

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
OF
AXALTA COATING SYSTEMS GROUP COMPANIES ("Axalta")**



- 1 GENERAL**
- 1.1 These General Terms and Conditions for the Purchase of Goods and Services ("Conditions of Purchase") shall apply exclusively. Axalta does not accept any terms and conditions of Supplier, which conflict with or differ from these Conditions of Purchase unless Axalta expressly agree to their applicability. The acknowledgement or execution of Axalta's order shall be regarded as consent to these Conditions of Purchase.
- 1.2 These Conditions of Purchase in their latest version shall also apply to all future business with Supplier. Any amendment or addition to Axalta's specification of Goods or description of Services requires Axalta's express prior written consent.
- 1.3 Any amendment or addition to these Conditions of Purchase and all other agreements concluded by Axalta and Supplier shall be binding only if agreed upon in writing.
- 1.4 If these Conditions of Purchase are issued in connection with a purchase order pursuant to an existing agreement between Axalta and Supplier ("Existing Agreement") and the purchase order specifies that it is issued pursuant to the Existing Agreement, then the provisions of the Existing Agreement will supersede any conflicting provisions of these Conditions of Purchase.
- 1.5 Oral agreements or assurances made by Axalta before the conclusion of the Agreement are legally not binding. Such oral agreements or assurances shall be replaced by the Agreement. Only if the oral agreements or assurances expressly indicate that they are intended to remain binding or confirmed in writing by Axalta, the above provision shall not apply.
- 1.6 References included in these Conditions of Purchase to Clauses are references to clauses of these Conditions of Purchase, unless otherwise indicated.
- 1.7 Unless otherwise indicated on the Purchase Order, all Incoterms utilized by Axalta are in accordance with Incoterms 2020.
- 2 SUPPLIER'S OFFER**
- 2.1 Supplier's offers and price quotes shall not create any obligations to Axalta.
- 2.2 Supplier's offers and price quotes shall not be remunerated by Axalta and must be prepared and submitted free of charge for Axalta.
- 3 PURCHASE ORDER AND ACCEPTANCE**
- 3.1 Supplier must confirm in writing each purchase order or amended purchase order of Axalta.
- 3.2 The execution of the purchase order by Supplier shall be deemed as an express acceptance by Supplier.
- 3.3 In all correspondence concerning the purchase order Supplier must indicate the complete purchase order number and Axalta's reference.
- 4 DELIVERY DATES AND CHANGES IN THE DELIVERY**
- 4.1 Supplier must comply with the agreed dates of delivery or dates of provision of Services. To comply with this provision, Goods must be delivered free from defects within regular business hours to the place of destination and Services must be duly carried out as specified in the Agreement. In a formal acceptance required by statutory rules or specified in the Agreement, the time specified for such an acceptance shall be applicable for the compliance with this provision. Advance or partial deliveries / Services require Axalta's prior written consent.
- 4.2 Should Supplier not be able to fulfill its contractual obligations in whole or in part, or not within the stipulated timeframe, it must immediately notify Axalta in writing indicating the reasons for delay and the projected duration of the delay. Any receipt of deliveries / Services does not constitute an acceptance of the shipment or a waiver of any rights or claims.
- 4.3 Any changes to the Goods to be delivered or Services to be provided require the prior written consent of Axalta.
- 4.4 In case of default in delivery Axalta is entitled to claim damages instead of performance after the unsuccessful expiration of an adequate period of grace.
- 5 DELIVERY, PACKAGING AND MARKING**
- 5.1 The delivery shall be accompanied by all necessary shipping documents and all other agreed documents.
- 5.2 In case of third country deliveries (Imports), Supplier shall provide Axalta with all documents and information necessary for a complete import declaration to authorities responsible for customs clearance, as required in the statutory rules of the country of import.
- 5.3 Supplier shall rule out transport damage through proper loading and suitable packaging of the Goods. Shipping documents shall bear Axalta's order, call-off and material numbers, Supplier's quality control number, the gross, tare and net weights and/or quantities, all other information or labels separately demanded by Axalta and, if appropriate, the date by which the Goods are to be used. Packaging shall be labelled in compliance with applicable statutory rules. This relates in particular to labelling as a hazardous substance or dangerous preparation, compliance with the CE standards, and labelling according to the respective actual dangerous goods regulations.
- 5.4 Packing material shall not be separately invoiced to Axalta. Supplier shall treat waste packaging in accordance with statutory rules. Supplier shall pick up and dispose at its expense packaging for transport and any other packaging.
- 6 DOCUMENTS**
- 6.1 Goods delivered by Supplier shall be accompanied by the necessary operating and maintenance manuals.
- 6.2 Goods delivered by Supplier shall be accompanied by the proper safety datasheets. If requested by Axalta, test certificates documenting compliance with the specifications, analysis certificates, quality certificates, risk analyses, declaration of conformity for CE-certification according to the applicable EU-directive, as well as works certificates, technical and other information, which is necessary to meet the requirements of specification concerning the handling of Goods shall be provided by Supplier free of charge upon delivery or any other time indicated by Axalta.
