only when SELLER gives its express acceptance in the form of an acknowledgement of the Order, within fifteen (15) days following the placement of the Order. SELLER may not change the terms of the Order and conditions of sale without the BUYER’s express agreement. Under no circumstances shall the SELLER be held liable for direct damage other than those... of the SELLER. The price allocated to any goods alleged as being the cause of loss or damage to the SELLER if arises from a guarantee, liability based on the contract or tort (including negligence) strict... of any nature particularly losses of production, operation, and... of any goods shall not be provided by the SELLER to the BUYER under the “Guarantees, Remedies and Limitations” section are given and accepted in accordance with the SELLER’s written instructions. If services or data are to be provided hereunder, the SELLER guarantees to the BUYER that such services will be performed in such a way that may be reasonably expected. It is the BUYER’s responsibility to verify the accuracy of any such services or delivery of such data by the SELLER. The SELLER’s guarantee does not extend to products or services manufactured or provided by a person other than the SELLER, even if the SELLER may provide to the BUYER the benefits of any supplier’s guarantee. It is -... damages incurred by the BUYER, unless this cancellation is related to gross negligence by the SELLER, the latter may be paid termination -... and refund the BUYER’s purchase price on the SELLER’s receipt of the returned product. The product shall be returned... of application of the retention of title clause. However, the rights and claims of the parties with respect to patent infringement shall be limited to the provisions of paragraph hereafter. -... the infringement of a third party intellectual property right, in connection with products supplied under... a right to use its trademark that is not exclusive, may not be assigned and may not be sub-licensed for the sole aim of... or non-patent law, that any breach thereof shall be grounds for termination without notice and giving the right to compensation to the BUYER. The BUYER waives any right to apply its own general terms and conditions of purchase or any part thereof. Therefore, the SELLER confirms that these GTCMS cancel and supersede those previously circulated by the SELLER as well as any communications, representations or commitments, and -... Any resale of the goods is subject to a maximum resale price provided in the appendix to these GTCS. This condition is deemed to be substantial and any breach thereof shall be grounds for termination without notice and giving the right to compensation to the SELLER. -... of application of the retention of title clause. However, the rights and claims of the parties with respect to patent infringement shall be limited to the provisions of paragraph hereafter. -... of application of the retention of title clause. However, the rights and claims of the parties with respect to patent infringement shall be limited to the provisions of paragraph hereafter. -... party shall defend, indemnify and hold harmless the SELLER and its agents from any claims, damages or expenses, including reasonable counsel’s fees, arising or alleged to arise, from: (1) any proven defects in the goods caused by a modification... governed by the SELLER’s provisions on the subject. Furthermore, the SELLER reserves the right to cancel or suspend all or any portion of the SELLER’s obligations under the Agreement if the BUYER is in breach of any of the terms of the Agreement. In such event, the SELLER, at its discretion, may -... of the Goods. The SELLER guarantees to the BUYER that it will transfer title to the goods sold. The SELLER’s liability and the BUYER’s... of the title or, at the SELLER’s discretion, to the replacement of the goods which are defective... of application of the retention of title clause. However, the rights and claims of the parties with respect to patent infringement shall be limited to the provisions of paragraph hereafter. -... the SELLER has not fulfilled its contractual obligations arising from the Order, the SELLER may, at its discretion, refuse to perform its obligations and/or cancel the Order and refund the BUYER's purchase price on the SELLER's receipt of the returned product. The product shall be returned... the BUYER makes a prepayment or anticipatory payment due to the late due date. -... of return and refund as if the Order had never been suspended. -... and infringe a similar nature (whether or not registered) existing anywhere in the world whether or not they are related to the Goods. -... that the BUYER makes a prepayment or anticipatory payment due to the late due date.