

# QUALITY ALONG THE SUPPLY CHAIN

**GENERAL TERMS AND CONDITIONS**

**FOR CONTAINMENT SERVICES**

**V2021**

## I Definitions

**“Affiliates”** means with respect to a Party any business entity that controls, is controlled by, or is under common control with a Party. For the purposes of this definition, a business entity shall be deemed to control another business entity if it owns, directly or indirectly, in excess of 50% of the voting interest in such business entity or the power to direct the management of such business entity.

**“Confidential Information”** means information that falls within the types of information which has been designated as confidential by either Party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all Personal Data within the meaning of the GDPR and the commercially sensitive information.

**“Contractual Documentation”** means one or more of the following documents: Mission Order, Quotation, Work Instruction, Work Range and/or these General Terms and Conditions (GTC).

**“Customer”** means any company who purchases Services from TRIGO and/or the company TRIGO renders its Services for, and/or its Affiliates.

**“Customer Personnel”** means any person who is directly or indirectly employed or engaged by the Customer and/or its Affiliates.

**“Days”** means the calendar days, i.e. all days in a month, including weekends and holidays.

**“Defect”** means the malfunction and/or deficiency of the parts subject to the Services, which is present prior to the Services and identified in the Work instruction or Work Range.

**“Final Customer” or “End Customer”** means the customer of the Customer which is either a manufacturer itself (e.g. a car or an aeronautic manufacturer) or a supplier of a manufacturer.

**“Force Majeure Event”** means any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be voided, which prevents the performance by such affected Party of its contractual obligations hereunder, including but not limited to strikes, lockouts, serious safety failures, weather conditions (e.g. floods), (inter)national health issues (e.g. pandemic), or other industrial disturbances.

**“GDPR”** means all applicable rules and legislation in relation data protection and the processing of personal data (including the General Data Protection Regulation 2016/679 (“GDPR”).

**“General Terms and Conditions or “GTC”** means the terms and conditions of supply set out in this document.

**“Host”** means the company operating a plant (the Customer or a third party) where the Services are often performed by TRIGO.

**“Mission”** means the specific on-site intervention for which TRIGO is engaged by the Customer and concludes the Services to be performed.

**“Mission Order”** means the indispensable contractual document agreed between TRIGO and the Customer which contains the rules that apply to the Services to be performed by TRIGO and enables the start of the Services.

**“Party or Parties”** means individually or collectively TRIGO and/or the Customer.

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier

or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Quotation**” means the document defining the price of the Services, to be accepted by the Customer.

“**Services**” means the sorting, inspection, rework, containment and other related engineering services to the Customer.

“**Sorting Services**” means the selection of defective parts versus non defective parts by TRIGO, which defects are identified and defined by the Customer in the Contractual Documentation.

“**Technical & Commercial Offer**” means the document prepared by TRIGO and sent to the Customer to address its needs.

“**TRIGO**” means the specific legal entity which performs the requested Services

“**Unit Marking**” means visually identifying the parts which have been subject to the Services.

“**Working Instruction**” means the document prepared by TRIGO describing the tasks to be executed by its personnel, and is TRIGO’s sole and exclusive property.

“**Work Range**” means the document describing the technical needs of the Customer that shall be signed by the Customer. In case of any modification made by TRIGO, it shall be validated by the Customer before the start of the Services.

## **2 General Provision & Precedence**

The Services shall be supplied in accordance with and subject to (i) these General Terms and Conditions, available via <https://www.trigo-group.com/en/general-terms-and-conditions>, unless otherwise agreed in a frame contract between Parties, and (ii) the applicable Mission Order, which contains the rules that apply to both Parties in relation to the services to be performed by TRIGO.

The signature of the Mission Order, as well as any Technical and Commercial Proposal, implies full and complete adherence of the Customer to these General Terms and Conditions and the Mission Order.

If there is any conflict between these General Terms and Conditions and the Mission Order, the provisions of the Mission Order shall prevail. Any general terms and conditions of the Customer, regardless of which document they are listed on, are null and void unless otherwise agreed in a frame contract between Parties.

