1. Scope; Offers. Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the “Conditions”) apply exclusively to every Contract (as defined below) of any other terms that the party giving the Party (the “Purchaser”) to whom Evonik Australia Pty Ltd (ABN 14 316 419 459) (Evonik), at our discretion and subjective judgment, practice or course of dealing. The Purchaser shall take into account the Conditions and the terms and the quotation. The Purchaser’s conditions of contract, or any amendment to these Conditions and the terms in the quotation. The Purchaser’s receipt or other response to such an offer (regardless of the medium or manner of communication including but not limited to purchase orders or electronic orders or other documents in Writing from the Purchaser shall be deemed an offer to purchase the Goods on these Conditions and the terms in the quotation (the “Order”). A Contract is only formed when we accept the Order by issuing an order confirmation in Writing or fulfilling the Order. “Contract” as used herein shall mean an agreement between us for the sale and purchase of the Goods comprising these Conditions, the Quotation (if issued by the Purchaser). Unless expressly approved by us in Writing, any additional or conflicting terms and conditions contained in, attached to or referred to in the Purchaser’s order, documentation or other prior or later communication from the Purchaser to us shall have no effect on the sale and purchase of the Goods. The Contract constitutes the entire agreement between the parties in relation to its subject matter.

2. Form. As used herein, (i) “In Writing” means in text form (including email, facsimile, an established electronic data transfer protocol including but not limited to email, electronic mail and telegrams), and (ii) “Written Form” means a document signed by our authorized representatives or supplement to these Conditions and/or any clause thereof and/or the Contract, and any termination or mutually agreed cancellation of a Contract, shall be made in Written Form and shall be made in Writing.

3. Advice and Services. All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably skilled and qualified persons having the relevant know-how. The Purchaser acknowledges and agrees that any reliance on our technical advice, services and recommendations, given at our discretion and subjective judgment, is at its own risk, and we assume no responsibility for the use thereof. For the avoidance of doubt, and without limiting anything in clause 2.1, we shall not be liable, to the maximum extent allowed by law, for any losses, damages and/or costs that may be suffered by the Purchaser in its decision (executed freely), to place reliance on our technical advice, services and recommendations.

4. Prices. Unless otherwise agreed in Writing by us, our prices are quoted in Australian dollars (AUD) Ex Works (in accordance with Incoterms® 2020) and do not include the packing costs, Goods and Services Tax (GST), and all other tax(es) that may be levied on the purchase of the Goods from us, shall be payable additionally at the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

5. Payment; Set-off; Credit. Unless otherwise agreed in Writing by us, the Purchaser shall within thirty (30) days of issuance of the invoice by us (the “Due Date”) effect payment of such invoice, without deduction of payment by immediate availability of funds into an Australian bank account designated by us. Delay in payment will result in the Purchaser being responsible for interest at a rate equal to the then market rate compounded monthly at a rate of twelve percent (12%) on the outstanding amount of any unpaid invoice or any part thereof, such interest accruing from the date after the Due Date that the full amount of the invoice, together with all interest accrued, is received in full by us. In addition, in the event the non-payment exceeds fourteen (14) days from the Due Date, we reserve the right (but not the obligation) to terminate the Contract and, for the avoidance of doubt, no Delivery of the Goods ordered by the Purchaser shall be made to the Purchaser. Set-off by the Purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction. We may at any time, without limiting any of our other rights and remedies, set off any amount owing to us by the Purchaser against any amount due by the Purchaser to us. We make no assurance, representation or guarantee regarding any payment term, credit (pursuant to which the Goods are delivered prior to payment being made) or the credit rating of such credit to the Purchaser (collectively “Credit”). If we, in our sole discretion, provide the Purchaser with Credit to purchase the Goods from us under this Contract, such Credit line may be withdrawn at any time at our discretion and at any time, without our consent. Notwithstanding the foregoing, and without prejudice to our right to terminate the Contract pursuant to clause 17 below, if we determine, that the creditworthiness of the Purchaser is or may be unsatisfactory, we may unilaterally and at any time suspend Deliveries of the Goods, (ii) require prepayment by wire transfer of immediately available funds to be received at least two (2) weeks prior to a scheduled shipment, and/or (iii) require, at least three (3) weeks prior to a scheduled shipment. “Security” refers to any kind of security as determined by us in our sole discretion, which may be in the form of cash, bank guarantee or credit.

