

**GENERAL TERMS AND CONDITIONS OF SALE
APPLIED BY MARMITE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
WITH ITS REGISTERED OFFICE IN ZAKRZEWO
IN PROFESSIONAL TRADE
BINDING AS OF 01.05.2024**

§ 1. Glossary

The following terms and expressions used in these General Terms and Conditions of Sale applied by Marmite spółka z ograniczoną odpowiedzialnością with its registered office in Zakrzewo in professional trade shall mean respectively:

Price List	a list of Goods offered by the Seller to the Buyer together with indices and net prices of these Goods;
Buyer	an entrepreneur who concludes an Agreement with the Seller in the course of the professional or business activity of the Buyer;
GTCS	these General Terms and Conditions of Sale;
Order Confirmation	confirmation by the Seller of accepting the Order for execution, submitted by the Seller to the Buyer in writing or in document form - an e-mail message;
Seller	MARMITE Spółka z ograniczoną odpowiedzialnością with its registered office in Zakrzewo, at ul. Przemysłowa 4, 62-070 Dopiewo, Poland, entered into the register of entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS number: 0000581685, NIP [tax identification number]: 7831732117, BDO number: 000024812, share capital PLN 19,851,800.00;
Party	the Seller or the Buyer;
Parties	jointly the Seller and the Buyer;
Goods	any products on sale at the Seller, in particular washbasins, shower trays and bathtubs which are the subject matter of each Agreement;
Good	unit of each Goods;
Agreement	each agreement for the sale of Goods concluded by the Seller and the Buyer on the basis of the Buyer's Order and the Seller's Order Confirmation, pursuant to the terms and conditions set out in the GTCS, the Price List and the Detailed Terms and Conditions (if applicable);
Detailed Terms and Conditions	detailed commercial terms and conditions of sale of the Goods (including logistical and quality terms and conditions) presented by the Seller to the Buyer and accepted by the Buyer, which supplement the GTCS and the Price List;
Order	an offer made by the Buyer to the Seller - within the meaning of the Act of 23 April 1964, Civil Code - to purchase Goods from the Seller on terms and conditions set out in GTCS, Price List and Detailed Terms and Conditions (if applicable);
Business Days	weekdays from Monday to Friday, with the exception of those days which are public holidays in the Republic of Poland.

§ 2. General provisions

1. The GTCS regulate the rights and obligations of the Parties with respect to the sale of the Goods by the Seller to the Buyer. The GTCS shall not apply to the Buyer being a natural person, who purchases the Goods for the purpose not related to professional or business activity, or when it clearly results from the Agreement that it does not have a professional character for the Buyer, resulting in particular from the subject of the Buyer's business activity.
2. The sale of Goods by the Seller to the Buyer shall be governed by the GTCS, the Detailed Terms and Conditions (if applicable) and the Price List; the GTCS shall form an integral part of each Order and each Agreement.

In the event of any discrepancies or contradictions between the provisions of the GTCS, the Detailed Terms and Conditions, the Price List or arrangements between the Parties made in document form, the following hierarchy (priority of application) shall be established: arrangements of the Parties, Detailed Conditions, Price List, GTCS.
3. The Seller shall not be bound by any terms and conditions of purchase (including template agreement, regulations) applied by the Buyer. The terms and conditions referred to in the preceding sentence shall not apply to the sale of Goods by the Seller to the Buyer.
4. The GTCS become binding for the Buyer at the moment of placing the Order or at the moment of the conclusion by the Buyer and the Seller of any Agreement for the sale of Goods (depending on which occurred first). The GTCS shall apply to all Agreements concluded between the Parties.
5. Information provided by the Seller in any format and form, in particular announcements, advertisements, price lists and the so-called commercial terms and conditions (including the Detailed Terms and Conditions), do not have the nature of an offer within the meaning of the Civil Code, however they constitute an invitation to conclude an Agreement on the terms and conditions indicated in such information, and in the absence of such information - on the terms and conditions indicated in the GTCS.
6. The Buyer is aware and accepts that the Goods require special conditions of transport, storage and installation in accordance with the instructions prepared by the Seller. The aforementioned instructions are available on the Seller's website under the link: <https://marmite.eu/downloads/> or will be made available to the Buyer in another form. The Buyer is obliged to read the above-mentioned instructions before placing the Order and to

comply with them during transport, storage and installation of the Goods. The Seller has the right to change the aforementioned instructions, of which the Seller undertakes to inform the Buyer in document form, and the Buyer is obliged to comply with them.