- 6.3 If no special requests have been made by Axalta, the information required under all applicable national and international rules and regulations shall be provided by Supplier.
- 7 INVOICING AND PAYMENT**
- 7.1 Supplier shall submit an original invoice in duplicate to Axalta. The invoice shall comply with all applicable statutory rules and details of the purchase order with respect to description of Goods or Services, agreed upon prices, volume as well as payment and delivery conditions. The invoice shall be addressed to the company address, for the attention of the Accounting Department as quoted in the purchase order. The invoice shall always include the following minimum information: order and call-off number; material/part number; position number and description; Intrastat number of each product; unit price; invoice total; statutory value added tax to be separately specified; shipping document number (B/L/CMR/etc.); name of purchaser; extra charges, if applicable, to be separately specified; purchaser's and supplier's VAT identification number.
- 7.2 Goods delivered or Services rendered shall be paid within the payment term faced on the purchase order upon receipt of a proper invoice and receipt of all documents owed. Any cash discount granted will also be calculated with reference to the date on which Axalta receives a proper invoice. Payments by Axalta shall not be deemed as an acceptance of the conditions and prices stated in the invoice and shall not constitute a waiver of Axalta's rights with regard to deliveries made or Services provided that differed from those as agreed upon.
- 7.3 Axalta shall have the right to set off its own claims and to assert a right of retention.
- 8 WARRANTIES**
- 8.1 Supplier warrants that the Goods delivered or Services rendered are in compliance with the agreed upon specifications, standards and characteristics, respectively that the Goods or Services are fit for the use specified in the Agreement or otherwise, that they are fit for the ordinary use and that their quality is such as is usual in goods of the same kind and can be expected by virtue of its nature. The Goods shall be in compliance with all applicable statutory and regulatory provisions, as well as with all respectively applicable safety requirements and rules for occupational health and safety and accident prevention. If applicable Goods shall be CE marked. If the contracting Parties have agreed that the Goods shall correspond to particular samples, the quality and features of the sample shall be considered contractually owed.
- 8.2 At Axalta's request Supplier shall, at no extra cost, provide a test or works certificate or an analysis report whereby Supplier confirms that the Goods delivered, or Services rendered are in compliance with the product specifications.
- 8.3 Supplier shall inform Axalta in due time in advance and in writing of any change of its suppliers and/or in the production process, raw materials and other materials for the Goods and of changes in proceedings and facilities for inspecting the Goods or of other quality assurance measures to enable Axalta to examine possible adverse effects together with the Supplier.
- 8.4 Further Axalta shall be informed if Goods are perishable or shall be used by a certain date, or if Goods shall be stored under certain conditions.
- 8.5 In case of delivery of defective Goods, inadequate Services, incorrect pricing, or if other contractual terms contained in Axalta's purchase order or the annexes thereto are violated, Axalta is entitled to demand as supplementary performance, at Axalta's option, the removal of the defect or the supply of non-defective Goods. The supplementary performance is deemed to have failed after two unsuccessful attempts. All further rights that Axalta may have shall remain unaffected.
- 8.6 If samples taken from a delivery are defective, Axalta shall be entitled to assert claims with respect to the entire shipment. In case of rejection of Goods, the purchase price already paid shall be promptly refunded to Axalta.
- 8.7 Without prejudice to other rights, Axalta itself is entitled to take remedial action or have such work done by third parties. Full costs of such remediation shall be borne by Supplier. In the case of minor defects (costs up to 10 (ten) % of the order value), Axalta shall be entitled to remedy the defects or have them remedied at Supplier's expense without agreement. Axalta also has a right to remedy defects themselves to prevent any danger to operating safety as well as disproportionately high damage to Axalta or third parties.
- 9 SUBCONTRACTORS**
- Supplier may not appoint any subcontractors or other third parties ("Subcontractors") to perform under the Agreement without Axalta's prior written consent. Supplier shall provide upon request a list of all Subcontractors Supplier intends to use to perform under the Agreement. Axalta maintains the right, in its sole discretion, to reject any Subcontractor or individual employee of a proposed Subcontractor. Notwithstanding the appointment of Subcontractors upon Axalta's prior written consent, Supplier remains responsible and liable for the due performance and shall ensure that Subcontractors likewise duly perform. In case Supplier uses any Subcontractor upon the prior approval of Axalta, Supplier will be fully responsible for any acts or defaults of such Subcontractor, its employees and agents as if they were the acts or defaults of Supplier. Supplier shall, immediately following notification from Axalta to do so, cease using any particular Subcontractor(s).
