

GENERAL TERMS AND CONDITIONS OF PURCHASE**1. APPLICABILITY**

Unless expressly agreed otherwise, these General Terms and Conditions of Purchase apply to all offers requested and orders placed by SOBINCO, a company incorporated under Belgian law, with registered office in Belgium at Waregemstraat 5, 9870 Zulte, registered under CBE number 0453.198.846 for the delivery of goods and performance of services. These General Terms and Conditions of Purchase must be signed by the Supplier either when SOBINCO places an order or requests an offer or at the time of signing the Contract for the Provision of Services. In addition, acceptance of these General Terms and Conditions of Purchase shall be inferred from the Supplier's normal performance of services and delivery of products, or they shall be deemed accepted by the Supplier if the Supplier has not expressed any objection within a reasonable period of time after receipt thereof, which is hereby fixed at five calendar days. Deviations from these General Terms and Conditions of Purchase are possible only with the prior and written agreement of SOBINCO. These terms and conditions of purchase take precedence over any terms and conditions of sale of the supplier.

2. ETHICS

SOBINCO prides itself on being an ambassador of cultural, ethnic and religious values and tolerance. SOBINCO expects all its Suppliers, to the extent possible and feasible, to promote green policies and practices. Discrimination based on colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status will not be tolerated.

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The Supplier shall accept and confirm, in writing, all Purchase Orders sent by SOBINCO within three (3) working days of receipt thereof. If SOBINCO does not receive written confirmation of its Purchase Orders within this period, they shall be automatically deemed accepted. The Supplier shall make every effort to meet the requested Delivery Date. If the requested Delivery Date is not feasible for the Supplier, the latest acceptable Delivery Date shall be no later than the date of receipt of the Purchase Order plus the specified Delivery Period.

The Supplier acknowledges that Delivery on or before the Delivery Date or within any specified Delivery Period is an essential element of the Contract for SOBINCO. If the Supplier is aware of the possibility of a delay, it shall immediately notify SOBINCO of the cause as well as the measures proposed by the Supplier to minimise the delay. In addition, the Supplier shall employ all additional means to minimise any adverse effects on SOBINCO. If the Supplier fails to respect the Delivery Date, SOBINCO may, in its sole discretion, pursue one or more of the following remedies, without prejudice to the rights and remedies available to it by law or in all fairness: (i) accept the revised Delivery Date, (ii) reschedule its Purchase Order, (iii) cancel the Purchase Order or terminate the Contract without liability or obligation to the Supplier, (iv) purchase the Deliverables from another source and recover the additional costs incurred, if any, from the Supplier.

Apart from this, the Supplier shall also be obliged to pay a penalty equal to ten percent (10%) of the value of the Purchase Order. This remedy is not exclusive and is without prejudice to all other rights and remedies available to SOBINCO including, but not limited to, the right to seek reimbursement from the Supplier for all loss or damage caused by the delay.

Upon written notice, SOBINCO is entitled to: (a) change the ordered number of Deliverables, and/or (b) postpone an agreed Delivery Date, without additional charge, up to ninety (90) days beyond the original Delivery Date.

SOBINCO shall be entitled, without any liability with respect to the Supplier, to terminate a Purchase Order or the Contract, in whole or in part, if the Supplier: (a) rejects or violates any of the terms and conditions of a Purchase Order or the Contract, including the guarantees to be provided by the Supplier, (b) fails to provide the Deliverables as required under the Contract, or (c) fails to make the necessary progress as a

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result of which the timely and proper production of the Deliverables is compromised, and fails to remedy such rejection, breach or default within ten (10) days (or a shorter period that may be commercially reasonable under the circumstances) of receipt of written notice from SOBINCO.

