

## GENERAL TERMS & CONDITIONS OF SALE

### 1 GENERAL

1.1 BRB refers to Da Vinci Group B.V., the holding company of the BRB Group and all Affiliates to it, collectively and individually hereinafter referred to as "BRB". The person, firm or other entity purchasing Products is referred to hereinafter as "Customer". All products, materials, merchandise described on BRB's price list, order or order confirmation, regardless of type, are referred to herein as "Products".

Unless otherwise expressly stated in writing by BRB in an offer, order or an order confirmation issued by BRB or otherwise in a signed and valid written contract, these General Terms and Conditions of Sale ("General Terms") shall exclusively apply to all supplies of Products or services provided and deliveries made by BRB to any Customer and will thus take precedence and exclude the application of any conflicting or deviating general or specific terms or conditions of Customer which are hereby explicitly rejected and shall not be binding on BRB.

1.2 Any deviation, amendment or variation of these General Terms is only possible insofar as it has been expressly agreed in writing by BRB.

1.3 Affiliate means any corporation or other legal entity which, directly or indirectly, (i) controls a party, or (ii) is controlled by a party, or (iii) is under common control with a party, as applicable, and whereby "control" shall mean the power to direct (by ownership of more than fifty percent (50%) of the shares, contractual rights or otherwise) conferring the right to vote at a general meeting (or its equivalent) of such corporation or legal entity or otherwise to appoint majority of the directors.

1.4 The Confirmed Order (as defined in Article 2.1), any annexes thereto and these General Terms comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, whether written or oral, pertaining to the subject matter.

1.5 Any notice, approval or request required or permitted to be given or made under a Confirmed Order shall be in English language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or electronic data carriers to the party to which is required to be given or made at such party's address specified in the Confirmed Order, or at such other address as either party may specify in writing.

1.6 BRB reserves the right to revise these General Terms at any time and will notify Customers thereof.

### 2 OFFERS, INSTRUCTIONS AND ORDERS

2.1 Unless otherwise stated by BRB, all offers are valid for thirty (30) days from the dates of such offers. No written or oral order of Customer shall become a binding obligation of BRB unless and until BRB has issued its order confirmation accepting such order ("Confirmed Order"). Each confirmation relates to a specific separate order for sale of the Products specified therein, and any defect in the supply of such Products has no legal or other consequences in respect of other Confirmed Orders.

2.2 BRB reserves the right to reject any order. The terms of the Confirmed Order issued by BRB shall prevail in the event of conflict with any Customer order. Confirmed Orders that are fulfilled within +/- 2% shall be deemed complete, and Customer shall be responsible for payment for Products received.

2.3 The Customer is not entitled to cancel or reduce its volume requirement under a Confirmed Order. If the Confirmed Order contains a fixed volume of Products, then Customer shall pay BRB the full price for the same whether or not Customer takes delivery of the Products.

2.4 A price quotation relates only to the quantities for which such quotation is issued.

2.5 Any identified inaccuracies in the Confirmed Order must be notified to BRB in writing no later than two (2) working days after the date of the Confirmed Order, failing which the right to rectification is lost.

2.6 As long as an order has not been confirmed by BRB, BRB reserves the right to make at any time any modifications that it deems useful to the Products and to alter without prior notice the models defined in its catalogues or any other documents. BRB is at all times entitled to effect adjustments in the Products to be delivered, in order to improve them or comply with government regulations.

### 3 TECHNICAL INFORMATION

3.1 Specifications, formulations, measures, weights, prices and other information being part of BRB's catalogues, brochures, advertisements, circulars, data sheets and price lists are an invitation to treat only and shall not constitute an offer by BRB. Only such specifications, formulations, measures, weights, prices and other information that are expressly specified in the Confirmed Order may be relied upon by Customer.

3.2 Information provided by BRB in writing, verbally or in any other form with regard to suitability, including the application, processing or another use, as well as technical support are offered or rendered to the best of BRB's knowledge; however, all of the above shall be deemed non-binding information only. The information shall not release the Customer from verifying on its own behalf the suitability of Products delivered by BRB for the intended purposes. Application (as

defined in Article 8.1), and any other use of the Products are beyond BRB's control and shall therefore be the Customer's sole responsibility.

