

General Terms and Conditions KYLA 22

1. General

- 1.1 These general terms and conditions ("**General Terms and Conditions KYLA 22**") are drawn up by the Association of Refrigeration and Heat Pump Importers ("**KVI**") and apply to the sale of refrigeration and heat pumps (the "**Product**") by KVI's members, which may also include accessories, spare parts and any Digital Services. KVI's members sell the Product to Buyers who are traders and who sometimes intend to resell the Product in the course of their profession.
- 1.2 General Terms and Conditions KYLA 22 constitute the contractual content in case of purchase and sale of the Product. In the case of a purchase and sale agreement, the detailed content is set out in the order confirmation ("**Order Confirmation**"), to which the Seller's own general terms and conditions ("**Special Terms and Conditions**") may be added.
- 1.3 In order to be valid, amendments and/or additions to the General Terms and Conditions KYLA 22 must be in writing and set out in the Order Confirmation and/or the Special Terms and Conditions and signed by duly authorised representatives of both parties.
- 1.4 In the event that something is not regulated in the Order Confirmation, the Special Terms and Conditions or General Terms and Conditions KYLA 22, the provisions of NL17 shall apply if the Buyer is located in the Nordic countries, and Orgalime S 2012 if the Buyer is located outside the Nordic countries.
- 1.5 The Order Confirmation, Purchase Order, Quote, Special Terms and Conditions and the General Terms and Conditions KYLA 22 including NL 17 or Orgalime S 2012 together constitute and are collectively referred to as the Agreement (the "**Agreement**").

In the event of inconsistent wording or conflicting terms in the documents constituting the Agreement, precedence and interpretation shall be given to documents in the following order:

1. Order Confirmation
2. Purchase Order
3. Quote
4. Special Conditions
5. General Terms and Conditions KYLA 22
6. NL17 alternatively Orgalime S 2012

1.6 In General Terms and Conditions KYLA 22:

- headings shall not affect the interpretation thereof;
- defined words and expressions include the word and expression in the singular as well as in the plural; and
- the term "written" includes e-mails.

2. Definitions

- 2.1 The following words and expressions shall have the meanings set out below unless the context or definition in a parent document under 1.5 above indicates otherwise.

Agreement - Order Confirmation, Purchase Orders, Quote, Special Conditions, and General Conditions KYLA 22 including NL 17 or Orgalime S 2012
General Terms and Conditions KYLA 22 - General Terms and Conditions drawn up by the Association of Refrigeration and Heat Pump Importers
Digital Services - A service that enables the Consumer to create, process, store or access data in digital form
Energy Label - Information on Energy Labelled products on the EU common market in the EPREL product database
One-piece System - factory-made unit with complete refrigerant system installed without intervention in the refrigerant system
Warranty - Any promise made by the Seller to the Buyer or the Buyer's final customer which may be adapted to the trader or the Consumer
Start-up Report - A duly drawn up and provided Start-up Report that is a prerequisite for the Seller's Warranty
Components - Product not defined as a One-piece System or unit prefabricated by the Seller
Contact Person - A person specified by the Seller and the Buyer in the Special Terms and Conditions and/or the Order Confirmation who is authorised to make decisions about the Agreement
Consumer - If the Buyer's End Customer is an individual, the End Customer is referred to as a Consumer in the General Terms and Conditions KYLA 22
Purchase Order - the Buyer's order of the Product vis-a-vis the Seller
Buyer - a trader who buys the Product directly from the Seller

Marketing - The commercial messages that the Seller uses to promote the Products or Digital Services
Quote - The offer the Seller makes to the Buyer
Order Confirmation - The final confirmation by the Seller of the agreed purchase
Prefabricated Units - Unit assembled by the Seller from purchased factory-made Components
Products - common term used to denote One-piece Systems, Prefabricated Units, Components and spare parts. The Product may have digital parts in the sense that the Product is integrated or interconnected with digital content or service in such a way that the absence of the digital content or service prevents the Product from being used in the way intended.
Product Information Sheet - Contains specific information about the Product such as brand name, model designation, annual energy consumption, energy class, airflow, noise, power consumption, installation, maintenance, etc.
Return Form - The form provided by the Seller for the Buyer to use when making a claim and returning the Product
End Customer - Where the Buyer resells the Product to a customer who may be a trader or a Consumer
Special Terms and Conditions - The special terms that a Seller uses in its specific business and brand
Making available - Digital content, where applicable, is made available when access to it is given or made available or it is possible to download it
Take-back Fee - Any fee charged by the Seller for taking back the Product

