



## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **1. Scope of application**

These general terms and conditions of purchase ("General Conditions") apply to each Purchase Order produced by Nicols Group and its affiliates ("Nicols Group"), even when the Supplier's terms would differ from the General Conditions. Deviations from these General Conditions will only be valid when agreed in writing by both parties. Acceptance and/or execution of any Order from Nicols Group entails acceptance of these General Conditions and waiver of the Supplier's own conditions. If the parties agree in writing to make contradictory clauses to these General Conditions, these General Conditions shall for the rest remain in force, even if this is not expressly stated.

### **2. Definitions**

For the purpose of these General Conditions:

- "Nicols Group" shall include Nicols International S.A., which registered office is situated 12, avenue Jean Monnet, 1400 Nivelles, in Belgium, as well as the following related companies:
    - o Nicols France S.R.L. and Laboratoires des Produits Hyodall S.A.S, which registered offices are respectively situated 2 and 4, allée des Erables, at 59980 Bertry, France;
    - o Nicols Poland, which registered office is situated SP Z.O.O., 21-044 Trawniki, Poland;
    - o Eurvest S.A., which registered office is situated 12, avenue Jean Monnet, 1400 Nivelles, Belgium.
  - "Supplier" shall mean the entity that sells the Goods or provides the Services to Nicols Group.
  - "Goods" means movable goods including, but not limited to, raw materials, packaging, components, semi-finished goods, finished goods, products, equipment, tool, machinery, design, software, rental properties, buildings (including any extension or maintenance thereof), vehicles, and/or related documentation to be supplied by Supplier under the Order.
  - "Services" include, but are not limited to, the services related to the supply of Goods by the Supplier and any other services or related deliverables under the Order.
  - "Order" or "Purchase Order" shall mean the written document generated by Nicols Group in paper or electronic form to place the order of Goods and/or Services with the Supplier.
  - "Order Confirmation" shall mean the written document generated by the Supplier in paper or electronic form, containing the commitment of Supplier to deliver the Goods and/or provide the Services.
  - "Delivery" means the delivery of Goods or performance of Services as specified in the Purchase Order. In case of a CAPEX Agreement, the delivery shall include, unless the Parties agreed otherwise in writing: (i) the completion of any assembly, installation and start up work of the Goods; (ii) the delivery of the user manual and the technical and engineering documentation and (iii) the training or technical assistance of individuals selected by Nicols Group, in all cases when those steps would be required for the Goods and/or Services to be operational as per the Specifications.
- "Delivery Date" means the date and time of Delivery of Goods or performance of Services as specified in the Purchase Order.
  - "Specifications" means the requirements, attributes and specifications for the Goods or Services. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for the Services (d) the Supplier's full identification details, including but not limited to his name, registered office and, as the case may be, place of manufacturing of the products if it is different from the registered office (hereafter the "Supplier Identification Details") ; and (e) Nicols Group's other business requirements that are expressly set out and agreed upon.

### **3. Components of the contractual relationship – Priority order**

The contractual relationship between Nicols Group and the Supplier for the purchase and sale of Goods and/or Services is ruled by the following components (hereafter together the "Agreement"):

- i. any document, irrespective of its form, establishing the conclusion of the contract (the "Deed of Contract");
- ii. the formal purchase agreement, if relevant;
- iii. the present General Conditions;
- iv. the Traded Goods Quality Commitment Charter.
- v. the Supplier Code of Conduct

In case of contradictions between the various components of the Agreement, the above-mentioned order shall apply to assess which contractual terms should prevail:

In case the Deed of Contract consists of various contractual components, the following order shall apply to assess which contractual terms should prevail:

- i. the Purchase Order of Nicols Group;
- ii. the appendixes of the Purchase Order of Nicols Group;
- iii. Nicols Group's request for proposal, if relevant;
- iv. the Supplier's offer, including but not limited to prices per unit of measure, currency, incoterm, minimum order quantity.

