

**DISTRUPOL BV**  
**Terms and Conditions of Purchase**

**11 GENERAL**

1.1 In these terms and conditions "Buyer" refers to DISTRUPOL B.V. and/or its subsidiary, associated or operating companies and "Seller" refers to the individual, firm or company with whom the Buyer has placed an Order. The term "Contract" shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods. "Order" means the Buyer's written instruction to supply the Goods, incorporating these terms and conditions. "Goods" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).

1.2 The Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of (i) the Seller issuing written acceptance of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence.

1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.4 Any variation from these General Terms and Conditions will be valid only if and to the extent that it has been expressly confirmed by DISTRUPOL in writing.

**2 ORDERS**

2.1 All Orders, including Orders for direct deliveries, shall be accepted by the Seller prior to dispatch or within five (5) working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.

2.2 Unless the DISTRUPOL's Order is confirmed in writing within the delay mentioned in 2.1, or delivery takes place within that time in response to the Order, DISTRUPOL shall cease to be bound by it. In addition before the Order is confirmed by the Seller, DISTRUPOL shall have the right to cancel it at any time, without any liability to the Seller. Any modified acceptance of the Order by the Seller is required to be expressly set out in writing. In this case, the Contract shall become effective only when such modifications are approved by DISTRUPOL in writing.

**3 PRICES**

3.1. A price that has been accepted by DISTRUPOL may not be increased without DISTRUPOL's prior written consent.

3.2 The price payable shall be that specified in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency which is stated on the Order.

**4 PAYMENT**

4.1 Unless otherwise agreed in writing, DISTRUPOL will pay for the Goods delivered and/or the services rendered within sixty (60) days from the end of the month in which the Goods were delivered. Time for payment shall not be of the essence of the Contract.

4.2 Unless otherwise agreed in writing, the Seller will not send the invoice before the date of delivery. The invoice must be raised in the currency which is stated on the Order and forwarded with a copy of the CMR documents.

4.3 If DISTRUPOL fails to timely fulfil its payment obligation, it must be given notice of default and granted a reasonable term by the Seller to fulfil its payment obligation before it will actually be in default.

4.4 If DISTRUPOL objects to the invoice or to the Goods delivered, it may suspend payment, without prejudice to any of its other rights at law, under these General Terms and Conditions or the Contract.

4.5 DISTRUPOL may set off the amounts it owes the Seller against any amounts owed or allegedly owed by the Seller.

## **5 DELIVERY AND QUANTITY**

5.1 Unless otherwise agreed in writing, the Goods must be delivered duty paid (DDP in accordance with the most recent version of Incoterms) to the address stated by DISTRUPOL in the Contract.

5.2 The Seller must execute the Contract on the agreed date of delivery. Agreed delivery times are of the essence. Therefore, DISTRUPOL reserves the right to cancel any delayed Contract without redress by the Seller, either the whole or the unexecuted part of the Contract if the delivery is not within the time specified in the Contract.

5.3 The Seller must notify DISTRUPOL promptly, in writing, of any and all circumstances that are expected to cause the agreed delivery term to be exceeded. Such notification does not release the Seller from its obligations with respect to the agreed delivery time nor from its liability in that respect.

5.4 If the Goods are delivered to DISTRUPOL in excess of the quantities ordered DISTRUPOL shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense. Deliveries in instalments will only be accepted with the Buyer's prior written consent.

5.5 In the case of Goods supplied from outside the Netherlands, the Seller shall ensure that accurate information is provided to the DISTRUPOL as to the country of origin of the Goods and shall be liable to the DISTRUPOL for any additional duties or taxes for which the DISTRUPOL may be accountable should the country of origin prove to be different from that advised by the Seller. Unless otherwise stated in the Contract, Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.

5.6 If the Seller is responsible for delivery or for arranging delivery of the Goods to DISTRUPOL's premises the Seller will be liable for all damage which it or its carrier causes to the Goods or DISTRUPOL's property in the course of delivery and completion of offloading. If Goods are delivered before the date specified in the Order, DISTRUPOL shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery. In addition, if DISTRUPOL decides to take delivery of the Goods, payment shall term shall still start from the delivery date stated in the Contract. Deliveries must be booked in, with the relevant DISTRUPOL site, at least twenty-four (24) hours prior to delivery unless otherwise stated on the Order.

