

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. CONTRACTUAL RELATIONSHIP

- 1.1. Unless otherwise agreed upon in writing, the present general terms and conditions of Purchase ("GTC") shall apply to any purchase order to which they are incorporated or attached, issued by Beaulieu International Group NV (hereinafter the "Customer") to its supplier (hereinafter the "Supplier"), for the supply of goods and/or services as stated in the purchase order (each a "Purchase Order").
- 1.2. These GTC, together with the relevant Purchase Order issued by Customer (the "Agreement"), set forth the terms and conditions for the delivery of goods and services by Supplier to Customer and will be binding on the parties at Supplier's acceptance. Any changes by Supplier are binding only, if accepted by Customer in writing.
- 1.3. The term "Goods" shall include both tangible and intangible goods, including software, service requirements, spare parts and any related software and/or documentation that may accompany the Goods to be supplied by the Supplier as described and quantified in the relevant Purchase Order. The term "Services" shall refer to the services to be provided by the Supplier in as described in the applicable Purchase Order. Goods and/or Services together are hereinafter referred to as the "Deliverables".
- 1.4. Any terms and conditions set forth in documents issued by the Supplier either before or after issuance of any document by the Customer setting forth or referring to the present GTC are hereby explicitly rejected and disregarded by the Customer. Such terms and conditions shall be wholly inapplicable and shall not be binding in any way to the Customer.
- 1.5. Any Purchase Order issued by the Customer will be subject to the present GTC. Any changes to the GTC and/or the Purchase Order as such must be specifically agreed to by the Customer in writing (in the body of the Purchase Order or a document attached thereto) with reference to the clause of the GTC of which it wishes to deviate.
- 1.6. Acceptance of a Purchase Order, including acceptance of the GTC, shall occur upon the happening of any of the following events: (i) receipt by Customer of the acknowledgment copy of this Purchase Order by Supplier, or (ii) receipt by Customer of notification from Supplier that it has commenced performance hereunder or that it intends to deliver or ship the goods to Customer, without prejudice to Supplier's right to demonstrate that it explicitly did not agree to the GTC before such commencement.

2. WARRANTIES

- 2.1. The Supplier expressly warrants that all Deliverables:
 - (1) shall be supplied in a professional and skillful manner and in accordance with good industry practice, using all necessary expertise, knowledge and equipment;
 - (2) shall be in conformity with Customer's descriptions and specifications as foreseen in the Purchase Order;
 - (3) do not infringe upon any patent, trademark or copyright or any duty of confidentiality Supplier has towards a third party.
- 2.2. The Supplier further warrants:
 - (1) to comply with all applicable laws, rules, regulations and orders, including without limitation any labour and employment laws, environmental laws and applicable export and import laws. Supplier will also obtain and maintain the necessary permits and licenses required to perform its obligations under the Purchase Order
 - (2) to make sure the employees, directors and agents it calls upon for the provision of the Deliverables have the necessary expertise, skill, training and experience.
 - (3) to keep any hindrances or disturbances to Customer's normal course of business to an absolute minimum when delivering the Deliverables;
 - (4) to refrain from utterances or actions that might jeopardize the reputation of Customer;

3. SPECIFIC CONDITIONS FOR THE SUPPLY OF GOODS

- 3.1. All references to delivery terms shall be interpreted according to the Incoterms® 2020 as published by the International Chamber of Commerce.
- 3.2. Unless otherwise agreed upon in writing, the Goods shall be delivered *Delivered Duty Paid* (DDP), where unless stated elsewhere, the "delivery place" shall be the receiving location detailed by the Customer in the Purchase Order. The Goods shall be packaged appropriately for the mode of transport and the handover of the Goods to the Customer.

- 3.3. The Goods shall be delivered with (i) a delivery note stating as a minimum the Purchase Order number and date, the product reference, the quantity, the number of packages and the identities of the sender and carrier, (ii) any document related to the pre-delivery inspections and controls carried out by the Supplier, (iii) any document required by the applicable laws and regulations for the transport, export and customs clearance of the Deliverables, and (iv) any document needed for the correct and complete set-up and use of the Deliverables by the Customer.
- 3.4. The timing for the delivery of Goods is of the essence. As part of an obligation of results (obligation de résultat – resultaatverbintenis), the Supplier agrees to deliver in a timely manner. The delivery date(s) agreed upon constitute an essential condition determining the Customer's consent to enter into the purchase and must be met without any delay. No partial or early deliveries may be made without the Customer's prior written consent. The Supplier shall inform the Customer immediately of any delay or circumstance that may adversely affect the proper performance, in which case Customer reserves the right to require Supplier to expedite delivery either by performing fabrication or erection on an accelerated, premium time basis or by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery shall be paid by Supplier.

