

	Document name: 20170317_GTP Sweden Original_EN_final	Document Owner: BLCO
DMS section: 1-C-TL-LEG-01161197	Recipients:	Confidentiality level:

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

1.1. These general terms and conditions of purchase (the “**GTP**”) govern the contractual relationships between:

(a) Eurofins, which means all companies in the Eurofins group, owned wholly or partially by Eurofins Scientific S.E., existing under the law of Luxembourg, having its registered office at 23 Val Fleuri, L-1526 Luxembourg, registered with the *Registre de Commerce et des Sociétés, Luxembourg* (Luxembourg Trade and Companies Register) under number B121155 (“**Eurofins**”); and

(b) its suppliers and/or service providers (individually the “**Supplier**”).

They apply (i) to any and all purchase of goods and/or equipment (the “**Products**”) from the Supplier by Eurofins and/or (ii) to any and all provision of services (the “**Services**”) by the Supplier to Eurofins (the Services and the Products, being hereafter defined as the “**Articles**”).

1.2. Contingent on the Supplier being provided by Eurofins with these GTP, these GTP govern all contractual relationships between Eurofins and the Supplier as of the date on which the Supplier:

- has executed them for acknowledgement;
- is deemed to have accepted them by beginning or continuing (i) the provision of the Services and/or (ii) the supply of the Products.

1.3. The GTP may only be waived, altered, amended or modified:

(a) by specific terms and conditions of purchase of Eurofins (the “**STP**” – reference is expressly made to the following STP: i.) STP - Search Services (Appendix 1); ii.) STP – Services (Appendix 2)) which will apply as of the date on which the Supplier:

- has executed them for acknowledgement; or
- is deemed to have accepted them by beginning or continuing (i) the provision of the Services and/or (ii) the supply of the Products.

(b) in a written frame-agreement signed by an authorized representative of Eurofins and the Supplier, that shall expressly specify that it prevails over these GTP and /or the STP, if any, failing which these GTP and the STP, if any, will remain in force and will prevail over this agreement.

1.4. The GTP, the STP, and the frame-agreement, if any, shall be an integral part of the whole agreement between the parties (the “**Agreement**”).

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2. Priority

2.1. The Supplier and Eurofins expressly agree that the provisions of these GTP and the STP, if any, take precedence over any Supplier terms and conditions. Therefore, notwithstanding any clause to the contrary in the general terms and conditions of sale of the Supplier, or in any other document issued by the Supplier, the Supplier by accepting the GTP and the STP, if any, or being deemed to have accepted them (as per Clause 1), waives any clause of its general terms and conditions which could be regarded as conflicting terms and conditions and/or contrary or inconsistent with any provisions of the GTP and/or of the STP, and more specifically provisions related to:

- the formation of the Agreement;
- the termination of the Agreement;
- the price;
- the invoicing;
- the delivery;
- the warranty against nonconformity and/or defects;
- the indemnification and liability; and
- the confidentiality.

3. Information / Conclusion / Modifications

3.1. The Supplier undertakes to provide Eurofins forthwith with all relevant information to enable Eurofins to give its free and informed consent to the establishment or amendment of the contractual relationship between the parties (the “**Relevant Information**”).

The Supplier shall also draw the attention of Eurofins forthwith to (i) any discrepancy or inconsistency between (a) the GTP and the STP, if any and (b) any provisions of any mandatory law or regulation applicable to the sale of the Products and/or the provision of the Services as well as (ii) any inapplicability, illegality and/or potential unenforceability of the provisions of the GTP and the STP, if any (the “**Legal Relevant Information**” and together with the Relevant Information, the “**Information**”).

3.2. The agreement between Eurofins and the Supplier will be concluded, or amended, once Eurofins has expressed its consent in writing to the conclusion or amendment. All Information shall have been provided to Eurofins by the Supplier on the date of the written consent given by Eurofins, failing which, Eurofins will be entitled to claim for damages and/or termination and/or nullity or voidness of the agreement.

Without prejudice to the provisions of these GTP or the STP, if any, to be valid, any order, agreement, instructions, offer and notice must be executed by an authorized representative of Eurofins.

