



**General Terms and Conditions for Supplies and Services**  
**ENGIE Refrigeration GmbH**  
June 2022

**SCOPE OF APPLICABILITY**

1. The present General Terms and Conditions for Supplies and Services apply for contracts to be concluded between the Purchaser and ENGIE Refrigeration GmbH ("Supplier"). The contract is governed exclusively by the General Terms and Conditions for Supplies and Services of the Supplier. Deviating general terms and conditions of the Purchaser will in no event form part of the contract, even though the Supplier does not explicitly reject them.

**PRODUCT INFORMATION**

2. The data and information included in general product-documentation and pricelists commits the Supplier only to the extent that the contract explicitly refers to them in writing.

The supplies and services of the Supplier are to be executed in accordance with the technical norms and standards that at the time of the submission of the proposal are applicable in the Federal Republic in Germany for the relevant contractually specified trade.

Proposals that are not subject to a specific expiry-date are valid and binding on the Supplier for a period of 30 days.

The Supplier is entitled to subcontract parts (incl. major parts) of the order to subcontractors, respectively sub-suppliers.

**INSTALLATION / OBLIGATIONS OF THE PURCHASER**

3. Any and all erection-works, as well as installation-activities of any kind, are, unless otherwise specified in the contract, excluded from the scope of supplies and services of the Supplier.

It is the duty of the Purchaser to provide for suitable access enabling the Supplier to reach the place of deployment of the Supplies.

Necessary scaffolding, lifting devices, cranes, facilities enabling the transport of heavy objects, illumination, electricity for the operation of welding machines, tools, water and other utilities, electrical power required for the commissioning and trial operation are, unless otherwise agreed in writing, to be provided by the Purchaser in due time and free of charge at the place of deployment of the Supplies.

The Purchaser is obliged to ensure that the installation of the scope of supplies and services at the place of deployment can be executed in a single operational stint without interruption. Additional costs incurred for reasons of disruptions and/or delays not attributable to the Supplier will, independent of their duration, be separately invoiced to the Purchaser. It is likewise the responsibility of the Purchaser to bear the costs of any statutory requirements,

obligations and/or restrictions that were unknown to the Supplier at the time of the submission of his proposal.

The Purchaser shall, for the duration of the installation and free of charge, place at the disposal of the Supplier at the location of deployment, suitable and lockable accommodation for the installation-staff, as well as suitable and lockable facilities for the safe-keeping of material and tools. The disposal of packing material and other waste is the obligation of the Purchaser. The provision in due time and at its own costs of import- or export-licenses, permits and approvals or statutory authorisations is the obligation of the Purchaser.

#### **DRAWINGS AND TECHNICAL INFORMATION**

4. Ownership in drawings, technical documentation including software and/or databases covering the scope of supplies and services or its manufacturing process submitted by one party to the other party before or after the entering into force of the contract, remains vested in the submitting party.

Without agreement in writing by the submitting party, drawings, technical documentation or other technical information, including, but not limited to software and databases must not be used by the receiving party for purposes other than the purpose, for which it has been submitted. Without agreement in writing by the submitting party, it must not be used for any other purposes, copied, duplicated, transferred to third parties or published.

5. Latest at the point in time of delivery, the Supplier provides free of charge documentation and drawings that enable the Purchaser to install, commission, service and perform maintenance on the scope of supplies and services. Such documentation and drawings must be submitted in the agreed quantity, however, at least one sample each. The Supplier is not obliged to submit any manufacturing drawings (shop-drawings) for the scope of supplies and services or for spare parts.

In the case that the scope of supplies and services, or of parts hereof, is manufactured based on input-data provided by the Purchaser such as specifications, drawings, models, plans, etc., then the extent of warranties of the Supplier is limited to the execution of the manufacturing based on the input-data of the Purchaser. The Supplier's warranties in no event include the correctness of the Purchaser's input-data. An obligation of the Supplier to check or to verify or to endorse such input-data and to alert the Purchaser of any findings in this respect is excluded.

The Supplier and the Purchaser assume liability, each to the other, in the case of one of the party's scope of supplies, services and/or documents infringing the industrial and intellectual property rights, including, but not limited to, patent and copy rights, of third parties. In the case of claims, or alleged claims, by third parties based on the culpable infringement of such rights, the party, who has prepared the infringing supplies, services and/or documents will indemnify and hold harmless the other party from all claims for loss and damage subject to the infringement being caused by the other party's use of the infringing supplies, services and/or documents in accordance with the contract.