6. Risk of Loss, Shipment, Title. Unless otherwise stated in the Contract, the Goods shall be delivered Ex Works from our designated shipping point (in accordance with Incoterms® 2020, if applicable. Unless expressly agreed otherwise in a Contract, risk of loss, damage and contamination of the Goods passes to the Purchaser when the Goods are delivered, the right to terminate the Contract pursuant to clause 17 below, and after the full payment will result in funds into a invoice by us (the “Invoice”) to which these Conditions are attached or which incorporates these Conditions or any other agreement to sell the Goods, and/or the right to terminate the Contract pursuant to clause 17 below, and to the invoiced value of the Goods, and shall not be liable to the Purchaser for any loss or damage or any other consequences of Force Majeure or events or relations of the Goods (except for any death or personal injury arising from our negligence). The Purchase of Delivery, we shall take the Goods to the Purchaser’s order of immediately available delivery (the “Order”). The Purchaser undertakes to store the Goods in its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as our Goods and the Purchaser shall reimburse us for any expenses and costs we may incur in connection with such storage.

7. Delivery; Schedules; Delay. We may Deliver the Goods or perform the services in instalments or parts. Any delay or defect in an instalment or part shall not entitle the Purchaser to cancel the instalment or part. To the extent flexibility is allowed by the Contract for time and/or size of Deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for Deliveries hereunder. The Purchaser will give reasonable prior notice in Writing to as quantities and scheduling desired, subject to the quantities set forth in the Contract or agreed by us in Writing. If we fail to comply with the agreements for delivery of the Goods to be Delivered of reasonable length, such period to be at least three (3) weeks. Partial Delivery and performance shall be permitted to a reasonable extent, and to the extent the Goods have not been delivered at the due date, the Purchaser shall be granted an extension of time for delivery or performance period, the Purchaser shall grant us in Writing a further reasonable period for Delivery or performance.

8. Transport Insurance. We are authorised to obtain appropriate transport insurance on behalf and at the expense of the Purchaser in an amount at least equal to the invoiced value of the Goods. The Purchaser shall, upon our notification in Writing, forthwith indemnify or reimburse us for all transport insurance costs incurred.

9. Measurement; Determination of quality. The quality and quantity of the Goods shall be determined by taking a sample (the “Sample”) in the manner customary at the Place of Delivery, such determination to be binding on the parties unless the defect or error. Notwithstanding the foregoing, in the event that there is a discrepancy of one percent (1%) or more between the measured weight by the Purchaser upon inspection of the delivery, the Purchaser may, at its sole discretion, and without any obligation to do so, request an independent surveyor with the verification of the weighing of the goods. The surveyor’s judgment shall not be binding on the parties in the absence of manifest error. If the Purchaser’s measurement was incorrect, then the Purchaser shall bear all costs for verifying the measurement; otherwise these charges shall be for our account.

10. Force Majeure; Impracticability. Events or circumstances beyond the reasonable control of the parties (including our affiliates) and in particular acts of God, fire, explosion, flood, wars, acts of terrorism, acts of governments or military authorities, strikes, lockouts, accidents, extreme weather or such other effects of unusual force or cause, are used or of equipment normally used by us or our affiliates for manufacturing, handling or Delivery of the Goods, or internally produced intermediates of any kind, the capacity not to operate, or to reduce operation of, equipment in order to protect the safety of people or the environment, or any circumstances beyond the reasonable control of Evonik. If we determine, that the performance of the “Force Majeure Event” shall release the affected party from its obligations, save for any other payment obligations. If either party claims that a Force Majeure Event continues in force, and to the extent such Force Majeure Event affects the performance of its obligations under the Contract. Promptly after a party claims that a Force Majeure Event continues in force, the other party shall notify the non-affected party and shall seek to mitigate the effects of the Force Majeure Event and/or as in reasonable circumstances shall be determined by a Board of Arbitration. Losses, damages and/or costs that may be incurred by the other party, but the Contract shall otherwise continue in full force and effect for the term set forth therein. For the avoidance of doubt, any Force Majeure Event.

