



GENERAL PURCHASE CONDITIONS of DA VINCI GROUP B.V. (KvK 62888315), BRB INTERNATIONAL B.V. (KvK 13020953), BRB LUBE OIL ADDITIVES & CHEMICALS B.V. (KvK 70126194), KARAN B.V. (KvK 12048154), BRB INVEST B.V. (KvK 12066601) and BRB LAC INVEST B.V. (KvK 12058075)

Article 1 Definitions

- 1.1 In this document, "BRB" means the legal entity which issues the purchase order or request for proposal and/or enters into an Agreement with the Supplier, i.e. Da Vinci Group B.V., BRB International B.V., BRB Lube oil Additives & Chemicals B.V., Karan B.V., BRB Invest B.V. or BRB LAC Invest B.V.; "Da Vinci Group" means the group of companies organizationally connected, directly or indirectly, with Da Vinci Group B.V., including affiliated companies, subsidiaries and participations, each of them a BRB Group Company; "Agreement" means these General Purchase Conditions, together with the relevant purchase order(s) issued by BRB and/or the relevant agreement between BRB and the Supplier, which set forth the terms and conditions for the delivery of Goods and/or the supply of Services by Supplier to BRB; "Goods" means the products, materials, spare parts, tools, equipment, liquids, design, software and all related documentation to be supplied to BRB; "Services" means the services and all pertaining deliverables to be provided to BRB; and "Supplier" means each person or entity that enters into an Agreement with BRB.

Article 2 Applicability

- 2.1 These General Purchase Conditions are applicable to all requests by BRB for making an offer, to all offers to BRB, to all orders by BRB and to all Agreements with BRB for selling and delivering Goods or supplying Services to BRB.
- 2.2 These General Purchase Conditions are applicable to the exclusion of any general terms used by the Supplier. Different terms or conditions only apply if and in so far as they have been separately agreed between BRB and the Supplier expressly and in writing for each individual Agreement.
- 2.3 The Supplier with whom an Agreement has once been made to which these General Purchase Conditions apply agrees to the application of the General Purchase Conditions to later Agreements, unless otherwise agreed in writing.

Article 3 Acceptance

- 3.1 These General Purchase Conditions, together with the relevant purchase order(s) issued by BRB and/or the relevant agreement between BRB and the Supplier, which set forth the terms and conditions for the delivery of Goods and/or the supply of Services by Supplier to BRB and will be binding to parties at Supplier's acceptance (the binding Agreement). Any changes by Supplier are binding only, if accepted by BRB in writing. Performing of any part of a purchase order by Supplier will operate as Supplier's unconditional acceptance thereof.
- 3.2 All costs incurred by the Supplier in making an offer shall be borne by the Supplier.
- 3.3 The Supplier must provide BRB with a detailed bill of material (B.O.M.) and cost breakdown for each Good and/or Service to be offered or supplied to BRB.
- 3.4 The implementation of any and all changes and/or improvements related to the Goods and/or Services, including processes, (raw) materials and/or any other changes that might affect the specifications of the Goods and/or Services require the prior written approval of BRB.
- 3.5 BRB shall not be bound by verbal undertakings or arrangements by or with its personnel or representatives until after and insofar as BRB has confirmed them in writing.



- 3.6 BRB is permitted to alter the Agreement, in which case the agreed payment shall be adjusted proportionately to the change. Account will be taken of any work which no longer has to be performed, insofar as it has not already been performed, and of any other cost savings.
- 3.7 Unless otherwise agreed in writing, BRB may terminate or interrupt all or part of the Agreement by giving notice to the Supplier prior to the performance thereof and/or prematurely at any time. Costs incurred by the Supplier will only be payable by BRB (i) to the extent that such costs have been incurred by the Supplier in the proper execution of the Agreement prior to such termination, (ii) provided that each specific cost has been agreed upon between BRB and the Supplier in writing prior to the cost being incurred and (iii) provided that each specific cost is supported by documentation evidencing such cost. If the Supplier incurred costs which qualify for reimbursement, the Supplier must notify BRB in writing within 5 working days of the termination date. In the absence of a timely written notification any claim against BRB lapses. Subject to the cost reimbursement referred to in this clause, BRB shall not have any liability for any direct, indirect, special and/or consequential or other loss or damage to the Supplier under or in connection with any termination or interruption of the Agreement (howsoever arising, including any liability in tort).

