



**General Terms and Conditions  
Bostik Belux SA.**

**Version: August 2020**

**1. DEFINITIONS**

1.1. The following definitions are used in these general terms and conditions:

- a. **“Bostik”**: Bostik Belux SA., a private limited liability company with its registered office located at Antwerpse Steenweg 19, B-9080, Lochristi, Belgium;
- b. **“Purchaser”**: a private individual or a legal entity that wishes to conclude or has concluded a contract with Bostik, or that receives a quotation for that purpose;
- c. **“Quotation”**: an offer by Bostik to the Purchaser for the sale and delivery of products or services;
- d. **“Contract”**: any contract and or documents (including but not limited to Quotation or an offer) related to the sale of Products and/or Services by Bostik and delivery of Products and/or Services to the Purchaser, any addition or amendment to these general terms and conditions, and any and all acts (including but not limited to legal acts) carried out in preparation and performance of the contract.
- e. **“Products”**: all goods sold and to be sold by Bostik under these general terms and conditions and/or a Contract;
- f. **“Services”**: all activities (in whatever form and however they may be referred to) carried out by Bostik for the Purchaser under a Contract.
- g. **“General Terms and Conditions”**: these general terms and conditions.

**2. APPLICABILITY**

- 2.1. The General Terms and Conditions are applicable to and form part of every Contract. The General Terms and Conditions constitute the basis of commercial negotiations and are applicable to every request for and any negotiations about a Quotation, an offer or a Contract. Bostik always sends or issues the General Terms and Conditions to each Purchaser to enable it to place an order.
- 2.2. If there is an inconsistency between the General Terms and Conditions and the Contract, the provisions of the Contract will prevail.
- 2.3. The General Terms and Conditions automatically take precedence over the provisions specified in the purchaser’s documents. The fact that an order has been placed with Bostik is deemed to be an unconditional acceptance of the General Terms and Conditions which apply regardless of any provisions to the contrary that may be given in the purchaser’s commercial documents. Bostik’s possible written acceptance of conditions of purchase or of any other documents issued by the Purchaser does not overrule the precedence of the General Terms and Conditions but only results in adding to the provisions that are not dealt with in the General Terms and Conditions.



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- 2.4. Amendments to these General Terms and Conditions will only apply insofar as Bostik has explicitly accepted them in writing, and they will only apply to the Contract(s) in question. The Purchaser shall not interpret the fact of Bostik not applying any of the General Terms and Conditions at a given time as a waiver by Bostik of any subsequent application thereof.

### **3. QUOTATION**

- 3.1. Unless Bostik has explicitly determined otherwise in writing, all Quotations may always be cancelled and are subject to General Terms and Conditions and /or Contract.
- 3.2. Unless Bostik has explicitly determined otherwise in writing, a Quotation will in no event remain valid for more than thirty (30) working days after being issued.

### **4. CONTRACT**

- 4.1. A Contract is concluded once Bostik has received the Purchaser's written acceptance of the Quotation and Bostik has not cancelled the Quotation within 4 (four) working days of that acceptance.
- 4.2. If the acceptance includes reservations or changes in relation to the Quotation, then, notwithstanding the preceding paragraph, the Contract will be concluded if Bostik has informed the Purchaser that it agrees to these reservations or changes.
- 4.3. If no Quotation has been issued and the Purchaser has (with or without a framework agreement) placed an order with Bostik, the Contract will be concluded once Bostik has accepted the Purchaser's order. This acceptance is effected by sending an order confirmation or by commencing performance of the Contract.
- 4.4. Bostik cannot be obliged to commence the execution of a Contract before having received all the requisite information from the Purchaser.
- 4.5. In the event of cancellation of the order by the Purchaser after the Contract's acceptance by Bostik for any reason whatsoever, the Purchaser shall be required to compensate Bostik with a lump-sum indemnity equal to fifteen (15) % of the Contract.
- 4.6. Amendments to the General Terms and Conditions and/or the Contract only apply when Bostik has explicitly accepted them in writing, and they will only apply to the Contract in question. Amendments can lead to an adjustment in the original period of delivery.



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- 4.7. Bostik is not bound by undertakings given by its unauthorised employees unless Bostik has confirmed them in writing.