3. Information on the content of the Agreement

- 3.1 The Quote submitted by the Seller is binding for thirty (30) days from the date of the Quote.
- 3.2 The contents of the Agreement with regard to the Product are specified in the Order Confirmation, for example, but not exclusively, model, quantity, delivery time, price, etc.
- 3.3 If the Order Confirmation contains any additions, restrictions or reservations in relation to the Purchase Order, the Seller shall clearly indicate this in the Order Confirmation.

- 3.4 If the Buyer wishes to make any changes or additions to the provisions of the Order Confirmation, the Buyer shall notify the Seller in writing. If the desired changes and/or additions will affect the agreed delivery time, the Seller shall inform the Buyer accordingly. The Seller shall also inform the Buyer of the cost of such change or addition and if the change or addition cannot be fulfilled.
- 3.5 The planned delivery time may be indicated in the Order Confirmation. Such delivery time is an estimate only and does not constitute a final delivery date unless expressly stated in the Order Confirmation.

4 Parties' Cooperation and Participation

4.1 The Buyer undertakes:

- (a) to specify order(s) to the Seller in the form of Purchase Orders containing the necessary information to enable the delivery of the Product;
- (b) to provide the Seller in good time with such information as is required for the Seller to perform the delivery in accordance with the description and definition in the Agreement;
- (c) to appoint a Contact Person who shall be available to the Seller and who shall be authorised to make decisions on all matters relating to the Agreement;
- (d) to check the Order Confirmation sent by the Seller; The Order Confirmation is valid unless the Buyer objects to it to the Seller within one (1) working day of receipt;
- (e) to comply with the timetable regarding the Buyer's commitments; and
- (f) to comply with the Agreement in other respects and to take the necessary measures to enable the Seller to carry out the delivery.

4.2 The Seller undertakes:

- (a) to send written confirmation(s) to confirm the agreement(s) regarding the Agreement with the Buyer;
- (b) to appoint a Contact Person who shall be authorised to decide on matters relating to the Agreement;
- (c) to provide product information regarding the Product such as product information sheets and Energy Label;
- (d) to comply with the timetable of the Seller's obligations as set out in the Agreement; and
- (e) to assist the Buyer with information and in relation to questions about the facts of the Product.

5. Changes

- 5.1 The Seller reserves the right to make reasonable changes to any one or more of the following documents or situations:
- Specifications, drawings, product sheets, product information, Energy Label, warranties if any, software;
 - Delivery method and packaging; and
 - Time of delivery.

6. Delivery clause

- 6.1 If a delivery clause has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the time of conclusion of the Agreement. If no delivery clause has been agreed, delivery shall be Ex Works (EXW) Seller's warehouse.

7. Delivery

- 7.1 No purchase order is binding on the Seller until the Seller has accepted it in writing by Order Confirmation. The Seller shall have no liability to the Buyer for unaccepted and/or unconfirmed Purchase Orders. Delivery shall be made in accordance with the Order Confirmation and the "Special Conditions".
- 7.2 If the Seller cannot deliver on time, the Seller must inform the Buyer of any delay.

