

**NELIPAK CORPORATION**

**Standard Terms and Conditions of Purchase of Goods and Services**

Please read these Standard Terms and Conditions of Purchase of Goods and Services carefully. They materially affect the parties' obligations. Nelipak Corporation and its applicable affiliates will place orders and do business only under these Terms and Conditions of Purchase of Goods and Services.

1. **Definitions and interpretations.** In these Conditions the following words and expressions shall have the following meanings:

"**Affiliate**" means any person that directly or indirectly controls, or is controlled by, or is under the common control with, Seller or Buyer, as applicable, at any time; and for this purpose control over any person shall mean the power to direct the management or policies of that person;

"**Applicable Data Protection and Privacy Laws**" means the GDPR, the California Consumer Privacy Act of 2018, as amended and supplemented by the California Privacy Rights Act of 2020, as may be further amended from time to time, and their implementing regulations ("**CCPA**"), and any other applicable data protection and privacy laws;

"**Buyer**" means the buyer of the Goods and/or Services as stated in the Contract;

"**Conditions**" means these Standard Terms and Conditions of Purchase of Goods and Services;

"**Contract**" means a legally binding purchase contract between Seller and Buyer for the purchase of Goods and/or Services either ordered under a Purchase Order and accepted by Seller in accordance with Section 2 or agreed between the parties pursuant to a purchase contract;

"**Delivery Address**" means the address for delivery of the Goods to Buyer set forth in a Purchase Order or otherwise as agreed between the parties;

"**Delivery Date**" means the delivery date set forth in a Purchase Order or otherwise as agreed between the parties;

"**Force Majeure Event**" means an act of government or of public authorities, natural disasters, war, riots, strikes with the exclusion of strikes internal to a party, fire, flood, civil rebellion or terrorism, that is in each case beyond the reasonable control of the affected party and not susceptible of being planned for or avoided by reasonably prudent persons or entities providing or operating a business similar to the affected party;

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), or, with respect to Data Subjects in the United Kingdom, the UK Data Protection Act of 2018; and the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Special Categories of Personal Data**" and "**Processing**" shall have the same meaning as in the GDPR.

"**Goods**" means the products or other goods detailed in a Purchase Order or Contract as accepted by Seller pursuant to Section 2;

"**Intellectual Property Rights**" means any patents, trademarks, service marks, registered designs, database rights, applications for any of the foregoing, copyright, unregistered design rights, know how, trade secrets and any other similar protected rights anywhere in the world;

"**Law(s)**" means all applicable laws (whether civil, criminal or administrative), common laws or civil codes, statutes, subordinate legislation, treaties, regulations, directives, by-laws, binding codes of practice or other mandatory legal rules in any jurisdiction, in each case for the time being in force; and binding judgment, order, decree, award, demand, ruling, injunction or decision from any governmental authority;

"**Payment Term**" means the payment term set forth in the Contract or applicable Purchase Order or otherwise within sixty (60) days after the later of (i) delivery of the Goods or performance of the Services in accordance with the terms of the Contract or (ii) receipt of invoice from Seller;

"**Price**" means the price of the Goods and/or Services as agreed in writing between the parties in the Contract;

"**Purchase Order**" means Buyer's written purchase order;

"**Relevant Incoterm**" means DDP according to the International Chamber of Commerce Incoterms of 2020;

"**Seller**" means Seller of the Goods and/or services as stated in the Contract;

"**Services**" means the services detailed in a Purchase Order or Contract as accepted by Seller pursuant to Section 2;

"**Specification**" means the specification of the Goods and/or Services published by Seller and all specifications agreed in writing by the parties from time to time.

