



GENERAL TERMS AND CONDITIONS SALE OF GOODS GADOT BELGIUM

These General Terms and Conditions (GTC) govern **Customer's (or "Buyer")** purchase of good manufactured and/or distributed and/or sold and/or supplied (collectively referred to as "Supply of Goods") by **Seller**. "**Seller**" means GADOT BELGIUM BV identified in the applicable Sale/Purchase Agreement.

Gadot Belgium BV means:

GADOT BELGIUM BV

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RPR Ghent 178.742 BTW BE 0455.791.320

IBAN : BE28 7310 2375 0120

KREDBEBB

1. Commercial Conditions

(a) **Contractual Documents.** The Customer will place all orders for Supply of Goods via: (i) a signed order form referencing these General Terms and Conditions (GTC) ("Order Form"); or (ii) a purchase order or a written Sale/Purchase Agreement based on Seller's standard Sale/Purchase Agreement templates for various Supply of Goods, as will be decided by Seller, from Customer that is accepted by Seller (a "Sale/Purchase Agreement") referencing these General Terms and Conditions (GTC). The Order Form and/or Sale/Purchase Agreement are "Contractual Documents". These General Terms and Conditions (GTC) together with its applicable schedules and Sale/Purchase Agreement constitute the "Sale/Purchase Agreement". These General Terms and Conditions (GTC) incorporate GADOT BELGIUM's Privacy Statement which is also applicable to Customer's purchase of Supply of Goods. Our prices and offers, as amongst others advertised in catalogues, price lists or a price budget are an approximation without commitment and without any obligation from Gadot and cannot be considered to be an offer. The terms stated in the aforementioned catalogues, prices lists, etc. may be altered at any time, without prior notice. Orders signed by the Customer are irrevocably binding on Customer, regardless of whether a deposit has been paid or not. All orders confirmed by Gadot will in principle be executed at the Fees agreed in the Contractual Documents. Any fee or tax, payable or to be paid on prices set by Gadot is always at the Customer's expense. Gadot however reserves the right, even after the Sale/Purchase Agreement is signed, to increase prices proportionally if one or more cost factors (including but not limited to, the prices of raw materials, energy and labor costs) have risen, even if this is due to foreseeable circumstances.

(b) **Payment.** Customer will pay the purchase prices ("Fees") in the currency set forth in the Sale/Purchase Agreement within thirty (30) days of invoice date. Seller reserves the right to require pre-payment, down payment, standby letter of credit, or bank guarantee at any time. All orders and payments as well as related costs are payable at the registered seat of Seller. The debt is portable by the Customer to the Seller and not to be obtained by Seller. Seller has the right to suspend all ongoing supplies in case of non-payment by Customer, even if such non-payment is related to other contracts.

(c) **Late Payment.** If the Customer fails to pay any Fees due, Seller may (i) immediately suspend the delivery of any supply of Goods until all amounts due are paid; (ii) request immediate payment or pre-payment for Supply of Goods; and/or (iii) cancel, without liability to Seller, any or all Sale/Purchase Agreements.

The interest on arrears will be calculated as from due date until the date of full payment of the unpaid amounts. In case of non-payment an indemnity of 15% of the unpaid amounts will also be charged to Customer, with a minimum of 125 EUR and a maximum of 5.000 EUR, on top of the interest on arrears.

(d) **Interests on Arrears.** All Fees due and unpaid and each debt from Customer which remains unpaid at

its due date in whole or in part will automatically and as per law generate an interest on arrears of 12% per year pro rata temporis with automatic capitalization of interest (anatocisme) in accordance with clause 1154 of the Civil Code as from the first anniversary of such debt. Untimely payment of an invoice will make all other debts, also those who are not due yet, payable by Customer to Seller, even if those debts concern another contract, and this automatically and as per law.

