

REHAU PRODUCTION LT, UAB REHAU, UAB

I. GENERAL PROVISIONS

- These Terms and Conditions of Purchase ("the Terms") apply where the Supplier is acting in a business capacity, whether or not it is a legal entity (for example, a small partnership or a sole trader) and whether or not the Supplier is a profit-making organisation (for example, a public body). Unless otherwise agreed in writing, these Terms shall also apply to existing business relationships, even if not specifically stated, and shall apply to planned or future orders. Future orders do not need to refer to these Terms
- The Terms apply to each Order for Goods and/or services and are automatically incorporated by reference into each Order (as that term is defined in these Terms) placed by REHAU Production LT UAB and/or REHAU UAB (hereinafter referred to as "REHAU") with any supplier or any of its affiliates ("Supplier") in respect of the Supplier's Goods and/or services, and any deviation from these Terms shall not be valid unless expressly agreed by REHAU in writing, such deviation to be signed by one of its authorised
- signatories.

 The application of any terms other than the Supplier's General Terms and Conditions of Business shall be precluded for current and all future orders. Other such terms shall be considered invalid.
- If terms and conditions applicable to the nature and scope of goods and services provided by either party are contradictory, the following order of precedence shall apply:
 - 4.1. the provisions of the purchase order;
 4.2. the technical delivery specifications and quality assurance agreements to which REHAU has expressly agreed in writing;
 - 4.3.the special terms and conditions for the purchase of plant, machinery, tools and equipment (if applicable); 4.4. these Terms.
- 4.4. LIPSE LETTIS.
 Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall always take precedence. Subject to proof to the contrary, the content of such agreement shall be governed by a written contract or written confirmation by REHAU.

II. DEFINITIONS

"Contract" means the contract between REHAU and the Supplier consisting of (i) the terms of the REHAU purchase order, (ii) the Supplier's commercial offer (if any, to the extent consistent with the purchase order), (iii) any other specifications, (iv) these Terms, and any other documents, if separately agreed by the parties.

"Goods" means all relevant goods and/or services to be supplied by the Supplier as provided for in the provisions of the purchase order. Title to the Goods shall pass upon receipt by REHAU.

"Order" means a purchase order placed by REHAU for the Goods in which the parties agree, including but not limited to, the term, contract value, description of the specific Goods, quantity, prices, discounts, specifications, drawings, warranties, delivery, payment, insurance and other terms. Orders shall be placed in writing, by e-mail.

"Delivery" shall be made to REHAU's place of manufacture, unless otherwise agreed in writing by the parties, and REHAU's instructions shall be followed.

"Order Execution Period" means the period from the date on which the Supplier receives the Order until the delivery date.

III. ORDER, ORDER CONFIRMATION, PROOF OF ORIGIN

- REHAU shall place Orders with the Supplier only in writing. The Supplier shall confirm the Order in writing. The order confirmation shall contain all the details of the Order. Deviations from Orders placed by REHAU shall only be deemed as approved if they have been confirmed by REHAU in writing.

 By accepting an Order, the Supplier undertakes to indicate the precise country of crigin of the Coods and for Coods.
- the precise country of origin of the Goods and, for Goods originating from the EU, to provide a long-term Supplier

declaration for Goods with preferential origin status. Where the delivery originates from a preferred country, the Supplier is obligated to provide a valid movement certificate EUR.1 or a declaration of origin on the invoice or such other document as may be required under applicable law. If the Supplier's declarations or preference documents prove to be false, the Supplier shall be liable for any damages resulting therefrom

At the request of REHAU, the Supplier is obliged to inform REHAU, in writing and legally binding form in its business documentation, of any (re)export licence requirements for the Goods under Lithuanian, European or US export control laws and customs as well as under the export control laws and customs regulations of the country of origin of the Goods.

