

VENDOR MANAGED INVENTORY (VMI) GENERAL TERMS AND CONDITIONS

V2023 – SCSI, LLC VERSION

I. Definitions

In these VMI General Terms and Conditions, the terms in bold type have the following meanings ascribed to them:

"Affiliate" means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with such person or entity, provided that TRIGO shall not be considered an Affiliate of the Depositor. **TRIGO Affiliates** are subsidiaries belonging to TRIGO Group. For purposes of this definition, **"control,"** when used with respect to any person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms **"controlling"** and **"controlled"** have correlative meanings.

"Applicable Law" or **"Applicable Laws"** means any domestic or foreign, federal, state or local statute, law (including common law), regulation, regulatory guideline or policy, rule or other statement or pronouncement having the force of law, or any consent, exemption, approval or license of any governmental authority having jurisdiction, whether or not having the force of law.

"Confidential Information" all information regardless of the object (technical, industrial, financial, commercial, or other), nature (know-how, methods, processes, technical details and installation, or other), format or medium (written or printed, CD Rom, USB memory stick, samples, drawings, or other), mode of transmission (written, oral, including computer networks and/or electronic mail) and origin which will be communicated between the Parties during or in connection with the execution of the Service, which includes, among other things, information relating to products, clients, business accounts, financial and contractual agreements or other transactional or business agreements, reports, recommendations, notices or tests, program source codes or object codes, and development plans.

"Contract" means and includes any written agreement entered into by the Parties, provided it is signed by authorized representatives of both Parties and pertains to the Services; any Proposal and/or revision thereto; and all documents and attachments referenced in any of the foregoing, together with these GTC. Upon Depositor's acceptance, as described in Section II, these documents collectively become the Parties' Contract. The Contract specifically excludes any purchase orders issued by Depositor pertaining to the Services as well as any terms and conditions of Depositor, which are hereby rejected.

"Depositor" means the person and/or entity for whom TRIGO is performing the Services.

"Final Customer" means the customer of the Depositor, which is either an Original Equipment Manufacturer (OEM), other manufacturer (i.e., a car or an aeronautic manufacturer) or a supplier to a manufacturer.

"Force Majeure Event" means an event or occurrence which is beyond the affected Party's reasonable control and occurs without its fault or negligence, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents or delays the performance by such affected Party of its obligations hereunder, including by way of example and not limitation an act of God or of the public enemy; civil war; insurrection or riot; act of war; act of government; act of terrorism; fire; flood; storm; explosion; earthquake; unusually severe weather; pandemic; epidemic or quarantine restriction; strike or organized labor trouble (causing cessation, slowdown or interruption of work); or failure in electrical power, heat, light, air conditioning or telecommunication equipment.

"GDPR" means the General Data Protection Regulation which is in force since 2018 May 25.

"Goods" means the parts, products or equipment that are tendered to TRIGO or that are otherwise the subject of the Services.

"GTC" means the VMI General Terms and Conditions set out in this document.

"Party" or **"Parties"** means individually and collectively TRIGO and/or the Depositor.

"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.

"Proposal" means the Contract document outlining the pricing for the Services to be performed by TRIGO for the benefit of the Depositor, and any amendments or revisions thereto.



“**TRIGO**” means TRIGO Quality Solutions Canada, TRIGO Quality Solutions U.S., SCSi LLC, or any TRIGO Affiliates. For the avoidance of doubt, any change to the corporate and/or legal names of said entities will not affect the validity or enforceability of any term or condition contained herein.

“**TRIGO Indemnified Parties**” has the meaning ascribed to it in Section VI.

“**Services**” means those storage, warehousing, shipping and logistics services provided to the Depositor that are the subject of the Contract, and that are described in a Proposal or other Contract document.