(e) **Legal Retention right and lien.** The Customer grants the Seller a right of retention and a lien in accordance with the provisions of Section 1948 of the Civil Code and the Law of May 5th 1872 (Law on the Sale of Pledge) by way of guarantee for all his undertakings and the payment of all sums incurred by reason of same. Should the Customer default any undertaking to pay, the Seller is given the right to proceed to a sale of pledge procedure. The delivered Goods remain the exclusive property of Gadot or of the party subrogated in its right until the Customer has fully paid the agreed purchase Fees plus other charges and/or accessories. The Customer acknowledges that they have been made aware of and have accepted the retention of title clause prior to the delivery of the Goods. Given the retention of title, it is forbidden to dispose of or camouflage the Goods delivered in any way before the full payment is completed. If the Customer in spite of the retention right, disposes of the Goods by transferring them to a third party, the Customer thereby assigns its debt-claim from the proceeds of the disposal to Gadot by way of security. This clause does not affect the transfer of risk. The Customer grants Gadot a retention right on all Goods, documents or funds it holds in carrying out its mission, as from the date of the first order. The Customer hereby confirms it has the dispositional right over these Goods and grants this retention right until the payment of all its outstanding liabilities to Gadot, even if these amounts receivable are unrelated to the order.

(f) **Commission.** The Customer undertakes to assume all current and future charges and taxes on the Supply of Goods for his own account. A commission of 3% a month will be charged to the Customer for all advance payments, charges, customs, deposits, sureties and similar provisions paid by the Seller on behalf of the Customer.

(g) **Taxes and Charges.** All Fees are exclusive of any Value Added Taxes, withholding taxes, sales and other taxes, customs duties, and similar assessments in any jurisdiction based on gross revenue, delivery, possession, and/or use of the Supply of Goods, or the execution or performance of a Sale/Purchase Agreement, except corporate taxes assessed on Seller. Customer will pay all duties and taxes in any form such as taxes, excise duties, customs, VAT, GST, WHT, contributions and rights to be paid and similar charges applicable to the supply of Goods and, when applicable, provide Seller with an appropriate certificate of exemption. Should the Fees be subject to withholding tax or any deduction, Customer agrees that the payment will be increased by such an amount to ensure that Seller receives and retains the net fee it would have received had no such withholding or deduction been made. In case of change of law, such as increasing of VAT-tariffs or VAT-regimes, causing an increase of the costs for Seller, such increased costs will be payable by Customer.

(h) **Complaints.** All complaints regarding the Supply of Goods must be communicated by Customer to Seller in the following timelines:

- Non-delivery/late delivery: within 2 business days after the contractually agreed delivery date
- Defects: within maximum 2 calendar days after delivery
- All other supply of Goods deficiency/hidden defects: within maximum 5 calendar days after execution of the supply of Goods

In case the above timelines are not respected, the complaint and potential claim deriving therefrom are unconditionally and irrevocably waived by Customer and the claim of Customer automatically and as per law expires.

(i) **Incoterms.** Deliveries are made "ex warehouses" Gadot (INCOTERMS 2020 EXW) . Transport costs, storage costs, insurance costs, etc. are not included in the Fees unless expressly mentioned. The storage of the Goods pending delivery or collection is done at the Customer's sole risk.

Are further for the account of the Customer: Loading on truck (carrier), Export formalities, Carriage to port of export, Unloading of truck in port of export, Loading charges in port of export, Freight to port of import, Unloading charges in port of import, Loading on truck in port of import, Carriage to place of

destination, Insurance, Import customs clearance, Import taxes.

In case another Incoterm is agreed between the Customer and the Seller, this may only be DDP or FCA.

In case of DDP, Seller will execute on behalf of Customer the following activities:

- Loading on truck (carrier), Export formalities, carriage to port of export, unloading of truck in the port of export, loading charges in the port of export, freight to the port of import, unloading charges in the port of import, loading on truck in port of import, carriage to place of destination, insurance, import customs clearance, import fares.

In case of FCA, Seller will execute on behalf of Customer the following activities:

- Loading on truck (carrier), Export formalities, carriage to port of export.

(j) **Transfer of Risk.** The risk of loss, damage or destruction of the Goods shall transfer to the Customer at the moment of delivery ex warehouse, even if the Goods are afterwards transported by Seller or are stored in the Seller warehouse after the agreed delivery date at the Customer's request. If it is expressly agreed that Seller is handling the transport, then Seller will determine the mode of transportation, shipping, packaging, etcetera, unless instructed otherwise by the Customer. Also in that case the risk of storage, loading, transportation and unloading remains with the Customer and Seller cannot be held liable for that under any circumstances. If the Parties have agreed on a different delivery method this applies only to this individual agreement and not to any subsequent agreement between the Parties.

