

**UNIVAR SOLUTIONS sp. z o.o.**

**General Terms and Conditions of Sale**

**1. General**

1.1. In these general terms and conditions ("**Conditions**"):

- (a) the "**Seller**" refers to Univar Solutions sp. z o.o. with its registered office in Macierzysz, ul. Sławęcińska 14, 05-850 Macierzysz, entered into the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 14<sup>th</sup> Commercial Division of the National Court Register, under KRS No. 0000102371, NIP (tax identification number) No. 527-01-03-959, National Business Registry Number (REGON): 002150979; and
- (b) the "**Buyer**" refers to the individual firm or company to whom an offer is addressed or whose order is accepted by the Seller pursuant to these Conditions.

1.2. These Conditions shall apply with reference to all Buyer's purchase offers and contracts between the Seller and the Buyer on the purchase of goods or services from the Seller ("**Contract**"). No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller. In particular the Contract with the Buyer shall be concluded only on the terms and conditions specified in these Conditions.

1.3. All references to prices, goods and services contained in these Conditions shall be taken to mean the prices, goods and services detailed in the relevant offer form issued by the Buyer ("**Purchase Offer**") as subsequently accepted or amended by the Seller's written acceptance of Purchase Offer ("**Acceptance of Offer**"). Purchase Offer, Acceptance of Offer and these Conditions constitute a Contract between the Buyer and the Seller.

1.4. Through submitting a Purchase Offer to the Seller, the Buyer confirms that he acquainted himself with the content and accepted the Conditions. The Conditions are available at the Seller's website <https://www.univarsolutions.com/> and incorporated in the Acceptance of Offer.

1.5. Unless provided otherwise by the parties, every purchase order submitted by the Buyer is considered as a Purchase Offer under these Conditions.

1.6. The lack of Seller's Acceptance of Offer shall not be deemed as an acceptance of a Purchase Offer by the Seller.

1.7. If the Buyer does not reply to the Acceptance of Offer - including Seller's amendments to the Purchase Offer made in accordance with the Conditions - within [7] working days, such lack of reply shall be considered as the Buyer's acceptance of the amendments proposed by the Seller.

**2. Application of the Conditions**

- (a) The Conditions shall apply to the Purchase Offers issued by the Buyer.
- (b) All quotations, offers and tenders are subject to the Conditions; except for otherwise provided in these Conditions, all other terms, conditions, representations or warranties (including these covered in any general terms and conditions used by the Buyer) are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.
- (c) The Purchase Offer constitutes an offer by the Buyer to purchase goods in accordance with these Conditions.

- (d) The Purchase Offer shall only be deemed to be accepted by the Seller when the Seller issues a written acceptance of the Purchase Offer and delivers it to the Buyer at which point and on which date the Contract shall come into existence (“**Commencement Date**”).

### **3. Cancellation of an Order**

- 3.1. The Buyer has no right to cancel goods or services ordered, with the exception that the Buyer may cancel goods or services ordered within two weeks from the date when the Order was received by the Seller, provided that the Seller has not yet issued the Acceptance of Offer before or on the day of receipt of the Buyer's cancellation. The Acceptance of Offer shall be deemed issued on the day that it is dated.
- 3.2. In the event of full or partial cancellation of an Order by the Buyer in accordance with the clause 3.1. above, the Seller will be entitled to compensation of 15% of the total Order price, unless otherwise agreed by the parties in writing.

