



GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES OF SIRIUS INTERNATIONAL DETERGENTS B.V. AND WATER TREATMENT B.V.

1. Definitions

1.1. In these general terms and conditions for the purchase of goods and/or services the following definitions apply:

Affiliate(s)	in relation to a Party its (ultimate) parent company or any company which is directly or indirectly controlled by, or under direct or indirect common control with its (ultimate) parent company at the relevant time and any other company as may be agreed between the Parties.
Agreement	any agreement concluded between the Contracting Party and/or its Affiliate(s) relating to the purchase of Goods and/or Services, of which the present GTC's form part.
GTC's	these General Terms and Conditions for Purchase of Goods and/or Services.
Good(s)	any tangible goods which the Supplier is to supply to the Purchaser.
Intellectual Property Rights	all rights of intellectual property, including but not limited to copyright, (un)registered trademarks, trade names and service marks, patents, sui generis database rights, domain names, rights to knowhow and all related rights.
Party	the Purchaser and the Supplier, together the Parties.
Personal Data	personal data as defined by applicable law relating to the Purchaser's employees and the employees of any third party engaged by the Purchaser and/or Affiliate under the Agreement.
Purchase Order	the standard Purchaser's document which may include or have attached to it a statement of work describing the Goods and/or Services to be provided by the Supplier, the term of payment and which provides a maximum value payable by the Purchaser to the Supplier.
Purchaser	Sirius International Detergents B.V., having its statutory seat in Baarn, the Netherlands and its principal place of business in (3743 KM) Baarn, the Netherlands at the Stationsplein 62, and/or any of its Affiliates.
Service(s)	any work that is to be carried out by the Supplier for the Purchaser.
Supplier	Any supplier of the Purchaser and/or its Affiliate, as well as any of such Supplier's employees and/or subcontractors or agents engaged by the Supplier for the purposes of supplying Goods and/or Services to the Purchaser.

2. Applicability

- 2.1. These GTC's shall apply exclusively to the purchase of Goods and/or Services by the Purchaser and shall be deemed incorporated into any Agreement.
- 2.2. In the event of any conflict between the provisions of these GTC's and an Agreement and/or Purchase Order, the Agreement shall prevail.
- 2.3. The Purchaser may amend these GTC's from time to time. Any amendment shall come into effect thirty (30) days after the Purchaser notifies the Supplier in writing of such amendment.
- 2.4. Any general terms and conditions of the Supplier, whether orally or in writing are expressly rejected by the Purchaser and shall not form part of the Agreement, unless otherwise agreed by the Parties in writing.

3. Validity of offer and conclusion of Purchase Order

- 3.1. Any offer made by the Supplier shall be irrevocable for a period of three (3) months after it is received by the Purchaser, unless the Parties expressly agree a different period in writing.
- 3.2. Any offer by the Supplier shall be accepted by the Purchaser by means of a Purchase Order signed in writing by an authorized representative or via the purchaser's digital ordering system of the Purchaser (if any).
- 3.3. In the event that the Supplier does not make an offer to the Purchaser, a Purchase Order shall come into effect by virtue of the Purchaser placing an order with the Supplier.
- 3.4. In the event that the Supplier discovers an error or discrepancy in a Purchase Order, it shall immediately notify the Purchaser of such fact and shall request clarification before it proceeds with the execution, production or supply of any Goods and/or Services.
- 3.5. Except as otherwise agreed upon between the Parties, the Purchaser may cancel all or a portion of the Purchase Order, without charge or penalty up to ten (10) calendar days prior to the scheduled delivery date of the affected Goods and/or Products.

