

**MEURA S.A.** – a corporation duly incorporated under the laws of Belgium, registered with the Belgium Corporate Registry under no. 0447.632.234, with its registered offices at Rond-Point Jean-Baptiste Meura 1, 7600 Peruwelz, Belgium – is hereinafter referred to as "Purchaser". Unless otherwise agreed in writing by the Parties, these General Terms and Conditions of Purchase ("GTCP") shall apply to all Orders for Supply provided to Purchaser. Supplier's General Conditions of Sale shall not apply to the Orders unless the latter have been accepted and signed by a representative of Purchaser duly authorized for such purpose.

### ARTICLE 1 – DEFINITIONS

• « **Order(s)** »: any paper and/or electronic document (including contract) formalizing the Order for the Supply (and any amendments thereto) by Purchaser to Supplier, in descending which are listed following the order of precedence: (1) the Special Conditions of Purchase ("SCP"), (2) the Specifications and (3) the present GTCP.

• « **Final Client** »: Purchaser's client(s) for whom the Supply is (are) intended.

• « **Documentation** »: the Documentation required for the Supply, in particular for the use, assembly, commissioning, maintenance and servicing of the Supply, as well as any Documentation stipulated in the SCP's and/or required by Belgium and/or European law or regulations and/or those of the place of use of the Supply, in force at the time of the Order.

• « **Personal Data** »: any data that can directly or indirectly identify a natural person.

• « **Supplier** »: the co-contractor who provides the Supply to Purchaser.

• « **Supply** »: all services, hardware, software and associated rights and services as well as their Documentation.

• « **Equipment** »: goods, materials, components and/or manufactured products, forming part of the Supply, to be delivered by Supplier.

• « **Delivery** »: means the Delivery of the Materials ordered into the hands of Purchaser, at the place, in the quality and quantity specified in the Order

• « **Parties** »: means collectively Supplier and Purchaser.

• « **Acceptance** »: means the procedure for formalizing Purchaser's acceptance, with or without reservations, of the Supply in accordance with the Order.

• « **Results** »: means any methodology or knowledge, subject of the Order/Supply, as well as any document or medium delivered to Purchaser in connection with the Order, regardless of the medium, whether protectable by intellectual property rights (patents, trademarks, designs, etc) or not (know-how, algorithms, etc)

• « **Specifications** »: means any document defining the requirements, including technical requirements, with which Supplier must comply and to which the Supply must conform, Purchaser's needs and the conditions of execution of the Supply, including, the specifications, plans, drawings, standards, quality requirements, applicable laws and regulations, rules of trade and customs.

### ARTICLE 2 – OBJECT

2.1 The purpose of these GTCP is to define the terms and conditions applicable to the Order.

2.2 Supplier's unconditional acceptance of the Order is a prerequisite of Purchaser's consent without which Purchaser would not have contracted with Supplier. Such acceptance may be express or implied. Supplier's unqualified acceptance of the Order shall be deemed to have been obtained in the absence of response from Supplier within three (3) business days from the date of issuance.

2.3 No reservation made by Supplier with respect to the Order shall be deemed to have been accepted without the prior written consent of Purchaser.

2.4 Supplier undertakes to perform the Supply in accordance with the provisions of the Order.

2.5 Any stipulation in the documents transmitted by Supplier must be formally accepted in writing by Purchaser to be applicable.

### ARTICLE 3 - OBLIGATIONS AND EXECUTION

3.1 For the Order, Supplier is bound by an obligation of result and not an obligation of means.

3.2 Supplier declares that (i) he is a professional specialized in the field of activity covering the subject matter of the Order and owes Purchaser an obligation to inform, advise and warn the latter. Supplier acknowledges having received from Purchaser all prior information necessary for the performance of the Order and therefore having full knowledge of Purchaser's needs and requirements. It is Supplier's responsibility to obtain from Purchaser all information necessary for the performance of the Order, it being understood that Supplier shall not be entitled to rely on any error, inconsistency, omission and/or inaccuracy in order to attempt to avoid his responsibility or to claim a price revision or a new delivery period.

3.3 If the Order so stipulates, the installation and/or commissioning of the Supply shall be carried out by Supplier.

3.4 To be valid, any modification to the Order shall be made in a written amendment to the Order, signed by the Parties.

3.5 If, during the execution of the Order, Supplier's personnel were to intervene on one of Purchaser's or a Final Client's site(s), said personnel shall remain under Supplier's full responsibility.

