

## **General Terms and Conditions of Purchase of Atotech (Malaysia) Sdn. Bhd.**

### **1. Definitions**

In these General Terms and Conditions of Purchase:

- a) "The Buyer" means ATOTECH (MALAYSIA) SDN. BHD.
- b) "The Supplier" means the person, firm or company who enters into the contract for the supply of the Goods or the Services to the Buyer.
- c) "The Goods" means the goods, products, equipment, articles or materials of all kinds which the Supplier is to supply or deliver to the Buyer as more particularly described in the purchase order.
- d) "The Services" means the services of all kinds which the Supplier is to perform to the Buyer as more particularly described in the purchase order.

### **2. Scope of Application**

**2.1** These General Terms and Conditions of Purchase ("these General Terms and Conditions of Purchase") shall apply to all of the Supplier's deliveries, services and offers made/provided to the Buyer.

**2.2** These General Terms and Conditions of Purchase shall form an integral part of all purchase orders and/or contracts that the Buyer concludes with the Supplier regarding the deliveries or services offered by the Supplier.

**2.3** Should any discrepancy arise between these General Terms and Conditions of Purchase and any other terms and conditions of the Supplier, the respective terms and conditions of the Supplier shall hereby expressly be excluded. The Buyer's acceptance of the Supplier's Goods or Services shall not be deemed an acceptance of any of the Supplier's terms and conditions.

### **3. Purchase Orders and Orders**

**3.1** All agreements made between the Buyer and the Supplier for the purpose of fulfillment of the contract are to be set forth in writing in the contract. There are no oral side agreements.

**3.2** A quotation and offer from a Supplier shall be irrevocable for a period of 30 days after its receipt by the Buyer. An agreement shall be deemed to have been concluded as soon as the Buyer accepts a written quotation or offer by means of placing a written purchase order. The Supplier is obliged to confirm any (purchase) order made by the Buyer in writing within 14 days from the receipt of the (purchase) order. In the absence of such confirmation, the performance of the

purchase order by the Supplier shall constitute acceptance of the purchase order unless the Buyer revokes the purchase order without any claims arising against the Buyer from this.

**3.3** If the fulfillment of the order requires special expertise or qualifications, the Supplier shall submit suitable certificates of competence to the Buyer already with its offer, without having to be asked to do so.

### **4. Time of Delivery, Default**

**4.1** Time is of the essence for the purchase order. The Supplier shall deliver the Goods and complete the Services using the mode, within the times and at the place specified in the contract. Failure to deliver the Goods or complete the Services on the date specified or subsequently agreed shall entitle the Buyer to release himself from the obligation to accept and pay for the Goods and/or the Services and/or to cancel all or part of the order therefore without any penalty to the Buyer, in either case without prejudice to any other rights and remedies the Buyer may have.

**4.2** If the Supplier is in default with the delivery and/or performance, the Buyer is entitled to calculate a contractual penalty at the rate of 1% of the total contract sum, for every day of the delay or remaining fraction thereof, not, however, to exceed 20% of the total contract sum.

**4.3** In the event of delivery earlier than agreed, the Buyer can return the shipment at the Supplier's expense. If the Goods are not returned in the event of early delivery, they shall be stored at the expense and risk of the Supplier until the agreed upon date of delivery to the agreed place.

**4.4** Title and risk of loss shall pass to the Buyer upon inspection and acceptance of the Goods of the Services by the Buyer.

### **5. Packaging, Transportation**

**5.1** The Goods to be delivered shall be packaged and marked as is customary and reasonable in the situation and in accordance with the Buyer's instruction and any statutory requirements. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with and comply with all applicable regulations. If the packaging material is not agreed upon by contractual agreement, the Supplier may only use such packaging material which is ecologically not harmful and which does not impede recycling.

**5.2** Delivery shall occur free of cost for packaging, handling, transportation and insurance.

**5.3** The Buyer's order number shall be indicated on all delivery papers.

**5.4** Additional expenses for express shipping required in order to comply with a delivery date shall be borne by the Supplier.

