

## Apparel Solutions Global General Terms and Conditions of Sale

### 1. Applicability

1.1. All sales by way of Seller's order confirmation form issued to Purchaser and contracts for sale of Seller's products ("Goods") and services ("Services") (together "Products") by any entity (indirectly controlled by Avery Dennison Corporation ("Seller")) related to Apparel Solutions are governed by these Apparel Global General Terms and Conditions of Sale ("the Conditions"). Seller hereby explicitly objects to any terms and/or conditions contained in any purchase order ("PO") or other communication of any kind from Purchaser that is conflicting or inconsistent to the Conditions.

1.2. The Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous oral or written understandings, negotiations, warranties, or agreements of any kind in respect of their subject matter. In the case of a conflict between the Conditions and a written contract signed by both parties, the following order of precedence shall apply: (1) a fully and duly signed contract between the parties such as a supply agreement and/or rebate agreement; and (2) the Conditions.

1.3. The Seller reserves the right to modify the Conditions unilaterally. These Conditions also include the Avery Dennison Code of Conduct accessible at [www.averydennison.com](http://www.averydennison.com).

### 2. Quotations and Orders

2.1. A quotation by Seller does not constitute a fixed offer. Seller explicitly reserves the right to withdraw or amend a quotation at any time prior to Seller's acceptance of a PO by Purchaser.

2.2. Seller may revoke any offer until ten (10) days have elapsed following the day on which Seller received Purchaser's acceptance of that offer.

2.3. A PO issued by Purchaser is only valid if made in writing, with a reference number, and constitutes an offer by Purchaser to Seller to purchase the Products from Seller on these Conditions. A contract ("Contract") will be formed, and these Conditions shall apply, when Seller accepts the relevant PO by issuing a written order acceptance to Purchaser or otherwise an implicit acceptance is made. Seller may accept any PO or refuse any PO in whole or in part.

2.4. Purchaser's request of Seller keeping certain stock of Goods shall be deemed as a PO placed and shall require Seller's prior acceptance as per Section 2.3 above.

2.5. POs shall not be cancelled, except otherwise agreed in writing by both Parties, provided that Purchaser shall fully compensate Seller against any and all losses and expenses as a consequence of such cancellation including, without limitation, for raw materials, manufacturing services, freight and taxes (as applicable).

2.6. Whenever applicable, Purchaser shall review all proofs for spelling, typographical, figure/image and logo accuracy and shall inform of any modifications needed before approving the PO. Once a proof is accepted by Purchaser, Purchaser shall be responsible for any POs prepared in connection with such proof. Seller reserves the right to correct any inadvertent errors made in specifications and prices quoted at any time.

2.7. Seller may charge Purchaser for all special or unique materials purchased by Seller in connection with a PO made by Purchaser regardless of whether Seller manufactures Product using such materials.

### 3. Technical Information and Samples

3.1. All statements, technical information, recommendations, drawings and other particulars concerning the Products sold or samples provided by Seller, descriptions and illustrations contained in catalogues, price lists and other advertisements of Seller, are based upon tests believed to be reliable, but do not constitute a guarantee or warranty to the Products. It is the sole responsibility of Purchaser to independently determine, prior to use, that Products are suitable for the purposes of Purchaser.

3.2. Seller reserves the right to charge for preliminary work carried out at Purchaser's request prior to the acceptance of a PO, including, but not limited to art, work, samples or experimental copies.

3.3. Seller may modify the technical specifications for any Product without Purchaser's consent by providing thirty (30) days written notice of such modification to Purchaser.

### 4. Delivery and Performance

4.1. Where the Products are Goods, delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a specific other Incoterm and destination is agreed in writing and provided in the PO, deliveries are based on Free Carrier ("FCA") to final destination.

4.2. Where the Products are Services, Seller will use reasonable endeavours to provide the Services on the estimated performance date(s) and at the location(s) set out in the quotation or order confirmation (as applicable).

4.3. All delivery dates and/or performance mentioned in any quotation or PO confirmation or other media are approximations only and do not represent any binding obligation of Seller towards Purchaser. Seller is not liable for not meeting the delivery and/or performance date(s). Seller reserves the right to deliver the Products in installments.

