

General Terms and Conditions of Purchase

1 TERMS OF AGREEMENT

The written contract, if any, and the accepted purchase order, together with these terms and conditions (hereafter referred to as the "GTC"), and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively referred to as the "Ordering Document" or the "Ordering Documents"), constitutes the entire and exclusive agreement between any entity of the Sylvamo group in Europe, Middle East and Africa (hereafter referred to as the "Buyer") and the supplier (hereafter referred to as the "Supplier") identified in the Ordering Documents.

Buyer's submission of the Ordering Documents is subject to Supplier's agreement that any terms different from, or in addition to the terms of these Ordering Documents, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Ordering Documents, even if Supplier mentions that its acceptance of the Ordering Documents is subject to Buyer's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Ordering Documents, or commencement of performance constitutes Supplier's acceptance of these GTC.

Notwithstanding the foregoing, if a written contract covering procurement of the Products or Work (as defined below) described in the Ordering Documents exists between Supplier and Buyer, the terms of such contract shall prevail over any inconsistent terms herein.

2. DEFINITIONS

2.1 "Data Protection Laws" means any applicable data protection or privacy laws. It shall include the European General Data Protection Regulation No. 2016/679 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 ("GDPR") and/or other applicable laws or regulations. The terms "data controller", "data subject", "personal data" and "processing" have the same meanings as those ascribed to them under data protection legislation.

2.2 "Deliverables" means the deliverables specified in the Ordering Documents (and any Statement of Work) to be delivered on or before the Delivery Date.

2.3 "Delivery Date" means the date or dates specified in the Ordering Documents by which the Supplier is required to deliver the Work.

2.4 "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.5 "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.6 "Products" means tangible goods specified in the Ordering Documents to be delivered on the Delivery Date.

2.7 "Services" means the services that Supplier is to perform for Buyer specified in the Ordering Documents.

2.8 "Statement of Work" or "SOW" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for Buyer.

2.9 "Subcontractor" means a third party performing work under an agreement (a "Subcontract") with Supplier.

2.10 "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors under supervision and responsibility of the Supplier.

2.11 "Third Party Intellectual Property" means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.12 "Work" means the Deliverables, Products and Services specified in the Ordering Documents, including any SOW.

2.13 "Business Days" means days from Monday through Friday, excluding bank holidays in either the country of the Supplier or the country of the Buyer.

3. DELIVERY

3.1 Time is of the essence in Supplier's performance of its obligations, therefore Supplier shall always respect the Delivery Date indicated in the Ordering Documents. Supplier will immediately notify Buyer if Supplier's timely performance under the Ordering Documents is delayed or is likely to be delayed. Such notice shall include details of any resultant effect on the delivery date, the causes of such delay and the corrective action proposed by Supplier. Buyer's acceptance of Supplier's notice will not constitute Buyer's waiver of its right to claim compensation of any damages and of any of Supplier's obligations.

3.2 If Supplier fails to deliver Work by the Delivery Date, Buyer may:

(i) apply liquidated damages of two (2) % of the value of the delayed order for each week of delay up to a maximum of twenty (20) % of the total value of the Order provided that the payment of such liquidated damages by Supplier shall not release Supplier from the performance of its obligations under the Ordering Document and shall be without prejudice to the right of Buyer to claim additional damages to the extent that the liquidated damages paid do not cover fully all damages that are suffered by Buyer as a result of Supplier's delay; and/or

(ii) procure that a third party carries out the Work at Supplier's costs in accordance with Section 6.1 (second paragraph); and/or

(iii) reject such Work and any payment request relating thereto in accordance with Section 6.1.

3.3 Buyer will hold any Work rejected under the Ordering Documents at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges including, without limitation, insurance charges Buyer incurs on Supplier's behalf. If Buyer does not receive any return shipping instructions within five (5) Business Days after Buyer has notified the Supplier in accordance with Section 6 of these GTC, Buyer may, in its sole discretion, destroy or sell at a public or private sale any rejected Work.

3.4 Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Buyer may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous Work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.5 Supplier will include with each delivery of Products a packing list identifying the Ordering Documents, a description and the quantity of each of the Products, and the date of shipment.