The transfer of ownership shall take place upon unqualified acceptance of the Goods by the Customer after delivery at the delivery place or the payment by the Customer of the price, whichever occurs first.

- 3.5. The Customer shall verify the compliance of the delivered Goods on quantity as well as quality and inspect if they are in conformity with the samples or drawing provided and possible specific requirements or instructions mentioned in the Purchase Order, within a reasonable time after delivery. Such inspection may include any measurement, testing or examination which leaves possible the return of the goods to Supplier in substantially the condition in which they were delivered to Customer.
- 3.6. In case of non-compliance, the Customer may at her choice accept all or part of the Goods with reserve(s) and/or reject all or part of the Goods. Consequently, the Supplier shall, immediately and at its own cost, replace all or part of the Goods that are not compliant, or shall complete the delivery to make it compliant with the Purchase Order.
- 3.7. Supplier ensures that the Goods conform to all warranties for the longer of (i) the legal warranty period or (ii) 12 months from the date of acceptance (the "Warranty Period"). If any of the Goods are in breach of any warranty during the Warranty Period, Supplier shall, at Customer's option and without prejudice to its other rights or remedies, (a) repair the Goods promptly at the Customer's premises (and where that is not possible repair the Goods and redeliver them to Customer without any delay) or (b) replace the Goods promptly with Goods that conform with the warranties at no additional cost. If Supplier fails to repair or replace and redeliver any Goods within a reasonable period determined by Customer, Customer may repair or replace the Goods itself or call upon a third party to do so at the Supplier's cost and expense. Customer may set-off such costs against any sums due to Supplier under any Purchase Order.
- 3.8. Without prejudice to any further claim by the Customer for the indemnification of any costs, damages or prejudices, for any delay in delivery of all or part of the Goods, or for delivery of Goods not compliant with the Purchase Order, the Customer is automatically entitled to a compensation at a daily rate of 1% of the purchase value, counting until delivery has been made complete and in compliance with the Purchase Order.
- 3.9. The aforementioned compensation is due by the Supplier without prejudice to the right of the Customer on a compensation for all costs, expenses, damages and/or prejudices incurred as a result of the non-compliance as such and/or incurred to come up as a result of the non-delivery

4. SPECIFIC CONDITIONS FOR THE PROVISION OF SERVICES

- 4.1. Supplier shall provide the Services on the days and at the locations described in the Purchase Order.
- 4.2. Supplier warrants to Customer that the Services will conform in all material respects to the relevant specifications and the applicable warranties.
- 4.3. If any of the Services performed are found to be in breach of

any warranty, Customer is entitled to demand the prompt re-performance of the Services at no additional cost. If Supplier fails to re-perform the Services within a reasonable period determined by Customer, Customer may re-perform the Services itself or call upon a third party to do so at the Supplier's cost and expense. Customer may set-off such costs against any sums due to Supplier under any Purchase Order. The warranties apply equally to Services re-performed.

- 4.4. Customer may at all times request changes to the Services in writing. Supplier shall then within a period of 10 days either (a) inform the Customer that it cannot comply with the request or (b) provide the Services in line with the requested changes. Unless otherwise agreed between the parties, the price and delivery schedule for the Services will remain the same.

5. PRICE AND PAYMENT CONDITIONS

- 5.1. The prices stated in the Purchase Order are firm, fixed and definite. Unless otherwise agreed upon, they include all fees, covering remuneration, import/ export duties, packing and transport costs, insurance, administration, expenses and any other usual costs and charges necessary to deliver the Deliverables in compliance with requirements mentioned in the Purchase Order.

- 5.2. Unless otherwise agreed upon in writing, all prices are in Euros and are payable in the same currency.

- 5.3. Subject to acceptance of the Deliverables and if applicable the installation, payment of an undisputed invoice shall be made within 60 days of its date of receipt, using and mentioning the information given by the Supplier.

All invoices must contain reference to a valid Purchase Order number and (if applicable) line item number as issued by Customer.

Supplier agrees to offer its invoices in pdf and send them to the e-mail address of Customer foreseen in the Purchase Order.

- 5.4. The Customer reserves the right to reject the invoice in case of non-compliance of the delivery and/or the Deliverables, or if the invoice does not contain the information needed for payment.