### ARTICLE 4 - TESTING, COMMISSIONING, AUDIT

4.1 If specific tests or commissioning are specified and required in the Order, such tests or commissioning shall be documented in a report (hereinafter "report") to be attached to the certificate of conformity. Supplier shall provide Purchaser or any

organization designated by Purchaser with free access to its workshops, those of its subcontractor(s) and/or supplier(s) or any place where work related to the Order is being performed, for the purpose of monitoring the progress and performance of the Order or for any tests or trials deemed useful. Such access or control shall in no way relieve Supplier of his responsibility.

**4.2** In addition, Purchaser reserves the right to conduct any audit he deems appropriate to ensure Supplier's compliance with applicable regulations and his obligations under the Order.

**ARTICLE 5 - PACKING – DELIVERY-  
STORAGE**

**5.1** Unless otherwise specified in the Order, shipment and delivery of Supply shall be made DDP Incoterms® 2020 to the delivery point specified in the Order.

**5.2** Export Control: Supplier undertakes to obtain all necessary authorizations and to comply with the requirements of the export control laws and/or regulations (codes of conduct, export licenses, etc.) to which the Supply and the Documentation would be subject, including the transfer, in particular outside the European Union, of Personal Data.

**5.3** Supplier shall be responsible, at his own expense, for the packaging, shipment, and storage of the Supply, which shall be adapted to the means of shipment, handling, and storage used, to the nature and characteristics of the Supply being transported, in accordance with the standards in force and the rules of the trade. Supplier shall hold Purchaser harmless from any financial consequences resulting from such failures.

**5.4** All deliveries shall be subject to a dispatch note drawn up in two (2) copies by Supplier, containing all the information necessary to identify the packages. One of the two (2) copies of the dispatch note, together with the certificates of

origin and conformity and the inspection reports, etc., shall be sent to Purchaser, the second dispatch note having to accompany the package.

**5.5** The certificates and records of the inspections carried out by Supplier on the Supply shall also be included inside the package.

**5.6** Unless otherwise agreed, the packaging is not returnable and, in the event of return, shall be returned at Supplier's expense.

**5.7** In the event of shortages or damage, Supplier undertakes to replace, at Purchaser's request, as soon as possible, the missing or damaged Supply, without prejudice to any damages and interest claim Purchaser may have.

**ARTICLE 6 - DELIVERY –  
ACCEPTANCE - NON-CONFORMITY**

**6.1** Supplier agrees to deliver a Supply that complies with the Order, its functions and its final destination.

**6.2** The Order shall not be considered executed until all the Supply and its Documentation have been delivered, received "in conformity" and formally accepted by Purchaser.

**6.3** In the event that the Supply does not conform to the Order, Purchaser may either:

- Accept the Supply as is, in return for a price reduction proportional to the consequences of the non-conformity;
- Accept the Supply after corrective action by Supplier or, failing that, by Purchaser or a third party designated by the latter, at Supplier's sole expense;
- Reject the Supply and make it available to Supplier, at his own risk, for removal within five (5) business days after notification by Purchaser; otherwise, the Supply shall be returned to Supplier at his own costs and risks.

**6.4** Acceptance of the Supply shall be the subject of an Acceptance Report signed by Purchaser, the date of signature of this report constituting the start of the contractual warranty period.

**6.5** In the event of reservations recorded in the Official Statement of Receipt, Supplier must remove them at the latest within ten (10) calendar days following the date of the Acceptance Report, except for any other deadline mentioned in the Acceptance Report. Failure to comply with the delay shall automatically entitle Purchaser to have these reservations lifted in place of Supplier at the latter's expense and risk or to apply the provisions of ARTICLE 16 - SUSPENSION AND TERMINATION.

**6.6** Any Delivery and Acceptance that is not completed, is partial, or does not conform to the Order shall be subject to the penalties set forth in ARTICLE 8 - DELAYS – without prejudice to Purchaser's right to terminate all or part of the Order in accordance with ARTICLE 16 - SUSPENSION AND TERMINATION. In addition, Purchaser may seek compensation for damages.

**6.7** Delivery and Acceptance of the Supply by Purchaser shall not release Supplier from his warranty obligation nor from his liability for any defect, vice or non-conformity of a non-apparent nature that was not detected during the Acceptance operations.

**ARTICLE 7 – RISKS TRANSFER –  
PROPERTY TRANSFER**

**7.1** Notwithstanding anything to the contrary in the Order, the transfer of risks shall occur upon signature of the Acceptance Report without reservation.