#### **ACCEPTANCE TESTS**

6. Contractually agreed acceptance tests will, unless agreed otherwise, be executed at the manufacturing place during normal working hours.  
In the case that the contract does not specify technical requirements, acceptance tests are governed by the Good Industry Practices of the chiller manufacturing industry prevailing in Germany.

7. It is the duty of the Supplier to advise the Purchaser reasonably early of the acceptance test, such that the Purchaser can arrange his being represented during the test(s). In the case that the Purchaser is not represented, the Supplier will provide him with a test-record, whose correctness the Purchaser cannot dispute.
8. In the case that during the acceptance test(s) the scope of supplies and services is found to be contravening the contractual requirements, the Supplier is obliged to as soon as reasonably possible repair or rectify any defects, in order to fulfil the contractually specified requirements. The Purchaser's entitlement to a repetition of the acceptance test(s) is subject to material defects being established in the tested supplies and services.
9. The Supplier bears all costs and expenses caused by the acceptance test(s) performed at the manufacturing-site. However, the Purchaser bears all travelling- and accommodation-costs and expenses caused by his representatives attending such acceptance test(s).

In the event that, despite the Suppliers prior notification, trial operation or acceptance test(s) are not executed in due time, or are executed only incomplete, the scope of supplies and services performed in accordance with the contract is deemed accepted upon expiry of the seventh calendar day after the Supplier's notification. An equivalent ruling applies, in the case that the Purchaser refuses to confirm acceptance without contractual entitlement to do so, or if the Purchaser refuses to sign an acceptance certificate that is in compliance with the actual facts, or if the Purchaser, or third parties, puts the scope of supplies and services into operation.

The prerequisites enabling the acceptance of the scope of supplies and services at the place of deployment must be facilitated by the Purchaser at its own costs.

#### **DELIVERY, TRANSFER OF RISK OF LOSS AND DAMAGE**

10. The agreed terms of delivery are to be read and construed in accordance with the INCOTERMS® valid at the time of the entering into force of the contract.

Unless otherwise agreed in the contract, delivery terms 'FCA (Incoterms) place of deployment advised by the Purchaser' apply.

In the case of the Supplier consenting to a related request of the Purchaser to arrange as part of a FCA-delivery the transport to the place of deployment, the risk of loss and damage is transferred to the Purchaser latest at the point in time, at which the scope of supplies and services is handed over to the first freight forwarder in the supply-chain.

In the event that the scope of supplies and services for reasons not attributable to the Supplier is not taken-off at the agreed point in time, or in case the Purchaser fails to make in due time available the facility of transport in accordance with his obligations as per the agreed Incoterm, the Purchaser owes the Supplier the below stated compensation:

- EUR 775,- for the first commenced week (transport to the place of storage, costs for lifting facilities, storage, etc.).
- Starting from the second week, EUR 350,- storage costs for each commenced week.
- Beginning with the final week of storage again EUR 775,- (transport to the place of storage, costs for lifting facilities, despatch, etc.).

Higher expenses will be charged based on documentary evidence.

## **DELIVERY-TIME, DELAY**

11. In the case that the parties have agreed upon a delivery-period, instead of a fixed delivery-date, within which the delivery has to take place, then the delivery-period starts to run with the entering into force of the contract including the fulfilment of all other prerequisites falling into the responsibilities of the Purchaser, such as, e.g., provision of obligatory statutory permits, execution of payments falling due at the conclusion of the contract, rendering payment securities ready for disbursement and achieving clarification of the contents of all technical documents forming part of the contract.
12. If it becomes obvious to the Supplier that he will not be able to deliver the scope of supply and services within the delivery-period, he is obliged to notify the Purchaser as soon as possible and in writing by stating the reasons for the delay and, if possible, the envisaged date of delivery.
13. In the event of the delay being caused as a result of Force Majeure (Art. 38) or as a consequence of the action, or the failure to act, of the Purchaser, including his failure to act as is deemed to be the case in Art. 18 or Art. 39, or if the delay is due to other circumstances attributable to the Purchaser, the Supplier shall be entitled to reasonably extend the delivery-period by taking into due consideration all relevant facts in that particular case. This provision applies independently of, whether or not, the reasons for the delay occurred before, or after, the agreed delivery-date.
14. If the Purchaser realises, that it will be impossible for him to accept delivery of the scope of supply and services at the date of delivery, he is obliged to notify the Supplier as soon as possible and in writing and, if possible, the envisaged date at which he is able to accept delivery.

