



## GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF PRODUCTS AND SERVICES

### 1. Definitions

1.1. For the purposes of these General Terms and Conditions, the following words shall have the meanings assigned to them below:

**Contract:** any agreement concluded with the Supplier and any alteration, addition or any more detailed arrangements such as the Specifications for the procurement of Products or Services thereto;  
**Defect:** any deviation from the Specifications or any kind of improper functioning of the Products;

**General Terms and Conditions:** these general terms and conditions for the procurement of Products and Services;

**Items:** all items, documentation, images or materials otherwise, such as models, stamps, drawings, tools or other aids, which Riwal makes available to the Supplier in connection with the Contract;

**Products:** all equipment, machines, goods, materials, merchandise and any other products (including computer software), data, as stipulated in the Purchase Order or the Contract, which are supplied, delivered or otherwise made available or to be supplied, delivered or made available, to Riwal and Supplier in the performance of a Contract;

**Purchase Order:** the written confirmation by Riwal of a quotation, proposal or offer from Supplier to Riwal, sent to Supplier by regular post, e-mail, or digitally in any other way;

**Riwal:** Riwal Holding Group B.V. and/or any of its affiliates that belong to the Riwal group of companies;

**Services:** all services as stipulated in the Purchase Order or the Contract, which are offered, provided or to be provided to Riwal;

**Specifications:** the detailed specifications or description of the Products or Services as agreed to by Riwal and Supplier, including, if applicable, the specifications or descriptions detailed in requests for quotations, requests for proposals, offers and other communications between Riwal and Supplier. Should no such detailed specification or description be provided, the specification shall be that which is usual between parties or, should no such specification/description exist, that which generally applies within the sector;

**Supplier:** any (potential) supplier of Riwal.

### 2. Scope

2.1. These General Terms and Conditions shall apply to all request for quotations, proposals and offers, all orders, agreements and other legal relationships (including Purchase Orders, Contracts and non-contractual or pre-contractual relationships) between Riwal and the Supplier in respect of the ordering, procuring, receiving, providing, purchasing, supplying or otherwise making available of Products or Services, except and to the extent that Riwal has deviated from these General Terms and Conditions in writing.

2.2. Riwal expressly rejects the applicability of any general terms and conditions of the Supplier.

2.3. When Riwal and Supplier enter into any order, agreement or other legal relationship to which these General Terms and Conditions apply, Supplier shall be considered to have agreed to the applicability of these General Terms and Conditions for future orders, agreements and legal relationships regarding the procurement of Products or Services.

### 3. Conclusion and term of the Contract

3.1. If Riwal asks the Supplier for a quotation, proposal or offer, the quotation, proposal or offer submitted by Supplier, as well as any subsequent quotations, proposals or offers submitted following negotiations with Riwal, if any, will be deemed irrevocable. Any requests by Riwal to Supplier for the submission of a quotation, proposal or offer are not binding upon Riwal. Riwal is entitled to request amendments to the quotation, proposal or offer of the Supplier as well as to the Specifications without being bound by such request for change or amendment.

3.2. Contracts are concluded only after Riwal has accepted the (final) quotation, proposal, or offer made by the Supplier by issuing a Purchase Order. If the Supplier starts to perform the provisions of the quotation, proposal or offer without first having received the relevant Purchase Order, Supplier will do so entirely at its own expense and risk. Riwal is not obliged to award a Purchase Order or Contract to any quotation, proposal or offer nor to reimburse the costs of any such quotation, proposal or offer.

3.3. In case of, and within the existence of, a framework agreement, a Contract is concluded each time after Riwal issues a written Purchase Order for the provision of a (part of a) Product or Service.

3.4. The Supplier is obliged to inform Riwal with immediate effect of any errors and/or ambiguities in request and/or documents

3.5. Contract shall be effective for the term as detailed in the Specifications and/or the Purchase Order, unless sooner terminated in accordance with these General Terms and Conditions.

### 4. Prices and payment

4.1. All prices quoted by Supplier shall be fixed, on a time and material basis or as otherwise detailed or agreed to in the Specifications and/or the Purchase Order, expressed in euros (unless stated otherwise), without prejudice and subject to these General Terms and Conditions, exclusive of VAT but inclusive of any other taxes, incidental costs and expenses.