5.7 If the Contract provides that the Seller must deliver Goods in more than one delivery or render its performance in parts, the Seller must keep sufficient stock and must deliver the quantities of Goods specified by DISTRUPOL or perform a part of the agreed work to be specified by DISTRUPOL, at any time required by DISTRUPOL and at its first request, unless otherwise agreed in writing.

5.8 The Seller will ensure deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. Seller will further ensure all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.

5.9 Proof of Delivery ("P.O.D"). Where DISTRUPOL has requested that the Seller deliver direct to the DISTRUPOL's customer, a signed P.O.D. (with all details, including the DISTRUPOL's customer's signatory name, clearly printed) must be provided to the DISTRUPOL's site from where the Order was placed. The P.O.D. must quote the DISTRUPOL's purchase order number, quantity and description of Goods delivered and be received at that site, free of charge, within three (3) working days of delivery of the Goods.

## **6 DOCUMENTATION**

6.1 The Seller shall provide DISTRUPOL with relevant documentation, including but not limited to the Certificate of Analysis and processing instructions, before or at the time of delivery. Certificates of Analysis must quote the batch number and DISTRUPOL's purchase order number.

6.2 DISTRUPOL is given permission to use this documentation. "Use" also means copy for use by DISTRUPOL.

## **7 RISK AND TITLE**

Unless otherwise agreed in writing, title to the Goods will pass to DISTRUPOL on completion of delivery at the place specified on the Order or upon sooner payment. The risk in the Goods will pass upon delivery, unless DISTRUPOL rejects the Goods. Nothing in this condition shall affect any right of the Buyer to reject Goods.

## **8 TRANSPORTATION AND PACKAGING**

8.1 The Seller must properly pack the Goods for shipment, considering the Goods' nature, to the delivery address. The packaging shall adequately protect the Goods against bad weather, corrosion, accidents, vibration or shocks, etc. DISTRUPOL may at all time return the (transport) packaging materials for the Seller's account. The Seller shall collect all packaging materials used for the delivery or have such materials collected from DISTRUPOL at DISTRUPOL's first request, without being entitled to charge any costs in this respect. Any processing or destruction of the packaging materials by the Seller will be for its account and risk.

8.2 In offering the Goods to be delivered for transportation or in transporting them, the Seller shall comply with any and all applicable rules and regulations in all countries through which the Goods to be delivered will pass. The Seller shall furnish all information required or requested by DISTRUPOL on the Goods or the handling of the Goods.

8.3 Along with the delivery address, the product names and code numbers used by DISTRUPOL with respect to the Goods to be delivered must be stated on all accompanying transportation papers with respect to the Goods. Failure to do so will entitle DISTRUPOL to refuse the Goods. The Seller must compensate DISTRUPOL for any and all losses suffered by the latter in the event of such a refusal.

## **9 VARIATIONS**

9.1 DISTRUPOL may modify an Order or a Contract or cancel it in full or in part at all times, unless otherwise agreed in these General Terms and Conditions. The Seller will be entitled to compensation only if a Contract is cancelled in full. Such compensation will be limited to the costs reasonably and actually incurred by the Seller, and will in no case exceed the price stated in the Contract.

9.2 If, in the Seller's opinion, a modification as referred to in clause 9.1 has consequences for the agreed fixed price and/or the date of delivery, the Seller will be obliged to inform DISTRUPOL accordingly in writing, as soon as possible, and in any case within eight (8) Working Days of being informed of the modification required by DISTRUPOL. If, in DISTRUPOL's opinion, the consequences for the price and/or delivery date are unreasonable, the parties will reasonably consult in order to reach a solution. If they fail to reach such solution, DISTRUPOL will be entitled to terminate the contract with due observance of the provisions of clause 9.1.

## **10 INSPECTION**

10.1 The Seller shall allow DISTRUPOL or third parties designated by DISTRUPOL access to the production, processing or storage site or sites at DISTRUPOL's first request in order to inspect the Goods and the facilities. The Seller shall lend any assistance required by DISTRUPOL in this respect. If the Goods cannot be inspected due to a circumstance for which the Seller can be held responsible, the Seller will be liable for the loss thus caused. Such inspection will mean neither delivery nor acceptance of the Goods to be delivered. However, DISTRUPOL's failure to discover a defect or to execute an inspection will not discharge the Seller from its liabilities in relation to any defect.

