

# PSS Equipment Purchase Terms and Conditions



## Document history

Version	Date	Change / Reason
01	27/02/2020	Release Version July 2019.
02		
03		

## 1. Definitions

Capitalized terms used in this Agreement have the meanings set forth in this Section 1 or elsewhere in this Agreement.

In this Agreement "include" or "including" means "including but not limited to".

<b>Affiliate(s)</b>	Means any entity which directly or indirectly, controls, is controlled by, or is under common control with a Party, where "control" means ownership of at least fifty percent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority).
<b>Agreement</b>	Means these Equipment Purchase Terms and Conditions.
<b>Audit</b>	Means the auditing of the contractually owed actions of Supplier.
<b>Auditor</b>	Means the person or group of persons that is named by PSS or its Customer at its discretion and that undertakes the Audit.
<b>Background IP Rights</b>	Means all Intellectual Property Rights owned or licensed by a Party (i) before commencing any services or development work in connection with the Contract; or (ii) independent of the Contract, as evidenced by contemporaneous, written records.
<b>Contract</b>	Means the entirety of all contractual documents that are listed in Section 3.1.
<b>Created Data</b>	Means all records created by Supplier while developing, manufacturing, supplying or testing Equipment or otherwise performing under the Contract, including design concept sheets, drawings, designs, specifications, reports (including test reports), formulae and data held on any electronic medium.
<b>Customer(s)</b>	Means the automobile manufacturer and/or consumer products manufacturer to which PSS directly or indirectly delivers Customer Products.
<b>Customer Products</b>	Means PSS's products that are directly or indirectly manufactured, produced or generated by using Equipment.
<b>Defect(s)</b>	Means, with respect to Equipment, failure to meet: (i) the specifications; or (ii) the warranties and requirements of the Contract.
<b>Developed IP Rights</b>	Means any Intellectual Property Rights, except Background IP Rights (i) that are developed in whole or in part by PSS alone, by PSS and Supplier jointly or by Supplier alone, in connection with the Contract or (ii) relating to Equipment.
<b>Effective Date</b>	Means the earlier of the date of signature by Supplier of this Agreement or of the Supply Contract or Purchase Order to or in which this Agreement is attached or referenced.
<b>Equipment</b>	Means all equipment, machinery or other apparatus specified in a Purchase Order or Supply Contract.
<b>Force Majeure</b>	Means all events which are beyond the reasonable control of a Party, and which are unforeseen, unavoidable or insurmountable and which were not known at the acceptance of the Purchase Order or Supply Contract, including, fires, floods, earthquakes, riots, storms or acts of civil or military authority. For avoidance of doubt, strikes, lock-outs or other industrial actions or disputes solely related to Supplier and/or its subcontractors or Affiliates shall not be deemed as Force Majeure.
<b>Intellectual Property Rights</b>	Means collectively all rights in inventions, patents and patent applications (including reissues, divisions, continuations, and continuations-in-part and foreign counterparts), trade secrets, know-how, copyrights, mask-work, and all other intellectual property rights anywhere in the world.
<b>Invoice</b>	Means a commercial invoice that entitles input tax deduction and contains all of the information necessary for identification and checking of the relevant development, manufacture, delivery, unloading, installation or testing of Equipment, or of any other relevant contractual performance.
<b>Order Confirmation</b>	Means a copy of the Purchase Order or Supply Contract signed by the Supplier.
<b>Other Conditions</b>	Means any terms and conditions, including technical, commercial and other specifications and PSS's Supplier Code of Conduct, defined by PSS outside of Supply Contract, Purchase Orders, and this Agreement, that govern the Contract and/or the business relationship between PSS and Supplier.

<b>Party/Parties</b>	Means PSS and/or Supplier, together or each individually.
<b>Personnel</b>	Means all employees and agents of Supplier and its subcontractors and agents.
<b>Premium Sound Solutions</b>	Means PSS BELGIUM NV and all of its subsidiaries and Affiliates.
<b>Provisional Acceptance</b>	Means PSS's acknowledgement that Equipment developed, manufactured, delivered, unloaded, installed and tested by Supplier is conditionally accepted according to Provisional Acceptance criteria defined in the Supply Contract or Purchase Order, provided that the Equipment needs to be verified or confirmed under operational conditions within a period as defined in the Supply Contract or Purchase Order.
<b>PSS</b>	Means PSS BELGIUM NV and all of its subsidiaries and Affiliates.
<b>PSS BELGIUM NV</b>	Means the Company incorporated under the laws of Belgium, having its principal place of business at Belgium, 9200 Dendermonde, Hoogveld 50, registered under Companies Register Ghent (section Dendermonde) number 0884.161.532, acting in its own name and in name and on behalf of all its subsidiaries and Affiliates, hereinafter referred to as PSS.
<b>Purchase Order</b>	Means documents issued by PSS to Supplier, by means of which PSS orders Equipment to Supplier.
<b>Supplier</b>	Means the Party to the Contract and/or its Affiliates that sells or will sell Equipment to PSS.
<b>Supplier Code of Conduct</b>	Means a set of workplace and business practice standards that PSS requires its Suppliers to strictly comply with under the Contract.
<b>Supply Contract</b>	Means a contract issued by PSS that contains substantial contractual content with respect to the development, manufacture, delivery, unloading, installing and testing of Equipment by Supplier. Unless explicitly stated in writing by PSS, the Supply Contract prevails over any other contractual documents that form the Contract, should any discrepancies arise between the contractual documents.
<b>Warranty Period</b>	Means 24 months from the date Equipment is granted Provisional Acceptance, provided that the Warranty Period for any Equipment required to be re-performed, repaired, corrected or replaced following discovery of a Defect during the original Warranty Period shall be extended from the time of such re-performance, repair, correction or replacement for a period equal to the original Warranty Period for such Equipment, provided, further, that in no event the Warranty Period as extended for any Equipment shall extend for more than twelve (12) months after the end of the initial Warranty Period.

## 2. Scope

This Agreement applies to the purchase of Equipment by PSS from Supplier and governs the whole business relationship between PSS and Supplier. Terms in any Invoice, Order Confirmation and any other modifications, counterproposals, or counteroffers proposed by Supplier are expressly rejected.

