5.10 The forgoing remedies are in addition to, and not in lieu of any remedies available to Buyer.

5.7 For the purpose of auditing Seller’s Quality Management System and/or processes Buyer has the right to access all locations where the Goods are manufactured or Services are performed.

5.6 PACKING AND TRANSPORTATION:

5.6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (Incoterms in its last version) to the ‘ship to’ facility referenced in the Purchase Order.

5.6.2 Seller shall ensure that the Goods are properly packaged in such a manner as to enable them to reach their destination in good condition. No separate payment will be made for any packing materials, except otherwise stated in the Purchase Order or subsequently agreed in writing by Buyer. Each delivery of Goods and/or Services shall be accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods and/or Services, special storage instructions (if any) and, if the Goods are being delivered by a carrier, the carrier’s number, and the consignment number.

5.6.3 If the Seller requires the Buyer to return any packaging material of the Goods to the Seller, that fact should be clearly stated on the delivery note. Any such packaging material shall only be returned to the Seller at the cost and risk of the Seller.

7. TRANSFER OF TITLE / PROPRIETARY INFORMATION / TOOLS:

7.1 In the case where Goods are collected by Buyer, the title and risk to the Goods shall pass upon acceptance by Buyer at Buyer’s premises.

7.2 All information with regards to the Contract is confidential and shall remain confidential to Seller for the purpose of performing the Contract is confidential. Seller agrees not to disclose such information to any third party and/or use that information for purposes other than submitting a bid or performing a Contract unless otherwise agreed in writing by Buyer. Seller shall ensure that all employees and agents (including those employees, officers and agents who may terminate their relationship with Seller) shall abide by the same obligation as if their names were inserted in the place of “Seller”. If it becomes necessary for the Buyer to disclose confidential information to the Buyer or of becomes necessary for the Buyer to disclose confidential information other than that outlined in Section 7.2, the obligations related to such information shall be set forth in a separate non-disclosure agreement to be executed by the parties prior to the disclosure of such confidential information.

7.3 Drawings, samples, formulas and tools which Buyer makes available to Seller for submission of a bid or performance of a Contract, remain Buyer’s property and may not be copied or used for purposes other than those for which they were supplied.

7.4 Unless otherwise stated in the Purchase Order, Seller shall be bound for acceptance of Goods supplied or Services rendered unless covered by an official Purchase Order which has been acknowledged by Seller within ten (10) working days of the date thereof.

7.5 By acceptance of the Purchase Order, Seller agrees to comply fully with the terms and conditions thereof and with these General Conditions of Purchase. Acceptance of the Purchase Order is strictly limited to the terms and conditions specified by Buyer and the Seller agrees to accept and abide by the terms and conditions of Purchase and none of Seller’s terms and conditions shall apply. Acceptance by Buyer of any Goods and/or Services under the Purchase Orders shall not constitute acceptance of Seller’s terms and conditions.

7.6 In the event of a conflict between the terms of the Purchase Order and these General Conditions of Purchase, the terms of the Purchase Order shall prevail.

3. ALTERATIONS:

3.1 Any alterations with regards to Buyer’s Purchase Order, included but not limited to quantity, quality, description or specifications of the Goods and/or Services to be delivered or any alterations in the terms of the transaction must be mutually agreed between Buyer and Seller and shall be confirmed by Buyer in writing prior to delivery.

3.2 Buyer reserves the right to make changes in design and specification for any Goods and/or Services. The difference in price or time for performance resulting from such changes as reasonably determined by Buyer will be equitably adjusted and the Purchase Order will be amended accordingly.

4. QUALITY & CONFORMANCE/COMPLIANCE WITH LAWS:

4.1 Unless otherwise specified, acceptance of Goods and/or Services shall be determined by conformance or compliance, or both, to specifications or if applicable, previously submitted Buyer-approved supplies and/or samples. In either case, Goods and Services shall be subject to Buyer’s approval within a reasonable time after delivery.

4.2 Goods supplied or Services rendered shall conform to contract, quality, description and compliance with the provisions of the Purchase Order and possess all the properties necessary for normal usage of the Goods or Services as can normally be expected by the Buyer.

4.3 Goods supplied shall conform to the Global Supplier Quality Manual a copy of which is available through internet on https://www.sensata.com/resources/supplier

4.4 In performing the Contract, Seller will comply with all applicable laws and regulations including, but not limited to those pertaining to the supply, packaging, labeling and carriage of hazardous goods, health and safety, product safety, environmental protection, the safe and use of materials, production, production of Goods, the import and export of Goods and other professional costs and expense arising from the ordinary purchase, sale or use of Goods or Services as a result of or in connection with:

4.1.1 any claim for breach of confidence or implied or alleged infringement of a third party’s intellectual property rights, including but not limited to any patent, model, trademark, trade-name or copyright arising out of, or in connection with the manufacture, sale or use of the Goods, or receipt, use or supply of the Goods.

4.5 Seller shall comply with all requirements set forth in European regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). A violation of any of all or any of the above obligations entitles the Buyer to terminate the Contract and claim damages.

5. INSPECTION AND WARRANTY:

5.1 Unless otherwise specified, acceptance of Goods and Services received against the Purchase Order conform to the mutually agreed specifications, drawings, samples or other descriptions furnished by Buyer.

5.2 Seller shall comply with all applicable statutory and regulatory requirements relating to the manufacture, packaging, handling and delivery of the Goods.

5.3 Goods rejected shall be held at Seller’s risk and are returnable at Seller’s expense for credit at the full price and shall not count as having been delivered unless Seller agrees with Buyer to make the adjustment for their intended purpose. In case the Seller shall be debited with the costs thereof.

5.4 If required Seller will make process control data, inspection and test reports covering the Goods and their parts available for review and subject to examination by Buyer or its authorised representative to verify conformance to such specifications or drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable drawings, or on the Purchase Order.

5.5 Inspection may be performed at Buyer’s option on a statistical sampling basis. The entire delivery may be rejected based on defects revealed by such sampling. At Buyer’s option, the rejected Goods will be either returned to the Seller for replacement or credit or 100% screened by Buyer with the cost of screening paid by Seller.

5.6 The initial inspection performed by Buyer upon receipt of Goods is a contractual acceptance, and shall not waive the right of Buyer to return to Seller Goods which exhibit or develop defects due to latent conditions during or after installation of the first end product.

5.7 For the purpose of auditing Seller’s Quality Management System and/or processes Buyer has the right to access all locations where the Goods are manufactured or Services are performed.

5.8 Unless a longer period is set forth in the Purchase Order, Seller’s warranty shall be effective for a period of two (2) years from the date of delivery to Buyer.

5.9 Seller shall inform Buyer of any risk involved in the usage of the Goods. Seller must also inform Buyer of such risk even if the warranty period has expired, or if the risk is not covered by warranty.

5.10 The foregoing remedies are in addition to, and not in lieu of any remedies available to Buyer.
10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer’s right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.
12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may, without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.
13.2 Buyer may, without intervention of any judicial authority, immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADE NAMES AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer’s trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of Lithuania.
16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Court at Kaunas in Lithuania shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or performance of Seller’s obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorise or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer’s Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer’s Global Supplier Quality Manual (GMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.