2. **Complete Agreement.** These Conditions, any Purchase Order and any Specifications or attachments hereto are incorporated into and made an integral part of the Contract between Buyer and Seller as named in the Contract. Terms that are not defined in these Conditions shall have the meanings given to them in the Contract. No other terms or conditions shall be binding upon Buyer and a Purchase Order may only be accepted upon these Conditions and any terms and conditions set forth in the Contract. Any additional or different terms and conditions in Seller's acceptance, acknowledgment, invoice, or other response shall be deemed objected to and rejected by Buyer and shall be of no effect. Any Purchase Order constitutes an offer by Buyer to Seller and is not binding on Buyer until accepted by Seller. If any Purchase Order or these Conditions are not acceptable, Seller shall immediately advise Buyer in writing upon

receipt of the Purchase Order and withhold shipment of Goods or provision of Services until the matter is resolved. Such Purchase Order shall be considered as accepted by Seller if not contested promptly after receipt by Seller or otherwise within the timeframe expressly referred to in such Purchase Order. In all cases, acceptance of the Purchase Order by Seller, including these Conditions, will occur upon the first to occur of any of the following events: (i) when Buyer receives written acknowledgment that Seller has accepted the Purchase Order, or (ii) when Buyer is aware that Seller has commenced performance thereunder.

