

## **GENERAL TERMS AND CONDITIONS OF SALE FUCHS LUBRICANTS BENELUX N.V./S.A.**

The legal relationship between FUCHS LUBRICANTS BENELUX N.V., with registered office at 1654 Beersel, Heideveld 54, registered in the CBE and VAT register under number BE0421.493.902, e-mail info-fbnl@fuchs.com, tel. +32 (0)2 363 19 91, website <https://www.fuchs.com/be/> (hereinafter 'FUCHS'), and the Purchaser (collectively referred to as the 'Parties'), is governed by these general terms and conditions of sale (hereinafter the 'Terms and Conditions'), possibly supplemented by specific conditions relating to the order (e.g. quotation).

These Terms and Conditions have the force of law in the relationship between FUCHS and the Purchaser and annul and replace all written or oral agreements, arrangements, proposals and commitments relating to the same subject matter that would precede the date of the final Agreement between the parties.

### **1. Application**

1.1. These Terms and Conditions apply to orders for goods and/or services placed by the Purchaser. These Terms and Conditions must be accepted by the Purchaser upon confirmation of the quotation. The acceptance of the Terms and Conditions is also inferred from the normal execution of the assignment/order, or they are deemed to have been accepted by the Purchaser if the Purchaser has not raised any objection within a reasonable period after receipt thereof, hereby set at 7 calendar days. The Purchaser hereby waives the general or special conditions that it may mention on its own commercial documents or in its correspondence, even if these stipulate that they alone apply. Deviations from the Terms and Conditions are only possible after prior written consent from FUCHS.

1.2. FUCHS reserves the right to amend or supplement the Terms and Conditions at any time provided there is a valid reason for doing so. In such case, written notification will be given to the Purchaser. If the Purchaser has not raised a written objection against the relevant amendment(s) or supplement(s) within 14 days of receipt of this notification, the Purchaser is deemed to have accepted them.

1.3. The Purchaser is solely and exclusively responsible for the accuracy of all data that he or she provides and uses. FUCHS bears no responsibility for incorrect data provided by the Purchaser.

1.4. If the Purchaser acts on behalf of a legal entity, he or she will at all times be held personally liable for outstanding invoices, if it appears that the Purchaser was not authorized to act on behalf of the legal entity at the time of placing the assignment/order or if the legal entity on whose behalf the signature was made waives its obligation to pay.

### **2. Formation of the Agreement**

2.1. Commercial documents and offers create no obligations on the part of FUCHS. All quotations are non-binding, both in terms of price, content and delivery period, and expire after 30 days unless a different expiration date has been agreed between the parties, or insofar as they are confirmed by the Purchaser by return mail. The quotation is based on the information that FUCHS has received from the (potential) Purchaser up to that point.

2.2. The Agreement between FUCHS and the Purchaser is only concluded at the moment when the Purchaser sends back a signed quotation, together with the Terms and Conditions signed by the Purchaser, to FUCHS and this is subsequently validated by FUCHS. The confirmation is sent to the e-mail address provided by the Purchaser. It is the Purchaser's responsibility to ensure that messages do not end up in the spam folder.

2.3. Only products and/or services that are expressly mentioned in the quotation are included in the Agreement. All modifications – for whatever reason – fall outside the original Agreement and will be charged additionally.

2.4. The transfer of risk takes place either at the moment when the purchased products are transferred to the carrier appointed by the Purchaser or by FUCHS at the stated location, after the goods have been loaded on board the vehicle (Incoterm FCA) – the unloading of the products is therefore at the risk of the Purchaser – or at the moment when the products are offered at the address of FUCHS' registered office where the Purchaser must collect them if applicable, or at the moment when the services have been performed by FUCHS or an appointed third party. From that moment on, the

Purchaser is exclusively liable for all loss or damage, regardless of its nature, caused by or to the products, subject to the warranty provision in Article 8.