4. Supplier Sustainability, Legal and Risk Requirements

- 4.1. The Supplier shall comply with all relevant regulations, rules and laws relating to human rights, health, safety and the environment and anti-bribery, anti-corruption, anti-slavery, economic sanctions, anti-money laundering and US, EU and UK trade sanctions requirements.
- 4.2. If the Supplier processes personal data under or in connection with the Agreement, the Supplier shall comply with all privacy and data protection laws and regulations applicable to its Goods and Services, such as, but not limited to, General Data Protection Regulation (EU) 2016/679 (GDPR) and the EU e-Privacy Directive 2002/58/EC.
- 4.3. Supplier shall indemnify the Purchaser for any costs, damages and/or loss arising out of an identified breach of this clause 4.

5. Supplier's obligations

- 5.1. The Supplier's obligations shall include, without limitation:
 - a. ensuring that Goods are delivered and Services are provided in accordance with the relevant Agreement and/or Purchase Order and any applicable specifications and using the best professional standards such as workmanship and proper materials;
 - b. keeping proper records in respect of every Purchase Order so that they are capable of being audited by the Purchaser for a period of at least 7 years after receiving the relevant documentation;
 - c. the correct and timely payment of all taxes and levies owed in connection with the performance of the Agreement and will indemnify and keep indemnified the Purchaser of the same;
 - d. carrying out any directions, instructions and/or orders lawfully issued by the Purchaser;
 - e. ensuring strict compliance with all laws applicable to the Supplier's personnel who are employed and/or engaged for the purpose of the relevant Purchase Order;
 - f. ensuring that the agreed work continues in the event that any personnel deployed by the Supplier are sick, on holiday leave or are absent for any other reason. The Supplier shall ensure sufficient personnel are deployed at all times for the purposes of carrying out all of the relevant work;
 - g. maintaining all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement;
 - h. taking out required insurances and insuring the Supplier's equipment and materials in its own name.

- 5.2. The Supplier shall familiarize itself with any policies and procedures provided by the Purchaser and shall make sure all relevant employees, subcontractors and/or agents are made aware of the Supplier's obligations under these GTC's.
- 5.3. Furthermore, the Supplier shall also have a duty to adopt all possible precautionary measures to prevent any injury to people and/or damage to property. In the event that the Supplier fails to comply with any directions and/or rules (concerning safety or otherwise), the Supplier shall indemnify the Purchaser for any costs, damages and/or loss arising as a result of such failure and the Purchaser may deny the relevant staff member further access to any of its premises.
- 6. Time of supply of Goods and provision of the Services**
- 6.1. Supply of Goods and/or the provision of the Services must commence at the time stipulated in the relevant Agreement and/or Purchase Order and must comply with an agreed schedule to be provided by the Purchaser.
- 6.2. As soon as the Supplier knows or anticipates that Goods will not be delivered punctually or in accordance with an agreed schedule and/or that it will not be possible to provide the Services in time, it shall notify the Purchaser of this in writing immediately, setting out the details relating to the delay. Such notice shall not affect the Supplier's obligation to comply with the relevant Agreement and/or Purchase Order.
- 6.3. The Purchaser reserves the right to change the order or sequence in which the Goods and/or Services are to be supplied in accordance with an Agreement and/or Purchase Order.
- 6.4. Should the Supplier fail to make delivery in full or fail to make delivery on time as stipulated in these GT&C's, the Supplier shall pay a penalty of 5% of the total value of the Goods involved in the late delivery, without prejudice to claim full damages.
- 7. Delivery of Goods**
- 7.1. Delivery of Goods by the Supplier shall be based on Incoterms 2020) unless agreed otherwise in writing between the Parties.
- 7.2. The agreed delivery date shall be as stated in the relevant Agreement and/or Purchase Order and time is of the essence for delivery. In the event that the Supplier fails to meet the delivery date, the Purchaser shall be entitled to cancel (in Dutch: *opzeggen*) the whole or part of the Agreement at any stage thereafter upon serving a notice of default.
- 7.3. If the Purchaser cancels the whole or part of the Agreement in accordance with clause 7.2:
- all sums payable by the Purchaser in relation to the whole or part of the Agreement cancelled shall cease to become payable.
 - all sums paid by the Purchaser in relation to the whole or part of the Agreement cancelled shall be repaid to the Purchaser by the Supplier within five working days; and
 - the Purchaser shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the Goods and/or Services by the agreed delivery date and/or as a result of the cancellation of the whole or part of the Agreement (including, without limitation, the Purchaser's expenditure reasonably incurred in obtaining the Goods and/or Services from another supplier, loss of profit, and penalties imposed by third parties).
- 7.4. All Goods shall be delivered to the Purchaser to the address specified in the relevant Agreement and/or Purchase Order. The Supplier shall comply with all delivery instructions notified to it by the Purchaser.
- 7.5. The Supplier shall use all skill, care and diligence when using and/or maintaining any equipment belonging to the Purchaser. Should the Supplier fail to exercise such skill, care and diligence, the Supplier shall be liable for any loss or costs which arise from damage to the Purchaser's equipment.
- 7.6. The Supplier shall arrange any storage space for the Goods that it requires at its own risk and expense. Unless otherwise agreed, the Supplier shall bear the costs of any transport required for such purpose.
- 7.7. The Purchaser shall be entitled to postpone the time and date of delivery of the Goods. In such case, the Supplier shall pack the Goods properly, store them separately and recognizable, and look after, secure and insure them. The Purchaser shall be liable for the reasonable costs incurred by the Supplier in relation to any postponed delivery of Goods, unless the postponement was requested 10 (ten) days prior to the scheduled delivery date of the affected Goods.
- 8. Notices**
- 8.1. Any notice required to be given by one Party under these GTC's to the other will be deemed delivered to the other Party when delivered by hand, e-mail or registered post to the email address or registered address of the other Party. The Supplier shall nominate personnel to the Purchaser that may be contacted at all hours in the event of an