## **5. PRICES AND RATES**

- 5.1. Unless otherwise determined in the Contract, prices and rates are exclusive of Dutch VAT. The prices of Products will be defined as the case may be by Quotation, order or the Contract. Prices include standard packaging costs.
- 5.2. Once every calendar year, Bostik is entitled to review its prices and rates on the basis of the Dutch consumer price index (CPI). Additionally, in case of unforeseen circumstances such as force majeure, or exorbitant raw material price increases, Bostik is entitled to review and adjust the prices accordingly. Bostik will communicate this at least one (1) month prior to the adjustment.
- 5.3. Bostik will notify the Purchaser as soon as possible about any changes to prices of Products and Services.

## **6. DELIVERY OF PRODUCTS**

- 6.1. Unless otherwise determined in the Contract, the place of delivery is where Bostik has its registered office. The risk of accidental loss and accidental deterioration of the Products shall pass to the Purchaser upon dispatch. . In case the delivery is carried by a third party, the risk of accidental loss and accidental deterioration of the Products shall pass to the Purchaser when the Products are made available to the third party. The Purchaser is solely responsible for unloading the delivery vehicle and providing suitable unloading equipment and the required personnel.
- 6.2. Bostik is entitled to deliver the Products in instalments and/or in parts.
- 6.3. The Purchaser is obliged to cooperate with the delivery and to take delivery of the Products. If for whatever reason the Purchaser is not able to take delivery of the Products at the agreed time and they are ready for delivery, Bostik will, if it has sufficient storage, keep and protect the Products and take all reasonable measures to prevent any deterioration in quality. The Purchaser is obliged to pay Bostik the rate for storage customarily charged by Bostik or, if it has no such rate, to pay the rate that is customary in the sector from the time that the Products are ready to be dispatched or, if this time is later, from the time of delivery agreed in the Contract.
- 6.4. The day on which the Products are made available to the Purchaser at the agreed date, time and place must be taken to be the date of delivery, even if the Purchaser refuses or fails to accept the delivery.



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- 6.5. The agreed periods for delivery are only indicated approximately and are free of obligation. With due observance of the standards of reasonableness and fairness, Bostik will endeavour to comply with the agreed period of delivery. Delivery times that have been indicated or agreed are never to be regarded as deadlines. If Products or Services are not delivered on time, the Purchaser must issue Bostik with a written notice of default, giving Bostik a reasonable period in which to perform.
- 6.6. Delivery times and periods will be suspended if and as long as the Purchaser has not fulfilled its outstanding payment obligations to Bostik or if the Purchaser has not, or has not adequately, fulfilled its obligation to provide the information required in order for Bostik to deliver.
- 6.7. Bostik is not liable for any damage resulting from non-compliance with delivery times or other periods.
- 6.8. If the Purchaser requests a postponement of the delivery period in writing, such request must be accepted by Bostik in advance and in writing. Any costs and/or damage incurred or sustained by Bostik for such postponement must be reimbursed and/or compensated by the Purchaser.
- 6.9. Bostik reserves the right to make changes to the Products displayed in its catalogue, brochures and other printed matter as well as to remove Products displayed therein from its range. Bostik does not accept any liability for discrepancies in delivered Products with the illustrations in its catalogue, brochures and other printed matter.

**7. VAT**

- 7.1. The price mentioned in the Contract is exclusive of all taxes and is subject to VAT and/or any other taxes including sales tax, production tax or transportation tax, other than a tax on Bostik's profits, if applicable.
- 7.2. When (i) the delivery of the Products is VAT exempted in departure country due to the dispatch or transportation of the Products outside the departure country, and (ii) the dispatch or transportation of the Products is carried out by the Purchaser or on his behalf, the Purchaser should provide to Bostik the following documents (the "Supporting Documentation"):
  - Any documentation evidencing the dispatch or transportation of the Products outside of departure country in accordance with the rules in force in departure country within twenty (20) days following the collection of the Products by the Purchaser or on the 15th day of the following month, in case of multiple collections and,

- In case of intra-EU delivery, the written statement done by a duly empowered person acquiring the Products stating that the Products have been transported or dispatched by him, or by a third party on his behalf, and referring to the Member State of destination of the Products in accordance with the rules in force in departure country has to be provided by the Purchaser to Bostik within ten (10) days of the month following the supply.
- 7.3. Should the Purchaser fail to provide the Supporting Documentation under the aforementioned conditions and schedule and in the event that VAT would be later claimed to Bostik on the sale to the Purchaser, this latter should, immediately upon request, pay a compensation to Bostik equal to (i) the amount of VAT owed, (ii) reimburse all penalties and interests on late payment charged to Bostik for not initially apply VAT on sale or failing to provide the Supporting Documentation and (iii) a lawyer fee, if any, this later fee (iii) being capped to ten thousand euros (10,000€).