Apart from all other rights of SOBINCO, the latter may, at its sole discretion and upon written notice to the Supplier, terminate a Purchase Order or the Contract at any time, with or without providing reasons. In the event of such termination, SOBINCO shall owe the Supplier, solely, exclusively and once only, the following amounts: (a) the contractual price for all Deliverables delivered pursuant to a Purchase Order or the Contract but not yet paid for, and (b) the actual costs for work in progress and raw materials incurred by the Supplier for the Deliverables from the time the Supplier was notified thereof pursuant to the Purchase Order or the Contract, insofar as the amount of such costs is reasonable and can be correctly allocated to the cancelled part of the Purchase Order or the Contract in accordance with generally accepted accounting principles; from which, however, the total of the reasonable value or cost (always the greater of the two) for the Deliverables that have been used or sold by the Supplier with the written consent of SOBINCO and the costs of all damaged or destroyed Deliverables shall be deducted. SOBINCO is not obliged to pay for finished Deliverables, work in progress or raw materials processed by the Supplier in excess of the quantities ordered via the delivery notes, nor for the Deliverables which are part of the Supplier's standard stock or are readily marketable but which have not been delivered. Liability for loss of sales or profit is expressly excluded. Payments under this Article shall never exceed the total price payable by SOBINCO for finished Deliverables that the Supplier would have produced pursuant to delivery orders or orders outstanding on the date of termination. The provisions of this Article constitute the Supplier's sole remedy and SOBINCO's sole liability in the context of the termination of a Purchase Order or of the Contract. SOBINCO and its representatives are entitled to search and examine all books, records, premises, work, materials, inventories and all other elements in connection with a claim arising from termination.

4. INTELLECTUAL PROPERTY

Subject to the intellectual property rights belonging to SOBINCO, the Supplier shall indemnify and protect SOBINCO against all claims and compensation arising from infringement of patents, licenses, trade and manufacturing secrets, copyrights, drawings and models and all intellectual and industrial property rights that are asserted or claimed by third parties in relation to the delivery of products or services by the Supplier to SOBINCO.

Where appropriate, the Supplier shall, at its sole discretion and expense: (a) reimburse SOBINCO for all costs incurred in connection with the claim in question and (b) pay the compensation and costs incurred by SOBINCO and attributable to the claim in question (including, but not limited to, reasonable attorneys' fees). In addition, the Supplier shall either: (i) grant SOBINCO the right to continue to use the Deliverables in question, or (ii) replace or modify the Deliverables, whether already delivered or to be delivered, so that there is no longer any breach, provided that the replaced or modified Deliverables are essentially in accordance with the Specifications. If, despite reasonable efforts, the Supplier fails to comply with any of the above-mentioned options, it shall request that the Deliverables in question be returned to it at its expense and shall promptly reimburse SOBINCO for the purchase price as well as all reasonable shipping, storage and related costs.

The Supplier hereby assigns to SOBINCO all intellectual property rights, including all copyright and related rights, related to the products and/or services delivered, worldwide and for the duration of the right.

Unless otherwise agreed, the Supplier is entitled to use all elements of the order for promotion, including on its website.

The Supplier guarantees that it has acquired the intellectual property rights to the delivered goods and/or services from all employees or subcontractors who have contributed to the delivery of the goods or services to SOBINCO. A termination of this Contract shall not affect the validity of this transfer/licensing of rights and these terms and conditions shall remain in full force and effect thereon.

5. SUBCONTRACTING

The Supplier shall not subcontract orders in whole or in part to third parties without the prior written approval of SOBINCO. The Supplier remains fully responsible at all times for the quality and timely performance of the work delivered by its sub-suppliers as well as for the requirements as stipulated in the order. The Supplier shall be liable for the performance or omissions of its subcontractors as if they were its own performance or omissions.

6. PRICES AND INVOICING

Unless expressly agreed otherwise, prices are fixed, stated in euros and do not imply any exchange risk for SOBINCO. Prices and discounts for the Deliverables shall correspond to the Supplier's last offer as approved by SOBINCO and shall be inclusive of all insurance, adequate packaging, export duties and freight charges (if applicable) but exclusive of Value Added Tax (VAT) which shall be shown separately on the Supplier's invoice.

SOBINCO shall not reimburse any expenses incurred for the Supplier, unless otherwise agreed in writing. The Supplier is responsible for all such expenses including, but not limited to, the cost of equipment, insurance, transportation, accommodation, telephone calls, meals and rental services.

Invoicing shall take place at the earliest at the time of delivery or acceptance of the goods or services unless an advance payment arrangement has been agreed upon in the special terms and conditions. Invoices shall be drawn up in euros, unless otherwise agreed, and shall state the order number and a detailed description of the goods and/or services provided.

Unless otherwise agreed in writing, invoices are payable within 60 days after receipt of the invoice by SOBINCO, unless SOBINCO objects in writing to the delivery or fulfilment of the order before the expiry of the above-mentioned period.