Article 4 Prices and payment

- 4.1 All prices include the costs of packaging, inspections, homologation, documentation, transport and delivery to the place specified by BRB as well as other costs (such as costs of assembly and instruction for use), taxes, duties, levies and fees (including license fees). They are fixed for the duration of the Agreement, unless otherwise agreed in writing.
- 4.2 The Supplier may invoice BRB for the agreed price only after the Supplier has fulfilled all his obligations under the Agreement, after which payment will be made by BRB within 60 days of the date of the invoice, unless otherwise agreed in writing between BRB and the Supplier.
- 4.3 BRB is entitled to require an adequate financial security from the Supplier.
- 4.4 Payment by BRB does not discharge the Supplier from guarantee or liability under the Agreement or the applicable law. BRB reserves the right to complain about invoicing and about Goods and/or Services for which it has paid.
- 4.5 In case an invoice is under dispute, the Supplier has no right to postpone his obligations.
- 4.6 In case of default by the Supplier or any of its affiliates, BRB is entitled to set off amounts it owes to Supplier or any of his affiliates, against amounts which Supplier or any of his affiliates owes to BRB or any of its affiliates.

Article 5 Time

- 5.1 Supplier guarantees that he will supply without delay and interruption the Goods and/or Services. Late delivery will evidence the default of the Supplier, without a notice of default being required.
- 5.2 If the Supplier will be unable to comply with his contractual performance under the Agreement or cannot comply with it in time, he is obliged to notify BRB of this immediately in writing.
- 5.3 The Supplier will be liable towards BRB and obliged to pay BRB damages in the event the Supplier does not comply with his contractual performance under the Agreement or does not comply with it in time, without prejudice to any other rights of BRB.

Article 6 Compliance

- 6.1 Supplier complies with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including all applicable laws, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.



- 6.2 Supplier shall comply with all applicable export control laws and sanctions, regulations and orders, including, without limitation, the International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”). Any party exporting or re-exporting materials or products shall obtain all required licenses and authorizations. Supplier states that the items supplied are not “defense articles.” If in connection with requesting authorization, license, or other required approval, Supplier is required to disclose technical data, information, patents, copyrights, or other intellectual property in which BRB or any of BRB’s affiliates own or possess any legal interest, Supplier shall first obtain the written consent of BRB or the appropriate affiliate prior to making any disclosure. Supplier shall defend and indemnify BRB, and shall hold BRB harmless, from any and all claims, demands, damages, costs, fines, penalties, attorney’s fees, and all other expenses arising from Supplier’s failure to comply with this provision.
- 6.3 Supplier complies with all applicable commercial and public anti-bribery laws including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, Supplier shall not make any facilitation payments to induce officials to perform routine functions they are otherwise obligated to perform. Supplier shall enter into a written agreement with its subcontractors or agents that contains terms that are at least as protective of BRB as the present clause. Supplier remains responsible for compliance of its subcontractors, agents and its personnel in all respects with this clause 6.3.
- 6.4 Supplier complies with all applicable (inter)national privacy laws, rules and regulations, opinions (of the EDPB) and standards in connection with the performance of the Agreement. Supplier expressly warrants neither to process any personal data for its own purpose nor to involve any subcontractors in processing any personal data without prior written consent of BRB.
- 6.5 Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including right to grant BRB intellectual property right(s). Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligation and will immediately notify BRB of any legal restrictions.
- 6.6 Supplier shall comply with and shall act in accordance with applicable safety, health and environmental instructions. The Supplier shall immediately report any irregularity with respect to these instructions.
- 6.7 BRB may audit all aspects of this clause 6 of the Agreement. Supplier will contribute and cooperate to the execution of such an audit and will procure that its subcontractors will contribute and cooperate also.

Article 7 Inspection and examination

- 7.1 BRB is entitled to require the Supplier, and the Supplier is bound to cooperate in this, to submit to BRB for approval all the designs, calculations, specifications etc. made by the Supplier for the execution of the Agreement. The Supplier may in that case commence the execution of the Agreement only after approval has been received from BRB, without prejudice to the commencement of the agreed delivery period. BRB’s approval does not discharge the Supplier from his liability or guarantee.
- 7.2 The Supplier shall provide BRB with samples of Goods free of charge.
- 7.3 BRB is entitled at all times to inspect or examine or check the Goods and/or Services to be supplied, or have them inspected, examined or checked, at any time, whether before, during or after delivery. The Supplier shall grant access for this purpose to the places where the Goods are being made or have been stored and shall collaborate in the inspections, examinations and/or checks desired by BRB.
- 7.4 The Supplier shall supply BRB with copies of any inspection reports in his possession.