4.2. All prices include the standard packaging and carriage paid to place of delivery and shall be free of import duties. Prices shall include the provision of all materials and all preparatory and other work necessary to comply with the requirements and descriptions set out in the Contract and/or the Specifications. All prices include the costs for transportation of equipment and personnel, insurance, and customs, unless explicitly agreed otherwise in writing.

4.3. With the exception of the provisions laid down in Section 6, prices are not subject to change, unless explicitly agreed by Riwal in writing.

4.4. The payment of an invoice shall be made in euros within sixt (60) days of the date of invoice, unless agreed otherwise, by transferring the amount due to the bank account stipulated by Supplier. Invoices for Products will not be sent until Supplier has fully and correctly performed the Contract in accordance with the Specifications. Invoices for Services will be submitted on a monthly basis to Riwal covering Services rendered during the preceding month, unless explicitly agreed otherwise. Payment of an invoice by Riwal does not imply Riwal's acceptance of the performance of the Contract by Supplier in accordance with the Specifications.

4.5. The invoice must contain, as a minimum, either (i) a summary description of the Services that were performed during the preceding month and the period during which they were provided or (ii) the description of the Products and the quantities supplied, as well as the respective Purchase Order number and should be addressed to the correct Riwal legal entity. Riwal reserves the right to return invoices which do not contain the data mentioned in this Section 4.5.

4.6. Riwal may require the Supplier to provide sufficient security if, at whichever moment, doubts arise with regard to the Supplier's creditworthiness. If the Supplier fails to provide the required security, Riwal may terminate the Purchase Order and Contract with immediate effect without any liability for Riwal arising thereof.

4.7. Riwal is entitled, without judicial intervention, and without prejudice to any other rights that Riwal may have under the Contract or applicable law, to offset and/or suspend payment of any amount it, or a company affiliated to it, has or will have a claim, which may or may not be enforceable, against the Supplier or a company affiliated to the Supplier.

### 5. Delivery and Time for performance

5.1. Delivery of Products shall be deemed to have taken place once the Products are stored on the premises designated by Riwal (Delivery Duty Paid, in accordance with Incoterms 2010), unless otherwise agreed. Delivery of Products takes place during normal working hours.

5.2. The Supplier acknowledges that the agreed time, time for performance of the Contract, and/or any further deadlines or timelines specified, are of essential importance to Riwal.

5.3. The Supplier shall be deemed to be in default by exceeding the deadlines or timelines for performance agreed with Riwal. Any penalty agreed on for such default event shall be without prejudice to Riwal's other rights including its right to demand compliance and its right to the full payment of damages by the Supplier; the said penalty shall not be deducted from any such damages.

5.4. Riwal shall be entitled at any time and for whatever reason, by providing a written statement to the Supplier, to defer the performance of the Contract that it has ordered for a period to be specified. In such event, Supplier shall store the Products in a suitable location, separate from any other goods or products, on behalf of Riwal, insuring them and taking appropriate measures to prevent any loss of quality. Riwal shall make reasonable payment to the Supplier for the cost of such storage, measures, and insurance. Riwal reserves the right to issue further instructions upon commencement of the Contract concerning work hours and time schedules, as well as to the precise location on the site where the Services should be performed.



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5.5. If, in the performance of the Contract in question, there is a risk of a delay occurring in relation to the agreed delivery date or timelines for provision of the Services, for any reason whatsoever, the Supplier will take adequate measures on its own initiative and with immediate effect, such as for example, employ extra staff in order to make up for any (potential) delays, and/or to prevent these from arising. The Supplier will promptly report the (potential) delay and the measures to be taken to Riwal in writing. Without prejudice to the above, the Supplier will be in default without any further notice of default being required, if any of the agreed delivery date, timelines or implementation periods relating to the performance of (part of) the Contract are exceeded and Riwal shall be entitled to terminate the Contract with immediate effect, notwithstanding any of Riwal's other rights hereunder.

5.6. Performance of (part of) the Contract prior to the delivery date or agreed time for performance may only take place with prior written permission from Riwal and will not lead to any change in the agreed period of payment.

5.7. Products must be suitably packaged taking into account the nature of the Products and also taking into account the means of transport. Supplier is liable for damage resulting from or related to undue packaging of the Products.

5.8. Products delivered which are not in accordance with the Contract and/or the Specifications may be returned at the Supplier's expense and risk.

