week of delay from the due date, however limited to a maximum aggregate penalty equalling 10% of the total value of the Purchase Order. R.STAHL further reserves the right to claim such penalty in addition, for the full performance and completion of the Agreement or the respective Purchase Order. R.STAHL will reserve contractual penalties within ten (10) working days from the date of any late delivery

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and, if so stipulated, inspection of the goods delivered. R.STAHL reserves to make any further or other rights and claims.

5.3 Supplier should immediately inform R.STAHL in writing about any foreseeable delay and provide an estimate of the likely duration of the delay. Delivery before the agreed time should not be made without seeking prior approval of R.STAHL.

5.4 Supplier shall bear the procurement risk, provided the said goods are not customized products.

5.5 Unless otherwise expressly approved in writing in advance by R.STAHL, Supplier has its contractual obligations in person and shall not subcontract the same to any third parties (sub-suppliers).

5.6. The amount of liquidated damages as stated in the Agreement or Purchase Order are an agreed genuine pre-estimate of the loss and damage that R.STAHL will suffer if the Supplier fails to fulfil the obligations in the manner and time schedule agreed hereunder and are not by way of penalty, provided always that the right to levy liquidated damages is in addition to and without prejudice to any other rights or remedies available to R.STAHL under this Agreement, the respective Purchase Order, or any applicable laws.

5.7 In the event of delay or disruption of delivery of Works and/or Services which is beyond the control of the Supplier and prevents the Supplier wholly or partially from performing its obligations and duties under this Agreement or the respective Purchase Order due to any 'Force Majeure' event which shall mean and include but not limited to act of god, natural calamities such as earthquake, hurricane, typhoon, epidemics, pandemics, volcanic activity, adverse severe forces of nature or acts of god, act of government, war, invasion, terrorism, revolution, military, or usurped power except the following which shall not be deemed or construed as a Force Majeure event: (i) financial distress of the Supplier; (ii) failure or non-functionality of any equipment, plant or machinery used by the Supplier and the same could be replaced by the Supplier; (iii) due to non-compliance with any applicable laws, rules, regulations by the Supplier or the Supplier's inability to obtain any permit, license, clearance from any authority; (iv) shortage and/or cessation of any of Supplier's resources, eg: Supplies, fuel, labour or assets; (v) strike of operations by the personnel or labourers or workers of the Supplier; (vi) any other event, due to the Supplier's acts / omissions which could have been prevented by the Supplier. If the Force Majeure event occurs, the Supplier shall serve R.STAHL with a written notice within seven (7) days of occurrence of such Force Majeure event describing its effect on the scope of Work and/or Service along with remedial measures proposed. Upon the receipt of the aforesaid Notice, R.STAHL shall evaluate the effects and, if necessary, extend the validity period of Purchase Order or decide on alternate arrangement in consultation with the Supplier. The Supplier shall however use all reasonable steps to minimize any further delay in its performance due to the occurrence of such Force Majeure event. If the Force Majeure event continues for thirty (30) days and / or the performance of the Supplier seemed impossible under any circumstances, then the Parties shall consult in good faith and mutually agree on the necessary arrangement for further implementation of the Works and / or service. R.STAHL reserves the right to terminate this Agreement or the respective Purchase Order (in whole or part) if such Force Majeure event prevails beyond sixty (60) days.

6.0 Terms of Payment, Late Payment

6.1 Invoicing needs to be effected strictly together with the delivery with the respective invoice to be sent by separate post, though. Processing of the invoice requires that the order number specified in the order is quoted in the invoice; Supplier shall be responsible for all consequences of not observing this obligation, unless the Supplier proves that the Supplier could not comply and the same is acceptable to R.STAHL. R.STAHL will offset any credit as per the day that R.STAHL is in possession both of the goods and the invoice.

6.2 R.STAHL will make payment as per the payment terms for the Invoices submitted as per the terms of the Purchase Order and this Agreement. If any of the Invoices submitted by the Supplier is found defective or incomplete then R.STAHL shall be entitled to withhold the payment till such Invoice is cured to the satisfaction of R.STAHL and such withholding of payment shall not be deemed to be a breach on part of R.STAHL and the Supplier shall not be entitled to delay or stop the work, supply or services for the reason of withholding of payment by R.STAHL and no interest or whatsoever is applicable in such case after the payment being made beyond the due date. The aforesaid shall not limit any statutory right to interest due to payment default; provided R.STAHL being in default requires receipt of a prior reminder from the Supplier, though.