emergency.

9. Reach, Packaging and labeling

- 9.1. The Supplier undertakes to comply with all applicable laws and regulations in force and more particularly with both European Regulations n° 1907/2006 and 1272/2008 respectively regarding the registration, evaluation, authorisation and restriction of chemical substances ("EU REACH Regulation") and "UK REACH Regulation" (being equivalent to EU REACH Regulation as at 01 January 2021 and as may be amended from time to time by UK authorities) on the one hand and the classification, labelling and packaging of substances and mixtures ("CLP Regulation") on the other hand.
- 9.2. The Supplier undertakes that all Products and packaging are labelled in compliance with any applicable laws, including but not limited to and if applicable CE conformity marking and waste (WEEE) labelling (if applicable), and that all Products carry such marking upon delivery to Purchaser. If the Supplier is not the manufacturer or the importer of the Products into the EEA, or does not have any representative in the EEA, resulting in the Purchaser being deemed the importer, the Supplier shall provide all certifications to the Purchaser in order for the Purchaser to meet its legal obligations as importer, including declarations of conformity for each of the Products. Any Products that are not labelled in accordance with applicable laws shall be deemed defective and returnable to the Supplier against credit. The Supplier will clearly mark each unit of Product with the Product name and platform compatibility, and part number and language version. All Product packaging shall bear a scannable bar code identifier in standard EAN or UPC format. For Products requiring serial number tracking upon resale the serial number must be clearly marked and bar coded on the outside of the individual selling unit and on pallets containing such selling units.