### **4. Delivery**

- 4.1. Except where otherwise agreed, the Seller shall deliver the goods to the Buyer's premises stated in the Contract.
- 4.2. Time for delivery of the goods and completion of the services is given as accurately as possible, however it is provided for information reasons only and can be reconsidered by the Seller.
- 4.3. In the event that the Seller is unable to deliver the goods or complete the services at the time agreed, it shall use its reasonable endeavors to notify the Buyer of the delay. Upon such notice made by the Seller, the Buyer undertakes to negotiate in good faith with the Seller to agree a new delivery date.
- 4.4. In the event that the goods cannot be delivered or the parties cannot agree a new delivery date, each party is entitled to withdraw from the Contract by a written notification to the other party, made within 14 days from the date of delivery stemming from the Contract. In case of withdrawal the Buyer may seek alternative goods at its own cost and risk. The Seller shall not be liable for any damages incurred by the Buyer in connection with withdrawal from the Contract unless done intentionally by the Seller.
- 4.5. If the Buyer does not promptly discharge road tankers used to deliver the goods to the Buyer, the Buyer shall indemnify the Seller against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.
- 4.6. The Seller reserves the right to deliver less or more than the quantity of goods ordered in the Purchase Offer by up to 5% and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer accepts such variations up to 5% of the stated measurement.
- 4.7. The Seller may deliver the goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract.
- 4.8. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 4.9. Failure or delay of the Buyer to take over delivery of one or more installments of goods or services shall entitle the Seller to withdraw from the Contract either in whole or part by a written

notification of the Seller, made within 21 days from the date of delivery stemming from the Contract. This contractual right of withdrawal from the Contract does not exclude Seller's statutory right to withdraw from the Contract in accordance with the Polish Civil Code. Notwithstanding the above, the Buyer shall be liable for any costs incurred by the Seller stemming from such failure or delay, in particular costs of transportation, storage and warehousing.

- 4.10 Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

## **5. Price and Payment**

- 5.1. Subject to the clause 5.2 and 5.5 below, the price for the services or each delivery of goods will be indicated in the relevant Purchase Offer, as amended by the relevant Acceptance of Offer and the Conditions or - if no pricing information is contained therein - will be established in accordance with the Seller's price list in force at the Commencement Date. In the event of a conflict, any price revision in accordance with the condition 5.2 and 5.5 shall prevail, or if the price has not been revised, the price in the Acceptance of Offer shall prevail and - if no price information is contained therein - the price in the Purchase Offer shall prevail.
- 5.2. The Seller shall be entitled to increase the price of the goods every six months for any reason or more frequently if the Seller - at its sole discretion - considers it to be justified, especially in connection any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller in connection with the production or supply of the goods.
- 5.3. In case of the planned price increase, the Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to withdraw from the Contract within the scope of installments to be provided after the term of the notice by providing a written notification to the Seller within 7 days of the Buyer receiving notice on the price increase. If the Buyer's written notification is not received by the Seller by the end of the notice term then the Contract shall continue in force with the new, increased prices indicated in the Seller's notice. If the goods or services provided under that relevant Purchase Offer are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement - such notification on withdrawal shall be delivered to the Seller within 7 days of the Buyer's receiving a notice on the price increase. If the Buyer's written notification is not received by the Seller within this deadline, the Contract shall continue in force with the new, increased prices indicated in the Buyer's notice.
- 5.4. Notwithstanding the above, the Seller may at any time adjust prices where the Seller suddenly experiences increased costs of providing the goods to the Buyer, especially as a result of any governmental interventions, including but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange.
- 5.5. Where as a direct result of the United Kingdom's withdrawal from the European Union the Sellers costs of delivering the goods are materially increased, the Seller shall be entitled to increase the price of the goods on at least 14 days' written notice to the Buyer for such Products delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by the Seller, but for avoidance of doubt, does not need to be agreed by the Buyer in advance. For the purpose of this condition, an increase of 5% or more of the Seller's costs shall in all cases be deemed to be a "material" increase".
- 5.6. Unless specifically stated otherwise, all prices are net (exclusive of VAT tax and any other applicable taxes, fees, custom duties, excise and other public payments, where applicable, and do not include delivery or package charges) and are not subject to any discount.