7. If the Seller is to produce the Goods on the basis of designs provided by the Buyer and/or with the use of graphic indications, logos, trademarks sent by the Buyer, the Buyer represents and warrants that as of the date of their delivery to the Seller, it shall be entitled to copyrights, in particular proprietary copyrights as well as industrial proprietary rights to, respectively, designs of the Goods, graphic indications, logos, trademarks to the extent necessary to commission the production of the Goods to the Seller and sale of such Goods to the Buyer by the Seller. The Buyer authorises the Seller to use, respectively, designs of the Goods, graphic indications, logos, trademarks, sent to the Seller, to the extent necessary to order production of the Goods by the Seller and sale of these Goods to the Buyer by the Seller, for the whole period of cooperation between the Parties. The Buyer represents and warrants that the Seller's use of, respectively, the designs of the Goods, graphic indications, logos and trademarks submitted by the Buyer for the purposes indicated in the preceding sentence, is free of charge. The Buyer shall bear full liability towards the Seller for lack of legitimacy of the aforementioned rights to, respectively, designs of the Goods, graphic indications, logos and trademarks, in particular it shall release the Seller from any liabilities towards third parties related to production of the Goods on the basis of designs of the Goods, graphic indications, logos and trademarks provided by the Buyer, and shall redress the entire damage incurred by the Seller in this respect. Furthermore, the Seller shall not bear any liability for the content and form of the aforementioned graphic indications, logos and trademarks sent by the Buyer, as well as for the usability, functional and durability parameters of the Goods manufactured in accordance with the designs and specifications provided by the Buyer.
8. The Buyer is aware that any Goods manufactured by the Seller at the Order of the Buyer are manufactured specifically for the needs of the Buyer, and therefore no return or exchange of Goods is envisaged, unless they have been manufactured by the Seller inconsistently with their specification or assurances included in the guarantee document referred to in § 5 clause 1 of GTCS.
9. In the event that the Parties intend to order new goods that are not covered by the Detailed Terms and Conditions or the Price List, the Parties shall cooperate in the development of such new goods. Once the Parties have accepted the new goods, the new goods may be introduced into the Price List or the Detailed Terms and Conditions.

§ 3. Orders and sales of Goods

1. Placement of Orders by the Buyer shall be in writing or in document form - an e-mail message to the contact details provided by the Seller. The Order constitutes an offer within the meaning of the Polish Civil Code.
2. The Buyer's Order shall contain indices and quantities of ordered Goods. The Buyer's Order constitutes an offer to purchase the Goods by the Buyer from the Seller at the price specified in the Detailed Terms and Conditions valid on the day of placing the Order, and in the absence of the Detailed Terms and Conditions - at the price specified in the Price List valid on the day of placing the Order, increased by VAT tax at the rate applicable for a particular transaction on the day of issuance of VAT invoices, and under other conditions specified in the GTCS and the Detailed Terms and Conditions. Placement of the Order by the Buyer shall at the same time constitute acceptance of the GTCS and the Detailed Terms and Conditions (if applicable).
3. If the Buyer places a faulty Order (i.e. incompatible with the GTCS or the Detailed Terms and Conditions, e.g. the Order does not meet the logistics minimum) or in case of other doubts of the Seller regarding the wording of the Order, the Seller shall, within 3 Business Days from placing the Order, inform the Buyer about this fact.
4. If the Seller accepts the Order, the Seller shall, within 3 (three) Business Days from the date of receipt of the Order, provide an Order Confirmation to the Buyer, by fax or e-mail. Confirmation of the Order by the Seller is also the actual commencement by the Seller of the execution (performance) of the Order placed by the Buyer. Not confirming the Order by the Seller does not result in any obligations on the side of the Seller regarding the sale of Goods covered by the Order. The Agreement is concluded at the moment of the Order Confirmation by the Seller.
5. The Seller may make acceptance of the Order conditional in particular on payment of the Buyer's outstanding financial liabilities with interest, cessation of other infringements by the Buyer and elimination of their effects or on the Buyer's provision of security of payment in the form agreed between the Parties or prepayment of the Order in the amount indicated by the Seller.
6. Withdrawal (cancellation) of the Order by the Buyer after acceptance of the Order by the Seller in accordance with clause 4 above shall always require the Seller's consent expressed in document form.
7. The Buyer represents that all Orders placed by it or its employees, affiliates and subcontractors are binding for the Buyer for the period of 15 (fifteen) Business Days from the date of their submission to the Seller and the Buyer undertakes not to raise any claims in this respect towards the Seller.
8. The date of execution of the Order for specific Goods is indicated in the Detailed Terms and Conditions, however, the Parties may agree on a different, individual date during the acceptance of the Order (which shall be confirmed by the Parties in writing or in document form - an e-mail message). If the Parties have not agreed on the Detailed Terms and Conditions, the date of execution of the Order shall be agreed between the Parties at the time of placing the Order (which shall be confirmed by the Parties in writing or in document form - an e-mail message). The Seller shall inform the Buyer about the actual date of release of the Goods, and the Buyer is obliged to prepare for the collection of the Goods at the time indicated by the Seller.
9. The place of delivery and release of the Goods by the Seller is the Seller's warehouse in Swadzim, Poland, during the working hours of this warehouse, and the Buyer, at its own cost and risk, is obliged to collect the Goods and arrange transport of the Goods from the aforesaid warehouse (EXW Swadzim, Incoterms 2020), unless something else results from the Detailed Terms and Conditions or the Parties set other, individual terms and conditions for delivery or transport of the Goods (which shall be confirmed by the Parties in writing or in document form - an e-mail message). The Seller shall be responsible for loading of the Goods at the Seller's plant in Zakrzewo for the means of transport provided by the Buyer.