- 5.5. The Customer shall, at all times, have the right to set-off any amounts owed by the Supplier (or any of its affiliates) to the Customer (or any of its affiliates) against amounts owed by herself or her affiliates to the Supplier or her affiliates. In case of such payment and compensation with affiliates, the Supplier will treat the payment as if it were made by the Customer itself, and the Customer's debt to the Supplier will automatically be satisfied and discharged for the amount paid.

- 5.6. No payment made by Customer shall constitute a waiver by Customer of any breach by Supplier of any of its obligations under the Purchase Order, or prejudice Customer's right in the future to question or dispute any payments and any payment withheld by Customer shall be without prejudice to any other rights and remedies of Customer under the Purchase Order or at law.

6. INDEMNIFICATION AND INSURANCE

- 6.1. The Supplier accepts the entire liability for and agrees to indemnify, defend and hold harmless Customer, its officers, agents, employees, customers and users of the Deliverables purchased hereunder, from and against any and all losses, expenses (including without limitation, reasonable attorneys' and other professional fees), costs, damages (including consequential and incidental damages), demands, liabilities, suits and claims in connection with or arising out of a breach of any provision of the Agreement, breach of obligations under any applicable legislation, or any act or omission of Supplier (or of any other persons for whose acts or omissions Supplier is liable) in the provision of the Deliverables, except to the extent such claims, liability, demands, proceedings, costs or expenses are directly attributed to fraud or wilful misconduct of Customer.

- 6.2. Supplier shall indemnify Customer against any costs, damages, liabilities, losses or expenses (including legal expenses) incurred by Customer and arising from any legal actions, claims or demands brought against Customer which state that Customer's possession and/or use of the Deliverables (or any part thereof) infringes any IPR of a third party ("IP Infringement Claim"). If a IP Infringement Claim is made, Supplier shall at its own expense and at Customer's option, while guaranteeing the same level of performance, (a) replace or adapt the infringing Deliverables in such a way that they no longer infringe, without materially detracting from their overall functionality or other requirements of the Purchase Order, or (b) obtain the explicit right for Customer to continue to use the relevant Deliverables and to exercise

the rights granted under the Purchase Order. Should Supplier be unable to provide either of the remedies set out above to Customer's satisfaction Supplier shall refund to Customer all amounts paid for the affected Deliverables under the applicable Purchase Order.

Supplier shall in no case enter into a settlement agreement or an admission of guilt without having obtained the prior written consent of Customer.

- 6.3. For the purposes of the aforementioned indemnification, the Supplier shall take out and maintain sufficient insurance coverage with a solvent insurance company with the following minima: (i) a general liability (any one occurrence) of 2.500.000€ and (ii) in case of supply of Goods, a product liability insurance (any one occurrence and any one insurance year) of 2.500.000€ or in case of provision of Services, a professional liability insurance (per occurrence and in the aggregate) of 2.500.000 €.

7. CONFIDENTIAL INFORMATION

- 7.1. All information that the Supplier receives from the Customer, from affiliates or from third parties concerning the Customer, shall be treated as strictly confidential. Under no condition whatsoever, the Supplier can disclose this information to third parties, or use it for own purposes unless strictly necessary for the performance of its obligations under the Purchase Order. Supplier undertakes to (a) implement adequate technical and organizational measures within their organization to protect this information against accidental or unauthorized destruction, loss, modification, access or other unauthorized disclosure or use and (b) protect the information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own.

- 7.2. The aforementioned obligation however shall not apply to:

- the disclosure of which is absolutely necessary in order to enable the Supplier to fulfil its obligations under the Purchase Order,
- information that is already part or becomes part of the public domain through no breach of these confidentiality obligations by the Supplier;
- information obtained by the Supplier otherwise than in connection with the execution of the Purchase Order of the Customer that is not subject to an obligation of confidentiality;
- information that was independently developed by the Supplier without using the information received by the Customer,
- information that is used in connection with safeguarding or exercising its rights towards the Customer, whether or not before a judicial body.

- 7.3. In case of violation of the obligation under article 7, the Customer shall have the right to a compensation for damage caused by the negligence or fault of the Supplier established at € 10,000 (*ten thousand*) per violation, without prejudice to the right of the Customer to prove and claim actual damages suffered. Furthermore a breach of the obligations under this article 7 will be considered a material breach of Supplier for which Customer may terminate the Purchase Order with immediate effect and at no cost.