**7.2** The transfer of ownership of the Supply shall take place in favour of Purchaser upon Delivery as and when the Supply is completed.

**7.3** Purchaser shall not accept any retention of title clause from Supplier and/or his subcontractors and/or suppliers. The Supply shall be free of all securities, pledges, liens, claims or any other rights in favour of a third party.

**ARTICLE 8 - DELAYS – LIQUIDATED**

**DAMAGES**

- 8.1** Acceptation of the Order implies a formal and irrevocable commitment by Supplier to comply with the contractual performance deadlines and delays, the contractual delivery schedule and the submission of Documentation, which constitute essential conditions of the Order and is at the essence of it.
- 8.2** Delivery delays shall run from the date of issue of the Order by Purchaser.
- 8.3** In the event of late Delivery/Acceptance of all or part of the Supply, Supplier shall be liable ipso jure, without the need for any formal notice, for liquidated damages calculated at the rate of 1% of the amount of the Order exclusive of VAT, per full week of delay, without prejudice to any other right Purchaser may have
- 8.4** It is expressly agreed between the Parties that the liquidated damages shall be automatically set off against any sums owed by Purchaser to Supplier, whether or not they are due at the time of the set-off.
- 8.5** Liquidated damages shall not constitute a waiver of the right to terminate or rescind the Order and, if applicable, to claim compensation for damages suffered by Purchaser as provided in ARTICLE 16 - SUSPENSION AND TERMINATION of the GTCP.

**ARTICLE 9 – PRICE**

- 9.1** Unless otherwise specified in the Order, the prices quoted are lump sum. They are firm and non-revisable, discounts deducted, taxes, insurance and all other incidentals included.
- 9.2** Unless otherwise agreed, the Parties accept to bear all future liabilities and risks (including unforeseeable as of the date hereof) resulting from the terms and conditions of the Order.

**ARTICLE 10 – INVOICING AND**

**PAYMENT TERMS**

- 10.1** Unless otherwise stipulated in the Order, Supplier's invoices

shall be sent in one copy to the "supplier" accounting department at Purchaser's registered office.

- 10.2** Invoices shall be considered compliant if they relate to the Supply received or delivered without reservations and if they include the following information:

- The complete designation and reference of the Supply,
- The number and date of the Order,
- The number and date of the Delivery/Acceptance,
- The unit price excluding taxes and the quantity or quantities delivered,
- The amount of VAT,
- The price including VAT,
- The place of delivery or execution,
- The date of payment,
- All other mandatory information.

- 10.3** In addition, under penalty of rejection of the invoice, the following documents must be attached to invoices:

- Documentation required under the Order,
- Any financial guarantees and/or bonds specified in the Order
- Acceptance Report without reservation.

- 10.4** Purchaser may return any invoice that does not comply with the above requirements. Any such invoice shall be reissued as of the date of such reissue.

- 10.5** Unless otherwise agreed and subject to dispute, invoices shall be paid by check or bank transfer within sixty (60) days end of delivery month of the approved merchandise and of receipt of the invoice, on the 10<sup>th</sup> of the following month. In accordance with the agreement reached between the Parties in ARTICLE 8 - DELAYS – LIQUIDATED DAMAGES above, Purchaser shall be entitled to make commercial compensations on the amount stated in the invoice.

- 10.6** In the event of late payment, late payment damages shall be payable to Supplier on the day following the agreed payment date. The amount of the late payment damages shall be

calculated by applying a rate equal to three (3) times the legal interests' rate. In accordance with the law, the late payment damages shall be increased by a fixed indemnity for collection costs of forty (40) euros.

**ARTICLE 11 – WARRANTY**

- 11.1** Unless otherwise stipulated in the Order, the Supply is guaranteed for 24 months from the commissioning (or from delivery date if there is no commissioning).

- 11.2** This warranty includes, but is not limited to, parts, labour, travel and lodging expenses, packaging and transportation costs and any other related costs for any non-conformity of the Supply.

- 11.3** It is reminded that Supplier is responsible for any non-conformity and/or hidden defects.

- 11.4** Under the warranty, in the event of a defect or malfunction of the Supply, Supplier undertakes within five (5) calendar days from the date of notification of the defect and/or malfunction, unless otherwise stipulated in the Order and in accordance with the Final Client's production requirements, to rectify, repair or replace all or part of the affected Supply, at its own expense and risk. Supplier shall be able to supply spare parts and other necessary parts for the entire life of the Supply and for at least ten (10) years.