### 4 PRICES AND QUANTITIES

4.1 The agreed prices and currency are binding for the specified period. Unless otherwise specified by BRB, all amounts of money referred to in the Confirmed Order shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales tax or any type of charges.

4.2 Should, after entering into any contract for the sale of Products, changes in the exchange rates, taxes, duties or other governmental charges as well as any material and unforeseen costs for raw material, transportation or wages occur, which affect BRB's costs for providing the Products, BRB shall have the right to change the price accordingly.

4.3 When in the opinion of BRB there is a period of shortage of supply of said Products for any reason, BRB may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.

4.4 BRB reserves the right to deliver less or more than the quantity of Products ordered by up to 5% and the Customer shall pay for the quantity actually delivered and may not reject any delivery of the Products on the grounds of variation of quantity where such variation is not more than 5% of the quantity ordered.

### 5 INVOICING AND PAYMENT

5.1 Unless otherwise agreed in writing, payment for Products shall be within thirty (30) days from the invoice date in the currency specified on the invoice, and by transfer to the bank account number stipulated by BRB, unless BRB stipulates a different method of payment.

5.2 BRB shall be entitled to issue the invoice as soon as the Products have been loaded for transportation at BRB's plant or warehouse (regardless of the applicable Incoterm for the transportation and delivery).

5.3 BRB is entitled to invoice separately for part deliveries.

5.4 The Customer waives any right to set off and/or suspend payment in respect of sums owed by BRB.

5.5 Payment shall be considered to have been completed when BRB has received full payment for the Products.

5.6 Should, before completion of the delivery, BRB find reason to believe that Customer will not duly fulfil its obligation to make payment, is suffering from reduced or potentially reduced solvency or some material change in its financial or legal status, BRB shall have the right to demand adequate security or, without any liabilities towards Customer, to cancel the contract, unless Customer provides a payment guarantee approved by BRB.

5.7 If Customer does not make payment on or before the date on which it is due, BRB shall be entitled to suspend further deliveries of Products to Customer, to require Customer to return the relevant Products not paid for and if Customer fails to do so promptly, enter any premises of Customer or of any third party where the relevant Products are stored in order to recover them. Interest shall accrue automatically on the overdue amount from the due date at an interest rate of 1.5 per cent per month and be payable by Customer.

5.8 The full amount invoiced becomes immediately due and payable if payment is not made by the final date of an agreed payment period, or if the Customer becomes insolvent, applies for a full or provisional moratorium, if an application is made to place the Customer in receivership, if any attachment order is secured upon the Products or claims of the Customer, if the Customer dies, or goes into liquidation, or the Customer's business is wound up. If any such situation arises, the Customer must immediately notify BRB of this fact.

5.9 Any complaint with respect to the invoice must be notified to BRB within eight (8) working days after the invoice date. Thereafter Customer shall be deemed to have approved the invoice.

### 6 DELIVERY, RISK, TITLE AND DELIVERY PERIODS

6.1 Unless otherwise agreed in writing by BRB, delivery is made FCA. BRB's plants or warehouses (determined in accordance with the ICC Incoterms in force at the date of the Confirmed Order). Risks in the Products will transfer as per the agreed ICC 2020 Incoterms; except (i) for CFR/CIF/FOB delivery of bulk liquid Products, whereby risks will transfer to Customer as Product passes the vessel's flange at load port and (ii) for DAP, DAT, DDP delivery of bulk liquid Product by vessel whereby risks shall transfer to Customer as Product passes the vessel's flange at discharge port. Title to the Products shall transfer from BRB to Customer simultaneously with the transfer of risk.

