

Spirax Sarco

General Purchase Conditions of the Spirax-Sarco Limited Group and its affiliates

<p>1. DEFINITIONS</p> <p>(a) The following definitions and rules of interpretation shall apply: "Force Majeure" refers to events and/or circumstances beyond the control of either party. These are generally regarded as such by the French courts. The following are considered force majeure events:</p> <p>(a) Natural disasters, including fire, floods, earthquakes, and storms;</p> <p>(b) War, threat of war, armed conflict, application of sanctions, embargoes, termination of diplomatic relations, and any similar act;</p> <p>(c) Terrorist attacks, civil war, civil unrest, and riots;</p> <p>(d) Nuclear, chemical, and biological contamination;</p> <p>(e) Explosions and any accidental damage;</p> <p>(f) A loss of Goods at sea;</p> <p>(g) Extraordinary weather conditions;</p> <p>(h) Collapse of a building, breakdown of technical installations, machines, computers, and video and audio equipment;</p> <p>(i) Interruption or malfunction of public utilities including, but not limited to, power failures, gas or water cutoff.</p> <p>"Order" means a written purchase order for Goods established by the Company.</p> <p>"Applicable Law" means the laws or regulations applicable in the territories in which the Seller operates.</p> <p>"Inspector" is someone appointed by Spirax Sarco for the purpose of testing or inspecting the Seller's Goods or premises, or those of a subcontractor hired by the Seller;</p> <p>"Goods" means the merchandise and/or services that Spirax Sarco agreed to purchase from the Seller including certain components or portions thereof;</p> <p>"Tools" means the instruments and equipment used in the manufacture of the Goods.</p> <p>"Company" means Spirax Sarco Limited or one of its Affiliates;</p> <p>"Buyer" refers to any person or company that purchases Goods from the Company or any other subsidiary of that parent company.</p> <p>"Seller" refers to the individual or legal entity who accepts the Company's Order;</p> <p>(b) Any masculine term will include the feminine and vice versa.</p> <p>(c) The section headings of these GSCs will not affect their interpretation.</p> <p>2. FORMATION OF CONTRACTS</p> <p>(a) These GSCs apply to all purchase orders for Goods placed by the Company with the Seller. The documents making up the Order, including the Special Conditions and these GSCs, must be mentioned in the Order and form an integral part thereof. All documents issued by the Seller, including those issued after the placing of the Order, such as delivery slips, and invoices, etc., shall have no value or effect, unless expressly accepted in writing by the Buyer. In the event of any inconsistency between the provisions of these GSCs, those of the Order, and those of the Special Conditions, they will be prioritised in the following order:</p> <p>1. Special conditions;</p> <p>2. GSC, and</p> <p>3. Order.</p> <p>No provision in this clause shall exclude or limit the liability of any party due to fraud, misrepresentation, or deceitful concealment.</p> <p>(b) The Seller's sending or delivery of the Goods to the Company shall be considered proof of the Seller's acceptance of these GSCs. No amendment or addition to these GSCs shall be considered an integral part of a contract unless expressly agreed in writing by the Company.</p> <p>(c) The application of the provisions of the "Uniform Law on International Sales of Goods" is excluded. The formation, existence, interpretation, validity and performance of these GSCs shall be governed by French law. Any claim or litigation resulting from them shall fall within the jurisdiction of the French courts. Accordingly, the Seller undertakes, for the purpose hereof, to submit to the exclusive jurisdiction of the French courts.</p> <p>3. PRICE</p> <p>Prices quoted herein are fixed. They cannot be changed for any reason unless otherwise stated in writing by the Company.</p> <p>Prices are indicated Pre-tax (excluding VAT), but include delivery costs unless otherwise stipulated in writing by the Company. Prices also include, if applicable, unloading costs packaging and insurance costs taxes, royalties, license fees and similar costs resulting from the use of intellectual property rights. The Seller shall add the VAT amount to its invoices calculated at the rate in effect on the date of delivery.</p> <p>4. PAYMENT</p> <p>Payment shall be made upon delivery by the Company or by a representative duly authorised by the Company. Payments shall be made no later than sixty (60) days of the invoice date, provided all conditions of the Order are fully satisfied. The Seller shall issue a statement of account at the end of the month in which the delivery of the Goods occurred. Any late payment due to the Seller's failure to issue the statement of account shall not prejudice the Company's right to obtain special discounts that may be granted by the Seller.