

**UNIVAR SOLUTIONS PORTUGAL S.A.**  
**CONDITIONS OF PURCHASE**

**1. GENERAL**

- 1.1. In these terms and conditions "Buyer" refers to UNIVAR SOLUTIONS PORTUGAL S.A. and "Seller" refers to the individual, firm or company with whom the Buyer has placed an Order. The term "Contract" shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods. "Order" means the Buyer's written instruction to supply the Goods, incorporating these terms and conditions. "Goods" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).
- 1.2. The Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of (i) the Seller issuing written acceptance of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence
- 1.3. These terms are the only terms upon which the Buyer is prepared to deal with the Seller and they shall govern all Contracts between them to the exclusion of all other terms or conditions.
- 1.4. Any variation from these General Terms and Conditions will be valid only if and to the extent that it has been expressly confirmed by the Buyer in writing.

**2. ORDERS**

- 2.1. All Orders, including Orders for direct deliveries, shall be accepted by the Seller prior to despatch or within five (5) working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.
- 2.2. Unless the Buyer's Order is confirmed in writing within the timeframe mentioned in Clause 2.1, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it. Before the Order is accepted by the Seller, the Buyer shall have the right to cancel it at any time, without any liability to the Seller. Any modified acceptance of the Buyer's Order by the Seller is required to be expressly set out in writing. In this case the Contract shall become effective only when such modifications are approved by the Buyer in writing.

**3. PRICES**

- 3.1. A price that has been accepted by the Buyer may not be increased without the Buyer's prior written consent.
- 3.2. The price payable shall be that specified in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency which is stated on the Order.

**4. PAYMENT**

- 4.1. The Buyer's standard payment terms are sixty (60) days after the date of receipt of the invoice

unless otherwise agreed in writing. If the Buyer is in delay with payment of amounts due, such delay shall not constitute a material breach that gives the Seller a right to terminate the Contract.

- 4.2. Unless otherwise agreed in writing, the Seller will not send the invoice before the date of delivery. The invoice must be raised in the currency which is stated on the Order.
- 4.3. If the Buyer objects to an invoice the Buyer shall be entitled to suspend payment until the objection has been resolved between the parties, without prejudice to any of its other rights at law, under these General Terms and Conditions or the Contract.
- 4.4. The Buyer may deduct from any monies due or becoming due to the Seller any money that may be due to the Buyer from the Seller.

## **5. DELIVERY AND QUANTITY**

- 5.1. In the absence of any agreement to the contrary the Goods shall be delivered by the Seller, duty paid (DDP in accordance with INCOTERMS 2010) to the address stated by the Buyer in the Order, on the stipulated date and time at the expense of the Seller.
- 5.2. The Seller shall promptly notify the Buyer if the Seller has reason to believe that the agreed date of delivery cannot be met. Such notification does not release the Seller from its obligations with respect to the agreed delivery time nor from its liability in that respect. The Seller shall further notify the Buyer of the estimated new delivery date.
- 5.3. The Buyer is entitled to terminate the Contract in respect of the delayed Order to the extent that the delay is significant. A delay shall always be deemed significant if it lasts for more than five working days and the Buyer shall in such case be entitled to compensation for costs incurred and losses suffered.
- 5.4. In case of a delay the Buyer shall in addition to what is stated above in Clause 5.3 be entitled to liquidated damages amounting to five percent of the total price for the delayed Order per week, calculated per the first day of each week, and from the day when the Goods according to the Contract should have been delivered until they have been delivered. The aggregate amount of liquidated damages shall however not exceed 50 percent (50%) of the price for the delayed Order. The liquidated damages shall not exclude any other remedy available to Buyer and Buyer shall be entitled to claim additional damages to the extent that the Buyer can prove that the Buyer has incurred costs or suffered damages to an amount that exceeds the liquidated damages.
- 5.5. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense. Deliveries in instalments will only be accepted with the Buyer's prior written consent.
- 5.6. If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises the Seller will be liable for all damage which it or its carrier causes to the Goods or the Buyer's property in the course of delivery and completion of offloading. If Goods are delivered before the date specified in the Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery. In addition, if the Buyer decides to take delivery of the Goods, payment term shall still start from the delivery date stated in the Contract.
- 5.7. In the case of Goods supplied from outside the country from where it will be delivered, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller. Unless otherwise stated in the Order, Seller is responsible for obtaining all the

export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.