In the event of any ambiguity, inconsistency or in contradiction between following documents, and unless otherwise agreed in a frame contract between Parties, the order of precedence between them shall be as follows:

- The Work Range-and/or Working Instruction
- The Mission Order and/or the Quotation;
- The Technical & Commercial Offer;
- The General Terms and Conditions;
- The order issued by the Customer.

Any general terms and conditions of the Customer, regardless of which document they are listed on, are null and void. The Customer acknowledges that TRIGO’s use of a purchase order number does not imply acceptance of any terms and conditions on said purchase order which are deemed to be null and void.

### **3 Start of the Mission**

TRIGO shall start the Mission at the Customer's express request materialized by the reception by TRIGO, of either i) a signed Mission Order, or ii) a signed Technical and Commercial Proposal or iii) a signed Quotation.

The Customer acknowledges that once TRIGO has started a Mission, TRIGO shall continue the performance of the services at the Customer's expense until the Customer presents the Final Customer's written approval to stop the services, unless the Services have been fully performed or unless it is stated and agreed otherwise by both parties. The Parties expressly acknowledge that the root cause of the services is not relevant for the obligations of the Parties. Therefore, if Customer holds a third party liable for said root cause, either as described hereabove or another cause, this does not affect the Customer's obligation to compensate TRIGO for the Services performed.

Once a Mission Order and/or a Technical and Commercial Proposal and/or a Quotation is signed, the Customer can expand and / or extend the ongoing Mission, or request another Mission, by simple e-mail, in which case the expansion / estimation will be performed under the conditions as mentioned in the initial Mission Order and/or Technical and Commercial Proposal and/or Quotation.

### **4 Obligations of the Parties**

#### **4.1 TRIGO's obligations**

TRIGO shall use all reasonable efforts to perform the Services with skill and care.

TRIGO will at all times maintain the responsibility and the hierarchical and disciplinary authority over its personnel.

Parties expressly acknowledge that the Final Customer requirements are essential for the Mission. The Customer commits to provide the Final Customer an exhaustive description of the Work Instruction as given to TRIGO for validation. TRIGO's obligations shall remain strictly limited to the performance of the Services based on Work Instructions validated by the Final Customer.

TRIGO reserves the right to adjust the Work Instruction based on changes by the Final Customer, industry practices and / or automotive standards. Any change to the Work Instruction made by the Final Customer cannot justify cancellation of the Mission and/or discount.

In any case, Work Instructions regarding sorting speed and/or quantity estimates provided prior to the performance of the Services, whether provided by the Customer, the End Customer or TRIGO itself, are considered to be strictly indicative and thus are given without any guarantees and/or liabilities whatsoever. Customer acknowledges that TRIGO's obligation under this Mission Order constitutes an agreement of means, and not results.

#### **4.2 Customer's obligations**

The Customer shall ensure that sufficient information, instructions and documents are given in due time (in any event not later than 24 hours prior to the contractual agreed intervention) in order to enable the required Services to be performed.

The Customer shall procure TRIGO all necessary accesses to the premises where the Services shall be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services.

The Customer shall ensure that the parts which have to be subject to the Services to be supplied by TRIGO, are available in due time, in order to ensure services continuity. If required, the Customer

shall supply any special means, including specific equipment and contact persons necessary for the performance of the Services. In general, the Customer shall ensure all necessary safety and security measures for working conditions, sites and installations during the performance of Services are taken and will not rely, in this respect, on TRIGO's advice whether required or not.

The Customer shall inform TRIGO in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; to this extent, the Customer shall be liable for all and any damage arising of the dangerous nature of the sample material.

The Customer shall ensure that all changes in the Work Instruction or Work Range are requested through a pre-agreed communication channel with appointed person according to an agreed contact matrix.

The Customer shall fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

The Customer shall provide or cause to be provided to TRIGO the right to re-inspect any suspect product which may have been missed by a prior inspection performed by TRIGO.