10. The Seller shall mark the Goods and provide the Buyer with documentation relating to the Goods in accordance with the laws in force in the territory of the Republic of Poland, unless otherwise specified in the Detailed Terms and Conditions or the Parties have agreed otherwise in a separate agreement.
11. The Seller shall provide and bear the cost of standard cardboard packaging of the Goods.

§ 4. Collection of the Goods

1. The Buyer is obliged to collect the Goods at the place of collection agreed pursuant to § 3 clause 9 of the GTCS and within the time limit agreed pursuant to § 3 clause 8 of the GTCS.
2. Upon the release of the Goods to the Buyer or to a carrier indicated by the Buyer, the risk of loss or damage to the released Goods passes onto the Buyer.
3. At the time of release of the Goods to the Buyer or to a carrier selected by the Buyer, the Buyer is obliged to check the quantity and quality of the (collective) packaging of the Goods. Any reservations in the aforementioned scope shall be noted by the Buyer on the delivery note (or other document confirming the release of the Goods) and confirmed on this document by an employee of the Seller, and in the case of delivery of the Goods to a place other than the Seller's plant / warehouse - confirmed on this document by the Seller's driver and sent to the Seller in document form - an e-mail message at the latest on the next Business Day following the date of release of the Goods and under pain of losing the right to make reservations in this scope at a later date. The absence of reservations of the Buyer on the delivery note (or other document confirming the release of the Goods) confirmed by an employee of the Seller or the Seller's driver and the failure to send these reservations in document form - an e-mail message to the Seller within the aforementioned time limit shall be deemed as the collection of the Goods without reservations as to the quantity and quality of the (collective) packaging.
4. Within a period of 20 (twenty) Business Days counted from the release of the Goods to the Buyer or to a carrier chosen by the Buyer, the Buyer shall carefully inspect the quantity and quality of all Goods. Any reservations in the aforementioned scope shall be sent to the Seller in document form - an e-mail message at the latest within the period of 20 (twenty) Business Days counted from the release of the Goods to the Buyer or to a carrier selected by the Buyer, under pain of losing the right to make reservations in this scope at a later date (except for hidden defects). Lack of reservations of the Buyer within the time set out above shall be deemed as the collection of the Goods without reservation as to both the quantity and the quality of these Goods.
5. Making reservations as to the quantity or quality of packaging of the Goods or the Goods shall not release the Buyer from the obligation to pay the price by the date specified in the VAT invoice covering the sale of the part corresponding to the collected Goods and not covered by the aforementioned reservations.
6. The Seller shall consider the Buyer's reservations referred to above within 5 (five) Business Days from the date of their submission to the Seller. If the Seller accepts the Buyer's reservations concerning quantity or quality of the Goods - the Seller undertakes to supplement the missing quantities or deliver the Goods free from defects without undue delay, no later than within 20 (twenty) Business Days from the date of accepting the Buyer's reservations by the Seller, unless the Parties agree on a different date for supplementing the missing quantities or delivering the Goods free from defects or a different manner of settling the situation (which shall be confirmed by the Parties in writing or in document form - an e-mail message).
7. The Order execution date shall be deemed met by the Seller if the Seller has made the Goods available to the Buyer for collection within the time limit specified pursuant to § 3 clause 8 of the GTCS and at the place of collection of the Goods specified pursuant to § 3 clause 9 of the GTCS, unless the Goods have not been collected for reasons for which the Seller is responsible.
8. In the event that the Buyer delays the collection of the ordered Goods for reasons for which the Buyer is responsible, the Seller shall be entitled:
 - a. at the Buyer's expense and risk, to deliver the ordered Goods to the Buyer's premises, which shall not exclude the Seller's right to redress the damage resulting from the delay, or
 - b. to store the Goods in the Seller's warehouses at a storage rate of PLN 50 (fifty zloty) net for each pallet of the ordered Goods for each commenced week of storage in the Seller's warehouses or give the Goods for storage at the expense and risk of the Buyer; and
 - c. to issue a VAT invoice documenting the sale of the Goods and send it to the Buyer, and the Buyer is obliged to pay the said VAT invoice on the due date, despite the Buyer's failure to collect the Goods from the Seller.