- 5.7. Payment must be received to the bank account indicated by the Seller by the 20<sup>th</sup> day of the month following the month of delivery of the goods or services and - if the date of payment falls on a nonworking day - no later than on the last working day before the date of payment. The Buyer shall pay all amounts due under the Contract in full and without any deduction, withholding or set-off. The payment is considered as paid on the day when the amount is credited to the Seller's bank account.
- 5.8. In case the Buyer is late with payment, the Seller – at its sole discretion – shall be entitled to charge the Buyer with interest at the maximum possible rate pursuant to art. 359 § 2<sup>1</sup> of the Polish Civil Code. The interest shall be payable daily and shall be calculated from the total, outstanding sum.
- 5.9. Where the Buyer is late in payment, the Seller shall be entitled to:
- (a) suspend any or all further deliveries and the performance of services under the Contract and under any other Contract between the Seller and the Buyer, until the full payment of the due amount to the Seller is made; and
  - (b) demand an immediate payment of all outstanding sums due to the Buyer on any account from the Seller or any of its affiliated companies (including the sums which has not already been invoiced); and/or
  - (c) withdraw from the Contract by a written notification of the Seller, made within 30 days from the date of payment stemming from the Contract. In this case all due sums are becoming immediately payable, unless the delivered goods are immediately returned to the Seller. This contractual right of withdrawal from the Contract does not exclude Seller's statutory right to withdraw from the Contract in accordance the Polish Civil Code.
- 5.10. Where goods are delivered by installments or the services are performed in stages, the Seller may invoice each installment or stage separately and the Buyer shall pay such invoice in accordance with the above clauses.
- 5.11. The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities.
- 5.12. No disputes arising under the Contract or delays and no Buyer's remarks or concerns regarding correctness of the invoice shall interfere with prompt payment by the Buyer.
- 5.13. The Buyer accepts that the Seller may choose to deliver the invoices via e-mail.

## **6. Payment for Containers and their usage**

- 6.1. Subject to condition 6.2, the Seller shall be entitled to charge the Buyer for crates, drums, boxes, cases, carboys or other types of packaging where such packaging is used for transportation of the goods to the Buyer. Where the Seller has indicated to the Buyer that such packaging is returnable to the Seller, the Buyer shall return them to the Seller in good condition within 2 months since the delivery, carriage paid, and the Seller will credit the Buyer for such returned packaging at the next settling of accounts. Rates of charge and credit will be notified periodically. All returnable packages which are not returned to the Seller in accordance with this provision, not complete or in bad condition, and which have not previously been charged for, will be invoiced at the standard rate established by the Seller at its sole discretion. The payment of such invoice shall be subject to the clause 5.6.

6.2. Where the Buyer uses SAFE-TAINER<sup>TM</sup> containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINER<sup>TM</sup> containers are available for collection and the Seller shall arrange collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINER<sup>TM</sup> container free of charge for a period of 56 days from the date of delivery of that container ("**Charge Free Period**"). Any SAFE-TAINER<sup>TM</sup> containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day established by the Seller at its sole discretion. The payment of such invoice shall be subject to the clause 5.6.

6.3. All containers provided by the Seller must not be used for the storage or holding of any goods other than those goods delivered by the Seller unless the Seller's prior written consent is obtained.

## **7. Credit**

The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer.

## **8. Warranty**

8.1. Except for otherwise provided in these Conditions, statutory warranty for defects and guarantee of quality (under art. 556 *et seq.* of the Polish Civil Code) are excluded from the Contract and the claims provided under this Clause 8 constitute the sole remedy of the Buyer in case of non-conformity of the goods.

8.2. The goods supplied by the Seller shall, at the point of delivery, be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller.

The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill.

8.3. Upon the arrival of goods or services at their destination, the Buyer shall promptly examine the conformity of the goods or services to the Contract. In case of non-conformity, all claims shall be possible only if delivered in writing to the Seller's customer representative:

- (i) if elementary checks for irregularities can reveal the non-conformity - before the commencement of utilization of the goods or services but no later than within 7 days of the delivery date;
- (ii) if the goods or services contain hidden defects - within 5 working days of discovery and in any event no later than 3 months of the delivery date.

8.4. After the periods indicated in the clause 8.3 above, the goods shall be deemed as duly delivered, in conformity with the order and the Seller shall hold no liability for any non-conformity of the goods.

8.5. Subject to the clauses 8.3-8.4 above, if the goods delivered do not conform to the Contract, the Buyer may ask the Seller to:

- (a) repair the goods; or
- (b) supply satisfactory substitute goods or services.