- 11.5** In the event that Supplier fails to respond adequately to Purchaser's request during the warranty period, Purchaser reserves the right to have the necessary work performed at Supplier's expense and risk, without prejudice to the application of ARTICLE 16 - SUSPENSION AND TERMINATION of the GTCP and compensation for the resulting consequences.

- 11.6** The duration of the warranty period shall be extended for any period of downtime of the Supply from the date of written notification of the non-conformity by Purchaser until the Supply affected is put back into service and compliant. In



the event of repair or replacement during the warranty period, the initial warranty period shall be extended for an equivalent period of downtime.

**ARTICLE 12 - LIABILITY /  
INSURANCES**

**12.1** Supplier shall be responsible and liable for all damage caused in the course of or arising out of the performance of the Order.

**12.2** Supplier represents that he is insured with a company known to be solvent and undertakes to maintain insurance policies covering all risks related to or arising or that may arise out of the Order in sufficient amounts throughout the term of his obligations and to obtain, at his own expense, any additional coverage that Purchaser deems reasonably necessary with respect to the Order.

**12.3** Supplier undertakes to provide, at Purchaser's first request, all detailed corresponding insurance certificates (including activities covered, limits and sublimits), up to date with any premium payment.

He undertakes in particular to produce the certificates of general commercial liability and professional liability covering the pecuniary consequences of all bodily, material and immaterial damages, consecutive or not, occurring before or after the delivery and/or the reception.

Supplier also represents that it is insured against damage to property owned, leased, held or used by it in connection with the performance of the Order.

**12.4** Notwithstanding anything to the contrary, the amounts of insurance coverage shall not constitute limitations to Supplier's liability.

**ARTICLE 13 - CONFIDENTIALITY**

**13.1** Each Party undertakes to keep strictly confidential and not to disclose to any person, in any form whatsoever (notably orally, in writing or electronically), any information or data, transmitted by the other Party, of a scientific, technical,

industrial, social, commercial, financial or legal nature, whether or not covered by intellectual property rights, including in particular all plans, drawings, logos, pictograms, Specifications, processes, know-how, methods, studies, samples and materials, software, names of Clients or partners. The signature, existence and content of the Order shall be considered confidential information.

**13.2** Each Party shall take all steps to ensure that its personnel, subcontractors and suppliers involved in the Supply respect confidentiality and shall assume full responsibility therefor.

**13.3** Any waiver of confidentiality or advertising for the benefit of Supplier shall not be made without the prior written consent of Purchaser.

**13.4** Confidentiality shall be maintained as long as such information is not in the public domain and for a minimum of ten (10) years from the date of the Order, or the natural or anticipated termination of the Order.

**ARTICLE 14 – PERSONAL DATA  
PROTECTION**

**14.1** In the context of the Order, the Parties shall collect certain Personal Data (e.g., last name, first name, e-mail address, telephone number) concerning the employees of the other Party and any natural persons who need to be associated with the Order for the purpose of exchanging information in the context of the Supply. Each Party undertakes to process such data in accordance with the applicable legal and regulatory provisions and in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016, ("RGPD"). Thus, the Parties shall ensure that their managers, employees, agents, suppliers or subcontractors treat such data confidentially and communicate only to people who must necessarily have access to such data for the performance of their duties.

**14.2** For more information on these processing activities: <https://www.boccard.com/en/data-protection-policy>

**14.3** The Supplier undertakes to notify the Purchaser as soon as possible of any breach of security concerning the Personal Data transmitted and to assist the Purchaser in responding to any request from the data subjects within the legal deadlines.

**14.4** In the event that the Order includes processing operations of Personal Data, on behalf of and on the instructions of the Purchaser, by the Supplier in its capacity as a data processor within the meaning of Article 28 of the EU Regulation No. 2016/679, the SCPs shall be supplemented by an article governing the relationship between controller and processor as well as an appendix describing the data and the processing operations authorised.

**ARTICLE 15 – INTELLECTUAL  
PROPERTY**

**15.1** In consideration of the price set forth in the Order, any Results resulting from the Supply or elements thereof (such as, notably, studies, models, drawings, plans, diagrams, mock-ups, prototypes or special tooling, etc.) under or in connection with the Order, including intellectual property rights and/or know-how shall be transferred to Purchaser and shall become the full and exclusive property of the latter. This transfer is valid for the whole world, for the duration of validity of the said rights, without limitation of any kind and for any mode of exploitation, in particular the right of use, exploitation, marketing, reproduction, duplication, representation, publication, adaptation, translation, modification, editing, distribution on all media by any means, in any form by itself or by any third party that the Purchaser will have designated.