8. Delivery time - Delay

- 8.1 In the event of a delay caused by circumstances on the part of the Seller:
- (a) The Seller shall pay a penalty of 0.5% of the contract value of the delayed delivery per week. The penalty shall increase by 0.5% for each week of delay. However, the penalty shall not exceed 7.5% of the contract value. Where only part of the delivery is delayed, the penalty shall be calculated on the part of the price relating to the part of the delivery or the part delivered which cannot be put into service because of the delay.
 - (b) If the Buyer is entitled to the maximum penalty under this clause, and the Product has not yet been delivered, the Buyer may demand delivery in writing within a reasonable time, which shall not be less than one week. If the Seller fails to deliver within the time limit, and this is not due to any circumstance for which the Buyer is responsible, the Buyer may, by notice in writing to the Seller, terminate the Agreement in respect of that part of the delivery which cannot be put into use as a result of the delay.
- 8.2 In the event that the Buyer postpones the agreed delivery date, the Seller may invoice the Buyer for storage costs and other costs related to the delay. If the Buyer is unable to take delivery of the Product on the agreed date, or if a delay on the part of the Buyer appears likely, the Buyer shall without delay notify the Seller in writing, stating the reason for the delay and, as far as possible, the time at which delivery is expected to be possible. If the Buyer fails to take delivery of the Product on the agreed date, the Buyer is nevertheless obliged to make any payment made conditional on delivery as if the Product had been delivered. The Seller shall arrange for the storage of the Product at the Buyer's risk and expense.
- 8.3 Unless the Buyer's failure to take delivery of the Product on the agreed date is due to a condition referred to in the clause "FORCE MAJEURE", the Seller may, by written notice, require the Buyer to take delivery of the Product within a reasonable time. If the Buyer fails, for reasons beyond the Seller's control, to take delivery of the Product by the deadline, the Seller may, by written notice to the Buyer, terminate the Agreement in respect of that part of the delivery ready for delivery which has not been delivered due to the Buyer's failure to do so. In such a case the Seller is entitled to compensation for the damage caused to the Seller by the Buyer's default. The compensation shall not exceed that part of the price which relates to the part of the Product to which the termination relates.

9. Price

- 9.1 Start-up costs and unit prices for each order under the Agreement are specified in the Order Confirmation. The Buyer shall not be charged a price higher than that stated in the Order Confirmation except for situations specified under the clauses "changes", "price changes" or if the price has been subject to a revision entitling the Seller to increase the price thirty (30) days after the price change was announced. Unless otherwise agreed, the price is Quoted EXW Seller. All prices are Quoted exclusive of

VAT. Any shipping and handling charges and claim fees if applicable will be charged in accordance with the Seller's price list.

- 9.2 Unless otherwise agreed, payment shall be made no later than thirty (30) days after the date of the invoice. The Seller shall have the right to demand payment in advance in whole or in part, which shall be stated in the Quote and/or Order Confirmation. An alternative to prepayment may be that the Buyer provides security acceptable to the Seller for the Buyer's obligation under the Agreement.
- 9.3 The product remains the property of the Seller until full payment has been made to the extent that such retention of title is valid. If the Buyer fails to pay on time, the Seller shall be entitled to interest on arrears from the due date at a rate equal to the Riksbank's reference rate plus 13 percentage points, as well as compensation for any collection costs.
- 9.4 In addition, if the Buyer fails to pay on time, the Seller may, after giving written notice to the Buyer, suspend performance of the Contract until payment is made. If the Buyer has not paid three (3) months after the due date, the Seller may terminate the Agreement by written notice to the Buyer. The Seller is then entitled to compensation for damage, in addition to interest on arrears.

10. Price changes

- 10.1 Notwithstanding the "PRICE" clause, the Seller has the right to make changes to the agreed prices in the following situations:
- (a) Exchange Rate
An increase in costs for the Seller due to changes in the exchange rate exceeding 2 % shall entail a corresponding adjustment of the agreed price.
 - (b) Subcontractors
An increase in the Seller's costs due to Seller's subcontractors increased fixed or variable prices relating, such as, but not limited to, to manufacturing such as transport shall entail a corresponding adjustment of the agreed price.
 - (c) The Buyer
In addition to the provisions above, the Seller is entitled to charge the Buyer for all costs relating to additional quantities of materials caused by changes in product design determined by the Buyer. In addition, the Seller is entitled to charge the Buyer for all other actual costs resulting from changes in design, such as fixtures, customisation and administration. Delays caused by the Buyer's failure to fulfil his obligations such as, but not limited to, delayed delivery of materials, drawings, or specifications will result in a reasonable adjustment of the price.

11. Liability for errors

- 11.1 The Seller's liability does not extend to defects which occur after the risk of the Product has passed to the Buyer. For example, liability does not extend to defects resulting from failure to comply with the working conditions foreseen in the Agreement or from improper use of the Product. Nor does it cover defects caused by inadequate maintenance or improper installation by the Buyer or the End Customer, or by the installer who carried out the installation at an End Customer's premises, modifications without the Seller's written consent or repairs improperly carried out by the Buyer, the End Customer or a contracted repairer. In order for the Seller's liability for defects to be valid, the installation and start-up

instructions provided must be followed. Finally, liability does not cover normal wear and tear or deterioration.