II. Contract Acceptance and Application

A. Acceptance

1. A Depositor accepts a Contract, including these GTC, by doing any of the following: (1) signing a written agreement between the Parties pertaining to the Services, if any; (2) signing the Proposal, if any; (3) otherwise accepting or acknowledging the written agreement or Proposal in writing, including by email communication; (4) tendering Goods to TRIGO for Services; or (5) any other conduct that recognizes the existence of a Contract for the Services.
2. In the event that Depositor tenders Goods for storage or other Services that do not conform to the description provided by Depositor, or without prior written acceptance by Depositor as provided in Paragraph 1.1(1), 1.1(2) or 1.1(3) of this Section II, the warehouseman may refuse to accept such Goods. If the warehouseman accepts such Goods despite non-conformities or Depositor's failure to accept the Contract and/or these GTC, Depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of these GTC.

B. Application

These GTC shall apply to all Services performed by TRIGO and shall control over any terms purportedly imposed by the Depositor, Final Customer, or any of their documents, all of which are specifically and expressly rejected by TRIGO. Any variation to these GTC shall be inapplicable unless agreed in a signed writing by both Parties.

In the event of any ambiguity, inconsistency or contradiction between the Contract documents, the order of precedence between them shall be as follows:

- (a) Any written agreement pertaining to the Services and signed by authorized representatives of both Parties;
- (b) The Proposal, or the most recent amendment or revision thereto;
- (c) The GTC.

III. Performance

A. Shipping

Depositor agrees not to ship Goods to TRIGO as the named consignee. If, in violation of this provision, Goods are shipped to TRIGO as named consignee, Depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to TRIGO, that TRIGO named as consignee is a warehouseman and has no beneficial title or interest in such Goods. Depositor further agrees to indemnify and hold harmless TRIGO from any and all claims for unpaid transportation charges, including but not limited to, undercharges, demurrage, detention or charges of any nature, in connection with Goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by this Section, TRIGO shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such Goods.

B. Tender For Storage

All Goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other Services desired.

C. Transfer Of Goods

1. TRIGO will store the Goods at, and may without notice move the Goods within and between, any one or more of the warehouse buildings located at a single address or neighboring addresses.
2. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer. If this transfer involves re-handling the Goods, such will be subject to a charge.

- TRIGO reserves the right to move, at its expense, fourteen (14) calendar days after notice is sent by certified or registered mail to the Depositor of record or to the last known holder of the negotiable warehouse receipt, any Goods in storage from the warehouse in which they may be stored to any other of its other warehouse locations at a non-neighboring address. The address of the new warehouse location will be provided in TRIGO's notice. If TRIGO opts to exercise this right, Depositor may object to such transfer if its notice of objection is received by TRIGO within this fourteen (14) day period. If notice of objection is timely received, Depositor or holder must remove the Goods within the time period specified by TRIGO in its sole discretion but, in no event, later than thirty (30) calendar days after the date provided on the notice of objection.

If no timely objection is received, or Depositor or holder fails to remove the Goods within the time provided herein, TRIGO may dispose of the Goods as provided in Section VI.B.

D. Delivery Requirements

- No Goods shall be delivered or transferred except upon timely receipt by TRIGO of complete written instructions, as determined by TRIGO in its sole discretion. Written instructions shall include, but are not limited to, email, FAX, EDI, TWX or similar communication, provided TRIGO has no liability when relying on the information contained in the communication as received.
- When Goods are ordered out, a reasonable time shall be given to TRIGO to carry out Depositor's instructions. TRIGO's obligations in this regard are subject to the remaining provisions of these GTC, including Section III.I. below regarding Force Majeure Events. TRIGO shall not be liable for failure to carry out such instructions during a Force Majeure Event, and notwithstanding anything to the contrary herein, Goods remaining in storage for the duration of the Force Majeure Event will continue to be subject to regular storage charges.

E. Transit Of Goods

Depositor understands and agrees that Depositor (and not TRIGO) bears all risk of loss of Goods while those Goods are in transit to and from TRIGO and in the possession of TRIGO. TRIGO will exercise its due diligence to prevent loss or damage in the possession or handling of Goods. Depositor must maintain appropriate insurance coverage to protect against such loss.