</p> <p>If the Goods are delivered prior to the scheduled delivery date, without the Company's prior consent, payment shall be made as if the Goods had been delivered on the scheduled delivery date. Payment does not imply the Company's acceptance of nonconforming Goods. Payments for late delivery shall be made no later than sixty (60) days of the invoice date, provided all conditions of the Order are fully satisfied. Payments shall be made by bank transfer to the Seller's account. Without prejudice to any other rights or remedies available to it, the Company reserves the right to offset any amount owed by the Seller, at any time, by an amount the Company owes the Seller for the same or different goods. This offsetting right also applies to the Seller in the event it is a creditor of the Company.</p> <p>Each payment is subject to an invoice issued in accordance with the laws and regulations in force and the provisions of the Order. The invoice shall include the Order number, the date, the item description, the unit price of the Goods, the quantity of Goods delivered, and the total value of the Goods delivered, and shall be in accordance with the provisions of Article L.441-3 of the French Commercial Code. The Company reserves the right to return incorrectly issued invoices for amendment before their payment.</p> <p>5. OWNERSHIP OF GOODS, COMPLIANCE, AND RETURN OF PRODUCTS</p> <p>The Goods are the Seller's property with the right to sell them until the effective transfer of the ownership to the Company. The Seller acknowledges that the Goods sold are not encumbered by any pledge, bond, or any other security preventing the Company from freely disposing of the Goods. Consequently the Seller shall have due entitlement thereto to freely use or sell them in the normal course of its business.</p> <p>The Seller undertakes to ensure that:</p> <ul style="list-style-type: none">- The Goods ordered shall strictly correspond to their description, characteristics, and the samples provided by the Company to which they shall agree on all points relating to the uses required, expressly or implicitly, by the Company;- The Goods shall be of satisfactory quality, meeting the requirements and standards that cannot be lower than those (if any) previously approved by the Company;- The Company shall have a period of thirty (30) days from the delivery made to the Company's customers to verify the conformity of the Goods against the specifications;- The Seller's obligations hereunder shall in no way be affected by the fact that the Goods may or may not be purchased on the basis of their description, whether or not the Seller may sell goods with the same description, or the Goods may or may not be marketed under a patent name or trade name, or the Company may or may not examine the Goods or samples, or a defect may or may not be apparent. The Company reserves the right to refuse non-compliant Goods. In the event the Company exercises its right of refusal, the rejected Goods must be returned to the Seller, at the Seller's expense and risk;- The Seller shall provide the Company with details of any changes likely to be made to the Goods that will affect their shape, conformity, technical characteristics, functions, maintainability, reliability, or appearance. These details shall be provided at least ninety (90) days before these changes are made. The Company may, at its sole discretion, refuse such changes be made to the Goods. Hence, the proposed changes shall only be made to the Goods if they have been accepted in writing by the Company. The Seller shall retain all accreditations mentioned in the characteristics of the Goods during the supply period referred to in these GSCs. <p>6. DELIVERY</p> <p>All Goods must be delivered, carriage paid, to the delivery address by the deadlines indicated in the Order, unless otherwise provided or agreed in writing by the Company. The delivery date set for the Goods is the very essence of the Order. If no date is indicated on the Order, delivery shall take place within thirty (30) days of the date the Order was placed. If the Company requests delivery of the Goods in less than the agreed or indicated period, the Seller shall do its utmost to expedite the delivery for the requested date or sooner, provided the Company does not have to pay any additional fees or charges in return for the faster delivery, unless such fees or charges have previously been accepted in writing by the Company.