



BKG GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL APPLICABILITY.

- 1.1 These General Terms and Conditions of Sale (these “**Terms and Conditions**”) set forth the general terms and conditions governing the purchase by buyer (together with its successors, heirs, Affiliates and subsidiaries, collectively, “**Buyer**”) of any Product (as defined below) from the selling entity affiliated with BK Giulini GmbH (together with its successors, heirs, Affiliates and subsidiaries, collectively, “**Seller**”). Each of Buyer and Seller is, individually, a “**Party**,” and collectively, the “**Parties**.”
- 1.2 By ordering, accepting delivery of, paying for or using any Products from Seller, Buyer agrees to accept and be legally bound by these Terms and Conditions. However, in the event that Buyer has entered into a written supply agreement, distribution agreement, or other related sales contract that has been executed by the authorized representatives of both, Buyer and Seller (each, a “**Sales Contract**”), that agreement shall supersede and shall override these Terms and Conditions to the extent of any conflict with these Terms and Conditions. Additionally, to the extent that specific provisions agreed upon in writing, and executed by the Parties’ authorized representatives, in any business forms used by the Parties for the purposes of ordering, invoicing and/or Order Confirmation, that specific provisions shall supersede and shall override these Terms and Conditions to the extent of any conflict with these Terms and Conditions. Absent such a Sales Contract, and/or that specific provisions, these Terms and Conditions, along with the provisions, if any, contained in the applicable Seller Order Confirmation or other electronic confirmation, constitute the final, entire and exclusive agreement between the Parties concerning Seller’s sale of the Product to Buyer. In particular, no course of prior dealings between the Parties and no usage of trade shall be relevant in determining the meanings of this Terms and Conditions.
- 1.3 Except as expressly provided above with respect to each Sales Contract and/or with respect to that particular and specific provisions agreed upon by the Parties in writing, these Terms and Conditions may not be amended except by a written instrument signed by authorized representatives of both Parties.
- 1.4 Subject to the restrictions in Section 1.3 above, the following order of precedence shall be followed in resolving any conflicts among the terms of any Agreement: (a) first, and most senior, each Sales Contract and/or that particular and specific provisions agreed upon in writing by the Parties in any business forms used by the Parties for the purposes of ordering, invoicing and/or Order Confirmation, and (b) second, the terms set forth in the body of these Terms and Conditions.
- 1.5 These Terms and Conditions are subject to prospective change by Seller, provided that the Terms and Conditions posted on any Seller’s website, portal, or online services (“**Website**”) at the time that Buyer places any Purchase Order, shall govern such Purchase Order in question. Buyer acknowledges and agrees that posting of revised versions of the Terms and Conditions on the Website is a sufficient notice of any modifications. Buyer should review these Terms and Conditions and other policies and notices prior to each time Buyer purchases any Product that is available through the Website or other electronic ordering means, and Buyer’s use of such Website or other electronic ordering means shall constitute acceptance of and agreement to the current version of the Terms and Conditions.

2. DEFINITIONS.

Capitalized terms used in these Terms and Conditions shall have the meanings given to them, including as specified below:

“**Action**” means any claim, demand, action, lawsuit, arbitration, mediation, litigation, audit, inquiry, investigation, or proceeding brought by or before, or that could be brought by or before, any competent court, proceeding, or other Governmental Authority.

“**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” means the possession of the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities

“**Agreement**” means, unless context otherwise requires, these Terms and Conditions, each applicable Sales Contract, Order Confirmation and/ or invoices issued hereof and thereof.

“**Confidential Information**” means all proprietary materials, data or other information constituting or otherwise regarding Seller’s know-how, trade secrets, other intellectual property rights, products, operations, processes, plans or intentions, product information, customers, market opportunities, business affairs, financial information, business information or objectives, that are customarily or reasonably considered to be confidential information by persons engaged in activities that are substantially similar to the activities being engaged in by Seller. Confidential Information does not include any information that is (i) already legitimately known to Buyer prior to the date of disclosure to Buyer, (ii) publicly known prior to or after disclosure other than through unauthorized acts or omissions of Buyer, (iii) disclosed in good faith to Buyer by a third party lawfully and contractually entitled to make such disclosure, or (iv) independently developed by or for Buyer without the use of any Confidential Information of Seller.

“**Contract Year**” means a 12-month period beginning on January 1 of each year and ending on December 31 of the same year; provided, however, that the first Contract Year of the Agreement shall be the execution date of the Agreement through December 31 of such year.

“**Cost**” means the direct and indirect costs and expenses for manufacturing or supplying the Product as reasonably determined by Seller in accordance with the applicable GAAP. Cost also includes energy costs and expenses, and other related manufacturing costs used to determine the sale price to any Buyer.

“**Governmental Authority**” means any federal, state, provincial, or local, or foreign or multinational government or political subdivision thereof, court, tribunal, legislative body, administrative agency or commission or other governmental or regulatory authority, body or instrumentality or arbitrator, public or private, whether domestic or foreign, including any securities exchange or any other self-regulated organization or quasi-governmental authority or any public international organization exercising similar power and authority.

“**Incoterms**” means the applicable Incoterms Edition, published by the International Chamber of Commerce as specified in the Agreement. If no reference is made in the Agreement to a specific Incoterms Edition, then the terms of Incoterms 2010 Edition shall apply.

“**Order Confirmation**” means a written confirmation issued by Seller to Buyer as a response to a Purchase Order, confirming the Products to be supplied by Seller pursuant to the Agreement.

