



STELLA TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1 Definitions and Interpretations

1.1 In these Conditions, unless the context otherwise requires, the following words and expressions will have the following meanings:

"Approved Jurisdiction" means a member state of the European Economic Area (EEA) or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data;

"Business Day" a day that is not a Saturday, Sunday or public or bank holiday in the country in which the Goods and/or Services are provided;

"Conditions" these terms and conditions and any special terms and conditions agreed in writing between Stella and Supplier;

"Agreement" any agreement between Stella and Supplier for the purchase of Goods and/or Services, including these Conditions;

"Change of Control" will occur in respect of the Supplier where control of the Supplier is obtained (whether directly or indirectly) by any person (either alone or together with persons acting in concert with it) who did not at the date of the Agreement hold control (whether directly or indirectly) of the Supplier. For this purpose, "control" means the power to direct the management and policies of an entity whether through ownership of voting capital, contract or otherwise and "acting in concert" means acting together pursuant to an agreement or understanding (whether formal or informal);

"Data Protection Legislation" all privacy laws applicable to the Agreement – including GDPR – all regulations made pursuant to such legislation together with all co-

des of practice and other guidance issued by any relevant Data Protection Authority;

"Data Protection Authority" means local government or other official regulators responsible for enforcement of Data Protection Legislation in relation to Stella;

"Force Majeure event" means an event as set out in article 6:75 of the Dutch Civil Code. Provided however that, a Force Majeure event shall in any case not include: illness or incapacity of personnel or of third parties used by the Supplier, a shortage of personnel with the Supplier, non-fulfilment of obligations/breach of contract by third parties engaged by the Supplier, material shortages, defective (reserve) parts, liquidity and/or solvability problems of the Supplier, traffic jams, the impossibility of obtaining the required permits or permission, strikes and labour disputes;

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"Goods" the goods (including any part or parts of them) which Supplier is to provide to Stella pursuant to the Order, as well as all the associated documentation and other appropriate support materials for such;

"Government Official" any officer or employee of any government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf thereof;

"Intellectual Property Rights" any patent, copyright, database right, moral right, design right, registered design, trade mark (whether registered or unregistered), service mark (whether registered or unregistered), domain name, know-how, utility model, unregistered design or,

where relevant, any application for any such right, or other industrial or intellectual property right and any right to make an application for registered protection for any such rights subsisting anywhere in the world;

"Law(s)" means any laws, rules, regulations, ordinances, industry codes, practices and orders in the broadest sense which are in any way applicable to the Goods and/or Services. References to any Laws will include any subordinate law made under it and will be construed as references to such Law and/or subordinate law as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

"Order" any order from Stella to Supplier for the supply of Goods and/or Services;

"Parties" means Stella and Supplier jointly;

"Party" means Stella and/or Supplier individually;

"Policies" the policies, instructions and guidelines of Stella in place from time to time;

"Security Incident" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Stella (Personal) Data.

"Services" the services which Supplier is to provide to Stella pursuant to the Order;

"Specification" Stella's specifications or stipulations for the Goods and/or Services notified in writing to Supplier;

"Stella" means the Stella group company that entered into the Agreement;

"Stella Affiliate" means any subsidiary, sister or holding company of Stella;

"Stella Personal Data" personal data as within the meaning of any Data Protection Legislation provided to Supplier by Stella within the scope of performance of an Agreement and/or Order; and

"Supplier" the person, firm or company to whom the Order is addressed, who is subject to these Conditions and/or who enters into an Agreement with Stella.

2 Agreement Formation and Incorporation

2.1 The Agreement will be subject to these Conditions to the exclusion of all other terms and conditions. Unless Parties have explicitly agreed otherwise in writing, any general, special, or other conditions of the Supplier, including any terms or conditions which Supplier pur-

ports to apply under any quotation, Order acknowledgement or any other notification or document issued by Supplier, of any description whatsoever, shall not be applicable.

2.2 In the event of differences between provisions of these Conditions and any other document that constitutes a part of the Agreement, these Conditions shall prevail, unless otherwise has expressly been agreed in writing.

2.3 In the event of a conflict between the Order and any quotation pertaining thereto or any confirmation thereof by Supplier, the content of the Order shall apply as the content of the Agreement between Stella and the Supplier and shall therefor prevail.