The Customer shall ensure to obtain required authorization and procurement of all necessary access for TRIGO's auditors and external auditors (especially for the purpose of certification) to the premises where the Services are performed in order to conduct audits ; subject to a prior notice from TRIGO in writing not later than five (5) Days prior to the audit.

The Customer shall inform and alert the Host that TRIGO will intervene on the Site if the Customer is not itself the Host.

The Customer shall fully cooperate with TRIGO in reviewing and handling any complaints, in particular (but not limited to) providing photo documentation, details of claimed parts, all elements of traceability (such as labels, special markings, etc.), background papers, communication records and other data available to the Customer or the Final Customer, which relate or could relate to the complaint or to the Service under complaint, in accordance with all requirements of the respective insurance company of TRIGO. When making a photo evidence of defects, the Customer shall ensure that the claimed Component is stored in a pallet or other packaging that clearly shows the relevant identification label. In the event the required documentation is not documented by the Customer in a timely matter, or in general in case of any breach of this obligation, this shall result in a waiver of the claim and TRIGO will be entitled to reject it in full.

#### **4.3 Performance exception**

Both Parties recognize that despite high quality inspection provided by TRIGO, one or more Defects may not be identified and treated, in particular when a visual inspection is requested, due to human factor. The liability of TRIGO cannot be incurred in case of Defects not detected as long as TRIGO meets its obligations unless a special agreed defect level is covered in the Contractual Documentation.

TRIGO shall not be responsible nor liable for a failure to achieve a level of quality target defined in the Contractual Documentation to the extent that such failure is attributable to a willful misconduct by the Customer or the Host, provided that TRIGO shall promptly notify the Customer in writing if TRIGO is being prevented from achieving any of its level of quality commitments as a result of the Customer's willful misconduct.

TRIGO commitments and service level and standards are based in particular on, among other things, a certain number and nature of Defects to be inspected/sorted/controlled, a number of parts to be sorted/inspected/controlled and/or a number of rework to be done, all of which are identified in the Contractual Documentation. Therefore, should the quantity/nature of Defects and/or number of parts increase dramatically, the level of performance to be achieved by TRIGO which are identified in the

Contractual Documentation shall be amended or revised in order to improve the Services, and as applicable the associated prices and an addendum to the Contractual Documentation may be executed by the Parties.

#### **4.4 Co-Operation**

Each Party undertakes that it shall promptly and duly execute its obligations with good faith and to cooperate and deliver to the other Party every document needed in order to carry out the Service effectively.

#### **5 End of Services**

TRIGO shall send reports regarding the status of the sorting work. The reports will state items such as duration, quantity, number/type of defaults. At the end of the Services, TRIGO may send a Report summarizing the Mission.

In the event of any claim and/or complaint regarding and during a Mission, the Customer shall give a written notice via registered mail with acknowledgement of receipt to TRIGO no later than five (5) Business Days following the Report to which the claim and/or complaint pertains (or following the date of the discovery of the default if no Report is deemed necessary), failing which Customer will be considered to agree with the work and renounces of any claims with regards thereto. Customer is not entitled to invoke a claim and/or complaint to withhold payment of the services.

#### **6 Price & Payment**

##### **a. Price**

The prices of the Services are detailed either in a Mission Order / a Quotation / a Technical and Commercial Proposal and/or an order duly signed by the Customer. Invoices are payable within 30 Days, from the date of invoice.

TRIGO is entitled to full compensation for any waiting time (e.g. in the event the parts to be sorted are not timely present at the location of performance of the Services) and / or excess quantity sorted (e.g. parts to be sorted exceed the anticipated number). The prices of the Services are exclusive of value added tax (and any other tax on the supply of goods or services), which shall be paid in addition by Customer at the rate and in the manner required by applicable law.

##### **b. Payment**

The payment of the invoice shall be done exclusively by electronic transfer (check, bill of exchange and promissory notes are not accepted, unless express prior written agreement of TRIGO). TRIGO's bank references are detailed on the invoices.