- 6.2 Specified and agreed delivery dates are approximate only and are not deadlines. If delivery cannot take place within the agreed time of delivery BRB shall have the right to extend the agreed time of delivery with the time required and the Customer is not entitled to cancel the Confirmed Order and/or to suspend or set off any of its obligations arising from the Confirmed Order.
- 6.3 Should the extension of the time of delivery exceed six (6) weeks Customer is entitled to cancel the Confirmed Order, provided that the cancellation is made in writing within five (5) working days from the time Customer has been notified of the new time of delivery, save for when the delayed delivery is due to force majeure or attributable to Customer. Should Customer not cancel the Confirmed Order within such time, the time of delivery stated by BRB shall be considered as the new time of delivery.
- 6.4 Cancellation of the Confirmed Order shall be Customer's sole remedy at delay in delivery and Customer shall not be entitled to damages, penalty, remuneration or other compensation, unless a separate written agreement has been entered into between BRB and Customer to that effect. Under no circumstances shall Customer be entitled to compensation for any indirect or consequential damages, costs or losses due to any delay in delivery.
- 6.5 BRB is entitled to perform the Confirmed Order in parts and to claim for payment for such part of the Confirmed Order as has been performed. In such a case, each delivery is deemed to be the subject of a separate order. However, the failure by BRB to comply with any such separate order does not relieve the Customer of its obligations under other separate orders.
- 6.6 If the Customer does not take receipt of the Products or does not ensure that they are collected, they will be stored by BRB for as long as BRB deems necessary or desirable, at the expense and risk of the Customer. In such a case, and where the Customer is in any other kind of attributable breach, BRB is entitled at any time either to require compliance with the Confirmed Order, or to terminate the Confirmed Order (without the need for a court order), as it may choose, and without prejudice to its other rights to claim compensation for loss, including loss of profits and the cost of storage.
- 6.6 BRB shall not be obliged to comply with a request from the Customer for re-delivery or later delivery. If BRB does agree to this, the costs thereby incurred shall be payable by the Customer.
- 7 FORCE MAJEURE**
- 7.1 Should any of BRB's obligations be prevented, obstructed or delayed due to force majeure, BRB shall be relieved of all liability for the fulfilment of such obligation until the obstacle has been removed or overcome and, if it continues for more than three (3) consecutive months, both parties shall be entitled to terminate the contract.
- 7.2 In a situation of force majeure resulting in shortage of Products, BRB may allocate the Products produced among its contract customers, including other BRB companies, and taking into account captive use of BRB, on a pro rata basis in a manner that is fair and reasonable. For the avoidance of doubt, BRB shall have no obligation to procure Products from other sources to fulfil its obligations.
- 7.3 The term force majeure means all causes which are wholly or partly beyond the reasonable control of the BRB at the time of conclusion of the contract. The term shall include, but not be limited to, acts of God, labour disputes, strike, military mobilisation, war, epidemics, pandemics, failure of the financial system, export and import restrictions and other governmental interferences (including regulations, decisions and specific recommendations by relevant authorities), fire, accidents, floods and other natural events, water shortage, breakdown of production equipment and other unforeseen disturbances in the production, general shortage of means of transportation or severe traffic disturbances at railroads, harbours or other traffic institutions, or default or delayed delivery from sub-suppliers or any other circumstances of whatever nature beyond BRB's reasonable control and preventing, obstructing or delaying BRB's ability to fulfil its obligations.
- 8 INSPECTION AND COMPLIANCE WITH SPECIFICATIONS**
- 8.1 To mitigate any loss, the Customer shall inspect the Products for any defects prior to their use, processing, transport, storage or sale (the Application) to ascertain that the delivered Products comply with all contractual requirements agreed to in the Confirmed Order (the Specifications), but in no event more than six (6) months after the date of delivery of the Products. The Application of the Products without prior inspection constitutes unconditional acceptance of the Products, such that the right to bring any claim alleging any defect to such Products will be lost.
- 8.2 Application of the Products must comply with legislation and regulations that apply in the location of their destination, and is at the expense and risk of the Customer. The Customer must ascertain and ensure that the packaging, user information, and/or labelling complies with government regulations applying in the country of destination. The Customer indemnifies BRB against all claims arising from failure to comply properly or at all with the provision in this Article 8.2.
- 8.3 Any complaint about the Products must be in writing and must have been received by BRB within ten (10) working days following the delivery date in respect of a defect, breach, or deficiency that could be identified by a reasonable physical inspection of the Products on delivery, and no later than ten (10) working days after the date on which all other defects were discovered or could have been discovered, and in any event no later than three (3) months after date of delivery of the Products, failing which the right to any remedy is lost.