- 7.5 The Supplier is obliged to provide all the necessary cooperation, facilities and information for an inspection, examination or test. If BRB so requires, the inspection, examination and/or test shall be carried out by a research institute to be designated by BRB.
- 7.6 Inspection, examination, checking and/or testing do not imply acceptance by BRB or receipt of delivery or transfer of risk. The Supplier can never use the fact of whether or not a check was held as a defense against a claim by BRB.
- 7.7 If BRB establishes during any inspection, examination and/or test that the Goods and/or Services to be supplied do not correspond to what has been agreed, or if it is likely that such will not be the case on completion of the manufacture and/or the operations, BRB shall inform the Supplier of this. The Supplier shall then, without prejudice to what is otherwise provided in these General Purchase Conditions, take all necessary steps to nevertheless comply with the Agreement.
- 7.8 BRB is entitled to repair defects in conformity with the agreed specifications, or have them repaired in conformity with the agreed specifications, or to replace Goods or have them replaced at the Supplier's expense, if it can reasonably be assumed, after consultation with the Supplier, that the latter cannot or will not arrange for repair or replacement, will not do so in good time, or will not do so properly. BRB may decide not to consult if its business operations or other pressing circumstances oblige it to so decide.

Article 8 Intellectual and industrial property

- 8.1 The intellectual and industrial property rights on all the goods, data and information made available by BRB to the Supplier, including products, prototypes, documentation, trademarks, logos, artwork, models, designs, drawings, photographs, packaging materials and specifications, are vested in BRB.
- 8.2 The intellectual and industrial property rights inherent in the Goods, designs, drawings, prototypes and documents developed and/or produced in any form whatsoever by the Supplier to the order or on behalf of BRB, are vested in BRB. The Supplier assigns or shall cause to assign to BRB all right, title and interest to any and all such items.
- 8.3 If it is agreed in writing that the intellectual and industrial property rights of the Goods or parts of the Goods are vested in the Supplier, BRB is entitled to alter or adapt the Goods including their appearance after the consent of the Supplier has been obtained.
- 8.4 Supplier shall develop, manufacture and/or sell Goods, in respect of which the intellectual and industrial property rights are vested in BRB, only to the order of BRB and shall not develop, manufacture, sell or resell, directly or indirectly, goods that infringe such rights of BRB or that are equal or similar to such Goods, unless the prior written approval of BRB has been obtained.
- 8.5 The Supplier guarantees that the use of the Goods and/or Services does not infringe any intellectual or industrial property right belonging to a third party and indemnifies BRB against any third party claims in this respect, unless otherwise agreed in writing. The Supplier indemnifies BRB for all costs which arise for BRB (obligation to pay damages, legal costs, costs of legal assistance etc.) if a claim is made against BRB for an alleged infringement by the Goods and/or Services of the intellectual or industrial property rights of a third party.

Article 9 Continuity

- 9.1 The Supplier guarantees that he will be able to continue, and that he will continue at the request of BRB, the manufacture and/or supply to BRB of components and spare parts for at least three (3) years as of the last delivery to BRB of the Goods concerned. Without prejudice to BRB's other rights under the Agreement, the Supplier shall promptly send BRB written notice if the production of the Goods, components and/or spare parts is discontinued so as to give BRB the opportunity to make a single purchase and thus bring its stocks up to the levels as BRB considers adequate. If the production is discontinued, the Supplier shall at the first request of BRB cooperate in the transfer of the supply of these Goods, components and/or spare parts to a third party.



Article 10 BRB's properties

- 10.1 All models, parts, drawings, designs, moulds, tools, prototypes, photographs, information bearers and other aids which are supplied to the Supplier by BRB or have been acquired by the Supplier on behalf of and at the expense of BRB, are or become the property of BRB. No right of retention can be exercised to these aids by the Supplier.
- 10.2 The Supplier must check with the greatest care all the aids which BRB supplies for the execution of the Agreement. This also applies to changes or adjustments requested by BRB to the Goods and aids supplied or made by the Supplier. The Supplier must inform BRB immediately in writing of any supposed inaccuracies noted by him.
- 10.3 The Supplier shall not use the goods and information supplied by BRB and/or produced to its order for a different purpose than that for which they have been supplied and shall immediately return them to BRB at BRB's first request to do so. The Supplier shall use the moulds and tools made to the order or on behalf of BRB solely for the production of Goods to be supplied to BRB.
- 10.4 The Supplier shall not make the above goods and information available or open them for inspection to third parties in any manner whatsoever.
- 10.5 The Supplier shall keep the above goods and aids in a good condition and insure and keep them insured against the risks of damage, fire and theft with a reputable insurance company. The Supplier is obliged to submit evidence of such insurance as soon as requested and to keep BRB informed of any changes.
- 10.6 If the production of a certain Good is discontinued, the Supplier must return all moulds, tools and other properties of BRB to BRB immediately or, but only if BRB so requests in writing, destroy these moulds, tools and/or properties at his own cost and provide BRB with a certificate of destruction.
- 10.7 If BRB puts goods at the disposal of the Supplier for modification or processing purposes, or to combine or unite them with goods that are not owned by BRB, BRB shall remain or become the owner of the Goods that ensue as a result of this. The Supplier shall be obliged to keep such goods, clearly marked as (co-)owned by BRB, in his possession and bear the risks up to the moment the Goods are delivered to BRB.

