

## GENERAL TERMS AND CONDITIONS FOR SALE.

### 1. BASIS OF CONTRACT

- 1.1. These General Terms and Conditions for the sale of Products ("GTCS") apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2. These GTCS of Products shall apply to any Contract except as otherwise expressly agreed in such Contract. In case of conflicting provisions, the wording of the Contract shall prevail.

### 2. DEFINITIONS

- 2.1. "Affiliate" means in relation to a party, any entity which at that time, directly or indirectly, controls or is controlled by or is under common control with such party. "Control" means having the majority of the voting rights in the shareholder meeting of the entity.
- 2.2. "Business day" means a day other than Saturday, Sunday or a public holiday in the country of either Party, or any day when major banks are open for general business.
- 2.3. "Contract" means any agreement for the sale and purchase of Products (a) resulting from Customer's order and Supplier's written confirmation of acceptance, or (b) executed by Supplier and Customer, or proposed by one Party in writing including by exchange of correspondence or email or other forms of written communication.
- 2.4. "Customer" means the legal entity specified in the relevant Contract as purchasing party.
- 2.5. "Force Majeure" an event, circumstance or cause beyond a party's reasonable control.
- 2.6. "Products" the Products (or any part of them) which may be supplied in bulk or packed as set out in the Order.
- 2.7. "Order" means the document issued by Customer to order Products for purchase from Supplier.
- 2.8. "Specifications" means Supplier's manufacturer's specifications for Products in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in writing by Customer and Supplier in the Contract or otherwise.
- 2.9. "Supplier" means the legal entity specified in the relevant Contract as selling party.

### 3. ORDER

- 3.1. The Order constitutes an offer by the Customer to purchase the Products in accordance with these GTCS. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 3.2. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. No changes to nor cancellation of an Order issued by Customer shall be binding unless Supplier issues a new written acceptance. These changes, previously accepted by Supplier, may imply extra costs or fees as follows:
  - 3.2.1. "Administrative Fees" will be charged to the Customer, when order modifications are requested within two (2) Business days prior to shipment of Product, in the amount of 250€ per modification Order petition.
  - 3.2.2. "Management Fees" will be charged to the Customer, when missing a prescheduled and confirmed appointment for FCA (Incoterm 2020) pickups at Supplier's delivery location, in the amount of 300€ per day as to extra expenses incurred in works rearrangement.
  - 3.2.3. "Urgency Fees" will be charged to the Customer, when upon its request wants to get delivery of Products on urgent basis, being necessary to use: air freight arrangements, express delivery, among others, according to particular urgent delivery conditions and cost of hired urgent transport services.  
Urgency Fees can range from minimum of 200,00 € up to higher amounts which may arise from Customer's urgent requests and cost of urgent services at the particular time of demand. Supplier has always the right to apply higher Urgency Fees if delivery conditions' cost are higher to this range.
- 3.3. Cancellation by Customer of an Order already confirmed by the Supplier is always subject to Supplier's written acceptance and may be subject to compensation or charging cancellation fees. Order for making tailored products already confirmed by the Supplier cannot be cancelled by Customer under no circumstances.
- 3.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 3.5. A quotation for the Products given by the Supplier shall not constitute an offer. A quotation shall only be valid for the period expressly set forth in the quotation document and in the absence of it for a period of twenty (20) Business Days from its date of issue.
- 3.6. Any Order issued by and delivered to Customer is subject to amongst other, general credit approval and a specific credit limit set by Supplier for Customer at its reasonable discretion. In the event that at any time Customer places and Order to Supplier which, as such or cumulated with the value of previous Order for which payment is not yet received in full by Supplier, exceeds the credit limit(s) set by Supplier, Supplier shall be entitled, at its entire discretion and at any time, previously informing Customer:
  - (i) to suspend or cancel such Order, or all or part of any delivery under such Order, including any Order for which an Order confirmation has already been sent to Customer and without any liability, for as long as such credit limit is exceeded or until Customer provides security acceptable to Supplier in respect of any amount in excess of the credit limit.
  - (ii) to make deliveries only against either a) prepayment or, b) advanced accounts receivable in a sufficient amount to cover at least the credit excess, or c) third party assured payment methods (e.g. letter of credit, bank guarantee, among others security or collateral).
- 3.7. The Customer might be requested, prior to Order acceptance, to provide certain information in order to ensure: (i) Supplier is not infringing any anti-money laundering applicable law and (ii) Supplier complies with applicable EU export control, laws and regulations, as well as with the regulations of the selling and buying countries (Global Trade Services), including to

confirm Customer and ultimate end user of Products is not included in any Sanction Party List or Embargo list.