### **3. Prices**

3.1. FUCHS will express the applicable prices in euros. The parties agree that the applicable prices are those that apply at the time of the conclusion of the relevant Agreement between the Purchaser and FUCHS, excluding FCA, any applicable taxes or import duties, packaging, VAT or other levies or customs costs that are or are not imposed by the government and are at the Purchaser's expense, unless otherwise agreed with the Purchaser. Unless otherwise agreed, FUCHS is also not responsible for any customs clearance or other customs formalities.

3.2. Insofar as the Agreement provides for the delivery of the purchased products by FUCHS to the delivery address specified by the Purchaser, the delivery costs are borne by the Purchaser, unless otherwise agreed.

3.3. Any price increase by third-party suppliers, due to a change in raw material prices or due to a legislative amendment, and therefore completely independent of FUCHS' will, prior to the date of delivery, availability or any installation, will automatically and without prior notice result in a revision of the prices stated in the Agreement without the Purchaser being able to demand termination of the Agreement on this basis. In general, FUCHS reserves the right to implement a price adjustment provided it has a valid reason for doing so. The possible price adjustment is limited in accordance with the legal guidelines in this regard, such as Article VI.91/5 of the Code of Economic Law.

3.4. The specified prices are – unless otherwise agreed – valid for 30 days.

### **4. Invoicing**

4.1. Orders placed may be invoiced either (1) in advance by means of advance invoices, (2) upon delivery, (3) by cash on delivery, or (4) after delivery/making available by FUCHS to the Purchaser. FUCHS thus reserves the right to request one or more advance payments.

4.2. All invoices are sent digitally (pdf) and are payable within 30 days end of month after invoice, unless a different payment term is stated on the invoice.

4.3. In the absence of payment within the provided payment term, the invoice amount is increased by operation of law and without prior notice of default by the applicable statutory interest rate for late payment in commercial transactions, currently set at 12%, calculated on the outstanding amount, whereby each month started is considered to have expired, and a fixed compensation amounting to 10% of the amount of the unpaid invoices, with a minimum of EUR 150.00. All collection costs are also at the expense of the defaulting Purchaser.

4.4. Insofar as the Purchaser fails to pay one or more outstanding invoices, FUCHS reserves the right to suspend further execution of its assignment or the delivery of products until all outstanding accounts are settled (including the added damages and late payment interest). In any event, the Purchaser owes all amounts for the services rendered and expenses incurred by FUCHS, including the (extra-)judicial costs.

4.5. Any non-payment of an invoice before the due date results in the enforceability of all other invoices charged to the same debtor. If installment terms have been explicitly and in writing granted by FUCHS, the total amount still due becomes payable without further notice or notice of default as soon as one installment term has not been respected as provided. All payments are first set off against the late payment interest already due.

4.6. In case of non-payment, all amounts due will be collected through legal proceedings.

4.7. Any protest regarding an invoice must be addressed to FUCHS within 7 calendar days of the invoice date by registered letter. Protest after this date is considered non-existent.

4.8. The Purchaser is not permitted to unilaterally and without prior written consent from FUCHS carry out a set-off or other compensation regarding amounts due.

### **5. Retention of Title**

5.1. The delivered products remain, even after incorporation, the property of FUCHS until full payment (principal, costs and interest) of the products by the Purchaser (notwithstanding that the risk of loss and/or destruction of the products is borne by the Purchaser from delivery or making available in

accordance with Article 2.4 of these Terms and Conditions). In case of partial deliveries and when these are subject to separate payments, the products also remain, even after incorporation, the property of FUCHS until the moment of full payment (principal, costs, interest) of the entire order. Until the moment of full payment, the Purchaser is not entitled to dispose of the products in any way, nor is it entitled to rent, pledge, give away, alienate, or encumber these products, without limitation.

The Purchaser immediately notifies FUCHS of any seizure of the delivered products by third parties.

5.2. FUCHS may have the delivered products removed from the Purchaser's premises if the Purchaser has not paid the corresponding invoices relating to the delivered products in a timely manner. If the removal took place due to the Purchaser's payment default, such removal does not constitute a cancellation of the order by FUCHS, unless FUCHS explicitly and in writing reports this.