(k) **Transfer of Ownership and Acceptance of the Goods.** The delivery to Customer and acceptance of the Goods by the Customer entails the transfer of ownership, provided all amounts due were paid by Customer prior to such delivery. For this purpose, the reception note signed by the Customer will be binding upon Customer. The receipt of the Goods and signing of the reception note cover the quality of the product, its storage, or its patent and latent defects.

(l) **Execution of Orders.** Seller reserves the right to execute orders in parts and to invoice every part separately. Any costs related hereto are completely at the Customer's expense.

(m) **Delivery time.** The times of delivery and/or delivery dates are purely informative, they are therefore only indicative and not binding. Delay in the delivery of the Goods does not give the Customer the right to terminate the Sale/Purchase Agreement at Seller's expense, nor does it give the Customer the right to any form of compensation. In the event that such delivery times are not met by Seller, the Customer has no right to cancel the order either wholly or in part or to return the Goods at the expense and risk of the Seller, or to refuse either all or part of the delivery. The Customer can also not suspend its payment obligations to the Seller on this basis. Any event beyond the Seller's will or control or which impedes the Seller to fulfil its obligations will be considered as a case of force majeure, such as accidents, incidents, war and its consequences, bad weather conditions, breakdowns at Seller's supplier(s) or subcontractor(s) plant(s), difficulties in transport, etc... which occur at Seller's or at Seller's supplier's or (sub)contractors.

(n) **Modifications.** Modifications to an order at the Customer's request automatically cancel the initially proposed estimated times of delivery.

(o) **Refusal of Goods.** If the Customer refuses to accept or receive the ordered Goods, Seller has the choice between (a) the execution in kind, in particular to force the Customer to accept the delivery, or (b) a penalty compensation of 20% of the agreed Fees for non-execution and termination of the Sale/Purchase Agreement at the Customer's expense, without prejudice to its right to recover the actual damages.

(p) **Transport.** The Goods travel at the Customer's risk, even if the transport is paid by Seller. The Customer is obliged to insure these risks. If the Customer is not present at the agreed delivery address and time, thereby making the delivery impossible, then the costs for a second delivery will where appropriate additionally be charged and will be payable

on the expiry date of the principal amount of the invoice issued by Seller for the delivery of the Goods.

(q) **Protest of invoices.** Protest of invoices of Seller must be motivated in writing by registered mail and must reach us within 8 days after the invoice date. In order to be validly made, each complaint with regard to advance payments, payments and invoices must be done by Customer via registered letter to Customer's registered seat within 8 calendar days as from receipt of the invoice. The date of invoice is

irrevocably deemed to be the date of sending of the invoice. Payment of the invoice without any objection within the contractual term is always and without any exception deemed to be irrefutable proof of the executed supplies of Goods. The recording of the invoice in Seller's accounting and/or in Seller's VAT declaration constitutes irrefutable proof of the sending of the invoice or order.

(r) **Guarantee.** Seller does not provide any other guarantee than those expressly stated in these Conditions. The guarantee of Seller is limited to those obtained by Seller from its own supplier(s) or (sub)contractor(s). The Goods however may not be treated or processed by Customer. The possible guarantee of the relevant supplier or (sub)contractor does however not extend to: physical damages, consecutive or consequential damages, immaterial damages or commercial damages caused to the Customer or to third parties; wrong or incorrect use, treatment or processing of the Goods, -damages caused by force majeure or unforeseen circumstances; use or alteration of the Goods which do not conform with Seller's instructions; willful misconduct or express fault of Customer or the user of the Goods; damages one by humidity or freezing temperatures;

2. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE APPLICABLE CONTRACTUAL DOCUMENTS, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SUPPLY OF GOODS, WHETHER EXPRESS, IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SELLER OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF CONDITION OR OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3. Liability

The Customer accepts full liability for all harm, both direct and indirect, including loss of profits, that may be the consequence of any non-compliance by the Customer with any obligation or undertaking provided for by law and/or by these General Terms and Conditions (GTC), the Order Form and/or the Sale/Purchase Agreement.

