

GENERAL TERMS AND CONDITIONS OF SALE (September 2023 edition)

These General Terms and Conditions of Sale ("GTC") apply to any sale and delivery of products and services (together the "Products") by KPI Netherlands BV, or any of its affiliates, (KPI Global Limited, KPI Global limited Ningbo Ref office) with registered offices in the Netherlands, China and Hong Kong SAR (hereinafter "KPI") to its customers (hereinafter individually the "Customer" and together an integral part of each transaction between KPI and its Customer ("the Contract").

These GTC constitute the sole agreement between KPI and its Customer (hereinafter collectively referred to as the "Parties"). The Customer represents that it has full knowledge and understanding of these GTC and acknowledges having accepted them without restriction or reservation, after having been able to negotiate them with KPI. The Customer acknowledges with all necessary advice and information the adequacy of the Products and these GTC and that it has accepted these GTC to its needs and confirms that it has used a purchase order with full knowledge and understanding of these GTC.

Notwithstanding any other provisions in any Order or agreements between the Customer and KPI, any Order issued by the Customer or any acceptance by the Customer of an offer of sale from KPI constitutes the Customer's express acceptance of these GTC and waiver of any right the Customer may have to enforce its own general conditions or any other terms or conditions that are inconsistent with these GTC.

Failure by KPI to enforce at any time any provision of these GTC shall not be construed as a waiver of KPI's right to act or to enforce any such term or condition and KPI's rights shall not be affected by any delay, failure or omission to enforce any such provisions.

1. Finalization of the contract

Orders are binding upon KPI only once they are accepted by KPI in writing (the "Order"). All sales of Products are final and, unless otherwise set forth herein, the Products may not be exchanged or returned for a refund. Orders issued by the Customer are subject to the prior written acceptance of KPI. Under no circumstances does the commencement of performance of KPI of the Customer's Order constitute tacit acceptance of the terms of such Order. Unless otherwise provided hereinafter, the Customer cannot cancel an accepted Order.

Information, specifications and pricing in KPI's catalogues and/or documentation, including any quotation, are provided for information purposes only. KPI shall only be bound by information, specifications and pricing set out in the Customer's Order as accepted in writing by KPI.

Unless otherwise provided in KPI's written acceptance of the Order, the studies, testing and marketing materials and recommendations provided to the Customer shall not be incorporated by reference into the Order. It is the sole responsibility of the Customer to verify for itself by carrying out appropriate tests if necessary, in order to ensure, prior to design and manufacture of the Product or performance of the service, that the Product is compatible with its intended use.

Unless otherwise agreed between the Parties, the Customer shall be solely responsible for obtaining, in a timely manner, any permits, authorizations or other legal requirements required for, inter alia, import control, exchange control of the Products into the country of delivery or payment of the Products sold, and by the Customer shall inform KPI in writing upon receipt or performance of such permits, authorizations or other legal requirements no later than upon issuing the Order.

2. Tooling – Components

2.1 Tooling. Unless otherwise provided in KPI's written acceptance of the Order, the tools (including, but not limited to, equipment, machines, molds and prototypes, (collectively "Tooling") shall remain the property of KPI as an integral part of its means of production and its intellectual property, even in the event of Customer's financial contribution and/or Customer's participation to the development of the Product. The Customer shall be responsible for the cost of the Tooling, whichever the earlier, KPI shall be at liberty to destroy, in any event (i) result in the transfer of ownership of such Tooling to the Customer, (ii) authorize the Customer to request transfer of such Tooling to another supplier without KPI's prior written consent, or (iii) restrict the production by KPI of products using such Tooling for other customers. The Tooling shall be marked with only the name of KPI.

Notwithstanding the foregoing, it may be agreed in writing by the Parties that, when Tooling is supplied by a Customer or is exclusively manufactured for a Customer and the cost of the Tooling is fully borne by the Customer, such Tooling shall belong to such Customer ("Customer Tooling"). In such circumstances, all costs and expenses (including, but not limited to, development, repairs, modifications and restorations, duties and taxes) shall be borne by the Customer and shall be re-invoiced to the Customer if necessary. Such Customer Tooling shall be kept in KPI's premises and KPI will maintain such Customer Tooling in normal working condition with respect to its service life and specific characteristics as provided for and agreed in writing by the Parties at the time of its delivery by or for the Customer.

