

BFS EUROPE NV GENERAL TERMS AND CONDITIONS OF SALE (the "Conditions")

1. BFS EUROPE NV (the "Seller") is a fully owned subsidiary of Beaulieu International Group NV.

2. All offers, orders, sales and deliveries issued or performed by the Seller are subject to the Conditions laid down below. The buyer wishing to purchase the Goods (as defined below) of the Seller (the "Buyer") explicitly acknowledges that it has taken knowledge of and accepts the applicability of these Conditions. Any terms and conditions of purchase of the Buyer are not accepted and will not apply. Any modifications and changes to these Conditions will only be valid insofar they are explicitly accepted by the Seller in writing.

3. All offers and quotations are only valid for the period stated therein. In case no period is foreseen, the offer or quotation shall be valid for a period of thirty (30) day as of their issuance. Orders are only binding for the Seller and only create a binding contract between the parties if approved in writing by the Seller through an order confirmation (the "Order Confirmation"). This Order Confirmation shall at a minimum contain (i) the type of goods which Buyer wishes to purchase ("Goods"); (ii) the quantity of the Goods; (iii) the place where the Goods are to be delivered to; (iv) the price of the Goods; (v) Buyer's order number; and (vi) other information concerning delivery of the Goods, including any preferred means of transport. The Buyer shall immediately verify such Order Confirmation and, no later than twenty-four (24) hours as of the receipt thereof, let the Seller know in writing if something is not as agreed upon and needs to be adapted. Any complaints or remarks received after the aforementioned period will not have to be taken into account by the Seller and the Seller is entitled to execute the order as foreseen by the Order Confirmation. The Seller can in its own discretion decide to accept an order or not, without the need to motivate its decision. In case of discrepancy between the terms of these Conditions and the Order Confirmation, the latter will prevail, insofar as the Order Confirmation explicitly refers to the clauses of these Conditions of which it wishes to deviate.

4. The Seller reserves the right to modify, in its own discretion, certain characteristics of the Goods provided that these modifications do not affect the normal use for which the Goods are intended. Catalogues or samples are exclusively provided by way of information.

5. In case of cancellation of all or part a make to stock-order by the Buyer the Seller will be entitled to payment of a fixed compensation, equaling 10% of the price of the cancelled quantities, without prejudice to the right of the Seller to recover all damages suffered by the cancellation from the Buyer. In case of cancellation of orders with regard to custom made/make to order/on demand Goods Seller will be entitled to payment of a fixed compensation equaling 100% the price of the cancelled quantities, without prejudice to the right of the Seller to recover all damages suffered by the cancellation from the Buyer.

Custom made/make to order/on demand Goods will in any case have to be collected in their entirety by the Buyer at the agreed upon date in the Order Confirmation. In case the Buyer fails to do this, Seller will automatically and without notice be entitled to charge storage costs to Buyer as of that date.

The Seller reserves the right to suspend or cancel the Order Confirmation by operation of law and without formal notice of default if the Buyer does not observe his obligations under that Order Confirmation or these Conditions. The same applies in case of bankruptcy, liquidation, dissolution or financial difficulties of the Buyer. If the Seller asserts this right he will be entitled to either collect or demand restitution of the Goods already delivered. Any advance payments made will remain acquired by the Seller by way of compensation, without prejudice to his right to claim an additional compensation for damages incurred.

6. Unless otherwise agreed the price stipulated in the Order Confirmation is only for the quantity of the Goods and costs of transport and packaging. VAT and other taxes are not included in the price and are to be paid by the Buyer. If Buyer is required to withhold or to apply any duties, VAT and other taxes on payments made under the Order Confirmation, then Buyer shall gross up such payments so that Seller receives, after the deduction of duties, VAT and other taxes, the full sum due and payable as if no such duties, VAT and other taxes had been deducted.

If one or more price-determining factors of the Goods increases prior to the supply of the Goods, the Seller shall be entitled to increase the price reflected in the Order Confirmation. Price-determining factors can pertain to (but shall not be limited to) the following elements:

- the price of crude oil on the national and/or international markets;
- the price of raw materials;
- transport and storage costs, packaging costs;
- energy or utility costs;
- wages and national insurance costs;
- taxes, charges, levies, import or export duties;
- currency fluctuations;
- insurance premiums.

The Seller will immediately notify the Buyer about changes in the prices. This notice will be done in writing, at least fourteen (14) days before the new prices come into force..