“**Laws**” means all applicable laws (including common law), statutes, constitutions, rules, regulations, ordinances, codes, writs, directives, policies, guidelines, administrative interpretations, by-laws, rulings or treaties of any Governmental Authority and all applicable orders, in each case, that have binding legal effect.

“**Person**” means any individual, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, trust, estate, joint venture, unincorporated organization, or Governmental Authority.

“**Product**” means products or goods sold by Seller to Buyer pursuant to the Agreement.

“**Purchase Order**” means an order issued by Buyer to Seller for the supply of Products by Seller, including without limitation, requested quantities, their related prices, dates and terms of delivery, in compliance with the Agreement.

“**Representatives**” means, with respect to any Person, such Person’s directors, managers, officers, members, partners, employees, consultants, agents, attorneys, advisors, and other representatives acting on behalf of such Person.

“**Sanctioned Person**” means any Person subject to comprehensive export control, trade and economic sanctions, anti-boycott requirements or other restrictive measures or sanctions by any applicable jurisdiction

“**Taxes**” means any federal, state, provincial, local, or foreign tax, charge, duty or levy, including income, gross receipts, capital gains, license, payroll, employment, excise, margin, occupation, premium, stamp, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, escheat, abandoned or unclaimed property, property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, goods and services, harmonized sales, estimated or other tax of any kind whatsoever, imposed by any Governmental Authority, whether or not disputed, and including any installments in respect hereof and interest, penalty, or additions thereto.

3. ORDERING PROCEDURE.

- 3.1 Buyer shall deliver all Purchase Orders for the Product to Seller in writing, in accordance with Seller’s reasonable requirements, and shall provide Seller with no less than Seller’s minimum lead time for shipment for each Purchase Order.
- 3.2 Seller has the right, in its sole discretion, to accept or reject any Purchase Order. No Purchase Order (including any counteroffer or other offer) shall bind Seller, unless accepted and confirmed in writing (whether by written confirmation, invoice or other reasonably acceptable confirming means) and subject to the satisfactory establishment of Buyer’s credit worthiness, in Seller’s sole reasonable business judgment. Seller may send to Buyer an order acknowledgement confirming that it has received Buyer’s Order (an “**Order Acknowledgement**”). Such an Order Acknowledgement shall not under any circumstances be interpreted as an Order Confirmation for the purposes of this Section 3.2 and shall be sent for the sole purpose of confirming the Seller’s receipt of the Buyer’s Order.
- 3.3 Seller shall deliver the quantities of the Product ordered by Buyer in accordance with Section 3.1 and may suspend or limit quantities of the Product ordered by Buyer that are in excess of either, (a) the average monthly quantity of such Product, calculated on the immediately preceding rolling 12-month period; or (b) maximum estimated quantity in the current subject Contract Year, divided by, the number elapsed months in the current Contract Year (the amount so estimated, the “**Maximum Volume**”). For the avoidance of doubt and notwithstanding anything contained herein, Seller shall have no obligation in any Contract Year to supply to Buyer more than the Maximum Volume (as calculated on a monthly or yearly basis hereunder).