## **8. PRIVATE LABEL PRODUCTS**

- 8.1. The Purchaser has developed its private label (product name, logo, word mark, figurative mark etc.) together with the packaging design and layout for the Products (i.e. containers, boxes or other packaging) (hereinafter the “Private Label and Packaging”). The Private Label and Packaging will be affixed on the Products (hereinafter the “Private Label Products”)
- 8.2. The Purchaser warrants that the Private Label and Packaging are clearly distinguishable from the trademarks and packaging design of third-party products, and that no possibility of confusion exists. The Purchaser warrants that the Private Label and Packaging does not infringe any third-party rights, e.g. trademark rights.
- 8.3. If the Purchaser does not order the Private Label Products from Bostik in conformity with the agreed schedule, or if it discontinues a Private Label Product or no longer purchases it from Bostik or claims a Product with a different composition, Bostik has the right to charge the Purchaser for base materials, packaging material and finished Products stocked for the Private Label Products concerned plus any warehouse, storage and disposal costs.
- 8.4. Due to the nature of the production process it is possible that the number of manufactured Products is not the same as the number of ordered Products. Bostik reserves the right to deliver ten (10) % more or ten (10)% fewer Products than the number of Private Label Products ordered by the Purchaser. In that case, Bostik will have fulfilled its obligation to deliver under the Contract.
- 8.5. Bostik cannot be held responsible under any circumstance for the design and text content (on the packaging) of the Purchaser’s Private Label Products. Bostik is exempt from all liability for claims of third parties related to this. This concerns all texts including text and design elements in the field of intellectual property as well as application texts, as Bostik is not familiar with the Purchaser’s specific applications, including possible differences between the advised shelf life and/or expiry date by Bostik and the Purchaser’s requested shelf life/ expiry date. The Purchaser is liable to possible claims arising from these differences.



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## **9. DELIVERY OF SERVICES**

- 9.1. The Purchaser guarantees that Bostik will be able to perform the Services on time, safely, without obstruction and with the use of the requisite facilities (such as gas, water and light). Bostik must be able to commence its activities immediately and complete them without interruption.
- 9.2. The Purchaser guarantees that it has the permits and licences required in order for Bostik to perform the Services.
- 9.3. The Purchaser is liable for all damage resulting from loss, theft, fire or damage to tools, materials and other items of property belonging to Bostik that are located in the place where Bostik performs the Services.

## **10. INVOICING AND PAYMENT**

- 10.1. Unless otherwise determined in the Contract, Bostik issues an invoice upon delivery of the Products and/or Services. At the time of invoicing, prices and rates will be increased by any taxes applicable at the time of delivery, particularly VAT. If the Contract provides that payment is to be made in instalments, each instalment will be invoiced separately.
- 10.2. Bostik's invoices must be paid in the agreed currency and within the payment periods indicated on the invoices in question. If the invoice does not indicate a payment period, payment must be made within thirty (30) days of the invoice date. The Purchaser is not authorised to deduct anything from the invoice amount. The Purchaser is not entitled to suspend its payment obligations.
- 10.3. Unless the Purchaser protests in writing about an invoice within five (5) working days of the date of the invoice, the Purchaser will be deemed to have approved it. If a complaint about an invoice proves to be well-founded, Bostik will amend the invoice amount.  
If the Purchaser does not perform its payment obligations under the Contract in a timely manner, the Purchaser will be in default by operation of law without any notice of default being required. If the Purchaser is in default, it will owe Bostik statutory interest on the outstanding invoice amount without prejudice to Bostik's other contractual rights.
- 10.4. All judicial and extrajudicial collection costs that Bostik is forced to incur for the Purchaser failing to perform its payment obligations will be borne in full by the Purchaser. Bostik is entitled to immediately instruct a third party to collect its claim on the grounds of an unpaid invoice.
- 10.5. All payments made by the Purchaser to Bostik go towards settling (1) costs, (2) interest and (3) principal amounts, in the order in which such payments are due and payable.