### 4. DELIVERY AND LEAD TIME

- 4.1. The Supplier shall deliver the Products to the location ultimate confirmed by the Supplier in writing to the Order (Delivery Location), at any time after the Supplier notifies the Customer that the Products are ready in accordance to a particular Incoterm 2020.
- 4.2. The Supplier commercializes Products using intermodal transports units (ITUs), and considering safety reasons when handling Products and also following internal policies and applicable law to protect the environment. Therefore, the Supplier shall be free to choose means of transport and route via, as well as way to handle Products of dispatch. If no delivery term nor Incoterm is set out in the Contract, the Supplier may use, at its entire discretion, as applicable any of the following: FCA, CPT, CIP and DAP (INCOTERMS 2020). Should CPT term is used for a particular Contract, the Customer shall be requested to provide appropriate evidence of hiring the corresponding transport insurance policy.
- 4.3. For the sake of clarity, the following incoterms 2020 are excluded from and not be applicable to any Contract: EXW, FAS, FOB, CFR and CIF, except Supplier expressly approves them in the specific Order.
- 4.4. A variation in quantity of delivered Products supplied in bulk of up to 10% from the quality specified in the Contract shall be deemed accepted by Customer. The quantity recorded on Supplier's officially calibrated weighing equipment at the point of loading shall be accepted by Parties as correct, as to 0,5% is deemed as maximum permitted deviation of the weighing equipment. In any event Customer shall be invoiced and shall pay the quantity actually delivered. Delivery is completed on the completion of unloading of the Products at the Delivery Location which shall be carried out by Customer at its entire risk.
- 4.5. Any dates and times quoted for delivery are approximate only, and the time of delivery is not of the essence. Supplier shall in no event be liable for any loss or damage whatsoever incurred by Customer due to a delay in delivery or non-delivery.
- 4.6. For delivery of Products under Incoterm FCA at Supplier's premises, Products shall be delivered only within Supplier's working hours and any time of delivery is estimated, subject to changes and delivery can at least take one hour. At Supplier's premises, Customer will comply with all health and safety internal rules, submitting any relevant documentation requested by Supplier prior to delivery of Products. For that purpose, the assigned truck driver for the Products delivery must be capable to communicate either in Spanish or English languages.
- 4.7. The Supplier shall have no liability for any delay or failure to deliver the Products, and in particular, if such failure is caused by a Force Majeure event or the Customer fails to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.8. If the Customer fails to accept delivery of the Products and to unload delivery within three (3) hours, for Products supplied in bulk of the Supplier notifying the Customer that the Products are ready, then:
  - (a) delivery of the Products shall be deemed to have been completed three (3) hours later from Products' arrival supplied in bulk to Delivery location, or when Product supplied in packed immediately after attempt to deliver on which the Supplier notified the Customer that the Products were ready and;
  - (b) the Supplier shall store the Products until delivery takes place or terminate the Contract as provided in Clause 13 below, and charge the Customer for all related costs and expenses (including insurance). The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.9. Delivery of Products shall go with related Certificate of Analysis and delivery note, bill of lading (BL) or air waybill (AWB) and other documents the Supplier may need according with the relevant Contract.
- 4.10. If Supplier at any time for any reason believes that there may be a shortage of supply at any place and that it as a result thereof may be unable to meet the demands of all its customers, the Supplier may allocate its available and anticipated supply among its customers in such a manner as it may determine most reasonable in its sole discretion.