7. Unless otherwise agreed the Goods are delivered FCA to the place indicated in the Order Confirmation, pursuant to the ICC Incoterms © 2020. In case it is agreed upon between the parties that Seller will arrange for transport, Buyer warrants that the place of destination is (i) reachable by the agreed means of transport and (ii) suitable, safe and equipped, if necessary, for the delivery and unloading of the Goods. Buyer shall be liable for and shall indemnify Seller in respect of any delay in unloading or any loss or damage. In circumstances where Buyer is required to unload the Goods, if Buyer has not unloaded the Goods within the time allowed in accordance with the agreed upon laytime provisions, Buyer shall pay Seller demurrage in respect of the excess time at a demurrage rate equal to the market rate for the applicable means and size of transport.

All risks relating to the Goods are transferred to the Buyer at the moment of delivery. The delivery periods are stated by way of indication only, are not of the essence and are not binding on the Seller. Any delay in delivery can never give rise to any liability for the Seller or a refusal to accept delivery of the Goods, payment of a compensation or the dissolution of the contract.

8. Buyer shall inspect the quantity and quality of the Goods at the moment of delivery. Seller shall be entitled to a delivery tolerance of ten per cent (+/-10%) of the quantity stipulated in the Order Confirmation without any right for Buyer to claim that Seller did not meet the agreed upon quantity, and/or require Seller to take back any quantities in excess of the agreed upon quantity. Differences exceeding these tolerances can never give rise to dissolution of the contract or to any form of compensation other than delivery of the missing Goods or return of the excess Goods, at the discretion of the Seller. Any claims in respect of the quantity of the Goods or in respect of damage must be made by Buyer to Seller within three (3) business days after the delivery date.

In the event that the quality of the Goods does not conform to the specification describing the quality of the Goods agreed by the parties or as foreseen in the applicable warranty documents for the specific Goods, the parties shall discuss any discounted price that can be paid by Buyer for such non-conforming Goods, or, if no agreement is reached on a discounted price, Seller shall, at its option, either: (a) replace the defective portion of the Goods with an equal quantity of the Goods within a reasonable time of receiving Buyer's notice; or (b) in the event of a (pre)payment, refund that part of the price in respect of that portion of the Goods which is shown to be defective. Any claims in respect of apparent defects or non-conformity to the specifications, applicable warranty documents or any other claim related to the quality of the Goods noticed during the initial inspection must be made by Buyer to Seller in any event, within five (5) business days after the delivery date.

Claims with regard to hidden defects must be communicated to the Seller in writing within three (3) business days after their discovery. Without prejudice to stricter legal provisions, a guarantee for hidden defects is provided during a period of six (6) months after delivery. In case of resale or processing, the Buyer is to ensure (i) the traceability of the Goods delivered and (ii) the applicability of the technical data sheets, warranty documents, user guidelines and manuals of the Seller with regard to the purchased Goods in respect of any subsequent buyer or other third party.

If Buyer fails to make a claim within the relevant periods provided in this Article such claim will automatically be considered as time barred, null and void, and such delivered Goods shall be deemed to be accepted by Buyer and in conformity to the specifications; further claims in respect of such Goods shall not be permitted.

9. The Seller reserves the right to send its invoices exclusively in electronic format and the Buyer accepts the legal validity and evidential value of invoices in this format. The Buyer will however have the right to request Seller in writing to send a paper version of the electronic invoice. Unless otherwise stipulated on the Order Confirmation, the Buyer's invoices are payable upon receipt. Any objections to an invoice are to be communicated to the Seller by registered letter within a period of eight (8) calendar days as of the receipt of the invoice after which the invoices will be deemed accepted. In case of non-payment of all or part of any amount on the due date, interests on overdue payment at a rate of twelve per cent (12%) per year will be charged by operation of law and without prior notice of default, and the invoice amount will be increased by ten per cent (10%) by way of fixed compensation, with a minimum of forty euro (€ 40,00). Non-payment of an invoice on its due date makes the unpaid balance of all other invoices immediately payable and will entitle Seller to suspend any subsequent delivery of Goods under any Order Confirmation automatically and without prior notice of default. The Seller can furthermore at all times demand securities for payment that guarantee the proper performance of the obligations by the Buyer. The Seller is entitled to suspend the delivery of an order (or parts thereof) that have not yet been delivered, as long as these securities have not been provided.

Buyer acknowledges and agrees to group any credit notes it may have vis-à-vis the Seller on a monthly basis and send them to the Seller at the end of the month in question.

10. All invoices are established and paid in the agreed currency. Conversions are not accepted. If they do take place, the Seller reserves the right to immediately demand payment of any exchange differences. All costs relating to the payments will be charged to the Buyer. The fact that bills of exchange or other negotiable documents are drawn and accepted does not lead to novation of debt and does not constitute a deviation from the present general terms and conditions. Neither party shall be allowed to set off amounts or claims it has on the other party against any other amounts or claims owed to that other party.