6.3 R.STAHL reserves any and all statutory set-off claims and rights of retention as well as the plea of non-performance.

7.0 Warranty and Disclaimer

7.1 Performance of the Agreement or the Purchase Order requires that all goods to be delivered and all services to be performed are in accordance with all appropriate skill and care, in accordance with the best industry practice, will be of good quality and fit for intended purpose, the latest standard of technology, meet all applicable legal requirements and all other requirements under all applicable laws, rules, regulations and directives of public authorities, of institutions for statutory accident insurance and prevention and of other trade associations (especially under the Machinery and Low Voltage Directives). Respective certificates, if required or customary, are to be handed over to R.STAHL. Agreed quality characteristics, such as data contained in the technical data sheets provided by Supplier, have to be met

7.2 R.STAHL will inspect the delivered goods within reasonable time regarding any obvious deficiencies in quality or quantity; any complaints are deemed to be sufficiently timely, if received by Supplier within three (3) working days from delivery date or, in the case of hidden deficiencies, from the date of discovery.

7.3 R.STAHL is entitled to any and all warranty claims granted by law without any limitation. R.STAHL may choose between and demand, at our free choice, repair or replacement by new goods. R.STAHL expressly reserves the right to claim damages, in particular including damages instead of contractual performance, should repair fail, should danger be imminent or if repair is particularly urgent, R.STAHL may conduct such repair, on account of the Supplier, ourselves or through third parties at the risk and cost of the Supplier. All the above rights apply, without

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limitation, should a part of the composed goods found defective. Supplier shall bear all costs and expenses incurred in connection with inspections and tests, modifications and/or subsequent improvements even if retrospectively a defect cannot be proven without doubt; the aforesaid shall not apply, if and insofar as R.STAHL had knowledge of such or such remained unknown to us due to gross negligence. Warranty certificate has to be provided for electrical & electronic parts, as agreed by R.STAHL.

7.4 Supplier shall follow and meet the quality assurance as mutually agreed.

7.5 Minimum warranty period shall be two (2) years from the date of Invoice for Electrical and Electronic parts or as mutually agreed between the Parties. This warranty is applicable for free replacement by the Supplier including freight cost where required and other expenses for replacement. Supplier has to visit the customer premises for necessary inspection, segregation & other discussion as and when needed by R.STAHL.

7.6 The Works / Supply / Services shall be free of all defects (design, workmanship, etc.), any claims of whatsoever nature, including without limitation title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion. Any attempt by to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective. The warranties contained above are in addition to any other warranties required under the applicable law and no contrary disclaimer in this regard shall be valid or effective.

7.7 Supplier shall promptly and at its own cost, carry out all remedial work necessary to enable R.STAHL to accept the Works / Supplies / Services executed under the Purchase Order or necessary to remedy any deficiencies which occurred or were discovered within the warranty period commencing upon issuance of failure notification , unless otherwise agreed between the Parties.

7.8 Any re-performed work shall carry warranties on the same terms as set forth above, with the warranty period being the later of the original un-expired

7.9 R.STAHL reserves the right, at its sole discretion, to vary, amend or modify, reduce, increase the scope in part or full, with respect to its quantity, quality or otherwise, or upon being dissatisfied regarding the quality, progress and the performance by the Supplier or due to any other reason, without assigning any reason and without giving any prior notice whatsoever. Such decision of R.STAHL shall be final and binding on the Supplier.

8.0 Tooling, Equipment and Technical Data

8.1. Title, rights and interest in and over all material, tools, equipment, technical data and proprietary information that R.STAHL pays for or provides to Supplier or is responsible for providing to Supplier, including replacements, shall always vests with R.STAHL. In no event shall the Supplier or any third party shall not assume transfer of title, rights or interest in such material, tools, equipment, technical data or proprietary information provided or to be provided by R.STAHL. Supplier will label R.STAHL Property as such, maintain it in good condition, keep written records of the R.STAHL Property in its possession and the location of the property and shall ensure that no lien or charge is placed upon it, and not change location without obtaining prior written approval from R.STAHL. Supplier



is responsible for inspecting and determining that all the Properties of R.STAHL are in useable and acceptable condition.