8.6. Having received the Buyer's request, the Seller shall be entitled at its sole discretion either to:

- (a) repair the goods or services; or

- (b) supply satisfactory substitute goods or services free of cost and within a reasonable time;  
or
- (c) repay the price of the goods or services in respect of which the complaint is made.

As a condition for repair and/or delivery of substitute goods or services, the Seller may request that the Buyer first signs and delivers to the Seller an appropriate correcting invoice.

- 8.7. If the Seller repairs or supplies substitute goods or services conforming to the Contract or makes a repayment under the clause 8.6, the Buyer shall accept such repaired or substituted goods or services or repayment and the Seller shall hold no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.
- 8.8. The Buyer agrees to comply with all of its obligations under the EC Regulation on REACH (EC 1907/2006) (the "**REACH Regulation**") and other applicable legal acts, including the Act of 11 January 2001 on substances and chemical preparations. In particular, but without limitation, the Buyer shall provide, in a timely manner, to the Seller all relevant new information on hazardous properties of the goods as specified in the **REACH Regulation**, ensuring effective execution of obligations in the supply chain. The Buyer shall comply with any safety information on the goods supplied to it, cooperate with the Seller in order to ensure safe use of the goods and ensure that its customers are provided with all the information required to use their products safely.
- 8.9. The Seller shall be liable for legal defects of the goods pursuant to applicable provisions of the Polish Civil Code.

## **9. Liability**

- 9.1. The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller holds no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or as a result of the Buyer's failure to use the Sellers' goods, containers or other packaging in accordance with the safety instructions and/or advice.
- 9.2. Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side. At the moment of the commencement of offloading of the goods from the vehicle, profits and burdens connected with the goods as well as the peril of their accidental loss or damage shall pass to the Buyer. In particular, the Seller holds no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/ packaging from the vehicle's side to the Buyer's storage location or offloading.
- 9.3. Where the Buyer receives the goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery. At and from the point of transfer to the Buyer's installation, all profits and burdens connected with the goods as well as the peril of their accidental loss or damage shall pass to the Buyer. In particular the Seller holds no liability for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.
- 9.4. Where the Seller delivers the goods to the Buyer, the Seller shall ensure that all packaging in the form of crates, drums, boxes, carboys etc. are suitable for protection of the goods from damage during delivery. The Seller holds however no liability for any loss or damage caused where such

packaging is used for the further transportation of the goods or other unconnected goods and the Buyer must ascertain himself that the goods are safely packaged for such transportation.

- 9.5. Where the Buyer collects the goods from the Seller, although the Seller has a right to inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.
- 9.6. Unless the Seller has explicitly confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller holds no liability for admixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for such admixture and/or for its transfer.
- 9.7. The Seller's maximum aggregate liability under or in connection with the Contract, whether due to the improper performance of the Contract or otherwise, will in no circumstances exceed the price of the goods or services under the Contract. Pursuant to these terms any concurrence of the Seller's contractual liability and his tort liability arising from default of the obligations arising from the Contract is excluded.
- 9.8. In no circumstances shall the Seller be liable under the Contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same) which arises out of or in connection with the Contract except for the cases when the Seller causes the damage by willful misconduct (umyślne).

## **10. Intellectual Property**

All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any nature ("**Intellectual Property**") in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The Seller reserves the right at any time to demand from the Buyer forthwith to discontinue the use in any manner whatsoever any such trademarks or other Intellectual Property.

## **11. Risk**

The risk of an accidental loss or damage to goods shall remain with the Seller until delivery by the Seller or collection of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer in accordance with the clauses 9.2 – 9.3.