- 3. Prices.** The Prices are fixed for the entire term of the Contract and constitute total compensation by Buyer to Seller for the purchase of the Goods and/or Services. Unless otherwise agreed in writing, the Price is inclusive of delivery of the Goods to the Delivery Address (pursuant to the Relevant Incoterm) and/or the provision of Services (i.e. including without limitation packaging, transportation, insurance, storing and in addition to all expenses for work time, travelling and accommodation costs). The Price is otherwise exclusive of all value added sales, use and similar taxes which shall be stated by Seller on its invoices and be payable by Buyer. Seller warrants that the Prices charged Buyer are no higher than prices charged on orders placed by others for similar quantities under similar conditions. If Seller shall establish, prior to shipment under any Purchase Order, lower prices or terms more favorable to Buyer than those stated on that Purchase Order, the lower prices or more favorable terms will apply to that Purchase Order.
- 4. Deliveries** Seller will deliver the Goods and perform Services on the Delivery Date. Time is of the essence with respect to Seller's performance hereunder. Should Seller have reason to believe that the Delivery Date cannot be met, it shall immediately notify Buyer in writing. The notification shall specify the reason for the delay, when the Goods/Services are expected to be delivered and the measures that have been or will be implemented to limit the delay. If delivery of the Goods or rendering of the Services is not completed by the time agreed between the Parties, Buyer reserves the right (among other rights and remedies) without penalty or liability, to terminate the Contract and/or applicable Purchase Order and/or to purchase substitute Goods and/or Services elsewhere and/or to charge Seller with daily penalties of 1 % of the total purchase price. Should Buyer suffer a loss and/or costs as a result of the delay that is greater than the daily penalty, Buyer is entitled to be compensated by Seller for any damages in excess to above penalties. Seller shall suitably pack, mark and ship Goods in accordance with instructions, if any, from Buyer. All shipments and deliveries of Goods shall be pursuant to the Relevant Incoterm. When necessary, Buyer reserves of the right to carrier selection. Notwithstanding the foregoing, risk of loss and title to all conforming Goods and/or Services provided under a Purchase Order shall pass to Buyer upon delivery, or at the time of acceptance by Buyer, whichever is later; provided, however, that, in the event the Goods and/or Services subsequently are rejected by Buyer for any reason, risk of loss and title shall be divested from Buyer and shall revert immediately to Seller. Buyer may at any time after entering into the Contract or issuing any Purchase Order demand to Seller, in writing, changes to be made to the quality and/or quantity of the Goods or Services, as well as changes to the Delivery Date. The purchase price for the change shall be based on the same cost and profit levels as those on which the original price for the Goods or Services was based. Buyer is entitled to require Seller to submit a change proposal that states the price of the change and how the change work will progress.
- 5. Inspection and Acceptance.** All Goods and/or Services provided under the Contract can be subject to inspection and test by Buyer on reasonable notice at all reasonable times and places including, without limitation, the place of manufacture. Final inspection and acceptance of all Goods and/or Services provided under the Contract may be made after delivery at the Buyer's designated point, notwithstanding any prior payment or inspection. Buyer shall have no obligation to inspect or accept any Goods or Services.
- 6. Termination.** The Contract or any Purchase Order (or any unfulfilled portion thereof) may be terminated by the Buyer as follows: (a) Without having or giving a reason, after Buyer gives fifteen (15) days' written notice to Seller of such termination (or after giving any "Termination Notice" defined in the Contract); (b) Effective immediately upon giving written notice to Seller if Seller fails to fulfill any of its obligations as due or as provided in the Contract; (c) upon Buyer providing written notice to Seller if a Force Majeure Event impacts either Buyer's or Seller's performance for more than 15 days; and (d) effective immediately: (i) if Seller has become insolvent, been put into compulsory liquidation, entered into debt-settlement proceedings with its creditors, or otherwise has problems meeting its payment obligations, or (ii) if Seller or its operations are the object of a merger, takeover or similar event, or (iii) if Seller or its operations are wound up, dissolved or closed down, or (iv) if Seller or its operations significantly change profile or are significantly reduced or weakened as a player in the market, or (v) if any other significant changes in the ownership of and/or control over the Seller or its operations occur. In the event of termination, Buyer will only be liable for payment of Goods and/or Services actually completed prior to the effective date of termination. Any amounts paid prospectively by Buyer (e.g., as deposits or advances) for Goods and/or Services not actually provided as of the date of termination shall be immediately returned to Buyer by Seller.
- 7. Seller's Obligations.** Seller shall provide any Goods and/or Services in consultation with Buyer's contact person designated by Buyer and in accordance with the Contract. Seller acknowledges and agrees that Buyer makes no minimum commitment of purchases, work, time or compensation to Seller hereunder. Buyer may request that Seller provide the Goods and/or Services, if at all, only on an as-needed basis pursuant to the Contract, such need being determined in Buyer's sole discretion. Seller will maintain a system (consistent with standard industry practice) to control and implement changes to specifications for Goods, raw materials, manufacturing and/or packaging processes, testing and qualification procedures, distribution procedures and documentation related thereto, in accordance with applicable Laws. Upon approval by Buyer of the initial Good, all changes or deviations considered by Seller must be submitted to Buyer in writing for review and approval prior to making any changes. When Seller submits changes for Buyer's approval, the information submitted must include a complete description of the proposed change and, working jointly with Buyer, Seller must determine the effect the change will have on all characteristics of the Goods. Upon request, Seller shall submit samples of the proposed Goods for evaluation and approval by Buyer. Seller shall not implement any such change without Buyer's prior written consent. Buyer will have the right to review and approve or reject any such changes in writing prior to implementation and will have the right to require validation of any such change. Additionally, Seller shall give Buyer at least twelve months' notice of any intent to discontinue any Goods or shut down or move a manufacturing line on which any Goods are produced. It is in both Seller's and Buyer's interest to review any potential changes as early in the potential change process as possible.
- 8. Buyer' Obligations.** (a) Provided that Seller fully performs its obligations as described in the Contract, Buyer shall pay to Seller the Prices for any Goods and/or Services actually provided in accordance with the terms of the Contract. Invoices shall be issued, and payments shall be made in accordance with any due dates, "milestones" or other terms specified in the Contract. If not otherwise specified, Seller shall invoice Buyer on a monthly basis for any Goods and/or Services at Prices agreed in the Contract. Buyer shall pay all duly submitted and undisputed invoices in accordance with the Payment Term. Each invoice shall include relevant and detailed specification in which the purpose of the charging is clearly stated and well specified per item. If the Goods and/or Services do not fulfill all the requirements of the Contract, or have not been delivered or performed according to the Contract, Buyer has the right to withhold payment. Buyer's payment

of the Price does not constitute acceptance of Goods or Services, and Buyer's obligation to pay the Price will be subject to any abatement, reduction, setoff, defense, counterclaim, or recoupment for any reason whatsoever. (b) Seller acknowledges and agrees that, except to the extent otherwise specifically provided in this Agreement, the Prices (and other payments so specifically provided) shall be Seller's sole recompense, that Buyer has no obligation to pay any other additional fee or amount to Seller or to any third party. (c) No payment by Buyer shall limit Buyer's right thereafter to contest the accuracy of any invoice or to reject any nonconforming or deficient Goods and/or Services. Only if the Contract or applicable Purchase Order expressly so allows, Buyer shall reimburse Seller for reasonable, out-of-pocket expenses incurred exclusively for the purposes of fulfilling Seller's obligations under such Contract or applicable Purchase Order. Reimbursement is contingent on Buyer's prior approval, Seller's presentation of reasonable documentation, and Buyer's verification of expenses.