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Event affecting any facility at which our affiliates produce products substantially similar to the Goods shall be considered a Force Majeure Event. In the event that the Good, in whole or in part, is affected by or is in short supply due to any of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers without taking appropriate account of our own requirements. We shall not be required to acquire Goods or to replenish any shortfall arising as a result of such a Force Majeure Event. Should we acquire any quantities of Goods following a Force Majeure Event, we may use or distribute, wholesale, retail or otherwise or otherwise deal with the same in any manner we shall in our sole discretion determine. We may suspend performance and/or terminate the Contract without liability to Purchaser if, for any reason, we shut down any facility or parts thereof at which the Goods are produced, or if we reasonably foresee a change in circumstances causes us to incur a loss on a full cost basis at any time on the sale of Goods hereunder. For the avoidance of doubt, notwithstanding anything in clause (i) hereinafter, we shall not be liable to the Purchaser for any losses, damages and/or costs, under any circumstance, for any action or decision taken by us under this clause, (whether such action or decision is later found to be reasonable or not), under any circumstance, or for whatever reason.

11. Product Information: Unless otherwise agreed in writing by us, the specifications of the Goods shall be expressed in accordance with our product specifications in the most recent version as of the date of the Contract. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in Written Form. All information about the Goods, their application and processes is based on research and experience in the field of applied engineering and we provide such information to the best of our knowledge, on a non-binding basis and subject to any errors or omissions. We do not warrant that the Goods shall result in a particular end customer, or that the particular end customer will be able to fulfill any requirements resulting from: (i) all necessary export licences, permits and other documents being obtained by the Purchaser from the relevant authorities to the intended destination and Use of the Goods; (ii) if we are required to have any permit or licence from any governmental or regulatory body, such permit or licence having been obtained in the required time; and (iii) such performance shall not be prohibited on the grounds of any local and/or international legal requirements (including but not limited to export control regulations and other sanctions). 16.2 Unless otherwise agreed in Written Form, the Purchaser shall be responsible and liable to us for all necessary and applicable local and regulatory requirements in relation to the import, export, re-export, storage, transport, and Use of the Goods, and shall obtain at its own cost and expenses all necessary permits and licences. If required to enable authorities or us to conduct export control checks, the Purchaser shall upon our request, provide us with all the relevant information (including but not limited to information relating to the particular end customer, destination and intended Use of the Goods). Without limiting the foregoing, the Purchaser shall not use, sell or otherwise dispose of any Goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs, in violation of international law (including abuse of any registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The Purchaser shall indemnify us and hold us harmless from and against any claim, proceeding, action, loss, cost and damages arising out of or in relation to any non-compliance with applicable laws and regulations and with its obligations, defects or have a claim as expressly reserved such rights in Writing upon receipt of the Goods.

13. Rights of Purchaser in Case of Defects. Defect claims shall only be valid if, when Delivered, the deviation of Goods from the agreed product properties is substantial and material; or, if the usability of the Goods is substantially and materially reduced, and the defect is not a result of whether directly or indirectly (the Purchaser’s actions/omissions or use (including, but not limited to the lack of proper storage facilities), or fair wear and tear. In the event of justified and rightfully raised defect claims, we reserve the right, at our sole discretion, to either replace or repair the defective Goods or refund the price of the Goods. This applies to a reasonable period of time to provide such replacement, repair or refund.