## 3. The Contract

- 3.1 The Contract consists of the following documents: (i) Supply Contract, (ii) Purchase Order(s), (iii) Other Conditions, and (iv) this Agreement. In the event of conflicts between aforementioned documents of the Contract, the priority of the documents shall be determined according to the foregoing sequence.
- 3.2 The Contract represents all of the agreements between the Parties and shall have priority over all prior, express or implied, written or verbal, assurances and/or agreements.
- 3.3 Upon Supplier's acceptance, the terms of the relevant Purchase Order, together with the terms in the other Contract documents, will become a binding Contract between PSS and Supplier. Acceptance is expressly limited to the terms provided by the Contract.
- 3.4 Amendments of the Contract must be in writing and must be validly signed by the Parties.

## **4. Ordering**

### **4.1 Requirements**

- 4.1.1 PSS shall from time to time issue a Supply Contract or Purchase Order to Supplier. Supplier will respond to PSS within 3 business days from the issue date of a Supply Contract or Purchase Order.
- 4.1.2 Supplier accepts a Supply Contract or Purchase Order by sending an Order Confirmation to PSS by e-mail or written confirmation within 3 business days from the issue date of the Supply Contract or Purchase Order. If the issue date of the Supply Contract or Purchase Order is not determinable, the date mentioned in the Supply Contract or Purchase Order will be considered the issue date.
- 4.1.3 Supplier will fulfill a Supply Contract or Purchase Order according to the quantities, milestones, targets, time schedule, delivery dates, specifications and other requirements stated in the Supply Contract or Purchase Order. If Supplier cannot meet the terms set forth in a Supply Contract or Purchase Order, Supplier will inform PSS and propose alternative terms within 3 business days from the issue date of the Supply Contract or Purchase Order. If PSS accepts such alternative terms, PSS shall issue a revised Supply Contract or Purchase Order including the alternative terms. Alternative terms, including any terms and conditions on or referenced in such acknowledgement that vary from or add to this Agreement, the Supply Contract, the Purchase Order, or any other contractual document, are expressly rejected unless incorporated into a Supply Contract or Purchase Order.
- 4.1.4 If Supplier does not send an Order Confirmation according to this Section 4.1 or if Supplier executes a Supply Contract or Purchase Order in whole or in part, Supplier is deemed to have accepted the Supply Contract or Purchase Order.

### **4.2 Rescheduling and Cancellation**

PSS shall be entitled to reschedule or cancel a Supply Contract or Purchase Order in writing without a statement of grounds and without any liability at any time prior to receipt of an Order Confirmation.

## **5. Specifications**

PSS may provide Supplier with drawings, designs, specifications, documents and other data ("PSS Specifications") which Supplier shall be allowed to use, free of charge, in accordance with this Agreement and only to the extent needed to meet its obligations under the Contract. In case of any inconsistencies or discrepancies in or between such PSS Specifications, Supplier shall inform PSS immediately in writing. Supplier shall be liable for all damages, losses, costs, expenses and liabilities incurred by PSS arising out of Supplier's failure to comply with this Section 5.

## **6. Changes**

- 6.1 Supplier will not make any change to Equipment, its development, manufacturing, installation or testing process, or its suppliers except as requested or instructed by PSS in writing. Supplier is committed to working with PSS to improve quality, timing and reduce costs of Equipment and any contractual performance. As such, If Supplier learns of a possible change that may reduce costs, improve quality or otherwise be beneficial to PSS, Supplier will inform PSS of the possible change. PSS's prior written consent is required for any change to the cost or timing of Equipment or contractual performance.
- 6.2 PSS shall be entitled to demand changes to Equipment, contractual milestones, targets or time schedule at any time. Supplier shall be required to promptly review the feasibility and the technical and commercial effects of the changes and transmit a written offer to PSS concerning implementation of the changes. The offer must contain a detailed description of the effects of the changes (particularly with respect to the safety and quality of Equipment, the costs, the delivery dates, and the time schedule, milestones or targets defined in the applicable Supply Contract or Purchase Order) and the necessary documentation.
- 6.3 If PSS accepts Supplier's offer, the Parties shall undertake all necessary adjustments in writing prior to implementation of the changes. This shall apply, in particular, to the adjustment of technical specifications, drawings, remuneration, time schedule, milestones, delivery dates and delivery locations.
- 6.4 If the Parties do not reach an agreement with respect to all requested changes, PSS shall be entitled to either:

- engage a third party to implement the changes. In such case, Supplier promises to deliver to PSS all drawings, designs, technical specifications and other documents or data that are necessary to the planning and implementation of the changes.; or
- terminate the Contract in whole or in part.

## **7. Delivery**

### **7.1 General**

7.1.1 Time is of the essence, and all Equipment deliveries must be made both in quantities and at times specified in the Contract.

7.1.2 Supplier will strictly comply, in all respects, with PSS's shipping conditions defined in the Contract.

### **7.2 Delivery Terms**

Supplier will transport and deliver Equipment under generally accepted international standards for shipment of similar goods. Unless otherwise defined in the applicable Supply Contract or Purchase Order, Supplier shall transport any Equipment per "DDP Incoterms 2010" to PSS's premises defined in the applicable Supply Contract or Purchase Order and unload, install and test the Equipment at its sole responsibility in accordance with the time schedule, milestones and targets defined in the Supply Contract or Purchase Order.

### **7.3 Packaging and labeling**

Supplier ensures that all Equipment will be labeled and packaged in accordance with the specific conditions and requirements relating to PSS's premises defined in the applicable Supply Contract or Purchase Order, such that the Equipment is not damaged during transport, (un)loading processes, storage or installation.

### **7.4 Transfer of Ownership**

7.4.1 Ownership of Equipment shall pass to PSS when the Equipment is granted Provisional Acceptance.

7.4.2 If Supplier holds Equipment in custody for PSS following their creation or purchase, Supplier shall store the Equipment safely and label it clearly as the property of PSS. Supplier guarantees it shall use the Equipment solely for the purpose of delivering additional Equipment to PSS.

7.4.3 Supplier shall not be entitled to reserve ownership of Equipment without the express consent of PSS. Supplier shall promptly inform PSS, should any of Supplier's suppliers or subcontractors reserve ownership of Equipment or components of the Equipment.