4.4. If delivery or performance of the Products fails for reasons within Purchaser's control, Seller, without prejudice to any other right or remedy it may have, may store any Goods at the risk and cost of the Purchaser or suspend performance of any Services at the cost of the Purchaser (as applicable). Unless Purchaser's failure is due to circumstances stated in Section 13 (Force Majeure), Seller shall be likewise entitled to cancel the order in respect of the undelivered and/or non-performed (as applicable) Products and claim damages, as the case may be.

### 5. Duty to Inspect

5.1. Upon receipt of the Goods, the Purchaser shall promptly and without delay, but in any case within two (2) business days, using due diligence, examine the same both as to their quality and quantity. Unless the Purchaser notifies Seller in writing of all discovered non-conformities, including the proof of date of purchase and delivery within the timeframe above, the Goods shall be deemed to have been duly received in agreed quantity and without any apparent damage.

5.2. Goods shall not be deemed non-conforming solely by reason of minor modifications or changes in materials from those specified in any contract or order as long as such modifications and changes do not adversely affect the properties and functionality of the Goods.

5.3. Each shipment shall be considered to be in accordance with the order or Contract when the quantity dispatched neither exceeds nor falls short of the contractual quantity by more than +/- 10% in number of pieces and, in such circumstances, Purchaser shall not be entitled to reject delivery of Goods on the basis of an incorrect volume and shall pay for the quantity actually delivered.

### 6. Prices

6.1. All prices are excluding any taxes, duties and/or charges, unless explicitly otherwise agreed in writing. Said taxes, duties and/or charges shall be for the account of Purchaser.

6.2. If Seller uses price lists for the Products sold, the prices payable for the Products shall be Seller's list prices valid at the time of dispatch of Goods or commencement of the Services (as applicable).

6.3. Seller may revise and increase its prices at any time at its sole discretion, without giving prior notice, for reasons including but not limited to inflation or any increase of costs including but not limited to the costs of purchasing one or more elements determining Seller's production price, labor costs or other overheads, imposition of any tax, duty or other levy, any variations in exchange rates, delivery dates, quantities or specifications.

6.4. If French law applies to the Contract, this Section 6.4 will apply instead of Section 6.3. Seller may revise and increase or decrease its prices under any Contract - subject to prior notice to Purchaser and Purchaser's approval - by an amount, determined by Seller using such allocation methods as Seller determines in its sole discretion. As an example (without limitation), Seller may increase or decrease the prices in case of inflation or any increase or decrease of costs including but not limited to the costs of purchasing of one or more elements determining Seller's production price, labor costs or other overheads, imposition of an tax, duty or other levy, any variations in exchange rates, delivery dates, quantities, or specifications.

### 7. Payment Terms

7.1. Unless otherwise expressly agreed in writing by the Parties, payment of invoices shall be made (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days from the date of invoice without any setoff or discount being applied.

7.2. Seller shall at all times have the right to demand advance payment or cash payment upon delivery or performance of the Products or to demand security to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid by giving reasonable prior notice. The same right shall be applicable in case of any requests made by Purchaser for personalized samples.

7.3. If Purchaser does not comply with its obligations under these Conditions, including but not limited to the timely payment of the purchase price, it shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case or if Seller has any reasonable concerns regarding the financial standing of Purchaser: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Purchaser from its obligations and (ii) all amounts and interests payable by Purchaser shall be subject to early maturity and will become due to Seller at once.

7.4. Any credit approval or credit extension allowed to Purchaser may be changed or withdrawn at any time upon prior written notice.

7.5. Unless otherwise previously agreed by the Parties in writing, in the event of late payment by Purchaser, Seller may charge interest limited to the maximum statutory interest rate permitted under the applicable law, over the outstanding amount, such interest to accrue on a daily basis and be compounded quarterly. All costs, judicial and extra-judicial, incurred by Seller with respect to the breach of any obligation on the part of Purchaser are for the account of Purchaser. The extra-judicial costs will be a minimum ten per cent (10%) of any outstanding amount. Any transfer on overdue payments by Purchaser shall be applied first to accrued and unpaid interest and judicial costs and then to the principal amount.