### 5. QUALITY AND LIMITED WARRANTY

- 5.1. The Supplier warrants that at the time of delivery in accordance with the applicable Incoterm set forth in the relevant Order or in the absence of it in the GTCS, and for a period of time indicated in the Certificate of Analysis and starting from the date of delivery ("Warranty Period"), the Products shall (a) conform with their Specifications (for avoidance of doubt, properties relating to Products contained in any Products documentation do not constitute Specifications; and  
(b) be free from material defects in packing material.
- 5.2. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY SUPPLIER. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THE APPLICATION OR USE THEREOF, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ANY AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS (WHETHER EXPRESS OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCT ARE DISCLAIMED AND ARE EXCLUDED FROM THESE GTCS TO THE FULLEST EXTENT PERMITTED BY LAW. THE CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY STATEMENT, PROMISE OR REPRESENTATION MADE OR GIVEN BY OR ON BEHALF OF THE SUPPLIER WHICH IS NOT SET OUT IN THIS GTCS. THE WARRANTY HEREIN SHALL SURVIVE ANY INSPECTION, ACCEPTANCE OR PAYMENT BY CUSTOMER.

- 5.3. This limited warranty is given only to Customer and does not extend to any subsequent purchaser or transferee of Products.
- 5.4. The Supplier will not be liable for any loss or damage caused by Customer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by the Supplier or industry standards. THE SUPPLIER WILL NOT BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. SUPPLIER'S LIABILITY UNDER OR IN CONNECTION WITH AN ORDER SHALL NEVER EXCEED THE PRICE OF THE ORDER PER INCIDENT. Nothing in this GTCs will limit or exclude Supplier's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it is unlawful for the Supplier to exclude or restrict its liability.
- 5.5. Any representation and warranties in relation to Products delivered by Supplier other than stated in Clause 5.1 above (including but not limited to any representations and warranties in relation to the composition, properties, quality, performance or freedom from any defects, whether known or unknown to Supplier), statutory or otherwise, are hereby explicitly excluded, insofar as such exclusion is permitted by law and except for written limited warranties for specific sheet or film products. No such warranties are to be implied from the name or description under which Products are sold or from the fact that a purpose is known or from any advice given by Supplier, its employees or agents or Affiliates.
- 5.6. Subject to Clause 5.1, the Customer has the obligation to inspect the Product received for defects in packing materials immediately after receipt delivery at Delivery Location. The customer must inform in writing of obvious defects, which need to be stated in the delivery note, either in connection with the Product or its packaging material, within seven (7) days of discovery, upon receipt of the delivery. In case of hidden defect, within fourteen (14) days of discovery upon detection and during the Warranty Period. Failing to report claim in the foregoing time Customer shall no longer be entitled to raise and enforce such claim and delivery shall be deemed to have valid.
- 5.7. The Supplier is given a reasonable opportunity of examining such Products claimed by Customer; and Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Customer's cost. A determination of whether or not delivered Products conform to the Specifications shall be carried out by analyzing the Products' samples or records retained by Supplier in accordance with the methods of analysis used by Supplier.
- 5.8. The Supplier shall, at its option, replace the defective Products, or refund the price of the defective Products in full.
- 5.9. Partial defects of Products or its packing material defects, that conform Clause 5.1 and ultimate confirmed and accepted by Supplier, shall not entitle Customer to reject the entire delivery of Product nor to refuse payment under the Contract.
- 5.10. The Customer shall not be entitled to raise claims against Supplier nor start legal proceedings after the date Products are processed, resold or otherwise disposed of, or after Warranty Period expires from the date of delivery, whichever comes first.
- 5.11. The Supplier shall not be liable for the Products' failure to comply with the warranty set out in Clause 5.1 if:
- (a) the Customer makes any further use of such Products after giving notice in accordance with Clause 5.2;
  - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
  - (c) the Customer alters such Products without the written consent of the Supplier;
  - (d) the defect arises as a result, willful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.12. Except as provided in this Clause 5, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in Clause 5.1.
- 5.13. These GTCs shall apply to any replacement Products supplied by the Supplier.
- 6. TITLE AND RISK OF LOSS**
- 6.1. The risk of loss in the Products shall pass to the Customer on completion of delivery which is also determined by applicable INCOTERM to each case.
- 6.2. Title to the Products shall not pass to the Customer until the Supplier receives payment in full (cleared funds) for the Products and any other Products that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums, except as otherwise stated in the Order by the Supplier.