- 34 Buyer shall make commercially reasonable efforts to forecast its requirements for Product as accurately as possible. Buyer shall notify Seller, on a not less than annually basis, prior to the start of any Contract Year the total forecasted purchases of Product over the next 12-month period, broken down by month. Each forecast shall be considered non-binding good faith estimates for planning purposes only.
4. **PRICES; PAYMENT TERMS.**
- 4.1 With respect to each Product ordered by Buyer, the price payable by Buyer for the Product (the "Price") to be delivered, shall be set forth in either, the Sales Contract or such Order Acknowledgment issued pursuant to Section 3.
- 4.2 Unless agreed otherwise at any respective Sales Contract, during any Contract Year, Seller may adjust the pricing for the Product, the delivery point, any service allowances, and payment terms, in each case, by notifying Buyer in writing, 15-days prior to the effective date of such revised term.
- 4.3 Without limiting Section 4.2, during any Contract Year, if as a result of changes in market condition, changes in the Cost for the Product, or changes in applicable Taxes, the continued manufacture and supply of the Product becomes impractical or uneconomical (including as a result of any economic hardship), Seller shall have the option to either adjust the pricing for the Product relating to such changes or terminate the Agreement by notifying Buyer, in writing, 30-days prior to the effective date of such termination.
- 4.4 Any invoices issued to Buyer, and such invoiced amounts, whether or not disputed by Buyer, shall be due and payable in full to Seller within the time period specified in such invoice. In the event of an invoice dispute, Buyer shall deliver a written statement to Seller no later than 10 days prior to the date payment is due, listing all disputed items and providing a reasonably detailed description of each disputed item. Except for any disputed amounts, all amounts invoiced by Seller shall be deemed accepted and shall be paid in full within the time period specified in such invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Each Party shall continue its performance pending resolution of any good faith dispute, provided, that Buyer may not withhold and must pay disputed amounts.
- 4.5 Unless agreed otherwise in writing, all invoices shall be payable via wire transfer of immediately available funds into a bank designated by Seller to Buyer. Any changes to Seller's designated bank account must be (a) first, confirmed in a written instrument executed by a senior financial officer of Seller (e.g., chief financial officer, treasurer, controller, or director of accounting, as applicable) in writing, and (b) second, following such written confirmation, confirmed by Buyer with Seller pursuant to either a telephone conversation or video call with the known Seller's contact person. Any payment not made in accordance with these Terms and Conditions not alleviate Buyer's obligation to pay such invoiced amounts hereunder. If Buyer breaches this Section, Buyer shall bear any financial loss and all other consequences of such breach and shall indemnify Seller for such loss or damages incurred by Seller as a result thereof.
- 4.6 In the event Buyer fails to pay for any shipment of Product when such payment becomes due, pursuant to these Terms and Conditions or any such Agreement, which such non-payment constitutes a breach, in any material respect, of these Terms and Conditions, if, without prejudice to any other available right or remedy, Seller decides not to terminate the Agreement, Seller may: (a) terminate or suspend future deliveries of Product to Buyer, unless and until such payment breach is cured; and (b) in the event Buyer's financial worthiness becomes unsatisfactory to Seller, Seller may: (i) elect to withhold future shipments of Product until Buyer's financial credit worthiness has been established to Seller's reasonable satisfaction; (ii) require Buyer to make advanced payments as to future shipments; (iii) require other reasonable security for payment before future shipments of Product are provided to Buyer including without limitation, Buyer's financial statements for Seller's review, a letter of credit by an entity approved by Seller, or a payment guarantee by a parent or affiliate of Buyer; or (iv) demand return from Buyer of any Product for which payment has not been made. Buyer shall be liable under the aforesaid circumstances for any and all losses and damages Seller may suffer related thereto.
- 4.7 Without limiting Seller's rights and remedies hereunder, any invoices and invoiced amounts not paid by their respective due date shall bear interest at a rate per annum equal to 5% over the LIBOR interbank three-month rate (or the then-prevailing market convention for determining a rate of interest as a replacement to LIBOR) as published in "Financial Times" (London) on the date the payment was due and shall accrue from and including the date the relevant payment was due until but excluding the date that such amount (plus accrued interest) is received in full by Seller. In addition to Seller's rights in Section 4.6 above, in the event of non-payment, (a) Buyer shall pay to Seller, all reasonable costs and expenses (including reasonable attorneys' fees and expenses or other costs of collection); and (b) Seller may set off (including by set-off, offset, netting, or recoupment across or within each or all of any other commercial agreement among the Parties) any and all sums, amounts or other obligations owed by Buyer to Seller against any sums, amounts or other obligations owed by Seller to Buyer. For the avoidance of doubt, Buyer shall not be entitled nor have any right to offset or withhold any amounts owed (or to become due and owing) to Seller, against any other amount owed (or to become due and owing) to it by Seller, or as a result of any claim or allegation that payment has been made to a third-party claiming to be Seller.
- 4.8 The foregoing is in addition to, and not in limitation of, any other right or remedy available to Seller (including, without limitation, any right of setoff, offset, netting, or recoupment), whether arising under these Term and Conditions or any other agreement or under applicable Law, in equity, or otherwise.
- 4.9 Seller is under no obligation to provide Buyer with an electronic invoice. In the event that Buyer either penalizes Seller for not issuing an electronic invoice or charges a fee to Seller to be able to provide such electronic invoices, the Parties acknowledge and agree that such cost shall be passed on to Buyer and is not a component consider in Seller's pricing of the Product.
- 4.10 The Parties acknowledge and agree that the Price for the Product is net of all sales, use and transfer taxes, and other similar Taxes (excluding, for the avoidance of doubt, any net income taxes and, to the extent imposed in lieu of net income taxes, franchise, excise, or branch profits taxes) (collectively, "Buyer Taxes"). All Buyer Taxes (except for such charges which are within Seller's reasonable ability to lawfully avoid) now or hereafter imposed with respect to the Agreement (including on the sale of Products or remittance of funds in payment for Products hereunder) shall be paid by Buyer (to the extent that such Buyer Taxes are not already included in the Price calculation). If such Buyer Taxes required to be paid by Buyer hereunder are paid by Seller, Buyer shall reimburse Seller for such Buyer Taxes within 10-days of receipt of written notice from Seller.
5. **DELIVERY; INSPECTION.**
- 5.1 Delivery of Product shall be made in accordance with the Incoterms, when the Product leaves Seller's shipping dock. Each shipment will constitute a separate sale and Buyer shall pay for the Products shipped, in accordance with the payment terms specified in Section 4.4, whether such shipment is in whole or partial fulfillment of an Order Confirmation.
- 5.2 Seller shall not be responsible for any failure or delay of any Product to be delivered to Buyer's facility under the Agreement. Seller's responsibility for delivering the Product shall be limited to the location specified in the Agreement and shall not be obligated to tender delivery of any quantities for which Buyer has not provided reasonable and specific shipping instructions for such Product. In the event that Buyer fails or refuses to accept delivery of Product following arrival of Product to Buyer, Buyer shall indemnify Seller with respect to any and all fees, costs and expenses attributable to such delay, and Seller may (a) exercise its termination rights, with respect to not yet delivered quantities of Product pursuant to a confirmed Purchase Order; (b) store such Product, at Buyer's expense; or (c) sell such Product, with all proceeds from such sale being applied to any indebtedness owed to Seller from Buyer, provided, however, that Seller reserves the right to seek a judgment against Buyer for any deficiency remaining on account after the conclusion of such sale, and, to the extent that such sale generates proceeds in excess of Buyer's total indebtedness to Seller, such excess proceeds will be remitted to Buyer.
- 5.3 Buyer shall inspect any Product delivered upon receipt and, no later than 30 days after delivery to Buyer (or 60 days after delivery, if such damage, loss or other failure cannot be reasonably discussed within such period, provided, that Buyer uses diligent efforts to inspect and examine such delivered Product), notify Seller of any damage, loss, or other failure to meet the order quantity or any failure to comply with the Specifications for the Products (the Product that is the subject of any such failure, a "Non-Conforming Product"). If Buyer has not notified Seller that any Products fail to meet the specifications within such 30/60-day period, as applicable, the Products shall be deemed to have met the specifications. In the event any Products sold to Buyer by Seller hereunder fail to comply with the specifications or are otherwise Non-Conforming Products and Seller is notified of such failure within the required 30/60-day period, as applicable, Seller shall, in its sole discretion, either: (a) replace such Non-Conforming Product; (b) issue a product credit of the Price paid to Seller for such Non-Conforming Product, plus, the reasonable and documented transportation costs and expense incurred by Buyer attributable to delivery of such Non-Conforming Product to Buyer.
- 5.4 Notwithstanding Section 5.3, Seller shall in any case not be liable to Buyer for any non-conformity, (a) unless it was provided the opportunity to independently inspect and examine such Non-Conforming Products, (b) if it is reasonably determined that Buyer made further use of such Non-Conforming Products after providing notice to Seller, (c) if the alleged non-conformity is the result of misuse or mishandling, or (d) if such non-conformity is the result of Buyer's alteration or repair of such Product.
- 5.5 Any dispute as to whether any Product delivered does not meet the applicable specifications shall be determined by an independent laboratory appointed by both Parties as mutually agreed by the Parties (such agreement not to be unreasonably withheld, conditioned or delayed), and such laboratory shall be appointed no later than 15 business days after the expiry of the applicable 30-day inspection period (or 60-day inspection period, where applicable) above. The laboratory shall examine representative samples taken from Seller and Buyer, consider their submissions and make a final and binding decision. If the independent laboratory determines that the Product does not conform to the specifications, the laboratory's fees shall be borne by Seller. If the independent laboratory determines that the Product does conform to the specifications, the independent laboratory's fees shall be borne by Buyer, and in such event, Buyer shall have the option to either retain (and pay for) such Products or have such Products replaced by Seller (and Buyer shall pay for both the original and replacement deliveries). The remedies provided in this Section 5.5 are not intended to limit any other remedies Buyer may have under these Terms and Conditions or pursuant to Law.