Article 11 Delivery of Goods

- 11.1 The Incoterms valid at the time are decisive for the meaning of the transport and delivery terms used by BRB and the Supplier. Unless otherwise agreed in writing, delivery is made DDP.
- 11.2 The title and risk of the Goods shall pass to BRB upon delivery. However, if BRB pays for any Goods prior to delivery, title shall pass to BRB upon payment; risk shall pass to BRB upon delivery.
- 11.3 Notwithstanding full payment, BRB may at any time, work up, process or modify in any way the Goods delivered for the benefit of regular business purposes. BRB is also at any time entitled to resell the Goods, even if the Goods have not yet been delivered at the site of BRB and/or fully paid by BRB.
- 11.4 The delivery period commences at the moment when the Agreement comes into force or, if this is later, on the date on which BRB has supplied the Supplier with the aids needed to start the execution. If the Supplier exceeds the delivery period he shall be in default without notice of default being required.
- 11.5 The Goods must be properly packed, marked and labelled. The Supplier is liable for damage caused by insufficient or defective packaging, marking and/or labelling and for damage or destruction of the packaging, marking and/or labelling.
- 11.6 If a penalty has been agreed for late delivery, this does not affect BRB's right to full compensation.
- 11.7 Without prejudice to any other rights, including but not limited to the right to claim full compensation, BRB is entitled to cancel the Agreement concerned completely or in part with immediate effect by means of a written



declaration and without notice of default if the delivery period is exceeded with more than two weeks compared to the first confirmed delivery date.

- 11.8 Documentation, drawings, manuals and other items belonging to the Goods form an integral part of the Agreement and will be delivered to BRB at the same time as such Goods.
- 11.9 If BRB is unable for any reason to accept the Goods offered for delivery, the Supplier shall store the Goods on his own account and risk for a period to be further agreed and keep them in such a way that the suitability of the Goods is guaranteed and the quality is retained.
- 11.10 BRB shall always be entitled to determine the sequence of the deliveries at a later stage and to fit them into the progress of its operations, even if the Agreement prescribes a different sequence.
- 11.11 If not all the Goods are delivered at the agreed time, and BRB dissolves the Agreement in consequence, BRB may also, if it so wishes, apply this dissolution to Goods already delivered by the Supplier under the same Agreement, if these Goods can no longer be used effectively as a result of the failure to deliver the other Goods, or the failure to deliver them on time.

Article 12 Quality - Goods

- 12.1 The Supplier guarantees that the Goods satisfy the agreed specifications, characteristics and requirements or, if nothing has been agreed on the matter, that they satisfy the specifications, characteristics and requirements usually placed on such Goods. The Supplier guarantees, in particular (i) that the quantity, description and quality correspond with what has been stated in the Agreement; (ii) that the Goods have been manufactured from first class materials; (iii) that the Goods are equivalent in all respects to the samples or models which have been supplied and/or accepted by BRB; (iv) the proper functioning of the Goods (v) that the Goods are free from any and all defects and suitable for the intended purpose; and (vi) that the Goods satisfy the applicable legislation and/or other official regulations.
- 12.2 BRB is not bound to carry out quality control upon or after delivery, but if BRB does so this does not discharge the Supplier from any guarantee or liability. The Supplier can never use the fact of whether or not a check was held as a defense against a claim by BRB.
- 12.3 If defects are found, the Supplier is obliged to repair or have these repaired as soon as possible. If the defects cannot be repaired or if repair is not justified because of the time and expense involved, or if the Goods are found not to satisfy in whole or in part the provisions and specifications of the Agreement and/or Article 12.1, BRB shall be entitled to reject the Goods.
- 12.4 If the Goods are rejected, BRB shall inform the Supplier and is entitled to return the rejected Goods at the Supplier's expense or to retain them at the Supplier's expense and risk. BRB is entitled to require delivery of new Goods which do satisfy the requirements of the Agreement, without prejudice to its right to compensation or dissolution.
- 12.5 If the Supplier fails to comply with the guarantee obligations properly and/or promptly, and in what BRB considers to be urgent cases, BRB is entitled to perform or have performed, in the name of the Supplier and on the Supplier's account, everything necessary to remedy these defects. BRB shall inform the Supplier of this as soon as possible.
- 12.6 This Article shall again apply in respect of the replacements and/or repairs performed by the Supplier.