5.3. The Purchaser assigns to FUCHS the purchase price claim that it obtains through the sale of goods that are still the property of FUCHS as security for FUCHS' purchase price claim. FUCHS hereby accepts this assignment. If an assignment is not permitted, the Purchaser hereby instructs the third-party debtor to make any payments exclusively to FUCHS. The Purchaser is entitled to collect the assigned claims as long as it fulfills its payment obligation to FUCHS. If the Purchaser does not fulfill this obligation, FUCHS is entitled to collect amounts due.

5.4. The Purchaser explicitly acknowledges that, to the extent permitted by applicable law, the following agreements between the parties will apply:

a) If the delivered products are processed, manufactured or modified, FUCHS is a co-owner of the resulting new product, to the extent of the invoice value of the delivered products that have become part of the new product.

b) If FUCHS would lose its retention of title on the delivered goods under applicable law through incorporation or by mixing with other products, the Purchaser hereby transfers co-ownership to FUCHS of the resulting new products to the extent of the invoice value of the delivered products. The Purchaser stores all such products free of charge for FUCHS.

c) The Purchaser may only sell the delivered products or the products of which FUCHS is co-owner in the normal course of business, under customary sales conditions, and only insofar as the Purchaser fulfills its financial obligations to FUCHS when they are due. The Purchaser sells the delivered products exclusively with retention of title for FUCHS. The Purchaser's claims arising from the sale by the Purchaser of the delivered products are hereby assigned to FUCHS and FUCHS accepts this assignment. Such claims serve as security for FUCHS' claims against the Purchaser, to the same extent as the delivered products.

## **6. Delivery of Products, Services and Containers**

6.1. FUCHS agrees with the Purchaser in mutual consultation on a date or schedule for the delivery of the ordered products and/or services. FUCHS is entitled to change the schedule and/or delivery period if it cannot be followed and it deems this necessary (e.g. in the context of sustainability policy), and this without prejudice to the Purchaser's obligation to pay for the costs incurred up to that point. All offers or scheduling agreements are made without commitment regarding the delivery date, which is not strictly applicable and is always given approximately.

6.2. Deliveries of ordered products take place exclusively in accordance with Incoterm FCA (Free Carrier), unless otherwise agreed between the parties.

6.3. If the products delivered by FUCHS are damaged at the time of acceptance by the Purchaser, do not correspond to the products stated on the delivery note, or do not correspond to the products ordered by the Purchaser, this must be reported to FUCHS as soon as possible and no later than within 7 calendar days of receipt by e-mail. In that case, FUCHS will examine in consultation with the Purchaser how the above inconvenience can be remedied. Complaints received outside this period are considered late and therefore non-existent.

The Purchaser must substantiate the complaint extensively and provide the necessary evidence. Any liability on the part of FUCHS is handled as set out in Article 8 of these Terms and Conditions.

6.4. FUCHS may provide services in support of the Purchaser, which are performed by third parties (such as, but not limited to, providing training, conducting audits, making equipment available, ...). FUCHS cannot be held liable for any damage resulting from these services performed by third parties at the Purchaser's request for support. The maximum liability rests with the third-party provider of

these services and the Purchaser indemnifies FUCHS against all claims in connection with such supporting services.

6.5. To the extent agreed between the parties, any containers to be returned that are made available free of charge by FUCHS remain the property of FUCHS. If applicable, they may not be used for other purposes and must be returned undamaged, empty, with all bolts and taps in place and free of charge to the corresponding FUCHS warehouse after the agreed time, i.e. no later than 90 days after delivery (hereinafter referred to as the "End of the provision period"), i.e. the containers may not contain more than 1 percent of the original fill volume. If the container has not been sufficiently emptied and cleared of residues, as well as in the case of damage to the container, the Purchaser bears the resulting costs, unless the insufficient emptying/damage is not attributable to the Purchaser, except in cases of force majeure. FUCHS reserves all rights in this regard.