In the case that the Purchaser does not accept delivery at the date of delivery, he nevertheless is obliged to effect payment of that part of the contract price falling due at the delivery-date, as if the delivery had taken place at the date of delivery. It is the obligation of the Supplier to arrange for storage of the scope of supplies and services at the expense and the risk of the Purchaser. If so required by the Purchaser, the Supplier has to take out insurance of the scope of supplies and services at the cost of the Purchaser.

15. Unless the refusal of the Purchaser to accept delivery is caused by an act of Force Majeure (Art. 38), the Supplier is entitled to require the Purchaser in writing to accept delivery until a reasonable latest date.

In the event that the Purchaser refuses to accept delivery of the scope of supplies and services at the expiry of that latest date for a reason not attributable to the Supplier, the Supplier is entitled to withdraw from the contract in part or in whole. In that case the Supplier is entitled to the compensation of all loss and damage resulting from the delay caused by the Purchaser.

## **PAYMENTS**

16. Payments must be effected within 30 days of the date of the invoice.

Unless otherwise agreed, terms of payment are as follows: 30% of the contract price are payable at the Purchaser's receipt of the order confirmation, 60% are payable after the Supplier's notification of the Purchaser that the scope of supply and services, or of essential parts hereof, are ready for shipment and 10% are payable upon delivery of the scope of supplies and services, latest, however, 8 weeks after the due-date of the second instalment in the event that the delivery is delayed for reasons not attributable to the Supplier.

17. Irrespective of the mode of payment, payment is not effected until the amount due has been irrevocably credited to the account of the Supplier.

18. In the case that the Purchaser is in delay of payment, the Supplier is entitled to charge interest for delay starting from the day that payment fell due. Unless otherwise agreed, a rate of interest of 8% above the basic rate of interest (Basiszinssatz, published twice per year by Deutsche Bundesbank) applies.

In the event of delayed payment, or in the case of an agreed payment security not being provided in due time by the Purchaser, the Supplier, after having notified the Purchaser in writing, may suspend the execution of his own obligations until his receipt of the payment, respectively the provision of the payment security.

In the case that the Purchaser is in delay with payments due for a period in excess of three months, the Supplier, after written notification of the Purchaser, is entitled to withdraw from the contract and may, in addition to the interest in accordance with this Article, charge the Purchaser for the compensation of loss and damage.

The Purchaser's right to set-off own claims from payments due to the Supplier is restricted to such claims, which are not disputed by the Supplier or which have been rightfully determined by a court of law. Moreover, any rights of the Purchaser to set-off own claims from payments due to the Supplier are limited to those cases, where the Purchaser's claim is based on the identical contractual relationship.

#### **RETENTION OF OWNERSHIP**

19. Ownership in the scope of supplies and services remains vested in the Supplier until payment has been effected in full. If so demanded by the Supplier, the Purchaser is obligated to comprehensively support the Supplier in his efforts to protect his rights of ownership over the scope of supplies and services.

The retention of ownership does not affect the provisions ruling the transfer of the risk of loss and damage as per Article 10.

#### **LIABILITY FOR DEFECTS**

20. The Supplier is not liable for defects that are attributable to materials provided by the Purchaser, or are attributable to a mode of construction specified or designed by the Purchaser, or are attributable to the properties of the place of deployment of the scope of supplies and services by the Purchaser which are not specified in the contract.
21. The Supplier's liability is limited to those defects, which occur in the frame of the contractually specified mode(s) and purpose(s) of operation of the scope of supplies and services.
22. The Supplier is not liable for defects that are attributable to circumstances that occur after the transfer of the risk of loss and damage, such as defects resulting from deficient maintenance, deficient installation, deficient repair by the Purchaser or from modifications not agreed in writing by the Supplier. The Supplier is not liable for normal wear and tear and not for deterioration.
23. The defect liability period of the Supplier expires after the lapse of two years after the delivery. For spare parts the defect liability period expires one year after the delivery.
24. In the case of a defect being repaired in a part of the scope of supplies and services, the Supplier accepts a defect-liability of one year for the repaired or exchanged part that is subject to the identical terms and conditions that apply for the originally supplied scope of supplies and services.
25. The Purchaser is obliged to notify the Supplier in writing and as soon as possible of the occurrence of a defect.