**9. Warranties.** Any Goods and/or Services purchased pursuant to the Contract shall be subject to all warranties, either express or implied by law, including, without limitation, warranties of title, merchantability, and fitness for a particular purpose. Seller warrants that all Goods provided under the Contract shall be free from defects in design, material, workmanship, and title, and shall be at least equal to industry recognized standards or codes or of the best quality if no quality is specified. Goods used to correct nonconformity shall be similarly warranted. Seller further warrants that the Goods and/or Services to be furnished shall (i) be in full conformity with the Specifications, any other Buyer's specifications, drawings, data, and quality requirements and Seller's samples, (ii) be merchantable, and (iii) be fit for the purpose and use intended by Buyer. Seller further hereby warrants that on delivery Buyer shall receive good title to the Goods free and clear of all liens and encumbrances and that all Goods and/or Services, including, without limitation, the sale or use thereof, shall be free from any actual or claimed infringement, misappropriation or other violation of any patent, copyright, trademark, trade secret or other intellectual property or proprietary right. Seller further hereby warrants that all Goods and/or Services sold hereunder shall comply with, and be manufactured, produced, marked, labeled, branded, sold, delivered and furnished in strict compliance with, all applicable Laws and all policies of Buyer, including without limitation the Supplier Code of Conduct of Buyer. Seller agrees that its warranties shall survive acceptance of the Goods and/or Services and shall be in addition to any other warranties given to Buyer by Seller. Seller's warranties, including, without limitation, any more favorable warranties, service policies, or similar undertaking of Seller, shall be enforceable by Buyer and the users of Buyer's products. Seller warrants that it has and will utilize people with the necessary skills and tools to perform the work and will comply with any scope of work requirement. In case of any breach of warranty with respect to, or other nonconformity of, the Goods and/or Services, Buyer will notify Seller in writing within a reasonable time of the breach or non-conformity being discovered. Buyer shall, at its sole option, either give Seller a reasonable time to correct any breach of warranty or nonconformity, or ask for a price reduction, or cancel the Contract or applicable Purchase Order as to such Goods and/or Services and retain its rights to purchase substitute Goods and/or Services as provided by law, or Seller's refund of previously paid money for the non-conforming Goods and/or Services or retain the payment of any amount due to Seller. Buyer may also charge Seller for all expenses of unpacking, examining, repacking and reshipping any nonconforming Goods and any other related additional costs. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any foregoing warranties or guarantees, including, without limitation, any incidental or consequential damages and the Buyer shall therefore be entitled to any compensation in that respect.