Replacement costs may be charged for all reusable containers that have not been returned at the end of the delivery period and after the expiry of the permitted grace period, unless the Purchaser is not responsible for the untimely return of the containers.

6.6. Purchaser's containers (i.e., containers owned by the Purchaser or purchased by the Purchaser from a third party) must be sent free of charge, clean and ready to be filled to FUCHS' filling facility. FUCHS is not obliged to examine the containers provided by the Purchaser for suitability or cleanliness. They are used at the Purchaser's risk. FUCHS is not responsible for any contamination of the goods resulting from dirty or unsuitable containers provided by the Purchaser.

6.7. For deliveries by tanker trucks, the Purchaser must ensure that unloading can take place immediately. The Purchaser is liable to FUCHS for all costs and damage resulting from delayed unloading of the tanker truck, unless the delayed unloading is not attributable to it.

If the Purchaser does not fully accept the ordered goods, the Purchaser will be charged the costs resulting from sending the goods to the Purchaser and returning them to FUCHS, unless the incomplete acceptance is not attributable to it.

FUCHS reserves all rights in this regard.

## **7. Termination of Agreement and Cancellation**

7.1. The Agreement concluded between the parties in accordance with Article 2 is entered into for the entire duration of the agreed assignment/order and delivery.

7.2. Either Party may terminate the Agreement immediately in case of gross negligence or failures on the part of the other party or in case of ordinary negligence or failure if it could not be remedied 15 days after notice of default, including the non-payment of (advance) invoices to which Article 4.3 of these Terms and Conditions remains fully applicable. In case of early termination, all amounts due become payable and all services provided that have not yet been invoiced may be invoiced.

7.3. FUCHS may furthermore terminate the Agreement unilaterally at any time. If the early termination is the result of a failure by the Purchaser, the Purchaser can in no case claim compensation or refund of the amounts paid.

7.4. If the Purchaser terminates the Agreement early, without complying with the provisions in this article, i.e., cancels the order for goods and/or services after the conclusion of the Agreement, the Purchaser must pay a fixed cancellation fee of 30% of the quotation price (incl. VAT) with a minimum of EUR 150.00, without prejudice to FUCHS' right to prove the full damage and have it compensated. Cancellation by the Purchaser also includes cases where any delivery of goods and/or services is not possible due to the action or omission of the Purchaser, in which case the full amount of the assignment will be due. The order can only be validly cancelled by the Purchaser by e-mail and provided FUCHS has sent confirmation of receipt of this e-mail to the Purchaser.

## **8. Liability**

8.1. The Purchaser guarantees that the information essential for the proper execution of the delivery of goods and/or services has been provided in writing. FUCHS is not liable for damage caused by incompleteness or deficiency in the information provided by or on behalf of the Purchaser, nor is FUCHS liable for the advice provided by FUCHS based on incomplete or deficient information. FUCHS will not examine the information provided by the Purchaser or by third parties for factual accuracy and completeness.

The Purchaser is also responsible for complying with safety and environmental regulations in connection with the purchase, storage and use of the products after transfer. FUCHS is not responsible for obtaining legal approval in this regard. The Purchaser must comply with the specifications, instructions, guidelines and conditions in the product information, technical instructions, assembly, operating and use instructions and other documents relating to the individual products, in particular perform maintenance properly and provide proof thereof and use recommended parts. Claims against FUCHS for damage arising from failure to comply with this obligation are excluded.

8.2. FUCHS is also not liable for any damage, of whatever nature, resulting from the Purchaser's failure to comply with the Terms and Conditions, nor is it liable for damage caused directly or indirectly by an act of the Purchaser or a third party (such as, without limitation, modification, transport, unloading, use, by the Purchaser or by third party(ies) appointed by it other than prescribed), regardless of whether these are caused by fault or negligence.

8.3. FUCHS cannot, except in case of intent, fraud or gross negligence or in case of a breach of FUCHS' warranties or in case of causing personal injury, including death, be held liable for any loss or damage of any nature whatsoever, which would be wholly or partly the result of its acts or those of its employees (regardless of their status), agents and representatives.

