



1 INTERPRETATION

- 1.1 In these Conditions the following words will have the following meanings:
- "Buyer"** means the person, firm or company that has requested any Work identified in the Order;
- "Conditions"** means the present standard Service Terms and Conditions set out herein;
- "Contract"** means any contract for Work between the Buyer and PBST;
- "Data Protection Legislation"** means all applicable laws and regulations protecting the privacy of individuals and their personal information in the country where the PBST company concluding the Contract is located;
- "Goods"** means goods supplied by PBST (as defined in PBST tender or order acknowledgement) which refer particularly however not exclusively to PBST's product range of turbochargers for engines, perhaps also products manufactured by related entities of PBST, however delivered by PBST;
- "IPRs"** means any intellectual property rights of any nature including without limitation any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
- "Order"** means an order placed by the Buyer with PBST for Work;
- "Order Acknowledgement"** means the confirmation of the Order by PBST under the conditions stated in the Order Acknowledgement;
- "PBST"** means PBS Turbo s.r.o.;
- "Services"** means services supplied by PBST (as defined in PBST's tender or order acknowledgement);
- "Site"** shall mean the place where the Services are to be performed by PBST together with so much of the area surrounding the said place as PBST shall actually use in connection therewith
- "Work"** means Goods and/or Services.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 FORMATION

- 2.1 These Conditions apply to the Contract and the Goods and Services to be delivered under this Contract to the exclusion of any other terms and conditions of the Buyer. Variations to the terms of any Contract will only be effective if agreed in writing. If any such agreed variation increases the time or cost to PBST of performing the Contract then the Contract price and/or programme will be adjusted accordingly.
- 2.2 Orders from Buyer are only binding on PBST after a written Order Acknowledgment has been issued.
- 2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only binding to the extent expressly stated in the Order Acknowledgment or in other documents forming part of the Contract expressly referring to such information.

3 DELIVERY AND NON-DELIVERY AND DELAY

- 3.1 Unless otherwise expressly agreed in writing by PBST
- delivery times accepted by PBST are an estimate only; and
 - delivery of the Goods is made „FCA Velka Bites“ in accordance with Incoterms 2020, but the delivery price is exclusive of packing, which will be charged extra.
- 3.2 Performance of the Services shall be at the Site specified in PBST's tender or order confirmation or acknowledgement.
- 3.3 PBST may deliver Goods in instalments and perform Services in sections in any sequence. Default by PBST, howsoever caused, in respect of one or more instalments and/or sections shall not entitle the Buyer to terminate the relevant Contract as a whole.
- 3.4 Where:
- (a) the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or
 - (b) PBST agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer; or
 - (c) the Buyer fails to provide any instructions consents or authorizations required to enable the Goods to be delivered on the due date;
- the risk in the Goods shall pass immediately to the Buyer, delivery of the

Goods shall be deemed to have taken place and PBST may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after expiry of 28 days following such failure or refusal and deduct any monies payable to PBST by the Buyer from the sale proceeds and charge the Buyer for any shortfall below the Contract price and/or any additional costs occurred.

- 3.5 Upon delivery to the Buyer, all Goods should be examined. PBST shall not be liable for any shortages in, damage to or non-delivery of Goods unless the same is notified by the Buyer to PBST (together with all specific details) in writing within 10 days of the actual or anticipated date of delivery (as relevant). Subject to such notice being provided PBST shall, if it is satisfied that any Goods have not been delivered and the cause thereof being beyond the reasonable control of PBST, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods and this shall be the Buyer's only remedy and in lieu of all other rights and remedies which might otherwise be available to the Buyer. Shortages in, or non-delivery of some or part of the Goods shall not affect the Contract in respect of the other or other parts of the Goods.
- 3.6 If the contractual delivery time for the Work or part of the Work is delayed and this delay was caused by negligence or intention of PBST and if the Buyer has suffered a loss caused by such delay, the Buyer shall be entitled to liquidated damages for delay. Such liquidated damages for delay shall amount to 0.5% of the Contract price of the delayed part of the Work concerned per each full week of delay considering a grace period of 2 (two) weeks. The liquidated damages for delay will be limited to a maximum of 5% (five per cent) of the Contract price of the delayed part of the Work.
- 3.7 Liquidated damages shall be Buyer's sole and exclusive measure of damages and remedy against PBST with respect to the failure to achieve the contractual delivery time for the Work.
- 3.8 If not agreed between the Parties or requested by the Buyer otherwise, PBST may, as a service to the Buyer and at the Buyer's sole risk and expense, arrange ordering shipping of the Goods to the Buyer, through mutually agreed shipment service (such agreement may be reached based on implied conduct of the Parties, for example by Buyer providing PBST with necessary details for the order of the shipping). Shipping shall be ordered solely at the Buyer's expense, whereas PBST shall have no liability whatsoever for the acts, omissions, insolvency or default of any carrier, freight forwarder, insurer or other third party, nor for any loss, damage or delay affecting the Goods during carriage. The agreed Incoterms delivery term is not affected in any way by PBST ordering shipping, if not agreed otherwise. Unless the Buyer has expressly requested a higher level of cover and agreed to bear the related cost, any insurance arranged in connection with shipping shall be on basic terms only. PBST may rely on any shipping instructions, addresses and other details provided by the Buyer and shall have no liability for any consequence arising from incomplete, inaccurate or late information provided by the Buyer.