**10. Recall.** Seller shall promptly inform Buyer if Seller becomes aware of any issue with the Goods or Services that could reasonably be expected to cause damage, illness, injury or death to humans, animals, or property, or the noncompliance of the Goods or Services with any applicable safety or regulatory standard or law, whether imposed by a government entity or by Buyer. If a government agency initiates any inquiry or investigation relating to the Goods or Services, Seller shall notify Buyer immediately thereof and provide to Buyer copies of any correspondence from or to such government agency. If the Goods are subject to a Recall, or any Finished Goods are subject to a Recall as a result of the Goods or any Services, Buyer shall be entitled to solely control and implement the Recall in its sole discretion, and Seller shall, upon request by Buyer, fully cooperate with Buyer in the implementation of such Recall. Buyer shall have complete control over whether and when to issue a Recall and the scope of such Recall, and Seller shall not initiate a Recall without prior consultation with, and consent of, Buyer. Seller shall be responsible for, and shall reimburse Buyer for, any and all Recall Costs on Buyer's demand therefor. Buyer shall solely conduct any and all initial and subsequent contact and reporting of the Recall to any customer and/or government agency or regulatory body having jurisdiction over the affected Products that are the subject of the Recall, and Seller shall not contact or communicate with any customer of Buyer (whether direct or indirect) and/or any government agency or regulatory body about the Recall, without the express written consent of Buyer. "Recall" means that a Product or a Finished Good becomes the subject of a removal from the stream of commerce or the subject of a corrective action plan or other remedial action initiated by a government entity, Seller, Buyer, or Buyer's customers (whether direct or indirect). "Finished Goods" means any goods (i) into which the Goods are incorporated or with which the Goods are co-packaged or commingled or (ii) regarding which Seller provided its Services. "Recall Costs" means any and all expenses and losses incurred by Buyer in connection with a Recall, including but not limited to refunds to Buyer's direct or indirect customers (or their end users), lost profits, loss of goodwill, transportation costs and other costs associated with removing the recalled Goods or Finished Goods from Buyer's location or from Buyer's direct or indirect customers' locations, transportation costs and other costs associated with delivering the replacement Goods or Finished Goods to Buyer's location or to Buyer's direct or indirect customers' locations, the costs of Buyer's labor and overhead in conducting the Recall, the costs associated with replacing the Goods or Finished Goods, systems expenses in processing any Recall, any fees, penalties, or fines imposed by any of Buyer's customers (whether direct or indirect) or by any governmental entity or regulatory body in connection with the Recall, and all other costs associated with the Recall.

**11. Hazardous Goods.** Hazardous Goods must be marked by Seller with International danger symbols; accompanying documents must include declaration of the hazard and the name of the material in English. Seller must observe the requirements of applicable Law relating to carriage packaging, and labelling of hazardous Goods. All information held by, or reasonably available to Seller, regarding any potential hazards, known or believed to exist, relating to the Goods or in the performance of the Contract shall be promptly communicated to Buyer.

**12. Insurance; Indemnity.**

(a) Seller shall at its own expense maintain, and cause its subcontractors to maintain, sufficient insurance to cover its liability under the Contract, including any insurance that is legally required; provided that such Seller's coverage shall be in at least the following amounts:

- (i) public liability coverage of not less than \$2.5 million per occurrence;
- (ii) product liability or completed operations liability of not less than \$2.5 million per occurrence;
- (iii) professional indemnity of not less than \$2.5 million per occurrence, and (iv) excess liability coverage of \$5million per occurrence.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled, not renewed, have restrictive modifications added, nor other material changes made, until at least thirty (30) days' prior written notice has been given to Buyer. In the event that Seller (or Seller's subcontractors) fails to obtain or maintain any insurance coverage required under these Conditions, Buyer may, at its option, purchase such coverage and charge the expense thereof to Seller

or terminate the Contract. All insurance shall be primary as to any other insurance or self-insurance programs afforded or maintained by Buyer. Prior to commencement of delivering or providing Goods or Services, Seller shall provide Buyer with a Certificate of Insurance as an appropriate endorsement providing evidence of the above-mentioned insurance and naming Buyer as an additional insured. Renewal certificates shall be provided at the anniversary of each insurance policy.

- (b) To the fullest extent permitted by law, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and each of their customers, employees, officers, directors, agents, and assigns from and against any and all claims, damages, losses and expenses of any kind or nature whatsoever, including, without limitation, judgments, costs and attorneys' fees, arising out of or resulting from:
- (i) Seller's Goods or Services or Seller's performance of its obligations hereunder, inclusive of its subcontractors or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or breach of the Contract by Buyer;
  - (ii) Seller's failure to comply with applicable Laws; or
  - (iii) Seller's breach of any representation, warranty or covenant under the Contract, or
  - (iv) an breach by Seller of any representation, warranty, term or condition of the Contract or any act or omission of Seller or any of its subcontractors or representatives; or
  - (v) any actual or threatened injury, death or property damage arising from or relating to the Goods or Services, or
  - (vi) any claim or allegation that the Goods or Services infringe, misappropriate, or otherwise violate any patent, copyright or trademark, trade secret or other intellectual property or proprietary right of a third party; or
  - (vii) any Recall. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity/compensation which would otherwise exist as to any party or person described herein. In no event shall Buyer be liable for anticipated profits or incidental or consequential damages of Seller.