11. The title in the Goods shall pass to the Buyer only when payment in full has been received by the Seller for all Goods whatsoever supplied (and all services whatsoever rendered) at any time by the Seller to the Buyer. The Buyer shall permit the representatives or agents of the Seller to enter on to the Buyer's premises and repossess the Goods at any time prior thereto. As long as payment has not been effected the Buyer (i) cannot sell, pledge or offer Goods as guarantee or collateral security and (ii) must keep the Goods separately stored and identified. Should the Goods be converted into a new product, whether or not such conversion involves the admixture of any other goods or things whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the Buyer hereby agrees to indemnify the Seller in relation thereto. In the case of non – payment at the due date and upon simple demand of the Seller, the Buyer must return forthwith to the Seller all merchandise unpaid for.

12. Seller warrants that it will provide the Goods in accordance with the warranty documents applicable to the specific Goods. Unless explicitly otherwise agreed, no warranty is provided for products designed by the Buyer or produced on the basis of specifications that deviate from the standard specifications at the explicit request of the Buyer. To the fullest extent permitted by law Seller disclaims all other warranties and representations, express or implied, statutory or otherwise, including, without limitation any implied terms as to performance, fitness for a particular purpose, satisfactory quality or otherwise relating to the Goods. If a complaint is accepted, the Seller's liability and the Buyer's sole remedy is limited to reimbursement of the Goods that are acknowledged to be defective or to their replacement, at the Seller's discretion as foreseen in article 8 above. In case the Buyer is not the end-customer

of the Goods, it warrants and represents that it will make sure the end-customer is fully aware of the warranties and warranty documents applicable to the specific Goods.

13. In no event shall Seller's liability exceed the amount, in respect of a delivery of the Goods, calculated by multiplying the delivered quantity by the price. Consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense whether in contract, tort or otherwise is never accepted.

Nothing shall limit or exclude either party's liability for: (a) death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents; (b) any losses to the extent caused by fraud, fraudulent misrepresentation, deceit or dishonesty; or (c) any other liability which cannot be excluded or limited by applicable law.

14. To the extent that, in connection with any offers, orders, sales and deliveries, either party comes into possession of any confidential or proprietary information which is either designated by the disclosing party as confidential or is by its nature clearly confidential ("**Confidential Information**"), the receiving party shall not disclose such Confidential Information to any third party without the disclosing party's prior written consent. The Parties explicitly acknowledge and agree that the contents of any order and the Order Confirmation (including, without limitation, prices, quantities, products,...) will be considered as Confidential Information.

The disclosing party hereby consents to the receiving party disclosing such Confidential Information (i) to contractors providing administrative, infrastructure and other support services to Seller and their respective personnel (ii) to legal advisors, auditors, and insurers or as may be required by law, regulation, judicial or administrative process, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with potential or actual mediation, arbitration or litigation.

The obligations of confidentiality shall not apply to the extent such Confidential Information (i) is or becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of the breach of these Conditions by the receiving party, (ii) is received by receiving party independently from a third party having the lawful right of disclosing such information to receiving party, (iii) is independently developed by receiving party, without reliance on any Confidential Information of disclosing party, as can be evidenced by receiving party's written records..

15. Neither party shall be liable to the other party for any delay or non-performance of any obligations under the Order Confirmation or these Conditions if such delay or non-performance is due to circumstances reasonably beyond such party's control and could not have reasonably been prevented or foreseen by such Party, such as without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and third parties retained by the other party), fire or other casualty, internet interruptions, viruses that are not filtered by reasonable antivirus software, hacking, act of God, epidemic (including for the avoidance of doubt, pandemic influenza attack), strike or labour dispute, war or other form of violence, or any law, order, or requirement of any governmental agency or authority (each a "**Force Majeure Event**"). Any decrease in the production of the Seller for reasons beyond its reasonable control shall also be deemed to be a Force Majeure Event. A party seeking relief under this Article 15 shall promptly notify the other party of the relevant event, describing the occurrence of the Force Majeure Event and its anticipated duration. In the event that the affected party's inability to perform exceeds three (3) months, the party not affected by the Force Majeure Event shall, on giving of thirty (30) days written notice, have the right to cancel the Order Confirmation. Where the Order Confirmation is so terminated, neither party will be entitled to compensation or damages arising from or in connection with this article, save in respect of shipments delivered prior to the Force Majeure Event or custom made/make to order/on demand Goods already produced.