10. At the request of REHAU, the Supplier shall be obliged to provide REHAU with any other foreign trade data relating to its Goods and their components, in writing, and to inform REHAU of any changes to such data, in writing and without delay (and in any event prior to the delivery of the Goods concerned).

IV. DELIVERY PERIODS AND DELAYS

- 11. The Supplier shall comply with the agreed delivery periods specified in the Order and/or in any other document approved in writing by the parties. The Supplier acknowledges that delivery no later than the delivery date or within any time limit for the performance of the Order specified in the quotation and agreed by the parties shall be an essential term of this contract for REHAU. If delays are anticipated, the Supplier shall notify REHAU, without delay, of the reason for such delays and of the steps the Supplier proposes to take to mitigate the delays.

 12. Events of force majeure, strikes, lockouts and other unforeseen events which make it difficult for REHAU to account and/or process the ordered Goods and which in
- accept and/or process the ordered Goods and which, in particular, cause a loss of sales shall entitle REHAU to extend the acceptance periods or to cancel the Order or the Contract without the Supplier having a claim to damages. The Supplier must be informed thereof forthwith.
- If the Supplier fails to deliver the Goods on the delivery date, REHAU may, at its sole discretion, exercise one or more of the following remedies without prejudice to its existing rights and remedies: (i) agree a revised delivery date, (ii) reschedule, (iii) cancel its Order or terminate the Contract without any responsibility or liability to the Supplier, (iv) arrange for an alternative source of Goods i.e. (v) be compensated by the Supplier for any increase in costs. (b) compensated by the Supplier for any increase in costs, (vi) exercise all remedies available at law or in equity. In addition to the foregoing, if the Supplier is late in delivering the Order, REHAU shall not be obliged to send a reminder to the Supplier in order for the Supplier to be deemed to be to the Supplier in order for the Supplier to be deemed to be in default in the proper and timely manner. The contractual penalty for delay shall be 1 (one) % of the value of the Order for each week of delay. However, said penalty shall not exceed 5 (five) % of the value of the Order. This contractual penalty may also be asserted after acceptance of the delivery of the Goods and until such time as the final payment is made without the need to make any reservation acceptance. REHALL shall be entitled to demand upón acceptance. REHAU shall be entitled to demand payment of the contractual penalty even after delivery of the Goods and as a minimum indemnity for damages due from the Supplier in accordance with the statutory provisions. The other statutory rights of REHAU shall remain unaffected.

V. DELIVERY, CONSIGNMENT NOTE AND INVOICE

- 14. The place of delivery is the address of the consignee specified in the Order. Partial deliveries, deliveries falling short of or exceeding the ordered quantity shall not be accepted.
- 15. Goods shall be forwarded at the expense and risk of the Supplier. Consignments of Goods in respect of which carriage-free delivery has not been agreed must always be shipped using the most economic means. REHAU shall not be liable for any additional costs incurred as a result of failure to observe these provisions, including cartage costs etc. at the place of dispatch.
- Goods delivered by motor vehicles shall only be accepted by the consignee at the specified times: from Monday to



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Thursday from 8 a.m. to 5 p.m., on Friday from 8 a.m. to 4

p.m.
17. The Goods must be accompanied by a consignment note. The invoice must be sent to the billing address specified in the Order. The consignment note and invoice must include the REHAU Order number.

18. Invoices must be sent to REHAU separate from the consignment to the contact person specified in the Order

and always by e-mail.

19. REHAU may, giving 30 (thirty) days' prior written notification to the Supplier: (a) make changes to the quantity of ordered Goods; and/or (b) reschedule any agreed delivery date up to 90 (ninety) days from the original delivery date at no additional cost. If REHAU otherwise changes the quantity or delivery date, REHAU shall reimburse the Supplier for any reasonable and documented additional direct costs incurred as a direct result of such change.