F. Right To Store Goods

Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with TRIGO. Depositor agrees to indemnify and hold harmless TRIGO from all damages, liabilities, penalties, settlements, claims, losses, costs and expenses (including reasonable attorneys' fees) which TRIGO pays or incurs as a result of any dispute or litigation, whether instituted by TRIGO or others, respecting Depositor's right, title or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to TRIGO's lien.

G. Accurate Information

Depositor will provide TRIGO with information concerning the stored Goods which is accurate, complete and sufficient to allow TRIGO to comply with all laws and regulations concerning the storage, handling and transporting of the stored Goods. Depositor will indemnify and hold TRIGO harmless from all damages, liabilities, penalties, settlements, claims, losses, costs, and expenses (including reasonable attorneys' fees) which TRIGO pays or incurs as a result of Depositor failing to fully discharge this obligation.

H. Change In Services

The Depositor may request changes to the Services covered by the Contract, which TRIGO may reject in its sole discretion without any liability on its part for such rejection. In the event such changes would, if implemented, impact the performance, cost, timing or manner of providing the Services, the Parties hereby agree to negotiate an amendment to the Contract in good faith and memorialize it in writing, which writing shall be required before TRIGO is required to implement any such changes. Such changes, as mutually agreed to by the Parties, shall take effect on the next invoicing cycle from the date any amendment is fully agreed to by the Parties.

I. Excusable Non-Performance

If a Force Majeure Event renders either Party wholly or partially unable to perform its obligations under the Contract (other than payment obligations), the affected Party shall be excused from its performance but only to the extent that such performance is impaired by the Force Majeure Event and provided only that the affected Party (i) promptly gives notice to the unaffected Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The excusal of performance shall be of no greater scope than the nature of the Force Majeure Event requires and for only so long as the Force Majeure Event continues. No obligations of either Party which arose before the occurrence of the Force Majeure Event and which could and should have been fully performed before the Force Majeure Event shall be excused under this Section as a result of it. The burden of proof shall be on the Party asserting excusal from performance due to a Force Majeure Event.

IV. Price And Payment

A. Price

1. Fixed Price

The price for Services will be set forth annually in the Proposal. Except as described in Section III.H. with respect to Changes in Services and Section IV.B. regarding past due accounts, the price is a fixed price annually and is not subject to change for any reason during that annual period, unless the Parties agree otherwise in a writing signed by authorized representatives of each. Upon each annual renewal of the Contract Term as described in Section V.A., TRIGO will issue Depositor a Proposal with updated fixed pricing applicable for the following year.

2. Storage Period And Charges

- (a) All charges for storage are per piece part or other agreed unit per month.
- (b) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) Storage period is identified in the body of the Proposal.

3. Minimum Charges

- (a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made.
- (b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one Depositor has several accounts, each requiring separate records and billing.

4. Bonded Storage

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Where a warehouse receipt covers Goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

B. Payment Term & Policy

Services will be invoiced on the 1st day of each month for the previous month's Services. Payment is due thirty (30) calendar days after receipt of any invoice. If the Depositor fails to timely pay the invoice in whole or in part, interest shall be payable on the past due amount at the rate of 1.5%.

C. No Setoff

Depositor understands and agrees that it is not entitled to make any setoff or recoupment against payment due and owing to TRIGO, as reflected in TRIGO's invoices, or withhold payment to TRIGO because of a claimed setoff. Any attempt to setoff, or failure to pay TRIGO the entire amount reflected in an invoice will be considered a Depositor non-payment for which TRIGO may charge and collect interest, suspend performance, or terminate the Contract, as described herein, in addition to any other rights and remedies TRIGO may have under the Contract, in equity and at law.

D. Invoice Delivery

Invoices will be issued to the email address TRIGO has on file for Depositor's accounts payable or similar department. It is Depositor's responsibility to notify TRIGO of any changes to its email address.