The notification must provide a description of the defect.

In the case that the defect might cause damages, the Purchaser must notify the Supplier instantly and in writing. The Purchaser bears the risk of loss and damage to the scope of supplies and services that result from the absence of the notification. The Purchaser is obligated to undertake reasonable measures to limit damages and insofar must obey the respective instructions of the Supplier.

26. Upon receipt of the defect-notification as per Art. 25, the Supplier must rectify the defect. Timewise the defect-rectification shall be arranged in such a way that the operations of the Purchaser are not unnecessarily disturbed.

Unless the Supplier deems the transport to the place of manufacturing, or to another Supplier-defined location, to be more appropriate, the place of deployment of the scope of supplies and services is the principle place where defects are rectified.

In the event that the defect can be rectified by repair or replacement of a defective component and if the removal and re-installation of the component can be performed without specific expertise, the Supplier may require the transport of the defective component to his factory or to another Supplier-defined location. The Supplier's obligations related to the remedy of the defect in this case are completed with the delivery of the correctly repaired or replaced component to the Purchaser.

27. To the extent this is necessary for the rectification of defects, the Purchaser is obliged to provide at his own cost access for the Supplier to the scope of supply and services and to perform potentially necessary interventions with respect to facilities that do not form part of the scope of supply and services.
28. Unless otherwise agreed, the necessary transport of the defective scope of supply and services, or of parts hereof, to and from the Supplier for reasons of the rectification of Supplier-attributable defects, is executed at the risk and the cost of the Supplier. The Purchaser must comply with the Supplier's instructions related to such transport.
29. Unless otherwise agreed, the Purchaser must bear all additional costs that are incurred by the Supplier as a result of the rectification of the defect due to the fact that the place of deployment of the scope of supply and services is different from the place of delivery nominated by the Purchaser to the Supplier in the contract, or – in the case a delivery-destination was not nominated – is different from the place of delivery.
30. Replaced defective components are to be handed over to the Supplier and are transferred into his ownership.
31. In the event that the Purchaser has notified a defect in accordance with Art. 25 without that a Supplier-attributable defect can be determined, the Purchaser must compensate the costs incurred by the Supplier as a result of his attending to such defect-notification.
32. In the case that the Supplier fails to comply with his obligation to rectify defects in accordance with Article 26, the Purchaser may notify the Supplier in writing of a reasonable final deadline of at least one week within which the Supplier must fulfil his obligations.

Unless the Supplier complies with his obligations within this final deadline, the Purchaser may perform the necessary rectification by himself or by a third party at the cost and the risk of the Supplier.

Upon successful defect-rectification by the Purchaser or by a third party and the compensation of the reasonable expenses to the Purchaser, all entitlements of the Purchaser related to the defect have been satisfied.

33. In the event of a rectification performed in accordance with Article 32 ending unsuccessfully:
- a. The Purchaser may demand a reduction of the contract price corresponding to the diminished value of the scope of supply and services, whereby the reduction in any event must be limited to 15 % of the contract price; or
  - b. In the case that the defect is of such a material nature that the Purchaser is losing its interest in the scope of supply and services, or in a part of it, the Purchaser, after notifying the Supplier in writing, may withdraw from the contract for that part of the scope of supply and services, which due to the defect cannot be used as per the Parties' intention. The Purchaser's entitlements for the compensation of his expenses, costs and damages in that case are limited to 15% of that part of the contract price which corresponds to the part of the scope of supply and services, of which he has withdrawn from the contract.
34. None of the technical descriptions and technical properties of the scope of supplies and services stated in the Contract are guarantees in the sense of §§ 276, 443, 444 or 639 BGB. These technical descriptions and technical properties instead comprise contractual agreements providing a closer classification of the scope of supplies and services, for which the contractually agreed limitations of liability are fully applicable.

## **LIABILITIES**

35. In the case of Supplier-attributable breaches of material contractual obligations, the Supplier's liability, unless wilful misconduct or gross negligence apply, for damages that are not typical for the subject contract and for damages, which were not foreseeable at the point in time of the entering into force of the contract, is excluded.