14. Limited Warranty; Liability. 14.1 WE MAKE NO REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHETHER EXPRESS OR IMPLIED, THE PURCHASER, BY ACCEPTANCE OF THE GOODS HEREBY REPRESENTS THAT IT HAS MADE ITS OWN INFORMED DECISION INCLUDING SEEKING INDEPENDENT LEGAL ADVICE, IF IT DEEMS NECESSARY. THE PURCHASER MAY NOT MAKE THE PURCHASE THE SUBJECT OF A RESOLUTION OR RESOLUTION ON ANY REPRESENTATION (WHETHER ORAL OR WRITTEN) MADE BY US IN ITS DECISION TO PURCHASE THE GOODS, WE SPECIFICALLY DISCLAIM ANY WARRANTY WITH RESPECT TO THE PURCHASER’S OR ITS CUSTOMERS’ USE, DIRECTLY OR INDIRECTLY, OF THE GOODS, OR WHETHER ANY OR ALL OF ANY WARRANTY THAT MAY BE IMPLIED BY LAW (INCLUDING BUT NOT LIMITED TO THE SALE OF GOODS ACT), CUSTOM OR TRADE PRACTICE, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURCHASER IS A CONSUMER, AND ANY REMEDIES PROVIDED HEREIN, OUR ENTIRE LIABILITY UNDER A CONTRACT FOR ANY AND ALL DAMAGES, LOSSES, COSTS AND ANY PAYMENT OTHERWISE DUE TO US FROM THE PURCHASER RESULTING FROM: (I) THE DELIVERY OF DEFECTIVE GOODS, (II) ANY DELAYED DELIVERY; OR (III) ANY OTHER SOURCE, SHALL NEVER EXCEED THE INVOICE VALUE OF THE RESPECTIVE GOODS OR GOODS INCLUDED TO THE AUD. WE MAKE NO REPRESENTATION OR WARRANTY OF TITLE, AND WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER REMOTE DAMAGES, LOSS OF PROFIT, LOSSES OF BUSINESS OPPORTUNITY, LOSS OF BUSINESS UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER DEPENDENT UPON OUR ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED OR CAUSE OF ACTION. 14.4 The limitations of liability set forth in clauses 14.2 and 14.3 shall not apply to injures to life, body or health caused by our negligence, and (iii) in the extent applicable, and to the extent the Purchaser, shall be liable to the Purchaser for any losses, damages and/or costs, under any circumstance, for any action or decision taken by us under this clause, (whether such action or decision is later found to be reasonable or not), under any circumstance, or for whatever reason.

15. Statute of Limitation. To the extent legally permissible, the limitation period for any claim or demand due hereunder, shall in no event exceed the twelve (12) months from the time the Goods have been Delivered or should have been, as the case may be, delivered, except for defects which are not reasonably foreseeable.

16. Compliance with Statutory Regulations, Termination. 16.1 The performance of the Contract by us shall be subject to the following conditions: (i) all necessary export licences, permits and other permissions being obtained by the Purchaser from the relevant authorities; (ii) all necessary export licences, permits and other documents being obtained by the Purchaser from the relevant authorities to the intended destination and Use of the Goods; (ii) if we are required to have any permit or licence from any governmental or regulatory body, such permit or licence having been obtained in the required time; and (iii) such performance shall not be prohibited on the grounds of any local and/or international legal requirements (including but not limited to export control regulations and other sanctions). 16.2 Unless otherwise agreed in Written Form, the Purchaser shall be responsible and liable to us for all necessary and applicable local and regulatory requirements in relation to the import, export, re-export, storage, transport, and Use of the Goods, and shall obtain at its own cost and expenses all necessary permits and licences. If required to enable authorities or us to conduct export control checks, the Purchaser shall upon our request, provide us with all the relevant information (including but not limited to information relating to the particular end customer, destination and intended Use of the Goods). Without limiting the foregoing, the Purchaser shall not use, sell or otherwise dispose of any Goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs, in violation of international law (including abuse of any registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The Purchaser shall indemnify us and hold us harmless from and against any claim, proceeding, action, loss, cost and damages arising out of or in relation to any non-compliance with applicable laws and regulations and with its obligations, defects or have a claim as expressly reserved such rights in Writing upon receipt of the Goods.