5.9. The Supplier is responsible for the removal or processing of packaging, dirt, waste and surplus material, at its own expense.

5.10. Performance of a Contract includes the delivery of all accompanied tools and documents such as, but not limited to, (guarantee-) certificates, drawings, quality reports, manuals, maintenance- and instruction guidelines.

5.11. Supplier is not entitled to perform a Contract in part(s), unless explicitly agreed otherwise in which case these General Terms and Conditions apply to such a partial delivery.

## 6. Performance of the Contract

6.1. The Supplier shall perform the Contract strictly in accordance with the Specifications and other relevant contractual arrangements in good workmanlike manner.

6.2. The Contract shall be performed on a non-exclusive basis. Parties agree that Supplier and Supplier personnel render the Services as independent parties and are not authorized to act as the agent or representative of Riwal or to represent that it or they are entitled to do so. Parties agree that no employment relationship shall exist between Riwal and Supplier, Supplier's personnel or Supplier's subcontractors by virtue of Supplier's or Supplier's subcontractor's personnel providing the Services under the Contract.

6.3. The Supplier undertakes that it, its staff, and any third parties which it engages shall conduct themselves on Riwal's site and its premises in accordance with the regulations and rules of conduct applying there, for example in respect of security, safety, and health, and that they will follow any instructions or guidelines with which they are issued in that regard and sign the necessary statements (or cause such to be signed) including the [Riwal Business Partner Code of Conduct](#). Riwal is entitled to immediately stop the provision of the Services in case the aforementioned regulations and rules are not complied with.

6.4. Supplier shall use its best efforts to minimize any adverse impact on the scheduled time and projected cost of the project that may be caused by the removal or replacement of any of its personnel or materials from a project or site.

6.5. Riwal may request the Supplier to submit regular reports setting out the progress of the Services.

6.6. Riwal shall be entitled to change or supplement the Specifications during performance of the Contract or to request the supply of additional Products or Services after the Contract has been performed.

6.7. If, in the Supplier's opinion, a change or addition to the Contract or the Specifications has consequences for the agreed price and/or delivery date or time for performance, the Supplier will inform Riwal of this in writing by return post, though in no event any later than within one calendar week before implementing the change. If the Supplier fails to timely inform Riwal of the price change and/or change in delivery date or time for performance, the Supplier shall be obliged to implement the change without any entitlement to additional payment.

6.8. In the event that, in the Supplier's opinion, a change to the Contract or the Specifications requested by Riwal will lead to a new price and/or delivery date or time for performance that is not acceptable to Riwal, Riwal reserves the right to determine that the Contract shall be performed without the changes proposed or performed in a different way that is acceptable to Riwal. If the Supplier

and Riwal fail to reach agreement on the new price, new delivery date

or new time for performance, Riwal reserves the right to terminate the Contract with immediate effect.

## 7. Testing and Inspection

7.1. Riwal at all times reserves the right to assess, test or inspect the way in which the Contract is being performed (or to have others to do this), but is not obliged to do so, and to take all possible measures to this end that it considers reasonable, which includes inspecting (or have others inspect) the places where the Contract is being performed either in full or in part and conducting (or have others conduct) an audit of the Supplier's books. The (non)- performance of an inspection by Riwal does not discharge the Supplier from any of its obligations or liability.

7.2. Riwal shall inspect the Products that have been ordered within a reasonable period after they have been delivered. Should Riwal reject the Products or should it later appear, in the reasonable assessment of Riwal, that the Products do not comply with the requirements set for them pursuant to the Contract, Riwal, without prejudice to any of its other rights, may give the Supplier the opportunity to rectify and/or repair the Defects, at the Supplier's expense and risk and at the first request of Riwal. Any additional costs for dismantling, transport, reproducing or reassembly shall be also at the expense of the Supplier.

7.3. Acceptance of the provision of (part of) the Services shall have no further significance than that, in the provisional judgement of Riwal, the provision of (that part of) the Services is in accordance with the Contract. In particular, such acceptance shall not preclude Riwal invoking the Supplier's non-compliance with its warranty obligations referred to in Section 9 or any other obligation vis-à-vis Riwal.