Claims regarding wordings or amounts shall be made by registered mail with an acknowledgement of receipt no later than fifteen (15) Days after issue of the invoice from TRIGO.

If the Customer requires a purchase order number on its invoice, the Customer will provide this no later than five (5) Business Days after reception of the first report. If the Customer does not provide a purchase order number, TRIGO is entitled to invoice Customer without a purchase order number. If the Customer fails to timely procure the purchase order number, TRIGO shall be entitled to charge the Customer a fixed penalty of 3% of the invoices for each week of delay.

##### **c. Late Payment**

If timely payment is not made as aforesaid, TRIGO shall be entitled to charge the Customer:

- *interest on the overdue amount at the conventional rate of 10% per year from the date payment becomes due (being the payment date indicated on related invoice) until payment in full, whether before or after any judgment, or at the legal rate in accordance with the Law on Combating Late Payments in Business Transactions of August 2nd 2002, or the Directive No 2011/7/EU of the European Parliament and of the Council of February 16th of 2011 (whichever is higher), and;*
- *a fixed detrimental amount for liquidated damages including collection costs of ten percent (10%) in accordance with the Law on Combating Late Payments in Business Transactions of August 2nd 2002, or the Directive No 2011/7/EU of the European Parliament and of the Council of February 16th of 2011 (whichever is higher), and;*
- *a fixed compensation for legal fees equivalent to the maximum amount of the applicable litigation indemnity as mentioned in the Royal Decree of November 9th of 2007 which represents all reasonable costs and expenses incurred by TRIGO in collection of any sums owed.*

In the event of any dispute arising out of or in connection with payment of the invoices issued by Trigo, if the Customer has its registered office in the same country as the Entity of TRIGO which issued the invoices, the law of said country will apply. In such case, the dispute will be exclusively brought before the Commercial Court of the registered office of the Trigo Entity which issued the invoices.

In the event of any dispute out of or in connection with payment of the invoices issued by TRIGO, and the Customer has its registered office outside of the Country in which the Entity of TRIGO which issued the invoices has its registered office, in view of the international context of the dispute, a neutral venue and applicable law will be applied, as follows:

- *In accordance with Article 3.1 Regulation No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations, the Belgian Law will apply, and;*
- *In accordance with article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012, the dispute will be exclusively brought before the Commercial Court of Brussels, Belgium, to the exclusion of all other venues.*

## **7 Liability**

To the extent permitted by applicable law, the liability of TRIGO and its affiliates shall be limited to direct duly substantiated costs resulting from breaches of its obligations which are already covered by its insurance.

Unless otherwise substantiated by the Customer, TRIGO shall not be held liable in the absence of Unit Marking on the parts which are subject to the services.

TRIGO shall not be liable towards the Customer for (i) Force Majeure Events, (ii) indirect consequential, exemplary, incidental or punitive damages, such as financial losses, loss of profits or revenue, loss of goodwill, failure to realize anticipated savings, and (iii) claims by third parties.

In no circumstances shall the annual aggregate liability of TRIGO exceed an aggregate maximum amount of ten percent (10%) of the yearly turnover made with the specific Customer legal entity requesting Services from TRIGO, whatever the number of missions, except for death or personal injury.

## **8 Insurance**

TRIGO undertakes to take out an insurance for civil liability covering the damages caused to the Customer, particularly due to the presence of TRIGO's personnel on the premises of the Customer / Host and for carrying out the Services within the limit of coverages mentioned in its insurance certificate.

The Customer waives, for his account and that of his insurers, any rights against TRIGO insurers, subcontractors and suppliers, for indemnification arising out of damages caused by TRIGO, his subcontractors and suppliers, above the limits and exclusions mentioned in the present GTC's.