10. Transfer of ownership and risk

- 10.1. Title to the Goods shall pass to the Purchaser, when the Goods are delivered to the delivery address stated in the relevant Agreement and/or Purchase Order, unless payment is made to the Supplier prior to delivery, in which case title to the Goods shall pass to the Purchaser, upon such payment being made. Immediately upon receipt of such payment, the Supplier shall appropriate the Goods in favor of the Purchaser and keep them separate from all other goods in the possession of the Supplier and shall clearly mark the Goods as the property of the Purchaser.
- 10.2. The passing of title of the Goods shall be without prejudice to the Purchaser's right to reject the Goods, where such Goods do not conform with the relevant Agreement and/or Purchase Order and/or the specifications contained therein.
- 10.3. Supplier shall bear the risk of Goods being lost, stolen and/or damaged until such time as the Goods have been delivered into the possession of and are accepted by the Purchaser.
- 10.4. Any materials made available to the Supplier by the Purchaser shall remain the latter's property and the Supplier shall mark them as the Purchaser's property and keep them separate in a manner that ensures that this is recognizable to any third party.
- 10.5. Unless the Purchaser gives its prior approval in writing, the Supplier shall not be permitted to use the aforementioned materials nor to allow or arrange for any third party to do so in connection with any purpose other than effecting supply to or carrying out work for the Purchaser.

11. Right to inspect

- 11.1. The Purchaser shall at all times be entitled to inspect, assess and/or test the Goods and/or Services (or arrange for this to be done) irrespective of the place where they are located.
- 11.2. The Supplier shall grant access to its grounds and buildings to the Purchaser or its representatives in order to allow the Purchaser to carry out audits of any kind including, but not limited to, audits relating to health and safety and/or corporate social responsibility. The Supplier shall assist with any such inspections free of charge.
- 11.3. If it is necessary to repeat an inspection due to the fault of the Supplier, the Supplier shall be liable towards the Purchaser for any costs incurred by the Purchaser as a result.
- 11.4. The Purchaser's inspection, assessment and/or testing shall not amount to an acknowledgement on its part that the Goods and/or Services to be supplied are of good quality and/or accepted by the Purchaser, nor shall it discharge the Supplier from any liability for failing to comply with its obligations.

12. Assignment and Subcontracting

- 12.1. Neither the Agreement nor any right or obligation thereunder may be assigned by the Supplier without the prior written consent of the Purchaser and any attempted assignment without the required consents

shall be void. The Purchaser may assign all its rights and obligations that have arisen or will arise from the Agreement to any third party.

13. Prices

- 13.1. The price(s) for the Goods and Services must be specified in the Agreement and/or Purchase Order and remain fixed for the term of the Agreement.
- 13.2. Unless otherwise stated in the Agreement, the price payable for the Goods and/or Services is: - exclusive of value added tax ("VAT") or other sales tax; and - inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, all travel expenses, food and beverage, accommodation and other costs related to the Services and all duties, licenses, permits and taxes (other than VAT or other sales tax) as may be payable for the Goods and/or Services from time to time.
- 13.3. If the Agreement states that VAT or other sales tax is payable with respect to any Goods and/or Services, the Purchaser is only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.

14. Invoicing and Payment

- 14.1. Detailed invoices shall be issued by the Supplier to the Purchaser for Goods and Services that have been provided in accordance with the relevant Agreement.
- 14.2. Unless otherwise specified in the Agreement, and subject to the Supplier complying with its obligations under the Agreement, the Purchaser shall pay for the Goods and/or the Services within agreed payment terms between parties after the date on the Supplier's duly prepared and accurate invoice. .
- 14.3. The Supplier may not issue the invoice until the relevant Goods have been delivered to the Purchaser or the relevant Services have been completed. Invoices must always include the official Purchase Order number and comply with all applicable laws and any specifications requested by the Purchaser.
- 14.4. The Purchaser may withhold payment of any disputed or insufficiently documented amounts included in any invoice. The Purchaser may further set-off any sum due from the Supplier to the Purchaser against any amount due from the Purchaser to the Supplier under the Agreement, or to recover such sums as a debt.
- 14.5. If the Parties agree that Supplier is to provide Goods and/or Services or resources in addition to those specified in the Agreement, then such agreement will be reflected in an amended Agreement.