7.4. Should Riwal reasonably find that the Services are not provided in conformity with the requirements set for them pursuant to the Contract or should it later appear, in the reasonable assessment of Riwal, that the Services have not so been provided, Riwal, without prejudice to any of its other rights, may give the Supplier the opportunity to provide the Services again in accordance with the Contract, at the Supplier's expense and risk and at the first request of Riwal. Any additional costs related thereto shall be also at the expense of the Supplier.

7.5. If, in the reasonable assessment of Riwal, (timely) replacement or repair of the Products or re-rendering of the Services is impossible or if the Supplier fails to comply, within the period set by Riwal, with the request referred to in Section 7.2 or 7.4 respectively, the Supplier shall be required to repay to Riwal the amounts it has received from Riwal in relation to the Products and Services concerned.

7.6. Riwal shall inform Supplier immediately in writing in case (a part of) the performance of the Contract is being rejected by Riwal, which notification shall be deemed to be the notification of default. In case parties agreed a fixed time for the performance of the Contract, Supplier will be in default with immediate effect without any further notice of default being required.

## 8. Ownership and risk

8.1. All goods and deliverables developed and/or manufactured by the Supplier in the performance of the Services, including but not limited to drawings, sketches, moulds, templates, prototypes, computer programs in source code, object code and/or hard copy, the corresponding documentation and any other resources, shall become property of Riwal upon their manufacture.

8.2. Riwal shall acquire ownership of the Products at the moment they are delivered in accordance with Section 5 or otherwise become available to Riwal or as much earlier as legal execution of delivery takes place in some other manner.

8.3. The Supplier is liable for all losses or damages arising out of or resulting from the Products, good or deliverables and/or for any losses of and damages to such Products, goods or deliverables until the moment they are delivered to Riwal, without prejudice to any other stipulations laid down in these General Terms and Conditions.

8.4. Should it be agreed, in deviation from the provisions of Section 4.4, that full or partial payment shall be made for partial performance of the Contract at an earlier point than there referred to, Riwal shall, by making an advance payment and without any more specific act of delivery being required, acquire ownership of all Products, materials, raw materials, or semi-manufactures used by the Supplier to perform the Contract or intended for that purpose. The Supplier shall be obliged to acquire the said Products, materials, raw materials, or semi-manufactures, entirely free of charges and third-party rights, and to store them separately on behalf of Riwal. Supplier shall remain liable in accordance with Section 8.3 after the transfer of ownership pursuant to this Section 8.4.

8.5. The Supplier shall have no right of retention or right to postpone obligations in respect of ordered Products or Services

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## 9. Warranty

9.1. The Supplier warrants at least the following:

9.1.1. the Products and Services are suitable for the purpose for which the Contract was concluded, insofar as the Supplier was aware of that purpose or could have been aware of it;

9.1.2. Supplier will exercise due professional care, skill, diligence and competence in accordance with applicable professional standards and will perform the Contract entirely in accordance with the requirements as stated in the Specifications;

9.1.3. Supplier's employees and third parties which Supplier may make use of for the performance of the Services are of sufficient qualification and shall comply with any agreed qualification requirements relating to training, expertise and experience and will continue to do so for the duration of the Contract;

9.1.4. the Products and materials used in the provision of the Services are of the highest possible quality, fit for purpose and provide the adequate level of safety, health, welfare and environment;

9.1.5. all applicable national and international laws and regulations regarding the Products (or their packaging) and Services have been and will be complied with strictly;

9.1.6. the Products and Services otherwise comply with the requirements reasonably set for them or as informed by Riwal from time to time.

9.2. The conditions laid down in this Section 9 do not affect Riwal's other rights, including those referred to in Section 17.

## 10. Specific warranties for Products:

10.1. Ordered Products shall in any case be deemed inadequate within the meaning of Section 9.1 if Defects occur within the agreed Warranty Period, as defined in Section 10.2, unless such is the result of normal wear and tear or such Defects are caused by Riwal.

10.2. Without prejudice to Riwal's right to the payment of costs, damages or interests, if any Defects occur within a period of twenty four (24) months following delivery of the Products, such Defects shall be remedied by Supplier for its own risk and costs within seven calendar days after appearance ("Warranty Period"). This Warranty Period will be extended by a period equal to the period(s) during which the Products were not used or could not be fully used as a result of a failure of this Warranty. The Warranty Period then recommences for products provided as replacements of the defect Products and replaced or repaired parts of these Products, including those parts of the Products on which replaced or repaired parts may be of influence. The expiry of the Warranty Period leaves the statutory rights of Riwal unchanged.