6. QUANTITY; WEIGHT; ANALYSIS.

61 Unless otherwise agreed to in a Sales Contract, if Seller delivers a quantity of Product of up to 10%, more or less, than the quantity to be delivered under an applicable Purchase Order, Buyer shall not be entitled to object to or reject such Product, in whole or in part, in respect of such surplus or shortfall, and shall nevertheless pay for such delivered Product, on a pro-rata basis, in compliance with Section 4.4.

62 Seller may take, retain and store sample of the Product at the time of pre-shipment analysis, in accordance with industry practice, to determine compliance with respect to the current specification for the Product, quantity and weight for the Product, attributable to each Purchase Order. Seller's pre-shipment analysis shall be conclusive proof of conformity to such specifications and determinative of delivered quantities and weights, in each case for all purposes.

7. OWNERSHIP AND PASSAGE OF TITLE.

Unless otherwise provided herein, title to the Products shall pass from Seller to Buyer when Seller has received payment in full. Until full payment is received by Seller, Buyer and its Representatives and other third Persons hold the Product as bailees only. On breach of any payment terms, Buyer on its own behalf and on behalf of its Representatives and other third Persons authorizes Seller to enter any premises and retake possession of the Product, after Seller provides 7 business days written notice to Buyer of Seller's intention to do so. Risk of loss, damage and contamination for the Product shall pass from Seller to Buyer in accordance with the applicable Incoterms.

8. FORCE MAJEURE.

The obligations of Seller or Buyer hereunder shall be suspended during the period and to the extent that Seller is prevented or hindered from performance hereunder, or Buyer is prevented or hindered from purchasing and receiving Products hereunder, due to any causes beyond such Party's reasonable control, (such causes, "Force Majeure Events"), including without limitation: (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) Laws, (v) embargoes or blockades in effect on or after the date of the Agreement, (vi) action by any Governmental Authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) a pandemic, or (x) shortage of adequate power or transportation facilities. For clarity and for the avoidance of doubt, the economic hardship of either Party shall not constitute a Force Majeure Event. The Party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other Party stating the date and extent of such suspension and the cause thereof and shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither Buyer nor Seller shall be liable for the nonperformance or delay in performance of such Party's obligations under the Agreement (other than Buyer's payment obligations) when such failure is due to a Force Majeure Event. Any Party whose performance has not been hindered by the Force Majeure Event, shall have the right, if such Party has not received a notice of cessation of the Force Majeure Event within 60 days of the beginning date of such event, either immediately or at any time while the Force Majeure Event is continuing, to terminate the Agreement effective as of the date specified in the notice of termination. In the event that Seller suffers any Force Majeure Event, it may, in its sole discretion, suspend or cancel all or any part of any delivery under the Agreement, allocate its available supply of Product, or other goods or materials (without being obligated to acquire additional supplies of Product, or other goods or materials or by locating and contracting with other Persons for the sale of Product, or other goods or new suppliers of raw materials) among itself, its Affiliates and its purchasers. A Force Majeure Event shall not exempt either Party from its obligation to make payments according to the terms of the Agreement.