### **7.5 Transfer of Risk**

Unless otherwise agreed between the Parties in writing, the risk of damage to or loss of Equipment shall pass to PSS when the Equipment is granted Provisional Acceptance.

### **7.6 Early Delivery, Excess Contractual Equipment and Late Performance**

7.6.1 Early delivery of Equipment shall require prior written approval of PSS. In the absence of such written approval, PSS may refuse any early delivery and Supplier will re-deliver the Equipment on the correct date at Supplier's expense. PSS may return to Supplier, at Supplier's expense, any quantity of Equipment in excess of that specified in the applicable Supply Contract or Purchase Order.

7.6.2 Supplier will promptly notify PSS in writing of any possible delay in the development, transport, unloading, installation or testing of Equipment or in any of its contractual performance. If development, shipment, unloading, installation or testing of Equipment or any of Supplier's contractual performance is late or if the time schedule or any milestone or target defined in the Supply Contract or Purchase Order is or may be delayed, endangered or at risk as a result of Supplier's acts or omissions, PSS may, at its option: (i) require Supplier to a), at Supplier's expense, use best efforts to expedite performance or development, shipment, unloading, installation or testing of the delayed Equipment, and b) pay 1,5% of the total price of the related Supply Contract or all related Purchase Orders, per started calendar week of delay; (ii) if PSS concludes in its reasonable discretion that other remedies are insufficient, cancel, without



any liability, all or part of the related Supply Contract or Purchase Order; or (iii) if PSS concludes in its reasonable discretion that other remedies are insufficient, cover for delayed Equipment, time schedule, milestone, target or Supplier's late performance by completing the development, manufacture, supply, unloading, installation, testing or operating of Equipment or any affected milestone or target either by itself or a third party, provided that Supplier shall transfer to PSS, free of charge and within 5 calendar days from PSS's request, all Created Data and all other drawings, specifications, documents, know-how, tools, machinery, equipment, apparatus, materials, data and other information needed for PSS or the third party appointed by PSS to develop, manufacture, supply, unload, test, operate and maintain the Equipment, or to otherwise complete the contractual milestones or targets.

- 7.6.3 If PSS concludes in its reasonable discretion that the remedies in Section 7.6.2 are insufficient for any delayed Equipment, time schedule, milestone, target or Supplier's late performance, then, upon PSS's request, Supplier will pay PSS an amount equal to the price of the delayed Equipment, milestone, target or performance defined in the related Supply Contract or Purchase Order. These amounts will be due 30 calendar days from the date of PSS's Invoice. At its option, PSS may elect to exercise all other remedies provided at law, in equity and in the Contract, in lieu of liquidated damages.
- 7.6.4 Supplier is aware that substantial damage may arise, if Equipment is not transported, unloaded, installed or tested within the defined time periods, or if Supplier's performance is late. Therefore, Supplier shall, in addition to the remedies described in Sections 7.6.1, 7.6.2 and 7.6.3, be liable for and defend, indemnify and hold harmless PSS from and against any and all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and other expenses of litigation and arbitration), claims, demands, suits, penalties, judgments or administrative or judicial orders incurred by PSS as a result of early or late deliveries, excess Equipment, Supplier's late performance, or any delayed or endangered time schedule, milestones or targets.

## **8. Quality Assurance**

- 8.1 Supplier acknowledges that quality is of critical importance in Supplier's performance under the Contract and shall therefore strictly comply with all terms and conditions of the Contract, including testing, quality management, quality control, complaint handling, and preventive and corrective actions.
- 8.2 Supplier represents and warrants that: (i) Equipment will be new and comprised of new materials at the time of delivery at PSS's premises; (ii) during the Warranty Period, Equipment will be free from Defects in materials, workmanship, and design; (iii) during the Warranty Period, Equipment will perform in accordance with their specifications; (iv) during the Warranty Period, Equipment will be fit for the purpose for which it is intended and safe for any use that is consistent with the applicable specifications or that is reasonably foreseeable; (v) if any software upgrade for Equipment becomes available during the Warranty Period, Supplier will promptly arrange to make such upgrade available to PSS; (vi) during the Warranty Period, Equipment complies with all applicable laws, regulations, and industry standards; and (vii) Equipment will be free of harmful materials, such as malware, viruses and all other malicious code, disabling code, or code that causes either the Equipment or any product that is directly or indirectly manufactured, produced or generated by using Equipment, to perform in an unintended manner. Supplier will comply with industry standard practices regarding the detection and correction of harmful materials and will promptly notify PSS if Supplier becomes aware of harmful materials. This notice will include a description of the nature of the harmful materials, an analysis of the threats created by the harmful materials and Supplier's proposed mitigation plan.
- 8.3 Supplier's performance will be measured and monitored according to the principles set forth in the Contract.
- 8.4 Supplier shall promptly and diligently after receipt of written notice thereof, and in any case no later than of 7 calendar days, remedy, including, by providing and installing spare parts, at Supplier's sole cost and expense, any Defect in materials, workmanship or design which may develop during the Warranty Period and any damage to Equipment caused in rectifying such Defects. In case Supplier fails to remedy such Defects in accordance with this Section 8.4, PSS, upon written notice to Supplier, shall be entitled to remedy such Defects, at the Supplier's sole cost and expense, by whatever method PSS deems expedient, including the hiring of third parties, provided that Supplier shall transfer to PSS, free of charge and within 5 calendar days from PSS's notice, all Created Data and all other drawings, specifications, documents, know-how, tools, machinery, equipment, apparatus, materials, data and other information needed for PSS or the third party appointed by PSS to remedy the Defect, or to further develop, manufacture, supply, unload, test, operate and maintain the Equipment or to otherwise complete the contractual milestones or targets.
- 8.5 In no event shall any payment by PSS to Supplier or any failure by PSS to discover or reject Defects or non-compliance of Supplier's performance with the Contract, be deemed an acceptance or waiver of such Defect or non-compliance.

8.6 Supplier must fulfil all of its obligations under this Section 8 at Supplier's own cost. PSS shall not be liable to Supplier for any costs, expenses or other amounts suffered or incurred by Supplier in fulfilling its obligations under this Section 8.