Such Customer Tooling must be properly insured by the Customer against damage or destruction. The Customer waives all right and recourse against KPI and its insurers on such basis and shall require its insurers to waive rights of recourse against KPI, except if the Parties agree in writing that, for any specific Order, such Customer Tooling is to be insured by KPI.

Customer Tooling shall be returned at the expiration of the Order related to the applicable Products, upon the Customer's written request, with all associated costs paid by the Customer and the delivery of such Customer Tooling shall only be made after payment by the Customer of all amounts due to KPI. Should the Customer fail to request return of the Customer Tooling or should such Customer Tooling not be used during a continued three (3) year period since the last use of the Customer Tooling by the Customer or if the Customer Tooling has been subject to a minimum of 500 thousand (500 000) shots or other use, the Customer, whichever the earlier, KPI shall be at liberty to destroy, in such Customer Tooling at Customer's costs, subject to prior notification to the Customer. Upon receipt of such notification, Customer shall have a five (5) calendar day period to request return of Customer Tooling at its costs and risks.

2.2 Components and raw materials. Components, substances, formulae, ingredients, fragrance and raw materials (collectively the "Components") required for the manufacture of Products shall be procured as follows, as shall be set forth in KPI's written confirmation of the Order (i) placed at KPI's disposition by the Customer, in which case they shall be under KPI's custody until Product delivery and KPI shall be in charge of the corresponding waste disposal, or (ii) procured by KPI from independent third party suppliers selected by KPI or as instructed by Customer, in which occurrence they shall be included in the definition of Products for the purposes hereof.

3. Delivery

Delivery dates and deadlines indicated by KPI in its written acceptance of the applicable Order shall be indicative. Delays with respect to any such delivery dates or deadlines shall not provide the Customer with any rights of cancellation or termination of the Order, nor compensation, damages or penalties. Delivery dates and deadlines shall be automatically extended in the event of a delay that is due to force majeure under the provisions of Article 7, as well as in the event of a delay that is attributable to the Customer, including, but not limited to late payment by the Customer as provided in Article 4.2.

With regard to Products not produced by KPI itself, the obligation to deliver shall furthermore be subject to KPI's receipt of Products from its suppliers or subcontractors.

Unless otherwise provided in the written acceptance of the Order, KPI reserves the right to require the Customer to accept delivery of all Products under one Order in a single delivery.

Unless otherwise provided in KPI's written acceptance of the Order, the Products shall be delivered in accordance with the regulations applicable in the country of manufacture of the Products on the date of KPI's written acceptance of the Order in packaging that is customary in the industry sector of KPI. KPI shall not be liable for any damage due to packaging specifically requested or accepted by the Customer or if special conditions of carriage/transportation have not been previously requested by the Customer to KPI and agreed to by KPI in writing.

The Customer shall not alter or modify, in whole or in part, the packaging, its markings and figures included thereon, or the formulae, Components or contents of the KPI Products as they exist at the time of delivery and shall not use any Products that may have undergone such alteration or modification.

Unless otherwise agreed upon by the Parties in writing and notwithstanding the retention of title pursuant to Article 5, the costs and risks relating to the Products (including the risk of loss or destruction) shall be transferred to the Customer in accordance with the Incoterms indicated in the Order, or, in the absence of an Incoterms in the Order, "Ex Works" (ICC Incoterms 2020).

In the event of application of the Ex Works Incoterms and if the Customer fails to take delivery of the Products on the agreed delivery date, KPI shall invoice the Customer. To the extent that the Customer is not responsible for the delay, KPI shall be entitled to claim compensation from the Customer for the Products until the actual date of delivery of the Products to the Customer. The Customer shall, without protest pay such invoices in accordance with the timeline mentioned on them.

The Customer shall notify KPI without delay by registered letter with acknowledgment of receipt, of any material or legal action (including but not limited to any seizure made by a third party) that may affect the retention of title as described in article 5.