10.2 DISTRUPOL reserves the right to reject any Goods or workmanship which is proved on inspection to be faulty in quality or construction, or is not of satisfactory quality, or is not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Contract or not in accordance with the agreed specification.

10.3 If DISTRUPOL rejects the Goods, the Seller will be liable for any and all losses thus arising. Without prejudice to DISTRUPOL's rights, the Seller must, at DISTRUPOL's first request and within two (2) Working Days after the rejection, or earlier if DISTRUPOL so requires, ensure that the Goods are repaired or replaced before being delivered. If the Seller fails to fulfil this obligation, DISTRUPOL may purchase the required goods from a third party or take measures or have measures taken by third parties for the Seller's account and risk, without prejudice to DISTRUPOL's other rights at law or under these Terms and Conditions or the Contract.

10.4 DISTRUPOL may complain about visible defects during fifteen (15) days after delivery or any longer period allowed by the law. DISTRUPOL may complain about invisible defects during fifteen (15) days after their discovery or any longer period allowed by the law. Acceptance of the Goods by DISTRUPOL will be without prejudice to any and all claims of DISTRUPOL against the Seller. The Seller undertakes to replace such rejected Goods with all reasonable speed if requested to do so by DISTRUPOL. DISTRUPOL shall be under no obligation to accept such replacement of Goods. Any money paid to the Seller in respect of rejected Goods shall be repaid forthwith by the Seller upon demand by DISTRUPOL.

## **11 GUARANTEE**

11.1 The Goods and/or services shall be provided by the Seller in compliance with all applicable laws and regulation. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.

11.2 The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and any specifications supplied or advised by the Buyer to the Seller. The Seller warrants, represents and undertakes to the Buyer that:

- the Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;
- the Goods are of good quality, free from faults or defects; and
- where the Goods are custom designed, blending or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller, the Seller warrants the Goods are fit for their purpose
- all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
- it has provided the Buyer with all product and technical information as may be required by law.
- the Buyer shall be entitled to inspect the Goods during their manufacture and prior to delivery where requested.

11.3 DISTRUPOL's rights under these conditions are in addition to the statutory conditions implied in favour of DISTRUPOL under Dutch law.

11.4 If the Goods are not in conformity with the Contract, DISTRUPOL may, at its discretion, require that the delivered Goods be repaired or replaced, or that the missing part or parts be delivered, without prejudice to DISTRUPOL's other rights under these General Terms and Conditions, the Contract or at law, in particular under clause 15. In addition, DISTRUPOL may return or keep Goods that are not in conformity with the Contract at the Seller's costs until the Seller has issued further instructions as to what should be done with the Goods. Any costs to be incurred by DISTRUPOL will be for the Seller's account. Storage of the Goods will be for the Seller's account and risk. DISTRUPOL may require the Seller to ensure that the defective Goods are repaired at DISTRUPOL's premises, without charging any additional costs.

11.5 Infringement. The Seller warrants that the design, construction, quality and supply of the Goods specified in the Contract will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licenses or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify and keep DISTRUPOL harmless against any action, claim, demand, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. The Seller undertakes to assume the defence of such claim or litigation resulting therefrom at its expense and through counsel of its own choosing provided that DISTRUPOL so requests the Seller. This clause shall survive the termination of the Contract.

11.6 The Seller will obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises.

## **12 QUALITY CONTROL – CHANGE MANAGEMENT**

12.1 Seller agrees to provide and maintain an inspection and quality control system acceptable to DISTRUPOL.

12.2 Seller further agrees to maintain adequate authenticated inspection and test documents which relate to the Goods and required under these General Terms and Conditions or/and under any Contract. Such

records shall be retained by the Seller for a period of five (5) years after completion of the Contract or as otherwise specified in the Contract and made available without charge to DISTRUPOL upon request, at no cost.

12.3 The Seller shall notify DISTRUPOL in writing in good time if it intends to make changes to raw materials and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. If the Seller fails to notify DISTRUPOL of any such changes at least one (1) month prior to such change, DISTRUPOL shall be entitled to terminate the Contract forthwith.