E. Payment

All payments must reference/note Invoice Number. Failure to include invoice number could result in unapplied payment and potential past due account. All payments must be made with the applicable currency of the country in which the Services were performed. The fee incurred for sending wires, if any, is the responsibility of the Depositor and/or sender of the payment. The requisite wire transfer fee, if any, must be added to Depositor's total payment, or it will result in a short payment and thus a past due invoice for which interest may be charged as stated above.

V. Termination

A. Term

The Contract term begins when the Depositor accepts the Contract in any manner described in Section II, and ends when the Services described in the Proposal or other Contract documents have been completed, or else when the Contract is terminated as described in this Section V. If the Services are not complete within one year of the date on the Proposal, and the Contract has not

otherwise terminated under this Section V, then the term of the Contract will automatically renew year after year until the Services are completed or until the Contract is otherwise terminated under this Section.

B. Termination For Convenience

This Contract may be terminated by either Party, without cause, by giving at least ninety (90) calendar days prior written notice to the other Party specifying the effective date and reason of such termination.

C. Depositor Termination For Breach

The Depositor may terminate the Contract if TRIGO fails to perform the Services in accordance with the Contract, provided that Depositor gives notice of such alleged breach or failure in writing to TRIGO ("**Notice of Need to Cure**"), and TRIGO fails to rectify the breach or failure within twenty-five (25) calendar days of receipt of the Notice of Need to Cure (the "**Cure Period**"). The Notice of Need to Cure must specify in reasonable detail the alleged breach or failure of TRIGO. After expiration of the Cure Period, the Depositor may terminate the Contract by providing TRIGO with a written termination notice. If the Depositor terminates the Contract under this Section, TRIGO shall be compensated for the Services completed up until the date of termination, as set forth in the termination notice.

D. TRIGO Termination For Non-Payment Or Insolvency

TRIGO may terminate the Contract, in whole or in part, immediately and without notice or liability to the Depositor in the event the Depositor fails to pay any invoice, in whole or in part, or it otherwise becomes clear to TRIGO, in its sole discretion, that the Depositor will not pay an invoice in whole or in part. Likewise, TRIGO may terminate the Contract, in whole or in part, immediately and without any liability to the Depositor, in the event of (1) Depositor's insolvency or financial difficulty; (2) the filing of voluntary or involuntary petition in bankruptcy by or against Depositor; (3) the appointment of a receiver or trustee for Depositor; (4) the execution of an assignment for the benefit of creditors by Depositor; or (5) Depositor's need for accommodations from TRIGO, financial or otherwise, to meet its obligations under the Contract. If TRIGO terminates the Contract under this Section, TRIGO shall be compensated for the Services completed up until the date of termination, in addition to any damages permitted by law. For clarity, TRIGO's ability to terminate the Contract under this Section applies even where Depositor claims non-payment in whole or in part, and/or events (1) through (5) in this Section V.D., are the result of a Force Majeure Event (which, as stated in Section IV.K above, will never excuse payment obligations).

E. TRIGO Termination For All Other Depositor Breaches

TRIGO may terminate the Contract, in whole or in part, without any liability to the Depositor, in the event that Depositor repudiates, breaches, threatens to breach, or otherwise fails to perform its obligations under the Contract, provided such repudiation, breach, threat or failure relates to a Depositor obligation that is unrelated to timely payment or Depositor's Insolvency. In the event of termination under this Section V.E, TRIGO must provide Depositor with ten (10) calendar days' written notice of termination. If TRIGO terminates the Contract under this Section, TRIGO shall be compensated for the Services completed up until the date of termination, as set forth in the termination notice, in addition to any damages permitted by law.

F. TRIGO Termination For Lease Termination

TRIGO may terminate the Contract, in whole or in part, without any liability to the Depositor, in the event that (1) TRIGO's lease expires, is terminated by lessor, or is not renewed; and (2) TRIGO is unable to transfer the Goods because (i) Depositor or holder of the Goods has provided a timely notice of objection to the new warehouse location to which TRIGO proposed to transfer the Goods, and has timely removed the Goods from their existing TRIGO location, or (ii) despite reasonable efforts, TRIGO is unable to find an alternate warehouse for the Goods.