- 11.2 The Seller's liability does not extend to defects caused by materials supplied by the Buyer or by the construction of the Product prescribed or specified by the Buyer or if this has occurred during installation at the End Customer's premises.
- 11.3 For the delivery of the One-piece Systems and units prefabricated by the Seller, it is the Buyer's responsibility to prove that installation and start-up have been carried out in accordance with the Seller's instructions by documenting this in a professionally drawn up start-up and settings report.
- 11.4 The Seller's liability for Components is limited to defects that become apparent within two (2) years from the date of delivery of the component. The Seller's liability for One-piece Systems and units prefabricated by the Seller is limited to defects which become apparent within two (2) years from the date of start-up, but not later than twenty-six (26) months from the date of delivery of the One-piece Systems and units prefabricated by the Seller.
- 11.5 If the Product is used more intensely than agreed or as can be foreseen at the time of the conclusion of the Agreement, the liability period will be shortened accordingly.

12. Complaints

- 12.1 The Buyer has a duty of examination upon delivery of the Product. In the event that the Buyer considers that there is a defect in the Product, the Buyer shall, within two (2) weeks from delivery or such time when the defect should reasonably have been discovered, submit a complaint to the Seller. If there is reason to believe that the defect may cause damage, the complaint must be made immediately.
- 12.2 Defects and damage to the Product and/or its packaging which are likely to have occurred during transport and which are noticeable upon receipt by the Buyer at the time of delivery must be reported immediately to the carrier in accordance with the carrier's instructions. The Buyer shall also notify the Seller.
- 12.3 Complaints must be made in writing and, if instructed by the Seller, on a complaint form provided by the Seller and sent to the Seller's designated Contact Person for the Agreement.
- 12.4 The complaint must contain a description of the fault and the nature of the fault and be accompanied by the required start-up and settings report.
- 12.5 After the Seller has received a written complaint, the Seller shall, provided that there is liability for the defect, remedy the defect with the diligence required by the circumstances. The remedial action shall be carried out at the Buyer's premises, unless the Seller considers it appropriate that the defective part or goods be sent to the Seller for repair or replacement at Seller's premises. The Seller is entitled to three (3) attempts of remedial action.
- 12.6 In the event that Product must be returned to Seller due to a defect, this shall be done on a return slip designated by Seller, with reference to a Return Material Authorization number ("RMA") provided by Seller. For RMA-related shipments, which have been authorized by Seller, Seller shall be responsible for all transportation costs.
- 12.7 If the Seller replaces a part when the defect is remedied, the replaced part shall belong to the Seller if the Seller so wishes. The Seller is liable for replacement or repaired parts for two (2) years from the date of remedy of the original defect. For the rest of the Product, the period of liability is extended only by the

time that the Product could not be used if this was caused by a defect for which the Seller is liable.

- 12.8 If the Buyer complains under this clause and it turns out that there is no defect for which the Seller is liable, the Seller is entitled to compensation for the work and costs incurred by the Seller as a result of the complaint. Reimbursement for travel expenses is limited to ten (100) km.
- 12.9 If reedy of the defect involves intervention in something other than the Product, the Buyer shall be liable for the work and costs incurred thereby. The Buyer shall be liable for any disassembly and reassembly work and the costs thereof.
- 12.10 In the event of a defect caused by a circumstance on the part of the Seller and if the Seller has failed to remedy the defect, the Buyer may grant the Seller in writing a final reasonable period of time to remedy the defect, which shall not be less than one (1) week. If the defect persists after the expiry of this period, the Buyer may, at his discretion:
- (a) demand a price reduction of up to twenty (20) % of the agreed price; or
 - (b) in the event of a material defect, cancel the purchase by written notice and receive a penalty of twenty (20) % of the agreed price.
- 12.11 In addition to the above, the Seller shall not be liable for any loss that the defect may cause such as loss of production, loss of profit, and other consequential financial loss. The Seller shall not be liable for any damage caused by the Product to any person, to any property (whether immovable or chattels), or consequential damages to such damage in the event that such liability does not exist as a statutory obligation.