8.2. Supplier undertakes R.STAHL Property exclusively to fulfil R. STAHL Purchase Orders unless otherwise authorized in writing in advance by R.STAHL's procurement representative. R. STAHL Property is intended for use at the Supplier's site only or as otherwise authorized in writing in advance by R.STAHL's procurement representative. Supplier shall be solely responsible and liable for any loss, damage, or destruction of R.STAHL Property and for any loss, damage or destruction of any third-party property resulting from Supplier's use, and /or misuse of R.STAHL Property without any recourse to R.STAHL. Supplier shall not be entitled to include the cost of any insurance for R. STAHL Property in the prices charged under this Agreement or the respective Purchase Order(s). Supplier shall return or destroy R.STAHL Property as per the instructions of R. STAHL. R.STAHL makes no representations and disclaims all warranties (express or implied) with respect to R.STAHL Property.

8.3. The Supplier acknowledges that the Supplier has made a complete and careful examination as well as an independent evaluation of the scope, specifications and standards (if any), local conditions, subsoil and geology, traffic volumes, suitability and availability of access routes, site conditions, applicable laws etc. The Supplier has further determined to its satisfaction the nature and extent of difficulties, risks and hazards as the case maybe, that are likely to arise or affect the course of performance / execution of the Works / Supplies / Services. R.STAHL makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Supplier confirms that it shall have no claim whatsoever against R.STAHL in this regard.

9.0 Environmental Management System Requirements

9.1 Supplier shall deliver products, which are subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. ROHS), Supplier shall declare such substances to R. STAHL.

9.2 Supplier represents and warrants to comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Agreement and the Purchase Order and also undertakes to inform R.STAHL of its compliance with regard to such applicable laws.

9.3 Supplier shall adhere to Plastic Waste Management Rules, 2016, with amendments as may be applicable carry bags made of virgin or recycled plastic, shall not be less than Seventy Five (75) microns in thickness with effect from the 30th September, 2021 and one hundred and twenty (120) microns in thickness with effect from the 31st December, 2022.

9.4 Supplier shall take commercially reasonable efforts to ensure that all goods supplied to R. STAHL and the processes used to make them shall minimize life cycle environmental impact, including minimizing waste generation, use of energy and non-renewable resources, emission of greenhouse gases and shall maximize the use of recycled, recyclable, biodegradable and nontoxic materials.

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9.5 Supplier shall deliver products which are subjected to shelf life (e.g. chemicals, etc..) and the expiry date of the said Products should be discussed and agreed with respective buyer before shipping.

10.0 Occupational Health and Safety Requirements

10.1 For services to be rendered inside R.STAHL premises by the Supplier representatives, Supplier should ensure:

Prior work permit from R.STAHL authorized person and Identity card/Badge to be displayed prominently;

Safety measures;

PPE / Striking Gear based on the scope of work (Safety shoes, Gloves, Mask, Helmet etc.);

Insurance (ESI etc);

10.2 Supplier's Trained and authorized personnel will be permitted based on the scope of work;

10.3 Supplier' representatives are allowed for the movement only in the restricted work area.

10.4 R.STAHL - Safety officer should be intimated immediately in case of any incident during the work.

11.0 Indemnity

The Supplier shall indemnify and hold harmless R.STAHL, its directors, officers, employees, affiliates from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of any (i) personal injury, accident or death to any personnel, or for loss and damage to any property due to theft, pilferage, breakage, shortage, vandalism or otherwise, resulting from any cause arising out of and from any defect in the Work or Supply or Services; (ii) inaccuracy, breach or non-fulfilment of any of the representations or warranties or obligations of the Supplier in this Agreement or the Purchase Order; (iii) non-compliance with applicable laws, rules or regulations; (iv) Infringement claim of any third party's intellectual property rights; (v) breach of confidentiality. Pursuant to sub-clause (i) above, the Supplier shall be responsible to bear any medical costs and expenses, which are incurred or accrued in relation to any bodily injury or accident.