If the Products are subject to export restrictions (legal, regulatory or contractual), the Customer hereby undertakes not to sell, lend or deliver to any party whatsoever, under any circumstances whatsoever, with or without remuneration, on a permanent or temporary basis, the Products (including supplies and replacement parts delivered under the warranty), documentation, specifications and information of any kind associated with the Products, without the prior written consent of KPI and/or the competent authorities concerned.

4. Prices – Terms of payment

4.1 Price – Price revision. Product prices are established pursuant to the written quotations of KPI, which are valid for sixty (60) calendar days following their issuance. The Orders shall be based on the prices applicable on the date of the Order.

If one or more of the factors that were taken into consideration to establish the price set in KPI's written acceptance of the Order (undergoes) a change before delivery of the Product and even if such change was foreseeable at the time of the quotation or KPI's written acceptance of the Order, as applicable, KPI shall notify so to the Customer and explain the impact of such changes on the price of the Order. Should the Customer upon expiry of an eight (8) calendar days' notice addressed to the Customer fail to expressly accept the change, KPI shall be at liberty to rescind the Order without compensation, damages or penalty. The factors include, but are not limited to, the cost of raw materials and components, energy, packaging, taxes, customs duties and transport costs. For the avoidance of doubt, it is expressly stipulated that such price increase shall not be taken into account to calculate the revenues thereof giving rise to rebates that may have been negotiated and agreed upon between the Parties with respect to any Order concerned.

In addition, when relevant in light of the duration of the Order at stake and notwithstanding the foregoing, the prices of Products shall be revised by KPI once per year, on the anniversary date of KPI's written acceptance of the Order, based upon the evolution of factors including, but not limited to: the cost of raw materials and components, energy, wages and salaries, insurance, packaging, taxes, customs duties and transport costs and the impact on KPI of any change of laws or regulations impacting wages or salaries or social security contributions and/or the composition of Products.

More generally, the price of certain Products shall be established based on minimum quantities previously agreed upon by the Parties. Where appropriate and regardless of the quantities actually ordered, the actual price will be based on the price agreed for such minimum quantities. The minimum quantities will be established on the basis of continuous production.

Unless otherwise provided in KPI's written acceptance of the Order, all prices of the Products shall be deemed to be "ex works" (ICC Incoterms 2020), excluding duties and taxes. If a discount or any other type of rebate is agreed, it will only be due if the Customer has strictly and completely complied with all its contractual and legal obligations towards KPI.

4.2 Payment. Unless otherwise provided in KPI's written acceptance of the Order, payments shall be made by the Customer within seven (7) calendar days from the date of invoice, immediately available funds, by wire or bank transfer, in accordance with the instructions provided by KPI. Payment shall be net of any deductions, withholdings or other charges. Except with KPI's prior written agreement or as otherwise indicated in the invoice, the prices of the Products are not subject to any discount or rebate. Payment cannot be refused, delayed or interrupted for any reason. The advance payment of an invoice does not give rise to payment for the benefit of the Customer.

KPI, at its sole discretion, is entitled to request from Customer that Delivery of the Product be subject to (i) payment having been made prior to delivery or (ii) the prior remittance by the Customer of a documentary credit or other irrevocable and confirmed guarantee by a bank approved by KPI, regardless of the method and place of delivery.

Any delay in payment on the applicable due date in accordance with the terms set out above, of any amounts due to KPI under any Order shall automatically result in, without any requirement for any prior notice and without prejudice to KPI's other rights and remedies: (i) the entire amount, including taxes and charges, to become immediately due and payable (ii) the entire amount bearing interest for each calendar day of late payment calculated on the basis of a rate equal to three times the statutory rate of interest; such late interest beginning to accrue from the day after the date on which the principal amounts are due without prior notice, as well as the invoicing by KPI to Customer of an additional lump sum compensation of forty (40) euros for recovery costs, or even, if the recovery costs actually incurred are greater than this lump sum, additional compensation on justification; (iii) the right for KPI, upon expiry of an eight (8) calendar days' notice to the Customer, by registered letter with acknowledgment of receipt, to terminate or suspend the performance of all its obligations under any Order, to request the immediate payment of all other invoices, which shall automatically become due at such time, to demand that the Customer return the Products subject to the unpaid Order, at its own risk and expense, or to retake possession of the Products subject to the unpaid Order and any related document on the Customer's premises, without notice. All costs and disbursements (including transfer costs) incurred by KPI for the purpose of such recovery process, will be borne by the Customer. In such circumstances, KPI may require cash payment at the time of recovery or before delivery of any new supply of Products.