- 10 GENERAL LIABILITY AND INSURANCE**
- 10.1 Otherwise established in these Conditions of Purchase, Supplier shall be liable as per the statutory rules.
- 10.2 Supplier shall maintain sufficient liability insurance at its own expense for any damage for which Supplier or its Subcontractors could be responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to Axalta upon request. Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.
- 11 INSPECTION OF THE GOODS**
- 11.1 Axalta will notify Supplier about any visible non-compliance with the ordered quantities and specifications, transport damages or defects within 14 (fourteen) days after delivery. For any hidden non-compliance with the ordered quantities and specifications, transport damages or defects, which only become apparent at a later point of time, Axalta will notify Supplier within 14 (fourteen) days after their discovery. If Supplier considers further testing by Axalta to be required, Supplier shall inform Axalta without delay. Such testing needs to be accepted by Axalta in writing. In relation to Supplier, Axalta assumes no further testing and reporting duties. Any receipt of the delivered Goods, processing, payment and further orders do not constitute an acceptance of the shipment or a waiver of defect-based claims.
- 11.2 Axalta is entitled to inspect the Goods prior to shipment, including all of Supplier's documents relating thereto, to determine their compliance with the product specifications. These inspections shall not release Supplier from its liability; they neither constitute acceptance of the Goods as in compliance with the Agreement. At Axalta's request, Supplier shall allow Axalta upon prior notification to inspect the production of the Goods in Supplier's or Supplier's Subcontractor's production plant, particularly with respect to compliance with applicable quality assurance agreements.
- 12 PASSING OF TITLE**
- 12.1 Title to the Goods and the risk of loss shall pass to Axalta upon full payment. Any extended and prolonged retention of title by Supplier is excluded. Supplier permits the use of the Goods by Axalta in its production process prior to the transfer of title.
- 12.2 Goods made by Supplier with material provided by Axalta, shall be owned by Axalta in every state of production. The same shall apply to Goods made entirely or partially at Axalta expenses and/or with production tools paid by Axalta, even if only partially. In this case Goods owned by Axalta shall be stored separately, carefully and free of charge and may be used only under Axalta's purchase order.
- 13 COMPLIANCE, SAFETY, HEALTH AND ENVIRONMENTAL PROTECTION**
- 13.1 Supplier warrants to comply with all applicable local, national, and international statutory laws, regulations, directives and other official requirements, such as safety standards and guidelines of public authorities, trade associations and professional associations as well as any applicable safety, workers' protection and health and environmental regulations and to obtain all necessary permits required to fulfill its obligations under the Agreement.
- 13.2 Supplier warrants that all components and materials included in the Goods comply at all times and cumulatively with all statutory and official requirements relating to constituent substances, chemical work and material safety and environmental protection applicable at the place of the relevant Supplier plant and at the place of business of Supplier (if deviating from the place of the plant) and at the place of business of Axalta.
- 13.3 Supplier shall inform Axalta without undue delay in case Supplier becomes aware of or assumes that Goods do not comply with the requirements set out in Clause 13.2.
- 13.4 Supplier warrants to comply with the Axalta Conflict Minerals Policy, the Axalta EMEA Supplier Directives and the Axalta Supplier Code of Conduct, which are either available at https://www.axalta.com/corporate/en_US/sustainability/working-with-suppliers.html or which will be provided to Supplier upon request.
- 13.5 Failure to comply with Supplier's obligations under this Clause 13 shall entitle Axalta to rescind the Agreement. Further rights shall remain unaffected.
- 14 REACH REGULATION**
- 14.1 Supplier shall not deliver any chemical substance, material or product not specifically included in the Material Safety Data Sheet or any similar material document, unless otherwise agreed to in writing by Axalta.
- 14.2 Supplier certifies that all chemical substances subject to the Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) which Supplier supplies to Axalta (including substances which supplier does not make or import) have been or will be correctly submitted for pre-registration and registration to the European Chemicals Agency according to statutory registration deadlines for substances under REACH and applicable regulations, or certifies that such registration is not necessary as a result of an exemption.
- 14.3 Supplier shall inform Axalta in advance of any REACH restriction (including substances being subject to authorisation: "SVHC" (Substances of Very High Concern) governing the use and disposal of substances supplied hereunder, including, but not limited to, any proposed or final amendment of the annexes to REACH concerning such restrictions.
- 15 CONFIDENTIALITY AND PUBLICATIONS**