The Agreement shall be considered as a CAPEX agreement for the purpose of these General Conditions if it concerns investments made by Nicols Group to acquire, maintain, extend or upgrade physical assets that will be used for more than one year, such as, amongst others, all or part of buildings, equipment, machinery or tools, hardware purchases such as computers, and vehicles (hereafter "CAPEX Agreement").

### **4. Price offer**

Supplier shall deliver the Goods and/or Services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices shall include packaging, supervision and consumables, shall be exclusive of VAT but inclusive of any other tax, levy or duty and shall include all costs for the production, delivery, transport, conditioning, packaging (and its removal and disposal), supervision, consumables, insurance, safety measures, if any and, if necessary, the assembly, installation, testing, and/or start up work, as well as any ancillary activity, material, and

service, including but not limited to training and technical assistance, necessary for the full compliance of the Goods and/or Services with the Specifications, the provisions of the Agreement and all applicable laws and regulations from time to time in force.

Prices are fixed and non-revisable during the duration of the price Agreement, unless otherwise agreed in writing by both parties. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed in advance in writing by Nicols Group.

#### **5. Purchase Order**

Purchase Orders are only binding when made in writing, sent by post, fax or email (unless otherwise agreed by both parties) by a representative of Nicols Group, and marked "Purchase Order". They are based on the Specifications previously defined and approved by Nicols Group.

The Supplier may not modify, replace or update the Specifications without Nicols Group's prior approval. Supplier may request amendments to the Specifications only if special circumstances, such as market conditions or legal developments, so require. If so, the suggested amendment should be notified by Supplier in writing to the e-mail address [procurement@nicols.eu](mailto:procurement@nicols.eu) at least 3 months before its implementation to Purchase Orders. This deadline will be extended to six months in case of substantial amendment to the Specifications, i.e. any change that might have an impact on Nicols group (i) production line (ii) final products (iii) legal obligations or (iv) audit requirements (hereafter "Substantial Amendments"), Substantial Amendments include, amongst others, any change to the Supplier Identification Details.

In any case, Supplier shall never implement Specifications amendments to Purchase Orders which have been placed by Nicols Group before Nicols Group's written agreement on such amendments. For the sake of clarity, any Products implementing amendments to the Specifications and delivered before Nicols Group's agreement on such amendment shall be held as non-complying with the Specifications pursuant to Article 8, without prejudice to Articles 7 and 14.

Nicols Group may modify, replace or update the Specifications or choose other Specifications for the Goods or Services if special circumstances, such as market conditions or legal developments, so require. If Nicols Group requests such amendments to the Specifications, the Supplier shall promptly inform Nicols Group of the supply's feasibility of modified Specifications and potential change in price to be agreed upon prior to the implementation of Nicols Group's request.

#### **6. Order Confirmation**

Unless stated otherwise by Supplier in writing within three (3) working days from the date mentioned in the Order, the Order, including but not limited to the Delivery Date, technical specifications and quantities ordered for supply, will be deemed to have been accepted by Supplier. In the event of partial or total non-acceptance of the Order by Supplier, Nicols Group reserves the right to modify or cancel the original Order without Supplier being entitled to compensation.

If the Supplier cannot perform the Delivery for all or part of the Goods and/or Services after accepting the Order, he must inform the person that placed the Order at Nicols Group in writing as soon as possible and specify the scope and the causes of non-delivery. In such a case, the Supplier shall reimburse in full any advance payment made by Nicols Group concerning the Goods and/or Services that will not be delivered, without prejudice to the right of Nicols Group to apply late delivery penalties and obtain compensation for any additional damage as specified under Article 7.

The Supplier must deliver the Goods and/or Services at the date set by the Order Confirmation and, if no date is mentioned therein, at the date set by the Purchase Order. The Order Confirmation constitutes for the Supplier a formal commitment to deliver and, in case of a CAPEX Agreement, install the agreed quantities of Goods and/or the Services by this date.