The Supplier guarantees that the prices of the Deliverables shall be maintained for at least twelve (12) months after the issue of SOBINCO's Purchase Order or acceptance of the Supplier's offer, without prejudice to the fact that the Parties may agree on fixed prices for longer periods or price reductions for longer periods. If the Supplier wishes to increase the prices of the Deliverables, it shall notify SOBINCO in writing at least two (2) months before the end of the applicable period of twelve (12) months. Before the Parties can agree on a price revision, the Supplier must justify any price increases relating to, for example, the costs of raw materials and production, fluctuations in exchange rates, new technology, labour, changed interest rates and changes in the market. If the Parties do not reach an agreement on price increases within a reasonable period of time after notification by the Supplier and despite contrary provisions in the Contract, SOBINCO shall be entitled to cancel all outstanding Purchase Orders, along with the Contract, without being liable for any monetary or other obligations with respect to the Supplier and without prejudice to the provisions of Article 3.

Unless the Parties agree otherwise in writing, any forecasts provided by SOBINCO shall be non-binding. The Supplier shall agree to significantly shorter Delivery Periods if it receives non-binding monthly forecasts from SOBINCO. Within one (1) week of receipt of SOBINCO's forecast, the Supplier shall acknowledge receipt thereof and confirm to SOBINCO in writing that it can deliver all the expected Deliverables. If SOBINCO does not receive written confirmation of the forecasts within this period, the forecasts shall be automatically deemed accepted.

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7. DELIVERY

Deliveries shall be made in accordance with the order placed and at the address provided. Any significant deviations from the order placed by SOBINCO, with respect to financial terms and conditions, delivery periods and other requirements agreed upon, must be submitted to SOBINCO for written approval before taking effect.

Unless otherwise agreed, ownership and risk of the goods shall be transferred to SOBINCO at the time of delivery, and in the case of services, at the time of their provisional acceptance by SOBINCO.

In the event of a delay of more than calendar days in delivery or performance, SOBINCO shall be entitled, subject to a notice of default from the Supplier but without any judicial decision, to cancel the order in whole or in part, return any goods received at the Supplier's expense and refuse further deliveries or services, and recover from the Supplier any payments already made by it after deduction for any goods it might have decided to retain.

8. INSPECTION AND ACCEPTANCE

Goods or services that do not meet the requirements may be rejected. In the event of a rejection, SOBINCO shall notify the Supplier and SOBINCO shall be entitled, without notice of default or judicial intervention, to allow the Supplier to deliver appropriate goods or services within a period determined by SOBINCO or to cancel all or part of the order. In such case, ownership and risk of the rejected goods shall revert to the Supplier and all shipping and other relevant costs, including the costs of a new delivery, shall be borne by the Supplier.

9. QUALITY

The Supplier guarantees that the goods or services provided fully conform to the standards and practices of care, skill and diligence usually observed in similar enterprises under similar circumstances at the time the services or activities are rendered, that they conform to the agreed specifications and requirements, technical documentation and approved samples or, as applicable, the description stated in the order, that they are free from imperfections and material defects, that they offer the level of safety that may reasonably be expected of them, and that they fully comply with all relevant legal requirements, regulations and contractual provisions.

The Supplier shall indemnify and protect SOBINCO against any liability and loss or damage that would result directly or indirectly from the goods or services provided, regardless of any instructions, guidelines or opinions formulated by SOBINCO in this regard.

Unless otherwise agreed, the warranty period on delivered goods is 24 months from delivery or provisional acceptance of the order. The Supplier agrees to repair or replace any defective or faulty product reported in writing during the warranty period as soon as possible, where all related costs are to be borne by the Supplier.

10. GUARANTEES

The Supplier guarantees SOBINCO and declares that, upon delivery of the Deliverables, SOBINCO: (a) shall acquire title to the Deliverables freely and clear of all rights of pledge and encumbrances, and (b) that all the Deliverables under the Contract, with the exception of product designs requested by SOBINCO, are either owned or licensed by the Supplier or are public, and that their use by SOBINCO, its representatives, distributors, dealers, end users and other direct and indirect customers does not or cannot violate any third party proprietary rights, and that (c) the Supplier is fully authorised to enter into and perform the obligations under the Contract and grant SOBINCO all the required rights and licenses pursuant to the Contract. By accepting the Purchase Order, the Supplier indicates that it is unaware of any claim by third parties on account of total or partial violation of their property rights by the Deliverables.

The Supplier shall indemnify SOBINCO and its directors, employees and agents against and compensate them for any and all losses, costs, damage and expenses (including reasonable attorneys' fees) borne or incurred by any party as a result of a claim relating to, arising out of or in connection with: (i) the design, development and delivery of the products or services based on the order, (ii) breach of any of the Supplier's surety undertakings or warranties, (iii) claims by any subcontractors, agents or employees of the Supplier, (iv) breach of any applicable law, regulation or order, or (v) any other wilful act or omission by the Supplier or any of its subcontractors.