9. WARRANTIES; DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY.

91 Seller warrants solely to Buyer that, as of the shipment date, all Product supplied hereunder shall comply with Seller's current Product specification.

92 EXCEPT AS SET FORTH IN SECTION 9.1, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING WITH RESPECT TO THE PRODUCTS), AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing in any manner, Seller assumes no liability for any technical advice given to Buyer or the results obtained there from, nor does Seller assume any liability for tariff code classification information provided by Seller to Buyer, all such advice being given and accepted at Buyer's sole risk. Buyer's sole remedies for failure by or on behalf of Seller to provide Product in the manner and quality required by the Agreement shall be the remedies set forth in Section 5.3, unless any such failure arises out of or results from any gross negligence, willful misconduct, or fraud of Seller or any of its Affiliates or any of their respective Representatives, in which event, nothing contained in this sentence shall limit any of Buyer's rights or remedies hereunder or under applicable Law or otherwise.

93 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS OR THE AGREEMENT, SELLER'S AND ITS AFFILIATES' TOTAL, AGGREGATE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THESE TERMS AND CONDITIONS, THE AGREEMENT OR OTHER AGREEMENT HEREUNDER, FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT,

NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CAUSE ACTUALLY RECEIVED BY SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, DATA, OR REVENUE, OR BUSINESS INTERRUPTION, OF ANY KIND IN CONNECTION WITH THE AGREEMENT, EVEN IF SUCH PARTY OR AFFILIATE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING TO RELY ON SUCH LIMITATION (OR ITS AFFILIATES) CAUSED SUCH DAMAGES AND EXCEPT WITH RESPECT TO SECTION 14.1, IN WHICH CASES SUCH EXCLUSION SHALL NOT APPLY. THE IMMEDIATELY PRECEDING SENTENCE SHALL NOT APPLY TO LOSSES PAID OR PAYABLE TO A THIRD PARTY IN CONNECTION WITH A THIRD-PARTY CLAIM WHICH IS THE SUBJECT OF AN INDEMNIFICATION OBLIGATION UNDER SECTION 10. THIS SECTION 9.3 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY HEREIN OR ANY PROVISION OF THE AGREEMENT.

10. INDEMNITY.

Buyer agrees to indemnify, hold harmless and forever discharge and defend Seller its successors and assigns and its members, subsidiaries and Affiliates and their respective Representatives, (collectively, the "Seller Parties") from and against any and all liabilities, losses, damages (including damages to property and injuries or death of persons, including consequential damages, and specifically including both compensatory and punitive damages), payments, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") (whether or not in connection with a third party claim) relating to or arising in any manner from: (i) the receipt, handling, storage, processing, or use of Product occurring while the Product is in the possession or control of Buyer or any third parties to whom Buyer sells, distributes, transfers or otherwise supplies, directly or indirectly, Product supplied to Buyer pursuant to the Agreement, (ii) Buyer's implementation of any technical advice, other advice or recommendations provided to Buyer by Seller regarding the transportation, handling, storage, loading, unloading or use of Product, (iii) the sale, supply, delivery, or purchase of Product pursuant to the Agreement, (iv) Buyer's breach of the Agreement, negligence or willful misconduct, or (v) any Action alleging any liability arising under or pursuant to any Laws relating to protection of human health (including failure to warn of such exposure) or the environment, or any clean-up response, removal or remediation required by a Governmental Authority related to any environmental condition affecting the air, soil, surface waters, ground waters or streams.

11. COMPLIANCE WITH LAWS AND POLICIES.

111 Buyer shall, and shall require its Affiliates and its Representatives at all tiers, to comply with all Laws in connection with its performance under the Agreement, including but not limited to Laws pertaining to the protection of the environment, health and safety.

112 Seller has adopted a code of ethics, which is available upon request and may be found on Seller's global website at [Terms | BK Giuliani](#) or such other locations as prominently displayed on such website ("Code of Ethics"). Buyer shall undertake to conform its performance with the standards and expectations provided in the Code of Ethics in all matters relating to its commercial relationship with Seller, its Affiliates and its Representatives.

113 Buyer shall comply with all applicable Laws relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator). In particular, (a) Buyer confirms to Seller that it is not a Sanctioned Person, (b) that the Product sold hereunder is not intended (i) for supply to any Sanctioned Persons, (ii) for use in the production of goods to be directly or indirectly supplied exclusively or predominantly to any Sanctioned Persons, or (iii) for any other purpose in violation of foreign trade controls; (c) Buyer shall not deal, or cause Seller to deal, directly or indirectly, with any Person in respect of transactions prohibited by foreign trade controls or which could damage Seller's commercial or other reputation interest, even if not in violation of any foreign trade controls. and (d) Buyer shall not will not give, promise or attempt to give or approve the giving of anything of value to any Person, for illegal purposes or for improperly obtaining or retaining business. Buyer shall maintain adequate records in order to verify its compliance with the provisions under this Section 11, and it shall permit Seller to audit such records if Seller has a bona fide belief that Buyer is in breach of these provisions or in case of any investigation by or allegation from any applicable public authority regarding potential violations of relevant laws involving these matters. Parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation. If Buyer breaches any of its obligations or representations in this Section, Seller may terminate the Agreement with immediate effect without incurring any liability.