**13. Intellectual Property.** Buyer shall retain sole ownership of all right, title, and interest in and to all of its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, the "**Intellectual Property**"), and no licenses to any Intellectual Property are created hereunder. In addition, all documents, including drawings and specifications, deliverables or work product produced or acquired by Seller in connection with performance under the Contract and all Intellectual Property rights therein (collectively, "**Work Product**") will belong to and vest in Buyer upon creation without any restrictions on Buyer's use, including reproduction, modification, disclosure, or distribution of the Work Product. Seller is deemed to have assigned and does hereby assign all right, title and interest in and to Work Product to Buyer. Seller will execute such additional documents as Buyer may request to vest title in the Work Product to Buyer. Seller will not sell or otherwise dispose or transfer any Goods or Services that are supplied to Buyer under the Contract and that incorporates any of Buyer's Intellectual Property (including without limitation any Work Product). Any ideas, inventions or discoveries resulting from Buyer's use of Goods or Services sold hereunder or related thereto will be the sole property of Buyer.

**14. Confidentiality; No Publicity.**

(a) Any marketing plans, ideas, samples, specifications, designs, formulations, trade secrets, prices, financial data, research and development data, product information, business information or other information that Buyer directly or indirectly discloses in any form to Seller in connection with the Contract, or which Seller derives from such information or develops in providing any Goods and/or Services under this Agreement, as well as the existence and content of the Contract (collectively, "**Confidential Information**"), shall remain the exclusive property of Buyer and shall be kept confidential by Seller and shall not, without Buyer's consent, be disclosed to any third party or used except for purposes of the Contract. Notwithstanding the foregoing, no such information shall be deemed confidential and subject to non-disclosure to the extent that Seller can demonstrate by written record that it was previously known to Seller, became generally available to the public through no fault of Seller, was disclosed to Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by Law or legal process. Seller agrees to return all Confidential Information to Buyer, including, but not limited to, raw data, records, memoranda and reports, together with all photographic copies, handwritten notes, excerpts or other electronic or other copies thereof promptly after request by Buyer or, in any event, promptly upon expiration or termination of the Contract.

(b) Seller may not use Buyer's name or trademarks or disclose the terms or existence of the Contract to any third party, whether on Seller's customer lists, press releases, promotional or advertising materials, or otherwise, without Buyer's express prior written consent in each and every instance.

**15. Data Protection.** In the context of the purchase of Goods or Services, Buyer will access and otherwise Process, as a Controller, Personal Data, namely the following categories: name and surname, contact details, company name, job title, bank account details and financial information (including VAT number, and credit/income history), transaction history and communications of the following categories of Data Subjects: Seller's business owners, shareholders, company management, employees and sales representatives, for Buyer's own purposes, namely:

- (i) promotion, quotations, offers and tenders,
- (ii) sales and purchase order management,
- (iii) performance of the Contract and services,
- (iv) Seller's relationship management,
- (v) credit collection,
- (vi) compliance with anti-money laundering and fraud prevention regulations as well as other legal requirements,
- (vii) accounting and
- (viii) defense of Buyer's interests and claims. Buyer may share the Personal Data with its Affiliates, with suppliers that provide services on Seller's behalf or help Seller provide the Goods and Services to Buyer as well as with other third parties who perform functions for Buyer under their own responsibility, as well as government and public authorities, for all the purposes set out above. In respect of such Personal Data, if and to the extent Seller Processes such Personal Data, Seller acknowledges and agrees that it acts as a separate and independent Controller. Seller acknowledges that some of these recipients of Personal Data Processed by Buyer as a Controller may be located outside the European Union, including in countries which do not provide an adequate level of protection for Personal Data within the meaning of the GDPR. Seller shall provide all the necessary information required under Applicable Data Protection and Privacy Laws to the relevant Data Subjects and obtain all the necessary consents and authorizations for Buyer to Process such Personal Data for the purposes set out above. Seller may receive Personal Data of Buyer's employees in the context of a purchase of Goods or Services, and other pre-purchase and post-purchase activities. Seller acknowledges that it is a Controller of that Personal Data within the meaning of the GDPR and warrants that it will comply with Applicable Data Protection and Privacy Laws and be fully responsible and liable for any noncompliance. If either Seller or Buyer receives a request