The Customer may not invoke any dispute or Product return under the warranty in order to withhold or delay payment for the Products. It is expressly agreed that KPI may set off and deduct any amounts due by the Customer from any amount due to it.

5. Title retention

The Products shall remain the full and exclusive property of KPI until complete payment of all amounts due to it, in principal and interest. Until full payment, the Customer must take all necessary measures to (i) ensure that the delivered Products are stored in good conditions and in such a way as to clearly identify them as Products belonging to KPI, so that they cannot be confused with products from other suppliers, (ii) safeguard KPI's rights to said Products, (iii) immediately inform KPI of any claim of any third parties relating to the Products, (iv) the Products cannot be transferred, pledged, or more generally, be the subject of rights conferred on third parties; (v) not obscure, deface or destroy any identifying mark or packaging on or relating to the Products.

In the event of total or partial late payment of any invoice, and without prejudice to KPI's other rights and remedies, KPI expressly reserves the right to immediately repossess the Products and Customer shall return the Products, at its own risks and costs within fifteen (15) calendar days following KPI's request.

6. Compliance with regulations – Information

When relevant, more particularly for turnkey projects, the Customer having accepted the technical specifications of the Products, acknowledges having full knowledge of the Regulation, Components, design and properties of such Products and their contraindications. It is the Customer's sole responsibility to perform any tests on the Products that are considered necessary. The Customer is solely responsible for compliance with the laws and regulations in force on the date of acceptance of the Order, relating to the marketing and use of the Products in their countries/ies of delivery. The Customer shall be solely responsible for the proper information of its clients and end consumers as to the use of the Products and / or their potential contraindications and all consequences which may result therefrom.

7. Force Majeure

KPI will not be liable for breach of its obligations in the event that the performance of such obligations is hindered, prevented, delayed or prevented by a case of Force Majeure ("Force Majeure"). Force Majeure shall be defined as an event that is not limited to any natural disaster, storm, fire, flood, earthquake, accident, interruption of services, epidemic, pandemic, strikes (including strikes affecting the establishments of KPI's suppliers), lock-outs or any blocking of production by employees, interruption and/or delay in loading or transportation, energy failure, embargo, prohibition of trade, shortage of, inability to obtain raw materials and/or components, disruption or failure of supplies, including but not limited to supply of raw materials,

components, formulas, substances, energy or equipment, including failure of the suppliers from whom KPI sources its products, tooling accidents, sabotage, intervention of civil or military authorities, acts of war, declared or undeclared hostilities, terrorist acts, riots, in each case whether such events affect KPI or its suppliers or subcontractors. In such an occurrence, KPI's obligations shall be suspended, the deadlines for execution shall be extended and the Order shall remain in full force and effect. KPI shall notify the Customer in writing as soon as possible after any Force Majeure Case affecting it.

In the event of a Force Majeure Case lasting for more than three (3) months, either Party may rescind the Order, with immediate effect, by registered letter with acknowledgment of receipt. The Customer must take delivery and pay for all Products manufactured up to the date of rescission and compensate KPI for all other costs and expenses already incurred.

8. Warranty – Limitation of Remedies

8.1 Warranty. To the maximum extent permitted by mandatory public policy laws, the provisions relating to warranty hereunder shall be in lieu of any and all other warranties, statutory remedies and conditions provided at law or otherwise, including any warranties for hidden defects.

KPI warrants on the terms and conditions defined herein, that, on the date of delivery to the Customer, the Products shall conform to the contractual specifications.

The Customer hereby certifies that it is acquiring the Products for its professional needs and that it has the skills and expertise to develop its specifications and to explain its needs if necessary, to validate the technical specifications submitted by KPI as well as the conformity to the Order of the Products provided.