- 5.8. Deliveries must be booked in, with the relevant Buyer site, at least 24 (twenty four) hours prior to delivery unless otherwise stated on the Order.
- 5.9. If the Contract provides that the Seller must deliver Goods in more than one delivery or render its performance in parts, the Seller must keep sufficient stock and must deliver the quantities of Goods specified by the Buyer or perform a part of the agreed work to be specified by the Buyer, at any time required by the Buyer and at its first request, unless otherwise agreed in writing.
- 5.10. The Seller will ensure deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. Seller will further ensure all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.
- 5.11. **PROOF OF DELIVERY ("P.O.D"):**

Where the Buyer has requested that the Seller deliver direct to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) must be provided to the Buyer's site from where the Order was placed. The P.O.D. must quote the Buyer's purchase order number, quantity and description of Goods delivered and be received at that site, free of charge, within 3 (three) working days of delivery of the Goods.

## **6. DOCUMENTATION**

- 6.1. The Seller shall provide the Buyer with relevant documentation (including but not limited to the Certificates of Analysis) and the processing instructions before or at the time of delivery. The Buyer is entitled to use the documentation without restrictions, including but not limited to the right to make copies of the documentation.
- 6.2. Certificates of Analysis for all chemical products shall be provided free of charge with all deliveries or faxed prior to delivery, unless otherwise agreed in writing. They must quote the batch number and the Buyer's purchase order number.

## **7. RISK AND TITLE**

Unless otherwise agreed in writing, risk in the Goods shall pass to the Buyer on completion of delivery at the place specified in the Order and title to the Goods or any part of them shall pass to the Buyer on the earlier of delivery of the Goods or upon sooner payment but nothing in this condition shall affect any right of the Buyer to reject Goods.

## **8. TRANSPORTATION AND PACKAGING**

- 8.1. The Seller must properly pack the Goods for shipment, considering the Goods' nature, to the delivery address. The packaging shall adequately protect the Goods against bad weather, corrosion, accidents, vibration or shocks, etc. The Buyer may at all time return the (transport) packaging materials for the Seller's account. The Seller shall collect all packaging materials used for the delivery or have such materials collected at the Buyer's first request, without being entitled to charge any costs in this respect. Any processing or destruction of the packaging materials by the Seller will be for its account and risk.

- 8.2. In offering the Goods to be delivered for transportation or in transporting them, the Seller shall comply with any and all applicable rules and regulations in all countries through which the Goods to be delivered will pass. The Seller shall furnish all information required or requested by the Buyer on the Goods or the handling of the Goods.
- 8.3. Along with the delivery address, the product names and code numbers used by the Buyer with respect to the Goods to be delivered must be stated on all accompanying transportation papers with respect to the Goods. Failure to do so will entitle the Buyer to refuse the Goods. The Seller must compensate the Buyer for any and all losses suffered by the latter in the event of such a refusal.
- 8.4. Demurrage will only be accepted after the standard time of 3 hours from the agreed booking time. If the Seller misses the booking time no demurrage will be paid.

## **9. VARIATIONS**

The Buyer shall have the right to at any time modify the Contract by giving the Seller written notice hereof. If a request of modification in the Seller's opinion has an impact on agreed prices or delivery dates the Seller shall notify the Buyer of this without delay and at the latest eight working days from when the Seller received the notice of the modification. If the Buyer finds the impact on prices or delivery dates unreasonable, the parties shall consult each other in order to find a solution. If no such solution can be found the Buyer shall be entitled to terminate the Contract and the Seller shall be entitled to compensation in accordance with clause 17.4 below.