- 8.4 If the Customer notices any discrepancies regarding the quality of the Products or non compliance with Specifications, it must immediately notify BRB in writing of this fact, indicating the results of the analysis and preserving the sample or samples used for the analysis. The Customer must take three (3) new samples and make these available to BRB. BRB is entitled to have samples taken from the Customer by an independent third party and to have these analysed. The cost of taking and analysing these samples will be borne by the party whose position is proved to be wrong.
- 8.5 Establishing, whether at the time of their delivery the delivered Products meet the Specifications, is achieved solely by carrying out an analysis in accordance with the relevant law or using methods applicable to the Confirmed Order.
- 8.6 Any samples supplied to the Customer are supplied solely for information purposes and shall not imply in any way any explicit or implicit conditions or guarantees of any kind whatsoever concerning, for example, quality, description, saleability, or suitability for a certain purpose, and the Customer is deemed to have sufficiently investigated these matters before ordering the Products.
- 8.7 A defect in an identifiable part of the delivered Products shall not give the Customer the right to refuse the entire delivery of the Products. A complaint shall not relieve the Customer of its payment obligations as defined in Article 5. Upon receipt of a notice of a defect, BRB is entitled to suspend further deliveries until the cause of the complaint has been established or until the defect has been fully rectified.
- 8.8 The Customer must not return delivered Products to BRB without the prior written consent of BRB.
- 8.9 Transport and other costs incurred in returning Products are for the risk and account of the Customer unless and insofar as, having inspected the Products, BRB acknowledges liability for any defect to them.
- 8.10 If the Customer discovers any deficiency in the Products supplied or work carried out, the Customer must take all possible steps to prevent or restrict loss, or further loss, including ceasing to use, process, re-process, or trade in the Products or work.
- 8.11 Any breach of the provisions of this Article 8 will lead to the Customer forfeiting any right to complain. If the Customer acts in breach of generally accepted or prescribed measures, or fails to comply properly, in time, or at all with any obligation to BRB under the Confirmed Order, the Customer also forfeits a right to complain.
- 9 WARRANTY**
- 9.1 BRB warrants that the quality of such Product will conform to the Specifications and the material data sheet for such Product, in each case within acceptable quality control standards in effect at the time of manufacture. The terms of any material safety data sheet shall prevail in the event of any conflict with these Terms and Conditions. THESE ARE THE ONLY WARRANTIES THAT BRB MAKES. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, ARISING UNDER STATUTE, CONTRACT, IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY BRB. Should the Products as delivered, within twelve (12) months from Customer's receipt of the Products ("Warranty Period") be shown not to conform to the warranties in this Article 9.1, BRB, as the exclusive remedy for breach of this warranty undertakes, at its own option and its own cost, to make a replacement delivery of the Products or to accept return of the Products and refund such proportion of the purchase price received as may be reasonable having regard to the defect in question. This warranty does not apply to: (a) Products that have not been stored, applied, used, maintained or handled in accordance with the Specifications, the material data sheet or BRB's written instructions; (b) damage caused by accident, fire or other external cause not attributable to BRB. Any claim under this warranty must be made by Customer to BRB in writing within and subject to Article 8.3, but in no event later than 10 days after the expiration of the Warranty Period, whichever is earlier. Customer's failure to notify BRB of such non-conformance as required herein shall prohibit Customer from recovery under this warranty. BRB reserves the right to examine the alleged defect prior to commencing warranty service.
- 9.2 Where a Confirmed Order pertains to a part of the delivered Products or work carried out that are defective, such Confirmed Order shall remain fully enforceable regarding the Products or work that are/is not defective.
- 10 CONSULTANCY**
- 10.1 If and insofar as the Confirmed Order also includes the supply of support and advice to the Customer by BRB, the provisions of Article 10 of these General Terms apply. In the event of any conflict with the other provisions, the provisions of the Articles 10.1 to 10.3 take precedence.
- 10.2 The instructions to provide support and advice impose upon BRB no more than a best-endavours obligation. There is no guarantee that any desired result will be achieved.
- 10.3 Advice given by BRB is intended solely for the Customer. No third party may derive any rights from advice given by BRB.
- 11 TERMINATION**
- 11.1 If the Customer fails to make any payment when due, or in the event of default, breach or repudiation by Customer of any obligation to BRB, whether contained herein or otherwise, or if Customer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Customer, BRB shall have (in addition to all rights and remedies BRB may have at law or in equity) the option to i) cancel a Confirmed Order and any other transaction with Customer; ii) defer any deliveries to Customer; or iii) declare the full purchase price of all Products sold immediately due and payable.
- 11.2 The Customer has no right to terminate a Confirmed Order, unless this right is given explicitly in these General Terms. If and insofar as the Customer is in breach of this provision by terminating all or any part of the Confirmed Order, it becomes liable for all loss thereby incurred by BRB, including, but not limited to, costs, work carried out by BRB, and loss of profits, plus turnover tax thereon.