The Customer shall provide notice in writing to KPI of all claims under the warranty for apparent defects prior to any use/transformation of the Products and in any event within a maximum period of five (5) calendar days following delivery.

The Customer shall provide notice in writing to KPI for all other claims under the warranty, for all non-conformities and defects other than apparent defects, and **subject to any other provision hereof, within a period of six (6) months from the date of delivery to the Customer.** In either event, the Customer shall provide notice in writing to KPI of such claim within five (5) calendar days of the discovery of the non-conformity or defect.

The Products are considered defective if the defect can be confirmed by KPI upon examination, it being understood that non-conformities shall be determined by reference to the corresponding contractual specifications. If KPI confirms such non-conformity or defect, KPI will then be required, at its sole option, (i) to repair the non-conforming or defective Products, at its expense, or (ii) to replace the non-conforming or defective Products, at its expense, or (iii) to reimburse the Customer on a pro-rata basis for the non-conforming or defective Products. The above constitutes the Customer's sole and exclusive remedy under this warranty. Repairs or replacements of Products made under the warranty may not have the effect of extending the initial duration of the warranty. For the avoidance of doubt, KPI shall have no liability under this warranty if the Customer fails to give notice within the applicable time periods.

The Customer shall comply with the instructions of KPI regarding inter alia storage, preservation or use, including distribution methods, of the Products and the Customer shall inform its own clients or subcontractors of such terms, failing which KPI shall have no liability under this warranty for any injury or damage suffered by the Customer or any third party. The Customer assumes all risks and liabilities resulting from the use of the Products.

In particular, the following defects and non-conformities are specifically excluded from the benefit of this warranty: defects or non-conformities:

- due to non-compliance with KPI's specifications and instructions,
- due to normal wear and tear,
- due to handling, transportation or the mode of transportation used, after transfer of risks,
- due to storage or preservation conditions,
- due to the specifications or requirements provided by the Customer,
- due to the use of the Products or their use by the Customer or by a third party without the prior written consent of KPI,
- due to abnormal or uncommon use of equivalent products,
- not editing at the time when the Product was delivered by KPI,
- due to Component not intended for sale or any other form of distribution, subject to mandatory applicable laws to the contrary,
- attributable to the design of the final product into which the Product is integrated or with which it is combined by the Customer or by a third party or the instructions of the Customer or the manufacturer of such final product,
- due to Component provided by the Customer or by a third party designated by the Customer
- resulting from the application of mandatory rules of a legal or regulatory nature in force in the Customer's country or in the country of commercial exploitation of the Products, or
- not reasonably known with regard to the state of scientific and technical knowledge at the time of manufacturing.

KPI shall not bear any responsibilities or liabilities relating to (i) any product not, or timely not, supplied by it, or (ii) any integration or combination of the Products with any other good provided by the Customer or any third party.

KPI makes no other warranty, express or implied, relating to the Products, in particular in terms of merchantability, or the suitability of the Products for a particular purpose. The Customer shall be liable for any claim by third parties brought against it or against KPI relating to the final product in which the KPI Product is integrated or with which it is combined and shall indemnify KPI for all resulting consequences.

8.2 Limitation of Liabilities. The Customer shall bear sole responsibility and hold exclusive liability for any use and commercial exploitation of the Products. This includes any use of the product and/or any damage to third parties or devices, such as, for example, the use of the product in a manner that is intended to protect. The Customer assumes all risks associated with the integration and use of the Products in their operational environment. More specifically, it is the Customer's sole responsibility to ensure that its intended use of the Products complies with applicable laws in force in the country of use or commercial exploitation of the Products and KPI hereby disclaims any responsibility, liability or obligation with regard to any use of the Products by the Customer that would not strictly comply with the characteristics of use expressly stated in the Order accepted in writing by KPI, unless otherwise provided for by mandatory provision of applicable law.

KPI may only be held liable for breach of its essential obligations hereunder and only for direct and actual damages. Except for bodily injury, gross negligence and willful misconduct, KPI's total cumulative liability for any given calendar year, and for any and all claims or actions, losses or damages resulting from or related to the Products, may in no case exceed a maximum total amount equal to fifteen (15) percent of the amount of the Order that is the subject matter of the Customer's claim or action.