Any extension of the Delivery Date must be requested by Supplier as soon as possible. The request for extension of time must be sent in writing to the person that placed the Order at Nicols Group and must specify the causes of the delay and the new Delivery Date. The decision of the person responsible for the Order to grant or not the extension of time is notified in writing to the Supplier. In case of refusal to grant the extension of time, the person responsible for the Order may, at its own discretion, cancel the Order without the Supplier being entitled to compensation or have the Order executed with the right to require Products to be delivered or Services to be performed by any suitable means of urgent delivery in which event the Supplier shall be liable for all costs.

#### **7. Delivery**

Delivery of Goods or performance of Services shall be made at the date, time and in the quantities agreed by the parties. Unless stipulated otherwise by Nicols Group, Supplier must inform Nicols Group maximum 24 hours in advance of the exact delivery timing, and delivery must take place at the address indicated by Nicols Group in the Purchase Order, between 8 a.m. and 3 p.m., with the delivery condition "DDP" (Delivered Duty Paid). Title in the Goods and risk of loss or damage shall pass to Nicols Group at the time of delivery in accordance with the Incoterms 2010, unless the parties agree otherwise. If payment occurs before this moment, the title in the Goods shall pass to Nicols Group upon payment. The unloading of the Goods will be made by the Supplier's own personnel.

At the latest by the Delivery Date, the Supplier must provide to Nicols Group, together with the shipping documents, the certificate of analysis of the Goods as well as any other information required by law or necessary to use the Goods or Services (including but not limited to the REACH safety data sheet and the technical documentation, as the case may be), without any additional cost for Nicols Group.

The Delivery is concluded by the handing over of a receipt to the Supplier or by the signing of the packing note's duplicate, by a representative of Nicols Group, with a readable specification of his name and function. In case of CAPEX Agreements, the Delivery is concluded by the signing of the initial acceptance note by a representative of Nicols Group, following delivery, assembly and start-up of the Goods. The Supplier must ensure that the person receiving the Goods is authorized to do so.

In the event of non-compliance with the Delivery or Delivery Date for all or part of the Order, Nicols Group is authorized to place a Purchase Order immediately at another Supplier that is deemed appropriate, particularly in terms of quality, quantity, performance and time. The possible difference in price, resulting from such a change of Supplier, to the detriment of Nicols Group will be automatically charged to the Supplier as a penalty. In addition, Nicols Group may apply late delivery penalties of 10% of the total Order, independently of whether the late delivery or non-delivery concerns all or part of the Order, which is deemed to be non-severable. Penalties are applicable automatically, without legal or judicial formality, and are due by Supplier upon presentation of the invoice by Nicols Group, without prejudice to the right of Nicols Group to obtain compensation for any additional damage that would not be covered by the penalty.

#### **8. Acceptance**

The Supplier acknowledges that Nicols Group does not perform a full entry control of the Goods or Services at the Delivery. Nicols Group's failure to inspect the Products or Services or to notify the Supplier of any defects, be it in quantity, specifications or otherwise, shall not relieve the Supplier of any of its contractual or legal obligations.

In case of a CAPEX Agreement, a prerequisite of the final acceptance is the correct operation, meaning no malfunctions, of the Goods and/or Services, in line with the parameters and technical capabilities mentioned in the Specifications within four hours in normal operating conditions.

Without prejudice to Article 7, non-acceptance will be communicated in writing by Nicols Group within thirty (30) working days with a description of the reasons thereof. If not, the Goods will be deemed to have been accepted. Acceptance does not cover hidden defects for which the Supplier remains liable in line with Article 14.