114 Buyer shall promptly notify and report to Seller any suspected non-compliance, with respect to Sections 11.1 through 11.4. For the avoidance of doubt, Buyer shall be fully responsible and liable for activity performed or undertaken by any Representative, Affiliate or its and their respective Representatives, delegate or subcontractor, and any act or omission, including a violation of the matters set forth in Sections 11.1 through 11.4 by any such Person in connection with such activity shall be deemed to be an act or omission of Buyer.

12. CYBERSECURITY; DATA PRIVACY.

121 At all times, Buyer shall be in material compliance with all (i) applicable Laws (including U.S. Federal Acquisition Regulations (FAR) clause 52.204-21 (where applicable), and the European

Union Regulation 2016/679 (General Data Protection Regulation), where applicable) governing the data security, data privacy, or the collection, use, storage, processing, transfer or disclosure of personally identifiable information or other Seller confidential data and (ii) current public-facing website privacy policies published by Buyer. Buyer shall employ industry-standard controls for the protection of personally identifiable information, including in the selection and oversight of third parties provided with or provided access to personally identifiable information.

12.2 At all times, Buyer shall implement, use and maintain appropriate administrative, physical, and technical safeguards to prevent any unauthorized access, use, storage, disclosure, processing, transfer, collection, modification, destruction or other compromising event, relating to any Seller information or interference with system operations in an information system, which Seller has access to, is integrated in or contains Seller information reasonably expected to be kept confidential, including as required under applicable Law. Buyer agrees to notify Seller of any attempted or successful unauthorized events set forth in the immediately preceding sentence (each, a "Security Incident") not permitted under the applicable Agreement. Inconsequential incidents that occur on a daily basis, such as scans or pings on Buyer's networks or servers containing such information or data, are unsuccessful Security Incidents and shall not be considered a Security Incident subject to reporting, unless so required by applicable Law. In the event of a Security Incident resulting in any acquisition, access, use or disclosure of Seller information which compromises the privacy and security of such information (each, a "Breach"), Buyer shall provide written notice to Seller within 3 business days and shall include, to the extent possible, information a detailed summary of the Security Incident and summary of the results. In addition to such notice, Buyer shall report any successful unauthorized interference with system operations in Buyer's information system containing Seller confidential data or any personally identifiable information of which Buyer becomes aware. Such reports shall be provided within 10 business days of when Buyer becomes aware of the incident. Buyer shall continue to provide Seller information concerning any Security Incident, including any Breach as it becomes available to it.

13. TERMINATION; REMEDIES.

Without limiting Seller's rights and remedies hereunder, the Agreement may be terminated by Seller upon written notice to Buyer in the event that: (a) Buyer commits a breach, in any material respect, of any of the terms and conditions of the Agreement applicable to it and, if such breach is capable of being cured, fails to cure such breach within 14 calendar days (or, if it is a payment-related breach, 5 business days) after receipt of written notice from Seller specifying such breach (or 45-days if such longer period of time is reasonably required to cure such breach, provided that Buyer is using diligent efforts to promptly remedy the breach); (b) a court or Governmental Authority of competent jurisdiction enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to Buyer or with respect to a substantial part of its property, or if an order for relief is entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency Law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Buyer, or if any petition for any such relief is filed against Buyer and such petition is not dismissed within 60 days; or (c) any Buyer change of control transaction, involving the (i) acquisition or transfer by any Person (including an Affiliate) of more than 50% of the voting securities of Buyer, including any such acquisition way of a merger, consolidation or reorganization (including pursuant to applicable bankruptcy Law), or series of such related transactions, involving Buyer; or (ii) a merger, sale, assignment or other transfer of all or substantially all of Buyer's assets. For purposes of this definition, "control" means the possession of the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

14. CONFIDENTIALITY INFORMATION; SECURITIES LAWS; INTELLECTUAL PROPERTY.

14.1 Buyer shall not use or disclose to third parties any Confidential Information of Seller, except that such information may be (i) disclosed to Governmental Authorities where such Confidential Information may be required to be included in filings, submissions and communications with Governmental Authorities, (ii) provided to Buyer's Representatives under appropriate terms and conditions including confidentiality provisions substantially equivalent or similar to, or more stringent than, those in the Agreement, for the purpose of such Party performing its obligations, and exercising its rights, under the Agreement, or (iii) disclosed to the extent required by Law or as ordered by a court, regulatory body or other Governmental Authorities having competent jurisdiction that is asserting a right to obtain such information. In the case of a required disclosure under the foregoing Section 14.1(iii), Buyer shall promptly notify Seller and shall provide reasonable assistance, if reasonably requested by, and at the sole cost and expense of, and to assist in Seller's attempts to prevent or limit the compelled disclosure. If the disclosure has not been prevented or limited, only such portion of the Confidential Information as specifically required shall be disclosed.

14.2 Buyer acknowledges and agrees that it is aware that: (a) the Confidential Information may contain material, non-public information regarding BK Giulini GmbH and/or its Affiliates ("Insider Information") and (b) the U.S. or Israeli securities Laws prohibit any Persons who have material, non-public information concerning BK Giulini GmbH and/or its Affiliates from purchasing or selling securities of the BK Giulini GmbH or from communicating such information to any Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities in reliance upon such information. Accordingly, Buyer further acknowledges and agrees (x) to maintain all Confidential Information and material non-public information of the BK Giulini GmbH and/or its Affiliates; (y) abide by all Laws relating to the handling of and acting

upon Insider Information (including trading (directly or indirectly) while in possession of Insider Information or disclosing or utilizing Insider Information in connection with the purchase or sale of securities; and (z) shall not, and shall use its best efforts to ensure that its Affiliates (and any Person acting on their behalf or in concert with them) shall not, trade in the securities of the BK Giulini GmbH on the basis of, or if and while it or its Representatives are in possession of Insider Information until such time as BK Giulini GmbH has publicly disclosed such information. Seller may be required by applicable Governmental Authority, under applicable Law or any applicable listing agreement with, or rules and regulations of, an applicable securities exchange (including any disclosure requirement pursuant to the U.S. or Israeli securities regulations in connection with any offering or otherwise), the nature and existence of any Agreement among the Parties.