VI. Disposition Of Goods

A. Disposition Of Goods Upon Completion Of Services Or Termination

If any of Depositor's Goods are at TRIGO's facility and/or warehouse upon the completion of the Services, the end of the Contract term or Contract termination, then, to the extent the Goods remain at TRIGO's facility and/or warehouse due to an unresolved account receivable or other invoice or payment-related issue between TRIGO and Depositor, TRIGO will make reasonable efforts to resolve the issue in good faith with Depositor.

To the extent the Goods remain at TRIGO's facility and/or warehouse due to an unresolved invoice or other payment-related issue between Depositor and the Final Customer, TRIGO will assist Depositor and its Final Customer in resolving the issue if requested to do so, and only to the extent a resolution is possible. In no event, however, does TRIGO provide a guarantee, representation or warranty that a resolution will be reached between Depositor and Final Customer.

Notwithstanding anything to the contrary herein, and in the absence of a written agreement between the Parties otherwise, in the event that (1) the Contract is terminated in whole or in part under Section V.D., or (2) Depositor has an outstanding account receivable with TRIGO at the date of Contract termination under Sections V.B, C or E, or upon the completion of Services or the end of the Contract term, then TRIGO may dispose of the Goods as set forth below and retain the proceeds of any sale resulting from that disposition to the extent the proceeds cover the amount of Depositor's unpaid account receivable.

TRIGO may dispose of the Goods in the following manner: (1) If the Goods were purchased from Depositor by the Final Customer, TRIGO reserves the right to sell the Goods to the Final Customer; and (2) If the Goods were not purchased from the Depositor by the Final Customer, TRIGO reserves the right to scrap the Goods or to sell the Goods in accordance with Applicable Law at a public or private sale. If TRIGO is unable to sell the Goods, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition or sale of the Goods, TRIGO may remove the Goods from the warehouse without consent of Depositor, and shall incur no liability by reason of such removal.

B. Disposition Of Goods In Event Of Lease Termination

If TRIGO terminates the Contract under Section V.F., then TRIGO will in good faith make reasonable efforts to grant Depositor sufficient time to remove the Goods from TRIGO's warehouse(s), as permitted by TRIGO's vacation of the warehouse(s) under the lease agreement regarding the same or as otherwise agreed upon between TRIGO and its landlord.

C. Disposition Of Hazardous, Aging Or Non-Conforming Goods

If, prior to the completion of Services, the end of the term, or Contract termination under Section V, TRIGO determines in good faith that the Goods are (1) a hazard to other property, its facility and/or warehouse, or to persons; or (2) aging, non-conforming, suspected non-conforming or suspected defective; then TRIGO may dispose of the Goods in any manner described in Section VI.A. upon reasonable notification to all parties known to claim an interest in the Goods. If TRIGO is unable to sell the Goods as described in Section VI.A., it may dispose of them in any lawful manner and shall incur no liability to any interested party by reason of such disposition. Pending such disposition or sale of the Goods, TRIGO may remove the Goods from the warehouse and shall incur no liability to any interested party by reason of such removal.

VII. Indemnification And Limitations On Liability

A. Disclaimer Of Warranties

Depositor acknowledges and agrees that TRIGO is neither the manufacturer nor supplier of Goods that are the subject of the Contract. Accordingly, TRIGO DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE PARTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. TRIGO will not be liable to the Depositor, Final Customer, or the Goods' end-user(s) for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Goods including, without limitation, any lost profits, indirect, special or consequential damages and/or personal injury or death.

B. Limitations Of Liability

TRIGO shall not be liable for any injury or loss to Goods stored, however caused, unless such injury or loss resulted from TRIGO's failure to exercise reasonable care with respect to the same. TRIGO is not liable for any injury or loss to the Goods which could not have been avoided even with the exercise of reasonable care.