3.6 Unless Buyer expressly instructs otherwise in writing, Supplier will deliver all Work to Buyer at the address set forth in the Ordering Documents. Supplier warrants it is fully aware of the safety rules applicable at the Buyer's plant, or shall request a copy of such safety rules from Buyer. Supplier shall ensure that its Supplier Personnel, in charge of providing the Work, will comply with the Buyer's plant safety rules as well as with any safety rules applicable to the delivery of the type of Work concerned.

3.7 Unless otherwise specified in the Ordering Documents, Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance.

4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the Ordering Documents, the price for the Work includes all taxes and other charges such as packing, shipping and delivery charges, insurance, (un)loading, duties, customs, tariffs, imposts and government-imposed surcharges, excluding local applicable and recoverable VAT. Supplier will, at Buyer's request, break-out from the price all such taxes and other charges, in its invoices.

4.2 Buyer will pay Supplier the price in accordance with the payment terms set forth in the Ordering Documents. If no payment terms are specified in the Ordering Documents, Buyer will pay the Supplier within sixty (60) calendar days of Buyer's receipt of a properly prepared invoice, unless other compulsory payment terms are imposed by the applicable laws. A properly prepared invoice must include the purchase order number as mentioned in the Ordering Documents, as well as Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency specified in the Ordering Documents and if the price set forth in the Ordering Documents is not in the local currency, then Buyer will determine the local currency equivalent of the price as of the date of payment. Buyer may, at any time, to the extent allowed by applicable laws, set-off any amounts Supplier owes Buyer against any amounts Buyer owes to Supplier.

5. OWNERSHIP, RISK AND LICENSE

5.1 Buyer is the sole and exclusive owner of all Deliverables as from the date of their delivery, or as from the date of payment when Buyer agrees to pay prior to delivery and without prejudice to Section 5.2. Supplier irrevocably assigns and transfers to Buyer all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Unless otherwise specified in the Ordering Documents, risk of loss for the Deliverables and Products does not pass to Buyer until acceptance in accordance with Section 6. Compensation for such risk shall be deemed to be included in the price.

5.3 Notwithstanding Section 5.1, Supplier grants to Buyer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub-licensable license to any Intellectual Property Rights in the Deliverables that arises outside the scope of the Ordering Documents to the extent necessary for Buyer to exercise its rights in the Deliverables as reasonably contemplated by the Ordering Documents.

5.4 Supplier grants to Buyer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub-licensable license to any Intellectual Property Rights in Products or Services that are necessary for Buyer to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) the Products or Services.

6. INSPECTION AND ACCEPTANCE

6.1 Buyer may reject any part or all of the Work that does not conform to the applicable requirements within ten (10) Business Days of Supplier's delivery of the Work. At Buyer's option, Buyer may (i) return the non-conforming Work to Supplier for a refund or credit; (ii) require Supplier to replace on Supplier's cost the non-conforming Work; or (iii) repair on Supplier's cost the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Buyer may accept the non-conforming Work conditional to Supplier providing a refund or credit in an amount Buyer determines to reasonably represent the diminished value of the non-conforming Work.

In the event that Supplier does not commence and diligently proceed to complete the repair or replacement of the Work in accordance with Section 6.1 (ii) and (iii) within the time agreed between the parties (to be a reasonable period in the event that the parties fail to agree such time, provided that such reasonable period shall not exceed thirty (30) calendar days), Buyer may carry out such remedy or procure that a third party carries out such remedy on its behalf and all costs thereof shall be borne by Supplier, provided that prior written notice of the performance of the remedy by or on behalf of Buyer is given to Supplier.

6.2 If Buyer has not notified the Supplier of any remarks within ten (10) Business Days from the delivery of Work, the Work is deemed to be accepted by Buyer.

6.3 Prior to Delivery Date Buyer may request, at Buyer's own expense, to conduct pre-shipment inspection at Supplier's premises of ordered Products or Deliverables.

6.4 This clause is without prejudice to Buyer's rights for hidden defects and no acceptance of the Work shall exempt Supplier from its liability or warranty for hidden defects.

7. CHANGES

7.1 As used in this Section 7, "Change" means a change Buyer directs or causes within the general scope of the Ordering Documents.

7.2 Buyer may make Changes, through a written order ("Change Order"), after entering into the Ordering Documents, in accordance with this Section 7. Supplier shall, within ten (10) calendar days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment to the price or time for performance resulting from the Change.