17. Termination, Suspension. 17.1 In the event that: (i) the Purchaser is in breach of the Contract (including but not limited to a breach under Clause 16.2); (ii) there is a material change in the Purchaser’s financial position which in our reasonable opinion, is likely to affect the Purchaser’s ability to perform its obligations under the Contract; (iii) there is a change in control of the Purchaser which in our reasonable opinion, adversely affects the position, rights or interests of the Purchaser (For the purpose of this sub-clause, ‘control’ means the ability to direct the affairs of another by virtue of contract, ownership of shares or otherwise however); (iv) the Purchaser ceases, or threatens, to file for bankruptcy, or if it is declared, in any condition under Clause 16.1 is not met for any reason whatsoever; or (v) a trade prohibition applies to the Goods at the time of Delivery or by product registration obligation applicable to the Goods at the time of Delivery or performance of the Contract and such registration has not been applied for by us or has not been granted, we shall be entitled to, at our own discretion, terminate the Contract without liability to the Purchaser or its customers. Should we, without notice and for any reason whatsoever or without delay after having discovered a defect which is not reasonably apparent from such inspection within two (2) working days from discovery, or from the date it should have been discovered through reasonable investigation. For the avoidance of doubt, if the Purchaser does not notify us in Writing of any defect within such time period, the Purchaser shall be deemed to have waived its right to inspect the Goods, and the reading done by us on the Goods at our discretion shall be the final and conclusive evidence of facts stated therein, and its accuracy shall not be disputed by the Purchaser under any circumstance.

18. Suspension of Termination Notice. The Purchaser is hereby notified, forthwith in Writing, that the Purchaser knowingly accepts defective Goods, the Purchaser shall be entitled to raise a claim as expressly reserved such rights in Writing upon receipt of the Goods.
18. Personal Property Securities Act

18.1 Notwithstanding anything to the contrary contained in these Conditions, the Personal Property Securities Act 2009 (Cth) and its associated Regulations as amended (PPSA) applies to these Conditions.

18.2 For the purposes of the PPSA:
(a) terms used in clause 18 that are defined in the PPSA have the same meaning as in the PPSA;
(b) these Conditions are a security agreement and Evonik has a Purchase Money Security Interest in all present and future Goods supplied by Evonik to the Customer and the proceeds of the Goods;
(c) the security interest is a continuing interest irrespective of whether there are monies or obligations owing by the Customer at any particular time; and
(d) the Customer must do whatever is necessary in order to give a valid security interest over the Goods which is able to be registered by Evonik on the Personal Property Securities Register.

18.3 The security interest arising under this clause 18 attaches to the Goods when the Goods are collected or dispatched from Evonik’s premises and not at any later time.

18.4 Where permitted by the PPSA, the Purchaser waives any rights to receive the notifications, verifications, disclosures or other documents specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPSA.

18.5 Evonik and the Purchaser agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA will apply to these Terms.

18.6 To the extent permitted by the PPSA, the Purchaser agrees that:
(a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Customer or which place obligations on Evonik will apply only to the extent that they are mandatory or Evonik agrees to their application in written form; and
(b) where Evonik has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

18.7 The Customer must immediately upon Evonik’s request:
(a) do all things and execute all documents necessary to give effect to the security interest created under this Agreement; and
(b) procure from any person considered by Evonik to be relevant to its security position such agreements and waivers (including as equivalent to those above) as Evonik may at any time require.

18.8 Evonik may allocate amounts received from the Purchaser in any manner Evonik determines, including in any manner required to preserve any Purchase Money Security Interest it has in Goods supplied by Evonik.

18.9 For the purposes of section 275(6) of the PPSA, the parties agree and undertake that these Terms and any information pertaining to the sale of Goods and details of the Goods shall be kept confidential at all times. Neither party may disclose any information pertaining to these Conditions or the sale of the Goods, except as otherwise required by law or that is already in the public domain.