The Customer must also hold the Seller harmless and indemnified for and against all claims that may be made by third parties by reason of losses, damages, physical injury, or in any other form whatsoever against the Seller in consequence of any breach by the Customer of any the Order Form and/or Sale/Purchase Agreement or legal obligation.

The Customer is jointly and severally liable with and for the actions, inactions, errors and omissions all third parties contracted by Customer for all damages and losses, whether direct or indirect, caused by any reason whatsoever to the latter, and which might be caused by the Customer and such third parties.

4. Limitation of Liability

SELLER NOR ITS AFFILIATES, SUPPLIERS OR SUBCONTRACTORS SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, REPLACEMENT OR RECOVERY COSTS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING OUT OF BREACH OR FAILURE OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF ORDER FORM AND/OR SALE/PURCHASE AGREEMENT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF SELLER AND ITS AFFILIATES AND LICENSORS FOR ANY



AND ALL CLAIMS, ACTIONS OR PROCEEDINGS BASED ON BREACH OR REPUDIATION OF SALE/PURCHASE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE ARISING

OUT OF OR IN CONNECTION WITH AN ORDER FORM AND/OR SALE/PURCHASE AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC SUPPLY OF GOODS THAT DIRECTLY CAUSED THE DAMAGE.

The liability of Seller is in any case limited to compensation for foreseeable, direct and property damage. Seller cannot be held liable for unforeseeable, non-property, intangible, indirect, or consequential damage, or loss of use or loss of profit suffered by the Customer or third parties. The Customer is bound to regularly test the quality of the Goods and when defects are noticed, the processing of the Goods should not be started up or is to be stopped immediately.

If a delivery of Goods is only partially compliant or defective, only the alleged defective or non-compliant part or portion should be returned, and in no case the entire Order. In the case of delivery of defective portion or part of the Goods the responsibility of Seller is limited to the free replacement of that portion or part of the Goods. Seller can never be held liable for any damages that might be caused by the Goods supplied, when these have been put in production or operation by the Buyer or processed by the Buyer or by any other third party who bought, used or processed them from or on behalf of the Buyer. The Seller can furthermore not be held liable by the Customer for harm to Goods that should be the object of Goods Insurance.

Should the contractual or extra-contractual liability of the Seller be proven, the liability of Seller for loss or damages to Goods subject to the Supply of Goods is limited to damages or losses caused by an operational fault of Seller (no all-risk property liability!) for a maximum amount equal to the value of the effectively lost or damaged Goods and the delivery costs, if any. The amount that the Customer receives in the context of this limited liability may, however, not be more than his proportional share of the various claims that may arise from a single loss, and such as this might be claimed by the Customer.

Seller is in any event (but not limited to the below cases) relieved of all liability for the following, whereby this list is by no means exhaustive :

- indirect, consequential and non-property damages or losses, including third party claims, such as among other things waiting times, demurrage, business losses, etc.;
- Penalties, damages or losses for late performance of delivery of Supply of Goods or Goods
- all losses before and after the period the Seller has the Goods in its care;
- force majeure;
- third party error;
- concealment or false declaration by the Customer or third parties;
- damage to the Goods covered by the Goods insurance as set out in Article 5 (Goods Insurance)

Gadot will have no liability for Shrinkage Allowance which is defined as follows: any loss of Goods or Product which is less than half a percent (0,5%) of the total quantity received from Customer by Gadot per year as well as any loss of Product due to evaporation, shrinkage, line loss or clingage and/or line flushings.

5. All-risk Property Insurance for Goods delivered to or manufactured by Seller

The Customer undertakes to cause the Goods and his liabilities pursuant to these General Terms and

Conditions (GTC) to be insured against all risks (“Goods Insurance”) with waiver of recourse by the insurer and the Customer himself against the Seller except in case of damages or losses caused by the operational fault of the Seller. The Customer undertakes to submit the relevant insurance certificates to the Seller prior to delivery of the Goods subject to the Supply of Goods at the premises of Seller. All deductibles and exclusions of the Goods Insurance shall be for the sole account of Customer.