14.3 Buyer acknowledges and agrees that nothing in these Terms and Conditions shall be construed to grant Buyer any right, title or license to any patents, trade secrets, know-how, trademarks or other intellectual property rights with respect to the Product supplied hereunder. Buyer represents, warrants and covenants that it shall not copy, modify, reverse engineer, decompile, enhance, or make any derivative works of the Product, nor shall it copy, modify, translate or create any derivative work relating to or concerning the Product's documentation or materials. Buyer shall not use any of Seller's trademarks, service marks or trade names without the prior consent of Seller, in writing signed by an authorized representative of Seller.

15. PRODUCT REGULATIONS.

15.1 Buyer hereby acknowledges that some of Seller's Products are subject to various Laws and that the Products are labeled for end-use within the jurisdiction in which the Products are delivered to Buyer. In the event Buyer exports or otherwise ships or sells the Product outside of the jurisdiction of delivery, then Buyer shall be solely responsible for complying with all applicable Laws, related costs, expenses, and Taxes.

15.2 If by reason of any regulatory change, any quantity of product becomes subject to further restrictions, that may result in a voluntary or mandatory recall, warning, field correction or withdrawal of any such quantity of product, which is materially attributable to the Product, Seller will give Buyer written notice within a commercially reasonable time after initiating such recall. In such cases, the Parties shall discuss in good faith the consequences in accordance with the terms of the Agreement.

15.3 In the event of voluntary or mandatory recall, warning, field correction or withdrawal of product which is not materially attributable to Product, Buyer agrees that it will assume risk of loss and will, in addition to its obligations under Section 10, indemnify and hold Seller, its Affiliates and its and their Representatives harmless and forever discharge and defend from any and all Losses directly or indirectly arising from or incidental to any such recall of product.

15.4 Without limiting any obligations under this Section 15, each Party shall disclose to the other Party all regulatory notices or recalls which relate to the Product or other product attributable to the Product, within 7 business days of receipt of such notice or recall.

16. RESPONSIBLE PRACTICES.

16.1 Buyer acknowledges that Seller has furnished or made available, or shall furnish or make available upon request, product literature or information, such as Safety Data Sheets, Product Data Sheets, and labels that include warnings, safety and health information related to the Product being furnished hereunder, and further acknowledges that Product supplied by Seller may be hazardous. Buyer shall: (a) familiarize itself with all such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Product, including, without limitation, special care and practices relating to Buyer's use of and hazardous nature of the Product; (c) fully and adequately instruct and inform its Representatives and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the Product furnished hereunder (including, without limitation, information contained in Seller's most current Safety Data Sheets or Product Data Sheets); and (d) comply with applicable Laws pertaining to the protection of the environment, health and safety and take action necessary to avoid spills or other dangers to Persons, property or the environment.

16.2 If the Product is further processed, mixed or incorporated into another product, Buyer understands and is fully informed of the wastes resulting from or related to the Product or its by-products. Buyer shall likewise disseminate appropriate health and safety information of the Product, its relevant by-products or wastes to all Persons that Buyer reasonably foresees may be exposed. Buyer covenants to manage and dispose of the wastes in a way that satisfies all mandatory requirements under applicable Laws.

16.3 In the event the Product is intended for professional use only, Buyer represents and warrants to Seller that Buyer is a professional user (or if Buyer is a reseller, that the end user shall be a professional user) experienced and knowledgeable regarding how to properly and safely handle, store, dispose of, and use such Product. Buyer shall indemnify, defend and hold Seller and its Representatives harmless against any and all third-party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of Buyer's failure to comply with any of its commitments, representations and/or warranties under this paragraph.

17. RETURNABLE EQUIPMENT AND CONTAINERS.

171 To the extent applicable, any equipment or containers (including tank cars or rail cards) which are returnable, whether owned or leased by and made available to Buyer, for the delivery of the Product, shall remain the personal property of Seller, and shall be emptied following arrival to Buyer and shall be cleaned, in a suitable and immediately reusable condition in prompt manner, but in no event longer than 24-hours following its arrival to Buyer. Return of such equipment and containers, shall be at Buyer's sole cost and expense, including freight costs, no later than 30-days following placement with the outbound carrier.

172 With respect to Section 17.1, Seller may, in its sole discretion, require Buyer provide it shall reasonable security, including a fee deposit relating to such equipment and containers, which shall be returned to Buyer, upon return of such equipment and containers in a condition reasonable acceptable to Seller, and in compliance with this Section 17. In the event that the equipment or containers are not returned in compliance with this Section 17, Seller may elect to withhold such prior deposit and apply such amount bring such equipment or containers into compliance. For the avoidance of doubt, if any amount required to bring such equipment or containers into compliance, exceeds the amount previously deposited, Seller may seek additional consideration from Buyer to make itself whole.