- 15.1 The Parties shall keep confidential all documents, information and data furnished by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party") and which are made available to them or of which they gain knowledge on the basis of the co-operation under the Agreement ("Confidential Information"). This also applies to the existence and the content of the Agreement. The Parties shall treat the Confidential Information in the same way as its own confidential information, but at least with the due care of a prudent businessman. This obligation shall apply for ten years after the Agreement has terminated.
- 15.2 Any disclosure of Confidential Information to third parties, including but not limited to Subcontractors, requires the Disclosing Party's prior written consent. Disclosure of Confidential Information to employees of the Receiving Party is permitted only to the scope required for the performance of the obligations incumbent on the Parties under this Agreement. The Parties shall also impose the confidentiality undertaking that they have entered into on all persons or companies entrusted by the Parties with Confidential Information or performance under the Agreement.
- 15.3 The foregoing obligations shall not apply for information:
- which had been known to the Receiving Party before the latter received the same from the Disclosing Party;
 - which the Receiving Party developed itself independently without recourse to or use of the information of the Disclosing Party;
 - which the Receiving Party lawfully obtained from third parties who to the knowledge of the Receiving Party were not subject to any confidentiality undertaking vis-à-vis the Disclosing Party and such third parties in turn did not acquire the information through the infringement of protective provisions in favor of the Disclosing Party;
 - which became known to the Receiving Party without violation of these provisions or any other regulations on the protection of business secrets of the Disclosing Party or are or were publicly known; or
 - which the Receiving Party must disclose based on statutory, official or judicial order. In this case the Receiving Party shall inform the Disclosing Party prior to the disclosure and shall restrict as far as possible the scope of such disclosure.
- 15.4 The Confidential Information shall remain the property of the Disclosing Party and may be neither copied nor reproduced without the Disclosing Party's prior written consent unless this is imperative for the performance of the obligations incumbent on the Receiving Party under the Agreement. In the case of expiry or termination of the Agreement or within ten days upon Disclosing Party's receipt of a prior written request, the Confidential Information shall be returned to the Disclosing Party together with all copies thereof or the Receiving Party shall confirm that the Confidential Information has been destroyed. However, the Receiving Party may retain a copy of the Confidential Information for archiving purposes which it may only use or disclose by virtue of a statutory obligation or in the case of disputes arising in connection with the Agreement.
- 15.5 All publications in connection with the subject matter of the Agreement require the respective other Party's prior written consent.
- 16 DATA PROTECTION**
- 16.1 In connection with this Clause 16, the definitions in Article 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") apply.
- 16.2 The Parties agree to comply with its respective obligations under the applicable data protection laws and regulations including but not limited to the GDPR.
- 16.3 If the Supplier receives from Axalta in connection with the performance of the Agreement access to personal data or in any other manner and the processing is not carried out on behalf of Axalta, Supplier shall only be entitled to process personal data for the performance of the Agreement. Supplier shall not, except as permitted by applicable laws, process personal data otherwise, in particular disclose personal data to third parties and/or analyze such data for its own purpose and/or form a profile.
- 16.4 In the case that Supplier processes personal data or is requested during the performance of the Agreement to process personal data on behalf of Axalta and is therefore considered as data processor, the Parties agree to enter into a corresponding Data Privacy & Security Addendum ("DPSA") that defines the subject and duration of the processing, the type and purpose of the processing, the type of personal data and the categories of data subjects and the rights and obligations of the Parties.
- 16.5 In the case that data processing on behalf of Axalta subject to the rules of the GDPR, the DPSA must meet the mandatory requirements of Article 28 of the GDPR.
- 16.6 Supplier must implement appropriate technical and organizational measures that meet the requirements of the applicable data protection laws and regulations and in all cases guarantee the security of the personal data.
- 16.7 Supplier guarantees that the processing of personal data shall be performed exclusively in a member state of the European Union, in a convention state of the agreement on the European Economic Area or in a third country, which is determined by the European Commission with an appropriate level of protection.
- 16.8 Any transmission to third countries, which are not determined by the European Commission with an appropriate level of protection, requires the prior consent of Axalta in written or electronic form and must be in compliance with Articles 44 to 50 of the GDPR.
- 16.9 Supplier agrees not to start to process any personal data until it has complied with the requirements set forth in this Clause 16.