Applicable Law:

19. Place of Jurisdiction. 19.1 The law of the State of Victoria, Australia, from time to time governs the Conditions. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts. 19.2 Notwithstanding clause 19.1, Evonik may elect to bring legal proceedings, including seeking injunctive relief, in any appropriate jurisdiction of its choosing. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 or any subsequently enacted treaty or convention shall not apply to or govern the Contract or the performance thereof or any aspect of any dispute arising therefrom.

20. Miscellaneous. No Assignment. The Purchaser may not assign, transfer, charge or deal in any other manner with any or all of its rights or obligations under the Contract without our prior consent in writing. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Contract, and shall permit us, in addition to any other rights that we may have under the Contract and claim damages. Severability. If any court or competent authority finds that any provision of these Conditions or the Contract or part of any provision thereof is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be amended or deemed to be deleted, and the validity, legality and enforceability of the other provisions of the Conditions and the Contract shall not be affected. Third Party Rights. The Contract is solely for the benefit of the Purchaser and us and shall not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein and no third party shall have any rights under the Contracts to enforce any term of the Contract or these Conditions. Bribery and remedies provided under these Conditions and/or the Contract to the Purchaser are instead and in place of the non-mandatory rights and remedies provided or implied by statute, law and equity or otherwise. Independent Contractors. The Purchaser and we are independent contractors and are not partners, principals/agents or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract, and no fiduciary, joint venture, trust or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract, law or otherwise. Headings. The headings of these Conditions and the Contract are of no binding effect, and shall not be used to construe these Conditions, nor the Contract.

Confidentiality. The Purchaser shall keep strictly confidential any Information, Knowledge and tangible materials including but not limited to information of key personnel constituting personal data under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) set out within the Privacy Act, technical and other data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (the Confidential Information) received, whether directly or indirectly, from us or our affiliates or disclosed in any other way by us or on our behalf. The Purchaser shall not disclose Confidential Information to third parties and shall use it only for the purpose of performing its obligations under the Contract. The Purchaser shall not use Confidential Information delivered to it in a tangible form such as documents, samples, specimens or the like promptly upon our request without retaining any copies or notes. In addition, it shall, upon our request, delete its own notes, compilations and evaluations containing Confidential Information without undue delay and shall confirm this to us in Writing. We retain ownership of, as well as all intellectual property rights in, the Confidential Information. The confidentiality and restricted use obligations set out herein shall survive the expiry or termination of the Contract for a period of five (5) years. Third Party Intellectual Property Rights. We shall not be liable for any infringement or allegation of infringement of any third party intellectual property rights arising out of: (i) any Use of the Goods, including in combination with other goods not made or supplied by us; or (ii) modification of the Goods or any part thereof by the Purchaser or a third party, Collection, Use and Disclosure of Data. We may from time to time, request for data (including but without limitation, personal data of officers of the company) ("Data") from the Purchaser, which are deemed fit for purposes of credit and due diligence checks (or for such other purpose as may be communicated from time to time by us to the Purchaser in Writing). Upon provision of such Data to us, the Purchaser shall be deemed to have obtained the prior consent of any individual from whom such Data is collected. Compliance with Policies. We refer to the documents "Code of Conduct", "Global Standard for the Management of Business Relationships", "Intellectual Property Rights", "Values for the Environment, Safety, Health and Quality" which are available at http://www.evonic.com/our-sustainability which apply exclusively to us and our affiliates. We expect the Purchaser and its affiliates to comply with the internationally recognised minimum standards of the UN Global Compact and the Core Labour Standards of the International Labour Organisation (ILO). In addition, the Purchaser and its affiliates undertake to comply with all anti-corruption laws applicable to the nature of the relationship between the Purchaser and us. Any infringement of the provisions of such law in connection with the Contract shall constitute a material breach of the Contract which, notwithstanding any of our other rights and remedies, shall entitle us to terminate the Contract immediately.