- 6.3. Any kind of disposition of the Products subject to title retention whatsoever by the Customer shall be permitted only in conjunction with the regular business transactions of the Customer. However, under no circumstances shall the Customer be permitted to assign title to the Products to pledge same as collateral to third parties. In the event of sale of the Products within the scope of regular business transactions, the purchase price paid shall substitute for the Products. The Customer herewith assigns all receivables due to Customer from any sales of such Products to Supplier. The Customer shall be awarded power of attorney to collect said receivables as long as Customer meets Customer's payment obligations to Supplier. Taking into account the extended title retention (advance assignment of the respective purchase price receivables) any assignment to third parties, in particular to a bank, shall be deemed a breach of contract and shall therefore be prohibited. Supplier shall at all times have the right to verify the sales documentation of the Customer and to notify the former's customers of the assignment.
- 6.4. Notwithstanding of Clause 6.3 above, in the event Customer sells the Products to any third party and fails to make payment according to Clause 8, the Supplier shall be entitled to terminate the Contract and to claim damages in respect of payment default, as well as, any cost arising out of the claim. Selling Products and failure of payment of invoice on due date by Customer shall be deemed as material breach of contract.
- 7. DISCONTINUATION OF PRODUCTS**
- Supplier may discontinue the manufacture or supply of any Product at any time with at least three (3) months prior written notice to Customer, and, after such notice period, such Product will immediately be deemed to be removed from these GTCs. If all Products are removed from this Contract, this Contract will automatically terminated without further liability for either Party.
- 8. PRICE AND PAYMENT**
- 8.1. The price of the Products shall be the price set out in the Order.
- 8.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in freight costs and insurances premiums, labor, raw and auxiliary materials, energy and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 8.3. The price of the Products:
- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Products which shall be paid by Customer and added to each invoice or separate invoice; and
  - (b) includes the costs and charges of packing, customs duties (as of the case maybe), freight, insurance and transport of the Products in accordance to the relevant Incoterm set forth in the Contract. The Supplier may invoice the Customer for the Products on or at any time after the completion of delivery.
- 8.4. The Customer shall pay each invoice sent by the Supplier:
- (a) within sixty (60) natural days of the date of the invoice sent upon delivery of Product is ready according to the agreed incoterm, as the maximum payment term permitted by applicable Spanish law in force by the time of Contract existence or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
  - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract. Each invoice shall set out the designated bank account related to currency payment as indicated in the Order. Any transaction cost or exchange rate arising out of Customer fails to pay in the correct currency shall be ultimately charged to Customer.
- 8.5. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.5 will accrue each day at 3% a year above the Bank of Spain's base rate from time to time.
- 8.6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.7. Supplier may request to Customer information related to, including but not limited to origin of fund and ultimate Customer's ownership, in compliance with anti-money laundering and financing of terrorism policy of Supplier.
- 8.8. As to delivery of Products under incoterm FCA conditions, Customer guarantees that, either picks up carried out directly by his personnel or by a carrier hired for transportation, Products are shipped to the named destination. Supplier may also request to Customer to provide with any suitable document that proves such carrier until final destination. In case the foregoing documents are not provided by Customer after five days' notice sent to Customer requesting such information, Supplier shall be entitled to invoice the amount corresponding to VAT related to such Products plus interests accrued to that moment. Furthermore, Customer shall defend, indemnify and hold the Supplier harmless from and against any and all claims or economic consequences imposed to Supplier by Tax authorities as a result of Customer's fail to provide such documentation.
- 9. LIMITATIONS OF LIABILITY**
- 9.1. Should Supplier be liable as a result of breach of the warranty in clause 5.1, Supplier's total liability shall be limited to replace the Products or refund the price of the defective Products in full as provided in Clause 5.6.
- 9.2. This remedy is Supplier's exclusive remedy for breach of warranty and defects in the Products. Insofar as permitted by law, Supplier's total liability to Customer arising out of or in relation to a Contract, whether in contract, tort (including negligence) or otherwise, for any loss or damage incurred by Customer as a result of any breach of Contract by the Supplier shall be limited to an amount equal to the purchase price of the Products related to which claim is raised.
- 9.3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or by statutory law.
- 9.4. Subject to Clause 9.3, the following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; and indirect or consequential loss.
- 9.5. This Clause 9 shall survive termination of the Contract.
- 9.6. Customer agrees to indemnify, defend and hold Supplier harmless from all losses, damages and costs (including reasonable legal costs) incurred in connection with any third party claims, including Tax authorities, resulting from the sale of Products to Customer, the

processing or sale by Customer of Products or other Products manufactured using Products and for which Supplier is not liable under these GTCS.