## 12 LIMITATION OF LIABILITY

- 12.1 BRB shall only be liable for confirmed damage, shortages or warranty claims that directly result from BRB's breach of its obligations hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT SHALL BRB'S LIABILITY UNDER ANY CLAIM MADE BY CUSTOMER EXCEED THE INVOICE PRICE ACTUALLY PAID BY CUSTOMER TO BRB FOR THE PRODUCTS IN RESPECT OF WHICH SUCH CLAIM IS MADE, WHICH CLAIM MAY BE SATISFIED BY BRB PROVIDING CUSTOMER WITH A CREDIT AGAINST OUTSTANDING OR FUTURE INVOICES. IN NO EVENT WILL BRB, ITS DIRECTORS, OFFICERS, SHAREHOLDERS OR AGENTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL OR SIMILAR LOSSES, COSTS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS) IN ANY WAY RELATED TO, ARISING FROM, OR RESULTING FROM THE SALE, DELIVERY, NON-DELIVERY, STORAGE, CONDITION, OWNERSHIP, POSSESSION, SELECTION, TRANSPORTATION OR RETURN OF ANY PRODUCTS OR ANY USE MADE OF ANY PRODUCT ON ANY BASIS, WHETHER IN CONTRACT, TORT, OR BREACH OF WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE) OR FOR ANY DAMAGE OR REPAIR TO ANY PROPERTY, STRUCTURE OR SUBSTRATE OR LOSSES IN RELATION THERETO. NOTWITHSTANDING THE FOREGOING, BRB DOES NOT EXCLUDE OR RESTRICT LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY BRB'S NEGLIGENCE, FRAUD, GROSS NEGLIGENCE, WILFUL MISCONDUCT OR ANY OTHER LIABILITY WHICH CAN NOT BE EXCLUDED OR RESTRICTED BY APPLICABLE LAW.
- 12.2 BRB is not liable for loss caused by advice, recommendations or consultancy work as described in Article 10 that is supplied to the Customer. The Customer indemnifies BRB for any third-party claims in the widest interpretation of these words.
- 12.3 If on the basis of facts or circumstances known by BRB at that particular time BRB exercises a right to suspend or terminate the Confirmed Order, even though it is later irrevocably proved that such right was not validly exercised, BRB is not liable for this and not obliged to pay any compensation for loss, except in the case of a deliberate act or gross negligence on its part.
- 12.4 The Customer accepts liability for loss resulting from the Application of the Products. The Customer will indemnify and compensate BRB in respect of all loss and costs arising from or connected with the Customer's Application and/or the use by the Customer of information shared or supplied by or on behalf of BRB. The Customer indemnifies BRB against any third-party claim in the widest interpretation of such terms.

## 13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual and industrial property rights pertaining to the Products and their configuration, and to Products that BRB develops or uses in the performance of the Confirmed Order, whether or not as instructed by, or at the expense of, the Customer, accrue to BRB, except insofar as they belong to any third party or there is written agreement otherwise. Such rights apply to Products including, but not limited to, drawings, calculations, descriptions, models, tools, systems, software, equipment, methods, inventions, ancillary materials, formulae, and product processes produced or supplied by BRB.
- 13.2 The Customer is not permitted to remove or alter any reference to copyright, trademark rights, trading names or other intellectual or industrial property rights on drawings, calculations, descriptions, models, tools, systems, software, equipment, working methods, inventions, formulae, production processes, or other goods, including references to the confidential nature of such items and the secrecy thereof.
- 13.3 Save for what is expressly set forth in Article 13.4 below, if Products delivered by BRB to Customer constitute an infringement of a third party's patent right, industrial design or any other intellectual property right, BRB undertakes to take repossession of the Products and repay the original purchase price, but shall not be obliged to pay to Customer any damages or any other sum whatsoever resulting from such infringement.
- 13.4 If any action is brought against BRB for infringement of any patent right, industrial design or similar intellectual property right arising out of BRB's production of Products and/or performance of a Confirmed Order based on express or implied instructions or specifications by Customer, it is the obligation of Customer to indemnify and hold BRB harmless against all damage claims, liabilities and demands resulting from such action, including reasonable legal costs.
- 13.5 No license in respect of intellectual property rights protecting the composition or Application of the Products can be inferred from the sale or delivery of such Products, and the Customer expressly accepts all risks associated with a possible infringement of intellectual property rights arising from the import and/or Application of the Products.