Equally, in these cases the Supplier's liability for any loss of profit, loss of production, financial or economic loss, loss of contract or business, loss of revenues, loss of product, loss of use, loss due to business interruption, increased costs, and in each case irrespective of whether or not any of the foregoing may be held to be direct or indirect cost, loss or damage, or for any special, indirect, incidental or consequential loss or damage, is excluded.

The Supplier's liability for any remaining damages is limited to 100% of the contract price

Except for the Supplier's wilful misconduct or gross negligence, the Supplier's liability for missing the contractually specified delivery-date for reasons attributable to the Supplier is limited to the payment of liquidated damages for delay in the amount of 0,5% % of the price for the delayed part per completed week of delay, capped at 5% of the contract price, as the Purchaser's sole financial remedy for all delays under the contract and at law.

The above mentioned limitations of liability under this Article 35 do not apply for damages to life, limb or health and not for liabilities in the frame of the product-liability-law.

36. In the case of Supplier-attributable breaches of contractual obligations, which are not of a material nature, the Supplier's liability, unless wilful misconduct or gross negligence apply, for damages that are not typical for the subject contract and for damages, which were not foreseeable at the point in time of the entering into force of the contract, is excluded.

The above mentioned limitations of liability under this Article 36 do not apply for damages to life, limb or health and not for liabilities in the frame of the product-liability-law.

37. Material contractual obligations are those obligations, whose fulfilment is indispensable for the achievement of the contractual purpose, for example, the Supplier's obligation to deliver the scope of supplies and services.

## **FORCE MAJEURE**

38. To the extent that the fulfilment of its contractual obligations by an event of force majeure is rendered impossible, or is unreasonably obstructed, each party is entitled to suspend the execution of its contractual obligations. The following events qualify as force majeure: labour-disputes and all circumstances beyond the control of the parties such as fire, war, general mobilisation for war, insurgence, requisition, confiscation, embargo, restrictions imposed on the consumption of energy, restrictions imposed on the trading of foreign currency, restrictions imposed on exports, pandemics, nature-catastrophes, extreme inclement weather, terrorist acts, and deficient or delayed supplies by sub-suppliers resulting from the circumstances listed under this Article.

Suspension under this Article based on an event that occurs before or after the entering into force of the contract is justified only to the extent that its consequences on the execution of the contract were unforeseeable at the point in time of the entering into force of the contract.

39. The party relying on force majeure must notify the other party as soon as possible in writing of the beginning and of the end of such event. In the case that a party omits such notification, the other party is entitled to demand compensation of all additional costs incurred as a result of not having received such notification.

In the case of an event of force majeure preventing the Purchaser to fulfil his contractual obligations, he must compensate the costs of the Supplier incurred for the safe-keeping and protection of the scope of supplies and services.

40. Irrespective of any and all of the consequences stipulated in these General Terms and Conditions, each of the parties is entitled to withdraw from the contract based on a notification of the other party in writing, in the case that the duration of the suspension of the execution of the contract as per Article 38 exceeds six months.

## **DISPUTE REGULATION AND GOVERNING LAW**

41. All disputes that arise in relation to the contract, or in relation to its validity, will be decided by a regular court of law. The place of jurisdiction is Lindau (Lake Constance), Federal Republic of Germany.
42. The contract is governed by the laws of the Federal Republic of Germany. The Vienna UN-Convention on the International Sale of Goods (CISG) is explicitly excluded.

## **SEVERABILITY CLAUSE AND WRITTEN FORM REQUIREMENT**

43. The partial or complete invalidity of any one or more provisions of the contract shall not affect the validity or continuing force and effect of any other provision. The invalid provision is to be replaced by a valid provision that as far as possible achieves the intended economic purpose of the invalid provision.
44. Revisions and amendments to this contract, including the present provision, may be performed in writing and in electronic format. The written form requirement is maintained by letters and statements signed in handwriting that are forwarded as original, by fax or scanned-in by e-mail. The electronic format is maintained by forwarding an electronic document that is signed by a software-generated electronic signature (e.g. DocuSign or similar).