</p> <p>The Seller shall promptly notify the Company in writing at any time it believes the delivery will be delayed for any reason. The Company shall regularly supervise deliveries. In the event of persistent delays or incomplete deliveries, the Seller shall be deemed in default and the Company shall have the right, at its sole discretion and without any liability, to cancel all purchases of Goods from the Seller and also have the right to no longer purchase future Goods from the Seller. Unless otherwise agreed by the Company, deliveries may only be accepted by the Company during normal business hours, namely [...].</p> <p>If the Seller fails to deliver the Goods by the date indicated, without prejudice to other remedies available to it, the Company reserves the right to:</p> <p>(a) Cancel all or part of the Order;</p> <p>(b) Refuse any further delivery of the Goods the Seller intends to make; and</p> <p>(c) Invoice the Seller for any costs, expenses, or losses incurred as a result of the Seller's failure to deliver the Goods by the agreed deadline, including reasonable costs incurred by the Company to obtain the Goods from another supplier;</p> <p>(d) Charge late penalties of 1% of the total amount of the order, per week of delay within the limit of 10%.</p> <p>Goods delivered in excess of the quantities indicated may be returned to the Seller at its own expense and risk.</p> <p>If the Company agrees in writing to accept partial deliveries, each partial delivery shall be considered part of a single contract.</p> <p>The Company may, at no cost, reschedule the delivery of an Order outside the agreed or indicated delivery dates, provided the delivery takes place within a period previously indicated to the Seller in writing.</p>	<p>7. INSPECTION OF THE QUALITY AND CONFORMITY OF GOODS / ACCEPTANCE PROCEDURE</p> <p>(a) The Seller must ensure, including but not limited to before delivery of the Goods, the Company shall have the right to send Inspectors to the premises of the Seller or its subcontractors to allow the Inspectors to carry out all quality controls that the Company deems necessary. The Seller shall make available all the resources, assistance, equipment, and facilities that the Company may require to fulfil its obligations under this clause, providing all assistance reasonably required for these purposes.</p> <p>If the results of the quality checks indicate the Goods are not compliant or risk not being in compliance with the Order, the specifications, and/or the drawings provided or recommended by the Company, the Company shall inform the Seller who shall immediately take the necessary measures to ensure the compliance of the Goods. The Company shall be entitled to demand new tests and inspections to ensure compliance of the Goods.</p> <p>The quality tests and/or inspections shall in no way restrict or affect the Seller's obligations under the Order. The Seller remains fully responsible for the compliance and quality of the Goods.</p> <p>(b) The Goods shall not be considered as accepted by the Company after expiry of three (3) working months from delivery. The Company shall also have the right, at any time, to refuse the Goods if a hidden defect is detected. In the event of any modification, improvement, or transformation of the Goods in any way to meet the Company's requirements, the parties agree to accept the acceptance tests and shall set an acceptable schedule (hereinafter "Acceptance Criteria"). All Goods delivered will be deemed accepted by the Company if the Acceptance Criteria are met. In case of refusal of the Goods by the Company, the Seller shall take them back at its own expense, as soon as possible, at a date reasonably agreed between the Company and the Seller (hereinafter the "Due Date").</p> <p>The Company shall have the choice to either request a refund of the price of the rejected Goods or to request the replacement by the Seller, at its expense, of the refused Goods. The provisions of this Clause shall apply as if the Goods had originally been delivered. If the Seller fails to take back the Goods on the Due Date, the Company shall have the right, at its sole discretion, without liability, to sell the Goods and use the proceeds to offset its costs.</p> <p>8. PACKAGING AND DOCUMENTATION</p> <p>The Goods must be packaged in such a manner as to arrive in good condition at the place of delivery indicated by the Company. The Seller must ensure their safe storage at no additional cost to the Company. The Seller shall ensure that all necessary documents are prepared and correctly presented to the Company or forwarded appointed by the Company enabling customs clearance to be carried out without delay and that nothing prevents the delivery of the Goods to the Company. All expenses incurred by the Company as a result of late or incorrect presentation of the documents shall be invoiced in full to the Seller who shall pay them within thirty (30) days from the date these expenses are brought to the Seller's attention.