In no event shall TRIGO be liable for loss of profits, revenue, interest, savings or goodwill, or incidental, consequential, punitive or exemplary damages, penalties or liabilities, or claims by third parties, in connection with the Contract, whether for its alleged breach or property damage. To the extent permitted by Applicable Law, TRIGO's liability arising under the Contract is limited to the monthly invoice amount the Depositor paid, or is obligated to pay, for the particular Service rendered with respect to which any liability is alleged. This cap on damages applies regardless of whether the liability is based on an alleged breach of the Contract or otherwise.

In the event that the Contract refers to multiple Services, the Parties expressly understand and agree that TRIGO's liability shall be limited to the amount actually paid by the Depositor for the particular Service with respect to which any liability is alleged and not for the total amount the Depositor is required to pay to TRIGO for the multiple Services encompassed by the Contract.

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 Depositor legal entity requesting Services from TRIGO, whatever the number of Services performed, except for death or personal injury.



TRIGO will only be responsible for the cost of expedited freight in the event expedited freight is required because of TRIGO's failure to comply with the Contract and these GTC. However, TRIGO will not be responsible for any expedited freight charges greater than 1% of the total charges incurred in the prior thirty (30) calendar days.

TRIGO provides clean, dry, enclosed warehouse locations. If the Depositor requires additional conditions for the Goods, the Depositor must identify those conditions with specificity, in writing, prior to acceptance of the Contract. TRIGO will not be responsible for maintaining conditions that are not specified in this manner or any injury or loss caused to goods by a failure to do so.

TRIGO is not responsible and will not be liable for rust or any Goods that do not pass a cleanliness inspection. The Depositor is responsible for ensuring that its packaging sufficiently protects the Goods to prevent such occurrences, and that the packaging and Goods are adapted to storage shelf-life, such that the Goods conform to any requirements imposed by Depositor's Final Customer. TRIGO will not be responsible and will not be liable for any non-conformities caused by a violation of this Section. TRIGO is also not liable for any VAT-related losses or penalties with respect to the Goods.

Where loss or injury is caused to stored Goods for which TRIGO is not liable under this Section, the Depositor is responsible for all costs associated with any claims or damages arising out of the loss or injury. This includes, but is not limited to, all costs associated with removing the Goods from the warehouse, as well as the cost of any environmental clean-up and/or site remediation necessitated by the Goods, loss or injury to the Goods, and/or the act of removing the Goods.

If TRIGO negligently mis-ships Goods subject to a Contract, TRIGO shall pay reasonable transportation charges necessary to return the Goods to the warehouse. If the consignee fails to return the Goods to the warehouse, TRIGO's maximum liability shall be for the cost of the lost or damaged Goods, and TRIGO shall have no liability for incidental, consequential, exemplary, or punitive damages or any lost profits whether they be incurred by Depositor or Final Customer. Depositor understands and agrees that Depositor (and not TRIGO) bears all risk of loss of Goods while they are in transit to and from TRIGO. While in the possession and handling of Goods, TRIGO will exercise its due diligence to prevent loss or damage. Depositor should maintain appropriate insurance coverage to protect against such loss.

Although TRIGO may assist Depositor in reconciling invoice discrepancies, TRIGO makes no guarantees or warranties with respect to the outcome, and in no event will TRIGO be liable for the inability to resolve said invoice discrepancies or for any disputed monies thereunder.

C. Depositor Notice Of Claim

Claims by the Depositor made pursuant to Section VII.B must be presented in writing to TRIGO within a reasonable time, and in no event longer than either sixty (60) calendar days after Contract termination, or sixty (60) calendar days after the Depositor of record or the last known holder of a negotiable warehouse receipt is notified by TRIGO that loss or injury to part or all of the Goods has occurred, whichever occurs first.

When Goods have not been delivered to Depositor by TRIGO, TRIGO will provide notice of known loss or injury to the Goods by mailing a registered or certified letter to the Depositor of record or to the last known holder of a negotiable warehouse receipt. In this event, the time for Depositor to present a claim in writing to TRIGO as stated above begins to run on the date TRIGO mailed its notice of known loss or injury, and ends sixty (60) calendar days thereafter.