17 AUDIT

- 17.1 Upon 14 (fourteen) days prior notice, Axalta or any accountant nominated by Axalta shall have the right to audit Supplier in connection with the Agreement and has the right to audit, examine and inspect all or any portion of Supplier's books, records and documents or Axalta's property as Axalta may reasonably require for the purpose of verifying Supplier's compliance with its obligations under the Agreement. Such audit shall be made during the usual business hours.
- 17.2 Supplier shall provide competent personnel with sufficient knowledge of any books, documents and records and shall reasonably assist Axalta or the accountant during the audit.
- 17.3 The audit shall generally be conducted at Supplier's cost, except travelling and accommodation expenses of Axalta. If the audit reveals that Supplier is or has been in breach of obligations under the Agreement to the disadvantage of Axalta; in such case Supplier shall bear all costs including Axalta's expenses for travelling and accommodation for the audit.
- 17.4 If the audit reveals that Supplier is in breach of obligations under the Agreement, Supplier shall immediately take all actions reasonably necessary to remedy such breach and to be in full compliance with the obligations under the Agreement.

18 STATUTORY MINIMUM WAGES, EMPLOYEE ASSIGNMENT AND PROHIBITION ON ILLEGAL EMPLOYMENT

- 18.1 Supplier ensures that the employees used by the Supplier or its Subcontractors to perform the Agreement with Axalta receive the minimum wage as per the statutory rules. Supplier has also to ensure that binding obligations to pay contributions to social security carriers, employers liability insurance association and other institutions are fulfilled.
- 18.2 By choosing Subcontractors, Supplier ensures the fulfillment of the obligations set out in Clause 18.1 by the Subcontractors and requires them to provide written confirmation of compliance. Furthermore, Supplier shall obtain a written assurance from Subcontractors that they will require other third parties engaged by them to comply with these obligations.
- 18.3 Supplier indemnifies and holds Axalta harmless against any claims of any employee of Supplier or any employee of Subcontractors.
- 18.4 Further, Supplier is liable for any damage that Axalta suffers as a result of culpable non-compliance by Supplier with the obligations pursuant to Clauses 18.1 and 18.2.
- 18.5 Illegal employment of all kinds is prohibited.

19 INDEPENDENT CONTRACTOR

- Supplier and Subcontractors are independent contractors for all purposes in connection with the Agreement and are solely responsible for workers' safety, compensation, unemployment compensation, payroll taxes and all similar obligations affecting its employees. The Agreement is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed. No Supplier or Subcontractor employee shall be deemed to be an Axalta employee for any purpose. Nothing in the Agreement shall be deemed to constitute a partnership or joint venture between the Supplier and/or Subcontractors. Supplier and Subcontractors shall keep all necessary records and make all necessary payments with respect to its employees and the performance of the Agreement.