**10. SAFETY PRODUCTS**

- 10.1. Customer shall ensure that at any time (including without limitation during delivery or collection, handling, storage, treatment transport, use and commercialization of Products itself, its contractors or any other party acting on its behalf, complies with all applicable laws and regulations related to health, safety and environment, the recommendations in the product safety data sheet (SDS), all safety and other procedures in force at the relevant delivery point, and in any event in a manner consistent with the standards of a reasonable and prudent operator.
- 10.2. Customer shall take all precautions as may be appropriate for hazards identified in the SDS and properly manage and dispose of all wastes and residues resulting from its use of Products, including any disposable packaging, in accordance with applicable laws and regulations.

**11. INTELLECTUAL PROPERTY**

- 11.1. Any sale of Products shall not, by implication of otherwise, convey any license to or transfer of any intellectual property rights related to the Products and owned by or licensed to Customer or its Affiliate(s) nor are they a recommendation for use of such Products, applications or designs which may infringe any intellectual property right.
- 11.2. Customer assumes all risks of any intellectual property infringement claims resulting from the use, (re)sale or processing of the Products, whether singly or in connection with any other materials. In the event that Customer receives any claim from a third party alleging that Products, as delivered to Customer, infringe such third party's intellectual property rights, Customer shall promptly inform Supplier and, Customer shall strictly follow Supplier's instructions in any response to such claim. In such case, Supplier shall have the right to defend Customer and if necessary will either, at Supplier's discretion, if possible replace such Products with non-infringe Products or, refund the purchase price of such Products. The foregoing sentence states the entire obligation of Supplier for intellectual property infringement by any Products sold under the Contract.

**12. DATA PRIVACY**

- 12.1. All personal data exchanged under these conditions will only be collected, used, copied, passed on or otherwise processed by the parties and their Affiliate(s) to the extent that is strictly necessary for the management of the business relationship, for security and fraud prevention activities and for supplying the Products under these GTCS, treated in strict confidence and kept safe by means of technical and organizational measures required under applicable law. Supplier's privacy statement information stated in more detail and how data is collected, used and shared personal data can be found under the following link: <https://privacyportal-eu.onetrust.com/webform/4d856428-3bc6-45cd-82ac-13948107e0b3/5d905f69-ba05-479c-849a-4178fd4cb6e7>

**13. TRADE CONTROL AND CSR COMPLIANCE**

- 13.1. Economic sanctions: Customer acknowledges that Products provided under any Contract may be subject to economic sanctions, export and import regulations, and any use or transfer of controlled information, Products, and/or their direct products must be authorized under those regulations of the government of the country or territory where the Products are being imported, exported, or re-exported. Customer agrees that it shall comply with all applicable economic sanctions, export and import regulations of the government of the country or territory where the information or Products are being imported, exported or re-exported. Furthermore, the Customer represents and warrants to commit that the Products purchased to the Supplier will not be used for any purposes associated with nuclear development, chemical or biological weapons or their delivery systems.
- 13.2. Company Social Responsibility: The Customer shall be committed to embrace, support and enact within its sphere of influence the Ten Principles of the Global Compact. In connection thereto, the Customer shall also endeavor to comply with the Ten Principles of the UN Global Compact. The Customer shall endeavor to reduce the environmental impact of its activities, including the provision of Products hereunder. The Customer shall respect the human rights of its employees and shall provide employees with a safe and healthy work environment. Furthermore, the Customer agrees not to engage in child labor or any form of forced or compulsory labor.
- 13.3. Anti-Bribery: The Customer shall not give or cause to be given any bribes or unlawful or inappropriate kickbacks to government officials, Supplier's purchasing and sale staff or any other person or entity with payments received from Customer or any other funds. The Customer further agrees not to directly or indirectly accept any bribes or unlawful or inappropriate kickbacks.
- 13.4. Environmental Conservation: Both Parties agree to comply with all applicable laws and regulations regarding environmental conservation in their business activities and shall strive to reduce the environmental impact of such activities.
- 13.5. Respect for Human Rights:
  - a) Each Party agrees to respect the human rights of its employees, take measures to provide employees with a safe and healthy work environment, not to discriminate on the basis of culture, nationality, religion, creed, race, gender, age, physical handicap or other protected category, and to pursue equal opportunity in employment.
  - b) Each Party agrees that it will not engage in forced or compulsory labor, child labor, illegal employment of foreign workers, or other illegal or inappropriate forms of employment. In addition, each Party agrees that the conditions of employment, including salaries and working hours, of its employees conform with the laws and regulations in place in the relevant territory and/or country.
  - c) Customer shall strive to enforce the principles in Clause 13.5.a and 13.5.b within its sphere of influence, including, without limitation, to its contractors or suppliers engaged by Supplier.