In case of non-acceptance, because the Delivery, meaning also the agreed quantities, quality and technical parameters of the Goods and/or Services delivered, does not meet the requirements mentioned in the Order, because the Goods and/or Services or the certificate of conformity do not meet the Specifications or show objective defects, or because of any other reason, Nicols Group and/or their customers may, without prejudice to Nicols Group's right to compensation for all direct or indirect damage pursuant to Article 14, return all or part of the Goods to Supplier at Supplier's expense and/or at Nicols Group discretion:

- i. allow Supplier to make a new delivery at Supplier's expense, if Nicols Group considers this to be possible and efficient; or
- ii. cancel the Order immediately, without prior notice, by informing Supplier in writing thereof
- iii. reduce the price of the Order in proportion of the defect found;
- iv. request the prompt repair of the defect found at the Supplier's expense, if it is possible and efficient;
- v. work out a contingency plan to avoid higher negative impact for Nicols Group and/or his customers, including but not limited to production stoppage, safety stock usage to the extent that the business continuity of Nicols Group is put at risk, out of stock.

Nicols Group has the right to indicate the requested remedy within the list above as regards each reservation to acceptance. The Supplier shall answer such a request as soon as possible and provide technical assistance to Nicols Group in line with Article 16.

In addition, in case of non-acceptance, Nicols Group may apply a penalty of 10% of the total Order, independently of whether the non-acceptance concerns all or part of the Order, which is deemed to be non-severable. Penalties are applicable automatically, without legal or judicial formality, and are due by Supplier upon presentation of the invoice by Nicols Group, without prejudice to the right of Nicols Group to obtain compensation for any additional damage that would not be covered by the penalty.

## **9. Payment**

After receipt of the Delivery, Supplier will send a correct invoice by e-mail to the accounting department of the entity of Nicols Group that placed the Order. The invoice must include:

- i. the reference number mentioned in the Order to which the invoice relates;
- ii. the exact volume of delivery;
- iii. the address and date of delivery;
- iv. the correct last upon agreed pricing;

- v. the VAT number of the Supplier;
- vi. the VAT number of the entity of Nicols Group that placed the Order;
- vii. the payment terms applicable;
- viii. the bank account to which payment is expected to be made;
- ix. the bonus and charges applicable;
- x. the currency mentioned on the Purchase Order and agreed between both parties in the Agreement.

Unless expressly stated otherwise or unless as required under applicable law, Nicols Group shall pay Supplier's invoice sixty (60) days after receipt of the correct invoice, complying with the above-mentioned invoicing instructions.

Payment for the Goods or Services shall be without prejudice to Nicols Group's right to refuse the Goods pursuant to Articles 7 and 8. In case of non-acceptance, Nicols Group shall have the right to refuse the payment and/or, if the payment has already been made, claim in all or in part the reimbursement of all invoices for the concerned Goods or Services with the month following the notice of non-acceptance or refusal of delivery. In case an invoice is under dispute, Supplier has no right to postpone or suspend its obligations unless the dispute is based on unreasonable grounds.

The interest charged by the Supplier to Nicols Group for late payment of undisputed invoices cannot exceed the legal interest rate which applies in civil matters and will only be due after receipt of a notice of default from the Supplier by registered letter stating the amount due, the date of the original invoice and the Order number.

At any time, and even after bankruptcy of a Party - or any other form of concurrence of creditor's rights, insolvency procedure or seizure of the assets of a Party - any due, liquid and replaceable claim of the other Party on that Party and of that Party on the other Party can be set-off.

## **10. Intellectual Property**

Supplier guarantees that the Goods and Services supplied do not infringe any intellectual property rights of third parties and will hold Nicols Group harmless against any direct or indirect damage that Nicols Group may suffer as a result of intellectual property rights infringement, including but not limited to legal or other costs.

Unless agreed otherwise, Supplier grants to Nicols Group, at the moment of delivery, a license for the use of all intellectual property - including but not limited to copyright, designs, trademarks, patent and know how - relating to the Goods and Services delivered to Nicols Group, with the right to grant sublicenses, to the largest extent needed for the use of the Goods and Services by Nicols Group in line with the Specifications including, when the Goods are aimed to be sold to a third party, the distribution and promotion of the Goods by Nicols Group and its clients.