- 7.4. Supplier will promptly return or destroy all information, including any copies thereof, upon first written request by Customer, it being agreed that Supplier may keep one copy of the relevant information when required for legal and/or regulatory purposes however it being understood that all confidentiality obligations will remain applicable.

8. PERSONAL DATA PROTECTION

- 8.1. In case the processing of personal data is required in the framework of the Agreement, Supplier shall act as a data processor of Customer. In those cases a) the subject matter, nature and purpose of processing personal data, (b) duration and (c) types of personal data and categories of data subjects will be detailed in the Purchase Order.

- 8.2. Supplier shall comply with the all obligations of a processor as articulated in the General Data Protection Regulation ("GDPR"). Supplier undertakes that it shall process the personal data strictly in accordance with Customer's instructions and to the extent reasonably necessary for the performance of its obligations under this Agreement unless required or requested to process such personal data for other purposes by mandatory requirements under EU/EU-member state law. Supplier shall inform Customer if (in Supplier's opinion) Customer's instructions would be in breach of the GDPR and applicable data protection legislation, which is applicable to Customer. In such circumstances, Supplier shall provide prior notice to Customer unless the relevant law prohibits the giving of

notice.

- 8.3.** Supplier may only subcontract the processing under this Agreement after the prior written consent of Customer and shall ensure that it has a written contract with any further (sub-)processor it engages to process personal data. That contract must impose obligations on the (sub-)processor(s) equivalent to those the Supplier has towards the Customer under this article 8 and Supplier shall ensure they comply with those obligations. Where the further (sub-)processor fails to comply with those obligations, Supplier will be liable to Customer for such failure.
- 8.4.** Supplier shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Measures include at least the following: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services and to restore the availability and access to personal Data in a timely manner in the event of a physical or technical incident; and (C) making sure that the effectiveness of technical and organizational measures for ensuring the security of the processing is regularly tested and evaluated and improved if necessary.
- 8.5.** Supplier shall notify Customer without undue delay and at latest within 72 hours after becoming aware of a personal data breach or incident. Except to the extent required by mandatory law, Supplier shall not undertake any communications, notifications, or correspondence related to any such suspected breach with any regulator, any of its employees, third parties, or data subject, in each case, without prior written consent of Customer. Supplier shall assist Customer in connection with any investigation that Customer may reasonably desire to conduct with respect to a personal data breach or incident. Supplier shall take all commercially reasonable steps requested by Customer to limit, stop, or otherwise remedy any potential, actual, or suspected personal data breach or incident.
- 8.6.** Supplier shall make available to Customer any relevant information on the processing of personal data to demonstrate its compliance with the obligations of this Agreement. Supplier shall furthermore allow for and contribute to audits and inspections conducted by Customer or an auditor of its choice.
- 8.7.** Supplier shall not transfer personal data outside the European Economic Area to unregulated territory without Customer's express prior written consent. Where any personal data is or will be transferred to unregulated territory, Supplier shall procure that or (a) the respective (sub) Processors promptly enters into an agreement composed of the EU Standard Contractual Clauses with Customer.
- 8.8.** At any time during the term of the Agreement or upon its termination, Supplier shall promptly return or delete (at the option of Customer) personal data and confirm that it has done so, except where Supplier is obliged to retain a copy of such personal data by mandatory law.
- 8.9.** The parties acknowledge and agree that Customer may also act as a controller of certain personal data relating to the Supplier or its personnel. In such case Customer shall process that personal data for the purpose of (i) the execution of this Agreement; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; and (iv) administrative, financial accounting, risk analysis and supplier relationship purposes. Supplier will ensure that any personal data provided to Customer by, or on behalf of, Supplier has been collected lawfully, fairly and in a transparent manner to enable such personal data to be processed by Customer for the aforementioned purposes.

9. TERM AND TERMINATION

- 9.1.** This Agreement between Customer and Supplier shall remain effective until the Goods are delivered and/or the Services are provided.
- 9.2.** Customer shall however be entitled to terminate the Agreement at any time without cause upon delivery of written notice hereof to Supplier. Upon receipt of such notice, Supplier shall immediately stop its performance and cancel all of its cancellable commitments pertaining to the Goods or Services terminated and do only such work as is necessary to preserve and protect then existing work in progress. In such case, Customer shall only be required to pay the price for Goods and/or Services previously completed and

delivered in accordance with this Purchase Order and not previously paid for, plus, upon presentation of the evidence hereof, Supplier's costs incurred prior to the date of termination for work in progress pertaining to the Purchase Order and for all inventory acquired or ordered in good faith for the purpose of fulfilling this Purchase Order which Supplier is unable to cancel or return. In no event shall Customer be liable to Supplier hereunder for loss of any anticipated profits with respect to this Purchase Order as of the date of Seller's receipt of notice of termination hereunder.