**5.5** Any Goods provided by the Supplier to the Buyer shall be at the sole risk of the Supplier until the time of complete delivery to the Buyer.

## **6. Audit, Inspection**

**6.1** The Supplier shall be responsible for ensuring that all inspections and testing of the Goods and/or Services are properly and adequately performed prior to shipment to the Buyer.

**6.2** Neither receipt nor payment for the Goods and/or Services delivered hereunder shall constitute acceptance thereof.

**6.3** Subject to notification of 7 calendar days in advance the Supplier, the Buyer or its representative shall be entitled to carry out audits at the sites of the Supplier, its subcontractors or at any other site before and/or during the performance of the contract for the purpose of verifying the Supplier's compliance with or its ability to perform its obligations under the contract. The Supplier shall provide to the Buyer all assistance required to carry out such audits.

**6.4** The audits carried out by the Buyer shall not reduce the Supplier's contractual liability in any way whatsoever, for example regarding the extent of the Supplier's own required quality controls, and further they shall not affect the Buyer's right to subsequently refuse all or part of the Goods and/or Services on delivery.

**6.5** The Buyer or its representative shall have the right to inspect and test all Goods and/or Services delivered under the purchase order. The Buyer may reject any or all items of Goods and/or Services that are defective or nonconforming, as determined by the Buyer's sole reasonable judgment. Any items of the Goods and/or Services supplied in excess of the quantities ordered under the purchase order may be returned at the Supplier's risk and expense. With respect to the rejected items of Goods and/or Services, the Buyer may at the Supplier's risk and expense (i) hold such rejected items, or (ii) return such rejected items to the Supplier for, at the Buyer's option, either (a) full credit or refund if already paid, or (b) replacement Goods and/or Services.

**6.6** The Supplier shall be liable for the Buyer's costs, expenses and damages related to or arising from nonconforming Goods and/or Services, including but not limited to expenses related to packing, handling and transportation, re-inspection, retrofit, and any and all other such corrective action expenses incurred by the Buyer.

## **7. Price, Invoicing and Payment**

**7.1** All prices specified in the purchase order hereof shall be deemed to include all direct and indirect costs of whatever kind.

**7.2** The price is a firm fixed price for the duration of the purchase order and not subject to increase for any reason unless the order specifies the circumstances which may lead to price adjustments.

**7.3** The price shall be inclusive of all storage, handling, packaging, and transportation expenses and all other expenses and charges of the Supplier.

**7.4** The price shall be inclusive of all applicable sales, value-added or similar taxes and excise tax and any duties unless otherwise stated in the order. The Buyer may request the Supplier to breakout from the price all such taxes other charges, in the invoices.

**7.5** Invoices shall be issued by the Supplier to the Buyer no earlier than complete delivery of the Goods and/or Services to the Buyer.

**7.6** The Supplier shall comply with the Buyer's instructions with respect to the form, content and method for submission of invoices.

**7.7** The Buyer shall have no obligation to pay any amount prior to the receipt by the Buyer of a correct and proper invoice for such amount prepared in accordance with the contract.

**7.8** The Buyer may withhold payment of invoices until it has received and inspected the Goods and/or Services and has determined they conform to the contract.

**7.9** The Buyer shall be entitled to rights of setoff and retention to the extent permitted by law. The Buyer may reduce and set off against amounts payable to the Supplier under the purchase order any indebtedness or other claim which the Buyer may have against the Supplier however and whenever arising.

**7.10** Payment do not constitute acknowledgement that the deliveries or performances are as stipulated in the contract.

## **8. Changes**

**8.1** The Buyer reserves the right at any time, by written notice to the Supplier, to make any changes to the purchase order including in respect of description, specifications, quantity and delivery of the Goods and/or Services.

**8.2** The Supplier must not make such changes unless the same have been authorized in writing by the Buyer.

**8.3** If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the order shall be modified accordingly.

## **9. Rights in the Event of Defects, Limitation, Spare Parts and Wearing Parts**

**9.1** The Supplier warrants that the Goods and/or Services shall comply in every respect with any specifications, drawings, samples and other data forming part of the purchase order and shall be free from any defect in material or workmanship.