15. Termination

- 15.1. The Purchaser may at any time and for any reason terminate the Agreement in whole or in part by giving the Supplier written notice whereupon all work on the Agreement shall be discontinued and the Purchaser shall pay to the Supplier a fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss and never be higher than the price of the Goods and/or Services under that terminated Agreement. The Purchaser may request that any Goods and/or Services or results of Services to which the payment of compensation by the Purchaser pertains shall be delivered to the Purchaser in their current state.
- 15.2. A Party may terminate the Agreement, without liability to the other Party and while preserving to itself any accrued rights or remedies, by giving written notice to the other Party with effect from the date specified in the termination notice, if: - the other Party commits a material breach of any provision of the Agreement and (in the case of a breach capable of remedy) fails to remedy that breach within 21 days of being notified of such breach by the first Party, were a series of minor breaches may together constitute a material breach; or - the other Party files a petition in bankruptcy or has such a petition filed against it or is subject to an insolvency proceeding or a proceeding giving protection against creditors, or if an order is issued appointing a receiver or trustee or a levy or attachment is made against a substantial portion of its assets, or if any assignment for the benefit of its creditors is made.

16. Warranties

- 16.1. The supply of the Goods and/or the Services must comply in full with what is stipulated in the Agreement, any applicable specifications and any requirements of the Purchaser.
- 16.2. The Supplier warrants that the Goods and/or Services supplied comply with good industry practice and all relevant laws.
- 16.3. Where an Agreement stipulates a warranty period in relation to the supply of the Goods and/or Services, the Agreement shall refer to a period of time within which, in the event that Goods and/or Services which are supplied are defective, deficient or not in accordance with the specification and/or Agreement, the Purchaser shall be entitled to elect to avail of any of the remedies set out in clause 16.5 below.

- 16.4. Where an Agreement does not stipulate a warranty period, a term of warranty of two (2) years shall apply, which shall be without prejudice to the Supplier's liability for latent defects upon the expiry of such term.
- 16.5. In the event that the Purchaser is of the opinion that any Goods and/or Services that have been supplied fail to conform with the Agreement, the Purchaser shall reject them, shall notify the Supplier of this in writing as soon as possible, and acting at its discretion the Purchaser may elect to:
 - a. return the deficient Goods to the Supplier (or arrange for this to be done) and its duty to effect payment for the relevant Goods and/or Services shall cease to apply and any amounts paid by the Purchaser in respect of the deficient Goods shall be repaid by the Supplier immediately; or
 - b. return the deficient Goods to the Supplier (or arrange for this to be done) and require the Supplier to supply a replacement of the Goods; or
 - c. in the event that the Goods cannot be returned for any reason, negotiate in good faith with the Supplier any commercial alternatives acceptable to the Purchaser and, if no solution can be reached, require the Supplier to supply a replacement or repay any amounts paid in respect of the deficient Goods; or
 - d. require the Supplier to repair or remedy the deficient Goods and/or Services. The provisions of (a) to (d) shall be effected at the Supplier's risk and expense. Any Goods that are rejected shall remain the property of the Supplier or shall immediately become the latter's property as of the time when the relevant notice of rejection is sent, and the risk in the Goods shall be borne by the Supplier in full as of that time.
- 16.6. In the event that the Purchaser is of the opinion that the Supplier is too late in remedying a defect and/or fails to do so properly, or where such defect does not allow for any delay, after issuing a written reminder stipulating a reasonable period within which the Supplier is to comply with its obligations, the Purchaser shall be entitled to do all that is required or to engage a third party to do so, and to charge the Supplier for all of the involved costs.
- 16.7. The Supplier shall, for a period of at least seven years after discontinuation of production of the Goods, have available compatible spare parts substantially equivalent in terms of function and quality to the parts contained in the Goods, or shall provide equivalent solutions on commercially reasonable conditions for the Purchaser.