</p> <p>The Seller shall ensure that each delivery is accompanied by a delivery slip including a list of information such as serial numbers, the order number, quantity of packages, references of parts, and a description and quantity of the goods delivered.</p> <p>9. OWNERSHIP</p> <p>Ownership of the Goods shall be transferred to the Company on either the delivery date or payment date (including partial payment), whichever comes first. The risks associated with the Goods, such as the risk of loss, damage, or theft, shall be transferred to the Company upon reception and acceptance of the Goods by the Company or an authorised representative at the place of delivery indicated by the Company.</p> <p>If the Goods are refused by the Company, the ownership and the risks shall not be transferred.</p> <p>10. SUBCONTRACTING</p> <p>Orders may not be assigned or subcontracted in whole or in part to another company by the Seller without the prior written consent of the Company.</p> <p>11. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY</p> <p>The Seller grants the Company an irrevocable, non-exclusive, royalty-free license to copy, distribute, publish, with the reasonable limits hereunder, to sell and use, and from time to time to sublicense these unrestricted intellectual property rights. The Seller acknowledges having the rights and authority to transfer to the Company licenses granted under these GSCs. All patents, copyrights, trademarks, designs, models, trade secrets, intellectual property rights to all drawings, and other intellectual property rights shall be transferred to the Seller, for which the Company has assumed all or part of the costs to enable the Seller to perform these GSCs, shall become and/or remain the exclusive property of the Company. They must be returned upon request and at the risk of the Seller. They must not be assigned, used, or disclosed by the Seller for any reason other than the performance of these GSCs. The Seller's written consent, in order to avoid any ambiguity, it is agreed that the Company holds all intellectual property rights on all items whatsoever supplied to the Seller enabling the latter to meet its obligations under the terms of the Orders. Except as otherwise expressly stated in writing, the Company shall exclusively hold all new intellectual property rights created in fulfillment of the obligations under these GSCs. If new intellectual property rights result in a deliverable tangible good, such as software, documents, etc., the Seller shall provide the Company upon request and free of charge with a complete copy of all new intellectual property elements. The Seller hereby assigns to the Company, with the usual guarantees, all the new intellectual property rights that shall automatically be vested in the Company as soon as they exist. The Seller shall sign all the necessary additional documents required for the realisation of this assignment. The Seller shall protect, indemnify, and hold harmless the Company, its managers, employees, agents, affiliates, their managers, employees, and agents against liabilities, losses, and expenses resulting from any claim or legal proceedings for the alleged or actual infringement of a patent, copyright, trademark, design, model, trade secret, any other intellectual property right, or foreign or national proprietary interest resulting from the use, manufacture, supply, or resale of the Goods, subject of an Order or part thereof. Any provisions contrary to or inconsistent with those of this Clause 11 shall require the Company's written consent.</p> <p>The Seller shall, at its expense, upon receipt of notice and at the sole discretion of the Company, defend, protect, and hold harmless the Company against any claim, legal action, or litigation resulting from an alleged or actual breach of any patent, copyright, trademark, design, model, trade secret, any other intellectual property right, or other foreign or national proprietary interest resulting from the use, manufacture, supply, or the resale of the Goods, subject of an Order or part thereof.</p> <p>12. INSURANCE - PERSONAL INJURY AND PROPERTY DAMAGE</p> <p>(a) The Seller shall take out and maintain throughout the duration of the business relationship with the Company, valid insurance policies covering its "professional liability" essential for the fulfilment of orders. They must cover, in particular, the risks associated with the sale of the goods to the Company.</p> <p>All physical, material, and non-material damage shall also be covered, whether consequential or not. The Seller must provide proof of coverage to the Company upon request.