**9.2** Subject to Clause 9.3 and Clause 9.4, in the event of material and legal defects the statutory provisions which are in force at the time of the purchase order/assignment shall apply.

**9.3** Unless otherwise specified in the contract, all claims due to material and legal defects come under the statute of limitations in 3 years, unless longer periods are provided for by law.

**9.4** Unless otherwise specified in the contract, apparent defects of the Goods and/or Services can be brought forward by the Buyer within 5 days upon receipt of the Goods and/or Services and hidden defects of the Goods and/or Services can be brought forward by the Buyer within 2 weeks upon discovery by the Buyer (collectively "**Defect Goods and/or Services**"). The Buyer is entitled to refuse acceptance of the Defect Goods and/or Services.

**9.5** Unless otherwise specified in the contract, the Supplier undertakes to provide spare parts and wearing parts for the Goods and/or Services supplied to the Buyer for a period of at least 10 years after the final delivery.

**9.6** If the Supplier intends to cease production of spare parts and wearing parts for the products supplied to the Buyer, the Supplier shall notify the Buyer of this immediately after the decision to cease production. This decision must be made at least 3 months before the end of production, subject to Clause 9.5.

## **10. Retention of Title**

Retention of titles on the part of the Supplier is valid only as far as they refer to the Buyer's payment obligation for the respective products to which the Supplier retains title. In particular, expanded or extended retentions of title on the part of the Supplier are invalid.

## **11. Warranties**

**11.1** The Supplier shall, irrespective of the Buyer having any prior competence or knowledge, give the Buyer all necessary information, advice and warnings in relation to the nature and composition of the Goods and/or Services. The Supplier shall warn the Buyer

about the risks related to the Goods and/or Services, including but not limited to health and safety risks or concerns and any other hazardous risks.

**11.2** The Supplier warrants that it has the full right to sell the Goods and/or Services and that the Goods and/or Services are free from any encumbrances, rights and privileges of any third party. The Supplier warrants that the Goods and/or Services correspond to any description, specification and to any samples referred to in the contract. The Supplier further warrants that the Goods and/or Services are fit for the purpose(s) and objective(s) specified by the Buyer and shall have no recourse to any purported lack of accuracy in the documents attached to the contract.

## **12. Product Quality and Product Liability**

**12.1** The Supplier shall apply a quality assurance program according to the current technical and legal requirements and, if the Buyer so requires, prove this to the Buyer.

**12.2** The Supplier shall, during the duration of this contract, maintain a product liability insurance including the risk of recall, which ensures that all death, bodily injury or property damages caused by a product defect are covered by the insurance policy. The Buyer is entitled to demand that the Supplier submit corresponding insurance policy for approval.

**12.3** The Supplier shall assume entire responsibility for and shall defend, indemnify and hold the Buyer harmless against all losses, liabilities, claims, costs, expenses and obligations of any nature or kind arising from personal injuries of the Buyer's employee and damage to the Buyer's property sustained in the performance of or in connection with this contract.

**12.4** If it appears that any third party suffers or potentially may suffer death, bodily injury or property damage on account of use of the Goods and/or Services, the Supplier shall indemnify, defend and hold the Buyer harmless from and against any and all claims, demands and suits made or brought by the third parties, and liabilities, losses, damages, judgments, awards, costs and expenses (including attorney's fees) resulting therefrom, if such claim, demand or suit is founded on third party damage attributable to any defects, or alleged defects, in the Goods and/or Services.

## **13. Limitation of Liability**

Under no circumstances shall the Buyer be liable for any special, indirect, incidental, consequential or punitive damages, including without limitation, loss of profits or interruption of business, whether foreseeable or unforeseeable, and whether based on breach of contract, misrepresentation, negligence, tort liability or

otherwise, arising from or in connection with the Buyer's failure to perform under the contract or Buyer's use or resale of the Goods and/or Services purchased thereunder. In no event shall the Buyer's liability to the Supplier, if any, whether arising out of contract, tort or any other cause of or form of action whatsoever, exceed the purchase price of the particular products with respect of which the damages shall have occurred.