## **10. INSPECTION - REJECTION**

- 10.1. The Seller shall allow the Buyer or third parties designated by the Buyer access to the production, processing or storage site or sites at the Buyer's first request in order to inspect the Goods and the facilities. The Seller shall lend any assistance required by the Buyer in this respect. If the Goods cannot be inspected due to a circumstance for which the Seller can be held responsible, the Seller will be liable for the loss thus caused. Such inspection will mean neither delivery nor acceptance of the Goods to be delivered. However, the Buyer's failure to discover a defect or to execute an inspection will not discharge the Seller from its liabilities in relation to any defect.
- 10.2. The Buyer reserves the right to reject any Goods or workmanship which is proved on inspection to be faulty in quality or construction, or is not of satisfactory quality, or is not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Contract or not in accordance with the agreed specification.
- 10.3. If the Buyer rejects the Goods, the Seller will be liable for any and all losses thus arising. Without prejudice to the Buyer's rights, the Seller must, at the Buyer's first request and within 2 (two) working days after the rejection, or earlier if the Buyer so requires, ensure that the Goods are repaired or replaced before being delivered. If the Seller fails to fulfil this obligation, the Buyer may purchase the required goods from a third party or take measures or have measures taken by third parties for the Seller's account and risk without prejudice to the Buyer's other rights at law or under these Terms and Conditions or the Contract.
- 10.4. The Buyer may complain about visible defects during 15 (fifteen) days after delivery or any longer period allowed by the law. The Buyer may complain about invisible defects during 15 (fifteen) days after their discovery or any longer period allowed by the law. Acceptance of the Goods by the Buyer will be without prejudice to any and all claims of the Buyer against the Seller. The Seller undertakes to replace such rejected Goods with all reasonable speed if requested to do so by the Buyer. The Buyer shall be under no obligation to accept such

replacement of Goods. Any money paid to the Seller in respect of rejected Goods shall be repaid forthwith by the Seller upon demand by the Buyer.

## 11. GUARANTEE

- 11.1. The Goods and/or services shall be provided by the Seller in compliance with all applicable laws and regulation. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.
- 11.2. The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and any specifications supplied or advised by the Buyer to the Seller. The Seller warrants, represents and undertakes to the Buyer that:
  - 11.2.1. The Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;
  - 11.2.2. The Goods are of good quality, free from faults or defects; and
  - 11.2.3. Where the Goods are custom designed, blending or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller, the Seller warrants the Goods are fit for their purpose;
  - 11.2.4. All information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
  - 11.2.5. It has provided the Buyer with all product and technical information as may be required by law.
  - 11.2.6. The Buyer shall be entitled to inspect the Goods during their manufacturer and prior to delivery where requested.

The Buyer's right under these conditions are in addition to the statutory conditions implied in favour of Univar under law.
- 11.3. If the Goods are not in conformity with the Contract, the Buyer may, at its discretion, require that the delivered Goods be repaired or replaced, or that the missing part or parts be delivered, without prejudice to the Buyer's other rights under these General Terms and Conditions, the Contract or at law, in particular under Clause 15. In addition, the Buyer may return or keep Goods that are not in conformity with the Contract at the Seller's costs until the Seller has issued further instructions as to what should be done with the Goods. Any costs to be incurred by the Buyer will be for the Seller's account. Storage of the Goods will be for the Seller's account and risk. the Buyer may require the Seller to ensure that the defective Goods are repaired at the Buyer's premises, without charging any additional costs.
- 11.4. The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licences or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the termination of the Contract.
- 11.5. The Seller will obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises.

## **12. QUALITY CONTROL – CHANGE MANAGEMENT**

- 12.1. Seller agrees to provide and maintain an inspection and quality control system acceptable to the Buyer.
- 12.2. Seller further agrees to maintain adequate authenticated inspection and test documents which relate to the Goods and required under these General Terms and Conditions or/and under any Contract. Such records shall be retained by the Seller for a period of 5 (five) years after completion of the Contract or as otherwise specified in the Contract and made available to the Buyer upon request, at no cost.
- 12.3. **CHANGES TO GOODS, PROCESSES OR SITE OF MANUFACTURE:**  
The Seller shall notify the Buyer in writing in good time if it intends to make changes to the Goods and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. If the Seller fails to notify the Buyer of any such changes at least 30 (thirty) days prior to such change, then Buyer shall be entitled to terminate the Contract forthwith.