173 Without limiting any of the foregoing, Buyer acknowledges and agrees that it shall not use any returnable equipment or containers, other than for reasonable storage of the Product original delivered, in any manner that is not consistent with the Agreement or generally accepted industry best practices. At all times following arrival to Buyer, Buyer shall be responsible for any and all liabilities, losses, damages to or the destruction of any returnable equipment or containers until such equipment or containers are returned to Seller's shipping location, ordinary wear and tear, in normal operation excepted. Without limiting any other amounts due to Seller from Buyer for any other non-compliance under this Section 17, in the event Buyer fails to deliver such equipment or containers within the time period specified above, Buyer agrees to pay Seller for each individual item of equipment and container, per calendar day, at rate of EUR (€) 50, shall accrue from and including the date the item of equipment or container was due until but excluding the date that such item of equipment or container is received by Seller.

18. GOVERNING LAW; JURISDICTION; JURY TRIAL WAIVER.

18.1 These Terms and Conditions and all claims arising out of or relating to these Terms and Conditions and the transactions contemplated hereby, shall be governed by the Laws of Seller's principal place of business without giving effect to any choice or conflict of law provision or rule (whether of Seller's principal place of business or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the Laws of Seller's principal place of business.

18.2 Each of the Parties irrevocably submits to the exclusive jurisdiction of the courts located in the jurisdiction where either at the Seller's discretion (a) Seller's principal place of business or (b) Seller's registered office, is located for the purpose of any Action, whether in law or in equity, whether based on contract, tort or otherwise, arising out of or relating to these Terms and Conditions or any transaction contemplated hereby (and agrees not to commence or support any Person in any such Action relating hereto except in such courts). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Action, of any kind or description, whether in law or in equity, whether based on contract, tort or otherwise, arising out of or relating to these Terms and Conditions or the transactions contemplated hereby in the courts located in the jurisdiction where either (a) Seller's principal place of business or (b) Seller's registered office is located, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity. The United Nations Convention of Contracts for the International Sale of Goods is disclaimed and shall have no application to these Terms and Conditions.

18.3 EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER IN LAW OR IN EQUITY, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE TRANSACTIONS CONTEMPLATED BY THESE TERMS AND CONDITIONS OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

19. BINDING EFFECT; BENEFIT ASSIGNMENT.

These Terms and Conditions shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No other Person that is not a Party shall be entitled to the benefits of these Terms and Conditions. Neither these Terms and Conditions, nor any of the rights, interests or obligations hereunder, shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned, or delayed), and any attempted assignment or other transfer, without such consent, shall be null and void; *provided*, however, that Seller may, without Buyer's prior written consent, assign and otherwise transfer the Agreement to (a) any of its Affiliates (including, for clarity, current and future Affiliates) by providing written notice to Buyer; and (b) to a successor in interest, or to any other third party in connection with any receivables assignment, or a merger, sale of all or substantially all of Seller's assets to which the Agreement relates, a stock sale of Seller, or a change of control of Seller. For the clarity and the avoidance of doubt, any indirect or direct change of control with respect to Buyer shall be

considered an assignment for purposes of this Section 19.

20. EXTENSION; WAIVER.

Subject to the express limitations herein, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any breach of any of the representations and warranties herein by the other Party or (c) waive compliance with any of the covenants or the satisfaction of any of the conditions herein. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by or on behalf of such Party. No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed as a waiver of, or acquiescence in, any breach of any representation or warranty, compliance with any covenant or satisfaction of any condition herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

21. SEVERABILITY.

If any provision or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of these Terms and Conditions, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

22. SURVIVAL.

The representations and warranties of the Parties, accrued payment obligations (whether or not yet due), Tax obligations, indemnification obligations, limitations of liability, confidentiality obligations, and environmental obligations and any other covenants, terms and conditions set forth herein that are intended or by their terms have effect after the termination of the Agreement, shall survive termination of the Agreement.

23. NOTICES.

All notices or other communications that are required or permitted to be given pursuant these Terms and Conditions shall be in writing and shall be deemed to have been delivered if (a) personally delivered, (b) mailed, certified or registered mail postage prepaid, when received, (c) sent by a nationally recognized next-day or overnight courier, shipping prepaid, when received, or (d) sent by e-mail transmission, when confirmed received, at the addresses and to the designated persons identified by each Party or such other addresses persons designated by each such Party.

24. CONTROLLING LANGUAGE; ADDITIONAL TERMS.

24.1 These Terms and Conditions are provided in the English-language and may be found on Seller's global website [Terms | BK Giuliani](#) with all texts being equally as authentic. Upon the request of Buyer, and at its sole cost and expense, Seller may provide other language translations of these Terms and Conditions. In the event of a dispute relating to the interpretation, the English text shall prevail for all purposes.

24.2 In connection with any Agreement among the Parties involving a commitment to purchase a percentage of Buyer's Product requirements, the following descriptive terms are not material to the Products, but merely illustrative of Buyer's then-current requirements, including without limitation, Product-grade, specifications, concentrations, sizing and quality. In the event that Buyer desires to change or modify the then-current requirements mentioned herein, Buyer shall notify Seller in writing, not less than 15-days prior to the desired effective date of such requested change or modification; provided, however, that for the avoidance of doubt, this restriction shall not impact Product supplied to Buyer prior to the effective date of such request. All committed volumes shall be modified to include such modified requirements, subject to Seller's adjustments to such pricing of such Product subject to Buyer's request herein.