#### **14. Intellectual Property Rights, Rights of Use, Confidentiality**

**14.1** The Supplier warrants and represents that the contract and its implementation, especially the use of the Goods and/or Services delivered, do not violate any intellectual property rights of third parties.

**14.2** The Supplier undertakes to indemnify and hold the Buyer harmless from all claims asserted against the Buyer by third parties due to the infringement of intellectual property rights mentioned in Clause 14.1 and reimburse the Buyer for all necessary expenses incurred in connection with said claims.

**14.3** All documents (e.g., drawings, illustrations, calculations, descriptions), models and tools made available by the Buyer in the course of the contract shall remain the Buyer's property. Any use thereof going beyond the contractual purpose (e.g. copying, making available to third parties) shall not be allowed to the Supplier. Upon termination of the contract, the Supplier shall upon request from the Buyer return the original and photocopy copies of these tools, models and documents.

**14.4** The Supplier grants the Buyer a non-exclusive, transferable, worldwide license, for an unlimited period of time, with the agreed upon features, and in the scope necessary for use as stipulated in the contract, for software belonging to the scope of supply including the corresponding documentation.

**14.5** Any information or knowledge which the Buyer may have disclosed or may here-after disclose to the Supplier in connection with a purchase order and/or contract shall be deemed to be confidential and proprietary information of the Buyer ("Confidential Information"). The Supplier shall not, without the Buyer's express written consent, use or disclose the confidential information of the Buyer. The Supplier will hold the Confidential Information of the Buyer in strict confidence and use the same only for the purpose of the order and not use for its own benefit or for the benefit of any third party or disclose to any third party. The Supplier shall also in writing oblige its employees and any other persons, who are working on the processing or the fulfillment of the order, to keep confidential the Confidential Information, unless they

have already by their employment contracts or any other contracts have been obliged to maintain confidentiality of the Confidential Information. The duty to maintain confidentiality shall also apply to all knowledge, obtained in the course of the cooperation, concerning organization, development and other structures and/or concerning the contents of the order, especially as to prices, amount and conditions.

**14.6** The Supplier shall transfer to the Buyer the right to file for intellectual property rights for all inventions made by him or persons retained by him in the course of the contract in order to fulfill the contract. The aforementioned granting of rights and transfer of rights shall be considered as being compensated by the price paid for the Goods delivered or the Services rendered.

#### **15. Health, hygiene, safety and environment**

**15.1** Persons who carry out work on the Buyer's premises in fulfillment of the contract must observe the provisions of the valid company regulations with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

**15.2** The Supplier represents warrants and undertakes to the Buyer that:

- a) The Supplier is duly authorized under the applicable law from time to time, to sell, take possession of, store, handle and use the chemicals substances in Malaysia and that it has been duly issued with the requisite permits and/or licenses to do so which shall remain valid and effective throughout the period of the supply of the chemicals substances by the Supplier to the Buyer.
- b) The Supplier shall immediately notify the Buyer of any circumstances which cause the Supplier to cease being authorized as aforesaid and/or any permit or license to be terminated, withdrawn, suspended or cease being valid and effective for any reason whatsoever, and
- c) The Supplier shall indemnify the Buyer fully from and against any liabilities, claims, losses, damages, costs and adverse consequences (including the costs and expenses incurred in defending or attending to any such liabilities) arising from
  - (i) a breach of any of the above representations, warranties and undertakings; or
  - (ii) any failure by the Supplier to promptly and properly perform its obligations hereunder.



**15.3** In the event where the circumstances and/or possibility of the circumstances under clause 15 2(b) arise, irrespective of through the Buyer's self discovery or through the Supplier's notification as per the same clause, the Buyer shall be entitled to withhold the supply and terminate the purchase of the chemicals materials to the Supplier without imposing any liability to the Supplier.