8.4. FUCHS' liability is thus limited to the liability mandatorily imposed by law, except for the explicit commitments made by FUCHS under the Agreement.

8.5. FUCHS will, whatever the cause, form or object of the claim in which liability is invoked, in no case be liable for indirect damage or consequential damage.

8.6. If FUCHS' liability is retained, it is only obliged to remedy the defects or refund the price of the product.

8.7. FUCHS can in no case be held liable for damage occurring to the products as a result of unloading the products after it has delivered the products to the delivery address specified by the Purchaser. The Purchaser bears full responsibility for unloading the products.

8.8. To the extent that FUCHS' liability is excluded or limited, this also applies to the personal liability of employees, colleagues, representatives and auxiliary persons.

## **9. Warranties**

9.1. Analytical data and details relating to quality characteristics reflect to the best of FUCHS' ability the current level of findings and development. Samples made available to the Purchaser before concluding the Agreement are only approximately relevant and only represent the average quality of the goods at that time. If certain parameters are stated in the product specifications or other contractual documents based on the samples, then these are binding and final, even if the samples contain other parameters than those stated.

9.2. FUCHS grants a contractual warranty on the delivered products based on the shelf life of the products manufactured by FUCHS, provided that FUCHS' storage and use instructions have been followed, the notification was made within 5 days of detection and provided that the invoices have been fully paid in accordance with Article 4 of the current terms and conditions. Information regarding the shelf life is available upon request. If the shelf life has expired, an extension may be considered upon request.

In case of a defect in a product or part manufactured by FUCHS, the Purchaser may only return the relevant product to FUCHS, after its approval and by carriage-paid shipment. The method of transport will be determined by FUCHS.

If it is established that the product is indeed defective, FUCHS is only obliged to remedy the defects by repairing or replacing it.

9.3. FUCHS reserves the right to inspect the product at the Purchaser's premises, or to require that the product be returned to the registered office at the Purchaser's expense for inspection.

9.4. This warranty does not cover goods that have been damaged or exposed to an accident, incorrect or abusive use, incorrect storage, nor goods that have been altered or repaired by anyone other than a representative authorized by FUCHS.

9.5. The warranty for (sub)products delivered and/or co-processed by FUCHS but manufactured by third parties only includes the guarantee granted by these third parties to FUCHS. FUCHS cannot in

that case be held liable for compensation of any damage resulting from a defect in the (sub)product used.

9.6. The current warranty provision limits FUCHS' liability in an absolute and exclusive manner and constitutes the sole recourse for the Purchaser for any compensation in connection with its order of the products, their design, their suitability for the use that the Purchaser wishes to make of them, their operation, as well as for any defect therein.

#### **10. Hidden Defects**

10.1. If and to the extent that the parties (i) have agreed on the quality of the goods or (ii) the suitability for a specific use was assumed in the context of the Agreement or (iii) the parties have agreed on instructions or accompanying information, the products are only defective if and to the extent that these agreements or suitability have not been met. The agreed condition includes agreements about the type, quantity, quality, functionality, compatibility, interoperability or other characteristics of the goods; in any case, the information in the product information of the respective products applies as agreed. FUCHS is not liable for any other suitability for use, properties, other accessories or other instructions.

In particular, FUCHS is not obliged to guarantee that the products are suitable for other, possibly even customary, use or that they have a quality that is customary for goods of the same type.

10.2. Defects that remain unnoticed during regular inspections of goods receipt must also be reported in writing without undue delay after such defects have been discovered. The Purchaser must ensure that any recourse rights against the transport company are maintained. In the case of quality complaints, a sample in sufficient quantity must be sent to FUCHS without undue delay; the remaining products in their original packaging and all products that may have been in use must be secured and stored separately. FUCHS must be given the opportunity to take all necessary measures to inspect the product to which the complaint relates on site.

10.3. Any complaints from the Purchaser regarding defective products must be reported to FUCHS within one year.

#### **11. Unauthorized Use**

11.1. FUCHS products may not be used for aircraft/spacecraft and/or parts thereof without FUCHS' express prior consent, unless FUCHS products are completely removed before such aircraft/spacecraft is put into service.