12.0 Limitation of Liability

12.1 Notwithstanding the right of R.STAHL to levy liquidated damages and other rights reserves hereunder and under the Purchase Order, R.STAHL shall also have the right to terminate the Purchase Order at its sole discretion, in the event the Supplier grossly and/or wilfully fails to achieve the time schedule or fails to fulfil the obligations / commitment agreed or to demonstrate expediting the performance and/or improving its performance.

12.2 Any aggregate limit of liability of the Supplier, as stated under the Purchase Order shall exclude any liability arising due to infringement of Intellectual Property Rights, breach of Confidentiality, fraud, gross negligence and / or wilful default, indemnification or any other liability which cannot be limited by law.

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12.3 The maximum liability of R.STAHL, at all times, shall be limited to the balance amount payable by R.STAHL to the Supplier after adjusting the consideration already paid. R.STAHL shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs.

12.4 During the subsistence of this Agreement or the Purchase Order or after termination of the Purchase Order, R.STAHL reserves the right to engage any third party at any stage, at its sole discretion for the performance of the balance, delayed, defective or abandoned scope of Work / Supply / Services at the sole risk and cost of the Supplier, if at any point of time, it is observed that the progress of Work / Supply / Services is not as per delivery schedule or the Supplier is in breach of any obligation, non-performance, defect, which is not cured / remedied by the Supplier upon notice by R.STAHL or if in the opinion of R.STAHL the Supplier will not be able to perform the scope of Work / Supply / Services entrusted to the Supplier or that undue delay is being caused by the Supplier. R.STAHL shall be entitled to carry out any activities necessary to remedy the performance at the sole cost, expense and damages from the Supplier. This right is in addition to any other rights and remedies that R.STAHL may have under the Purchase Order, this Agreement and under the law, including but not limited to termination.

13.0 Jurisdiction and Dispute Resolution

13.1 the Parties expressly agree to submit to the jurisdiction of the Courts at Chennai, Tamil Nadu to the exclusion of all other courts in India. The entire agreement and the Purchase Order are governed by Indian Laws.

13.2 For settling any dispute(s) between the Parties arising out of or in connection with this Agreement or the Purchase Order, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

13.3 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties. The seat and venue of arbitration shall be Chennai and the language of arbitration shall be English.

13.4 The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the sole Arbitrator. Except for the matters under dispute before the Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under this Agreement and the Purchase Order and / or this Agreement unless the same is impossible without resolution of the said dispute.

14.0 Miscellaneous

14.1 No waiver shall be effective unless made in writing and expressly agreed by the waiving party.

14.2 If for any reason whatsoever, any provision of the Purchase Order or this Agreement is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been

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severed or removed, without any prejudice to the continuance in force and effect of all other provisions of the Purchase Order or this Agreement.

14.3 This Agreement or the Purchase Order is entered into strictly on principal to principal basis. This Agreement or the Purchase Order shall not operate to constitute either party as the agent, partner, employer or employee of the other or representative of the other and none of the employees / personnel of either party shall be entitled to claim any status as the employees of the other party.

14.4 This Agreement and the Purchase Order shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary contained in any other documents.

14.5 The Supplier is engaged on a non-exclusive basis. This does not in any way preclude R.STAHL's right to enter into similar agreements, arrangements, engagement, orders with any other party as R.STAHL may deem fit.

14.6 No formal or informal public announcement or press release which makes reference to R.STAHL and / or the terms and conditions of this Agreement or the Purchase Order or any of the matters referred to herein, shall be made or issued by the Supplier without the prior written approval of R.STAHL. If the Supplier is obliged to make or issue any announcement or press release mentioned in this clause pursuant to a requirement by law or authority, the Supplier so obliged shall consult R.STAHL as regards the contents of the said announcement or disclosure and take written approval of authorised person of R.STAHL, before it is made or issued.

14.7 Upon expiry or termination of the respective Purchase Order, the rights and obligations accrued only prior to such expiry or termination shall survive. Additionally, stipulations and obligations relating to risk purchase, confidentiality, indemnity, dispute resolution, jurisdiction, governing law, miscellaneous shall remain in full force and survive any termination or expiry of the Purchase Order and this Agreement.

14.8 Notwithstanding anything specifically mentioned in this Agreement, all rights and remedies available with R.STAHL under this Agreement and the Purchase Order shall be without prejudice to and in addition to any other right and remedies available with R.STAHL under law and equity.

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