20. REHAU reserves the right to terminate the Order or the

REHAU reserves the right to terminate the Order or the Contract, in whole or in part, without any liability to the Supplier if the Supplier (a) refuses any Order or the Contract, including the Supplier's warranties, or breaches any of their terms, (b) fails to deliver the Goods as required by the Contract, or (c) fails to make progress, which jeopardises the timely and proper final delivery of the Goods prior to the delivery date, and fails to remedy such refusal, breach or default within ten (10) days (or such shorter pariod as may be commercially reasonable in the period as may be commercially reasonable in the circumstances) after receipt of written notification from REHAU specifying such refusal, breach or default.

VI. PRICE

- 21. Unless otherwise specified in the Order, the agreed prices are fixed. The price includes freight, insurance, packaging costs and other costs and charges for delivery of the Goods to the address of the consignee, which is usually specified in the Order.
- 22. Should it be necessary to place orders without having previously agreed on price, the prices of previous orders will apply to those orders. In all other cases, the price from the Supplier's price list shall apply, less the agreed discount, unless the Supplier's price list valid at the time of placing the Order is more favourable to REHAU.

VII. PAYMENT

23. The place of performance for all payments shall be REHAU.

24. Unless otherwise agreed, payments shall be made after receipt of the Goods and invoice and after any legally

required or agreed acceptance within 60 (sixty) days.

25. Each payment is subject to REHAU's rights arising from any defects. REHAU shall be entitled to withhold payment in whole or in part until such time as the defects have been rectified or other counterclaims from all business relationships have been satisfied. Payment shall mean neither acknowledgement, satisfaction nor waiving of warranty. This shall also apply in respect of the statement of receipt upon acceptance of the goods.

VIII. PRODUCT INSPECTION, COMPLAINTS

26. The Supplier shall carry out an inspection of the products to be delivered, especially the Goods outward inspection. The Supplier shall ensure that its consignments of Goods comply with the agreed terms and conditions, including any technical specifications of REHAU. The Supplier undertakes to keep a record of the inspections carried out and to retain all inspections, measurements and inspection results for a period of 10 (ten) years. REHAU shall have the

results for a period of 10 (ten) years. REHAU shall have the right to inspect and make copies of these documents.

27. The statutory provisions shall apply to the commercial duty to inspect and report defects with the following proviso: REHAU's duty to inspect is limited to defects that come to light during external inspection, including delivery documentation (e.g. transport irregularities, incorrect and smaller consignments). REHAU's obligation to report defects that are discovered later shall remain unchanged. Irrespective of REHAU's obligation to inspect, a complaint (complaint or notification of defect) by REHAU shall be deemed without delay and timely if it is sent within 10 (ten) working days of the discovery of the defect, or, in the case working days of the discovery of the defect, or, in the case

of an obvious defect, within 10 (ten) working days of the delivery

IX. REPRESENTATIONS, GUARANTEE AND ASSOCIATED REQUIREMENTS

- 28. The Supplier acknowledges and agrees that the Supplier's commitment to quality is an essential requirement of REHAU. The Supplier undertakes to continuously improve the quality of the production or development process for the Goods. The Supplier undertakes to maintain the highest quality standards. REHAU or its representatives may, at any quality standards. REHAU of its representatives may, at any time, giving appropriate notification, conduct quality audits and quality control procedures of the Supplier's manufacturing facilities, as well as audits to assess the Supplier's compliance with its obligations under this Section. Furthermore, subject to confidentiality provisions, the Supplier undertakes to provide REHAU with unrestricted access to all information relating to the Goods (other than financial records) and to provide REHAU with a copy of the relevant information.
- The Supplier represents and warrants to REHAU that, upon delivery of the Goods to REHAU, (a) REHAU shall acquire full title to the Goods free and clear of any liens and encumbrances, and (b) all of the Goods supplied under the terms of this Contract, other than any product design requested by REHAU, shall be either owned by or properly licensed by the Supplier, or they are in the public domain and their use by REHAU, its agents, distributors, dealers, end users and other direct and indirect customers does not and will not infringe any proprietary rights of any third party, and (c) the Supplier has full rights to enter into the Contract and (c) the Supplier has full rights to enter into the Contract and to perform its obligations hereunder, and to grant to REHAU all rights and licences necessary under the Contract. As of the date of the order confirmation, the Supplier represents that it has not received any notification or claim from any third party alleging that all or any part of the Goods infringe the proprietary rights of any third party.