</p> <p>(b) If a claim is filed against the Company by any of its customers, employees, agents, or by a third party as a result of bodily injury, loss or damage of any kind caused by or allegedly caused by defective materials, by a manufacturing, quality, or design defect of the Goods or because of the Seller's negligence, the Seller shall provide all the resources, assistance, and means requested by the Company to contest or deal with this claim. If this claim is confirmed or settled, the Seller shall indemnify the Company against all damages, losses, costs and expenses incurred in this regard including, but not limited to, any loss of profit or other direct or indirect loss, including any loss of use, production, operations, business opportunities, and revenue.</p> <p>(c) The Seller shall take out and maintain general product liability insurance covering its products (including the Goods) whose guarantee ceiling shall not be less than five million pounds sterling (£5,000,000.00) per event. The conditions and the choice of the insurance company shall be reasonably acceptable to the Company.</p> <p>(d) If a claim similar to that described in paragraph (a) is filed against the Seller, the Company shall be promptly informed and shall have the right and power, if it deems it appropriate and subject to the terms of the insurance policy in question, to administer the claim, take any measure, or make any settlement as the Seller's agent, acting in such a manner as the Company deems appropriate or useful at its sole discretion.</p> <p>13. BREACH</p> <p>(a) The Seller may, subject to written notice to the Seller, immediately terminate any contract, either in its entirety or to the extent that the Goods are not delivered, without prejudice to the other rights of the Company, if: -</p> <p>(i) The Seller seriously or repeatedly violates the provisions of these GSCs and does not remedy the breach within twenty-eight (28) days of receiving a written notice. This will also apply to the Company;</p> <p>(b) An attachment of goods, execution, or other process is implemented in respect of the Seller's assets.</p> <p>(c) The Seller finds an amicable solution with its creditors, enters into a transaction with its creditors, or allows a judgement against it to remain unenforced for seven (7) days;</p> <p>(d) As an individual, the Seller dies or a receivership order is pronounced against him;</p> <p>(e) The Seller ceases or threatens to cease to carry on business; or</p> <p>(f) The Seller's financial position deteriorates to such an extent that, in the opinion of the Company,</p> <p>(i) The Seller's ability to properly perform its obligations under these GSCs is jeopardized; or</p> <p>(g) Is subject to a similar measure due to its indebtedness; or</p> <p>(h) The Seller is party in another jurisdiction to proceedings for which the facts are similar to those described in this clause.</p> <p>The termination of a contract, for any reason whatsoever, will not prejudice the rights and obligations of the parties prior to termination. Conditions expressly or implicitly having effect after termination shall continue to be valid even after termination.</p> <p>If a contract is terminated by one of the parties, each party shall cooperate with the other and provide it with the technical and assistance it will need to facilitate a smooth transition of the Seller or of the Company with the new successor Contracting Party.</p>	<p>14. RIGHT OF OWNERSHIP</p> <p>All materials, equipment, dies, moulds, models, plates, drawings, and tools supplied by the Company or any other items provided by the Company to the Seller or prepared or obtained by the Seller for which the Company incurred any or all of the costs, to enable the Seller to perform these GSCs, shall become and/or remain the exclusive property of the Company. They shall be marked "owned by Spirax Sarco Limited", kept in good condition, and in a safe place. They shall be returned to the Company upon similar request. The Seller shall assume the associated risks in the case of items for which the Company has borne only part of the cost, at the time of payment of the balance of this cost, and shall not be sold, used, or disclosed by the Seller for any other purpose without the Company's written consent. The Seller agrees to guarantee and indemnify the Company against any loss or damage to such items while under its control. If the Order involves machining, processing or transforming any material or part belonging to the Company or for which the Company is responsible, the Company reserves the right to charge the Seller the cost of these materials or of some of them, if, while under the responsibility of the Seller, they are destroyed, damaged, or rendered unfit for the use for which they were originally manufactured. The Seller may not, without the Company's prior written permission, use its agents mentioned in this clause for any purpose or knowingly permit any third party to use them for purposes other than the supply of Goods to the Company.