17. Intellectual Property

- 17.1. The Agreement does not intend to change any of the Parties' or third parties' (pre-existing) entitlement to Intellectual Property rights, unless any agreement explicitly constitutes a (deed of) transfer of Intellectual Property Rights. Unless explicitly agreed upon otherwise in writing neither party grants any rights (by license or otherwise) in respect of proprietary materials protected by Intellectual Property Rights.
- 17.2. Both Parties acknowledge that each Party, in connection with the provision or receipt of the Services, may develop or acquire general knowledge, experience, skills and ideas. Notwithstanding anything to the contrary herein such Party may use such general knowledge, experience, skills and ideas to the extent that this does not result in disclosure of Confidential Information or unauthorized use of any Intellectual Property Rights of the other Party or a third party.
- 17.3. If in the context of the Agreement the Supplier has developed, designed or provided specifically for the Purchaser any Goods and/or Services (including any accompanying documents) the Intellectual Property Rights and/or related rights which come into existence shall, if possible, automatically vest in the Purchaser. The Supplier shall execute any document or deed necessary to vest such Intellectual Property Rights in the Purchaser. To the extent that the Intellectual Property Rights do not vest automatically in the Purchaser, the Supplier undertakes that it shall transfer to the Purchaser all Intellectual Property Rights in materials developed or designed for the Purchaser which transfer shall be accepted by the Purchaser.
- 17.4. Any drawings, illustrations, calculations, physical patterns methods and procedures which are supplied by or have been purchased by the Purchaser, shall remain the latter's property and the Supplier shall not be permitted to reproduce, copy or publish them, place them at the disposal of some other party, or use them for any purpose other than the Agreement. Acting at its own expense the Supplier shall have a duty to return the aforementioned items to the Purchaser, if the latter requests this in writing after the relevant delivery or handover.
- 17.5. Any goods or methods which the Supplier develops in conjunction with or on behalf of the Purchaser may not be placed at the disposal of any other party unless the Purchaser consents to this in writing. Any expertise which the Supplier acquires in the course of such development shall only be made available to the Purchaser and the Supplier shall not disclose same to any other party or use it for its own benefit and/or that of such other

- party, other than with the Purchaser's prior written consent.
- 17.6. The Supplier shall not disclose to any third party any data, information, Intellectual Property Rights or know-how that it obtains from the Purchaser during the course of supplying the Goods and/or the Services..
- 17.7. The Supplier shall indemnify the Purchaser against any claim arising pursuant to an infringement of any Intellectual Property Right belonging to some other party in respect of any goods that the Supplier has delivered or work which it has performed, and shall compensate the Purchaser for any loss that the latter suffers and/or could suffer as a result of action taken against it by the holders of those Intellectual Property Rights.

18. Personal Data

- 18.1. If the Supplier in the performance of the Agreement processes Personal Data, the Supplier agrees and warrants that the Supplier shall:
- process Personal Data only insofar necessary for the Services rendered to the Purchaser and as permitted or required by law;
 - keep the Personal Data confidential and not sell any of such data to any third party in whatever form ("anonymized" or not);
 - take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing; and
 - promptly inform the Purchaser of any actual or suspected security incident involving the Personal Data.
- 18.2. To the extent that the Supplier allows a subcontractor to process the Personal Data, the Supplier shall ensure that it binds such subcontractor to obligations which provide a similar level of protection as this clause 18.
- 18.3. The Supplier shall, upon the termination of the Agreement, return and/or securely erase or destroy all records or documents containing the Personal Data (unless otherwise required to retain such Personal Data by law) and provide written confirmation and/or evidence following such action. The Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if the Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.
- 18.4. The Supplier shall indemnify and hold harmless the Contracting, its officers, agents and personnel from any damages, fines, losses and claims from Third Parties arising out of a breach of this clause 17.