 The Supplier shall provide a guarantee on its products and services for a period of five and a half years as from the
- services for a period of five and a half years as from the passing of risk. It shall guarantee that, during the period of its guarantee, the Goods and services it supplies are:

- 30.1. new, without any defects, 30.2. wholly suitable for the intended or agreed purpose; and
- 30.3. have the characteristics set out or guaranteed in the Contract.
- 31. If the Supplier has provided or offered a longer or broader guarantee, then the guarantee provided or offered by the Supplier shall apply. The guarantee shall be without prejudice to any statutory rights arising if the Goods (or services) are defective.

32. The statutory provisions shall apply to the rights of REHAU in the event of material defects in the Goods and defects of title with respect to the Goods (including incorrect and short deliveries as well as incorrect assembly, use or operating instructions) and other breaches of duty by the Supplier, unless otherwise stated below.

33. Subsequent performance shall also include the removal of the defective Goods and reinstallation if the Goods have been installed in another item or connected to another item in accordance with their type and purpose. REHAU shall also be entitled to reimbursement of the relevant costs in such case. The Supplier shall bear the expenses required for the inspection and the subsequent performance of the obligations, even if it turns out that no defects actually obligations, even in turns out that no defects actually existed. REHAU's obligation to pay damages in the event of an unjustified demand for rectification of defects shall remain unaffected; however REHAU shall only be liable if REHAU has admitted or has grossly negligently failed to admit, that there were no defects.

admit, that there were no defects.

34. Notwithstanding the statutory rights and provisions mentioned above, the following provisions shall apply: If the Supplier fails to fulfil its obligation for subsequent performance within a reasonable period of time determined by REHAU, i.e. at REHAU's option either by rectifying the defect (subsequent improvement) or by delivering a defect-free product (replacement delivery), REHAU shall be entitled to rectify the defect itself and to demand reimbursement from the Supplier of the expenses incurred or reimbursement of the corresponding advance payment or reimbursement of the corresponding advance payment. If subsequent performance by the Supplier has failed or if it is unreasonable for REHAU (e.g. due to extreme urgency or



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imminent threat of disproportionate damage), no time limit shall be imposed; REHAU shall inform the Supplier of such circumstances immediately and, if possible, in advance. Otherwise, REHAU shall be entitled to reduce the purchase price or to withdraw from the Contract if there is a material defect or defect of title in accordance with the statutory provisions. In addition, REHAU shall be entitled to damages and reimbursement of expenses in accordance with the

statutory provisions.

35. The limitation period for warranty claims due to material or legal defects shall be five and a half years from the date of delivery of the Goods, unless a further period is provided by law. In the event of infringement of proprietary rights, the Supplier shall actively defend REHAU against any such claims and indemnify REHAU against any third party claims

for damages.

36. Before REHAU acknowledges or fulfils any claim for defects made by a customer, REHAU shall notify the Supplier and request a written explanation, briefly outlining the situation. If no reasoned explanation is provided within a reasonable period of time and no amicable solution can be found, the claim for defects actually granted by REHAU shall be deemed to be a debt owed by REHAU to the customer. In such a case, the Supplier shall be responsible for providing proof to the contrary.