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- 10.6. Bostik is entitled to demand what it considers to be satisfactory security for the performance of the Purchaser's obligations and the Purchaser is obliged to provide it if Bostik has good grounds to fear that the Purchaser will not perform its obligations.
- 10.7. Bostik is at all times entitled to refuse a new order from the Purchaser if the Purchaser has failed to pay any invoices which are already due and payable. The Purchaser may not deduct any payment obligations of Bostik from any of its own payment obligations. The Purchaser's payment obligation is separate from the other obligations under the General Terms and Conditions and/or Contract.

## **11. GUARANTEE AND COMPLAINTS**

- 11.1. Bostik warrants, to the exclusion of any other warranty and/or liability that, on the date of their delivery the Products comply with the technical specifications set out in the Contract. Immediately upon delivery of the Products and performance of the Services, the Purchaser is obliged to examine whether the Products and Services conform to the Contract.
- 11.2. Complaints about the delivered Products and Services must be reported to Bostik in writing including full argumentation as soon as possible. Complaints concerning damage to the Products which is directly visible upon delivery, or missing products from the delivery must be made within forty-eight (48) hours after the delivery has been made. After written notification to Bostik, Purchaser should make Products available for pick-up by Bostik within seven (7) days.
- 11.3. Any complaint in respect of Bostik relating to non-compliance with the specifications of the Products (hereinafter "Non-Compliance") shall be valid only if it is sent to Bostik in writing within fourteen (14) calendar days following delivery of the Product. Purchaser must provide evidence of the existence of any Non-Compliance and give Bostik every opportunity to observe such Non-Compliance.
- 11.4. Unless otherwise determined in the Contract, complaints by the Purchaser cannot be submitted and will not be handled if:
  - a. a defect is the result, either wholly or in part, of unusual, improper, inexperienced or negligent use of the Products by the Purchaser;
  - b. the Product has been modified by the Purchaser;
  - c. the Product has been transferred to the end user by the Purchaser;
  - d. Bostik has, on the Purchaser's instructions, used certain base materials, packaging etc. for the Products and Services which have caused the defect;
  - e. the defect consists of a limited discrepancy in quantity, quality, colour, finish, dimensions, composition etc. which is acceptable in the sector or which cannot be avoided for technical reasons.
  - f. the Purchaser has not performed all its obligations (including payment obligations) to Bostik.





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- 11.5. The Purchaser will enable Bostik to investigate a complaint and will fully cooperate in this regard. Bostik may engage an expert to verify a complaint. The costs of the expertise may be charged to the Purchaser if the complaint or objection is declared unfounded, either wholly or in part.
- 11.6. If complaints are not reported in writing in a timely manner, the Purchaser will be deemed to have approved the delivered Products and Services and to have waived all rights and powers available to it by law and/or under the Contract and these General Terms and Conditions.
- 11.7. A complaint as referred to in this article does not suspend the payment obligation.
- 11.8. If and insofar as Bostik declares a complaint by the Purchaser to be well-founded, Bostik will, at its discretion (i) repair the defect in the Product, (ii) replace the defective Product, or (iii) repossess the defective Product and reimburse the Purchaser with the purchase price. In no event is the Purchaser entitled to compensation for the delivery of a defective Product.
- 11.9. The Products may only be returned once Bostik has given its permission in writing, on conditions to be determined by Bostik.