3.3. Any consent given by Eurofins is conditional on the Supplier’s agreement that any additional or different terms in the Supplier’s order acknowledgement, invoices, order confirmation, quotations and other communications are material alterations and, irrespective of the timing, shall not form a part of the agreement between the parties.

3.4. Eurofins' failure to object to conflicting, contrary or additional terms and conditions shall not be deemed as an acceptance by Eurofins of such terms and conditions or a waiver of the provisions hereof.

4. Duration

Agreements may:

- be of instantaneous performance (the "**Instantaneous Performance Agreements**");
or
- provide for performance successively or in instalments (the "**Successive Performance Agreements**").

Successive Performance Agreements with a fixed term period will be automatically renewed at the end of the initial period for further successive periods of one (1) year each.

5. Price / Invoicing / Payment

5.1. Prices

- 5.1.1. Prices are fixed prices excluding VAT.
- 5.1.2. No cost can be charged to Eurofins for quotations, samples, trial shipments and specimen materials.
- 5.1.3. Prices shall include all costs in relation with the execution of the Agreement as well as any applicable taxes and/or duties and cover payment for all deliveries and services assigned to the Supplier (including notably the costs of preparing and packaging for shipment and the shipment costs).
- 5.1.4. Any additional costs of whatsoever nature require the prior written consent of Eurofins.
- 5.1.5. No advance payment will be made by Eurofins.
- 5.1.6. Where the total price of the Articles depends on time spent by the Supplier, the Supplier will offer its services under the form of either a non-revisable all-inclusive price or of a maximum number of hours or units at a non-revisable hourly rate or unit rate.
- 5.1.7. Without prejudice to the previous provisions, Eurofins shall immediately benefit from price-cutting implemented by the Supplier prior to the date of delivery of the Article.
- 5.1.8. If at any time during the Agreement, it comes to Eurofins' attention that a lower price was or is being charged by the Supplier, its affiliates or by any company related/associated to the Supplier worldwide, to any company related/associated to Eurofins, for a similar or identical Article under similar or identical circumstances, this price will henceforth also apply to Eurofins.
- 5.1.9. Without prejudice to other provisions of the GTP or the Agreement, changes of price, fees or rates as well as any change in the terms of payment (the "**Change**") shall only apply to Successive Performance Agreements as of the first of January of each year (the "**Effective Date**") provided that:

- the Supplier had informed Eurofins of the proposed Change by means of registered letter with acknowledgement of receipt that has been received by Eurofins at least three (3) months prior to the Effective Date; and
- if Eurofins agreed to the Change prior to the Effective Date.

5.2. Invoices

- 5.2.1. All invoices must be sent to Eurofins at the address specified in the Agreement, except as otherwise indicated in writing by Eurofins.
- 5.2.2. Each invoice will, at minimum, mention an invoice number, invoice date, Supplier's remittance address, offer/order number, description of the Products/Services, quantity, unit price, total price, Eurofins' VAT number and the VAT number of the Supplier, if any.
- 5.2.3. The Supplier shall issue invoices only after the delivery of the Products or the performance of the Services, except as otherwise agreed in writing between Eurofins and the Supplier.

5.3. Payment.

- 5.3.1. Payment shall be made seventy five (75) days net or sixty (60) days end of month, after receipt of an acceptable invoice from Supplier, within the meaning of Clause 5.2.
- 5.3.2. Eurofins' records will constitute sufficient proof of such payment, unless the Supplier is able to provide evidence to the contrary.
- 5.3.3. The Supplier hereby accepts that Eurofins may offset any sums due from the Supplier against any sums Eurofins owes to the Supplier.

6. Packaging - Delivery – Delay – Shipment - Insurance

6.1. Packaging

- 6.1.1. The Articles shall be correctly and sufficiently packed, in an appropriate packaging and the Supplier will be responsible for any loss or damages, as well as for any missing Articles arising from an inappropriate or improper packaging, labelling or marking.
- 6.1.2. The Supplier shall, at its expense, obtain all necessary custom clearance, export licenses, approvals and authorizations required to ship and/or import or export the Articles.