Thus, the Purchaser has the exclusive right to carry out any

step of protection and request of title (patent, mark, drawings and models, etc)

**15.2** Softwares - In the event that the Supply involves the development of software, Supplier undertakes to transfer, without restriction, the intellectual property rights (including the related and sui generis rights of database producers), in particular its right of exploitation, use, execution, marketing, publishing, representation, reproduction, communication to the public and adaptation of the software as well as the elements of which it is composed (graphic elements, interactivity concepts, source and object codes, functionality, architecture including databases, documentation, etc.)

**15.3** The rights to the software are transferred to the Purchaser on an exclusive basis for the entire world and for the legal duration of protection of the intellectual property rights relating to the software and the elements that make it up, as well as any extensions thereof. Consequently, the Supplier shall refrain from granting to anyone else even partial or reduced rights to the same software. The price of the granting of intellectual property rights to the software and its components shall be included in the price paid to the Supplier in performance of the Order.

In the event that a software is required for the use or operation of the Supply, Supplier shall obtain all necessary intellectual property rights for Purchaser at no additional cost in order to guarantee the use, operation and maintenance of the software.

**15.4** Furthermore, Supplier shall not use/exploit (or allow third parties to use/exploit) such Results/components of the Supply for any purpose other than the execution of the Order.

**15.5** Any special models, drawings or tooling given to Supplier for the performance of the Order shall remain the exclusive property of Purchaser and shall be returned to Purchaser upon Acceptance. The reproduction of such models or documents, or

the execution of identical equipment, is prohibited.

**15.6** Supplier guarantees that at the time of the transfer of the Supply, he holds all the rights to the said results and is fully entitled to transfer them in full to Purchaser, free of charge without any limitation of time or geographical area. Supplier shall fully indemnify Purchaser against any and all action or recourse by third parties or any other possible consequences resulting from the use of patents, processes, methods, trademarks or models, software, trade names and proprietary rights based on the assertion of intellectual property rights relating to the Supply.

**15.7** Regardless of any other damages, all legal costs (including attorneys' fees) and damages incurred by Purchaser shall be borne in full by Supplier.

The Supplier shall also offer the Purchaser an alternative solution enabling him to circumvent the claim, whether or not it appears to be justified.

**15.8** In the event of default by Supplier, Supplier shall grant Purchaser free use of the intellectual property rights necessary for the replacement, repair, modification and development of the Supply.

#### **ARTICLE 16 - SUSPENSION AND TERMINATION**

**16.1** Purchaser may suspend performance of the Order for such period as Purchaser may determine or terminate all or any part of the Order, without cause, by giving fourteen (14) days' notice to Supplier. In such event, Purchaser shall pay Supplier's reasonable costs incurred up to the time of termination or cancellation upon presentation of justification.

**16.2** In the event of non-performance by Supplier of any of his contractual, legal or regulatory obligations under the Order, Purchaser shall be entitled to:

- Terminate the Order, ipso jure and in advance, after a prior notice of default has remained

without effect for eight (8) calendar days from the date of receipt, without Supplier being entitled to claim any compensation whatsoever, and without prejudice to any damages that Purchaser may be entitled to claim; and/or

- Call upon a third party at the expense and risk of the defaulting Supplier. Purchaser shall retain as security the sums remaining due to the defaulting Supplier; and/or
- Request a forced execution of the obligation(s) in question; and/or
- Reduce the Order price for undelivered and/or unreceived and/or non-compliant Supplies.

**16.3** In the absence of default by Supplier or in the event of termination/suspension of the contract between Purchaser and his Final Client, Purchaser may suspend or terminate the Order, in whole or in part, as of right and at any time, with immediate effect, by sending a registered letter with acknowledgement of receipt or by email with acknowledgment of receipt, without Supplier being entitled to claim any compensation other than payment, upon proof, for the Supply delivered/received in accordance with the Order on the date of termination.

#### **ARTICLE 17 – HEALTH & SAFETY - ENVIRONMENT - COMPLIANCE WITH LABOR REGULATIONS**

**17.1** Supplier shall comply with all applicable health, safety and environmental regulations and standards. Supplier shall respect and ensure that his employees, agents, subcontractors and suppliers working on the Final Client's and/or Purchaser's Site respect the stipulations of the Site's internal regulations in consultation with the SPS Coordinator, if applicable.