## **16. Code of Conduct, Environmental Protection, Safety**

**16.1** The Buyer is committed to the ethical values and principles expressed in *Atotech's* Code of Conduct. In particular, this includes compliance with the statutory regulations regarding dealing with employees, environmental protection and industrial safety, observation of the rules of free competition, and rejection of corruption in all of its forms, be they public or private, active or passive. The Supplier confirms that it is familiar with the contents of *Atotech's* Code of Conduct and upholds ethical values and principles equivalent to those expressed in *Atotech's* Code of Conduct. In addition, the Supplier will use its best efforts to also promote and demand compliance with these values and principles by its suppliers. The *Atotech's* Code of Conduct is available in the download area under [www.atotech.com](http://www.atotech.com).

**16.2** In view of its responsibility for the health and safety of its employees in the workplace, the Supplier undertakes to reduce the negative effects of its activities on human beings and the environment continuously and with lasting effect. To this end, the Supplier shall, within the scope of its possibilities, set up and refine a management system in compliance with ISO 14001.

**16.3** In addition, the Supplier undertakes to provide the Buyer all relevant information about potential risks of the plants, machines, work equipment, products, chemical sub-stances and production materials that it is to supply to the Buyer.

## **17. Performance of the Services and supply of the Goods**

Supplier shall act as an independent contractor and neither Supplier nor any of its sub-contractors nor their personnel shall be deemed for any purpose to be the employee, agent, servant or representative of the Buyer in performing the Services and supply of the Goods described herein.

## **18. Anti-corruption undertakings**

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the contract and any other anti-corruption laws otherwise applicable to the parties or their ultimate parent company,

**18.1** The Supplier, in respect of the contract and the matters that are the subject of the contract, warrants that neither it nor to its knowledge anyone on its behalf, has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through an intermediary, to or for the use of any Officer Of A Public Body, where such payment, gift, promise or advantage would be for the inducement or a reward for:

- (i) the officer voting or abstaining from voting at any meeting of the public body in favour of or against any measure, resolution or question submitted to the public body;
- (ii) the officer performing or abstaining from performing or aiding in procuring, expediting, delaying, hindering or preventing the performance of, any official act ;
- (iii) the officer aiding in procuring or preventing the passing of any vote or the granting of any contract or advantage in favour of any person; or
- (iv) the officer showing or forbearing to show any favour or disfavour in his capacity as such officer.

"Officer Of A Public Body" means any person who is a member, an officer, an employee, an employee or a servant of a public body, and includes a member of the administration, a member of Parliament, a member of a State Legislative Assembly, a judge of the High Court , Court of Appeal or Federal Court, and any person receiving any remuneration from public funds, and, where the public body is a corporation sole, includes the person who is incorporated as such.

**18.2** Supplier, in respect of the contract and the matters that are the subject of the contract, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than an Officer Of A Public Body) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the contract.

**18.3** Supplier shall cause Supplier's personnel and subcontractors to comply with the obligations set forth in this Clause 18 and to warrant the same under the terms of their agreements with any subcontractors. In particular, Supplier shall perform compliance due diligences on all major subcontractors and the Buyer reserves the right to request proof of and/or documentation relating to such due diligences.

**18.4** All financial settlements, billings and reports rendered to the Buyer shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the contract. Supplier also shall maintain adequate internal controls to ensure that all payments made in performance of the contract are authorized and in compliance with the contract. The Buyer reserves the right to perform itself or through a duly authorized representative, pursuant to Article 6, audits at Supplier's premises of all payments made by or on behalf of Supplier for services performed under the contract. Supplier agrees to cooperate fully in any such audit, including by making the relevant books and records available to the Buyer or its duly authorized representative and by answering any relevant questions the Buyer may have relating to the Supplier's performance under this contract.

**18.5** All payments by the Buyer to Supplier shall be made in accordance with the terms of payment specified in the contract. The payment indications notified in the Supplier's invoices shall be deemed to constitute a representation and warranty by Supplier that the bank account so notified is owned solely by Supplier and that no person other than Supplier has any ownership of or interest in such account.