6.2. Delivery

- 6.2.1. All Articles shall be delivered in accordance with the terms and place of delivery agreed or specified in writing by Eurofins.
- 6.2.2. All Articles are provided with and accompanied by all information and instructions necessary for proper and safe use, including all information, documents and instructions required under any applicable law or regulation, as the case may be.

- 6.2.3. In the case of delivery of hazardous materials within the meaning of Directive 2001/58/EC of 27 July 2001, product information - particularly current EC safety data sheets in French or English - shall be sent to Eurofins in due time prior to delivery. The same applies to information on marketing restrictions required by law. The stipulations laid down in applicable laws and regulations on the carriage of hazardous goods shall be complied with.
- 6.2.4. Use of materials, which are carcinogenic, toxic to reproduction or mutagenic, shall be generally avoided. If deviations there from are necessary, Eurofins shall be informed in writing prior to delivery/use. Protective measures resulting from this shall be jointly agreed upon.
- 6.2.5. More generally, where the Articles incorporate or contain chemicals or dangerous hazardous goods or substances, they shall be accompanied by written and detailed specifications of the composition and characteristics of such goods or substances and all laws, regulations and other requirements relating to such goods or substances in order to enable Eurofins to transport, store, process, use and dispose of such Products properly and in a safe manner.

In the event of instruments, equipment and processes involving the use of chemicals in the form of raw materials and/or consumables, the Supplier will provide Eurofins with "data safety"-sheets at the time of delivery.

- 6.2.6. All Articles shall be delivered strictly in accordance with Eurofins' delivery schedule specified in the Agreement.

The Supplier shall immediately notify Eurofins, in writing, of any circumstances known or suspected that may cause a delay in delivery, stating the estimated period of delay.

- 6.2.7. If the Supplier fails to meet the delivery schedule, Eurofins, without limiting its other remedies, may use express delivery courier services and the difference between the express delivery courier services and the original transportation costs shall be paid by the Supplier.

The failure to meet the delivery schedule is an Event of Default (as defined hereinafter) justifying a termination of the Agreement by Eurofins.

- 6.2.8. The Supplier shall not make material commitments or production arrangements in excess of the amount, or in advance of the time necessary, to meet the delivery schedule and, unless otherwise specified in the Agreement, no deliveries shall be made in advance of the delivery schedule.

At Eurofins' sole discretion, early shipments may be returned at the Supplier's risk and expenses. Eurofins reserves the right to keep the Articles shipped ahead of schedule and make payment as if the delivery was made per the delivery schedule.

6.3. Shipment

- 6.3.1. Shipment will be performed by the means and company agreed in the framework of the Agreement.
- 6.3.2. Unless otherwise agreed in the Agreement, the shipment costs must be included in the price.

- 6.3.3. In the event it was agreed that the shipment costs are borne by Eurofins, such shipment costs will be reimbursed to the Supplier only on the basis of a receipt invoice.
- 6.3.4. The shipment of the Articles is at the Supplier's sole risk.

6.4. Insurance

- 6.4.1. The Supplier undertakes to subscribe at its own expense to all necessary insurance in order to cover the liability it incurs in relation with the performance of the Agreement regarding physical injuries, material and consequential damage.
- 6.4.2. The Supplier undertakes to provide Eurofins upon demand with any document evidencing the subscription to the aforementioned insurance.
- 6.4.3. In any event, the Supplier shall provide Eurofins upon demand with any document evidencing the subscription to an insurance covering the Articles until their delivery to the agreed place of delivery.

7. Transfer of title and transfer of risks

- 7.1. Unless otherwise provided in the Agreement, title to the Articles shall pass to Eurofins only upon receipt by Eurofins of the Products and/or at the completion of the performance of the Services at the agreed place of delivery (the "**Transfer of Title**").
- 7.2. All Products shall be free from any and all liens and encumbrances.
- 7.3. The risks are transferred to Eurofins at the same time as the Transfer of Title.

8. Relationship of the parties

The relationship of Supplier to Eurofins shall be that of an independent contractor, and nothing herein contained shall be construed as creating any employer/employee relationship, partnership, joint venture, agency, or other relationship of any kind. The Supplier's employees, agents and representatives (hereinafter collectively "**Employees**") performing services under this Agreement shall at all times be under the Supplier's direction and control. Supplier shall pay all wages, salaries, and other amounts due its Employees in connection with performance under this Agreement, and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting.