No legal action may be commenced by the Depositor against TRIGO for loss or injury to the Goods stored unless (1) a timely written claim has been provided to TRIGO pursuant to this subsection; (2) TRIGO denied the claim or no response to it was otherwise provided to Depositor; and (3) more than nine (9) months have passed since the date of delivery by TRIGO, or more than nine (9) months have passed since the Depositor of record or the last known holder of a negotiable warehouse receipt is notified regarding loss or injury to all or part of the Goods, whichever occurs first.

D. Indemnification By Depositor

The Depositor shall indemnify, defend and hold harmless TRIGO, its officers, directors, employees, agents, Affiliates and representatives (the "**TRIGO Indemnified Parties**") from and against any and all costs, fees, penalties, expenses, damages, attorneys' fees and all other liabilities whatsoever ("**Losses**") caused by Depositor's breach of the Contract. The Depositor likewise agrees to indemnify, defend and hold harmless any one of the TRIGO Indemnified Parties for all Losses arising out of the costs associated with disposition of the Goods, or any third party claim or allegation which arises from or relates to the performance of the Contract or that are in any way connected with any negligence, fraud, acts or omissions, or willful misconduct of the Depositor or anyone acting on the Depositor's behalf or under the Depositor's instructions (other than TRIGO and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing).

VIII. Confidentiality And Data Sharing

A. Confidentiality

1. During the term of the Contract, the Parties may obtain Confidential Information relating to the other Party, including by way of example and not limitation, information relating to products, clients, business accounts, financial and contractual agreements or other transactional or business agreements, reports, recommendations, notices or tests, program source codes or object codes, and development plans.
2. Neither Party will disclose any Confidential Information except to its employees (or, in the case of TRIGO, its sub-contractors, if any) who need to know such information in order to provide the Services. Further, neither Party will disclose any Confidential Information to a third party without obtaining the prior written consent of the Party to whom the Confidential Information belongs.
3. Confidential Information does not include information that: (i) was known to the public at the time of its disclosure; (ii) was published or had become part of the public domain following its disclosure to the recipient Party, without the recipient Party having made the public disclosure; (iii) was already known to the recipient Party before disclosure and the information had not been the subject of a non-disclosure agreement; (iv) had been disclosed after it had been obtained from a third party who was authorized to make the disclosure; (v) had been developed independently by the recipient Party without using the Confidential Information of the disclosing Party.
4. The recipient Party may disclose Confidential Information if it is legally obligated to do so pursuant to any request, order or requirement of a court, administrative agency or other governmental agency, provided, however that it promptly informs the disclosing Party in writing of such a request, order or requirement so that the disclosing Party can draw up an objection or obtain an injunction to prevent or restrict the disclosure.

In addition to any other legal rights or remedies available on account of a breach of these confidentiality obligations, the non-breaching Party shall have the right to obtain an injunction, specific performance or other equitable relief to prevent any actual or threatened breach of these confidentiality obligations.

B. Data Sharing

The Parties agree and acknowledge that TRIGO is entitled to collect, analyze and archive data acquired in connection with the performance of the Contract for the purpose of performing the Services. Such data may belong to the Depositor or the Final Customer. TRIGO is entitled to give access this data to a third party, provided the owner of the data provides express written permission (e.g., via emails) to do so. Said data may be also subject to statistics and analyses.