With regard to Products not under circumstances shall KPI be held liable for any indirect and/or immaterial damages, such as loss of profit, loss of income, loss of revenue, operating losses, loss of data, loss of customers, third parties' claims against the Customer, loss of opportunity, damage to image and reputation, moral damages, whether arising out of or in connection with: breach of warranty, breach of Contract, misrepresentation, negligence or otherwise. These limitations and exclusions will apply irrespective of whether such damages were foreseeable or could reasonably have been foreseen by KPI.

9. Assignment of Order

KPI is hereby to subcontract all or part of the Orders placed by the Customer to any third party of its choice and to transfer or assign the Orders and its rights and obligations relating thereto to such third party of its choice, including in particular to any of its affiliated companies, subject to notifying the Customer within a reasonable time.

10. Confidentiality – Intellectual Property

10.1 Confidentiality. Each Party agrees and undertakes that it shall adopt all measures and practices as it would adopt for security, confidentiality and protection of its own Confidential Information while dealing with Confidential Information of the other Party, whether received directly or indirectly in any medium, and shall not reveal or disclose the Confidential Information, directly or through its representatives or otherwise, to any third party, without the prior written consent of the concerned Party. "Confidential Information" shall mean all technical and non-technical information disclosed by one Party to the other Party that (i) is designated as "confidential", "proprietary", or some similar designation, or (ii) would under the circumstances appear to a reasonable business person to be confidential or proprietary and/or intended by the disclosing Party to be Confidential Information under this purchase/service order, including but not limited to any of the Products by the Customer that would not strictly comply with the characteristics of use expressly stated in the Order accepted in writing by KPI, unless otherwise provided for by mandatory provision of applicable law.

KPI undertakes to defend the Customer against any claim of infringement of third-party patents published in the countries of manufacture of the Products, excluding studies, demonstrators, samples and prototypes for which no such undertaking is granted, provided that the Customer (i) informs KPI without delay in writing of any claim or action against it, (ii) cooperates with KPI in order to provide it with the elements necessary for its defense (ii) leaves KPI in control of its defense and all associated negotiations, subject to any additional defense by the Customer at its own expense and (iv) makes no admission as to the infringement of the industrial property rights of third parties that may be prejudicial to the rebuttal of such claim or action.

10.2 Intellectual Property. KPI will retain exclusive ownership of all plans, designs, drawings, sketches, molds, manufacturing drawings, models, specifications, technical and commercial nomenclatures, recommendation documents, test results, catalogues, brochures, notices, patents, models and drawings, manufacturing process, methods and know-how, notes and general documents, all written information and oral disclosures (the "IP") disclosed to the Customer. Consequently, the Customer is prohibited from making any disclosure, use, adaptation, reproduction or exploitation of the IP of any kind without the prior written consent of KPI. KPI remains free to make any use of the IP.

KPI undertakes to defend the Customer against any claim of infringement of third-party patents published in the countries of manufacture of the Products, excluding studies, demonstrators, samples and prototypes for which no such undertaking is granted, provided that the Customer (i) informs KPI without delay in writing of any claim or action against it, (ii) cooperates with KPI in order to provide it with the elements necessary for its defense (ii) leaves KPI in control of its defense and all associated negotiations, subject to any additional defense by the Customer at its own expense and (iv) makes no admission as to the infringement of the industrial property rights of third parties that may be prejudicial to the rebuttal of such claim or action.

In the event of a final court decision ruling that the Products infringe such a third-party patent published in the countries of manufacture of the Products manufactured by KPI, KPI will, at its expense, have the choice between one of the following solutions: (i) obtain the right for the Customer to continue to use the Products, (ii) replace the infringing Products or part thereof with equivalent equipment or elements, (iii) modify the infringing Products so that they are no longer infringing or (iv) rescind the Order and retrieve the infringing Products at a price equal to that at which they were purchased, reduced by an amount determined by mutual agreement according to their depreciation. The aforementioned warranty will not apply to any claim or action whatsoever based on any of the following grounds: (i) KPI's compliance with the Customer's specifications or instructions, (ii) use of the Products different from that for which they were intended, (iii) the assembly, use or combination of the Products with any other goods not provided by KPI, or (iv) modification of the Products by the Customer or by a third party.