### **13 REACH**

#### **(Special conditions relating to Goods falling into the scope of REACH)**

13.1 All Orders are placed on the clear and unambiguous understanding on the part of DISTRUPOL, and acknowledgement on the part of the Seller, that the Seller has ensured that those substances and mixtures (chemical products) falling within scope of the new European Community Regulation (EC 1907/2006) on the Registration, Evaluation, Authorization and Restriction of Chemical substances ("REACH"), have been appropriately pre-registered and registered in accordance with the obligations arising from REACH. DISTRUPOL must have received written assurances from the relevant Seller that the Goods are, and will continue to be, in compliance with REACH.

13.2 DISTRUPOL reserves the right to collect or return, at DISTRUPOL'S choice, any substances and/or preparations that fail to meet these conditions and thus are prohibited from being marketed or sold in the EEA, or are withdrawn from the EEA market for non-compliance with REACH. Seller undertakes to reimburse DISTRUPOL for the original purchase price including all related costs of these substances and/or preparations. Seller also undertakes to reimburse DISTRUPOL for the cost incurred by DISTRUPOL, of Seller's substances and/or mixtures that are collected and destroyed, or for the cost of collection and return, to the relevant Seller, of such substances and/or mixtures that do not comply with REACH.

13.3 Seller shall provide on a timely basis to DISTRUPOL all relevant information in order to comply with DISTRUPOL's obligations under the EU Regulation on REACH.

13.4 Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to REACH.

DISTRUPOL and the Seller shall agree who will be the registrant.

13.5 Where the Seller (or their appointed Only Representative) is the registrant, the Seller shall pre-register and register the Goods at its own cost and expense on a timely basis under REACH.

13.6 Where DISTRUPOL is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with DISTRUPOL in order to pre-register and register the Goods on a timely basis under REACH. In addition, Seller agrees to reimburse DISTRUPOL on an indemnity basis for all costs incurred by DISTRUPOL in complying with the obligations imposed by REACH.

13.7 The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform DISTRUPOL of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.

13.8 Failure by the Seller to comply with these obligations shall be a material breach not capable of remedy and entitle DISTRUPOL to terminate the Contract in accordance with clause 17 of these Conditions.

### **14 PRODUCT SAFETY AND PRODUCT RECALL**

14.1 The Seller shall immediately notify DISTRUPOL (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide DISTRUPOL with all relevant details (as DISTRUPOL may reasonably request) relating to the circumstances giving rise to the notification.

14.2 Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:

- (i) use all reasonable endeavours to co-operate with DISTRUPOL to take any remedial action necessary to minimise the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the DISTRUPOL's customers about the manner of or operation of the Goods;
- (ii) recall any Goods already sold by DISTRUPOL to its customers;
- (iii) collect any recalled Goods or defective Goods held by DISTRUPOL;
- (iv) appropriately destroy and/or dispose of any recalled Goods;
- (v) comply with any reasonable directions (including, without limitation, any request of DISTRUPOL to label the Goods in a manner that DISTRUPOL deems appropriate to warn consumers) of DISTRUPOL in respect of the Goods; and
- (vi) comply with any other arrangements as may be agreed between the parties in respect of the Goods.

14.3 The Seller shall indemnify DISTRUPOL against all costs, claims, liabilities, expenses and proceedings, including legal costs, damages and losses, incurred by DISTRUPOL by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe.

## **15 INDEMNITY**

15.1 The Seller shall indemnify DISTRUPOL in full against all losses, actions, costs, claims (including third party claims), demands, expenses and liabilities including legal costs, howsoever arising or incurred by DISTRUPOL whether in contract or at law or otherwise arising out of or in connection with:

- the failure of the Seller to supply Goods which conform with all applicable legislation at the time of supply;
- the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;
- the failure of the Seller to provide adequate written notice of any change in product specification; and
- where condition 11.2 §4 applies, any breach of the warranty as to fitness for purpose

15.2 If DISTRUPOL is held liable on the basis of product liability, the Seller will indemnify and hold harmless DISTRUPOL for all costs ensuing therefrom and assume the defence of such claim or litigation resulting therefrom at its expense and through counsel of its own choosing provided that DISTRUPOL so requests the Seller.