The Supplier is and agrees to be fully liable for compliance with all applicable laws and regulations in connection with the fulfilment of the order including, but not limited to, payment of the required income taxes and payment of all applicable social security contributions, VAT, insurance premiums and licensing fees. In connection with the performing the delivery of the goods or services, the Supplier guarantees that it is fully insured to the extent required by law, and this applies for all incidents involving personal or bodily injury, direct and/or indirect loss, material damage to movable or immovable property, loss of data, contractual liability or other losses.

11. CONFIDENTIALITY

All information (including documents, files, images, presentation decks or methodologies, creative content and ideas, software, financial information, customer information, etc.), of whatever nature, made available in any way by SOBINCO to the Supplier is and shall remain the property of SOBINCO, shall be treated with confidentiality by the Supplier and not be communicated or disclosed in any way to a third party without the prior written consent of SOBINCO, shall be used by the Supplier solely for the purpose for which it was made available, and shall be returned to it upon SOBINCO's first request.

The Supplier shall not make any statements (whether written or oral) to any representative of the press, television, radio or other media and shall not write articles for the press or for publication on any matter related to or concerning the activities of SOBINCO without its prior written consent.

This commitment shall remain in effect for five years after the end of the Contract.

SOBINCO acts as a data controller within the meaning of applicable legislation on the processing of personal data.

If necessary to achieve the defined purposes, the personal data of the Supplier or its employees within the European Economic Area shall be shared with other companies directly or indirectly related to SOBINCO. SOBINCO shall request these recipients to take the necessary technical and organisational measures to protect the personal data shared with them.

Personal data shall be retained by SOBINCO for a period necessary according to the nature of the personal data, the purposes of processing, and the relevant legal retention and limitation periods.

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The Supplier has the right at all times to access its personal data and correct or request corrections if it is inaccurate or incomplete, have it deleted, or request limitations on its processing. In addition, the Supplier has the right to obtain a copy (in a structured, customary and machine-readable form) of its personal data and to have the personal data transferred to another company on the understanding that the intellectual property rights of SOBINCO are not affected by this.

The Supplier may consult SOBINCO's Privacy Policy in full at any time on its website via <https://www.sobinco.com/nl/privacy>.

12. EARLY TERMINATION AND FORCE MAJEURE

Either Party may terminate, by written notice to the other Party, the fulfilment of the order prior to delivery or acceptance: (i) if the other Party has committed an act involving dishonesty, disloyalty, corruption or fraud, (ii) if the other Party commits gross negligence or demonstrates wilful misconduct or, lack of professional or ethical conduct with respect to the fulfilment of the order, or (iii) if the other Party violates a material provision or condition and fails to rectify the situation within 10 days of receiving a written request to do so, (iv) if a force majeure event continues for more than one month and the Parties have failed to find a suitable solution, (v) with immediate effect if the other Party is declared insolvent or bankrupt or makes an assignment or other arrangement for the benefit of its creditors.

No Party shall be liable for failing to comply with its obligations (other than payment of any amounts due) where such non-compliance is due to causes beyond its reasonable control and which are unforeseeable or unavoidable such as, but not limited to, fire, flood, strikes, social unrest, war (declared or undeclared), embargoes, blockades, legal restrictions, government regulations, increase in the price of raw materials by more than%, theft or failure of the computer, IT or telecommunications system or other similar events beyond the reasonable control of one of the Parties that result in the inability of Party in question to perform its obligations under the Contract. If one of the Parties is affected by a force majeure situation, it shall immediately notify the other Party in writing.

Termination shall be without prejudice to any rights a Party may have in respect of any breach by the other Party of any of the provisions, provided such a breach occurred prior to the termination.

13. NULLITY, APPLICABLE LAW AND DISPUTES

The Parties acknowledge that the nullity of one of the clauses in the Contract does not entail the nullity of the entire Contract. In this case, the Parties undertake to replace the void clause with a legally valid clause as close as possible to the original intention of the Parties.

These General Terms and Conditions of Purchase, as well as their application during the fulfilment of orders or delivery of goods, are governed by Belgian law. All disputes arising in this regard that cannot be amicably settled between SOBINCO and the Supplier shall be submitted to the courts of Ghent, Belgium.