## 14 ADDITIONAL TRADER CONDITIONS

- 14.1 For any Customer that purchases Products from BRB for the sole purpose of reselling such Products ("Trader"), the following additional conditions shall apply to such sales. Unless otherwise agreed in writing by BRB, Articles 14.2 and 14.3 below shall apply also for Customer reselling such Products as private label, i.e. reselling the Products under a different brand name than that of BRB.
- 14.2 Trader shall purchase and sell the Products in its own name and for its own account and at its own risk. Trader shall in no event be authorized to act in the name of BRB or in any way bind or commit BRB. Trader shall not represent itself as being connected with BRB.
- 14.3 Trader shall be solely responsible for that the marketing, storage, packaging and sale of the Products comply with all applicable laws and regulations in the territory to which the Products are sold by Trader. Trader shall also be solely responsible and bear the cost for obtaining, and maintaining in force, all permits, licenses, consents and approvals of any governmental or other regulatory

authority as may be required in connection with the import, export, storage, marketing and sale of the Products within such territory.

- 14.4 Trader acknowledges that BRB is the owner of the BRB trademark as well as any other trademark(s) related to the Products delivered by BRB (the "Trademarks"). Trader agrees not to (i) use the Trademarks other than in relation to the Products delivered by BRB or (ii) to challenge the validity or ownership of such Trademarks. Trader shall not replace, remove, cover-up or change the Trademarks or any trade name, sign, product name or other mark on the Products or their packaging or make any alteration, modification, or otherwise interfere in the composition, specification or design of the Products.

## 15 CONFIDENTIALITY

- 15.1 Parties may disclose or make available to the other Party confidential information in any form relating to its business or that of any of its associated enterprises, including but not limited to information about or relating to Products, samples, specifications, business ideas, innovations, processes, strategies, personal data, financial information marketing, the terms or conditions of or the fact that it has entered into the Confirmed Order or any other information that by its nature should be deemed confidential (the "Confidential Information"). Parties undertake to keep all Confidential Information strictly confidential, not to use any Confidential Information for any purpose other than the exercise of its rights or obligations under the Confirmed Order, and not to disclose any Confidential Information to any person other than those of its directors, officers, employees and advisors ("Representatives") as is necessary for the exercise of its rights and obligations under the Confirmed Order. Parties shall require its Representatives to comply with its obligations under this Article 15 and shall be liable for its Representatives' compliance. The obligations in this Article 15 shall not apply to Confidential Information (i) which is in or comes into the public domain through no fault of the Customer (ii) is in or comes into the possession of the Customer without breach of the Confirmed Order, or (iii) the Customer is required to disclose it by law or any competent regulatory authority.
- 15.2 All Confidential Information shall be returned to the disclosing Party or destroyed at disclosing Party's request. The obligations of confidentiality set out in this Article 15 shall endure for five (5) years following disclosure under this Article 15, notwithstanding any termination of the Confirmed Order.