4 TITLE

Unless PBST has been paid in full in advance, the Work will be considered as having been made with PBST retaining the ownership until full payment has been effected by the Buyer under all contracts between PBST and the Buyer. If the Buyer does not pay when due, PBST is entitled to take back the Goods without a court judgment in accordance with the applicable law.

5 PRICE AND BINDING PERIOD OF QUOTATIONS AND TENDERS

- 5.1 Unless otherwise agreed, quotations and tenders lapse after 30 days from their date.
- 5.2 All sales are made at the prices valid at the date of PBST's tender or the date of PBST's Order Acknowledgement (as the case may be).
- 5.3 PBST shall neither be entitled nor obliged to implement changes in the scope of supply, before the Parties have reached a written agreement regarding the corresponding adjustment of the Contract price and the delivery time.
- 5.4 Unless otherwise agreed in writing by PBST prices set out in any of PBST's price lists, tenders or Order Acknowledgement are FCA Velka Bites (Incoterms 2020) and exclusive of any taxes, duties, fees, charges or similar and any costs of carriage, package and insurance which shall be payable in addition to the price.



- 5.5 Unless otherwise agreed by PBST in writing, sums payable by the Buyer to PBST shall fall due and be effected by the Buyer net not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to PBST's other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 8% per annum over the prevailing rate of the main refinancing facility of the European Central Bank in force on the due date of payment.
- 5.6 The set – off with counter claims by the Buyer shall only be allowed with undisputed claims or in accordance with an appropriate court judgment or arbitral award (whichever is applicable in the circumstances).
- ## 6 PROVISION OF SERVICES
- 6.1 Unless otherwise expressly agreed in writing Services rendered by PBST shall be charged on time basis in accordance with PBST's general rates for personnel valid at the date of the provision of the Services. Such rates are exclusive of board, lodging and transportation and such other facilities as are to be provided by the Buyer free of charge. All travelling expenses and costs of carriage of luggage, instruments and tools incurred by PBST's personnel shall be finally borne by the Buyer. Unless otherwise agreed PBST's execution of Services is subject to manual assistance being rendered by the Buyer either through engine room staff or other persons made available by the Buyer.
- 6.2 The taking-over of the Works by the Buyer shall be deemed to have taken place at the latest, when the Buyer has received PBST's notice that the Work has been completed, provided that the Work is as required for taking-over according to the Contract. Minor deficiencies which do not affect the efficiency of the Work shall not prevent taking-over. The period, referred to in Condition 7.1 shall start to run at the latest when the Work is ready for taking-over in accordance with this Condition 6.2.
- 6.3 PBST shall be responsible for the adherence to legal or other regulations applicable at the Site only as far as the Buyer has sufficiently informed PBST of such regulations in advance.
- 6.4 In the event of illness during employment of the Specialist Personnel, payment of the hourly rates shall be continued for the time during which the Specialist Personnel has to remain in the country where the Site is located owing to illness. During hospitalisation in the country where the Site is located the hourly rates shall be reduced to such special rates mentioned in PBST's general rates for personnel valid at the date of the provision of the Services. If it is necessary for the incapacitated Specialist Personnel to return home, the travelling costs including allowance and hourly rates for the travelling time shall be borne by the Buyer.
- 6.5 For Services rendered abroad, any costs arising in connection with illness or accidents, e.g. costs of medical treatment, hospital care or similar treatment, and medicine, shall be borne by the Buyer.
- ## 7 WARRANTY
- 7.1 PBST warrants for a period of 12 months (i) from the date the Goods were delivered, that such Goods are free from substantial defects in materials or manufacture; and/or (ii) from the date the Services were rendered, that such Services were carried out with reasonable skill and care. After the lapse of the warranty period, all claims of the Buyer in connection with any warranties and/or warranty obligations and/or defect liabilities are excluded.
- 7.2 All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with Condition 7.1, are hereby expressly excluded to the fullest extent permitted by law. The warranty given in Condition 7.1 will not apply:
- where the defect complained of arises from any drawing, design, specification or intellectual property right supplied by the Buyer or arises from normal wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without PBST's approval or arises from any failure to follow PBST's advice (whether oral or in writing or whether relating without limit to the fabrication, operation, use or maintenance of the Goods);
 - if PBST or its agent is not given a reasonable opportunity to safely inspect the Work;
 - if the total Contract price for the Goods or Services has not been paid by the due date for payment;
 - if the damage was caused by the Buyer's personnel;
 - if the Goods supplied by PBST are mounted in a PBST product for which the Buyer has also used unoriginal parts (i.e. parts which have not been supplied through PBST or through a PBST licensee), in which case PBST does not assume any liability for any damage which may arise.
- 7.3 The obligations of PBST under the Contract are limited such that in the event of a breach by PBST of the warranty in Condition 7.1 or any defect in any Goods or Services PBST shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Goods and/or Services) at its option either to:
- credit the price (if already paid) attributable to the faulty Goods or Services; or
 - give a reasonable price reduction to the Buyer for such faulty Goods and/or Services which reflects inferiority of the affected Goods or Services; or
 - repair, rectify or replace the faulty affected Goods or Services provided that such Goods are returned to PBST in their delivered state at the Buyer's expense if so requested by PBST within 12 months from the date of their delivery. PBST shall especially not be responsible for shipping, loading and offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect.
- 7.4 The warranty and warranty obligations as of this Clause 7 are exclusive warranties and remedies and in lieu of any other warranties and remedies, including any potential defect liabilities, whether expressed, implied or of statutory character as in contract, law, tort (including negligence), or which might otherwise be available to the Buyer.
- 7.5 PBST shall warrant any subsequent adjustment and/or replacement parts installed to the same extent as the original Goods/Services, but no longer than the remainder of the original warranty period.
- ## 8 FORCE MAJEURE
- 8.1 In case of Force Majeure, such as Acts of God (e.g. natural catastrophes but not limited to earthquake, floods, storms, epidemics), civil commotion, labor disputes, accidents (e.g. transport accidents) disruptions of operation, or other delays for which PBST is not responsible, any Act / Actions of Governmental Authorities (Governmental Authorities in the meaning e.g. federal, state and/or local authorities including but not limited to local or national agency, department, inspectorate, ministry, official court, tribunal), which hinders or impedes the execution of contract (e.g. Act / Actions of Governmental Authorities like shut downs, travel ban/warning, labor law restrictions for dispatch and/or work of employees, quarantine) or any other event which was unforeseeable or outside the reasonable control of the Party affected, the Parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable to PBST if a sub-supplier of PBST is affected by such event and/or in case the Party affected is already in default.
- 8.2 Diseases which the World Health Organization (WHO) has declared as a pandemic case, like e.g. the COVID-19 case (including any of its variations) and/or any consequences thereof like Governmental Authorities Actions (although the Disease and its possible consequences might be / are foreseeable) may prevent and/or delay PBST from partly or entirely performing any of his obligations (hereinafter referred to as "Disease Effect"). PBST shall not be liable for the Disease Effect, regardless whether under contract, tort, law, equity, indemnity or any other legal reason.
- 8.3 The Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.
- 8.4 In case the Force Majeure situation lasts longer than 120 days, each party shall have the right to terminate this Contract upon written notice.
- ## 9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY
- 9.1 The Buyer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting



from or relating to Work, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of PBST to the Buyer in connection with Work, or (b) resulting from Work, unless otherwise expressly agreed by PBST in writing. If the Buyer shall in any way acquire any such rights then the Buyer shall immediately inform PBST and shall forthwith take such steps as may be required by PBST to assign such rights or vest such title in PBST.