2.4 Subject to article 2.5, each Order is an offer made by Stella to Supplier and the Agreement is formed when Stella's Order is accepted by Supplier. Orders shall be deemed accepted if not rejected by Supplier by notice in writing within 24 hours of their date.

2.5 No Order shall be capable of acceptance by Supplier unless it is in writing on Stella's official order form and is signed by an authorised representative on behalf of Stella, unless otherwise agreed in writing by Stella, or the Order is made via Stella's electronic ordering system.

2.6 Supplier shall timely notify Stella of incomplete, inaccurate and/or contradictory information found by Supplier in the Order as not to exceed the specified delivery period.

2.7 Stella is entitled to adjust the volume and/or Specification of Goods and/or Services to be delivered under an Order. If such an adjustment has consequences for the agreed price, delivery time and/or quality of the Goods and/or Services, Supplier will inform Stella thereof in writing as soon as possible but in any case within five (5) Business Days after the adjustment notice without giving effect to the adjustment during this period. If these consequences are unreasonable in relation to the adjustment, in the opinion of Stella, Stella may dissolve the Order through a written notice to Supplier unless this would be unreasonable in light of all relevant circumstances. Such dissolution will be without any liability of Stella, and shall not entitle Supplier to any damages.

2.8 If adjustments lead to an increase of the purchase price, such change shall be agreed in writing between the

Parties. For the avoidance of doubt, extra work can only be carried out at the request, and with the prior written permission, of Stella. The Supplier is not permitted to carry out extra work unless, and not until, it has been given a written order, or written permission, for such by way of an Order. Extra work shall in any case and not be deemed to include additional activities that the Supplier could, or should, have known would be necessary in order to deliver the agreed performance and functionalities, or which are the result of an attributable shortcoming of the Supplier.

2.9 Stella can postpone a delivery of Goods and/or Services when necessary. Supplier will then make sure to correctly and recognizably store the Goods. Supplier will also secure and insure the Goods and take all necessary measures to prevent a decline in quality until the date of delivery. If storage results in extra costs to Supplier, Supplier and Stella will discuss if and how these costs will be repaid to Supplier.

2.10 Stella may cancel the delivery of all or any part of an Agreement at any time. If cancellation results in extra costs to Supplier, Supplier and Stella will discuss if and how these costs will be repaid to Supplier.

2.11 No variation to the Conditions will be effective unless it is in writing and is signed by a duly authorised representative of Stella.

3 Delivery of Goods and Services

3.1 Delivery of the Goods and/or the Services shall take place strictly in accordance with Stella 's delivery instructions whether given in the Order or separately, which Stella may amend at any time. Each delivery of Goods must be clearly marked in accordance with the Specification and/or the Order. If no delivery instructions are provided, then delivery of Goods will take place DDP (Incoterms 2020) Oosteinderweg 90, 8072 PD, Nunspeet, the Netherlands. In addition Supplier will off-load the Goods for its own account and at its own risk.

3.2 Time of delivery of the Goods and/or the Services is of the essence of the Agreement and all agreed time frames will be deemed critical. Stella shall be under no obligation to accept delivery of the Goods and/or the Services before or after the specified delivery time. In case Supplier exceeds the delivery period, Supplier will be

considered to be in default by operation of law and Stella will be entitled to dissolve the Agreement and/or to claim damages.

3.3 As soon as Supplier is aware or should be aware of the fact that the performance of the Agreement will not or not timely or duly take place, he shall forthwith notify Stella thereof. If Supplier has failed to do so, a subsequent invocation of exceeding the term – including circumstance beyond his control – shall not be accepted. Supplier shall also notify Stella without delay of which corrective measures will be taken by Supplier at his own expense. If the measures proposed by Supplier cannot reasonably be considered by Stella as adequate, Supplier shall carry out the necessary measures subsequently communicated by Stella.

3.4 Supplier shall notify Stella promptly if it has reason to believe that it may not be able to meet one or more delivery dates. Such notification does not excuse Supplier from the late delivery. Upon Supplier's notification to Stella of late delivery, Stella may elect to expedite shipment of the Goods affected by the delayed delivery so as to minimize costs incurred by Stella and/or Stella may elect to have the Services performed by a third party. If Supplier had previously agreed to the delivery date, Stella may opt to invoice Supplier or take a credit for the difference between the original shipping fee and the cost for the expedited shipping service and/or Stella may opt for the costs of having the Services performed by a third party. This alternative is in addition to any other available relief or remedy to which Stella may be entitled.