## **12. FORCE MAJEURE**

- 12.1. A party to the Contract is not liable for a delay or shortcoming in the performance of the Contract if and insofar as it is the result of force majeure.
- 12.2. Force Majeure includes, but is not restricted to, any form of natural disasters, strikes, industrial conflicts, any failure or delay by suppliers of Bostik, acts of war, a lack of base materials, epidemics, transport problems, import and/or export bans, government measures, fire, explosions, frost, high temperatures, break-downs in communication connections and power failures, interruptions in Bostik's operations or Bostik's warehouses or workshops and, furthermore, any and all circumstances under which Bostik cannot reasonably be expected to perform or continue to perform its obligations towards the Purchaser. Force majeure on the part of Bostik's suppliers is also to be taken to mean force majeure on Bostik's part.
- 12.3. The parties must inform one another without delay if a force majeure situation occurs.
- 12.4. In the event of force majeure, Bostik will suspend its obligations for the duration of the force majeure situation without the Purchaser being entitled to any compensation. Force majeure does not release the Purchaser from his obligations to pay.





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12.5. If a force majeure situation lasts more than three (3) months, either party may dissolve the Contract with immediate effect, without either party being entitled to compensation.

### **13. LIABILITY**

13.1. Unless otherwise determined in the Contract, Bostik is not liable for damage to or loss of the Products after they have been made available to the Purchaser in accordance with Article 6.1 of these General Terms and Conditions.

13.2. Bostik is not liable for indirect loss, including, but not limited to, consequential loss, loss of profits, loss due to business interruption, non-economic damage, direct trading loss and other kinds of financial loss, including all possible claims from third parties in the broadest sense of the word, including end buyers and personnel of the Purchaser.

13.3. If Bostik is liable to the Purchaser for any kind of damage under the Contract, the General Terms and Conditions and/or the law, this liability will in any event be restricted to the amount of the invoice amount of the Contract (exclusive of VAT). In any case, the maximum Bostik's liability per Contract shall not exceed fifty thousand (50,000) euros.

13.4. Bostik does not have to compensate any damage if the Purchaser, at the time of the occurrence of the aforesaid event, is in default of performance of any obligation towards Bostik, barring intent or gross negligence on Bostik's part in the performance of the Contract.

13.5. Insofar as the Purchaser is a distributor/dealer of Bostik, the Purchaser must make regulations, manuals and instructions of Bostik, including security regulations, manuals and instructions, available to its (end) buyers and inform consumers that they must meticulously comply with these regulations, manuals and instructions, including security regulations, manuals and instructions. Bostik does not accept any liability in that regard.

13.6. Bostik is liable neither for the Purchaser's non-compliance with the regulations, manuals and instructions, including security regulations, manuals and instructions, nor for the use of auxiliary materials.

13.7. Bostik is not liable for damage related to the installation or application of its Products, for which only the party that installed or applied the Products can be held liable.

13.8. Bostik is not responsible for the accuracy or comprehensiveness of the data, documentation or drawings furnished by the Purchaser to Bostik and Bostik may assume their accuracy in performing the Contract.



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#### **14. PRODUCT STANDARDS**

- 14.1. Regarding the Products and Services (and the selling of them), the Purchaser must act in accordance with the applicable requirements of product safety.
- 14.2. The Purchaser will not remove the manuals and other instructions for the use of the Products upon selling them and, unless otherwise agreed in writing, will not repackage or remove labels from the Products.
- 14.3. The Purchaser must grant any and all cooperation necessary if Bostik wishes to issue a public warning, recall products or take any other measures, whether or not on account of European or Dutch regulations regarding general public safety. In order to facilitate a public warning or a product recall, the Purchaser must at all times keep records of the recipients, time and quantities of supplies of the Products.
- 14.4. Without prior consultations with Bostik and the written consent of Bostik, the Purchaser will not (i) proceed to take measures regarding product safety, such as a product recall or a public warning, in connection with European or Dutch regulations, or (ii) inform third parties of the unsafeness of a Product on the grounds of any regulations.

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#### **15. RESERVATION OF TITLE**

- 15.1. The Products continue to be the property of Bostik until the Purchaser has fully satisfied all claims under the Contract within the meaning of Article 3:92(2) of the Dutch Civil Code ("DCC"). This includes claims to pay for Products and Services as well as claims on account of a failure to perform Contracts.
- 15.2. The reservation of title does not affect the risk transfer provided by Article 6.
- 15.3. If title is reserved or at least if Bostik asserts that title has been reserved, the Purchaser must ensure that all possible damage to the Product or Products, including material damage, loss or destruction, is covered by insurance in favour of Bostik. At Bostik's first request it will be allowed to inspect the insurance policy in question and the related premium payment receipts.
- 15.4. The costs of exercising the reservation of title by Bostik are for the account and risk of the Purchaser.
- 15.5. If Bostik wishes to claim its property, the Purchaser must allow Bostik access to the place where the Products are stored to enable Bostik to take possession of and remove the Products. The Purchaser will remove any other items that may be stored among the Products or are otherwise connected with them in a timely fashion. Bostik will at no time be liable for damage to such items.