**17.2** Supplier acknowledges having read Purchaser's QHSE charter/process and agrees to comply with it.

**17.3** Supplier shall comply with all national and international

regulations relating to human rights and labour law (child labour, forced labour) and shall provide Purchaser on the date of acceptance of the Order, and then every six (6) months thereafter until completion of the Order, with the documents referred to in the applicable labour legislation.

**17.4** Any Supplier established or domiciled abroad, which operates on national territory, undertakes to comply with the provisions of the applicable labour legislation and to provide Purchaser with the documents referred to in said legislation.

**17.5** Supplier shall be liable and shall hold Purchaser harmless for any consequences resulting from a violation of the above rules and regulations.

### **ARTICLE 18 – FORCE MAJEURE**

**18.1** The Party affected by an event of Force Majeure shall immediately notify the other Party in writing of such event and provide the other Party with all relevant information and evidence thereof, indicating in particular the period during which such event is likely to delay the due performance of the Order. Strikes affecting Supplier, public transportation strikes or other events of any kind affecting Supplier's subcontractors or suppliers (including those defined below as Force Majeure events) shall not be considered Force Majeure events justifying non-performance of the Order.

**18.2** Only an event that meets all of the following conditions shall be considered as constituting of Force Majeure:

- The event must be beyond the control of the Party invoking it,
- The event could not reasonably have been foreseen at the time the Order was issued,
- The effects of the event cannot be avoided by appropriate measures,
- Such event shall prevent the performance of the Party's obligations invoking such Force Majeure.

**18.3** In the event of Force Majeure affecting Supplier, Purchaser may at its sole and absolute discretion:

- Agree with Supplier on an additional delivery period, or
- Terminate, at any time and without further obligation or liability, all or part of the Order, and demand a refund of any amounts already paid.

**18.3** The cost of Supply already delivered/accepted shall be due only if they can be fully utilized by Purchaser, notwithstanding any subsequent failure to deliver the remainder of the Order. Any amount in excess of this cost paid in advance by Purchaser shall be refunded by Supplier.

### **ARTICLE 19 – ASSIGNMENT AND TRANSFER**

**19.1** Supplier shall not be entitled to assign or transfer his rights and/or obligations (including those to receive payment) without the prior written consent of Purchaser. Such consent shall not be unreasonably withheld.

**19.2** Supplier agrees to immediately inform Purchaser of any change of control. Change of control shall mean any of the following:

- shareholders who held more than fifty percent (50%) of Supplier's voting power, or effective control, on the effective date of the Order, subsequently hold less than fifty percent (50%) of such voting power or lose effective control of Supplier.
- Supplier is subject to a merger or takeover in which Supplier's majority shareholding is changed.
- Assignment by Supplier of a substantial portion of his assets necessary to perform the Order.

**19.3** In the event of such a change of control, Purchaser may terminate the Order in whole or in part, in accordance with the terms of ARTICLE 16 - SUSPENSION AND TERMINATION, without liability or payment of any compensation, by sending a registered letter with

acknowledgement of receipt. The termination will be effective on the date indicated in the above-mentioned letter.

### **ARTICLE 20 – CORPORATE SOCIAL RESPONSIBILITY**

Supplier acknowledges that he is familiar with and complies with national and international legislation on ethics and development. In particular, he undertakes to respect (i) fundamental human rights, (ii) the prohibition of any form of discrimination, (iii) the health and safety of persons, (iv) legislation concerning respect for the environment, economic offences (in particular corruption, fraud, swindling, theft, misuse of company assets, etc.), the fight against money laundering and competition law. He also undertakes to ensure that the same is true of his subcontractors and suppliers. In the event of failure to comply with the above commitments, Purchaser reserves the right to terminate the Order at any time and without compensation to the sole detriment of Supplier in accordance with the terms of ARTICLE 16 - SUSPENSION AND TERMINATION.

### **ARTICLE 21 - JURISDICTION AND GOVERNING LAW**

**21.1** Any Order shall be governed by Belgium law, excluding its conflict of law rules and the provisions of the Vienna Convention of April 11, 1980 on the International Sale of Goods.

**21.2** Any dispute that may arise between the Parties shall be submitted to the exclusive jurisdiction of the Tournai Commercial Court, even in the event of a warranty claim, multiple defendants or summary proceeding.

**21.3** However, prior to any referral, the Parties shall endeavour to reach an amicable settlement. In addition, Purchaser's failure to enforce any of the foregoing provisions or any provision of the Order at any time shall not constitute a waiver of Purchaser's right to enforce such provisions at a later time.