from a Data Subject seeking to exercise such Data Subject's rights under Applicable Data Protection and Privacy Laws, the party receiving such request ("Receiving Party") shall first determine whether the Receiving Party is the party which originally collected such data from the applicable Data Subject or whether the Receiving Party originally received such data from the other party. If the Receiving Party initially collected the data from the Data Subject, the Receiving Party shall have the obligation to respond to such request in accordance with Applicable Data Protection and Privacy Laws. If the Receiving Party received such data from the other party, the Receiving Party shall

- (a) notify the Data Subject that the requested data was provided by the other party, acting as a separate Controller, and (b) promptly provide notice to the other party of such request, and the other party shall respond to such request in accordance with Applicable Data Protection and Privacy Laws.

- 16. Records; Audit.** Buyer shall at any time be entitled to conduct – and Seller shall assist in conducting – quality, safety, social and environmental audits as well as inspections of the Goods and its components on Seller's premises and on any subcontractors' premises. The performance of such audits and inspections is to be agreed on in further detail between the Parties. Seller shall ensure that the Goods/Services is manufactured/rendered, transported and delivered in accordance with generally accepted ethical practices, so that, for example, child labor is not used. To that extent, Buyer is entitled to ask any document/action plan to Seller as evidence of Seller's compliance with the Laws. Should Buyer find that Seller's or one of its Subcontractors' ethical practices are unacceptable, Buyer is entitled to immediately terminate in writing the Contract or any applicable Purchase Order. Seller shall maintain reasonably complete and accurate records relating to its performance under the Contract (i) in compliance with the Laws and (ii) as reasonably requested by Buyer, in order to substantiate the nature and extent of expenses reimbursable, fees payable, and performance rendered under the Contract. Seller shall within seven (7) days' notice provide such information and/or permit such inspection of its books and records by Buyer or its representatives as Buyer may reasonably request in relation to such expenses, fees, and performance.
- 17. Compliance with Laws, Ethics.** Seller represents, warrants and covenants that it shall at all times comply with Laws in connection with its performance under the Contract, including without limitation, the United States' Foreign Corrupt Practices Act and similar implementing legislation of other countries, the Fair Labor Standards Act, the Federal Occupational Safety and Health Act, Toxic Substances Control Act, and the Food and Drug Act, as amended and its implementing regulations. Buyer requires its vendors, suppliers, and third-party partners to conduct their business in an ethical and responsible manner by complying with Laws and adopting policies and practices, including those that respect human rights, strive to minimize the impact of operations on the environment, protect worker health and safety, provide fair labor conditions and preserve a fair and competitive marketplace. Seller further warrants that no part of its supply chain, directly or indirectly, is involved with human rights violations, including but not limited to, human trafficking, human slavery, or child labor. For the complete list of these and other requirements, refer to the Supplier Code of Conduct of Buyer. Seller agrees to comply with the Supplier Code of Conduct of Buyer.
- 18. Force Majeure.** Each party shall be excused from performing under the Contract only to the extent that performance is rendered unfeasible by a Force Majeure Event affecting such party as described above. In case of Force Majeure Event, the affected party will be discharged from its obligation provided however that the affected Party shall continue to take all reasonable actions within its power and capacity to comply as fully as possible herewith. The affected Party shall immediately notify the other Party by telephone, to be confirmed in writing, of the nature of the Force Majeure Event, thereby describing at a reasonable level of detail the circumstances causing such Force Majeure Event, the impact on the performance of its obligations under the Contract, the likely duration of the delay or non-performance and a formal plan to mitigate business disruption with Buyer.
- 19. Notices.** Any notice given to a party in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. A notice shall be deemed to have been received: if delivered personally, when left at the above referred address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if e-mailed, one business day after transmission. These notice provisions shall not apply to the service of any proceedings or other documents in any legal action.
- 20. Conflicts.** To the extent that any conflict arises between: (i) the provisions contained in any attachment incorporated as part of the Contract, on the one side, and the provisions of the Contract or these Conditions, on the other side; or (ii) these Conditions, on the one side, and the provisions of the Contract (for the avoidance of doubt, excluding any attachment or document incorporated by reference), on the other side; then in each such instance the latter shall prevail.
- 21. Relationships between the Parties.** Nothing in the Contract, and no action taken by the parties pursuant thereto, shall constitute a partnership, association, joint venture or other co-operative entity between the parties or make one party the agent or legal representative of the other party. Neither party is herein granted, nor shall it hold itself out as having, any right or authority to assume or create any obligation, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations hereunder, each party is acting as an independent contractor. Except in relation to any other agreement expressly referenced in the Contract, the Contract constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior agreements, understandings and communications, written or oral, with respect thereto. Each party warrants that it is not bound by any non-competition agreement or other obligation restricting its ability to perform its obligations under the Contract and that it has the requisite authorization to enter into the Contract and so to perform, without objection from or claim of anyone.
- 22. Severability and Survival.** If any provision of the Contract (including without limitation these Conditions or any Purchase Order) is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and the remaining part of such provision and all other provisions of the Contract shall continue in full force and effect. The terms and conditions of the Contract which are intended to survive its termination, shall survive for any reason whatsoever, including but not limited to the Price, Warranties, Confidentiality, Data Protection, Termination, Insurance, Indemnification, and Intellectual Property and applicable remedy provisions of these Conditions.
- 23. Waiver.** No waiver or other variation of any provision of the Contract shall be valid or effective unless in writing and signed by an authorized representative of the party against which enforcement is sought.