## **11. Confidentiality**

Supplier is bound to maintain complete confidentiality with respect to all technical or business information of Nicols Group in the broadest sense, which may come to his knowledge as Supplier, or which might otherwise be disclosed to him by Nicols Group, regardless of the manner in which they are disclosed, including but not limited to any information concerning formulas, raw materials, packaging, components, semi-finished Goods, finished Goods, regulations, models, drawings, machines, stamps, moulds, tools, documents, schemes, constructions, prices and clients (the Confidential Information).

Unless otherwise agreed to in writing by Nicols group or required by law, Supplier agrees to keep confidential all Confidential Information of Nicols Group, not to use the

Confidential Information for any purposes other than the performance of the Agreement and not to disclose or reveal such Confidential Information to any third parties (including but not limited to clients of Nicols Group) other than those employed by the Supplier or acting on his behalf who need to know the Confidential Information because they are directly participating in the performance of the Agreement and who agree in writing to be bound to confidentiality to the extent provided by this Article.

These obligations shall apply for a period of five (5) years following the termination of the Agreement, for any reason.

## **12. Force Majeure**

"Force Majeure" shall mean any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of signature of this Agreement and which prevents performance of this Agreement, in whole or in part, by either Party.

The Party claiming Force Majeure shall promptly inform the other Party in writing and demonstrate the Force Majeure with documented evidence. For the sake of clarity, any event affecting the cost of Supplying the Goods and/or Services shall not be considered as a Force Majeure, unless the Parties agree otherwise.

If an event of Force Majeure occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to minimise the consequences of the occurrence.

Insofar as an event of Force Majeure is duly established by documented evidence, performance of the Parties' obligations under this Agreement shall be suspended for the duration of the delay caused by the event of Force Majeure and the period of performance shall be automatically extended, without any penalty, for an equal period.

If the conditions of Force Majeure prevail for more than 1 month and the Parties have been unable to reach an equitable solution, the other Party shall have the right to terminate this Agreement with immediate effect from a written notice.

## **13. Property of Tools**

All models, drawings, machines, stamps, moulds, tools and/or other resources used by Supplier under the Agreement ("the Tools") - whether provided by Nicols Group or manufactured by Supplier or a third party following Nicols group's instructions belong to Nicols Group and are deemed to be lent to Supplier.

Consequently, Supplier must clearly mark these Tools as Nicols Group's property and must actively protect them against theft, unauthorized copy or any other damage. Supplier can use the borrowed objects exclusively for the benefit of and according to the instructions of Nicols group and shall return them to Nicols Group upon request or at the latest upon termination of the Agreement.

## **14. Warranty, liability and insurance**

Unless agreed otherwise and without prejudice to contradictory legal provisions, the Supplier warrants that the Goods provided by him are of good quality, new, free of defects, that they comply with the Specifications and are suitable for the purposes for which they are intended. All claims on Nicols Group's part arising from hidden defects will lapse on expiration of a period of two years from the day Nicols Group discovered the defect(s).

The Supplier further warrants that the Goods shall be free of all liens, encumbrances and rights of third parties and that they do not result from illegal trade.

The Supplier is liable for all damages, direct or indirect, that would fall under the warranties provided by Supplier under the Agreement or otherwise arise from his pre-contractual, contractual or extra-contractual liability in relation to the Agreement and shall indemnify and hold harmless Nicols Group against any claims originated by third parties, including but not limited to any clients of Nicols Group, resulting from his liability.

The Supplier certifies that he is insured against his civil liability for adequate amounts considering his obligations hereunder and under torts law and that such insurance has been underwritten by a premium insurance company of good international reputation. Supplier will provide to Nicols group a certificate of insurance detailing the amount and scope of damages covered in relation to the Agreement within a week from such a request by Nicols group.

## **15. Compliance with law and standards**

Supplier warrants that the Goods and Services comply and are produced and delivered in compliance with all local, regional, national, European and international laws, regulations and trade standards, including but not limited to technical, professional, safety, well-being, environmental, traceability, social and ethical requirements, applicable in the countries where the Goods or Services are produced, used and/or delivered. In this respect, Supplier acknowledges to have received, together with these General Conditions, a copy of the Traded Goods Quality Commitment Charter and of the Supplier Code of Conduct, which will apply to all Purchase Orders and should be respected by Supplier as part of the Agreement.