## 16 COMPLIANCE

- 16.1 For the purpose of this Article 9: "Sanctions Regime" means any trade, economic or financial sanctions or export control laws or regulations of the European Union (EU), United Kingdom (UK), United Nations (UN) or United States of America (USA), or any other applicable jurisdiction; and "Listed Person" means any person or entity, specially designated, blocked or otherwise individually listed or targeted under the Sanctions Regime, and any person or entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, person(s) or entity(ies) specially designated, blocked or otherwise individually listed or targeted under the Sanctions Regime.
- 16.2 Customer shall comply with (i) the Sanctions Regime, (ii) all EU, UK, USA and locally applicable laws and regulations relating to anti-bribery and corruption, competition, anti-money laundering, and counter terrorist financing, and (iii) applicable laws and regulations related to privacy and data protection. Buyer represents and warrants that it has and will not engage in any activity, conduct or practice which could constitute an offence under such laws and regulations by Customer or BRB.
- 16.3 If Customer has signed an end-use certificate with BRB, Customer represents to act in full conformity therewith.
- 16.4 Customer represents and warrants that none of Customer's Affiliates, or any of their respective officers or directors, is a Listed Person, and that Customer will not engage, directly or indirectly, in any activities involving a Listed Person with respect to BRB's Products.
- 16.5 Customer shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer or otherwise release or dispose any of BRB's Products; (i) to any individual or entity in, or for use in, Afghanistan, Belarus, Crimea and other non-Ukraine government controlled areas of Ukraine, Cuba, Iran, North Korea (DPRK), Russia, Sudan, Syria or Zimbabwe; (ii) for any purpose connected with chemical, biological or nuclear weapons, or nuclear explosive devices, or any missiles capable of delivering such weapons or devices; or (iii) for military end-use or to a military end-user without obtaining BRB's prior approval.
- 16.6 Customer undertakes to use its best efforts to ensure that its undertakings under this Article 16 are not violated, or their purposes frustrated, by any third parties in its downstream commercial chain.
- 16.7 Customer agrees to (i) as promptly as possible and in any event within five (5) business days, notify BRB in writing of actual or suspected breaches of any obligations above in this Article 16, (ii) to the best of its abilities, cooperate with BRB to facilitate compliance with the Sanctions Regime, and will upon request provide BRB with copies of all documentation relating to any business dealings involving BRB's Products, and (iii) notify BRB of, and if requested by BRB provide relevant information relating to, any requests from third parties relating to BRB's Products that Customer suspects could violate or circumvent the Sanctions Regime, or would breach Customer's commitments under this Article 16, if the request were to be fulfilled by Customer.
- 16.8 BRB has the right to, in its sole discretion, terminate or withhold any performance under its Confirmed Order(s) with Customer upon notice with an immediate effect if, in BRB's reasonable opinion, a breach of this Article 16 is imminent or could reasonably have occurred.
- 16.9 Customer agrees to indemnify and hold BRB harmless against any and all liabilities, losses, damages, claims, costs or expenses (including for reasonable legal costs) relating to any breach of this Article 16 by Customer or any of its Affiliates, or representatives including directors, officers, employees, or agents.

**17 GOVERNING LAW AND DISPUTE RESOLUTION**

- 17.1 *THESE GENERAL CONDITIONS OF SALE AND ANY OTHER CONTRACT BETWEEN BRB AND CUSTOMER REFERRING TO THESE GENERAL TERMS SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE COUNTRY OF THE SELLING BRB AFFILIATE'S PLACE OF INCORPORATION, BUT EXCLUDING ITS CONFLICT OF LAWS PRINCIPLES AND THE UN CONVENTION ON INTERNATIONAL SALE OF GOODS.*
- 17.2 *All disputes arising out of or in connection with the sale and delivery of Products under these General Terms which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration shall be Amsterdam. The proceedings and award shall be in the English language. The arbitral award shall be final and binding on the Parties. The foregoing shall be without prejudice to the right of any Party to seek injunctive relief or other equitable compensation before any competent court.*
- 17.3 *Notwithstanding the foregoing, BRB shall be entitled to bring action against Customer before any competent court or other authority to collect payment of any invoice overdue.*

**18 MISCELLANEOUS**

- 18.1 *If and insofar as any provision of these General Terms is partly or entirely void, voidable, invalid, or unenforceable under current legislation, the other provisions will remain fully binding and enforceable as between the Parties to the Confirmed Order. Any void, voidable, invalid, or unenforceable provision will be replaced by a comparable provision, having regard to the content, purpose, and scope of the void or voidable provision.*
- 18.2 *The headings to Articles, sections, parts, and paragraphs of the Confirmed Order and these General Terms are for ease of reference only and have no force of law. They do not define, limit, or describe in any way the nature, scope, and extent of the relevant Article, section, part, or paragraph.*
- 18.3 *Nothing in these General Terms shall constitute or be deemed to constitute a partnership between any of the Parties and none of them shall have any authority to bind the others in any way nor shall these General Terms be construed to constitute any party as the agent of the other Parties.*
- 18.4 *In the event of any dispute concerning the interpretation of these General Terms, the interpretation of the English version hereof is binding.*