If a change in circumstances or market conditions beyond the Seller's control (including without limitation material changes relating to raw material, energy, labour, logistics, manufacturing, regulatory or similar costs affecting the product prices in a substantial way) would render its performance under the Order Confirmation excessively onerous, Seller may renegotiate the terms of the Order Confirmation. In case of refusal or the failure of renegotiations, parties may terminate the Order Confirmation and neither party will be entitled to compensation or damages arising from or in connection with this article, save in respect of shipments delivered prior to the request for renegotiations or custom made/make to order/on demand Goods already produced.

16. Each party shall in their capacity of data processor or data controller comply with their respective obligations under the applicable data protection laws to the extent in connection with the Order Confirmation a party stores, processes and transfers any personal data to which data protection laws apply ("**Personal Data**").

The parties acknowledge that Personal Data may be processed by Seller as a data controller, for the purpose of, or in connection with: (i) the execution of the Order Confirmation, where applicable; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; (iv) administrative, financial accounting, risk analysis and client relationship purposes; (v) to inform the Buyer and/or its representatives, employees and directors about Seller's professional and social activities and about any subject that could be of interest to them, including direct marketing, it being understood that if, in the future, the Buyer and/or its representatives, employees, directors no longer wish to receive such information, they may send a request free of charge by email to Seller.

Buyer confirms that it has obtained all legally required authorizations in a lawful, fair and transparent manner so that Seller may process the Personal Data for the purposes above, and share it with contractors providing administrative, infrastructure and other support services to Seller including across borders and outside the territory of the European Economic Area. Buyer explicitly acknowledges and consents that Seller may make use of cloud computing services to store Personal Data of the Buyer and/or its representatives, employees and directors.

The foregoing is a shortened summary of Seller's privacy notice which is available in full on the Seller's website.

17. In purchasing the Goods, Buyer shall not obtain any rights to any intellectual property in or relating to the Goods or in general of the Seller, including (without limitation) any trade marks, trade names, logos, author rights, software protection rights, domain names, copyrights, patents, utility models, know-how and trade secrets or rights in designs, and all related goodwill, applications for registrations for any such rights as may exist anywhere in the world, and the right to make such applications (the "**Intellectual Property Right(s)**"), whether or not such Intellectual Property Rights are capable of registration, and whether or not they are registered. Unless explicitly granted in the Order Confirmation or any subsequent agreement between the parties, no license is hereby granted directly or indirectly under any Intellectual Property Right held, made, obtained or licensable by Seller now or in the future.

18. The Buyer warrants that it is not appointed by, acts on behalf of, or is associated with any party on the list of the EU or USA containing the parties with which is prohibited to do business such as the US Treasury Department office of Foreign Assets Control's Specially Designated and Blocked persons list and the Buyer agrees not to (re-)export, resell, release or otherwise transport any Goods to those parties. The Buyer adheres to the applicable economic sanctions imposed by the EU and USA as well as the laws and regulations concerning export.

19. If the Buyer wishes to perform an audit, he shall respect a prior written notice of at least thirty (30) days. Any audit shall only be performed during normal business hours. The scope of the audit must be limited to the Seller's performance under the Order Confirmation, these Conditions or any other agreement with the Buyer, and must be solely done to determine and verify the Seller's compliance with these. The Buyer shall not be entitled to conduct an audit more than once in any twelve (12) month period. The Buyer shall be entitled to conduct the audit through a jointly appointed third party auditor of a top tier firm. The Buyer shall procure that any third party auditor shall maintain confidentiality in terms of article 13 and shall, if requested by Supplier, enter a confidentiality or nondisclosure agreement on terms no less onerous than those contained in article 13 hereof. The costs of any third party auditor shall be borne by the Buyer.

20. Neither party may assign any of its rights or obligations under the Order Confirmation or these Conditions, without the other party's prior written consent.

21. These Conditions, together with the Order Confirmation and any appendices thereto constitute the entire agreement between the parties and supersedes and replaces all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, express or implied, relating to its subject matter. No amendment or variation of the Order Confirmation or these Conditions shall be effective unless done in writing and signed by a duly authorized representative of each of the parties.

22. If, at any time, any provision of the Order Confirmation or these Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their economic objective and are in correspondence with the applicable law.

23. The Order Confirmation, these Conditions and any non-contractual rights and obligations arising out of or in connection with them shall be governed by, interpreted and construed in accordance with the laws of Belgium notwithstanding the choice of law rules of any jurisdiction and determined without reference to the principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any disputes will be settled by the competent courts of Kortrijk. However, the Seller can always opt to have the dispute settled by the courts of the place of residence or the registered office of the Buyer.