## **9 Disclosure & Confidentiality**

### **9.1 Non-Disclosure**

The Parties agree to keep strictly confidential, not to publish, not to disclose to third parties, and not to use for personal purposes and/or for purposes other than those of the Services, any Confidential Information. The Parties agree to protect and treat the Confidential Information with the utmost diligence and, in particular, to implement all appropriate precautions to ensure the protection of the confidentiality of said Confidential Information. The Parties declare to have taken in this regard or commit to take all necessary measures with all persons who may have access to the Confidential Information in order to enable them to meet its commitments.

### **9.2 Exceptions**

The obligation to maintain the confidentiality of Confidential Information shall not apply to any Confidential Information:

- which is in the public domain when it is brought to the attention of the recipient;
- which becomes part of the public domain thereafter, provided that the recipient has not caused it to become part of the public domain due to failure to comply with its confidentiality undertaking under this GTC;
- the disclosure of which has been expressly authorized by provider;
- which is already known to the recipient prior to its transmission, provided that the Parties proves this by written documents;
- which is communicated to the recipient by a third party holding it lawfully and without obligation of confidentiality; and
- which pursuant to a legal obligation, an administrative or judicial order, the recipient must communicate to a third party.

### **9.3 Term of the Confidential Obligation**

The obligation of confidentiality shall start as from the signature of the Contractual Documentation and continue after the end of the Services for any reason whatsoever for a period of five (5) years.

### **9.4 Action in case of disclosure**

In the event that the recipient suspects or has knowledge of the disclosure of Confidential Information, it should take all necessary steps to limit the consequences of such disclosure and immediately inform the Parties of the breach of confidentiality and of the measures taken so that the Parties has the opportunity of taking the necessary steps to protect its own interests.

## **10 Data**

### **10.1 Data Sharing**

Exclusively for the purpose of performance of the Services, TRIGO may give access to data/information which are owned by the Customer to the Final Customer and/or the Host or also upon instruction, from the Customer to a third party, or where it implicitly follows from circumstances, trade custom, usage or practices. THE CUSTOMER HEREBY IRREVOCABLY AUTHORISES TRIGO TO DELIVER SAID DATA/INFORMATION SHARING, IN PARTICULAR VIA ITS PORTAL. The Parties agree and



acknowledge that TRIGO is expressly entitled to collect, analyze and archive data managed for the purpose of the Services (e.g. number of Defects identified, sorted etc. communicated via the reports to be sent to the Customer). Said data may be subject to statistics and analyses.

## **10.2 Personal Data**

For the performance of the contract, TRIGO may collect and use from Customer's employees, directors, managers, agents, subcontractor, information considered as "Personal Data" as defined and in accordance with the GDPR and any related applicable laws and regulation.

TRIGO may use said Personal Data to inform Customer about performance of the Services, as also to send reports and satisfaction survey to the Customer.

TRIGO may also use said Personal Data for marketing purpose, and thus sending quarterly customer newsletters, ad-hoc newsletter campaigns, to promote services and events informing the Customer about new TRIGO products and/or services available provided however that the Customer opts, or has previously opted to receive it, *inter alia* via TRIGO Customer Portal or Website).

TRIGO shall not share the Customer Personnel's Personal Data to any third parties without the Customer's express prior authorisation.

Should any concerned person wish to i) receive a copy of Personal Data concerning him or her held by TRIGO, in a structured, commonly used and machine-readable format ii) access to his or her Personal Data, iii) make any change on Personal Data if justified, iv) ask for prompt deletion, and v) refuse any treatment on Personal Data, a request under these rights can be made in writing to TRIGO at [privacy@trigo-group.com](mailto:privacy@trigo-group.com).

Personal Data collected may be retained for the same duration as the contract and then would be archived or deleted.

## **11 Intellectual property**

### **11.1 Prior rights**

Each Party shall retain full ownership of its own knowledge, i.e. all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data, or other), software, intellectual property rights and titles, owned or controlled by it before signing the Contractual Documentation or obtained, created or developed by it independently from the execution of an order, or other Contractual Documentations (hereinafter "Own Knowledge").