- 9.3.** Either party may terminate the Agreement, in whole or in part, upon written notice to the other party (the "Breaching Party"), (a) with immediate effect if the Breaching Party commits a material breach of any term of the Agreement which is irremediable or (b) if the Breaching Party commits a material default and fails to remedy it within fifteen (15) business days following formal notification of the default.
- 9.4.** Either party shall furthermore also have the right but not the obligation to invoke the automatic termination of this Agreement with immediate effect, by giving written notice but without any notification of default or judicial intervention being required and without thereby arising any entitlement to indemnification, if the other party has been declared bankrupt, has filed a moratorium bankruptcy petition, when its assets are subject to attachment of material substance or ceases for any other reason to carry on business.
- 9.5.** Termination of the Agreement for any reason will be without prejudice to the obligations regarding confidentiality, indemnification, personal data, warranties and intellectual property rights or any other terms intended to survive termination or expiry. Upon termination of the Agreement, Supplier shall co-operate in good faith with Customer to realize a smooth transition to the situation in which another party will supply the replacement of the Deliverables.

10. FORCE MAJEURE

- 10.1.** Neither party shall be liable towards the other party for any non-fulfilment of the Agreement to the extent fulfilment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfil its obligations by any means possible. The mere fact of late supply of materials, labour or utilities shall not be deemed Force Majeure.
- 10.2.** If a Force Majeure event causes the Supplier to reduce the production of the Goods, the Customer will be treated as a preferred customer. In case a situation of Force Majeure continues for more than 30 days, Customer shall be entitled to (partially) terminate or cancel the Agreement by written notice. Customer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfil its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes. Volumes not supplied as a result of Force Majeure shall be counted towards the calculation of any rebate and bonus agreements for the achievement of volume targets. Bonus/Rebate calculations for the purpose of payment will only be calculated over the actual volumes delivered.

11. COMPLIANCE WITH LAWS AND STANDARDS

11.1. With regard to chemicals supplied under the Purchase Order within or into the European Union, Supplier herewith confirms that it is fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). To the extent that any Goods or any of its substances fall within the scope of REACH, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with the requirements of REACH. Supplier will provide the registration number(s) to Customer. To the extent Goods or any of its substances fall within the scope of other chemical control regulations, Supplier confirms and represents that the Goods or any of its substances, are fully compliant with these regulations.

In the event of any defect or non-conformity discovered following Supplier's delivery or performance, or in the event of Supplier's breach of any warranty given hereunder, the Customer may, at its election and in addition to any other rights or remedies it may have at law or equity, (a) return any defective Goods at Supplier's risk and expense, and recover from Supplier the price paid therefore and, if elected by the Customer, purchase or manufacture similar goods from a third party, and recover from Supplier any costs and expenses associated therewith, (b) accept or retain the Goods and equitably reduce their price, or (c) require Supplier, at Supplier's expense, to promptly replace, correct or re-perform, as applicable, such defective Goods. If Supplier fails to replace, correct, or re-perform, as

applicable, such Goods within a time period reasonably set by the Customer with respect to any such defect, the Customer may undertake, or arrange for, such replacement, correction or re-performance at Supplier's expense or purchase, manufacture or procure similar goods, as applicable, and recover from Supplier the costs and expenses thereof.

The Supplier agrees to indemnify, defend and hold harmless the Customer, its officers, employees, agents, successors, assigns, customers and users of Supplier's Goods from and against any and all losses, expenses, damages, claims, suits and liabilities (including court costs and attorneys' fees) arising as a result of an actual or alleged breach of any warranties or other terms contained herein, or arising under any strict tort or negligence claims premised on either an actual or alleged non-conformity in Supplier's Goods provided. At Customer's request, Supplier shall assume promptly full responsibility for the defense of any action described in this section which may be brought or threatened by a third party against Supplier and/or Customer.

Supplier agrees to indemnify and hold Customer, its affiliates and its customers harmless from and against any losses, damages and expenses sustained because of Supplier's non-compliance with REACH.