11.2. FUCHS products may not be used in connection with the primary circuit of nuclear energy.

11.3. If FUCHS products are used in violation of the restrictions mentioned in paragraphs 1 and/or 2, the Purchaser must indemnify FUCHS without undue delay from all possible resulting damage/loss and from all related costs (including legal costs), unless the Purchaser is not responsible for the use of the products in violation of the restrictions mentioned in paragraph 1 or 2. Further claims by FUCHS remain fully applicable.

11.4. The Purchaser may not, directly or indirectly, sell or export the products (including technical support or services in connection with such products) to/for use in Russia, Belarus, the territories of Crimea, Donetsk, Luhansk and any other, if applicable, self-declared republic on the territory of Ukraine. In case of violation, FUCHS has the right (i) to terminate the business relationship with the Purchaser with immediate effect in whole or in part, (ii) to stop all deliveries of products (including the provision of services) with immediate effect, and/or (iii) to use all other adequate remedies (including, but not limited to, compensation for damage, losses and expenses).

#### **12. Export and Embargo**

12.1. The Purchaser is aware that all products covered by the provisions of these general terms and conditions may be subject to export control regulations (in particular including any applicable embargoes or economic sanctions) of the respective exporting country and, if applicable, the USA.

12.2. In case of re-export of the product by the Purchaser, the Purchaser is legally responsible for the correct classification of the product in accordance with export regulations and for obtaining all necessary export licenses.

### **13. Force Majeure and Unforeseeability**

13.1. With the exception of payment obligations, parties cannot be held liable for delays or failures in the execution of the order if these delays or failures are the result of facts or circumstances that are independent of the will of one of them, that are not foreseeable and that cannot be avoided (force majeure), such as (without limitation), exceptional weather conditions, total or partial strikes that may impact the assignment, epidemics and pandemics, earthquakes, fire, storm, flooding, water damage, theft, blocking of the computer, IT or telecommunication system, blocking of distribution or the unavailability of certain raw materials.

If one of the parties is affected by a situation of force majeure, it will immediately and in writing inform the other Party thereof. These elements thus release FUCHS from fulfilling its delivery obligation or term, without the Purchaser being able to claim any right to compensation for costs, damage and interest on this basis.

13.2. In case of force majeure, the parties may suspend the execution of the Agreement during the period in which the force majeure exists, or terminate the Agreement (by registered letter) if the force majeure continues for more than 3 months. In that case, the Purchaser is obliged to compensate FUCHS for the executed part of the assignment without any compensation being due.

13.3. A party may request the other party to renegotiate their mutual agreements regarding the modification or termination thereof, if the following requirements are met:

- a change in circumstances makes the execution of the Agreement or an obligation in the Agreement unreasonably onerous, to such an extent that its execution can reasonably no longer be required (e.g., financial circumstances, drastically changed economic circumstances, strong price increases, disruption of the supply chain);
- this change was not foreseeable at the time of concluding the Agreement;
- this change is beyond the reasonable control of the Party requesting new negotiations;
- neither of the Parties has agreed to bear the financial risk of this change.

The Parties will continue to execute the Agreement during the renegotiation. If the Parties have not succeeded in rebalancing the Agreement within 30 days, the Agreement is automatically terminated after one month, unless there is intervention by a judge or an expert.

### **14. Processing of Personal Data**

14.1. In accordance with the General Data Protection Regulation of 24 May 2016 regarding the protection of privacy in the processing of personal data (hereinafter 'GDPR'), FUCHS collects and processes the personal data of the Purchaser and its employees for its client management (including client administration, order follow-up, invoicing, solvency monitoring and sending marketing and personalized advertising).

The personal data are processed on the basis of Article 6.1. b) and 6.1.f) GDPR.

If this is necessary to achieve the intended purposes, the Purchaser's personal data will be shared with other companies within the European Economic Area that are directly or indirectly affiliated with FUCHS. FUCHS will ask these recipients to take the necessary technical and organizational measures to protect the shared personal data.