The Customer represents and warrants to KPI that it is the owner of the intellectual property rights or that it has a right to use the components, including designs, models, molds, patents, specifications or any other elements covered by intellectual property rights that it makes available to KPI for the purposes of an Order, pursuant to a valid license or other agreement, and that it will not assign or otherwise transfer or license any such rights to any third party, without the prior written consent of KPI. KPI shall be liable for any infringement of intellectual property rights of third parties that may result from the implementation by KPI of the aforementioned components made available to KPI by the Customer.

11. Heredity

If, as a result of external circumstances of an economic, commercial or technical nature, or of events occurring after the Order becoming binding, under the normal expectations of the Parties at such time, the substantial elements of the Contract were to be modified to such an extent as to render detrimental or excessively onerous to one of the Parties the performance of its obligations, or, more generally, affecting the balance of the Order, the Parties undertake to negotiate in good faith to place the Parties in a position vis-a-vis one another that is reasonably comparable to that which existed at the time of entering into the Order. In the absence of agreement between the Parties within one (1) month, from the request for changes, each of the Parties will have the right to rescind the applicable Order without compensation or damages, subject to a fifteen (15) calendar day notice addressed to the other Party by registered letter with acknowledgment of receipt. During this notice period, the Order will remain in full force and effect in accordance with its original terms.

12. Non-Solicit

The Customer agrees undertakes not to solicit, seek to hire, hire, or employ or entrust any work, directly or indirectly, or through an intermediary, any employee, officer or director of KPI. This clause remains valid for the entire duration of the Order, including any renewal thereof, if directly applicable, and in any event, but no less than twelve (12) months from the date of the Order.

In the event of any breach of the foregoing, this commitment, the Customer shall automatically be liable to pay KPI a lump sum compensation equal to the gross remuneration that the person thus hired or employed or solicited would have received during the twelve (12) months period preceding the first to occur of the date of their departure from KPI or first solicitation, as applicable.

13. Severability

In the event that any provisions of these GTC and/or of any Order is declared null and void or unenforceable, the Parties shall negotiate in good faith to amend such provision on economically equivalent terms. The other provisions of these GTC and/or any Order shall continue in full force and effect.

14. Applicable law – Dispute

The validity, construction and performance of these GTC, any Order or any document related thereto for the sale of Products shall be governed by and construed and enforced in accordance with the laws of the Netherlands, to the exclusion of its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria, on 11 April 1980 is inapplicable.

In the event of a dispute between the Parties, the Parties shall consult each other within fifteen (15) days of notification of a dispute by either Party, to endeavor to find an amicable solution to the dispute. If at the end of such fifteen (15) day period, the Parties have not amicably resolved the dispute, such dispute shall be submitted to mediation conducted in accordance with the mediation rules of the Netherlands Arbitration Institute upon the initiative of the most diligent party. **In case of failure of the mediation within one (1) month following submission of the dispute to such mediation, the Parties will recover their freedom and the dispute will be subject to the exclusive jurisdiction of the courts within the jurisdiction of the District Court in Amsterdam, the Netherlands, regardless of the place of delivery or even in the event of an incidental claim, a warranty appeal or multiple claims.**

Nothing in this article 14 shall be construed as limitation of the right of either of the Parties to obtain injunctive or other emergency relief or to preserve a remedy which might be barred by time or other reason.

The United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria, on 11 April 1980 shall not be applicable to any sale or delivery of Products.

15. Language

Unless otherwise provided by mandatory provisions of the governing law, these GTC, any Order, notices and other document related thereto are established in the English language and the English version shall be the prevailing version of such GTC, Orders and other documents for all purposes. Any translation in another language shall be for convenience only.

16. Personal data

KPI does comply with regulations applicable to the protection of personal data in its personal data processes, as described in its personal data protection policy available at <https://k-pi-global.com/personal-data>

These GTC are applicable as of September 1st 2023, to all Orders received from the Customer after such date and replace the GTC previously in force.

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