7.3 If Supplier asserts that Buyer has directed or caused a Change to the cost of or time for performance for which Buyer has not issued a Change Order, Supplier will promptly notify Buyer in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Change; and (iii) a date no less than thirty (30) calendar days from the date of notice by which Buyer must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. Buyer will evaluate Supplier's notice of Change in good faith, and if Buyer acknowledges a Change, Buyer will issue a Change Order to Supplier.

7.4 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.5 In case of urgency, justifying the following, Supplier will proceed with the Change as directed, notwithstanding that the parties have not negotiated the amendment to the Ordering Document or the applicable SOW to incorporate the equitable adjustment.

8. REPRESENTATIONS AND WARRANTIES

8.1 Supplier represents and warrants that: (i) it has the experience, the expertise and the full power to enter into the Ordering Documents and to perform its obligations under the Ordering Documents in a satisfactorily and timely manner; (ii) it has the right and unrestricted ability to assign the Work to Buyer including, without limitation, the right to assign any Work performed by Supplier Personnel and Subcontractors; (iii) the Work, and Buyer's use of the Work, do not and will not infringe upon any Third Party Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (iv) Supplier will not disclose to Buyer, bring onto Buyer's premises, or induce Buyer to use any confidential or proprietary information that belongs to anyone other than Buyer or Supplier and that is not covered by a non-disclosure agreement between Buyer and Supplier; (v) Software supplied by Supplier does not contain any Harmful Code; and (vi) Supplier's Work shall be free from defects in design, workmanship and materials. It shall conform in all respects to applicable laws, including in relation to chemicals and other components (such as the Regulation (EC) No 1907/2006 and its



annexes so-called "REACH"), as well as Buyer's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, including those relating to future maintenance. It shall be suitable for the intended use and of satisfactory quality, in line with the state-of-the-art for products or services of this type.

8.2 Buyer warrants and represents to Supplier that it has the full power to enter into the Ordering Documents and to perform its obligations under the Ordering Documents.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 Supplier may not assign any of its rights or delegate any of its obligations under the Ordering Documents without Buyer's prior written consent, which Buyer will not unreasonably withhold. Buyer may, at its discretion, void any attempted assignment or delegation undertaken without Buyer's prior written consent and/or terminate the Ordering Documents promptly after being aware of such attempted assignment or delegation, without any rights for the Supplier to any compensation or indemnity.

9.2 Supplier may not subcontract any of its rights or obligations under the Ordering Documents without Buyer's prior written consent. If Buyer consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Buyer for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Buyer or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold Buyer harmless for all damages and costs of any kind, without limitation, incurred by Buyer and caused by Supplier's failure to pay a Subcontractor.

9.3 To the extent allowed by applicable law, no person who is not a party to Ordering Documents shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

10. TERM AND TERMINATION

10.1 These GTC will remain in effect with respect to any Ordering Documents already issued until Ordering Documents are either terminated or the Work is completed and accepted.

10.2 Buyer may, through an authorized person, terminate the Ordering Documents, at any time, without any liability and without prejudice to its other legal rights, for no reason or for any reason, providing fifteen (15) calendar days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform Buyer of the extent to which it has completed Work performed as of the date of the notice, and Supplier will collect and deliver to Buyer, if requested by Buyer, whatever Work then exists. Buyer will pay Supplier for all Work performed and accepted through the effective date of the termination, such acceptance not to be unreasonably withheld. Buyer will have no further payment obligation in connection with the Ordering Documents or the termination thereof.

10.3 Buyer may terminate the Ordering Documents with immediate effect, by delivering written notice sent by registered mail or e-mail with the confirmation of receipt to Supplier, if there is a change in ownership representing twenty (20) % or more of the equity ownership of Supplier which could be detrimental to Buyer's interests or negatively impact Supplier's financial situation.

10.4 Either party may terminate the Ordering Documents with immediate effect, by delivering written notice by registered mail or e-mail with the confirmation of receipt to the other party, upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either party makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within sixty (60) calendar days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

10.5 Either party may terminate the Ordering Documents with immediate effect, by delivering written notice by registered mail with the confirmation of receipt to the other party, for any material breach not cured within thirty (30) calendar days of receipt of notice of the breach. Buyer shall have no further payment obligation to Supplier under any terminated Ordering Documents if Buyer terminates the Ordering Documents under this Section 10.5.