37. REHAU shall also be entitled to a counterclaim against the Supplier, even if the defective Goods have been further used by REHAU or by another trader, e.g. in another

product

X. PRODUCER RESPONSIBILITY

- 38. In addition to claims for defects, REHAU is entitled to legal recourse in relation to the supply chain. In particular, REHAU shall be entitled to claim from the Supplier such subsequent performance (repair or replacement of the Goods) as REHAU owes to the customer in an individual case. This is without prejudice to REHAU's statutory right of
- 39. If the Supplier is responsible for damage to the product (Goods), it shall indemnify REHAU against third-party claims for damages to the extent that the cause is within its sphere of control and organisation and that it itself is responsible in the external relationship.
- 40. Notwithstanding its obligation to indemnify for the above, the Supplier shall reimburse any expenses incurred in connection with any claims settled with third parties, including any recall action taken by REHAU. REHAU shall inform the Supplier of the content and scope of the recall action - to the extent possible and reasonable - and shall give the Supplier the opportunity to comment. Other legitimate claims remain unaffected.

XI. PASSING OF RISK

41. The risk of accidental loss and accidental damage to the Goods shall pass to REHAU when the Goods are accepted at REHAU's premises or at the designated delivery point. This shall also apply if REHAU has individually assumed the expense of forwarding or if the delivery is made "ex works", i.e. the risk passes to REHAU from the time of acceptance of such Goods at REHAU's premises or at the specified place of delivery.

XII. MEANS OF PRODUCTION TOOLS, DRAWINGS, **SPECIFICATIONS**

42. Means of production, such as models, samples, forging Means of production, such as models, samples, forging dies, tools, gauges, drawings, software and similar items provided by REHAU to the Supplier or produced by the Supplier under REHAU's instructions, may not be sold, pledged or otherwise transferred to third parties, and shall not be used by third parties in any way. The means of production shall become the property of REHAU when the means of production are purchased by REHAU or manufactured by the Supplier for REHAU. The transfer shall be replaced by the Supplier holding the capital goods free of charge on behalf of REHAU. The Supplier shall be obliged to maintain, repair and, if necessary, renew the capital goods at its own expense throughout the agreed capital goods at its own expense throughout the agreed service life.

- 43. The capital goods must be returned to REHAU upon request.
- The specifications for work and services drawn up by REHAU remain the property of REHAU even after the transfer. They and their contents are protected by REHAU's copyright and/or other intellectual property rights. With regard to the content, the paragraph 42 applies accordingly.

XIII. CONFIDENTIALITY, PROPERTY RIGHTS

- 45. The Supplier undertakes to keep all knowledge of production, etc., acquired in the course of performing the Order or during a visit, as well as all drawings, orders and business relations, confidential and not to disclose them to third parties in any way. These confidentiality obligations shall also apply to employees entrusted by the Supplier with performing the Order. Should the Supplier, after obtaining the prior written consent of REHAU, involve subcontractors or other vicarious agents in performing the Order, the Supplier shall impose on such parties the same confidentiality obligations as it is bound to observe itself under this agreement.
- under this agreement.

 46. The Supplier shall be responsible for ensuring that the rights of third parties are not infringed by the supply and use of the supplied Goods and services. It shall also ensure that materials ordered are not subject to any third-party rights, in particular in relation to the processes involved in their manufacture and application. If the Supplier holds rights over the materials supplied, it shall notify REHAU accordingly. The same shall apply to any existing third-party rights. The Supplier undertakes to indemnify REHAU against any claims for damages by third parties.

 47. The know-how acquired in performing the Order, other findings, etc., and any rights related thereto, shall belong exclusively to REHAU. The Supplier shall not be entitled to use this know-how or other findings for other customers without the written consent of REHAU. Consent to do so may not be unreasonably withheld.

may not be unreasonably withheld.

48. If intellectual property rights may apply to the results of the work or any parts thereof from individual orders, these new intellectual property rights belong exclusively to REHAU.

XIV. ENFORCEMENT/ ENVIRONMENT, SAFETY, HEALTH AND QUALITY, REACH

- 49. The Supplier shall have a system in place to ensure compliance with best practice, including health, safety and environmental requirements, as well as appropriate quality assurance measures for Goods.
- assurance measures for Goods.