9. In the event that the Seller fails to meet the deadline for execution of the Order due to circumstances for which the Seller is responsible, the Buyer is obliged - before rescinding the Agreement - to grant the Seller an additional period of at least 15 (fifteen) Business Days from the date of the additional request, for execution of the Order confirmed by the Seller.
10. The Seller reserves the right to release the Goods in parts (batches) to the Buyer, and the Buyer agrees thereto.
11. The Buyer warrants that persons collecting the Goods at the request of and/or on behalf of the Buyer at the Seller's plant or warehouse, as well as persons at the place of delivery of the Goods, will be authorised to collect the Goods on behalf of the Buyer and the Buyer therefore represents that it will not make any reservations in this respect towards the Seller.

§ 5. Quality guarantee and liability of the Seller

1. The Seller grants the Buyer a quality guarantee under the terms and conditions specified in the guarantee document published on the Seller's website under the link: <https://marmite.eu/downloads/> or provided to the Buyer by the Seller in another form (including e-mail). The guarantee is vested exclusively in the Buyer and is not transferable.

2. In the event of a complaint about the Goods by an end customer (i.e. an entity that purchases the Goods solely for its own use and not with the intention of further sale), the Buyer is obliged to immediately inform the Seller of such complaint and of the manner in which the Buyer will handle it. Accepting a complaint of the end customer by the Buyer does not bind the Seller.
3. The Seller shall not be liable for any damage to or defects in the Goods resulting from transport or storage of the Goods contrary to transport instructions or storage instructions referred to in § 2 clause 6 of the GTCS. In addition, the Seller is not liable for any damage to or defects in the Goods resulting from installation of the Goods contrary to the installation instructions referred to in § 2 clause 6 of the GTCS. The Seller shall not be liable for the Goods that have been modified or altered, and with regard to the Goods suitable for modification by trimming - the Seller is not liable for making such modification contrary to the instructions provided on the Seller's website: <https://marmite.eu/downloads/> or provided to the Buyer by the Seller in another form (including e-mail). The Seller is not liable for damage to or defects in the Goods caused by or as a result of the Goods not being used for their intended purpose. The Seller shall not be liable for any damage to or defects in the Goods caused by: (a) the use of corrosive, staining or abrasive substances on the Goods, including but not limited to alcohol, inks, lipstick, sanitary cleaners, other aggressive agents containing acids, ammonia, chlorine, and smouldering cigarettes or other objects, or (b) the use of water or any other substance at a temperature higher than (i) 75 degrees Celsius (on the Goods consisting of bathtubs or shower trays) and (ii) 70 degrees Celsius (on the Goods consisting of washbasins) on the Goods, or (c) mechanical damage to the Goods after their release to the Buyer caused by reasons beyond the Seller's control, or (d) storage or assembly of the Goods at ambient temperatures below 0 degrees Celsius or above 75 degrees Celsius.
4. The Seller shall bear contractual and tort liability towards the Buyer only for direct damage in the form of actual losses incurred by the Buyer, however, up to a maximum amount of 100% (one hundred per cent) of the price of each item of the Goods (included in the invoice issued by the Seller) which have not been delivered or have been delivered late through the fault of the Seller, or which have turned out to be defective. The Seller shall not be liable to the Buyer for indirect (consequential) damage as well as for the Buyer's lost profits (*lucrum cessans*). The above restrictions do not apply if the damage was caused to the Buyer by the Seller intentionally.
5. In the case of accepting a complaint under the guarantee and removal of a defect in the Goods in a manner other than repair of the Goods covered by the complaint, the Seller shall dispose of the Goods complained of at its own cost (in the event that the Goods have been sent to the Seller at the Seller's request) or the Seller shall cover the cost of disposal of the Goods by the Buyer, previously agreed (prior to disposal) between the Buyer and the Seller (in the event that the Goods complained of have not been sent to the Seller). The Seller shall also have the right to request the Buyer to send the Goods covered by the complaint after the Seller has accepted the complaint. In this case, the Seller shall bear the costs of sending the Goods to the Seller's premises.
6. The Parties exclude the statutory warranty for physical defects of Goods.