6. Force Majeure

1. Definition. “Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the Sale/Purchase Agreement, if and to the extent that the party affected by the impediment (“the Affected Party”) proves: a) that such impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the Sale/Purchase Agreement; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

2. Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the Sale/Purchase Agreement, the contracting party may invoke Force Majeure only to the extent that the requirements under paragraph 1 of this Clause are established both for the contracting party and for the third party.

3. Presumed Force Majeure Events. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;

c) currency and trade restriction, embargo, sanction; d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; e) plague, pandemic, epidemic, disease, natural disaster or extreme natural event, earthquake; f) government measures or decisions, explosion, fire, destruction of equipment, measures of government in general, late delivery, third party strikes, bankruptcies of third parties, labor shortage, fuel shortage, destruction of facilities or parts of same prolonged break-down of transport, telecommunication, information system or energy; g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises. ; h) destruction of the storage facilities or parts of same, loss of certification, permits, authorizations to operate equipment, tanks or the plant, unsafe situations occurring that endanger the safe and professional operation of the plant, equipment, tanks and/or that endanger business continuity

4. Notification. The Affected Party shall give notice of the event without delay to the other party.

5. Consequences of Force Majeure. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of Sale/Purchase Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice. Seller shall be excused from performance or punctual performance for so long as the cause of prevention or delay continues.

Every form of force majeure releases Seller from its liability.

6. Temporary impediment. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

7. Duty to mitigate. The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Sale/Purchase Agreement.

8. Agreement termination. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the Sale/Purchase Agreement, either party has the right to terminate the Sale/Purchase Agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Sale/Purchase Agreement may be terminated by either party if the duration of the impediment exceeds 30 days.

9. Unjust enrichment. Where paragraph 8 above applies and where the Customer has, by reason of anything done by Seller in the performance of the Sale/Purchase Agreement, derived a benefit before the termination of the Sale/Purchase Agreement, the Customer deriving such a benefit shall pay to Seller a sum of money equivalent to the value of such benefit.

10. A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the Sale/Purchase Agreement.

11. Notwithstanding paragraph 11 of this Clause, where a party to a Sale/Purchase Agreement proves that:

a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the Sale/Purchase Agreement; and that

b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

Where paragraph 11 of this Clause applies, but where the parties have been unable to agree alternative contractual terms as provided in that paragraph, the party invoking this Clause is entitled to terminate the Sale/Purchase Agreement with a 90 days' notice period, but cannot request adaptation by the judge or arbitrator without the agreement of the other party.

7. Confidential Information

“Confidential Information” means all information disclosed by either party (as “Discloser”) directly or indirectly in any form such as written, oral or visual, in machine-readable or other tangible form, relating to its business. Confidential Information includes but is not limited to patents, trade secrets, research and development plans, current and future products, product pricing, Customers lists, markets, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, and software source code. Excluded are information: (a) known to Recipient before receiving it from Discloser; (b) independently developed by Recipient without use of or reference to any Confidential Information of Discloser; (c) acquired by Recipient from another source not otherwise subject to confidentiality obligations; or (d) in the public domain through no fault or action of Recipient.

Protection of Confidential Information. Recipient shall use no less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information of Discloser. Recipient shall not knowingly disclose Confidential Information to any third party, except on a need-to-know basis and for purposes of a Sale/Purchase Agreement, and under confidentiality obligations at least as restrictive as contained herein. Each party may disclose Confidential Information to its Affiliates in the administration or performance of a Sale/Purchase Agreement. While maintaining the confidentiality of Customer's Confidential Information, Customer permits Seller to gather and use Supply of Goods usage data for business intelligence purposes, including for Seller to develop new features or functionalities that will benefit users of the Supply of Goods.

Required Disclosure. If Recipient is required by law to disclose Discloser's Confidential Information or the terms of a Sale/Purchase Agreement other than as permitted under this Section, Recipient will give prompt



written notice to Discloser before making the disclosure, unless prevented by the legal or administrative process, and will reasonably assist the Discloser to obtain when available an order protecting the Confidential Information from public disclosure.

Remedies. Recipient acknowledges that any actual or threatened breach of this Section may cause irreparable, non-monetary injury to the Discloser. Accordingly, the Discloser is entitled to seek injunctive relief in addition to all remedies available at law and/or in equity, to prevent or mitigate any breaches of these General Terms and Conditions (GTC) or any Sale/Purchase Agreement, or any damages that may otherwise result from those breaches.