10.3. If during the Warranty Period a Defect arises, Riwal reserves the right either to return the Products and demand immediate repayment of the amount paid for these Products, or to demand that the Products in question be replaced or repaired, all at the Supplier's costs.

## 11. Confidentiality

11.1. Supplier undertakes to keep strictly confidential and not to disclose or otherwise furnish, directly or indirectly, to any third party any information disclosed by or in relation with Riwal that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, unless explicitly permitted herein or required by law. The provisions of this Section 11 shall not apply to any information, which Supplier can demonstrate:

11.1.1. is or becomes public knowledge other than by breach of this Section; or

11.1.2. is in the possession of Supplier without restriction in relation to disclosure before the date of disclosure by Riwal; or

11.1.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

11.2. Supplier shall impose the obligations under this Section to its staff and any third party assigned by Supplier for the fulfillment of Supplier's obligations under a Contract.

11.3. Supplier shall not make any public announcement with respect to a Contract or any ancillary matter without the prior written consent of Riwal.

11.4. In the event Supplier breaches any of the provisions of this Section 11, Supplier shall pay to Riwal liquidated damages of € 25,000,- per event plus € 5,000,- for each day during which such breach continues. Riwal is entitled to claim such damages without prejudice to Riwal's other rights under a Contract or at law and without

prejudice to Riwal's right to seek compensation for the actual amount of the losses incurred in excess of the amount of the liquidated damages. Riwal reserves the right to deduct the imposed penalties from any outstanding or future invoices of the Supplier.

## 12. Intellectual property rights

The Supplier guarantees that the performance of the Contract, the use of the Products and/or the rendering and the receipt of the Services or the receipt, possession or use by Riwal of the results of the Services or of any goods or deliverables as part of the Services do not infringe any patent, trademark, design, drawing rights, copyright, database, trade name or any other absolute or proprietary (intellectual) right of Riwal or any third party and Supplier indemnifies and holds Riwal harmless against and in relation with any such infringement, including without limitation claims in respect of know-how and unauthorized competition. The Supplier will also impose the same obligation upon third parties assigned by the Supplier for the performance of the Contract.

## 13. Items

13.1. Riwal shall remain the owner of all Items. The Supplier shall use the Items only for the purpose of the proper performance of the Contract and shall not authorise or permit third parties to make use of them. Unless it has received the written consent of Riwal, the Supplier shall refrain from any act or omission relating to the Item, such that Riwal loses the ownership thereof by means of specification, accession, confusion, or in any other manner. The Supplier also undertakes that the Item shall not be encumbered or burdened with any third party rights.

13.2. The Supplier shall not have any right of retention or right to postpone obligations in respect of the Items.

13.3. The Supplier shall adequately insure the Items in favour of Riwal, at its own costs, against any damage resulting from their being partly or wholly lost or damaged, regardless of the cause.

13.4. Supplier shall use the Items entirely on its own risk and shall return the Items to Riwal in good conditions immediately upon completion of the Contract, or at an earlier time if this can be reasonably expected of the Supplier.

## 14. Maintenance and spare parts for Products

14.1. Supplier agrees to keep in stock spare parts for the delivered Products for the term that is reasonable within business practice, even if the production of the Products is terminated in the meantime. The sale of spare parts shall be at market conform prices. Supplier shall inform Riwal on the end of life of a Product.

14.2. Supplier warrants that it can maintain the delivered Products for a minimum term of 5 years after delivery or, if agreed upon, acceptance of the Products.

## 15. Assignment and subcontracting

15.1. The Supplier is not permitted to assign the Contract, or any part thereof, or rights or claims ensuing from the Contract, to third parties, nor to transfer or pledge these, unless Riwal has given prior written permission.

15.2. The Supplier is not permitted to outsource, subcontract or otherwise have third parties perform the Contract unless expressly agreed otherwise with Riwal in writing.

15.3. In the event that the Supplier is given permission to assign, transfer or pledge the Contract, or any part thereof, the Supplier will ensure that the third party undertakes to fully observe the conditions laid down in the Contract and these General Terms and Conditions and Supplier will remain responsible for the performance of the Contract in accordance with the Specifications and any other contractual arrangements, if any. Supplier indemnifies Riwal against and holds Riwal harmless from any claims and/or damages caused by a subcontractor.