- d) If Customer becomes aware of any violation of Clause 13.5.a, 13.5.b or 13.5.c, Customer shall inform Supplier immediately. In addition, Customer shall promptly take measures to remedy the violation and shall report to Supplier on the outcome of such measures.

**14. TERMINATION**

- 14.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
  - (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five (5) Business days of that party being notified in writing to do so;
  - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in Clause 13.1. (a), to Clause 13.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4. On termination of the Contract for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 14.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**15. FORCE MAJEURE**

- 15.1. Neither Party will be liable in any respect for failure from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, to its obligations under this Contract (other than Customer's failure to make any payment under this Contract when due) if hindered or prevented, directly or indirectly, including but not limited to, by war (declared or undeclared); national emergency; unforeseen machinery or equipment breakdown; lack of raw material, fuel or power; earthquake, explosion, fire, flood, windstorm or other act of God; epidemic or pandemic; national or regional emergency; strike, lockout or other labor dispute; order or act of governmental authority, whether foreign, national or local, whether valid or invalid; or any other cause of like or different kind beyond the reasonable control of the affected Party (each a "Force Majeure"). In the event the duration of a Force Majeure exceeds two (2) months or is reasonably expected to exceed six (6) months, either Party may terminate this Contract, without liability on the part of either Party, by giving not less than seven (7) days prior written notice of termination to the other Party, provided, however, that no such termination will be effective if the Force Majeure has abated prior to the termination date stated in such notice.
- 15.2. Supplier shall not be liable for any breach, nonperformance or delay in performance of a Contract caused by Force Majeure. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or Supplier shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for thirty (30) days, Supplier may terminate the Contract by giving fifteen (15) days' written notice to the Customer.
- 15.3. In the event of any Force Majeure, Supplier shall have no obligation to procure Products from any third parties in order to comply with any obligations under a contract nor shall Supplier be required to make up for any quantities not supplied during the period of Force Majeure or to the extend the period of any contract to this effect.

**16. GENERAL**

- 16.1. **Confidentiality**
  - (a) Each party undertakes that it shall not at any time during the Contract and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, prices, customers, clients or suppliers of the other party, except as permitted by Clause 16.1(b).
  - (b) Each party may disclose the other party's confidential information:
    - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 16.1; and
    - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
  - (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 16.2. **Entire agreement**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3. **Variation**  
No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

16.4. **Waiver**  
No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5. **Severance**  
If any provision or part-provision of the Contract or these GTCS are or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract or these GTCS. If any provision of the Contract is deemed deleted under this Clause 16.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.6. **Assignment and other dealings**  
(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.  
(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16.7. **Governing law**  
These GTCS and any Contract and all relationships arising out of related thereto, shall be exclusively governed by and construed in accordance with the substantive laws of the Supplier, that no conflict-of-laws provision shall be invoked to permit application of the laws of any other country, state or jurisdiction.

16.8. **Jurisdiction**  
Any dispute arising in any manner out of or related to these GTCS or any Contract shall be submitted to the exclusive jurisdiction of the courts in the jurisdiction of the Supplier. However, Supplier shall be entitled at its discretion to resort to any competent court in any jurisdiction in the event of breach by Customer of any payment obligation or to enforce any property rights set out in Clause 6.



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