</p> <p>15. FORCE MAJEURE</p> <p>15.1 Provided compliance with the provisions of Clause 15.2, either party shall not be deemed to have breached these GSCs, nor can they be held liable for any failure or delay in the performance of their obligations under these GSCs if such default or delay results from a case of force majeure.</p> <p>15.2 A party subject to a Force Majeure event shall not be deemed to have breached these GSCs, provided that:</p> <p>(a) Inform without delay the other parties in writing of the nature and extent of the Force Majeure Event resulting in its breach or delay; and</p> <p>(b) Feel they could not have prevented the effects of the Force Majeure event provided all reasonable efforts were made to prevent or limit the effects of the Force Majeure event.</p> <p>(c) Made every effort to limit the effects of the Force Majeure event on the one hand, by fulfilling all obligations under these GSCs that they could reasonably have performed and on the other hand, by resuming performance of its obligations as soon as possible.</p> <p>15.3 If the Force Majeure event continues for an uninterrupted period of more than three (3) months, either party may terminate these GSCs by sending a written notice at least fourteen (14) days before the expiry of the other party's due date. On expiry of this prior notice period, these GSCs shall end. This termination shall not affect the rights of the parties resulting from a breach of this agreement occurring prior to the termination.</p> <p>16. CONFIDENTIALITY</p> <p>The Seller shall keep strictly confidential any technical or commercial know-how, specifications, inventions, processes, and initiatives of a confidential nature that have been disclosed to the Seller by the Company or its agents. This shall also apply to any other confidential information concerning the Company's business or its products that the Seller may obtain. The Seller shall limit the disclosure of such confidential documents to its employees, agents, and subcontractors who need to know them in order to fulfil the Seller's obligations to the Company.</p> <p>The Seller shall ensure that its employees, agents, and subcontractors are subject to the same confidentiality obligations as those binding on the Seller. At the request of the Company, the Seller shall return all drawings, software, or other written documents provided by the Company, as well as all copies thereof made by the Seller. Nothing in these GSCs shall be construed as granting or conferring any license or other rights to such information except for the limited purpose of the Seller's performance hereunder. This clause shall continue to be valid even after the termination of the GSC. If the Seller and the Company entered into a Non-Disclosure Agreement prior to or on the effective date of these GSCs, the provisions of the Confidentiality Disclosure Agreement shall prevail over this clause.</p> <p>17. REMEDY</p> <p>Without prejudice to any other rights or remedies available to the Company, if any Goods are not provided pursuant hereto, or if the Seller fails to comply with any of these GSCs, the Company shall have the right, at its discretion, to make use of one or more of the following remedies, whether or not any part of the Goods has been accepted by the Company:</p> <p>(a) Cancel the order;</p> <p>(b) Refuse the Goods (in whole or in part) and return them to the Seller at the risk and expense of the Seller, provided that the Seller will immediately proceed to fully refund the Goods that have thus been returned;</p> <p>(c) At the Company's choice, offer the Seller the opportunity, at its expense, either to remedy any defect in the Goods, or to provide replacement goods, or to perform any other operation necessary to ensure the terms of the Order will be respected;</p> <p>(d) Refuse to accept any new delivery of Goods, without any liability towards the Seller;</p> <p>(e) If the Company does not exercise the option referred to in Clause 17 (c), carry out directly or through a third party at the Seller's expense, any transaction necessary for the Goods to comply with the Order; and</p> <p>(f) Claim damages and interest as compensation for the violations of these GSCs committed by the Seller.</p> <p>18. LABOUR LAW - ETHICS - SUSTAINABLE ENVIRONMENT</p> <p>The Seller certifies that the manufacture and supply of the Goods sold to the Company strictly conform to the standards of the International Labour Organisation (ILO). The Seller undertakes, in particular, to respect and ensure that any subcontractors comply with the Code of Conduct on Child Labour Standards, Forced Labour, Safe Health and Working Conditions, right to association and collective bargaining, non-discrimination, disciplinary measures, number of hours worked, minimum wage, and profit sharing. It expressly renounces the use of minor children for the manufacture of the Goods or for the performance of any other related task and undertakes to enforce this obligation upon all its subcontractors.