## 16. Insurance

The Supplier warrants it has taken out sufficient insurance of legal and professional liability, also covering subcontractors and their personnel, if applicable, and will remain so insured during the Contract and the Warranty Period. At Riwal's first request, the Supplier will present a copy of the policy document and proof that the premiums have been paid.

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## 17. Liability

17.1. The Supplier is liable for and indemnifies and holds Riwal harmless against any and all direct losses or damages whether in contract, tort, breach of statutory duty or otherwise resulting from or in connection with the performance of the Contract, regardless of whether said loss or damage is caused by the Supplier itself, its staff, by other persons whom the Supplier has engaged in the performance of the Contract or any other third parties and regardless of whether Riwal could have foreseen the possibility of such loss or damage.

17.2. Neither Party excludes liability in respect of loss or damage caused by willful intent or gross negligence.

17.3. In the event that Supplier does not perform the Contract, or a part thereof, on the agreed time or within the agreed period for performance, or otherwise fails to meet the deliverables as agreed upon, Riwal is entitled to charge Supplier for each calendar day it is in default an immediately payable penalty of 1% percent of the total price of the respective Contract, increased with VAT, to a maximum percentage of 25% percent of the total price of the Contract. Riwal is entitled to charge the maximum penalty at once, in the event that the respective performance remains impossible. Riwal's right to claim penalties as set forward in this Section does not affect Riwal's other legal rights under a Contract or under applicable laws and is without prejudice to Riwal's right to seek compensation for the actual amount of the losses incurred in excess of the amount of the liquidated damages.

## 18. Force majeure

18.1. Force majeure is understood to mean circumstances that impede the fulfillment of the Contract and which are not attributable to Supplier. Supplier is obliged to report this force majeure situation to Riwal in writing within one calendar day. Excluded from force majeure are, at least, the following events:

18.1.1. specific strike at the Supplier and transport problems;

18.1.2. failure to obtain all equipment, materials, and/or (third party) services required for the proper fulfillment of the Contract, unless caused by circumstances that cannot in fairness be attributed to Supplier;

18.1.3. late and/or stagnation of deliveries by Supplier's suppliers;

18.1.4. incomplete deliveries by Supplier's suppliers.

18.2. During force majeure all of Supplier's obligations shall be suspended. Should the period in which Supplier cannot fulfill its obligations as a result of force majeure continue for longer than one (1) calendar month, Riwal shall be entitled to terminate the Contract in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection herewith.

## 19. Termination and suspension

19.1. Unless otherwise determined in these General Terms and Conditions, in the event that Supplier fails to perform any of its obligations under the Contract, Riwal shall send Supplier a notice of default, allowing the Supplier a reasonable period for compliance.

19.2. In the event i) Supplier fails to perform within the reasonable period as set out in the notice of default, ii) Supplier fails to meet a deadline or performance is temporarily or permanently impossible, iii) Supplier can be reasonably assumed not to perform the Contract properly or at the agreed delivery date or time for performance, iv) Supplier is declared bankrupt, granted a suspension of payment, or goes into liquidation, v) Supplier is repossessed, closed down or wound

up or presented with a petition thereof, vi) of the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Supplier, vii) a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Supplier, viii) the Supplier makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement, ix) Supplier ceases, or threatens to cease, to carry on business, Riwal shall, without prejudice to any of its other rights, be entitled to:

19.2.1. wholly or partly terminate the Contract and/ or the Purchase Order by notifying Supplier to that effect and without any further notice of default being required and without any liability for Riwal arising out of or related to this termination,

19.2.2. to suspend its (payment) obligations,

19.2.3. to oblige the Supplier to repeat the performance of the Contract at the Supplier's own expense;

19.2.4. to reverse the performance of the Contract at the Supplier's expense and risk, and/or

19.2.5. to allow Riwal or a third party nominated by Riwal to repeat or reverse the performance of the Contract at the Supplier's expense and risk.

19.3. Riwal may, without prejudice to any of its other rights arising hereunder or under the terms of any Contract, upon giving written notice, terminate the Contract (at Riwal's discretion) with immediate effect if one of the businesses that compete with Riwal has (directly or indirectly) become holder of more than 50 (fifty) percent of the shares in Supplier's share capital or is capable (directly or indirectly, whether or not pursuant to an agreement with other persons or entities with voting rights) of exercising more than the aforementioned percentage of the voting rights in the general meeting of Supplier.