## **13. REACH (SPECIAL CONDITIONS RELATING TO GOODS FALLING INTO THE SCOPE OF REACH)**

- 13.1. All Orders are placed on the clear and unambiguous understanding on the part of Buyer, and acknowledgement on the part of the Seller, that the Seller has ensured that those substances and mixtures (chemical products) falling within scope of the new European Community Regulation (EC 1907/2006) on the Registration, Evaluation, Authorization and Restriction of Chemical substances ("REACH"), have been appropriately pre-registered and registered in accordance with the obligations arising from REACH. Buyer must have received written assurances from the relevant Seller that the Goods are, and will continue to be, in compliance with REACH.
- 13.2. The Buyer reserves the right to collect or return, at Buyer's choice, any substances and/or preparations that fail to meet these conditions and thus are prohibited from being marketed or sold in the EEA, or are withdrawn from the EEA market for non-compliance with REACH. Seller undertakes to reimburse Buyer for the original purchase price including all related costs of these substances and/or preparations. Seller also undertakes to reimburse Buyer for the cost incurred by Buyer, of Seller's substances and/or mixtures that are collected and destroyed, or for the cost of collection and return, to the relevant Seller, of such substances and/or mixtures that do not comply with REACH.
- 13.3. Seller shall provide on a timely basis to Buyer all relevant information in order to comply with Buyer's obligations under the EU Regulation on REACH.
- 13.4. Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to REACH, Buyer and the Seller shall agree who will be the registrant.
- 13.5. Where the Seller (or their appointed Only Representative) is the registrant, the Seller shall pre-register and register the Goods at its own cost and expense on a timely basis under REACH.
- 13.6. Where Buyer is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with Buyer in order to pre-register and register the Goods on a timely basis under REACH. In addition, Seller agrees to reimburse Buyer on an indemnity basis for all costs incurred by Buyer in complying with the obligations imposed by REACH.
- 13.7. The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.



- 13.8. Failure by the Seller to comply with these obligations shall be a material breach not capable of remedy and entitle Buyer to terminate the Contract in accordance with Clause 17 of these Conditions.

#### **14. PRODUCT SAFETY AND PRODUCT RECALL**

- 14.1. The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.
- 14.2. Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:
- 14.2.1. Use all reasonable endeavours to co-operate with the Buyer to take any remedial action necessary to minimise the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of operation of the Goods;
  - 14.2.2. Recall any Goods already sold by the Buyer to its customers;
  - 14.2.3. Collect any recalled Goods or defective Goods held by the Buyer;
  - 14.2.4. Appropriately destroy and/or dispose of any recalled Goods;
  - 14.2.5. Comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and
  - 14.2.6. Comply with any other arrangements as may be agreed between the parties in respect of the Goods.
- 14.3. The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe.
- 14.4. For avoidance of doubt the Seller is fully and solely liable for any damage to goods or person that the delivered goods (or elements therein) may cause, whether the claims are directed against the Buyer, the Seller or both and whether the Seller has been negligent or not. Thus, the Seller is fully and solely responsible for any and all claims on the basis of product liability and the Seller will indemnify and hold harmless the Buyer for all costs incurred and damages suffered in relation hereto.
- 14.5. This Clause 14 shall survive termination of the Contract.

#### **15. INDEMNITY**

- 15.1. The Seller shall, in addition to any other remedy available to the Buyer under the Contract or according to law, indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer in relation to:
- 15.1.1. The failure of the Seller to supply Goods which conform with all applicable legislation at the time of supply;

- 15.1.2. The provision of insufficient and/or inaccurate and/or incomplete information by the Seller;
- 15.1.3. The failure of the Seller to provide adequate written notice of any change in Goods' specification; and where the conditions of Clause 11.2.3 apply, any breach of warranty as to fitness for purpose.
- 15.2. If the Buyer is held liable on the basis of product liability, the Seller will indemnify and hold harmless the Buyer for all costs ensuing therefrom and assume the defence of such claim or litigation resulting therefrom at its expense and through counsel of its own choosing, provided that the Buyer so requests the Seller.