13. Warranty

- 13.1 Where the Seller chooses to provide a Warranty for the Product, the scope of such Warranty shall be governed by the Seller's Special Terms and Conditions and/or Warranty document.
- Notwithstanding the liability that the Seller may assume under a Warranty, the Seller shall not be liable for any claim arising under the Warranty if such claim arises from
- (a) the product being modified by the Buyer, or by the End Customer or at the End Customer's installation, after delivery by the Seller;
 - (b) Buyer's or End Customer's misuse, negligence, accident, neglect, abnormal use, improper installation or unauthorized attempts to repair the Product or any part thereof;
 - (c) failure by the Buyer or End Customer to comply with any instructions in manuals, instructions, applicable law, rules, regulations, and ordinances pertaining to the Product;
 - (d) if any hardware, software or network connection of the End Customer is incompatible with the technical requirements of the Product, the digital content or the digital service;
 - (e) where the Buyer and/or the End Customer fail to cooperate to a reasonable extent in order to determine, by the least intrusive means technically available, whether the fault is caused by the End Customer's hardware, software or network connection
 - (f) (f) for goods of the same type and brand as the Product but which have not been sold by the Seller but by another distributor, Seller or have been imported by parallel import.

14. Special liability where the Buyer's End Customer is a Consumer

- 14.1 In the event that the End Customer is a Consumer and files a Warranty claim in respect of any Warranty undertaking given by the Seller to the End Customer, the Seller undertakes that the Warranty shall constitute an undertaking which is more favourable for the Consumer than the Consumer Sales Act in force at the time and that the Warranty obligation shall be longer than the two (2) year presumption rule contained in the Consumer Sales Act (SFS 2022:260).
- 14.2 Should the Seller's Warranty undertaking be more extensive in terms of liability towards a Consumer End Customer than any undertaking issued by the Buyer towards a Consumer End Customer, the Seller undertakes to be liable for any defects covered by the Seller's Warranty undertaking directly towards the Consumer End Customer, subject to the limitations mentioned above under WARRANTY and/or the Seller's Special Terms and Conditions or the Warranty pledge.
- 14.3 If the Seller's Warranty commitment to a Buyer's End Customer who is a Consumer is less favourable to the Consumer than that promised by the Seller in the Marketing of the Product, the terms promised by the Seller in the Marketing to the Buyer's End Customer who is a Consumer shall apply. However, this does not apply if the Seller has adapted the Marketing to the terms of the Warranty prior to the Consumer's purchase of the Product.
- 14.4 If the Seller is liable for defects under the Warranty to the Buyer's End Customer who is a Consumer and the Consumer requires a remedy other than repair or replacement, the Seller is entitled to take such remedial action provided that it can be done within a reasonable time after the Consumer has made his complaint.
- 14.5 If the Seller is liable for defects under the Warranty to the Buyer's End Customer who is a Consumer and the Seller can be held liable under the Warranty to the Consumer, the Consumer must complain about the defect within a reasonable period of time after the Consumer should have noticed the defect. However, a complaint made by the Consumer within two (2) months after the Consumer noticed the defect shall always be considered to have been made in good time.

15. Product with digital parts and, where the Buyer's End Customer is a Consumer

- 15.1 If the Product has digital parts, the Seller shall inform the End Customer in the product information sheet, if the customer is a Consumer, of the need for security updates and other necessary updates for as long as the Consumer can reasonably expect this or as specified in the Special Terms and Conditions and/or the Warranty. Should the Product involve continuous making available of digital content or service to an End Customer who is a Consumer, the obligation shall apply for three (3) years after the delivery of the Product with the digital elements or such longer period as may be specified in the Special Terms and Conditions and/or the Warranty.
- 15.2 The Seller may specify in the Special Terms and Conditions and/or the Warranty reasons for changes that may be made to digital content of the Product and/or a digital service. In the event of such a change, the Seller shall inform the Buyer in a clear manner.
- 15.3 The Seller shall be liable for any defect in the digital content of the Product and/or the digital service that existed at the time of making available and that becomes apparent within three (3) years of making available. For digital content or a digital service that is made available continuously, the Seller is liable for defects in the content or service that occur or become apparent during the agreed period.

15.4 A defect that appears within one year from the making available, or within the agreed period of the Warranty, of the digital content of the Product and/or the digital service in the case of a continuous making available of the content or service, shall be deemed to be a defect for which the Seller is liable unless the Seller proves that the Buyer or Consumer caused the defect or this is incompatible with the nature of the content, service or defect.

15.5 The Seller shall not be liable for the above if the Consumer's hardware, software or network connection is incompatible with the technical requirements applicable to the digital content of the Product or the digital service.