§ 6. Payments

1. Under the Agreement, the Buyer shall pay for the Goods indicated in the Order the sale price specified in the Detailed Terms and Conditions valid on the day of placing the Order, and in the absence of Detailed Terms and Conditions - the price specified in the Price List valid on the day of placing the Order, increased by VAT tax at the rate applicable for a particular transaction on the date of issuing the VAT invoice. The Detailed Terms and Conditions as well as the Price List may be unilaterally amended by the Seller and communicated to the Buyer in writing or in document form - an e-mail message. The new Detailed Terms and Conditions as well as the new Price List shall be effective 30 (thirty) days after they are delivered to the Buyer, unless the Parties agree on a different date for the commencement of the new Detailed Terms and Conditions or the Price List (which shall be confirmed by the Parties in writing or in document form - an e-mail message).
2. The Buyer consents to receiving VAT invoices electronically, in *.pdf format, to the e-mail address indicated in the Order or the e-mail address from which the Seller received the Order from the Buyer or to any other e-mail address indicated by the Buyer for the purpose of sending VAT invoices.
3. The Buyer is obliged to pay the Seller the price for the ordered Goods on the basis of an issued VAT invoice, by bank transfer to the bank account indicated in the above-mentioned VAT invoice, within the payment due date agreed in the Detailed Terms and Conditions or indicated in the Price List (in the absence of the Detailed Terms and Conditions), unless the Parties agree on a different, individual payment term (which shall be confirmed by the Parties in writing or in document form - an e-mail message). If the Parties do not agree on the payment due date as specified above, the Buyer is obliged to pay the price within 7 (seven) days of receipt of the Order Confirmation, but no later than before the Goods are released to the Buyer.
4. The Buyer hereby authorizes the Seller to issue VAT invoice without a signature of the Buyer.
5. The Seller shall issue a VAT invoice and submit it to the Buyer on the date of placing the Goods at the Buyer's disposal in accordance with § 3 clause 9 of GTCS or on the date of dispatch of the Goods to the Buyer.
6. The payment day shall be the day of crediting the bank account of the Seller.
7. In the event of a delay in the fulfilment by the Buyer of any due obligations, the Seller is entitled to:
 - a. suspend the execution of each confirmed Order until the Buyer has paid (together with due statutory interest for delay in commercial transactions and additional costs of debt collection) all mature liabilities, of which the Seller shall promptly notify the Buyer in document form - an e-mail message; the occurrence of the above circumstances shall cause extension of the time limit for the execution of the confirmed Order by the time between the Seller notifying the Buyer of unpaid and mature liabilities and settlement by the Buyer of all mature liabilities; the Seller's suspension of completion of a confirmed Order in the circumstances described in the provision above shall not constitute non-performance or undue performance of the Agreement by the Seller and shall not cause any negative legal and financial consequences for the Seller; and/or
 - b. after prior request to the Buyer for payment of outstanding obligations within a period of 7 (seven) days and its ineffective expiry, rescind the Agreement regarding the unpaid batch of the Goods or all Agreements concluded and not performed by the Seller for the Buyer until that date; and/or