Communication and/or provision of the Own Knowledge shall in no way be construed as conferring any right other than that expressly stated in the Contractual Documentation or as a disclosure within the meaning of patent law. The information and knowledge (including patents and know-how) owned by one party prior to the issuance of the order and/or any Contractual Documentation or developed irrespective of the order, as well as the related intellectual and industrial property rights, remain the property of that Party.

However, should a Party need to use a part or all of the Own Knowledge of the other Party to perform its part of obligations for the purpose of the Services, the other Party agrees to transmit and concede a non-exclusive, license to use and exploit, exclusively for this purpose, and taking into account the confidentiality and right of third parties; to the other Party needing to use said Own Knowledge, for the duration of performance of the Services. Said right to use and exploit such Own Knowledge shall be free of charge, not transferable (except to the Affiliates and to the Customer) and only for the performance of relevant Services.

## **11.2 Ownership and exploitation of the results of Services**

All working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or prepared by TRIGO in relation to the Services performed shall remain the property of TRIGO until the full payment of the Services. Any report or other material provided to the Customer as a result of an engagement is provided for internal use of the Customer only and cannot be provided or referred to outside the Customer's own organization without the consent of TRIGO until the full payment of the Services.

From the full payment of the Services, the Customer shall fully own all the results of the work performed by TRIGO in the exclusive context of the Services, including the resulting documents. (Hereinafter the "Results"). Where this is not possible, TRIGO shall assign the Customer all rights, titles or interests in and to any of the Results including economic rights like the right of exploitation, for the duration of protection of said right, such granting being worldwide and sub-licensable.

TRIGO shall always be allowed to re-use the knowledge and know-how acquired in the performance of the Services, as well as any report, documentation, plans, drawings, software and other information, especially technical information, irrespective of the medium, in connection with the provision of the Services (and any supplies) developed by TRIGO. The granting of said non-exclusive user rights, right to modify, by the Customer to TRIGO (and/or any Affiliates of TRIGO) shall be free of charges, worldwide, for the duration of protection of such right, sub-licensable and transferable.

## **12 Poaching**

The Parties undertakes to refrain from poaching and from supporting poaching activities on behalf of his own company or of third parties in respect of staff of the Parties involved in the Services. For the avoidance of doubt, the Parties shall therefore not hire directly, or through an intermediary, any employee, associate, contractor, or freelancer of the other Party, even if initially approached by the said person. This obligation to refrain applies to the entire duration of the Service and for a further twelve (12) months after the termination thereof. The Parties undertake to compensate any breach to this obligation for the resulting loss including, but not limited to, loss of know-how, commitments already made on the person's behalf, selection, and recruitment and training costs. The compensation shall be at least twenty-five thousand pounds sterling (£25,000.00) per person, plus the possible costs linked to the replacement of the leaving employee, associate, contractor or freelancer.

## **13 Termination**

### **13.1 Suspension**

Should the prices of a Service not be paid by the Customer pursuant to the payment terms defined herein and in the applicable invoice, TRIGO shall be entitled to suspend the performance of the Services without prior notice.

### **13.2 Termination by each parties**

Subject to any rule of public order, either Party may terminate the Services immediately, without any compensation (i) when a Party enters into compulsory insolvency or voluntary liquidation; (ii) a Party is affected by a similar event under the laws of any other jurisdiction; or (iii) a Force Majeure Event lasts for more than 30 Days.

### **13.3 Early Termination by TRIGO**

TRIGO may terminate the Services immediately, without any compensation when the Customer does not pay or it appears to be clear that the Customer will not pay. Also, TRIGO is entitled after notice by registered letter with acknowledgment of receipt, not cured within twenty-five (25) days from receipt, to notify the termination with immediate effect to the Customer, in case of failure of the Customer to comply with one of its contractual obligations.