8.7 Supplier shall be liable for and defend, indemnify and hold harmless PSS from and against any and all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and other expenses of litigation and arbitration), claims, demands, suits, penalties, judgments or administrative or judicial orders incurred by PSS arising out of Defects which are due to Supplier's acts or omissions.

## **9. Spare Parts**

9.1 Supplier represents and warrants that if spare parts are required for the proper ongoing use and maintenance of Equipment, Supplier shall give PSS notice of this (and details of the costs of those spare parts) before the effective date of the applicable Supply Contract or Purchase Order.

9.2 If spare parts are required for the proper ongoing use and maintenance of Equipment and Supplier has not otherwise agreed to supply those spare parts to PSS, then Supplier must (i) maintain a readily available stock of spare parts for at least the anticipated reasonable useful life of the Equipment and (ii) supply those spare parts to PSS at a cost no greater than the cost charged to Supplier's other customers at any time requested by PSS during the anticipated reasonable useful life of the Equipment.

## **10. Audit and Inspection**

10.1 During the Term of the Contract and for a period of one year after termination of the Contract, PSS shall be entitled to perform Audits on Supplier's premises or at any other location where Supplier carries out or has carried out any of its obligations under the Contract, in order to verify compliance with the Contract. PSS shall be permitted to audit and inspect all of Supplier's relevant books, records, accounts, systems, facilities, equipment, data, materials, assembly lines, processes, and procedures (and those of its subcontractors) including Supplier's quality assurance measures.

10.2 PSS shall be entitled to conduct an Audit in accordance with Section 10.1 at any time during normal working hours upon reasonable advance notification. In general, advance notification shall be deemed to be reasonable, if it is made 5 business days prior to the Audit. Audits should not unnecessarily impede Supplier's operational processes. Any cost incurred by Supplier during an Audit shall be borne by Supplier.

10.3 Supplier guarantees it will comply with all product and process Audit requirements and principles defined in the Contract.

10.4 Supplier ensures to comprehensively cooperate with and assist the Auditor. In particular, Supplier shall grant the Auditor access to the development and production facilities and any other relevant premises and provide all requested documents and information. The Auditor shall also be entitled to take related documentation with him for documentation purposes.

10.5 If the Audit reveals that Supplier is not complying with the required standards, Supplier shall promptly take all necessary and reasonable measures in order to achieve the required standards. In particular, Supplier shall implement the measures defined during the Audit within the agreed upon timeframe and release a deployment action plan within 5 business days to follow up the implementation of such measures.

10.6 If Audits are conducted as a result of Equipment related problems (quality problems, delivery issues, etc.) for which Supplier is responsible, Supplier shall reimburse PSS for the reasonable documented costs incurred in connection with the Audit within 30 calendar days after receipt of the Invoice.

10.7 Supplier shall, at the request of PSS, actively participate at its own expense in Audits, discussions, and analyses that relate to Equipment or Supplier's performance and are initiated by PSS or the Customer.

10.8 For the sake of clarification, none of PSS's rights, particularly those regarding to warranty and damage claims, shall be affected by the conduct of an Audit or by measures taken during or as a consequence of an Audit. In particular, Supplier shall be required to independently review all measures and to conduct them autonomously. Supplier agrees that PSS shall assist Supplier within the framework of Audits solely with respect to compliance with contractual duties. If Supplier desires additional information or assistance, Supplier will need to enter into a consulting contract with PSS.

## **11. Payment**

### **11.1 Price**

The purchase price is: (a) stated in the Supply Contract or Purchase Order and, unless expressly agreed otherwise in writing (e.g. in a Supply Contract), a firm fixed price for the duration of the Contract which is not subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected; (b) unless otherwise defined in writing, inclusive of those taxes, if any, and any duties applicable to provision of Equipment; and (c) inclusive of all development, storage, handling, packaging, labeling, shipping, unloading, installation, testing, training and all other expenses and charges.

### **11.2 Invoices**

11.2.1 Each Invoice will only be issued on or after fulfillment by Supplier of the respective milestone or target defined in the applicable Supply Contract or Purchase Order and payment will be deemed to occur upon wire transfer or commencement of other means of payment to Supplier. All invoices will be issued to PSS in strict compliance with the pricing in the Supply Contract or Purchase Order, and in compliance with applicable tax requirements. Supplier will pay duty if the delivery term specified on the Supply Contract or Purchase Order requires the Supplier to pay it. Supplier will, at its expense, comply with PSS's instructions and policies with respect to the form, content and method for submission of Invoices.

11.2.2 PSS shall be entitled to return and not pay Invoices that do not conform to the foregoing requirements.

11.2.3 PSS is not required to pay any Invoice submitted more than 180 calendar days after fulfillment by Supplier of the respective milestone or target defined in the applicable Supply Contract or Purchase Order.

### **11.3 Payment terms**

Subject to the provisions of Sections 11.1 and 11.2, and except as otherwise provided in the Supply Contract or Purchase Order, PSS shall pay Supplier within 90 calendar days end-of-month upon fulfillment by Supplier of the respective milestone or target defined in the applicable Supply Contract or Purchase Order, and receipt by PSS of the Invoice and any other necessary documentation.

### **11.4 Right to set off**

In addition to any right of setoff or recoupment provided by law or in equity, PSS will be entitled at any time to set off or recoup against sums payable by PSS to Supplier and/or Supplier's Affiliates any amounts for which PSS determines in good faith Supplier and/or Supplier's Affiliates is liable to PSS. PSS may also withhold and set off against its payment obligations under this Agreement, or require Supplier to pay to PSS within 30 calendar days of receipt of PSS's Invoice, any amounts PSS may have overpaid to Supplier in prior periods.

### **11.5 Taxes**

The purchase price will include duty, if applicable, and tax unless otherwise specified in writing. Supplier will pay duty if the delivery term specified in the Supply Contract or Purchase Order requires the Supplier to pay it.