Article 13 Delivery of Services

- 13.1 The Supplier must carry out the Services accurately, in correspondence with the Agreement and using persons who are competent and expert in the matter. The Supplier must provide adequate management and supervision.
- 13.2 If a penalty has been agreed for late delivery, this does not affect BRB's right to full compensation.



- 13.3 Documentation, drawings, manuals and other items belonging to the Services to be delivered to BRB form an integral part of the Agreement and will be delivered to BRB at the same time as the Services concerned.
- 13.4 Payment is made for additional Services only if BRB has given a separate written order for that additional work.
- 13.5 As soon as the Supplier considers that the Services have been completed, he shall inform BRB of this in writing. BRB shall inform the Supplier within 14 days of this notification whether or not it accepts the Services. The taking into use of a piece of work by BRB is not to be regarded as acceptance of it. The Supplier can never use the acceptance or use by BRB as a defense against a claim by BRB.
- 13.6 BRB is always entitled to determine at a later stage the sequence of the works to be performed by the Supplier and to fit it into the progress of its own operations, even if the Agreement provides for a different sequence.
- 13.7 If and insofar as the Services are carried out on one of BRB's sites, they shall take place within the working hours applicable there. If necessary, the Supplier shall be obliged to carry out the Services outside these working hours at BRB's first request. Travelling and waiting times do not count as time worked and may be charged to BRB only with BRB's prior written consent.
- 13.8 The Supplier must obtain timely and at his own expense all the licenses, exemptions, inspections etc. necessary for the performance of the Agreement.

Article 14 Quality - Services

- 14.1 The Supplier guarantees that the Services will be carried out in conformity with and satisfy all the current official regulations. All costs incurred or yet to be incurred in complying with these regulations, and all the fines and losses which are the consequence of the failure to comply with these regulations, shall always be paid by the Supplier, even if they have been borne by BRB in the first instance.
- 14.2 Besides complying with health and safety legislation, the Supplier is obliged to comply with BRB's directions and to ensure compliance by the persons who have been charged by the Supplier with the execution and supervision of the Services, without additional costs arising for BRB as a result.
- 14.3 The Supplier guarantees that the Services supplied satisfy the agreed briefing, specifications, characteristics and requirements and that the result aimed at in the Agreement will be achieved.
- 14.4 The Supplier guarantees the suitability and good quality of the materials, designs, drawings etc. supplied, prescribed or recommended by him to BRB.
- 14.5 The Supplier guarantees that the information, guidelines and recommendations etc. provided to BRB are complete and accurate.

Article 15 Taxes

- 15.1 The Supplier is responsible and liable for the fulfillment of all obligations imposed on it under the applicable wage and tax laws and social security legislation and indemnifies BRB against all claims in this respect.
- 15.2 If BRB so requests, the Supplier shall provide BRB with a written statement of the personal details (and any changes therein) and qualifications relevant to the performance of the Services of the person(s) who (will) perform(s) the Services.

Article 16 Confidentiality

- 16.1 The Supplier must observe strict confidentiality concerning all the information which comes to his knowledge in the context of an offer or the execution of an Agreement, as well as all other information, where he may reasonably realise that such information is secret or confidential.



- 16.2 Unless formally agreed by BRB, the Supplier is expressly forbidden to publish, to use for promotional purposes or to show in public photographs or other illustrations of Goods or Services delivered or produced by him or of goods supplied to him, and/or to use the name of BRB as a reference.