- c. demand the prepayment of the full price for the next ordered batches of the Goods from the Buyer, unless the Buyer provides the Seller with the security for payment for the next batches of Products in a form satisfactory for the Seller.
8. In the situation described in § 6 clause 7 letter b of GTCS, the Seller has the right to sell to third parties the Goods ordered by the Buyer, in relation to which the Seller has rescinded the Agreement, and to demand from the Buyer a contractual penalty in the amount constituting the difference between the sale price of the above-mentioned Goods agreed between the Seller and the Buyer and the sale price of the above-mentioned Goods paid to the Seller by the third party, to which the Buyer consents. If the above-mentioned Goods are produced on the basis of the Buyer's designs or with the Buyer's graphic indications, logo or trademark, then in the situation described in § 6 clause 7 letter b of GTCS, the Seller is obliged to dispose of the above-mentioned Goods, and the Buyer is obliged to pay to the Seller a contractual penalty in the amount of the sum of sale price of the above-mentioned Goods agreed between the Seller and the Buyer and costs of disposal of the above-mentioned Goods, to which the Buyer consents.

§ 7. Force majeure

1. Neither Party shall be liable in the event of a state of force majeure.
2. Force majeure does not waive the obligation to make the settlements in respect of the Goods delivered to the Buyer.
3. Force majeure shall be understood as an external event, impossible to foresee, the consequences of which cannot be prevented (e.g. state of war, state of emergency, fire, flood, riots, terrorist attacks, strikes, breaking of supply chains, state of epidemic or state of pandemic, other actions of state authorities preventing the performance of the Agreement).
4. The lead time for the Order shall be automatically extended by the duration of force majeure.
5. If the state of force majeure lasts longer than 3 (three) months, each Party has the right to rescind the unperformed Agreement, without any negative legal and financial consequences, of which it will inform the other Party in document form - an e-mail message.

§ 8. Copyrights and industrial property rights

1. The intellectual property rights and copyrights in the designs of the Goods vest in the Seller, unless otherwise specified in the Agreement or any other written agreement between the Parties.
2. With regard to the Goods to whose designs the Seller has intellectual property rights (e.g. copyright), the Buyer undertakes to the Seller that it will not: (a) manufacture the Goods constituting the subject matter of the Agreement, as well as (b) have the Goods constituting the subject matter of the Agreement manufactured by any third party. The Buyer shall not make any use whatsoever of the designs of the Goods or of the know-how obtained under or in connection with the Agreement. A breach of any of the obligations indicated above entitles the Seller to demand that the Buyer pays a contractual penalty of EUR 100,000 (one hundred thousand euros) for each breach. The reservation of contractual penalty shall not exclude the right to seek the payment of compensation exceeding the value of the reserved contractual penalty.

§ 9. Dispute resolution

Any disputes which may arise on the grounds of the GTCS or any Agreement, including those related to the execution of the Order and delivery of the Goods by the Seller to the Buyer, shall be resolved amicably between the Parties, and if they cannot be resolved amicably within 15 days - then the Polish common court having jurisdiction over the registered office of the Seller shall be competent to resolve the aforesaid disputes.

§ 10. Final provisions

1. The GTCS, the Detailed Terms and Conditions, the Agreement concluded on the basis of the GTCS, the Order and any other arrangements of the Parties concerning the sale of the Goods by the Seller to the Buyer shall be governed by the Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. In matters not covered by the Agreement, the Detailed Terms and Conditions and the GTCS, the provisions of the Polish Civil Code shall apply.
2. The invalidity or ineffectiveness of any of the provisions of the GTCS shall not affect the validity or effectiveness of other provisions of the GTCS. In such a case, the relevant provisions of Polish law shall apply instead of the invalid or ineffective provisions of the GTCS.
3. The Buyer is not entitled to assign any rights (including liabilities) under the Agreement or the Order to any third party without a prior written consent of the Seller. It is also not permissible for the Buyer to deduct any receivables to which it is entitled towards the Seller with mutual receivables of the Seller towards the Buyer under the sale of the Goods without the prior written consent of the Seller.