## **12. Intellectual Property Rights**

### **12.1 General**

All Equipment, Created Data and performance produced as part of the activities that are the subject matter of the Contract shall be owned exclusively by PSS. PSS shall have all right, title and interest, including but not limited to all right to obtain copyright, patents or other protections, in and to such Equipment, Created Data and performance, and any works used as a basis for creating such Equipment, Created Data or performance. Neither Supplier, its Affiliates or its subcontractors or any other party who has copyright to any works comprising any such Equipment, Created Data or performance, shall object to modification and/or translation of the Equipment, Created Data or performance by PSS. If Supplier uses subcontractors in the framework of the Contract, Supplier must have in place appropriate contractual agreements in order to ensure that said subcontractors also agree to this Section 12.1 as binding for themselves.



## 12.2 Developed IP Rights

- 12.2.1 In the event that any Developed IP Rights (including without limitation inventions, designs, discoveries, improvements, concepts, techniques, processes and know-how, whether or not patentable) arise or are created during the term of the Contract and in connection with the Equipment or as a result thereof whether by PSS or Supplier individually or jointly by PSS and Supplier, it is hereby acknowledged and agreed that all such Developed IP Rights, the right to file applications for the protection thereof (including without limitation applications for patent, utility model, design patent, registered design and copyright) in any country, and all Intellectual Property Rights and other rights arising therefrom, shall be the sole and absolute property, in equity and law, of PSS.
- 12.2.2 Supplier shall promptly notify PSS of the creation of any and all Developed IP Rights promptly following its coming into existence and shall provide full details of same to PSS. Such details shall include all information including know-how necessary to adequately protect the Developed IP Rights. Supplier shall provide such assistance, and undertake such acts, as reasonably requested by PSS in order to ensure that full title to all Developed IP Rights vests in PSS.
- 12.2.3 Notwithstanding anything in Section 12.2.2 above, on the earlier date of completion of all milestones of the applicable Supply Contract or Purchase Order, or the expiration or termination of the Contract, the applicable Supply Contract or Purchase Order for any reason whatsoever, Supplier shall at its expense do and execute and shall procure that its employees and any subcontractor and its employees engaged in the framework of the Contract do and execute any further thing or document as may be required by PSS to give effect to Section 12.2.2.
- 12.2.4 PSS shall bear full and sole responsibility (including costs) for the filing, prosecution and maintenance of applications for the protection of the Developed IP Rights.

## 12.3 Background IP Rights

- 12.3.1 PSS and Supplier will each retain ownership of their respective Background IP Rights.
- 12.3.2 To the extent that any of Supplier's Background IP Rights are incorporated into or embodied within Equipment, or otherwise govern the manufacture, use, marketing, sale or distribution of the Equipment, Supplier hereby grants to PSS and causes its Affiliates and Personnel to grant to PSS an irrevocable, worldwide, non-exclusive, perpetual to the maximum extent permitted by law, royalty free, fully paid-up license including the right to sublicense, to make, have made, use, reproduce, modify, repair, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import, without limitation, Equipment containing Supplier's Background IP Rights.

## 12.4 License to Supplier

PSS hereby grants to Supplier a limited, non-exclusive, non-assignable, non-sublicensable, license to use, copy, modify, make derivative works of, manufacture, import, and distribute any information or technology in which PSS has any Intellectual Property Rights solely to the extent necessary for Supplier to perform its obligations under the Contract. Supplier agrees that it will not engage in, nor will it authorize or allow others to engage in, reverse engineering, disassembly or de-compilation of any information or technology in which PSS has any Intellectual Property Rights. Except as expressly provided in the Contract, no other rights or licenses are granted to Supplier, including by way of implication, waiver, or estoppel.

## 12.5 Right to Repair

For the avoidance of doubt, PSS will have the right to repair, reconstruct, remanufacture, reflash, or rebuild the specific Equipment delivered under the Contract without payment of any royalty to Supplier.

## 12.6 Miscellaneous

- 12.6.1 Equipment manufactured based on PSS's drawings, designs, and/or specifications as well as any software code or models provided by PSS may not be used for Supplier's own use or sold to third parties without PSS's express written authorization. Nothing in the Contract is an admission by PSS of the validity of any Intellectual Property Rights claimed by Supplier, including an admission that any license is required by PSS to manufacture the Equipment or continue the services contracted. Supplier will claim and acquire all rights and waivers of Supplier's Personnel required to enable Supplier to grant PSS the rights and licenses in the Contract. Supplier assumes full and sole responsibility for compensating Supplier's Personnel for such rights and waivers, including the remuneration of employees. Supplier, on behalf of itself and PSS and its Customers will comply with all obligations with respect to software that forms any part of the Equipment or services contracted, including obligations under any licenses.

12.6.2 For the avoidance of doubt, it is hereby acknowledged and agreed that all prices defined in a Supply Contract or Purchase Order include any and all costs as may be incurred by Supplier in granting or procuring the right to use or otherwise exploit the Intellectual Property Rights owned, controlled or licensed by Supplier in connection with Equipment or Supplier's performance under the Contract.

12.6.3 Supplier shall at the earlier date of acceptance by Supplier of a Supply Contract or Purchase Order, provide PSS with an exhaustive list of both all Background IP Rights owned or controlled by Supplier and all Intellectual Property Rights owned or controlled by third parties which are used or needed for 1) the development, manufacture, supply, sales, exploitation or use of Equipment or 2) Supplier's performance under the applicable Supply Contract or Purchase Order.

### **13. General Representations and Warranties**

Supplier represents and warrants that:

- (i) it has full power and authority to enter into and fulfill its obligations under the Contract;
- (ii) Supplier's performance under the Contract is of professional quality and performed with reasonable skill and care and consistent with generally accepted industry standards;
- (iii) PSS will acquire good and clear title to Equipment free and clear of all liens, security interests, claims, and encumbrances;
- (iv) Supplier has and will retain all necessary rights to grant the licenses under the Contract and PSS's use, sale, offer to sell, import, or distribution of Equipment will not infringe or misappropriate any Intellectual Proprietary Rights of any third party;
- (v) Supplier has no knowledge of, or has disclosed to PSS in writing, any unresolved claims, demands, or pending litigation alleging that Equipment is defective or infringes or misappropriates, directly or indirectly, any third party's Intellectual Property Rights;
- (vi) Supplier and its Personnel's fulfillment of their obligations under the Contract will not breach any obligations they have to any third party;
- (vii) Supplier has complied with and will comply with the PSS Supplier Code of Conduct in its performance under the Contract; and
- (viii) Supplier shall at all times promptly and diligently proceed with its performance under the Contract and develop, transport, deliver, install and test Equipment according to the time schedule, milestones and targets defined in the Contract without causing or helping to cause any damages. Until the risk of damage to or loss of Equipment has been taken over by PSS, Supplier shall be responsible for the care, custody and control of all materials and labor to be incorporated in Equipment, and for all risks to, loss of, damage to, or deterioration of such materials and labor, and the Equipment.