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Ordering Documents shall survive the expiration or termination of the Ordering Documents.

11. CONFIDENTIAL INFORMATION AND PUBLICITY

11.1 If Buyer and Supplier have entered into a confidentiality or non-disclosure agreement ("NDA") which covers disclosure of confidential information under the Ordering Documents, and if the term of the NDA expires before the expiration or termination of the Ordering Documents, then the term of the NDA shall be automatically extended to match the term of the Ordering Documents.

11.2 The parties agree to keep confidential and not disclose to any third parties any information given to or received from the other party, directly or indirectly, in writing, visually, or verbally, as a result of performance under the Ordering Documents. The foregoing obligation of confidentiality does not apply to information which is (a) already known to the receiving party as evidenced by written documents or records, (b) publicly available or that becomes publicly available without a breach of these Terms and Conditions or Ordering Documents, (c) rightfully received from a third party who has no duty or obligation of nondisclosure, (d) is independently developed by the receiving party, as evidenced by written documents or records, or (e) disclosed without an obligation of confidence under operation of law, governmental regulation, or court order, provided the receiving party first gives the disclosing party notice if allowed by law.

11.3 The parties shall obtain written consent from the other party prior to any publication, presentation, public announcement, or press release concerning their relationship. This includes the use of Buyer's name and logo on the Supplier's website or on other communication materials, in particular relating to a listing of Supplier's clients.

12. INDEMNIFICATION

12.1 As used in this Section 12, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

12.2 Supplier shall defend, indemnify and hold Buyer harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Ordering Documents; or (ii) any infringement of Third Party Intellectual Property Right or any other rights.

12.3 Buyer shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's authorized use of Buyer's products or services in connection with the Work; (ii) Supplier's authorized use of information or materials provided to Supplier by Buyer; or (iii) infringement of Third Party Intellectual Property Rights or any other third party rights resulting from Supplier's adherence to Buyer's written instructions.

12.4 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property.

12.5 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit, as far as allowed by the applicable laws, the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.

12.6 If a third party enjoins or interferes with Buyer's use of any Work then, in addition to Supplier's obligations under Section 12.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit Buyer to continue to use the Work; (ii) replace or modify the Work as necessary to permit Buyer to continue to use the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Buyer the amount paid for any Work for which a third party enjoins or interferes with Buyer's use of the Work.

12.7 Nothing in this Section shall limit any other remedy of the parties.

13. LIABILITY

13.1 Notwithstanding anything else in Ordering Documents or otherwise and to the extent allowed by applicable law, Buyer will not be liable to Supplier with respect to the subject matter of the Ordering Documents under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess of the total amount Buyer paid to Supplier in the six (6) months preceding the event or circumstance giving rise to such liability.

13.2 In no event will Buyer be liable to Supplier for any incidental, indirect, special, consequential damages, loss of profits or prejudice to reputation arising out of, or in connection with, the Ordering Documents, whether or not Buyer was advised of the possibility of such damage.

13.3 The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the Ordering Documents limits either party's liability for bodily injury of a person, death, or physical damage to property or any liability that cannot be excluded under applicable law.

13.4. Supplier shall be liable for all losses, damages, costs and expenses of any kind suffered by Buyer related to Supplier's improper performance of its obligations under the Ordering Documents.

14. INSURANCE

Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier will further maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. At Buyer's request Supplier will provide a proof of such insurance.

15. FORCE MAJEURE

Neither of the parties may be considered to be in default in the performance of its obligations under the Ordering Documents, nor be liable in damages or otherwise, for any failure or delay in performance which is due to an event of force majeure, defined as an event beyond the reasonable control of the affected party on the day of the event and which makes it impossible to perform its obligations under the Ordering Documents. Boycotts, strikes and lock-outs under any form whatsoever, occupation of the plants and administrative offices or other labour disruptions, when they affect exclusively the Supplier's or the Buyer's site, shall not be regarded as force majeure events.

The event of force majeure shall only release the party invoking it from its contractual obligations to the extent and for the time that it is prevented from performing them without the Ordering Documents being extended.

In the event of the occurrence of an event of force majeure, the party affected by the force majeure shall immediately notify the other party of its duration and its foreseeable consequences, and shall make every effort to limit its scope. It shall promptly remedy the cause of the non-performance and shall fulfil all its obligations as soon as this cause disappears, the other party being released from its contractual obligations until that date.