- 11.2.** Supplier agrees to comply with and act in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Customer site, comply with site and site access regulations as well as Customer's (network) security regulations. Supplier must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the customer and/or English, to work in a safe, healthy and environmentally responsible manner. Customer may audit these aspects of this Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident Supplier shall, immediately take all measures to clean up, isolate or prevent pollution resulting from such incident.
- 11.3.** Supplier furthermore also agrees to comply with the Customer's Code of Conduct which can be found at Customer's website or a copy of which can be provided at Supplier's request.
- 11.4.** Customer will be entitled at any time and upon ten (10) business days prior written notice, at least once per year and at no charge, to perform an audit and inspection of Supplier and/or any of its subcontractors to verify (a) the fulfilment of its obligations pursuant to the Agreement, (b) compliance with confidentiality and personal data security obligations and (c) the accuracy of the invoices and financial consideration.

The audit will be conducted during the normal business hours of Supplier or its subcontractors and Customer shall use reasonable endeavours to minimize any disruption to the operations of Supplier or its subcontractors. Customer shall ensure that its authorized representatives in charge of the audit will be bound by appropriate confidentiality undertakings, no less stringent than those provided for by the confidentiality undertakings in these GTC. Customer shall bear its own costs and expenses in relation with such audit, unless Supplier is not complying in material respect with the terms and conditions of the Agreement or acts in bad faith, in which case Supplier shall promptly refund to Customer the full costs and expenses of the audit (including the auditor's fees).

12. APPLICABLE LAW AND JURISDICTION

- 12.1.** Each Purchase Order and this Agreement between the Customer and the Supplier shall be exclusively subject to the laws of Belgium. The application of the UN Convention of Vienna 11th April 1980 relating to the International Sale of Goods is expressly excluded.
- 12.2.** The courts of the judicial district of Courtrai/Kortrijk shall have exclusive jurisdiction. This jurisdiction provision shall also apply in case of an application to grant interim or protective measures, whether or not in summary proceedings.

13. MISCELLANEOUS

- 13.1.** This Agreement, including the GTC, its annexes and the Purchase Order will constitute the complete and exclusive agreement between the parties relating to the Deliverables and will supersede all prior proposals, conditions, offers and arrangements, whether oral or written, even if they were known to the other party, irrespective of the timing of their communication, unless expressly agreed upon otherwise in writing

- 13.2.** No addition to or modification of the Agreement shall be effective or binding on either of the parties hereto unless reduced to writing and executed by the representatives of each of the parties hereto.
- 13.3.** If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of the Agreement or the Agreement as a whole (unless where such term or provision is regarded as substantial, i.e. of such importance that without it, the parties or the party for whose benefit such clause is made would not have entered into the Agreement) and such term or provision shall be deemed modified to the extent necessary to render it enforceable and valid, preserving to the fullest extent permissible the intent of the parties set forth.
- 13.4.** No delay on the part of any party in the exercise of any right of remedy shall operate as a waiver thereof. No provisions of this Agreement may be waived, changed, modified, or discharged orally but only by an agreement in writing signed and executed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 13.5.** Unless otherwise provided in this Agreement, it is concluded on a non-exclusive basis, and nothing herein shall be construed as a restriction to conclude similar agreements with third parties.
- 13.6.** Neither party may assign or otherwise transfer rights or obligations originating from the Agreement without the prior express written consent of the other. However, the Customer may assign or transfer any or all of its rights or obligations under the Agreement to any affiliate of the Beaulieu International Group without the consent of the Supplier.
- 13.7.** If Supplier wishes to call upon a subcontractor for all or part of its obligations under the Agreement, it may only do so upon prior written consent of Customer.
- 13.8.** Supplier agrees during the term it is supplying Deliverables to Customer and for twelve (12) months thereafter, it shall not directly or indirectly induce or attempt to influence any of Customer's employees or director to terminate their employment, under penalty of having to pay indemnification amounting to 12 months of the gross remuneration or fee earned by the person in question.
- 13.9.** Neither party shall use the other party's trademarks, service marks, logos, and/or branding in external publicity material without such other party's prior written consent.
- 13.10.** Unless explicitly otherwise agreed between the parties, any notice provided by a party under the Agreement shall be served in writing to the address indicated in the Purchase Order and shall be effective (a) the day of receipt when it is delivered personally or (b) three (3) business days after the date of mailing when sent by express courier, registered, certified or electronic mail or can reasonably be considered to be delivered to the other party.
- 13.11.** Parties confirm that this Agreement is a result of extensive negotiations between the Customer and the Supplier, that all provisions of the Agreement (and the balance thereof) individually and jointly correspond with the actual will of each individual party after such negotiations and that the commercial terms of the Agreement are a result of the allocation or economic risks between parties.