The Supplier grants Nicols Group at least the same warranties as those to which its customers will be entitled to with regard to the Products.

If Supplier fails to meet the above commitments, Nicols Group may, without prejudice to its right on compensation and without prior notice, immediately cancel the Order or the remaining part thereof by informing the Supplier in writing thereof. In that case, Supplier will not be entitled to any compensation.

## **16. Technical assistance**

The Supplier shall provide prompt and efficient technical assistance at its own costs regarding any defects found by Nicols Group in the normal course of business and notified before acceptance or during the warranty period. Technical assistance includes in particular the repair or replacement of the Goods, the supply of spare parts, the offer of a contingency plan, and/or any other remedies that would be deemed appropriate by Nicols Group or would be provided by the laws applicable to the Agreement.

Upon receiving Nicols Group defect report under a CAPEX Agreement, the Supplier shall make an offer to remove the defect within 1 working day and initiate the removal of the defect within five working days, unless the defect removal in that time period is impossible for reasons beyond the control of the Supplier. Failing that, Nicols Group shall have the right to hire a third party to remove the defect at the Supplier's sole cost and risk.

In addition, if the defect found under a CAPEX Agreement affects a production line, Nicols Group may apply a penalty of 0.5 % of the net value of the total Order for each day in default calculated from the date agreed by the Parties for the removal of defects. Penalties are applicable automatically, without legal or judicial formality, and are due by Supplier upon presentation of the invoice by Nicols Group, without prejudice to the right of Nicols Group to

obtain compensation for any additional damage that would not be covered by the penalty.

## 17. Audit

Nicols Group has the right to enter the Supplier's buildings and sites, upon prior notice and during normal working hours, so that Nicols Group might ascertain whether the Supplier fulfils and is able to fulfil his obligations towards Nicols Group. All the costs of such an audit will be borne by Supplier.

If Supplier is a distribution entity and not the manufacturer of Goods or provider of Services, Supplier will be accountable for auditing the manufacturer and must upon request send Nicols Group a written report of the audit, including its scope and results. Nicols Group retains the right to visit and audit the manufacturer together with the Supplier.

## 18. Special requirements concerning chemicals

To the extent that the Goods are or contain chemicals, Supplier warrants that they comply with Nicols Group Chemical Policy, which Supplier acknowledges to have received at the latest with the Order and which is part of the Specifications.

Any amendments to Nicols Group Chemical Policy will be sent by Nicols Group to Supplier and will apply to any subsequent Order. Supplier can obtain the latest version of Nicols Group Chemical Policy at any time by sending an e-mail to [regulatory.affairs@nicols.eu](mailto:regulatory.affairs@nicols.eu).

To the extent the Goods or any of the substances contained in the Goods fall within the scope of European Regulation No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals in his last updated version ("REACH"), Supplier confirms and represents that the Goods and/or substances used as raw materials for the production of the Goods shall comply with the requirements of REACH and Supplier further represents that, to the extent required under REACH, the Goods or any of the substances contained therein are or will be and will remain timely registered and, when relevant, authorized in due time for Nicols Group use(s), so that Nicols Group is always considered as a downstream user according to REACH.

Upon request from Nicols Group, Supplier will promptly provide Nicols Group with a written acknowledgement of pre-registration, registration or authorization of the substances contained in the Goods. Accuracy and correctness of all documentation provided by Supplier to Nicols Group or to third parties in relation to REACH remains under the responsibility of Supplier, regardless of Nicols Group's approval.

If the Products are imported from a country outside the Community as determined in the REACH Regulation, Supplier shall qualify as importer under the provisions of the REACH Regulation, and consequently, be responsible for respecting all obligations imposed on importers under the REACH Regulation. If other provisions of the Agreement would not allow to qualify Supplier as importer under the REACH Regulation, the sale of the relevant Products shall be considered as null and void.