9. Conformity

- 9.1. The Supplier warrants to Eurofins (the "**Warranty of Conformity**") that all Articles, including the packaging and the labelling:
- conform to the Supplier's specifications, designs, drawings, samples, symbols or other description;
 - conform to the specifications, drawings, samples, symbols or other description specified by Eurofins in the Agreement, if any;

- conform to all applicable laws and/or regulations; in particular, the Supplier warrants that all materials with CE approval requirements or other relevant requirements will comply with such requirements, in evidence of which, the materials will bear the CE approval mark;
- are fit and suitable for the purpose intended; and
- are free from any defects.

- 9.2. In the event of nonconforming Articles, Eurofins shall notify such nonconformity to the Supplier within three (3) months from the receipt of the Articles by Eurofins by any means of communication.
- 9.3. The Supplier shall within ten (10) calendar days from the receipt of the nonconformity notice replace at no cost to Eurofins all nonconforming Articles.
- 9.4. All risk and transportation charges for return and redelivery shall be borne by Supplier.
- 9.5. Eurofins is also entitled, at its sole discretion, to terminate the Agreement and claim for the refund of the nonconforming Articles, as the case may be.
- 9.6. The Supplier will reimburse Eurofins for all costs, expenses and damages incurred by Eurofins as a result of such nonconformity.
- 9.7. The Warranty of Conformity is in addition to all other warranties specified herein, and in particular the Additional Warranty (as defined hereinafter), or in the Agreement or implied by law and shall survive acceptance and payment.
- 9.8. If the Supplier fails to accept return of nonconforming Articles or fails promptly to replace the nonconforming Articles, Eurofins, without limiting its other rights, may, at Supplier's expense, replace, correct or repair the nonconforming Articles.

10. Additional Warranties

- 10.1. The Supplier grants an additional warranty on the Articles (the “**Additional Warranty**”) for a period of at least two (2) years starting on the delivery date (the “**Additional Warranty Period**”).

During the Additional Warranty Period, the Supplier undertakes to repair or exchange the Articles in the event of malfunction, mistake, latent or apparent defect, or failure of proper operation.

In the event any Article being inoperable during the warranty period for forty-eight (48) hours or more the warranty period shall be extended for the duration of the inoperability of the Articles.

- 10.2. In any event, the Supplier will be liable for, and will bear all direct and indirect financial consequences of, any damages of whatsoever nature to persons and/or properties, as well as taking all appropriate actions required by any public authority or on a voluntary basis and regardless of the motivation, i.e. latent defect, nonconformity to a legal provision or regulation, safety defect, etc.
- 10.3. The Supplier also warrants the continued availability to Eurofins of materials, components and spare parts at normal market prices or an equivalent or better product (at the same price as the Product initially ordered) for a period of ten (10) years as from the delivery of the Articles.

10.4. If Eurofins has grounds for considering an employee of the Supplier or a third party retained by the Supplier to be unsuitable, the Supplier undertakes to replace such person as soon as possible.

The costs relating to the replacement's learning curve, up to a maximum of 15 working days, will be borne by the Supplier.

11. Compliance with applicable laws and regulations

The Products must comply with any applicable law and regulation without limitation (such list being not exhaustive) regarding:

- the quality, composition, labelling and presentation of the Products;
- applicable labour law; in particular, regarding children work;
- environmental laws and regulations.

12. Intellectual property rights

12.1. The Supplier guarantees that all required licenses in relation to the Articles are and shall remain valid and in full force and that the scope of such licenses shall properly cover the intended use of the Articles.

Such licenses shall include the right for Eurofins to transfer and to grant sublicenses.

12.2. The Supplier guarantees that the manufacture, delivery, sale and use of the Articles will not infringe any intellectual property rights (patents, trademarks, designs or other similar rights) of any third party. The Supplier further guarantees that Eurofins has the right to use and or reproduce pictures of the Articles on any medium, including his internet website.

The Supplier undertakes that it will, upon Eurofins request, at the Supplier's expense, defend or assist in the defense of any suit or action that may be brought against Eurofins for any infringement or claim thereof predicated upon the manufacture, delivery, use or resale of Supplier's products.