### **13.4 Termination by the Customer**

The Customer may, by registered letter with acknowledgment of receipt, terminate its engagement of TRIGO and any one or more of the Services if TRIGO fails in a material respect to provide the Services in accordance with its obligations under these GTC and such failure is not rectified or cured within forty-five (45) days of receiving a written notice of default from the Customer (such notice of default specifying in reasonable detail the failures by TRIGO), following expiry of such twenty-five (25) day period given to TRIGO to rectify or cure such failures. If any one or more Services is terminated for any reason, TRIGO will be compensated for the Services completed up to the effective date of the termination as set out in the termination notice.

## **14 Miscellaneous**

### **14.1 Code of Conduct**

The Parties agree to comply with all terms and obligations stated in TRIGO's Code of Conduct attached hereto. The Customer shall and shall cause all of its affiliated companies, officers, employees, representatives, subcontractors, and agents (the Customer's Representatives) to comply with said Code of Conduct.

### **14.2 Compliance with laws and regulations**

The Parties shall ensure their compliance and the compliance of each Service with all applicable law and regulation, including those dealing with health, safety, labor and environment. In particular, the Customer shall comply and shall cause all of its affiliated companies, officers, employees, representatives, subcontractors, and agents (the Customer's Representatives) to comply with applicable law in the area of preventing corruption. The Customer and the Customer's Representatives shall not, in particular, directly or indirectly promise, offer, or grant any public official or any other person any undue advantage so that such person shall, in violation of their duties, do or abstain from doing something.

The Customer warrants that it keeps accurate accounts in accordance with its country's generally accepted accounting principles and in which all financial flows generated by this agreement are recorded.

The Customer authorizes TRIGO to conduct audits at any time to make sure the Customer is complying with its obligations under this article. In this regard, the Customer shall provide TRIGO or any external service provider indicated by it with all the documents and data required to prepare and conduct the audit and to give them access to any site of the Customer or its affiliated companies.

If TRIGO has reason to believe that the Customer is not complying with the obligations contained in these clauses, TRIGO may suspend performance of the agreement until the Customer provides reasonable proof that it has not committed or is not on the verge of committing a breach. TRIGO shall not under any circumstances be liable for any damage or loss caused to the Customer by the suspension of the agreement.

If the Customer or the Customer's Representatives do not comply with the provisions of this article, TRIGO shall be entitled to terminate the agreement, ipso jure with immediate effect, by registered letter with acknowledgement of receipt, without paying any compensation and without prejudice to any damages or remedies which TRIGO may be able to claim as provided for by law.

### **14.3 Subcontracting**

TRIGO is expressly authorized from time to time and at any time to subcontract in part, the rights and obligations derived from the Services to an affiliated company within TRIGO group or one of its partners for the provision of the Services, or any part thereof, provided that any subcontractor engaged by TRIGO possesses the necessary skill, qualification and expertise to provide the Services so delegated in accordance with the requirements imposed upon TRIGO by these GTC and provided that the subcontractor agrees to provide the Services so delegated upon and subject to the terms of these GTC in the place and instead of TRIGO.

### **14.4 Severability**

If one or more provisions of these GTC are declared invalid or void by the application of a law, regulation or after a final administrative or judicial decision of a competent jurisdiction, the remaining provisions of the GTC shall keep their force and scope. The provisions declared invalid or obsolete shall be replaced by legally equivalent provisions. The Parties agree to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable.

### **14.5 Survival**

Expiration or termination of these GTC, or any Mission order shall not prejudice the terms and conditions of such GTC or Mission Order, which by their nature must be deemed to survive such to expiration or termination, including but not limited to Article 9, Article 11, Article 13, Article 14 and Article 15.

### **14.6 Amendment**

These GTC shall not be amended except by a specific agreement in writing signed by duly authorized representatives of the Parties or otherwise as expressly provided herein.

## **15 Law-Jurisdiction**

Notwithstanding the application of article 6, c, "Late Payment", any dispute arising out of or in connection with these General Terms and Conditions will be exclusively brought before the Commercial Court of the registered office of the Trigo Entity which performed the services. The Law of the country in which the Entity of Trigo which performed the services is registered will apply.