**16. FAILURE OF THE PURCHASER**

- 16.1. The Purchaser is deemed to be in default by operation of law and its (remaining) debts to Bostik will be due on demand if:
- a. the Purchaser has applied for its own insolvency or moratorium, is declared insolvent or is granted a deferment of payment;
  - b. attachment is levied on a material part of the Purchaser's capital and this attachment is not lifted within fourteen (14) days after it is levied;
  - c. the Purchase fails to perform any of its obligations under the Contract and/or General Terms and Conditions;
  - d. the Purchaser is in default of payment of Bostik's invoice within the agreed term, either wholly or in part;
  - e. the Purchaser is dissolved, liquidated, ceases its business operations or sells its business, either directly or indirectly and either wholly or in part;
  - f. the control of the Purchaser's business (or part of it) is changed, either directly or indirectly.
- 16.2. In the situations listed in paragraph 1 of this article, Bostik may, without further default, without court intervention, without being held to pay any compensation and without prejudice to its other contractual and statutory rights:
- a. suspend the performance of its obligations towards the Purchaser until the latter has performed all its obligations towards Bostik;
  - b. terminate the Contract with immediate effect, either wholly or in part;
  - c. claim full and immediate payment of any amount that the Purchaser owes Bostik, including any amount that was not yet due and payable;
  - d. obtain adequate security for the timely performance of the Purchaser's payment obligations before performing a Contract (or continuing to perform it);
  - e. repossess any Products and Services that have been supplied but not yet paid for, either wholly or in part, free of any rights of the Purchaser, without any further liability or obligation to deliver (or redeliver) Products and Services to the Purchaser.
- 16.3. The Purchaser will furthermore take any other measures and perform any acts that are required to enable Bostik to exercise its rights under the Contract and the General Terms and Conditions.
- 16.4. Barring the cases specified in this article, the Contract ends upon its performance or at any point in time expressly stipulated by the parties.



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## **17. INTELLECTUAL PROPERTY RIGHTS**

- 17.1. The Purchaser acknowledges that Bostik exclusively owns all intellectual rights (including any claims to such rights and including any future intellectual rights) vested in and related to Products, Services, designs (made on the instructions of the Purchaser), processes, presentations, opinions, drawings, printed matter, photos, files, websites, brochures and catalogues of Bostik. This includes, but is not limited to, all copyrights, patent rights, trade mark rights and trade names that are used and/or arise during the term of the Contract (or Contracts).
- 17.2. If a third party infringes Bostik's intellectual property rights, the Purchaser will promptly notify Bostik of this by telephone and in writing. At Bostik's first request, the Purchaser will furnish Bostik with all the documentation and information regarding the intellectual property rights and grant it all the cooperation requested by Bostik. Bostik does not have to indemnify the Purchaser against claims relating to the intellectual property rights.
- 17.3. The Purchaser may not alter or remove any reference to intellectual property rights of Bostik and/or a third party to the Products and/or in relation to the Services.
- 17.4. If Products and Services are produced and/or packaged according to the Purchaser's guidelines, the Purchaser will indemnify Bostik against claims from third parties in relation to the Products and Services concerned, including but not limited to claims on account of infringement of an intellectual property right of a third party.

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## **18. DATA PROTECTION**

- 18.1. The Purchaser undertakes to inform his employees that their personal data will be collected and processed by Bostik under these these General Terms and Conditions. The employees' data will be used by Bostik, the companies of his group and his own service providers for the purposes of managing orders, monitoring customer/prospect relationships and managing sales and promotional operations. The data involved by this processing are notably the name, surname, position and contact information of Seller's employees. These personal data will be kept for the duration of the Contract and will then be archived in accordance with applicable regulation.
- 18.2. Only Bostik's duly authorized employees will have access to personal data. Such data may be transferred to third parties for the limited purpose of providing the services contemplated by the Contract. According to applicable law, Purchaser's employees have the right to access their personal data, to have them rectified, to request their deletion and to object to their processing for reasons related to their personal situation, or to request the limitation of the processing. They can exercise these rights by addressing their request to [dataprotection@arkema.com](mailto:dataprotection@arkema.com). Where appropriate, Purchaser's employees also have the right to file a claim in relation with the use of their personal data by contacting the relevant data protection authority.