The Supplier further undertakes to hold Eurofins harmless from all loss, damages or liability which may be incurred by Eurofins on account of any infringement or alleged infringement of intellectual property rights of any third party arising out of the use or sale of the Articles.

13. Limitation of Liability / Indemnification

13.1. Unless otherwise provided in the Agreement, Eurofins, its directors, officers, agents and employees and its partners, shall only be liable:

- if the Supplier can demonstrate a direct and immediate loss or damage caused by Eurofins' wilful misconduct or intentional act within the framework of the Agreement; and
- if Eurofins has received written notice thereof no later than six (6) months after the Supplier's knowledge of the relevant claim.

13.2. In no event, Eurofins will be responsible towards the Supplier or third-parties for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or any indirect, incidental or consequential losses or damage.

13.3. In all events, (whether arising under contract, tort negligence, strict liability, though indemnification or otherwise), Eurofins' liability per claim, and the Supplier's exclusive remedy, with respect to this Agreement shall be limited to the lesser of:

- the direct and immediate loss or damage caused by Eurofins' wilful misconduct or intentional act; and
- Euro 50,000.

13.4. The Supplier shall hold harmless and unconditionally indemnify Eurofins, its directors, officers, agents and employees and its partners to the full extent of any liability, loss, cost, claim, damage or expense including, but not limited to, reasonable attorneys' fees for the defense of all liabilities, costs, claims, damages and expenses by reason of any alleged or actual property damage or personal injury arising out of, as a result of, or in connection with the work performed and/or the Products supplied under the Agreement and due to any act or omission of the Supplier or its employees, agents, subcontractors.

14. Force majeure

14.1. Neither party shall be responsible for delays in delivery or performance because of intervention of a Force Majeure event within the meaning of Finish law.

14.2. In no event shall lack of finances be considered as a cause beyond the control of a party.

14.3. The party affected by the Force Majeure event shall give prompt notice thereof and, upon cessation of the Force Majeure event, take all reasonable actions to resume compliance with its obligations. If a delay in delivery or performance extends beyond sixty (60) calendar days, then either party may terminate the Agreement.

15. Confidentiality

15.1. In this clause, Confidential Information means all information including, without limitation, Eurofins' business and IP rights (including, without limitation, information relating to Eurofins' technology, clients, business plans, promotional and marketing activities, finances and other business affairs, trademarks, patents, drawing, etc.), the existence and content of the Agreement (including the GTP, the STP, if any, and the Agreement), and any information which is designated by Eurofins as confidential.

15.2. The Supplier shall not, either during the performance of the Agreement and for a period of 5 years subsequent to its termination, without Eurofins' express, prior written permission, use or disclose Confidential Information to any third party or to any of the Supplier's employees, agents or sub-contractors except where strictly required for the sole purpose of the performance of Supplier's duties under the Agreement or in the event the Supplier is obliged to disclose Confidential Information pursuant to the provisions of the applicable law, a court order or a legitimate request from the relevant authorities.

15.3. The Supplier shall not, without the prior written consent of Eurofins, in any manner advertise or publish or issue any news release or make any public announcement or deny or confirm the fact that Supplier has sold or contracted to sell the Articles to Eurofins.

15.4. The Supplier will be liable for any direct and indirect loss or damages arising out of an unauthorised disclosure of any Confidential Information by its employees, agents and sub-contractors.

16. Termination of the Agreement

16.1. Termination without cause by Eurofins

16.1.1. Except as otherwise provided herein, the Agreement may be terminated by each of the parties at any time and without cause, by sending to the other party a written notice of termination by registered letter with acknowledgement of receipt within a reasonable notice period, which cannot exceed three (3) months.

16.1.2. By way of exception, the parties may terminate Successive Performance Agreements with a fixed term period, only effective on their stated terms by registered letter with acknowledgement of receipt that shall be received by the other party at least three (3) months prior to the term of this period.

16.1.3. Upon receipt of such written notice from Eurofins, the Supplier agrees to stop all or part of the work relating to the Agreement to the extent specified in the notice.