20 CONTAMINATION

- 20.1 Supplier acknowledges that Axalta is a manufacturer of coatings for the automotive industry and that the performance of Axalta's products, including its film-building and adhesion properties, can be significantly influenced by traces of surface-active materials, including silicone compounds, fluorinated materials, greases, oils and surfactants ("Contaminants").
- 20.2 Supplier represents, warrants and covenants that no Contaminants (or lubricants containing Contaminants) shall be introduced or used
- in the assembly, manufacture, fabrication, packaging or any other handling of goods; and/or
 - while performing services pursuant to this Agreement.
- 20.3 Further Supplier shall comply with Axalta's Supplier Contamination Awareness Program, if applicable, which Axalta will communicate to Supplier. If Supplier is uncertain as to whether a substance would be deemed a Contaminant or whether the level of a potential contamination by a Contaminant may affect the quality of Axalta products, Supplier shall contact Axalta for advice and approval prior using.
- 20.4 By choosing Subcontractors, Supplier ensures the fulfillment of the conditions set out in Clauses 20.1 to 20.3 by those Subcontractors and requires them to provide written confirmation of compliance.

21 QUALITY ASSURANCE

- Supplier and Subcontractors must establish and maintain an effective quality assurance program pursuant to ISO 9000 et seq. or comparable norms. On Axalta's request Supplier shall demonstrate the corresponding measures.

22 TERMINATION AND RESCISSION

- 22.1 Axalta's right to ordinary termination of the Agreement or to rescission from the Agreement shall be governed by statutory rules.
- 22.2 Is the Agreement a continuous obligation, it can be terminated without notice for good cause. Such good cause exists in particular, but not limited to, if:
- Supplier is in material breach of the Agreement, which is not remedied within a reasonable period of time defined by Axalta;
 - Supplier has not complied with its obligation to pay taxes and/or social security contributions;
 - Supplier becomes insolvent, an application to initiate insolvency proceedings against Supplier has been filed, any such application has been rejected due to lack of assets, any executions against Supplier have been fruitless or any execution measures have been initiated against Supplier which have not been cancelled within 1 (one) month (e.g. cancellation of seizure); or
 - a change of control in Supplier occurs.

23 INDEMNIFICATION

- 23.1 Supplier warrants that the delivery of Goods and/or the provision of the Services do not infringe any third party rights or violate any laws or regulations, that neither delivered Goods and/or provided Services are encumbered or subject to any rights in rem, and are generally free from any third party rights.
- 23.2 In case of a culpable breach by Supplier of its obligations according to Clause 23, Supplier shall indemnify and hold harmless Axalta from any and all losses, claims, actions, damages, expenses or liabilities, including but not limited to reasonable attorneys' fees and amounts paid for the settlement of any claims or actions, resulting from or relating to the possession, commercialization or any other kind of use of any of the delivered Goods and/or provided Services.

24 INDUSTRIAL PROPERTY RIGHTS

- 24.1 Supplier shall comply with Axalta's instructions concerning the use and protection of Axalta's patents, copyrights and trademarks.
- 24.2 In case of intellectual property protected under copyright laws originating for Supplier when providing Services to Axalta, Supplier shall grant Axalta an exclusive, royalty-free license. The license shall cover the known utilizations and shall furthermore not be subject to any restrictions.
- 24.3 Programs, drawings, process descriptions and other documents made available to use or apply the supplied Goods or Services shall become property of Axalta.

25 GOVERNING LAW AND JURISDICTION

- 25.1 Any and all legal relationships relating to the Agreement shall be governed exclusively by the laws of the country, in which the Axalta entity placing the purchase order has its registered office, excluding its conflict of law principles as well as the UN Convention on Contracts for the International Sale of Goods (CISG) and other international treaties.
- 25.2 For any and all disputes arising out of or in connection with the Agreement or its validity, the exclusive place of jurisdiction shall be the place of business of the Axalta entity placing the purchase order.

26 MISCELLANEOUS

- 26.1 Supplier is not entitled to assign the rights and obligations under the Agreement with Axalta to third parties without the prior written consent of Axalta. Axalta may assign the rights and obligations under the Agreement to any of Axalta's affiliates at any time without the prior written consent of Supplier.
- 26.2 Supplier is not entitled to offset claim that are not undisputed or substantiated by court judgement. If Supplier has a right to withhold performance, Supplier is entitled to do so only against claims that originate from the same contractual relationship.
- 26.3 If any provision or part of a provision of these Conditions of Purchase and/or the Agreement should be or become invalid, this shall not affect the validity of the remaining provisions.

July 2020