For the performance of the Contract, TRIGO may collect and use from Depositor's employees, directors, managers, agents, subcontractor, information considered as "**Personal Data**" as defined and in accordance with the GDPR and any related Applicable Law. TRIGO may use said Personal Data to inform Depositor about performance of the Services, as also to send reports and satisfaction survey to the Depositor. TRIGO may also use said Personal Data for marketing purpose, and thus sending quarterly newsletters, ad-hoc newsletter campaigns, to promote services and events informing the Depositor about new TRIGO products and/or services available provided however that the Depositor opts, or has previously opted to receive it, *inter alia* via TRIGO customer Portal or website). TRIGO shall not share the Depositor's personnel's Personal Data to any third parties without the Depositor's express prior authorization. Should any concerned person wish to i) to receive a copy of Personal Data concerning him or her held by TRIGO, in a structured, commonly used and machine-readable format ii) to access to his or her Personal Data, iii) to make any change on Personal Data if justified, iv) to ask for prompt deletion, and v) to refuse any treatment on Personal Data. Requests under these rights must be made in writing to TRIGO at privacy@trigo-group.com. Personal Data collected may be retained for the same duration as the Contract and then would be archived or deleted.

IX. General

A. Amendment

The Contract, including the Work Authorization and these GTC, may not be added to, changed, amended, or modified, except by instrument in writing signed by an authorized representative of the Parties hereto or their respective successors or assigns, or otherwise as expressly provided herein.

B. Entire Agreement

This Contract represents the entire agreement of the Parties with respect to the Services and supersedes all prior oral or written representations and agreements. This Contract may only be modified as described in these GTC.

C. Severability

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision will be deemed reformed or deleted, only to the extent necessary to comply with the statute, regulation, ordinance, order or other rule of law, and the remaining provisions of the Contract will remain in full force and effect.

D. Non-Waiver

The failure of either Party at any time to require performance by the other Party of any provision of this Contract will not affect the right to require such performance at a later time, nor will the waiver of either Party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

E. Assignment

These GTC shall be binding upon the Depositor and TRIGO and their respective successors and assigns. Neither Party may transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

F. Survival

The entirety of these GTC shall survive termination of the Contract and/or completion of the Services.

G. Notice And Contacts

All notices to TRIGO required by these GTC or any other Contract documents shall be sent to the following: logistics@trigo-group.com. Depositor is solely responsible for providing an accurate email address to which TRIGO may address any notice(s) required by these GTC or other Contract documents to Depositor, and notifying TRIGO of any changes or updates to that address. TRIGO will not be liable under any section of these GTC for a failure to provide notice if said failure is the result of Depositor not timely providing an accurate email address, along with any changes or updates thereto.

H. Relationship Of The Parties

TRIGO and the Depositor intend their relationship to be that of independent contractors. Nothing in these GTC or any other Contract document shall be construed to make either TRIGO or the Depositor partners, joint ventures, principals, agents or employees of the other. Neither TRIGO nor the Depositor shall have any right, power or authority to make binding commitments or to enter into agreements on behalf of the other.

I. Attorneys' Fees And Costs

The Depositor will reimburse TRIGO for any attorneys' fees, other professional fees, all court costs and all costs associated with collection that are incurred by TRIGO in connection with any breach of the Contract by Depositor or any action by TRIGO to enforce its rights under the Contract.

J. Governing Law And Jurisdiction

The Contract is to be construed according to the laws of the United States of America and the State of Michigan, excluding any conflict of laws principles or rules to the extent such would require or permit the application of the Applicable Laws of another jurisdiction. Further, with respect to any action, litigation or proceeding of any kind whatsoever arising out of, or in connection with this Contract, each Party irrevocably submits to the exclusive jurisdiction of and venue in the United States District Court for the Eastern District of Michigan or in any state court of Michigan sitting in Macomb County, Michigan, and specifically waives any and all objections to such jurisdiction and venue.

If and only if a Depositor is incorporated in or is organized under the laws of a country that is not the United States or Canada, then notwithstanding anything in this Section IX.J. to the contrary, the Parties agree that any dispute arising out of the Contract shall exclusively be brought in the Commercial Court of Brussels, Belgium, in accordance with article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012, and that Belgian law will apply to the Contract, 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 Parties irrevocably submit to the exclusive jurisdiction and venue of said Commercial Court and waive any and all objections to such jurisdiction and venue including any defense of inconvenient forum.