7.6. Seller may always at its sole discretion and without any notice being applicable, setoff any amount and/or charge any amounts due by Purchaser with any amount payable by Seller to Purchaser including, but not limited to, any amounts related to the sales of Products and/or any rebates derived directly or indirectly from such transactions.

### 8. Retention of Title

8.1. Notwithstanding delivery and passing of the risk under the relevant Incoterms, the legal and beneficial ownership of the Products shall be retained by Seller and will not pass to Purchaser until Seller has received in clear funds: (a) all sums due to Seller in respect of the Products; and (b) all other sums which are or which become due to Seller from Purchaser on any account whatsoever.

8.2. Until ownership of the Goods has passed to Purchaser, the Purchaser shall (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store and/or mark the Goods (at no cost to Seller) in a manner indicating that title to them remains vested in Seller, including without limitation, storing the Goods separately from all other products of



Purchaser or any third party; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition; and (e) keep the Goods insured; (f) allow Seller to inspect the Goods and/or receive proof of the conditions of maintenance in a timely manner whenever required.

## 9. Intellectual Property

**9.1.** Each party retains all rights, title, and interest in its trade secrets, inventions, copyrights and other intellectual property ("Background Intellectual Property"). Purchaser will not enforce against Seller, its vendors, or its other Purchasers, any copyrights or patent rights that include any system, process or business method utilizing any intellectual property in Products provided to Purchaser. Purchaser will not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any Products or other materials provided by Seller. No license, ownership interest or right, either directly or by implication, is granted to Purchaser or its employees to use any intellectual property of Seller, including, but not limited to, Seller's Background Intellectual Property, Seller's name or any of Seller's logos and designs for advertising, promotional or other purpose without the prior written permission of Seller. Materials used by Seller in the production process, whether held electronically or otherwise, will remain Seller's exclusive property.

**9.2.** No clause or section in the Contract nor in the Conditions is construed as granting or implying to Purchaser any rights to the Product under any letters patent, or other intellectual property rights, or to use any invention covered thereby. If the Products are to be manufactured or any process is to be applied to the Products by Seller in accordance with a specification submitted by the Purchaser, the Purchaser will indemnify Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with any claims for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller's use of the Purchaser's specification.

**9.3.** Seller may provide Products under one or more third party licenses and Seller shall pass through to Purchaser and Purchaser's customers such rights as are permitted under those licenses to allow Purchaser and its downstream customers to use the Products as contemplated by the sale of Products.

**9.4.** Purchaser shall grant Seller all necessary rights, and licenses, royalty free, to use Purchaser's intellectual property as it pertains to the Products free of charge for Seller's performance of the obligations hereunder.

**9.5.** Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that Purchaser may, prior to the manufacture of special order goods, request that the imprint only be deleted.

## 10. Infringement

Subject to Section 12 (Limitation of Liability):

**10.1.** If the Products infringe any valid third party proprietary rights, solely as a result of the Seller's published specifications and not Purchaser's adaptations, modifications or requirements, Seller's sole responsibility to Purchaser, at Seller's option is to (1) obtain for Purchaser the right to use the infringing Product, or (2) replace the infringing Product and/or service with a non-infringing alternative, or (3) modify the infringing Product so that it becomes non-infringing.

**10.2.** If Seller cannot redress the claim of infringement or that the remedies available to Seller are not commercially practical, Seller shall refund to Purchaser an amount equal to the Price paid to the Products purchased from Seller that gives rise to such claim.

**10.3.** Seller shall have no obligation or liability to Purchaser for claims to the extent arising from: (1) any (i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; (ii) design, specifications or instructions furnished by Purchaser; (iii) the combination of the Product with any other product, service or technology; or (iv) the use of the Product or any part thereof in the practice of a process if Purchaser does not incorporate the Product into a device of which the end-user is a consumer; (2) unauthorized use or distribution of the Product or use beyond the specifications of the Product; (3) Purchaser's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after Seller's notice to Purchaser that Purchaser should cease any such activity, provided such notice shall only be given if the Product is, or in Seller's opinion is likely to become, the subject of a claim of infringement; or (4) any costs or expenses incurred by Purchaser without Seller's prior written consent; or (5) any infringement or alleged infringement of third party's intellectual property rights (i) covering a standard set by a standard setting body and/or agreed between at least two companies; or (ii) covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used; or (iii) with respect to which Seller has informed Purchaser or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement that a separate license has to be obtained and/or that no implied license is granted, or (6) where the claim is made after a period of three (3) years from the date of delivery of the Product to Purchaser.