16. Limitations of liability

16.1 The Buyer shall indemnify the Seller to the extent that the Seller is held liable by third parties and/or End Customers for loss or damage for which the Seller is not liable to the Buyer in accordance with the limitations under the WARRANTY and/or the Seller's Special Terms and Conditions or Warranty pledge.

17. Cancellation

17.1 In the event of cancellation, the Buyer is liable as follows:

- (a) If the Product is ordered, the Buyer is liable for one hundred (100) percent of the price stated in the Order Confirmation.
- (b) For WIP (Works In Process), the Buyer is liable for actual costs incurred by the Seller through ordering, procuring materials used in the manufacture of works in progress.
- (c) For Components not used as a result of cancellation, the Buyer is liable for all costs according to the Seller's acquisition costs.

18. FORCE MAJEURE

18.1 The following circumstances constitute grounds for exemption if they prevent or unduly burden performance of the Agreement: labour disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military conscription of corresponding magnitude, requisition, seizure, trade and currency restrictions, riots and civil unrest, shortage of means of transport, general shortage of goods, epidemic, pandemic, terrorist attack, restriction of the supply of energy and failure or delay in deliveries by subcontractors caused by such ground for exemption.

The above-mentioned circumstances constitute grounds for exemption only if their impact on the performance of the Agreement could not be foreseen at the time of conclusion of the Agreement.

It is incumbent on the Party wishing to invoke the ground for exemption mentioned in this clause to notify the other Party promptly and in writing of its occurrence, as well as of its termination.

If the Buyer has a ground for exemption, the Buyer shall reimburse the Seller's costs for securing and protecting the Product.

Notwithstanding any other provision of the Agreement, either party may terminate the Agreement by written notice to the other party if performance of the Agreement is delayed for more than six (6) months by reason of an exemption referred to in this clause.

19. Termination

- 19.1 In the event of a material breach of contract by either party, the other party may, by notice in writing, demand that such breach be remedied within thirty (30) days. If such notice does not result in remedy, the non-breaching party may, by written notice, terminate the Agreement with immediate effect.

20. Confidentiality

- 20.1 The Seller and the Buyer shall maintain confidentiality and shall not, without the prior consent of the other party, disclose to any third party any documentation or information intended by the provider of such documentation or information to be confidential, whether of a commercial or technical nature, and provided for purposes of the performance of the Agreement. The receiving Party shall use such information solely for the purpose of the Agreement. However, such information and documentation may be disclosed to distributors, installers or suppliers if they are subject to similar confidentiality clauses.

- (a) Each party shall ensure that the Agreement is not announced, published or otherwise disclosed without the prior written consent of the other party.
- (b) Neither Party shall be liable for the disclosure of any information if such information was:
- (c) Generally known at the time of disclosure or subsequently becomes generally known otherwise than through the negligence of the receiving party;
- (d) Already known to the receiving party before it was obtained from the disclosing party;
- (e) It can be proved that it was produced by the receiving party unrelated to information provided thereunder;
- (f) Necessary to complete the delivery to the End Customer;
- (g) Duly obtained by the party from another unrestricted source;
- (h) Disclosed with the prior written consent of the disclosing party; or
- (i) This clause shall remain in effect for five (5) years after termination of the Agreement for any reason.

21. Personal data

- 21.1 Each party is responsible for ensuring that the processing of personal data is carried out in accordance with applicable law. The Seller undertakes, in accordance with the EU General Data Protection Regulation 2016/679 (hereinafter GDPR), the Act (2018:218) containing supplementary provisions of the EU Data Protection Regulation and the Buyer's instructions, to process personal data constituting the Buyer's data when, for example, registering any guarantee. The Seller also has a duty to take agreed technical and organisational measures to protect processed data from unauthorised access, destruction and alteration. When processing personal data under the Agreement that constitutes the Buyer's data, the Buyer shall be the data controller and the Seller and any subcontractor data processors. For these purposes, the Buyer shall, if necessary, ensure that a data processor agreement is drawn up. The Buyer's instructions on the processing of personal data will be given in writing to the Seller.

22. Miscellaneous

22.1 A waiver of a right under this Agreement shall not be deemed to be a waiver of any other right under the Agreement. The waiver shall relate only to the case in which the waiver is made.