19.4. In the event of termination of the Contract, Riwal shall be entitled to reclaim from the Supplier all payments it has made to the Supplier as having been unduly paid. Insofar as the performance provided by Supplier at the moment of dissolution is not open to repayment and if it otherwise complies with the Contract, the Supplier shall be entitled to a payment, based on the value of the performance to Riwal and determined in all reasonableness, less the amount which Riwal can claim from the Supplier in respect to the shortcoming and/or the termination. Insofar as repayment is possible, Riwal shall be entitled, at its discretion, to retain the Contract which has been performed in return for a payment as referred to above or to return it to the Supplier at the Supplier's expense and risk, such being without prejudice to any exercise of the rights referred to in Section 7.

19.5. Should Riwal be the owner of the Products which it wishes to return in accordance with Section 19.4, Riwal shall retain ownership even after termination of the Contract whereby it acquired ownership, such being within the limits set out in the applicable law, as security for the payment of everything that it may be able to claim from the Supplier. Should Riwal not be the owner of the Product, Riwal shall acquire a right of pledge in respect thereof to serve as the same security.

19.6. Upon expiry or termination of a Contract for any reason whatsoever, the Supplier shall offer due assistance to enable Riwal or a third party to continue the provision of the Services and return to Riwal at its own expense all Items, materials, specifications any other information relating to these Services in its possession. All claims from Riwal on Supplier shall become immediately due and payable upon the termination of a Contract.

19.7. It is expressly agreed that Riwal shall not be liable to pay any severance payment or compensation of whatever nature to the Supplier for loss of profit or loss of goodwill or for any other loss or damage howsoever arising as a result of the expiry or termination, for whatever reason, of a Contract.

## 20. Tax and social security

20.1. The Supplier is and shall remain responsible and liable for fulfilling all of its tax and social security obligations and all of the tax and social security obligations of its subcontractors. Supplier shall indemnify Riwal against all claims in relation to these matters.

20.2. If the Supplier fails to pay, deduct or transfer VAT, other sales taxes, wage tax, social security contributions or employee's insurance contributions or fails to do so in due time, Riwal will be entitled to terminate the Contract with immediate effect.

20.3. The Supplier shall impose on its subcontractors the same obligations as those contained in this Section 20.

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**21. Data Protection**

21.1. Parties will comply with their obligations under the General Data Protection Regulation (GDPR) regarding processing of personal data when executing the Contract.

21.2. Each party guarantees that the personal data that are shared with the other party, for the execution of the Contract, are correct, legally obtained, not excessive and not illegal nor infringe on a right of a third party.

21.3. Each party will be responsible, with regard to the execution of the Agreement, for its own processing of personal data. Supplier shall indemnify Riwal against any legal action by individuals whose personal data are processed in the execution of the Contract by the Supplier, or for which the Supplier is responsible under the Contract, by law or otherwise, unless Supplier proves that the facts underlying the claim of

the individual should be attributed exclusively to Riwal.

21.4. If Riwal considers relevant to the execution of the Contract, Supplier shall, upon request by Riwal, inform the Supplier in writing without delay on how the Supplier implements its obligations in compliance with GDPR.

**22. Partial invalidity**

If any provision under these Terms and Conditions cannot be invoked or such provision is deemed to be invalid for any reason whatsoever, the other provisions shall remain in full force and effect. The Supplier and Riwal shall be deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived therefrom.

**23. Authority to amend**

Riwal is entitled to amend these Terms and Conditions. Such amendments shall enter into force on the effective date as notified. If the effective date has not been officially announced then the amendments affecting the Supplier will enter into force on the date that Supplier is notified or informed of such amendment.

**24. Waiver**

The rights of either party under any Contract are without prejudice to all other rights and remedies available to either party and no failure or delay by either party to exercise any right under this Contract will operate as a waiver of such right under any Contract.

**25. Disputes and Governing Law**

Each dispute arising under or in relation to a Contract shall, in first instance, be settled by the competent court in Dugo Selo, Croatia, which will have exclusive jurisdiction in respect of any such disputes. The Contract is subject to Croatian law. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.