8. Data Protection

Seller and its affiliates may collect, use, process, transfer, and store Personal Data in the form and manner described in Seller BELGIUM's Privacy Statement and GDPR Readiness Statement.

Seller as Data Controller: Seller may collect certain personal or personally identifiable information, such as name, e-mail, phone number, postal address, IP address, position and other related information ("Personal Data") of Customer's representatives (e.g. employees and agents) when necessary to establish and/or perform a Sale/Purchase Agreement. Personal Data of Customer's representatives may be transferred to, processed, and stored in the European Union or other jurisdictions in the operation of Seller's business and for the performance of a Sale/Purchase Agreement.

Seller as Data Processor: As Data Processor, Seller will never process Personal Data for and on behalf of the Customer. Customer as a Controller represents and warrants that Customer (i) will transfer to Seller only Personal Data necessary for the performance of the Sale/Purchase Agreement, (ii) has provided notice to and obtained all necessary consents of the data subject for the transfer and use of Personal Data to Seller; and (iii) maintains security and safety measures in the transfer and access to Seller of Personal Data.

Seller takes reasonable and appropriate measures to safeguard the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. Customer can request access to Personal Data that Seller maintains. To protect privacy of Personal Data, Seller will take reasonable steps to verify Customer's or the requesting person's identity before granting access to or making changes to Personal Data.

9. Ownership

All trademarks and supply of Goods marks (registered or not), patents, copyrights, trade secrets, and all other intellectual property and proprietary rights in and to Seller BELGIUM's logos, trademarks, standard documentation, operation procedures, processes and practices and information used for the execution of the Supply of Goods and/or Supply of Goods including in any copy, translation, localization, adaptation, improvement, development, or derivative thereof ("**Intellectual Property**"), are and will remain the exclusive property of Seller, its affiliates or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall not acquire any rights to or take any action prejudicial to Seller's Intellectual Property rights. Customer waives and will not exercise any rights it may have in the Intellectual Property, and shall cause its employees and contractors to do the same.

Customer may not use the Seller trademarks or other Intellectual Property. Customer shall not alter or remove any Seller trademarks applied to the Supply of Goods. Customer shall not challenge or assist others to challenge the Seller trademarks, Intellectual Property or the registration thereof or attempt to register any trademarks, supply of Goods marks or trade names confusingly similar to those of Seller, its affiliates or its licensors.



10. Governing Law

This Sale/Purchase Agreement shall be governed by and interpreted in accordance with the laws of Belgium, the place of performance of the Supply of Goods. In case of dispute only the court of Ghent shall be competent.

The parties exclude from this Sale/Purchase Agreement the application of the United Nations Convention on Sale/Purchase Agreements for the International Sale of Goods. Seller may seek injunctive relief or file for collection of debt in Belgian courts as may be necessary.

11. Compliance with Laws

Customer shall, at its expense, comply with all laws, regulations, authorizations, and any legal requirements in its jurisdiction that apply to its performance of the Sale/Purchase Agreement and to the Supply of Goods.

Seller's provision of the Supply of Goods, technical information, and related materials is not subject to EU and US export control and trade sanctions laws and regulations ("**Trade Controls**"). Customer acknowledges to be solely liable and responsible for the application of such Trade Controls for the Goods handed over to Seller for the

provision of the Supply of Goods or for the Goods manufactured, filled, blended or tolled as part of the Supply of Goods. Customer agrees at its sole risk and cost to (i) comply strictly with the legal requirements established under the Trade Controls, (ii) cooperate with Seller in any official or unofficial audit, inspection or investigation that relates to the Trade Controls, and (iii) not export, re-export, distribute, use or otherwise transfer, directly or indirectly, the Supply of Goods, any technical information or materials, or any related product thereof to any destination, company or person restricted or prohibited by the Trade Controls, unless authorized or permitted under applicable Trade Controls and unless Customer has obtained prior written authorization from Seller and the applicable governmental organization.