**19. ETHICS AND COMPLIANCE**

- 19.1. Bostik encourages the Purchaser to run its business and perform the contract in a manner as compliant as possible with Bostik's values and standards set forth in the Business Conduct & Ethics Code of Arkema (as updated from time to time) which can be found on [www.arkema.com](http://www.arkema.com).
- 19.2. The Purchaser undertakes to comply and shall cause its co-contractors to comply with (A) the provisions of the Arkema Group Anti-Corruption Policy (as updated from time to time) which can be found on [www.arkema.com](http://www.arkema.com), and more generally (B) any applicable law and regulation relating to (i) the fight against corruption and influence peddling; (ii) export control: in this respect, the Purchaser represents and warrants that it is fully aware of the commercial and financial export restrictions imposed on certain countries by the European Union, the United States of America and the United Nations notably, and targeting individuals, legal entities or products ("Export Restrictions").
- 19.3. The Purchaser undertakes to comply with Export Restrictions at all time and not to resell the Products to individuals or legal entities featuring on sanctioned party lists drawn-up by the European Union, the United States of America and the United Nations notably; (iii) Human rights; (iv) the protection of the environment. Should Purchaser fail to comply with the provisions of this article, Seller may, without prejudice to any other rights or remedies it may have under these General Terms and Conditions or at law, terminate the contract with immediate effect. Purchaser shall defend, indemnify and hold Seller harmless from and against any claims, damages, losses, penalties, costs and expenses of any kind arising out or in connection with a breach by Purchaser and/or its co-contractors of the provisions of this article.

**20. CONFIDENTIALITY**

- 20.1. All information, material or immaterial, that Bostik provides to the Purchaser is strictly personal and confidential. This information includes information relating to Products or Services, suppliers, customers, methods, technical information, inventions, products, commercial information, and it comprises formulas and technical drawings for Products and production processes, features, processes, trade secrets, patents, inventions, discoveries, know-how and intellectual property rights.
- 20.2. The Purchaser may not disclose to the public or otherwise use the information provided by Bostik in any way without Bostik's consent and it must return all information and data carriers to Bostik and immediately destroy any copies thereof at Bostik's first request. The term of this duty of confidentiality is unlimited.



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- 20.3. The Purchaser must take any and all necessary measures and precautions to preclude the disclosure of information provided by Bostik to a third party and the Purchaser will impose a duty of confidentiality on its personnel and third parties involved. Any breach of the terms of this article by an affiliated company, management or personnel of the Purchaser will be regarded as a breach of a clause or prohibition by the Purchaser.
- 20.4. The restrictions on the use and disclosure of the information provided by Bostik do not apply to information regarding which the Purchaser can demonstrate: (a) that it is publicly known when it is disclosed; (b) that it must be provided as a result of a statutory obligation or a court ruling that has become final.

## **21. MISCELLANEOUS**

- 21.1. If a clause in the General Terms and Conditions or the Contract is void or voided, the other clauses of the General Terms and Conditions and the Contract will remain in force. The parties will replace the void and/or unenforceable clause with a new one that approximates the substance of the original clause as closely as possible.
- 21.2. Bostik may amend the General Terms and Conditions. The Purchaser will be deemed to have accepted any amendment to the General Terms and Conditions if it has not filed a written objection within five (5) working days of the notification of the amendments by Bostik.
- 21.3. Bostik may engage third parties in the performance of the Contract. It may also transfer rights and obligations arising from the Contract to third parties.

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

- 22.1. The General Terms and Conditions, all offers, Quotations and Contracts between the Purchaser and Bostik are governed by French law.
- 22.2. Any and all disputes ensuing from or relating to the General Terms and Conditions, offer, Quotations and/or the Contract between the Purchaser and Bostik will be submitted to the competent judge of the District Court of Nanterre (France).