16.1.4. In the event the Agreement is terminated by Eurofins, the Supplier is entitled to receive payment for the Products delivered and/or of the Services performed at the price agreed in the Agreement (the "**Last Payment**") until the end of the notice period.

If the Last Payment is not determinable, Eurofins and the Supplier will agree upon an equitable adjustment of the price, provided that:

- such adjustment shall not exceed the total price agreed under the Agreement; and
- no amount will be allowed for anticipated profit for performance not rendered.

16.1.5. The Supplier will not be entitled to claim for any damages against Eurofins in the event of termination of the Agreement.

16.2. Termination with immediate effect

16.2.1. Immediate termination

Without prejudice of the above provisions as well as the provisions of Finish laws, each of the parties may terminate in whole or in part the Agreement with immediate effect and without incurring any liability in the event of the occurrence of an Event of Default (as defined hereinafter).

16.2.2. Event of Default

The following events constitute events of default:

- breach of any provision of the Agreement arising out of a serious or wilful misconduct by one of the parties;
- breach by one of the parties of a substantial provision of the Agreement (such as, without limitation, the failure of the Supplier to deliver the Products or perform the

- Services within the time specified in the Agreement, breach of the confidentiality clause, IP rights clause, breach of the conformity and warranty clauses, etc.);
- the Supplier is in breach of a non-substantial provision of the Agreement and, having been given written notice by Eurofins to remedy the default or failure, the default or failure is not or cannot be cured within thirty (30) calendar days;
 - the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
 - one of the parties ceases to conduct its operations in the normal course of business, including the inability to meet its obligations as they mature, or if any proceeding under any applicable bankruptcy or insolvency laws is brought by or against the Supplier, or a receiver/trustee for the Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by the Supplier;

(each of these events being individually an “**Event of Default**”).

17. Amendments and modifications

Any amendments and modifications to the GTP and/or to the Agreement are subject to the written approval of the parties.

18. Assignment

The Supplier shall not assign the Agreement or any of its rights under the Agreement without the prior written consent of Eurofins.

19. Remedies and waivers

No failure by Eurofins to exercise, nor any delay by Eurofins, in exercising, any right or remedy hereunder, shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

20. Partial invalidity, illegality or unenforceability

The invalidity, illegality or unenforceability of any provision of the GTP and/or of the Agreement shall not affect the continuation in force of the remainder of the GTP and the Agreement.

21. Notices

21.1. Unless otherwise specified in the Agreement, each demand, notice or other communication to be made hereunder shall:

- be made in writing in the English language; and
- be made to the following address:
 - **Eurofins:**
Eurofins NSC Finland
Survontie 9 D
40500 Jyväskylä
FINLAND
Attention: Purchasing department

- **Supplier:** Supplier's address is as appears in the Agreement.
- be deemed duly served if left at, or sent by registered letter with acknowledgement of receipt, or recorded delivery post, or full rate cable or telegram or telex or facsimile transmission or other means of communication in permanent written form to the address mentioned above to be served, or if served by post on the third day (not being a business day) following the day of mailing.

22. Applicable law / jurisdiction

- 22.1. Unless otherwise provided in the STP or otherwise agreed in writing between the parties, the Agreement is governed by, and shall be construed in accordance with, Finish law. The application of the Vienna Convention on international sale of goods is expressly excluded.
- 22.2. The Supplier agrees that, unless otherwise provided in the Agreement, the courts of Finland shall have exclusive jurisdiction to settle any dispute, which may arise out of, or in connection with, the GTP and/or the Agreement and that accordingly any proceeding, suit or legal action arising out of, or in connection with, the GTP and/or the Agreement may be brought in such courts.
- 22.3. If the parties agree to arbitration, it will be conducted in accordance with the regulations of the Arbitration Institute of the Stockholm Chamber of Commerce.

23. Miscellaneous

The Articles sold by the Supplier to Eurofins shall have the lowest environmental (during their entire life cycle) and the most positive social (no child labour, occupational health and safety, regulatory compliance) impact.

Executed by Eurofins

In
on _____

Eurofins
Name : _____
Title : _____

**Executed by the Supplier
For Acceptance and Acknowledgement**

On _____

By : _____
Name : _____
Title : _____