## 11. Warranty

**11.1.** Seller warrants to Purchaser that (i) all Goods will, at the time of delivery and for a period of thirty (30) days from delivery date (the "Warranty Period"), unless otherwise defined, be free from defects in material and workmanship, provided, however, that the Products have been stored and applied in accordance with Seller's standards, and/or (ii) the Services will be performed with reasonable care, (the "Limited Warranty"). Sample Products are dispatched without any warranty at all. This warranty may be asserted by Purchaser only and not by Purchaser's customers or users of Purchaser's Products.

**11.2.** Purchaser must notify Seller of any claim for breach of warranty in writing not more than seven (7) business days from the date on which received the Products. Any claims not asserted by then shall be time-barred.

**11.3.** Any cause of action for Product defects or otherwise which Purchaser may have shall be barred after the lapse of (i) the period referred to in Section 11.2 and/or (ii) the Warranty Period.

**11.4.** If any Product fails to meet the Limited Warranty and provided that the Purchaser notifies Seller thereof within the time specified in Section 11.2 and that Purchaser can substantiate that the Products have been stored and applied in accordance with Seller's instructions, Purchaser's sole and exclusive remedy shall be, at Seller's option, (i) repair or replacement of the relevant Product at Seller's plant or at the location of the Products at Seller's election (ii) reperformance of the relevant Services or (iii) reimbursement of or the issuance of a credit note in an amount not to exceed the purchase price of the relevant Product in exchange for their return. Seller may refuse to accept any Product returned by Purchaser without Seller's prior authorization or without original packaging or equivalent. For valid rejections of Products or warranty claims, Seller will bear the reasonable costs of carriage. Purchaser is obliged to follow any instructions given by Seller with respect to the storage, claims and return of such Products.

**11.5.** Seller's obligations as set out above are limited to manufacturing process only and shall not apply to defects caused by improper transport, handling, storage, installment, application, test, assembly, use, maintenance or integration into a product or any other kind of misuse or abnormal physical or electrical stress, abuse, negligence, mishandling or alteration or that has been involved in an accident. Seller is not liable for defects arising out of materials or specifications provided or a design stipulated by or on behalf of the Purchaser.

**11.6.** Seller does not guarantee color fastness, non-shrinkage or stonewash resistance levels or consistency of color of paper or substrates or ink or matching of typography for Products imaged or rendered by Seller. Purchaser shall not reject the Products or claim against Seller for variations in dimensions, quantity, format, hardness, quality, satin finish and/or color, which are beyond the reasonable control of Seller.

**11.7.** Colors of Products shall match to samples or sketches provided by Purchaser as accurately as possible, but no guarantee given for an exact match. Lithographic Products will be matched to standardized or established (e.g. Pantone®) colors and produced within normal commercial print colorants for color match.

**11.8.** It is the sole responsibility of Buyer to determine whether the Products are suitable for the purposes of Buyer. Warranty of fitness for a particular purpose is excluded as Products are provided on the basis that Buyer has independently determined the suitability of the Products for its purpose.

**11.8. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTY, CONDITION OR OTHERWISE EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EXPECTED BY PURCHASER OR NON-INFRINGEMENT. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY PURCHASER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY GIVEN.**

## 12. Limitation of Liability

**12.1.** If circumstances occur which may give rise to claims to damages or the right to any other form of relief based on contract, warranty, indemnity, negligence or otherwise, the claiming party shall take all necessary measures to mitigate the damage or loss.

**12.2.** Subject to any limitations or exclusions imposed by mandatory applicable law and Section 12.3, Seller's aggregate liability and the aggregate liability of Seller's employees, staff, representatives and vicarious agents to Purchaser, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to direct damage only and shall not exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Purchaser in respect of any occurrence or series of occurrences. Notwithstanding the foregoing, any such liability terminates on the expiration of the Warranty Period. When German law applies, Seller's liability for any damages with respect to a slight negligent breach of a core duty, the fulfillment of which is key for the proper implementation of the contract and compliance with which may be reasonably expected by the other party, will be limited to reasonably foreseeable damages. In case of infringement of a non-fundamental contractual obligation, Seller shall not be liable for any damage.