- 9.2 PBST shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer by the use by the Buyer of such trademarks, trade names and/or service marks. The Buyer shall not deface, remove or obliterate any trademarks, trade names or logos applied by PBST on or in relation to the Goods.
- 9.3 The Buyer shall keep confidential and not use, without the prior written consent of PBST, all or any information including without limit, those supplied by PBST to the Buyer or disclosed to or obtained by the Buyer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body.
- 9.4 In the event that PBST bases the production of the Goods on its own specifications, PBST shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA and/or by the European Patent Office. This shall not apply, if PBST has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Buyer. As far as PBST is not liable pursuant to this Conditions 9.4, the Buyer shall release PBST from all third-party claims. In case an infringement of such third parties' IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences.

10 LIMITATION OF LIABILITY

- 10.1 PBST shall not be liable to the Buyer in contract, tort, law or otherwise howsoever and whatever the cause thereof (i) for any loss of profit, loss of anticipated profit, loss of hire, business contracts, revenues or anticipated savings, overhead recovery, loss of data, loss of production, or (ii) for damage to the Buyer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party and/or (iv) for any special, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation of any nature whatsoever.
- 10.2 Nothing in these Conditions shall exclude or limit the liability of PBST for death or personal injury caused by the PBST's negligence, intent or fraudulent misrepresentation. In addition Clause 10.1 above shall not apply in case PBST has caused the damage to Buyer's property with intention or gross negligence or fraudulent misrepresentation. Clause 10.1 shall not apply in case PBST has caused the damage to Buyer's property with intention or gross negligence or by fraudulent misrepresentation.
- 10.3 Without prejudice to Clauses 10.1 and 10.2 PBST's total liability for each Order, in contract, tort, law or otherwise arising by reason of or in connection with the Contract (including but not limited to liquidated damages pursuant to Clause 3.6) shall be limited to the value of that Order.

11 SUSPENSION AND/OR TERMINATION

- 11.1 If the Buyer fails to make any payment when due or to perform any of its other obligations on time, PBST shall be entitled to suspend its performance of the Contract until the failure is remedied; and regardless of whether PBST elects to suspend performance:
- the time for performance of the Contract by PBST shall be automatically extended accordingly; and/or
 - any cost (including financial costs and storage, demurrage or other charges) thereby incurred by PBST shall be paid by the Buyer.
- 11.2 Without prejudice to any of its other rights PBST may immediately terminate the Contract if any of the following occurs or is likely to occur:
- suspension under Condition 11.1 continues for more than 120 days;
 - the Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 30 days of receiving written notice from PBST; and/or
 - the Buyer is wound up or becomes insolvent or has a receiver or

administrative receiver appointed or any equivalent or analogous event occurs in any other jurisdiction or the Buyer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.

- 11.3 Upon termination, howsoever arising, PBST shall be entitled forthwith to suspend any further work under the Contract without any liability to the Buyer. Without prejudice to PBST's other remedies under the Contract, within 14 days of such a notice of termination, howsoever arising, the Buyer shall pay to PBST:
- the outstanding balance of the Contract price of the Work which has been delivered or performed, and
 - the costs incurred or committed by PBST up to the date of notice of termination in performing such work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 25% of the Contract price, and
 - the costs reasonably incurred by PBST as a result of the termination.
- 11.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11, 12 and 14.