## 19. Transfer – Outsourcing

The Supplier may not transfer his rights and obligations under the Agreement and may not in whole or in part outsource the performance of his obligations to third parties without Nicols Group's prior written approval.

## 20. Termination

Nicols Group, shall have the right to terminate the Agreement with immediate effect from a written notice:

- i. If the Supplier fails to meet its obligations under the Agreement (including but not limited to its warranty obligations or obligation to deliver in time or to deliver products that comply with the Specifications) and does not remedy to the failure within a deadline or one month starting from the receipt of a letter from Nicols Group inviting him to comply with his obligations,
- ii. If the Supplier fails to meet its obligations under the Agreement (including but not limited to obligations of confidentiality and obligation of informing Nicols Group in due time of a Substantial Amendment to the Specifications) and the breach cannot be remedied;
- iii. If Supplier becomes insolvent or otherwise unable to pay its debts or is declared bankrupt or ceases doing business as a going concern or commences liquidation.

The termination will be without prejudice to any other rights or remedies that Nicols Group may have under the Agreement or law, including but not limited to the compliance with confidentiality obligations under Article 11 and any compensation that might be claimed by Nicols Group.

## 21. Antitrust

In case that the Supplier has been verifiably involved in an unlawful restraint of competition under European or national law, as confirmed by a final decision from or settlement with an administrative or judicial authority, and that such restraint has likely affected goods ordered by Nicols Group ("affected goods"), Nicols Group is automatically entitled to a fixed compensation for the time period of proven involvement in the infringement ("relevant time period").

In the case of proven price fixing and customer targeting, the fixed compensation comprises of 5% of the Supplier's turnover of the affected goods taken by Nicols Group during the relevant time period. An additional 5% will be charged by Nicols in the event of unlawful exchange of information which directly affects the Nicols Group's business.

Under this provision, the restraint is considered to have affected goods ordered by Nicols Group as soon as the unlawful restraint of competition is held by the authorities to have concerned Nicols Group business sector, without the need for Nicols Group to show actual prejudice caused by such restraint.

## 22. Personal data

The parties undertake to comply with the provisions of the European Data Protection Regulation of 26 April 2016 (GDPR).

The data collected by Nicols Group within the framework of the provision of Goods or Services are processed in order to ensure the proper execution of the contractual relationship. Otherwise, this execution cannot be carried out. This data may be transmitted to the other entities of Nicols Group. They will only be kept for as long as is reasonably necessary for the purposes for which they are processed.

Any person who has communicated his data under this contractual relationship has the right to access, rectify, delete, object to, limit the processing and portability of his data, which may be exercised at any time, being understood that such exercise may prevent Nicols Group from executing the Agreement.

Anyone can exercise these rights by writing to Nicols International S.A., with registered office Avenue Jean Monnet, 12, 1400 Nivelles, Belgium or by sending an e-mail to [dataprotection@nicols.eu](mailto:dataprotection@nicols.eu).

In addition, the right to file a complaint with the Data Protection Authority is provided for by the GDPR.

**23. Severability**

If any provision of the Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement. The parties agree to negotiate in good faith to modify such invalid, illegal or unenforceable provision to the extent that it is necessary to comply with law, while respecting the intent and spirit of the Agreement.

**24. Governing law and jurisdiction**

If a dispute arises between the Parties arising out of or in connection with this Agreement, they shall try in good faith to settle it through negotiation. If the matter is not settled within 30 days of receipt of a written invitation to negotiate, the Parties will attempt to resolve the dispute in good faith through an agreed mediation procedure. If the matter has not been settled within 60 days of the initiation of the mediation procedure, all disputes shall be submitted to the exclusive jurisdiction of the courts of Nivelles (Belgium). The foregoing does not preclude the Parties from initiating summary proceedings if the case is urgent.

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Belgian law, including but not limited to the UN Convention on the Sale of Goods.

*This version of the General Conditions was published by Nicols International on February 17, 2025.*