## **16. INSURANCE**

The Seller shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract including, but not limited to Product Liability Insurance to the value of 10 (ten) million Euro per claim (or the equivalent in local currency). The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

## **17. TERMINATION**

- 17.1. Without prejudice to any other remedy available to Buyer, the Buyer shall be entitled to terminate the Contract forthwith in the following events:
  - 17.1.1. The Seller commits a material breach of any of the terms and conditions of the Contract;
  - 17.1.2. The Seller ceases its business or if a change occurs in the control of that business.
- 17.2. The above provisions will not detract from the Buyer's right to compensation of any and all losses and expenses ensuing from the Seller's failure to perform or from its anticipated failure to perform, unless the Seller cannot be held responsible for the failure.
- 17.3. Termination of any Contract for any reason shall not affect any rights or liabilities accrued at the date of termination.
- 17.4. The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

## **18. FORCE MAJEURE**

- 18.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary



licence or consent and, where relating to the Buyer, any import restriction or material change in import tariffs and costs arising as a result of or in connection with the United Kingdom's withdrawal from the European Union having an impact on the Buyer's ability to fulfill its obligation under this Agreement.

- 18.2. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 18.3. If the Force Majeure Event prevents either party from complying with its obligations under this Contract for a period exceeding 4 (four) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

## **19. CONFIDENTIALITY**

The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Order from the Buyer and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. The Seller acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Buyer shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Clause 19. This clause shall survive the termination of the Contract for a period of 5 (five) years.

## **20. APPLICABLE LAW AND COMPETENT COURT**

- 20.1. This 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 by, and construed in accordance with, the laws of Portugal, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Lisbon, Portugal.
- 20.2. Prior to initiating any legal proceedings, Parties shall attempt to resolve their dispute amicably.

## **21. COMPLIANCE**

The Seller:

- (i) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (ii) 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 <http://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;

- (iii) 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 21 (a) and 21 (b) , to ensure continued compliance.

## **22. MISCELLANEOUS**

### **22.1. SUB-CONTRACTING:**

The Seller will be entitled to have a third party carrying out the required performance only with the Buyer's prior written approval.

### **22.2. SEVERABILITY:**

If any provision of a Contract is held invalid or unenforceable, in whole or in part, in any jurisdiction, that provision will be void in that jurisdiction to the extent it is contrary to applicable law in that jurisdiction and the invalidity or unenforceability of one or more provisions of the Contract shall not affect the validity of the Contract as a whole. The Parties hereto shall substitute such provision by a valid one, which in their effect come close to the unenforceable provision, reasonably assuming that the Parties would have contracted the Contract also with this new provision.

### **22.3. ASSIGNMENT:**

The Contract or rights and obligations under the Contract are not assignable by the Seller without the consent of the Buyer. The Contract (as a whole or partially) or rights and obligations under the Contract may be freely assigned, transferred or delegated by the Buyer to any third party.

### **22.4. WAIVER:**

A Party's delay or failure to enforce or insist on strict compliance with any provision of the Contract will not constitute a waiver or otherwise modify the Contract. A Party's waiver of any right granted under the Contract on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

### **22.5. INDEPENDENT CONTRACTOR:**

Nothing contained in these Conditions of Purchase or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

### **22.6. DATA PROTECTION**

Should the Seller 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 Buyer, the Seller 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 Seller hereby agrees to indemnify the Buyer against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Buyer as a result of any breach of the GDPR by the Seller.

### **22.7. TRANSLATION:**

In the event that the conditions of the Portuguese version of the Conditions of Purchase should be in conflict with this English version of the Conditions of Purchase, the provisions of the Portuguese (as applicable) version of the Conditions of Purchase shall prevail.