 The Supplier shall comply with the recognised rules of practice and applicable statutory and official regulations, the REHAU Supplier Code, which can be found at this link (https://www.rehau.com/sites-en/services/download/651570?query=&categoryLevel1=64 0008&country=), as well as other REHAU rules and regulations, which can be found on the REHAU Supplier Portal at: https://www.rehau.com/sites-Portal at: https://www.rehau.com/sites-de/services/download/651102?query=&categoryLevel1=&country=143946. Should these documents become unavailable through the links provided, the Supplier shall inform REHAU accordingly and request all such applicable documents or access to them.
- documents or access to them.

 51. Unless otherwise required by the Order, the Goods supplied and the work to be carried out shall, in any event, be produced and completed such that, at the date of delivery, they comply with all applicable laws and official regulations and comply with accident prevention regulations. Machinery and technical work equipment must be accompanied by an EC Declaration of Conformity, including the CE marking or a manufacturer's declaration; it must also be accompanied by a set of instructions for use in the national language. by a set of instructions for use in the national language.
- 52. In the event that the Supplier supplies hazardous substances/mixtures or in the event that the Supplier supplies Goods, the use of which may give rise to a risk of release of such substances, the Supplier undertakes to release of such substances, the Supplier undertakes to provide, without being requested to do so, the EC Safety Data Sheet pursuant to Regulation (EC) No 1272/2008 (CLP); the Supplier is prohibited from using CMR substances. The Supplier shall be responsible for ensuring that its deliveries comply with the provisions set out in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). In particular, the Supplier shall be



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responsible for ensuring that the substances contained in the products (Goods) it supplies are registered as required under the terms of the REACH Regulation, and that the relevant safety data sheets or information required under Article 32 of the REACH Regulation are provided to REHAU. If the Supplier supplies products under the terms of Article 3 of REACH, it is also responsible, in particular,

for ensuring it complies with its obligation to communicate the information referred to in Article 33 of REACH.

53. The Supplier undertakes, on its own initiative, to comply with all relevant regulations and safety rules when carrying out the work under the Contract. If the work under the Contract is to be carried out wholly or partly on the premises of REHAU, the Supplier shall also undertake, in particular on its own initiative, to ensure that it is familiar with and complies with the applicable rules and procedures on the premises of REHAU. To this end, the Supplier expressly confirms that it will familiarise itself with and adhere to such. The Supplier shall, as appropriate, obligate its subcontractors (if such subcontractors have been used with the prior written agreement of REHAU) to be made aware of the rules and regulations and to communicate the relevant information to them.

XV. MINIMUM WAGE COMPLIANCE, SECURITY DEPOSIT, SPECIAL RIGHT OF TERMINATION

- 54. The Supplier shall guarantee that each of its employees shall be paid on a regular and timely basis a wage not less than the applicable legal minimum wage. The Supplier shall also impose commensurate obligations on all subcontractors and employment agencies with which the Supplier has contractual relations.
- 55. For subcontractors and employment agencies with which the Supplier or its subcontractor has a contractual relationship, the Supplier shall guarantee that each employee working with it will be paid, on a regular and prompt basis, a wage not less than the applicable legal minimum wage.
- 56. In accordance with the requirements of data protection legislation, REHAU shall have the right to access company documentation in order to substantiate the Supplier's obligation to pay the minimum wage. For this purpose, the Supplier shall provide duly anonymised verifiable documents (including pay slips) free of charge within a reasonable period of time upon request by REHAU. The Supplier shall accordingly impose commensurate obligations on all subcontractors and employment agencies
- with which the Supplier has contractual relations.

 57. If the Supplier breaches its obligations under paragraph 54, or if the employees of the Supplier, its subcontractors or the employment agencies used by the Supplier make claims against REHAU, REHAU shall have the right to terminate the purchase orders and other agreements, including in part, without notice.