If the event of force majeure continues beyond a period of thirty (30) calendar days, the Ordering Documents may be terminated without notice by either party.

16. COMPLIANCE WITH LAWS AND THIRD PARTY CODE OF CONDUCT

Supplier represents and warrants that it will comply with and will take all measures necessary so that its employees, agents and/or subcontractors who may be involved at any time, will comply with all applicable local, national and/or international laws and regulations pertaining to its performance of its obligations under the Ordering Documents including (without limitation) labor laws, environmental, health and safety regulations, regulations in relation to transportation, anti-corruption laws and fight against money laundering, sanctions regimes and re-export control laws issued by the European Union, the United States of America, the United Nations or by any other competent jurisdiction. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Buyer liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act, French Sapin 2 Act or Swedish Criminal Code (Chapter 10), which prohibit, amongst others, the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist it or Buyer in obtaining or retaining business or in carrying out the Services. Supplier's failure to comply with any of those anti-corruption legislations shall constitute a material breach of the Ordering Documents.

In the performance of its obligations under these GTC, Supplier agrees to comply with and require its Supplier Personnel to comply with Buyer's Third Party Code of Conduct (Sylvamo "Third Party Code of Conduct"), as was communicated to the Supplier and available at: <https://www.sylvamo.com/us/en/sales-and-purchase-policies>. Buyer will provide further copies of the Third Party Code of Conduct to Supplier upon request.

17. DATA PROTECTION

17.1 Buyer and Supplier each acknowledge and agree that where a party processes personal data under or in connection with the Ordering Documents, it alone determines the purposes and means of such processing as a data controller, unless otherwise specified in the Ordering Documents.

17.2 Each party confirms that it has complied with, and will continue to comply, its obligations relating to personal data that apply to it under applicable Data Protection Laws.

17.3 To the extent Supplier discloses, provides or otherwise makes available, personal data to Buyer under or in connection with the Ordering Documents ("Shared Personal Data"), Supplier acknowledges that: (i) it has provided all necessary notices to and where required obtained all necessary consents for that personal data to be disclosed and processed by Buyer; (ii) Buyer and/or its service providers or agents may process such Shared Personal Data for any purpose related to the Ordering Documents, including, without limitation, for any purpose necessary for Buyer and/or its service providers or agents to comply with applicable law; and (iii) it shall not, by act or omission, cause Buyer to violate any Data Protection Laws, notices provided to, or consents obtained from, data subjects as a result of processing the Shared Personal Data.

17.4 To the extent of any conflict in relation to personal data between the terms contained in Section 17.2 or 17.3 and the rest of the Ordering Documents, then the terms of such Section 17.2 or 17.3 shall prevail to the extent of such conflict.

18. GOVERNING LAW

The validity, interpretation, and performance of the Ordering Documents shall be controlled by and construed under the laws of Belgium. Except if indicated otherwise in Ordering Documents, the courts of Brussels, Belgium shall have exclusive jurisdiction over any claim arising under the Ordering Documents. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of the Ordering Documents.



19. GENERAL

19.1 Any notice to be given under the Ordering Documents will be in writing and addressed to the party at the address as appears in the Ordering Documents. Except if stated otherwise in the GTC, notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five (5) calendar days of deposit in the mail.

19.2 If any court of competent jurisdiction holds that any provision of any of the Ordering Documents is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Ordering Documents will not be affected or impaired, and all remaining terms of the Ordering Documents remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

19.3 Buyer's failure to exercise a right, in whole or in part, or on time, shall not be construed as a waiver by Buyer of this or any other right and shall not prevent Buyer from exercising this right, or any other right again or in the future.

19.4 The only official version of these GTC is the version in English. Any translations of these GTC are for information purposes only. In case of any discrepancies between the official English version and any version translated to a different language, the English version shall prevail.

20. ORDER OF PRECEDENCE

In the event of any conflict in the provisions of these GTC and the provisions of Ordering Documents, the following order of precedence shall govern such conflict:

- (1) Written contract, if any
- (2) Purchase order
- (3) GTC
- (4) SOW
- (5) Other Ordering Documents (e.g. exhibit or hyperlink).