**18.6** Supplier represents and warrants that no Officer Of A Public Body or Close Family Member of an Officer Of A Public Body owns or possesses, directly or indirectly, shares or any other beneficial interest in Supplier (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of Supplier, except for any ownership, interest or position that Supplier has disclosed to the Buyer in writing. The foregoing representation and warranty will continue so long as this contract remains in effect. Supplier agrees to notify Company promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if an Officer Of A Public Body or Close Family Member of a Public Official owns or acquires, directly or indirectly, shares or any other beneficial interest in Supplier, or is or becomes a director, officer or agent of Supplier, Supplier shall take appropriate steps to ensure that such Officer Of A Public Body or Close Family Member of a Public Official avoids any conflict of interest, complies with the legislation of Malaysia prohibiting conflicts of interest

on the part of Officers Of A Public Body and complies with the anti-corruption provisions described in sub-clauses 18.1 and 18.2 above.

"Close Family Member of an Officer Of A Public Body" means a husband/spouse or partner, one of his/her children, siblings or parents; the husband/spouse or partner of his/her children or siblings; or any household member.

**18.7** Without prejudice to any other rights or remedies the Buyer otherwise may have hereunder or at law, including but not limited to damages for breach of the contract, if any of the undertakings or requirements of this Clause 18 have not been complied with or fulfilled by Supplier in any material respect, the Buyer shall have the right:

- (i) to suspend payment and/or require reimbursement of any advance payment made under the contract, and/or
- (ii) to suspend and/or terminate the contract for Supplier's default with immediate effect.

## **19. Export Control and Customs**

**19.1** The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade laws. The Supplier shall notify the Buyer in writing no later than 2 weeks after the purchase order, as well as immediately in the event of changes, of all information and data which the Buyer requires for compliance with the corresponding regulations and laws for exporting, importing, and reexporting.

**19.2** If the Supplier breaches its duties pursuant to Clause 19.1, the Supplier shall bear all expenses and damages which the Buyer incur because of this, unless the breach of duty was not the Supplier's fault.

## **20. Assignment**

The Supplier may assign its rights under this contract to third parties solely with the Buyer's prior written consent. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the purchase order and the contract.

## **21. Termination**

**21.1** The Buyer may, at any time, terminate all or part of the contract, for its convenience upon written notice to the Supplier. On receipt of such notice, the Supplier will immediately cease production and place no further subcontracts or orders for materials or services. The Buyer's liability will be to pay for the

completed Goods manufactured and supplied and/or Services rendered in accordance with the contract at the date of termination and for the actual and reasonable work-in-process costs and costs of materials and other items incurred by the Supplier on the Goods and/or Services required to be delivered or rendered to the Buyer. Upon such payment, title to all those work-in-process, materials and other items shall pass to the Buyer. Any such claims are subject to the limitation period of 90 days after the effective date of the termination. The Buyer's limit of liability shall be for the actual costs directly sustained by the Supplier from such termination, which shall in no event exceed the price allocated to the portion of the order terminated. The Buyer shall not be liable for lost or anticipated profits, or special, incidental, indirect or consequential costs or damages.

**21.2** In the event of any breach of any of the terms and conditions of the purchase order including failure to deliver by the time specified in the contract, failure to make progress so as to endanger performance of the contract, then the Buyer may immediately cancel or terminate the contract or part thereof upon written notice to the Supplier, without prejudice to any other rights, without having any liability to the Supplier. The Supplier shall be liable for any and all expenses, costs, and damages including increased re-procurement costs incurred by the Buyer in purchasing similar Goods and/or Services elsewhere.

## **22. Applicable Law and Jurisdiction**

The contract and the right and obligation of the parties thereunder shall be governed by and construed and enforced in accordance with the laws of Malaysia. All disputes arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the Rules of the Asian International Arbitration Centre ("**Rules**") of the Asian International Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with the Rules. The seat of the arbitration shall be Kuala Lumpur, Malaysia. The parties agree that the arbitration award shall be binding and final upon the parties and the arbitration award may be enforced by any court having jurisdiction.

## **23. Entire Agreement**

This purchase order, the contract and these General Terms and Conditions of Purchase embodies the entire understanding and agreement between the parties and supersedes all previous negotiations, representations, writings and agreements, written, or

oral, with respect to the subject matter herein and therein. Any additional terms or conflicting terms or conditions contained in any other document pursuant to the subject matter herein are hereby abrogated.