## **16 INSURANCE**

The Seller shall take out and maintain insurance against any damage incurred by DISTRUPOL as a consequence of the Seller's failure to perform any of its obligations, or as a consequence of a wrongful act committed against DISTRUPOL or a third party. The Seller shall take out insurance particularly against the risk of product liability as defined in Articles 6:185 et seq. of the Dutch Civil Code to a minimum value of ten (10) million Euro per claim and Employers Liability Insurance to a minimum value of ten (10) million Euro per claim. The Seller shall provide DISTRUPOL with the relevant insurance policies at its first request, together with the receipt for the last premium in respect of each policy.

## **17 CONSEQUENCES OF IMPROPER PERFORMANCE**

17.1 Improper performance of the Seller will render the Seller in default immediately, without notice of default being required.

17.2 Without prejudice to its other rights under these General Terms and Conditions, the Contract or at law, DISTRUPOL will in any case be entitled to suspend payment or dissolve any Contract and cancel any Order placed with the Seller, in full or in part, if Goods of the Seller become subject to attachment, if the Seller is granted a suspension of payments or is declared bankrupt, if any permits or licenses are withdrawn, if the Seller fails to fulfil one or more of its obligations ensuing from any contract with DISTRUPOL or if the Seller ceases or threatens to cease to carry on its business or if DISTRUPOL has sound reasons to believe that the Seller is or will be unable to fulfil its obligations under any contract. DISTRUPOL will also be entitled to dissolve this contract in full or in part if the Seller ceases its business or if a change occurs in the control of that business.

17.3 The above provisions will not detract from DISTRUPOL's right to compensation of any and all losses and expenses ensuing from the Seller's failure to perform or from its anticipated failure to perform, unless the Seller cannot be held responsible for the failure.

17.4 Termination of any Contract for any reason shall not affect any rights or liabilities accrued at the date of termination.

17.5 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

## **18 FORCE MAJEURE**

18.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary licence or consent and, where relating to the Buyer, any import restriction or material change in import tariffs and costs arising as a result of or in connection with the United Kingdom's withdrawal from the European Union having an impact on the Buyer's ability to fulfill its obligation under this Agreement.

18.2 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

18.3 If the Force Majeure Event prevents either party from complying with its obligations under this Contract for a period exceeding 4 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

## **19 CONFIDENTIALITY**

The Seller shall observe confidentiality with respect to the existence of the contract, the nature and content of the contract and the information provided by DISTRUPOL, including but not limited any specifications of products or formulations of DISTRUPOL and it shall in no way refer to this information or to the fact that it supplies or has supplied Goods to DISTRUPOL, unless DISTRUPOL has given its prior written permission. The Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to DISTRUPOL and shall ensure that such employees, agents or subcontractors are subject to similar obligations of confidentiality as bind the Seller. The Seller acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, DISTRUPOL shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this clause 19. This clause shall survive the termination of the Contract for a period of five (5) years.

## **20 APPLICABLE LAW AND COMPETENT COURT**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Netherlands, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Rotterdam.

## **21. COMPLIANCE**

The Seller;

- (i) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (ii) acknowledges that it has access to, and reviewed, a copy of the Global Standards of Business Conduct, Anti-Bribery and Corruption and Anti-Trust and Competition Policies are available at <http://www.distrupol.com> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;

- (iii) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 21 (i) and 21 (ii) , to ensure continued compliance

## **22 MISCELLANEOUS**

22.1 Sub-Contracting. The Seller will be entitled to have a third party carry out the required performance only with DISTRUPOL's prior written approval.

22.2 Assignment. The Seller may not assign any Contract or delegate any of its rights and obligations without the prior written consent of DISTRUPOL and any prohibited assignment shall be void. DISTRUPOL may freely assign, delegate or transfer the Contract, as a part or as a whole, and any of its obligations thereunder to any third party. All the terms and conditions of this Agreement shall be binding upon and for the benefit of the Parties hereto and their successors and permitted assigns.

22.3 Severability. If any provision of the Contract or of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable the remaining provisions of the Contract shall remain in full force and effect.

22.4 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

22.5 Independent contractor. Nothing contained in these General Terms and Conditions or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

## **23. DATA PROTECTION**

Should the Seller receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from DISTRUPOL, the Seller shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Seller hereby agrees to indemnify DISTRUPOL against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Buyer as a result of any breach of the GDPR by the Seller.