**12.3. IN NO EVENT WILL SELLER BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON A CONTRACT, NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR OPPORTUNITIES, DAMAGE TO OR IMPAIRMENT OF OTHER GOODS OR DATA, LIABILITY TO THIRD PARTIES (EXCEPT FOR A VALID IP INFRINGEMENT), LOST BUSINESS, BUSINESS INTERRUPTION, FAILURE TO MEET ANY DUTY, OR ANY COSTS OR EXPENSES FOR PROCUREMENT OF SUBSTITUTE PRODUCTS, IN ANY WAY RELATED TO, ARISING FROM OR RESULTING FROM THE SALE OF PRODUCTS OR ANY USE MADE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL HAVE NO LIABILITY OF ANY KIND WHATSOEVER FOR ANY THIRD PARTY'S PRODUCTS OR ELEMENTS INCORPORATED INTO THE PRODUCTS, INCLUDING WITHOUT LIMITATION INTEGRATED CIRCUIT CHIPS AND OPERATING SYSTEMS, ALSO INCLUDING ANY RELATED SOFTWARE.**

**12.4.** As Seller may engage one or more third parties in the performance of any contract or order, any limitation of liability by such a third party may be invoked by Seller against Purchaser.

## 13. Force Majeure

Seller shall not be liable for a delay or failure to perform any of its obligations hereunder if such delay or failure is due to any event or circumstances beyond Seller's reasonable control included but not limited to fire, flood, war, military actions, mechanical

breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, terrorist act, diseases, pandemics, epidemics, or other viral outbreaks, embargo, failure of third parties (including suppliers and/or logistics provider), telecommunications or power outage, riot, government requirements, natural disasters, cyber-attacks, delays by suppliers or materials shortages, difficulty in obtaining workers due to increased costs or otherwise goods or transport, other circumstances affecting the supply of goods or services, any of the situations mentioned in Section 22.3 and 22.4 of these conditions or any other causes or contingencies beyond Seller's reasonable control. Seller's contractual obligations shall be suspended with the duration of the force majeure event. Seller has the right to terminate its contractual obligations if the force majeure event continues for more than 30 working days.

#### 14. Confidentiality

Purchaser shall treat as confidential any commercial and technical information which is not generally known to the public and which has come to its knowledge by virtue of its business relationship with Seller and shall not disclose to any third party confidential information received from Seller in connection with the sale and/or sales related agreement, such as the design of the Product, any drawings, specifications, test results, Product samples, quotations, prices, marketing materials and shall use this information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent disclosure is required by law or with the prior written approval of Seller. Any offers or other documents which Seller provides are to be treated as confidential in accordance with this Section, whether or not otherwise covered by the preceding sentence. Any information provided by Seller to Purchaser is given "AS IS", without any warranties, express or implied concerning accuracy, completeness or applicability of it.

#### 15. Termination

15.1. Seller may terminate the Contract by giving written notice to that effect to Purchaser if (i) Purchaser fails to make any payment due to Seller under the Contract on or before the due date or (ii) Purchaser becomes insolvent or any step is taken towards the Purchaser becoming subject to any insolvency, administrative, receivership or bankruptcy procedure or the Purchaser ceases to trade.

15.2. Following expiry or termination of the Contract, (i) any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force and (ii) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims and liabilities which have accrued prior to the date of expiry or termination.

15.3. Within 7 working days after the date of expiry or termination of the Contract each party will (i) if requested to do so, return to the other party all of the other party's confidential information in its possession or control and (ii) cease to use the other party's confidential information.

15.4. Each party may retain any of the other party's confidential information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of Section 14 will continue to apply to retained confidential information.

#### 16. Recalls

16.1 If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, Purchaser shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.