## **12. Reservation of ownership**

- 12.1. The ownership of the goods shall pass to the Buyer only if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under the Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after the Contract) whether or not the same are immediately payable.
- 12.2. The Seller is entitled at any time to recover the goods the ownership of which has not passed to the Buyer under the clause 12.1.
- 12.3. Until the ownership of the goods has passed to the Buyer under these Conditions, the Buyer shall possess the goods as their depositary pursuant to art. 835-845 of the Polish Civil Code, however:
- (a) the Buyer is not entitled to remuneration for storing the goods;
  - (b) the Buyer shall ensure that any packed goods are clearly identifiable as received from the Seller as far as reasonably possible;
  - (c) during such time the Buyer - acting as an irregular depositary pursuant to art. 845 of the Polish Civil Code - may in the normal course of business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer.
- 12.4. Each paragraph or sub-paragraph of this condition is separate, severable and distinct.

## **13. Ex Stock Goods**

Ex-stock goods are offered for the sale unless were sold elsewhere prior to receipt of the acceptance of the Seller's offer.

## **14. Variations**

No variation to any Contract or the Conditions shall have effect unless signed in writing on behalf of the Seller by a representative of the Seller.

## **15. Assignment**

The Contract is concluded between the Seller and the Buyer as principal and is not assignable without the prior written consent of the Seller.

## **16. Right of withdrawal**

Notwithstanding the above clauses, the Seller shall be entitled forthwith to withdraw from any Contract with the Buyer upon a written notice if:

- (a) the Buyer fails to pay any invoice in accordance with these Conditions – in such situation the Seller may exercise its right of withdrawal within 30 days from the date of payment stemming from the Contract;
- (b) the control over the Buyer changes during the period of the Contract – in such situation the Seller may exercise its right of withdrawal within 60 days from the date of delivery of the goods stemming from the Contract or within 21 days from the date of payment stemming from the Contract; or
- (c) the Buyer commits any continuing or material breach of these Conditions – in such situation the Seller may exercise its right of withdrawal within 60 days from the date of delivery



stemming from the Contract or within 21 days from the date of payment stemming from the Contract;

- (d) the Buyer makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers; a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business – in such situation the Seller may exercise its right of withdrawal within 60 days from the date of delivery stemming from the Contract or within 21 days from the date of payment stemming from the Contract.

These contractual rights of withdrawal from the Contract does not exclude Seller's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.

#### **17. Modification of the Conditions**

The Seller reserves the right to revise these Conditions at any time with 2 months' advance notice to the Buyer. Unless otherwise specified, the amended Conditions become applicable to all Purchase Offers placed after the date on which the Conditions and the new prices become effective.

#### **18. Force Majeure**

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors. or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.
- (b) The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than 24 weeks, either party shall, without limiting its other rights or remedies, have the right to withdraw from the Contract immediately by giving written notice to the other. In such situation each party may exercise its right of withdrawal within 26 weeks from the day of delivery stemming from the Contract. This contractual right of withdrawal from the Contract does not exclude Seller's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.

#### **19. Compliance**

The Buyer:

- (a) shall comply with all applicable laws, statutes, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;

- (b) acknowledges that it has access to, and reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <https://www.univarsolutions.com/> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (c) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 19 (a) and 19(b) , to ensure continued compliance.

## **20. Governing Law and Jurisdiction**

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed and interpreted according to the laws of Poland. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.

All disputes arising in connection with the Contract and/or interpretation of these Conditions, shall be exclusively submitted to the Polish court competent for the registered office of the Seller.

## **21. Severability**

If any of these terms, conditions, clauses or sub-clauses are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Conditions, which will remain in full force and effect.

## **22. Confidentiality**

The Buyer undertakes not to make any unauthorized disclosure of any confidential information regarding the goods or services provided by Seller or the Contract. Confidential information shall mean any information, technical, commercial or of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Buyer's breach of this secrecy undertaking. The Buyer ensures that the Buyer's employees will not disclose confidential information to third parties. The Buyer shall ensure that employees likely to get access to confidential information covenant to keep such information confidential to the same extent as the Buyer according to this confidentiality undertaking.

## **23. Non-waiver:**

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **24. Data Protection**

Should the Buyer receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from the Seller, the Buyer shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Buyer hereby agrees to indemnify the Seller against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the

Seller as a result of any breach of the GDPR by the Buyer.

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