XVI. DATA PRIVACY

58. The personal data that the Supplier receives from REHAU shall be kept confidential and may only be used by the Supplier for the purposes of initiating, signing or performing any Order or Contract. Information on how REHAU handles personal data is available online at https://www.rehau.com/group-en/data-privacy-protection.
This link directs you to REHAU's rules on the protection of personal data, which are designed to ensure compliance with applicable data protection legislation, including the EU General Data Protection Regulation.

XVII. ASSIGNMENT, SET-OFF, VENUE, CHOICE OF LAW

- 59. Without prior consent, the Supplier shall not be entitled to assign claims arising against REHAU or to have them enforced by third parties. If, in violation of this clause, the Supplier does, in fact, assign claims arising against REHAU to a third party without the consent of REHAU, such assignment shall nevertheless be effective. However, REHAU may, at its sole discretion, relieve itself of any obligations by paying the Supplier or the third party.

 60. It shall only be possible to offset REHAU's claims with counterclaims or exercise a right of retention if the counterclaim has been recognised in writing or has become resignificate.
- res iudicata.

- REHAU shall also have a right of retention against the
- Supplier's claims which are not yet fulfilled or not yet due.

 61. REHAU shall have the right, at any time when it is commercially reasonable, to offset any amount payable by REHAU to the Supplier against any amount payable by the Supplier to REHAU or to any other REHAU Group company, whatever the basis on which such amounts arise, whether or not such amount is now due or will be due in the future, whether or not it is for a foreseeable amount. REHAU's exercise of its rights shall not adversely affect any other rights or remedies of REHAU under the agreement, at
- law or in equity.

 62. The law of the Republic of Lithuania shall apply to the relations between the parties to the exclusion of the United Nations Convention on Contracts for the International Sale
- of Goods, which entered into force on 11 April 1980.
 63. The place of settlement for any disputes shall be in Lithuania, as appropriate, according to REHAU's place of business

XVIII. OTHER PROVISIONS

- 64. Each party represents and warrants to the other that it has full power and authority to enter into this agreement and to perform its obligations hereunder and that the person signing this agreement on its behalf is duly authorised to do
- 65. Any changes to these Terms must be agreed in writing between the parties. An Order placed by REHAU may modify these Terms if expressly stated.
 66. No party may assign the Contract, its rights or obligations under any Order or under the Contract without the prior
- written consent of the other party. Notwithstanding the foregoing, REHAU may assign the Contract, or its rights or obligations under the Contract, without the Supplier's prior consent, if the assignment is in connection with a merger, reorganisation, consolidation or sale of substantially all of REHAU's assets, provided that such assignee assumes all of the obligations and liabilities of REHAU under the Contract. Subject to the foregoing, the provisions of any Order and the agreement shall apply to and inure to the benefit of the parties hereto and their respective successors and assignees
- 67. The Supplier may use a subcontractor to supply the Goods or parts thereof only with the specific prior written consent of REHAU. Failure by the Supplier to obtain such prior consent before engaging a subcontractor shall constitute a material breach of the Contract by the Supplier. The Supplier shall be liable for the acts or omissions of its subcontractors as if they were its own acts or omissions, whether or not REHAU has consented to the Supplier's use of a subcontractor.
- 68. These Terms shall apply automatically by reference as provided for in Section 2 and shall not require the signatures of the parties to these Terms for their application and validity. REHAU has the right to unilaterally update the Terms and to make changes. The Supplier shall be subject to the most recent REHAU Terms in force at the time of placing the Order. The Supplier shall be obliged to check and ensure that it is complying with the most recent in force at the time of placing the Order. The Supplier may check the Terms applicable to Suppliers on the REHAU Supplier Portal, the web address of which is set out in Section 50. The Supplier must inform REHAU immediately if the information becomes unavailable at the address indicated and request the relevant terms or access to them.