12 BUYER'S OBLIGATIONS

- 12.1 The Buyer shall provide PBST's personnel with assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.
- 12.2 The Buyer shall provide PBST's personnel with unobstructed and safe access to the Site to enable them to perform the Work in accordance with the Contract.
- 12.3 The Buyer shall be responsible for ensuring the health and safety of PBST's personnel whilst on the Site. The Buyer shall take appropriate measures to protect PBST's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When PBST is to carry out the Work on the Site, the Buyer shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and similar supplies.
- 12.4 PBST may, at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/or where the Buyer is in breach of this Conditions 12 and PBST shall not be liable under the Contract for any delay in or failure of delivery in such event.
- 12.5 The Buyer shall assume all responsibility for all acts or omissions of the Buyer's personnel and PBST shall have no liability with respect thereto.
- 12.6 The Buyer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where PBST does supply tools then the Buyer shall give all necessary assistance with the customs formalities required for the import and re-export of PBST's tools and equipment free of all Taxes.
- 12.7 The Buyer shall provide PBST with all technical information regarding PBST and non-PBST equipment (e.g. technical specifications, drawings, measurements, photographs, etc.) that is necessary for the proper performance of the Services. PBST may use this information to carry out the purchased Services. PBST assumes that the Buyer has the appropriate permission to pass on the relevant information and that no agreements with third parties are thus violated.
- 12.8 The Buyer shall specify a firm delivery address for the ordered Goods at least within 3 weeks after receipt of PBST's written confirmation of the date of readiness for dispatch. In case Buyer fails to do so, PBST is entitled to sell the Goods selected for delivery to the Buyer to a third party and to set forth a new delivery time to be forwarded to the Buyer for information. In such case the Buyer is not entitled to claim liquidated damages according to Condition 3.6.
- 12.9 On PBST's request the Buyer shall undertake to arrange suitable accommodation for the Specialist Personnel and to assist in procuring food for the Specialist Personnel. The provision of board and lodging for the Specialist Personnel shall be at the Buyer's expense.
- 12.10 If suitable accommodation cannot be obtained in the neighborhood of the Site, the time for travelling between the lodgings and the Site will be charged as working time whenever the actual time for travelling is greater



than 30 minutes. In the event of the Specialist Personnel using public transport, the costs incurred thereby shall be borne by the Buyer. The same shall apply to the transportation of equipment and other utilities necessary to perform the Services.

13 EXPORT CONTROL

- 13.1 Notwithstanding any regulation regarding force majeure, as stated in this Contract, PBST reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable restrictive measures including sanctions, export or re-export controls (including but not limited to UN, EU and its member states, UK and U.S.-law) or would otherwise be inconsistent with such measures, or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, PBST or Buyer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event an export license has been denied by the responsible authorities, PBST or Buyer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination Buyer shall pay to PBST the price of the supplies and services performed by PBST under the Contract and any cost for unavoidable commitments incurred by PBST with respect thereto. Any claims, rights and/or remedies of the Buyer with respect to such termination shall be excluded.
- 13.2 PBST shall provide Buyer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Buyer. The content and layout of such documents are defined by PBST and cannot be adjusted or amended. The provision of any further information or documents which might be required by Buyer for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Buyer.

14 GENERAL

- 14.1 PBST and the Buyer shall only be entitled to assign or sub-contract any of its rights or the obligations under the Contract with the prior written consent of the other.
- 14.2 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.
- 14.3 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of Switzerland, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for the International Sale of Goods.
- 14.4 If a difference of opinion cannot be settled by the Parties themselves, the dispute shall be finally decided by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in Paris (ICC), by three arbitrators, appointed under such Rules. The arbitration proceedings shall take place in Geneva, Switzerland in the English language.

15 DATA PROTECTION

The Parties undertake to observe all statutory provisions at all times, particularly those of the applicable data protection legislation, when processing the shared personal data (as defined by the respective applicable law).

The Buyer acknowledges to PBST Privacy Notice accessible at: <https://www.everlence.com/dataprotection>.

In the event that, upon conclusion of the Contract or in connection with the provision of the contractual services, one Party (hereinafter "Data Recipient") gains access to personal data for which the other Party is responsible (hereinafter "Data Transferee"), the following provisions shall apply, in addition to the applicable data protection legislation:

- (i) Personal data shall be processed solely for the purpose of fulfilling the contractual obligations arising from the Contract ("purpose limitation").
- (ii) The Data Recipient shall ensure that its employees have access to personal data only to the extent necessary for the fulfillment of the contractual obligations arising from the Contract. All employees shall be obligated in writing to comply with the applicable data protection legislations. Proof of such compliance shall be provided to the Data Transferee upon request.
- (iii) The Data Recipient shall implement technical and organizational measures in accordance with the state of the art to ensure a level of protection for personal data appropriate to the risk and to safeguard such data permanently. Upon request, the Data Recipient shall provide evidence of the implementation of the specified technical and organizational measures.
- (iv) The transfer of personal data to Data Recipients located in third countries shall be permitted only in compliance with the conditions defined in the respective and applicable data protection legislations. The Data Transferee must have the applicable consents or lawful basis to effectuate the transfer of the data.
- (v) The Data Recipient shall delete the data without undue delay once it is no longer required for the performance of the Contract, in accordance with the relevant statutory retention periods.
- (vi) In the event that personal data is processed by the Data Recipient on behalf of the Data Transferee, a corresponding Data Processing Agreement shall be concluded between the Parties.