The personal data processed for client management will be kept for the period necessary to comply with legal requirements (including in the field of accounting).

14.2. The Purchaser has the right at all times to access his personal data and can have it corrected if it is incorrect or incomplete, have it deleted or have its processing limited. In addition, the Purchaser has the right to obtain a copy (in a structured, common and machine-readable form) of his personal data and to have the personal data forwarded to another company. The Purchaser may also object free of charge to any processing of his personal data for direct marketing purposes. To this end, the Purchaser must, with proof of identity (copy of identity card), send a written, dated and signed request to FUCHS.

14.3. All personal data obtained and processed via the website will be treated confidentially and will in no case be passed on to third parties.

14.4. For more information regarding its privacy policy, FUCHS refers to its privacy statement available at <https://www.fuchs.com/be/nl/gegevensbescherming/>.

## **15. Confidentiality**

The Parties will regard all information they acquire regarding the other party, its business operations (including quotations and price lists), its customers, its working methods, products and services in the formation and execution of the Agreement as confidential information.

The Parties will use this confidential information exclusively for the execution of the Agreement. This confidential information will not be disclosed or made available to third parties by the receiving party, including any employees (regardless of their status), without the prior written consent of the other party, unless disclosure or provision of access to third parties is absolutely necessary. The receiving party will also take all necessary measures to prevent the dissemination of this confidential information.

This obligation of confidentiality does not apply to information that: (i) is generally known and belongs to the public domain; (ii) has been lawfully obtained from third parties; (iii) has been developed completely independently by a party.

The Parties therefore undertake always, both during the execution and after the termination of the Agreement, to maintain the confidential nature of this information and not to use, disseminate, publish, disclose or communicate to third parties any facts or information that has come to the attention of one of the parties or that it has developed itself in the context of the execution of the Agreement and that is not normally accessible to the public.

The Parties also undertake complete confidentiality regarding all financial transactions of this cooperation.

All documents, forms, correspondence, reports, advice, notes, reports, and other assets and documents and copies thereof that have been entrusted to one of the parties in the context of the Agreement are treated by it with the care expected of a reasonably prudent person. After termination of the Agreement, regardless of the reason, all confidential information must be destroyed.

This obligation of confidentiality continues after the termination of the Agreement.

## **16. Intellectual Property Rights**

16.1. Technical drawings, notes, designs, concepts, material selection, illustrations, logos, look & feel, drawings, photos, images, manufacturing and fabrication methodologies, (product) descriptions, data, product or company names, texts, etc. that are developed and/or used by FUCHS, in any form whatsoever, are and remain its property, as well as any documentation that would be made available to the Purchaser in this regard (for example in the quotation) or would be placed on the website.

16.2. The delivery of products, nor the provision of services, nor the forwarding of the quotation by FUCHS leads to any transfer of intellectual property rights to the Purchaser.

16.3. In case of infringement by the Purchaser of the provisions in this article, the Purchaser must pay a fixed compensation amounting to EUR 1,500.00 per established infringement, without prejudice to FUCHS' right to prove the full damage and have it compensated.

## **17. Nullity and Forfeiture of Rights**

17.1. The possible nullity, invalidity or unenforceability of one of the provisions of these Terms and Conditions and more generally of the provisions governing the legal relationship between the parties for whatever reason (in whole or in part), will in no way affect the validity of the other clauses of these Terms and Conditions despite the nullity of the contested clause. The other provisions of these Terms and Conditions therefore remain fully applicable.

17.2. Failure to claim a right or to apply a sanction by FUCHS does not in any way constitute a waiver of rights.

## **18. Applicable Law and Competent Courts**

These Terms and Conditions and the overall legal relationship between FUCHS and the Purchaser are governed by Belgian law. The applicability of the Vienna Sales Convention is expressly excluded. All disputes arising from or related to the legal relationship between FUCHS and the Purchaser will be exclusively settled by the courts of the Brussels district.