Customer agrees that Seller's Supply of Goods do not include any adherence, compliance or requirements related to Trade Controls. The compliance with Trade Controls will be an obligation of Customer only and non-compliance by Customer with Trade Controls may constitute a breach of the Sale/Purchase Agreement.

12. Customer's Warranties

Customer is responsible for the proper and authorized use of the Supply of Goods. Customer represents and warrants that: (i) it will not use or allow use of the Supply of Goods for or in connection with any illegal or unlawful purpose or activity where the Supply of Goods are made accessible or available; and (ii) it will not use or deal with the Supply of Goods in any way that will expose Seller or any of its directors, officers, or employees to liability including without limitation under tax, fiscal, anti-money laundering, environmental, securities, anti-corruption or other penal laws, or Trade Controls.

13. Term and Termination

The Sale/Purchase Agreement commences on the date indicated in the applicable Sale/Purchase Agreement ("Effective Date") and continues for the period stated therein ("Term"), unless terminated as set forth herein.

Without prejudice to any of the parties' rights and obligations, either party may terminate the Sale/Purchase Agreement by written notice to the other party (i) if the other party is dissolved, declared bankrupt, granted suspension of payments, moratorium, has a receiver, administrator or manager appointed over the whole or part of its assets or business, (ii) if the business of the other party has been discontinued, or (iii) for material breach of a Sale/Purchase Agreement and such breach is incapable of



cure; or being capable of cure, remains uncured for 30 days after the breaching party receives detailed written notice thereof.

Seller may:

- terminate the Order Form or Sale/Purchase Agreement in whole or in part at any time, without liability, with a 90 days written notice (for convenience);
- suspend or terminate the Order Form or Sale/Purchase Agreement immediately upon written notice if Customer violates the terms set forth herein. Seller may terminate the Sale/Purchase Agreement in whole or in part at any time, without liability, immediate effect or with a written notice (for convenience);
- suspend or terminate the Order Form or Sale/Purchase Agreement immediately upon written notice in case of force majeure.
- terminate the Order Form or Sale/Purchase Agreement in case of an increase of more than 10% of the raw material costs, the energy costs, the labor costs, or the transportation costs related to the relevant delivery since the date of the Order Form or Sale/Purchase Agreement

This does not give the Customer any right to compensation, reimbursement, refund, credit, or any other damages or losses.

Upon the termination of a Sale/Purchase Agreement for any reason, all rights granted to Customer will cease and Customer will delete and destroy all copies of the documents received from Seller. Termination of any Sale/Purchase

Agreement does not relieve payment obligations due prior to termination and does not give either party any right to compensation, reimbursement, refund, credit, or any other damages or losses.

14. Audit

Seller shall be entitled, at its expense and with reasonable notice to Customer, to perform an audit at Customer's headquarters or any other relevant premises to verify Customer's conformity with its obligations.

15. Resale of Supply of Goods

Customer may obtain certain Supply of Goods from Seller for distribution, and/or resale to a third party only upon Seller's prior written consent and subject to a separate written agreement.

16. Miscellaneous

The Sale/Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter therein and supersedes any prior proposal, representation, or written agreement, except if specifically agreed otherwise. Any modification or waiver of any provision of the Sale/Purchase Agreement is binding only if made in writing signed by both parties.

All notices or approvals must be given in writing to Seller at the address of Seller's registered seat. Notwithstanding the foregoing, Seller may give Customer notice electronically. Electronic notice to Customer is deemed given when transmitted to an email address furnished by Customer to Seller.

Customer may not assign or transfer its rights or duties in whole or in part to a third party without written consent of Seller. Notwithstanding the foregoing, Seller may assign its rights and/or obligations hereunder with notice to the other party, to (i) a related party, group company or affiliate, or (ii) an unrelated party pursuant to an assignment, transfer and conveyance of substantially all or a portion of its assets, a merger, consolidation or other corporate reorganization.

Any assignment in violation of this Section is void and of no force or effect.

If a court declares any provision of the Sale/Purchase Agreement as unlawful, void, or for any reason unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions. A Sale/Purchase Agreement may be executed by means of electronic signature, or in any number of counterparts, where all such counterparts taken together will be deemed to constitute one and the same instrument. A signed or e-signed copy of a Sale/Purchase Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed Sale/Purchase Agreement.