</p> <p>The Seller commits, therefore, to ensure that no one is working under duress, and that the working conditions put in place never endanger the lives of employees or associates and do not violate their dignity.</p> <p>Furthermore, the Seller hereby confirms, in full knowledge of the facts, that it has not only read but also scrupulously observed the provisions of Volume II of Section 10 of the Labour Code relating to the fight against illegal work and, in particular, Articles L.1221-10 to L.1221-18 and L.3243-2 et seq. of the Labour Code, including the implementing decrees.</p> <p>In addition, the Seller certifies that it has fulfilled all its obligations in terms of the Labour law, in particular pursuant to Article L.3241-1 et seq., Article L.3251-1 et seq. of the Labour Code relating to payment and salary protection, as well as Article L.2231-1 et seq. relating to bargaining. The Seller's attention has also been drawn to the obligations imposed by the applicable legislation (Article L.4121-1 et seq. of the French Labour Code) laying down the health and safety regulations applicable to operations relating to the Goods.</p> <p>The Seller shall be required to comply with these obligations with respect to the Goods and shall indemnify the Company in the event of costs, expenses, and liabilities resulting from its failure to do so.</p> <p>SPIRAX SARCO disseminates the SUSTAINABILITY CODE to suppliers who in turn undertake to read and respect the terms in the performance of the Contract.</p> <p>19. FIGHT AGAINST CORRUPTION</p> <p>The Seller declares that it is aware of the provisions of French law (Article 445-1 et seq. of the French Penal Code) relating to illegal payments and, in particular, the fight against corruption, extortion, insider trading, money laundering, and all provisions governing the Order if it is performed wholly or partially outside of France. The Seller certifies that it, its subsidiaries, affiliates, and any person acting on its behalf, including its directors, managers, employees, and agents (collectively referred to as "the representatives") have not offered, promised, given, accepted, or made a commitment to receive:</p> <p>19.1.1 and</p> <p>19.1.2 Shall not offer, promise, give, accept, or make a commitment to receive financial or other benefits, directly or indirectly through third parties, to or for the benefit of:</p> <p>(a) Any government official, political party, member of a political party, or candidate for a political party; or</p> <p>(b) Any manager, director, employee, agent or representative of an individual or legal entity for the purpose of inciting or rewarding so that measures are taken or are not taken with respect to that individual or legal entity or its business, irrespective of whether such payment, gift, promise, or advantage violates any applicable law.</p> <p>19.2 The Seller undertakes to keep accurate, precise, and complete accounts of all transactions related to the Company's purchase of Goods in such a manner as to comply with applicable accounting laws and undertakes to archive the books and accounts for a period of at least seven years after the period to which they relate.</p> <p>20. MISCELLANEOUS</p> <p>Any other remedies of the Company under these GSCs do not prejudice other rights or remedies available to the Company under these GSCs or otherwise. If any provision of these GSCs is determined by a tribunal, court, or administrative body with jurisdiction to be illegal, void, unenforceable, in whole or in part, it shall be considered severable from the other provisions of these GSCs and the remaining provisions shall continue to be valid and produce their effects. That the Company does not require the performance of a provision of these GSCs or delays enforcing it may not be considered as a waiver of the rights available to it under these GSCs. Any waiver by the Company of rights resulting from a violation or breach of the provisions of these GSCs shall not be construed as a waiver of rights resulting from a violation or subsequent breach of these GSCs and shall in no way affect the other provisions of these GSCs. The parties to the agreement incorporating these GSCs do not intend that the provisions thereof be applicable by other Contracts entered into with persons who are not parties to the contract in question.</p>
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