### **14. Compliance**

14.1 Supplier shall:

- to the extent that it accesses PSS's premises, comply with all of PSS's instructions and safety, health, and environmental provisions in effect at the premises and, if necessary, obtain necessary permits;
- comply with all laws and regulations applicable to its business or the performance of its obligations under the Contract, as such laws may be enacted and/or revised from time to time, including all laws pertaining to: (a) development, manufacture, sale, delivery, and/or use of Equipment; (b) occupational safety and health; (c) protection of persons and property from death, injury or damage; (d) labor and employment, including equal employment opportunity and workers' compensation; (e) tax; (f) export control; (g) the environment and the use, handling, storage, labeling, and disposal of toxic or hazardous materials; (h) money laundering, antiterrorism, trade embargos, and economic sanctions; and (i) anti-bribery and anti-corruption. Upon request, Supplier will provide PSS with evidence of such compliance and all information reasonably required for PSS to comply with any applicable laws. Supplier will provide PSS with accurate material safety data sheets regarding Equipment. To the extent not prohibited by law, Supplier will promptly notify PSS in writing of any investigation or inquiry

into whether Supplier (or any of its subcontractors) is charged with failing to comply with any laws that will or may impact, or are otherwise applicable to, any Equipment.

- Supplier will promptly provide evidence of its compliance with this Section upon PSS's request.

14.2 Supplier acknowledges that the duties listed in Section 14.1 constitute material contractual obligations.

14.3 Supplier shall comply with all requirements and demands of the Customer with respect to ethics, social and environmental sustainability as well as with the PSS Supplier Code of Conduct. Supplier shall ensure that all of its suppliers, subcontractors, and service providers agree to comply with and abide by the requirements of this Section 14.3.

14.4 Supplier shall be liable for and defend, indemnify and hold harmless PSS from and against any and all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and other expenses of litigation and arbitration), claims, demands, suits, penalties, judgments or administrative or judicial orders incurred by PSS arising out of Supplier's breach of Sections 14.1 and 14.3.

## **15. Insurance**

15.1 Supplier shall at its own expense obtain and maintain, with reputable and financially responsible insurance companies, all insurances required in respect of Equipment and Supplier's obligations under the Contract. All such insurances shall be at an appropriate level in line with the industry standard and shall adequately cover Supplier's liability towards PSS and third parties.

15.2 At any time upon PSS's request, Supplier shall promptly provide PSS with certificates or other adequate evidence of the existence and the extent of coverage of such insurances.

15.3 Existence of any insurance contract shall not limit Supplier's obligation under any provision of this Agreement.

15.4 Except to the extent to which Supplier is not obliged to do so pursuant to any applicable delivery term agreed between PSS and Supplier, Supplier will cause any carrier engaged by Supplier to insure this carrier's liability.

## **16. Confidentiality**

### **16.1 Definition of Confidential Information**

16.1.1 Confidential Information includes but is not limited to (i) the know-how, trade secrets, patent applications, engineering specifications, material formulations, product concepts, costs, financial information, computer code, customer information, marketing communication material, and other information related to the business activities of the disclosing Party, regardless of any restrictive markings, which the receiving Party learns or receives from the disclosing Party, its Affiliates or its and their respective officers, directors, employees, consultants, contractors, suppliers, agents, and legal, financial, or accounting advisors; (ii) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the receiving Party which contain, reflect or are based on, in whole or in part, any Confidential Information furnished to the receiving Party pursuant hereto; and (iii) the existence and terms of the Contract and the existence or status of, and any information concerning, any business relationship between the Parties. For clarity, PSS's Confidential Information includes PSS Background IP Rights, PSS Specifications, Developed IP Rights and Created Data.

16.1.2 Confidential Information does not include the disclosing Party's information which (i) the receiving Party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (ii) is or becomes publicly available through authorized disclosure; (iii) is independently developed by the receiving Party without the use of any Confidential Information; or (iv) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

### **16.2 Confidentiality Obligations**

Each Party acknowledges that the other Party claims its Confidential Information as a special, valuable and unique asset. For itself and on behalf of its officers, directors, agents, employees, and affiliates ("Representatives"), each Party agrees that it will not directly or indirectly disclose any Confidential Information it receives from the other Party, except to its Representatives who need to know it and who are bound by obligations of confidentiality consistent with the confidentiality

terms of this Agreement. Each Party agrees to use reasonable care to protect the Confidential Information, and in no event less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated.

### 16.3 Compelled Disclosure

Should the receiving Party be faced with legal action to disclose Confidential Information received under the Contract, the receiving Party shall promptly notify the disclosing Party and, upon the request of the latter, shall cooperate with the disclosing Party in contesting such a disclosure. If the receiving Party is required by any rules or regulations of any governmental authority or any stock exchange to disclose Confidential Information, it may do so but must first provide written notice to the disclosing Party. So long as the both Parties discharge the responsibilities set forth in the preceding sentences, neither Party shall be liable in damages for any disclosures pursuant to this section.

### 16.4 Return of Confidential Information

The receiving Party agrees to return to the disclosing Party all materials embodying Confidential Information including all copies, or to destroy all such materials, promptly at the earlier of the request of the disclosing Party or the expiration or termination of the applicable Supply Contract, Purchase Order or the Contract, unless otherwise defined in the Contract or required by law. Regardless of the return or destruction of Confidential Information, the receiving Party will continue to be bound by the terms of this Section 16.

### 16.5 No Rights

Except for the limited rights set forth in the Contract, neither Party acquires any right, title, or interest in and to the other Party's Confidential Information.