17. Technical and Operational Conditions

17.1. *Undertakings of the Customer.*

- The Customer declares that he has been given the opportunity to inspect the Goods upon their reception.
- The Customer agrees to ensure that upon the reception of the Goods this can take place on time and without delay. The Customer undertakes to provide for the required handling and transport facilities and to make these available effectively, in good time and at his own risk and liability on the site of the Seller. The Customer agrees to ensure that these facilities conform to all requirements of suitability, utility, and all technical and regulatory provisions.

17.2. *Loading, discharging and handling.*

- Unless otherwise agreed between the Seller and the Customer, the Goods subject to the Supply of Goods are received at the expense, risk and liability of the Customer, using the Customer's own provisions and means, which must ensure that the reception of the Goods proceeds in a professional, continuous, fast and effective manner in accordance with the regulations.
- Should the reception of the Goods take longer than is technically usual for the volume and nature of the consignment, the Seller is entitled to demand the termination of the operations and the vacation of the loading place. Should such an instruction not be immediately complied with, the Customer will be liable to the Seller for compensation, among other things because of the immobilization of the facilities. The loading of Goods takes place in the order determined by the Seller and in accordance with its directions. The stowage and loading of the Goods takes place at the risk, costs and subject to the responsibility of the Customer.

17.3. *Overtime.*

- It is agreed between the Customer and the Seller that all quoted rates and prices apply to those supply of Goods performed by the Seller during normal working hours and not on Saturdays, Sundays, public holidays or holidays given in lieu of same.
- Overtime performed at the request of or in the interests of Customer by carriers or third parties, among others, relating to the reception or release of the Goods - for example for the completion of loading on means of transport that has already been commenced - will be the subject of an additional charge to the Customer as per the Seller's commercial tariffs.
- The Seller will inform Customer of this by telephone, email, fax, or by any other means, whenever such is physically possible.

17.4. *Measurements, nature and condition of the Goods.*

- The Customer discharges the Seller from testing the Goods for conformity to description, nature and condition.
- The Customer has the right in consultation with the Seller and at his own expense, risk and responsibility to cause checks to be carried out on the Goods and the operations conducted on them in the installations of the Seller.
- The volumes loaded into seagoing vessels and barges are determined from the difference

between the measurements made before and after the operation in the Seller's storage facility. The weight of the load of road tankers, tank containers and rail tankers is determined from the difference in their weight before and after loading or discharge as indicated by the weighbridges of the Seller.

- When the Customer does not supervise these measurements or weighing or cause them to be supervised, the quantities determined by the Seller will be binding on both parties.

17.5. *Customs and Customs clearance*

- If Client requires GADOT to execute certain customs clearance on behalf of Client. This will be done at the account of Client and at the sole risk and perils of the Client, subject to the signature of Gadot's standard letter of indemnity and power of attorney for customs clearance.
- It is expressly understood that possible other costs related to customs clearance formalities and obligations will be anticipatively paid by Client to GADOT by way of a provision for such fees at the first demand of GADOT or if this is not practically possible within 5 days after GADOT issuing the corresponding invoice. The same rules apply for any fines, penalties, costs, taxes and retributions related to the customs clearance
- With regard to the above customs clearance executed by GADOT, Client shall at its own expense fully and without any exception or reservation defend, protect and hold harmless GADOT against said claim or any loss or liability arising thereunder, including all legal, defense and court costs, fines, penalties, costs, taxes and retributions related to the customs clearance.
- GADOT bears no responsibility or liability regarding any customs clearance costs, fines, penalties, costs, taxes and retributions related to the customs clearance
- In the further event Client shall fail to so defend and/or indemnify and save harmless, then in such instance GADOT shall have full rights to defend, pay or settle said claim on their behalf with full rights to recourse against the undersigned or all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.
- If a Customs product category indicates that a total volume loss of a certain percentage is allowed, this is for the sole account of the Client.
- According to Belgian law all additional loss will be charged at the highest product excises category of the product Custom group. In this excise category this is regular diesel. Gadot cannot be held responsible for the payment of this amount.
- The volume of product as present in the Gadot land tanks and measured as per clause 17.4 above will be declared to the Customs Authorities.

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