- 24. Assignment.** Neither party may, directly or indirectly, by operation of law or otherwise, assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under the Contract, in whole or in part, without the other party's prior written consent, except that Buyer may, at its sole option and without the Seller's consent, make any such transfer to any one or more of its Affiliates, or to a successor in interest (either through merger, transfer of shares, sale of all or substantially all of its assets or other transaction).
- 25. Arbitration; Governing Law.** Seller and Buyer each agree that any claim, action, proceeding or dispute arising out of or relating to the Contract shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules"). The number of arbitrators will be three, who will be chosen in accordance with the Rules. The arbitrators may come from anywhere in the United States, provided, however, that each one has experience in distribution or supply contracts. The language of the arbitration will be English. The Contract shall be interpreted and enforced under and in accordance with the laws of the State of Delaware without reference to its conflict of laws rules and, as applicable, the place of arbitration will be
- (i) in Cranston, Rhode Island, United States of America or
  - (ii) via videoconference as required to allow the hearing to proceed as scheduled at the discretion of the arbitrator. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract. Except as otherwise expressly set forth herein, each party waives any objection that it may have to the aforementioned choice of law or venue. The parties agree that
    - (A) any dispute about the arbitral tribunal's jurisdiction, either before or after initiation of the arbitration, and/or
    - (B) any dispute about the arbitrability of any claim, counterclaim, or set off shall be brought solely and exclusively in a court of competent jurisdiction in the State of Delaware and each party submits to the exclusive jurisdiction of such court; an arbitral tribunal may not decide its own jurisdiction or the arbitrability of any matter in the event of any disagreement between the parties. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. Except as may be required by law, or to the extent required to compel arbitration, when required to enforce other rights or defend other proceedings in situations in which the fact of the award is a necessary element of the claim or defense, or to obtain interim relief or to enforce an award, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the other party's prior written consent. The parties may seek emergency or interim relief as provided by the Rules. Any award must be made in U.S. dollars and be subject to the terms of the Agreement. In addition to all rights provided under the Rules and law, each party agrees that any judgment rendered by the arbitrators may be enforced or executed against the assets of any such party in any jurisdiction pursuant to U.S. law or the New York Convention, as applicable. Notwithstanding the agreement to the procedures set forth in this paragraph, either party may seek equitable relief to enforce its rights, solely and exclusively in a court of competent jurisdiction in the State of Delaware, where damages would not provide adequate relief, and each party submits to the exclusive jurisdiction of such court.