16.2 If the recall is due to Purchaser's specifications, or negligent acts or omissions in handling, storing or packaging the Product or Purchaser's failure to comply with Applicable Laws, then Purchaser shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Purchaser and Purchaser shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

#### 17. Assignment

None of the rights or obligations of Purchaser under the Agreement and/or these Conditions may be assigned or transferred in whole or in part without the prior written consent of Seller.

#### 18. Waiver

No waiver, alteration or modification of these Conditions shall be valid unless made in writing and signed by a duly authorized representative of Seller. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver thereof.

#### 19. No Third Party Beneficiaries

These Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

#### 20. Severability

Each paragraph and provision of these Conditions is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

#### 21. Governing Law/Competent court

21.1. These Conditions shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat ("Applicable Laws"). Where the Seller is registered in the United States of America, all matters arising out of or relating to these Conditions shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

21.2. Any disputes arising out of or in connection with any order or sale agreement between Seller and Purchaser shall be brought before the competent courts of Seller's registered seat, and if the Seller is registered in the United States of America, any legal suit, action or proceeding arising out of or relating to these Conditions shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Notwithstanding the foregoing sentence, Seller, at its discretion, may a) opt to bring any such dispute before or file any claim at the competent courts of the country of Purchaser's residence under the laws applicable to that country; and b) seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

21.3. If Section 21.2 is found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable: a) such clause will be deemed to be severed from these Conditions and this will not affect the remainder of these Conditions which will continue in full force and effect; b) subject to Section 21.3(c) the courts of the jurisdiction as specified in Section 21.2 will have exclusive jurisdiction to determine any dispute arising out of or in connection with any order or sale agreement between Seller and Purchaser (including without limitation in relation to any non-contractual obligations); and c) any party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

#### 21. Compliance and Anti-Bribery

22.1. Purchaser shall comply with all applicable Laws and regulations (including but not limited to the relevant European Union regulations, the laws of the US, Federal and State, and regulations on export, where applicable and any applicable anti-bribery laws, such as but not limited the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD")) and Purchaser shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union, U.S. laws or any other Applicable Laws.

22.2 If, at any time during the term of the sale relationship governed by these Conditions, sanctions legislation prohibits the continuation of any order or sales agreement (either under the economic sanctions of the United States administered by the Treasury's Office of Foreign Assets Control the U.S. Department of State, the United Nations Security Council or the European Union and Her Majesty's Treasury or the law applicable to any sale relationship governed by these Conditions ("Sanctions")) or Seller becomes aware that Purchaser, directly or indirectly, is making or has made the Products available to any person or business, or in any sanctioned country, that is the subject of Sanctions, or in any other manner that will result in a violation by any person of Sanctions and/or Purchaser does not comply with Section 22.1, Seller may terminate this Agreement immediately without any further notice being required.

22.3 Seller may, regardless of whether any of the following situations were caused by Purchaser, suspend and/or terminate any order or sales agreement by written notice with immediate effect if the Purchaser has committed a crime or becomes involved in, or associated with (whether directly or indirectly), any situation or activity (whether caused by the Purchaser or a third party) which: a) tends in the opinion of Seller to have a negative effect on the reputation of Seller or any aspect of its business; b) would expose Seller or any aspect of its business to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend the public in any territory in which the Seller's products or services are marketed; c) reflects unfavorably on the reputation of Seller, its brands, products or services; or d) might affect the supply, successful sales and exploitation of the products or services of Seller. Seller's decision on all matters arising under this clause shall be conclusive.

22.4 Examples of acts, conduct or situations considered to be prejudicial to the business of Seller as mentioned in Section 22.3 include without limitation: a) the posting or publishing on social media or elsewhere of any content that promotes or is conniving to bigotry, racism or discrimination based on any reason, such as, but not limited to, race, gender, religion, nationality, disability, sexual orientation or age, or any content that promote or is conniving to non compliance of labor rights; b) the expression of any political views in a context that could give rise to an association with Seller's business; c) the use of, trade in, or other association with, illegal drugs; or d) the supply of Products to customers established in countries which are subject to Sanctions or who trade in Sanctioned countries or with persons or entities residing or established in countries which are subject to Sanctions.

#### 22. Governing Language

These Conditions are written and governed by the English language version. Any other language version of these Conditions is for convenience and for translation purposes only.