Article 17 Dissolution

- 17.1 BRB is entitled to dissolve the Agreement completely or in part with immediate effect by means of a written declaration and without notice of default if (i) the Supplier fails to perform properly one or more of his contractual obligations, fails to perform them on time or does not perform them at all; (ii) the Supplier becomes bankrupt, applies for a provisional or permanent payment moratorium or liquidates his business; (iii) attachment is laid on all or part of the Supplier's properties; or (iv) fundamental changes occur in the property or control relationships at the Supplier.
- 17.2 In the event of dissolution of the Agreement by BRB by virtue of this Article, BRB shall never be bound to pay compensation. The Supplier indemnifies BRB against third party claims which have arisen through or in connection with the dissolution and he is bound to indemnify BRB against these.

Article 18 Prohibition of subcontracting

- 18.1 The Supplier is forbidden to transfer or subcontract the execution of all or part of the Agreement to third parties, unless otherwise agreed in writing.
- 18.2 The Supplier's receivables from BRB are not assignable to third parties, except with the prior written approval of BRB.

Article 19 Liability and compensation

- 19.1 The Supplier is liable for all loss or damage, of whatever kind and in whatever manner it arose or was caused, which occurs for BRB and/or third parties, including persons and entities working with or for BRB, in connection with the Services supplied and/or the Goods delivered by the Supplier, or with the actions and/or negligence of the Supplier, his personnel, his subcontractors and/or suppliers. The Supplier shall indemnify BRB against claims by third parties, including employees of BRB, who suffer the aforementioned loss or damage, including claims arising out of product liability.
- 19.2 Damage to the materials and/or tools of the Supplier, and to those of his subcontractors or suppliers, both on and off BRB's sites, as well as loss or damage caused by injury to any person, is at the Supplier's account and risk.
- 19.3 The Supplier is obliged to insure against the aforementioned risks and losses with a reliable insurance company. The Supplier is obliged to submit evidence of such insurance as soon as requested and to keep BRB informed of any changes.

Article 20 Activities on BRB's sites

- 20.1 The Supplier shall strictly adhere to BRB's instructions and directions on BRB's sites. If the Supplier fails to comply with these instructions and directions, BRB shall be entitled to refuse the Supplier further access to BRB's sites.
- 20.2 In order to have access to or to stay on BRB's sites and/or buildings or the work site, persons must be able to identify themselves at any time at BRB's request by providing a legally valid proof of identity.
- 20.3 BRB may deny persons access to its sites and/or buildings or require the Supplier to remove these persons immediately from its sites and/or buildings, if in BRB's opinion they evidently have not been adequate to their task, have misbehaved in such a manner that in BRB's opinion they cannot be maintained on the sites and/or in the buildings, cannot be admitted on the sites and/or in the buildings on safety grounds, or otherwise act in conflict with an obligation under the Agreement with the Supplier.



- 20.4 BRB does not accept any liability for the employees and/or third parties engaged by the Supplier for the execution of the Agreement on BRB's sites, while the Supplier further indemnifies BRB against any liability in the matter.

Article 21 Applicable law and competent court

- 21.1 The Agreement(s) between BRB and the Supplier shall be governed by and construed in accordance with the laws of the country in which BRB (i.e. the legal entity which issues the purchase order or request for proposal and/or enters into an Agreement with the Supplier) has its domicile.
- 21.2 The United Nations Convention on Contracts for the International Sales of Goods (Vienna Sales Convention, 1980) shall not apply to the Agreement(s) between BRB and the Supplier and is expressly excluded.
- 21.3 The court having jurisdiction over the place where BRB (i.e. the legal entity which issues the purchase order or request for proposal and/or enters into an Agreement with the Supplier) has its registered place of business shall have exclusive jurisdiction unless a different legal venue is expressly agreed in writing. In deviation from this provision, BRB will also and at all times be entitled to submit a dispute or claim to the competent court for the place where the Supplier has his registered or actual place of business.

Article 22 Miscellaneous

- 22.1 If any provision(s) of these General Purchase Conditions should be or become ineffective or invalid the other provisions will not be affected thereby. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar import, which reflects as closely as possible the intent of the original clause.
- 22.2 Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
- 22.3 Supplier shall not assign the Agreement in whole or in part without BRB's written consent. Such consent shall not relieve Supplier from, and shall be subject to compliance with, any of the obligations under the Agreement. BRB is entitled to assign this Agreement or any part thereof to any BRB Group company on prompt notice to Supplier.
- 22.4 Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture or employment relation between the Parties.
- 22.5 Pending a dispute neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.
- 22.6 Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
- 22.7 BRB may amend these General Purchase Conditions. Amendments will come into effect 30 days following BRB sends the amended conditions to Supplier.
- 22.8 Only the English version of these General Purchase Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

BRB General Purchase Conditions, version 1 2019