### 16.6 Independent Development

Each Party understands that the receiving Party may currently or in the future be developing information internally or receiving information from other parties that may be similar to the disclosing Party's information. Accordingly, without violation of this Section 16, the receiving Party may develop such equipment, machinery or other apparatus (or have such equipment, machinery or apparatus developed for it) that would compete with the equipment, machinery or apparatus contemplated by the disclosing Party to be developed based on the Confidential Information.

## **17. Liability and Indemnity**

### 17.1 Supplier Liability

In the event that any Equipment fails to conform to the warranties or specifications set forth in the Contract, or if Supplier otherwise breaches any of its obligations under the Contract, PSS will be entitled to recover from Supplier any and all damages, losses, costs, expenses and all legal and other professional fees and costs incurred by PSS as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by PSS (i) in inspecting, sorting, testing, repairing or replacing nonconforming Equipment or nonconforming deliveries; (ii) resulting from delayed Equipment, Supplier's late performance, or any delayed or endangered time schedule, milestones or targets; (iii) resulting from production interruptions; (iv) resulting from personal injury, including death, or property damage; (v) resulting from fraud, fraudulent misrepresentation, negligence or willful misconduct; (vi) resulting from Intellectual Property Right infringements; (vii) resulting from breach of Confidentiality; or (viii) resulting from matters for which liability cannot be excluded or limited under applicable law.

### 17.2 Supplier Indemnity

Supplier shall defend, indemnify and hold harmless PSS and its respective officers, directors, employees and agents from and against any and all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and other expenses of litigation and arbitration), claims, demands, suits, penalties, judgments or administrative or judicial orders incurred by PSS, to the extent arising from (i) Supplier's breach of any representations, warranties or obligations under the Contract; (ii) breach of Confidentiality by Supplier; (iii) personal injury, including death, or property damage attributable to Supplier's acts or omissions; (iv) defective Equipment, to the extent the Defect is attributable to Supplier's acts or omissions; (v) fraud, fraudulent misrepresentation, negligence or willful misconduct by Supplier, (vi) Supplier's failure to comply with applicable laws regarding the development, manufacture or supply of Equipment; or (vii) any allegation that Equipment, the processes used by Supplier to develop, manufacture or supply Equipment, or the marketing, sale or use of Equipment infringes or misappropriates any rights in Intellectual Property or any other proprietary rights held by third parties.

### 17.3 Additional Infringement Remedy

In addition to Supplier's indemnification obligations under Section 17.2 above, if the sale or use of any Equipment is enjoined due to any actual or alleged infringement or misappropriation of any rights in Intellectual Property or any other proprietary rights held by third parties, Supplier shall, at its expense and option, promptly either (i) procure for PSS the right to continue to use and sell such Equipment or (ii) replace the infringing Equipment with a noninfringing Equipment that is functionally equivalent to the infringing Equipment in all material respects, or (iii) modify such infringing Equipment so it becomes non-infringing. Any failure by Supplier to act in accordance with this Section 17.3 within 30 calendar days following receipt of notice shall constitute an uncured material breach of the Contract. As a result, Supplier shall promptly refund to PSS the full purchase price paid by PSS for all affected Equipment and PSS shall have the right to cancel any issued and outstanding Supply Contract or Purchase Orders for affected Equipment. These remedies shall be in addition to any other remedies PSS may have at law or otherwise.

## **18. Term and Termination of the Contract**

### 18.1 Term

The Contract will come into effect as set forth in Section 3.3 and shall remain in effect until terminated upon mutual written agreement or under this Section 18.

### 18.2 Termination for Cause

18.2.1 PSS may terminate all or any part of the Contract, without liability to Supplier, if Supplier (i) materially breaches its obligations under the Contract; (ii) states its intention not to perform or otherwise rejects its obligations under the Contract; or (iii) fails to make progress in performance so as to endanger the time schedule, milestones or targets or the timely and proper development, transport, delivery, unloading, installation, testing or operating of Equipment under the Contract; provided, however, that if any failure or breach under the foregoing (i) through (iii) is curable, PSS will notify Supplier and provide Supplier an opportunity to cure within the shorter of 7 calendar days from PSS's notice to Supplier or the applicable cure period defined in the Supply Contract or Purchase Order.

18.2.2 In addition, PSS may terminate the Contract upon giving at least 10 calendar days' notice to Supplier, without liability to Supplier, if Supplier breaches Sections 16. Confidentiality, 19.4 Assignment, or 19.5 Change of Control, or in the event that Supplier becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law.

### 18.3 Termination for Convenience

18.3.1 In addition to any other rights of PSS to terminate the Contract, PSS may, at its option, terminate all or any part of the Contract before the expiration date set forth in the Contract, at any time and for any reason, by giving written notice to Supplier.

18.3.2 In the event PSS exercises its right to terminate for convenience under this Section 18.3, PSS will pay to Supplier only the following amounts, without duplication: (i) the price defined in the applicable Supply Contract or Purchase Order for the respective milestone or target that has been fully completed by Supplier in accordance with the Contract and not previously paid for; and (ii) the actual costs of work-in-process and materials incurred by Supplier in furnishing Equipment under the Contract, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any Equipment or materials used or sold by Supplier with PSS's written consent and the cost of any damaged, destroyed or nonconforming Equipment or material.

18.3.3 Any request for payment submitted to PSS under this Section 18.3 must include sufficient supporting data to permit an Audit by PSS, including, without limitation, such supplemental and supporting information as PSS may request. Any request for payment under this Section 18.3 must be in writing and include, without limitation, a statement setting forth the Contract price for the Equipment, Invoices reflecting the actual cost of work-in-process and materials, the basis for the allocation of such costs to the terminated portion of the Contract, and any other supporting documentation reasonably requested by PSS.

18.3.4 Any amount otherwise due to Supplier pursuant to this Section 18.3 will be reduced by any amount owed by Supplier to PSS under the Contract or otherwise. Any payment under this Section 18.3 will not be deemed a waiver of any of PSS's other rights arising under the Contract or applicable law.



18.3.5 Notwithstanding any other provision of the Contract, PSS will make no payments under this Section 18.3 for finished Equipment, work-in-process or materials fabricated or procured by Supplier in amounts in excess of those authorized in PSS's Supply Contract or Purchase Orders or any undelivered Equipment or material that is in Supplier's standard stock or that can be sold, reused or redirected to Supplier's other customers.