19. Liability and Insurance

- 19.1. The Supplier hereby indemnifies and agrees to hold harmless the Purchaser in full against any claims, liability, loss, damages, costs or expenses (including legal expenses) whatsoever arising out of or in connection with any act or omission by the Supplier or any of its employees, agents or subcontractors in the supply of the Goods and/or the performance of the Services, subject to clause 19.2.
- 19.2. Neither Party shall be liable to the other in connection with the Agreement for incidental, or punitive damages; provided that, such limitation shall not apply to (i) claims arising out of the relevant Parties' gross negligence or willful misconduct or (ii) material defects in or related to the Products, and/or (iii) any non-compliance or infringement of any Intellectual Property Rights by Supplier (including any entity or individual acting on its behalf).
- 19.3. The Supplier will, at its own expense, and at all times of during the term of the Agreement, provide and maintain in effect the insurance policies and minimum limits designated below, and any other insurance required by law, with insurers with an A.M. Best's insurance rating of A-VIII or better, or as otherwise reasonably acceptable to the Purchaser, and otherwise comply with all those requirements stated herein. The insurance requirements herein are in addition to and separate from any other obligation contained in the Agreement and shall not act to limit or relieve the Supplier of any obligations contained in the Agreement, including but not limited to the Supplier's defence and indemnity obligations.
- 19.4. The Supplier will carry commercial general liability insurance covering all operations by or on behalf of the Supplier arising out of or connected with the Agreement, providing coverage for bodily injury, property damage, personal and advertising injury, products liability, completed operations liability, and contractual liability. This insurance shall be for an annual limit not less than €4,000,000.-
- 19.5. The Supplier will carry insurance for errors and omissions liability (professional indemnity) with a minimum annual limit of €2,000,000.- covering negligent acts, errors or omissions and wrongful acts. Such insurance will include coverage for the following risks: a) liability arising from theft, dissemination and/or use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third-party's computer, computer system, network or similar computer-related property and the data,

- software and programs stored therein.
- 19.6. Within a reasonable time after signing the Agreement, and within a reasonable time after renewal or replacement of coverage for the duration of the Agreement and as otherwise specifically required above, the Supplier will provide the Purchaser certificates of insurance evidencing the required coverage. The certificates must note that the insurers issuing coverage shall endeavour to provide the Purchaser with at least thirty (30) days' prior written notice of cancellation or non-renewal of coverage or as otherwise allowed by policy conditions. The Supplier's failure to provide certificates of insurance in compliance with the insurance requirements herein, or the Purchaser's failure to receive certificates, shall not limit or relieve the Supplier of its obligation to comply with the requirements set forth above or constitute a waiver of the requirements herein.

20. Confidentiality, reputation and prohibition of disclosure

- 20.1. Each Party shall have a duty to treat any information and other details obtained directly and/or indirectly from the other Party as confidential. The Parties shall not provide such information and details to any other Party, except if and in so far as this is necessary for the purposes of executing an Agreement and the other Party consents to this in writing. The Parties shall not use such information and details for purposes other than the execution of the relevant Agreement.
- 20.2. Neither Party shall be permitted to use the name of the other Party in publications, advertisements or in any other way, unless it receives prior written consent from the other Party.
- 20.3. The Parties shall refrain from bringing each other and/or each other's business associate(s) into disrepute.
- 20.4. Supplier shall keep Purchaser's company information, as defined in any applicable securities law, confidential and shall not use such information for its own or any third parties' benefit.

21. Miscellaneous

- 21.1. The relationship of the Parties is that of independent contractors and nothing in this Agreement will be construed so as to constitute a partnership or joint venture or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither Party will hold itself out as entitled to do the same, unless expressly provided otherwise in this Agreement.
- 21.2. If any provision of the Agreement or GTC's would be held to be illegal, unenforceable, or void, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement or GTC's respectively shall otherwise remain in full force and effect and enforceable. Parties will then mutually agree upon a new provision that will approximate the contents and scope of the original provision, without becoming illegal, unenforceable, or void itself.

22. Governing law and arbitration

- 22.1. Unless agreed otherwise in the Agreement, these GTC's and any accompanying agreement shall be governed by the laws of the Netherlands. The agreement of the United Nations Convention on Contracts for the International Sale of Goods does not apply to these GTC's and/or any Agreement(s).
- 22.2. Any disputes arising out of or in connection with the Agreement and/or these GTC's shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

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