## **EXPORTCONTROL**

45. The Supplier is relieved from his obligation under the contract to deliver the scope of supplies and services, in the case that compliance with the contract contravenes the applicable laws and regulations related to import- or export-control, or if necessary import- or export-related statutory permits, approvals or authorisations required by the Supplier, his sub-supplier or a supplier of contracted third parties for the import- or export of the scope of supplies and services are not granted or withdrawn.

In the same way the Supplier, or his sub-suppliers or a third party contracted by the Supplier are relieved from the obligation to deliver the scope of supplies and services in the frame of the execution of the contract, in the case that the supplies or the services would contravene US-sanctions.

Claims for the compensation of damages by the Purchaser and/or or potentially agreed contractual penalties are excluded, to the extent that the above mentioned obstructions to deliver the scope of supplies and services are caused by the beforementioned statutory measures or denied permits, approvals and authorisations and such obstructions therefore are not solely attributable to the Supplier.

## **COMPLIANCE**

46. In the context of the conclusion of the current contract, or in the context of the creation or preservation of a related business relationship, the Purchaser will refrain from directly, or indirectly, paying, offering or promising money or valuables (such as gifts, grants, travel or entertainment) to individual persons or to a company (including its entire workforce) for the purpose of illegitimately influencing their acts or decisions.

The same applies in relation to all governmental officers and to holders of public functions (including employees of any state-owned or controlled enterprise, political party or a candidate for political office), to the extent their decisions might be of relevance for the execution of the contract.

The Purchaser will execute suitable measures in order to safeguard that all of his authorised representatives, or representatives acting under the Purchaser's direction (vicarious agents) will likewise comply with the beforementioned rulings.

In addition to the above, the Purchaser is obligated to refrain from any acts, by which the Supplier or his affiliates might run the risk, of being exposed to penalties or sanctions in accordance with the laws and other regulations of those countries, in which they pursue business.

## **INTELLECTUAL PROPERTY OWNERSHIP**

47. As part of the purchase of Supplier-manufactured chiller units the Purchaser obtains programs (including documentation) protected by industrial and intellectual property rights, including, but not limited to, firmware, which is installed in the chiller units (for purposes of operating, monitoring and controlling them), as well as other software contained in specific hardware components supplied with the chiller units (hereinafter referred to as "Programs").
48. In relation to the Purchaser, all industrial and intellectual property rights, including to the widest extent permitted by the governing law, ownership of all Programs, remain vested in the Supplier. The Purchaser's user-rights related to Programs are restricted to those specified in the sub-clauses 49. to 53. hereafter.
49. Subject to the contractually agreed compensation having been paid to the Supplier in full, the Purchaser obtains a non-exclusive, perpetual right to use the Programs for the intended

purpose agreed by the Supplier and the Purchaser in the purchase order covering the sale of the chiller unit.

50. Unless otherwise agreed in the subject purchase order, the Purchaser's user-rights do not include the right to produce copies of the Programs. In the case that for purposes of securing the Programs for future use, the compilation of a safety-copy is deemed necessary, the Purchaser will issue a related inquiry to the Supplier.
51. The Purchaser's user-rights neither include the rights to modify the Programs nor to reverse-engineer, to decompile, to disassemble, to undertake trial activities or to derive the composition or underlying information-structure of any part or of all of the Programs. In the case that the Purchaser wishes to establish interoperability, he will conclude an agreement with the Supplier, which will govern the implementation of interoperability within a reasonable period of time and which will safeguard the interests of confidentiality of the Supplier.
52. Should the Purchaser determine, or assume, that the Supplier-supplied Programs, or the data embodied in it, contain fault(s) or defect(s), the Purchaser shall alert the Supplier immediately by providing a comprehensive description in writing, such that, should the existence of fault(s) or defect(s) be confirmed, the Supplier may implement the necessary corrections.
53. The transfer to third parties of the Programs being installed, or being contained, in the Supplier-manufactured chiller unit is strictly subject to the joint transfer of both the Programs and of the chiller unit to the same third party. The transfer to third parties in any case is subject to the prior written agreement of the Supplier. The Supplier will grant its written agreement,
  - provided that the relevant third party obligates itself for the benefit of the Supplier to comply with the rights of use applicable for all Programs as are stated hereunder (sub-clauses 47. to 53.), and
  - provided that the Purchaser in relation to the Supplier guarantees to discontinue his own use of the Programs permanently transferred to him and to hand-over all original versions, and to delete all copies, as part of the transfer of Programs to the third party.