18.3.6 Furthermore, any payments made under this Section 18.3 will never exceed the price payable by PSS for finished milestones or targets that would have been fulfilled by Supplier under PSS's Supply Contract or Purchase Orders outstanding at the date of termination. Except as expressly provided in this Section 18.3, PSS will not be liable for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, overhead, interest on claims, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of the Contract. The payment specified in this Section 18.3 is Supplier sole remedy for termination of this Contract under this Section 18.3.

#### 18.4 Supplier's Obligations in case of Termination

In the event of termination of the Contract, Supplier will:

- (i) immediately terminate all work under the Contract, unless otherwise instructed by PSS in writing;
- (ii) transfer title and deliver to PSS, as specified by PSS and within 5 calendar days from termination, any Equipment completed but not delivered as of the time of termination;
- (iii) transfer title and deliver to PSS within 5 calendar days from termination, all Created Data and all other work-in-process, drawings, specifications, documents, know-how, tools, machinery, equipment, apparatus, materials, data and other information which Supplier produced or acquired, in accordance with the Contract, or which is needed for PSS or any third party appointed by PSS to develop, manufacture, supply, unload, install, test, operate and maintain the Equipment or to otherwise complete the contractual milestones or targets;
- (iv) verify and settle all claims by subcontractors for actual costs that are rendered unrecoverable by such termination, provided Supplier has taken possession or is certain it will take possession of the materials for which Supplier has settled such claims;
- (v) take actions reasonably necessary to protect property in Supplier's possession in which PSS has an interest until disposal instructions from PSS have been received;
- (vi) if requested by PSS, transition supply to a successor supplier and fully cooperate in such transition.

### **19. Miscellaneous**

#### 19.1 Force Majeure

19.1.1 Any delay or failure of either Party to perform its obligations under the Contract will be excused to the extent that Supplier is unable to develop, transport, unload, install, test, sell or deliver, or PSS is unable to accept delivery or buy or use the Equipment covered by the Contract, directly as the result of Force Majeure, provided that written notice of such Force Majeure event (including the anticipated duration of the delay) must be given by the affected Party to the other Party as soon as possible (but in no event more than 1 business day after the Force Majeure event occurs).

19.1.2 During any force majeure event affecting Supplier's performance, PSS may, at its option, purchase Equipment, development, transport, unloading, installation or testing of Equipment or any other completion of the contractual milestones or targets, from other sources and reduce its Supply Contract or Purchase Orders by such quantities or performance scope, without liability to Supplier, or require Supplier to provide Equipment, development, transport, unloading, installation or testing of Equipment or any other completion of the contractual milestones or targets, from other sources in quantities and at times requested by PSS at the price set forth in the Contract.

Supplier will use all diligent efforts to ensure that the effects of any Force Majeure event are minimized and, as promptly as possible, resume full performance under the Contract. If requested by PSS in writing, Supplier will, within 3 business days after PSS's request, provide adequate assurances that the delay in Supplier's performance resulting from such event will not exceed 30 calendar days. If the delay lasts more than 30 calendar days or Supplier does not provide such adequate assurances, PSS may immediately terminate the Contract without liability to Supplier.

#### 19.2 Publicity

Neither Party shall issue or release any press release, article, advertising or other publicity relating to the Contract, its terms or existence, or the business relationship of the Parties. Supplier shall have no right to use the PSS name or corporate logo or any PSS trademarks, service marks, or marks of any similar likeness, without express prior written permission from PSS. Supplier agrees that this restriction applies to, among other things, all presentations, literature or other written materials that it may use to promote its products or services.

#### 19.3 Governing Law, Jurisdiction

All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration will be The Hague (the Netherlands) and the language of arbitration will be English. The Contract is governed by the UN Convention on the International Sale of Goods (CISG). For all issues not dealt with in this UN Convention, French law will apply.

#### 19.4 Assignment

The Contract may not be assigned by a Party without the other Party's written consent, except that PSS may assign, replicate or transfer the Contract in whole or in part, without consent of Supplier, in the case of a merger or sale of all or substantially all of the assets of PSS or to any of its Affiliates.

#### 19.5 Change of Control

If Supplier experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) or sells a significant portion of its assets, then Supplier must give written notice to PSS at least 60 calendar days prior to the effective date of such change of control or sale and PSS will have the right to terminate the Contract upon receipt of this notice.

#### 19.6 Supplier's Personnel

Supplier shall be responsible for the monitoring, use, and reasonable payment of all Personnel that it uses in connection to its obligations under the Contract. Supplier shall only use qualified and appropriately trained Personnel.

#### 19.7 Subcontracting

Supplier will not subcontract any of its obligations under the Contract without the prior written consent of PSS. Any such consent of PSS will not release Supplier from, or limit, any of Supplier's liability or obligations under the Contract. Supplier warrants and guarantees that any such subcontractor's performance will satisfy all requirements applicable to Supplier under the Contract.

#### 19.8 Severability

If a court of competent jurisdiction finds any provision of the Contract to be unenforceable for any reason, such provision shall be deemed automatically adjusted to conform to the requirements for enforceability so as to effect the intent of the Parties. If the provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from the Contract. In any event, the unenforceability of any provision of the Contract shall not affect any other provision hereof, and shall not render such provision unenforceable in any other jurisdiction.

#### 19.9 Amendments; Waivers

The Contract may only be amended by an express writing signed by authorized representatives of both Parties. The failure of either Party to enforce any provision of the Contract shall not constitute a waiver of future enforcement of that or any other provision in the Contract.

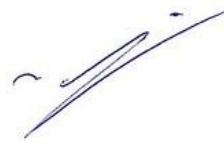
#### 19.10 Notices

All notices must be in English, in writing, and addressed to the other Party's primary contact. Notice can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**SUPPLIER**

**PSS Belgium NV**



By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: **Stijn Goeminne** \_\_\_\_\_

Title: \_\_\_\_\_

Title: **CFO** \_\_\_\_\_

Date: \_\_\_\_\_

Date: **16 July 2019** \_\_\_\_\_