3.5 Stella shall not be obliged to accept quantities of the Goods which vary in weight or otherwise from those specified in the Specification or the Order. Stella shall also not be obliged to accept Services deviating from the Specification. Partial deliveries are permitted only if agreed in writing.

3.6 Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach their destination undamaged in good condition. Supplier shall ensure that the Goods and Services shall be compliant with all applicable Laws using good commercial practices customary in the industry. Stella shall not be obliged to return to Supplier any packaging materials for the Goods.

3.7 Supplier is responsible at its own cost for complying with Laws and controls associated with the delivery of the Goods and/or the Services. These include export and import Law, regulation and controls including obtaining export and import licences, paying all applicable duties, securing a country of origin certificate, securing a packaging slip, and securing obtaining all other consents required to deliver the Goods or the Services.

3.8 Supplier is only allowed to have the Services fully or partially performed by a third party after written consent of Stella. If a third party is used to fully or partly perform the Services, Supplier will remain fully liable for the Services contracted out to this third party.

3.9 In case of performance of Services, Supplier shall:

- (a) provide, upon request of Stella, its tax identification numbers and documents, and a valid certificate of registration with the authority implementing employee insurance schemes, if issued;
- (b) provide, upon request of Stella, a recent (not older than three months) extract from the Commercial Register of the Chamber of Commerce;
- (c) submit to Stella a list of all employees to be employed in performance of Services;
- (d) comply with all Laws and obligations including obligations for payment of social insurance contributions and wage tax, related to the work assigned to him and further to observe the applicable collective bargaining agreements if applicable;
- (e) provide, upon request of Stella a statement with respect to the payment of wage tax and contributions;
- (f) comply with all instructions and directions given by Stella.

3.10 Supplier shall arrange for such manpower that the performance of Services is in conformity with the Agreement and/or Conditions and the planning determined by Stella.

3.11 Insofar as the Supplier supplies software, Stella shall receive any non-exclusive, perpetual, non-cancellable, transferable licence so it can use the software without any restrictions, and – regardless of the existence of a maintenance agreement between the Parties – for an unlimited period. “Licence” is understood here to also include the right of Stella to grant sub-licences to its customers, either on the basis of Stella’s own licen-

ce conditions, or on the usual conditions of the Supplier, which shall be sent free of charge to Stella on request.

4 Acceptance of Goods and Services

4.1 No inspection or testing by Stella whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods.

4.2 Supplier shall promptly inform Stella of any matter of which it is or reasonably should, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Stella (including Law or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken and/or those that should be taken.

4.3 Stella will not be deemed to have accepted the performance of the Services as completed until Stella provides Supplier with formal acknowledgment in writing to that effect.

5 Title and Risk

5.1 Title to and risk in the Goods shall pass to Stella on delivery in accordance with the Agreement, provided that if Stella pays for the Goods prior to delivery, title to the Goods shall pass to Stella when payment is made.

5.2 As long as the Goods, or a part of such, have not been placed in the possession of Stella, the Goods (or that part) shall be looked after by the Supplier with due care and consideration. Up until the moment of supply, the Supplier is obligated to insure the Goods for Stella or a third party designated by Stella.

5.3 Supplier guarantees that Stella will receive undisputed and unencumbered title to the Goods. Stella will retain title over Goods handed over to Supplier for reparation, adaption or processing, but the risk for the Goods is transferred to Supplier during the time Supplier has control over the Goods handed over for reparation, adaption or processing.

6 Prices and Payment

6.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, instal-

lation costs and all other costs incurred by Supplier in relation to the Goods and/or Services and their delivery unless otherwise specified in the Order. Costs charged, not covered by an Order and/or Agreement will not be eligible for payment.

6.2 The prices are fixed, unless the Agreement details circumstances that can lead to an adjustment of the prices, as well as the way in which the adjustment will take place. Stella is only obligated to pay for cost and/or price increases if the Parties have agreed to such in writing in advance.

6.3 All sums payable under the Agreement are exclusive of VAT and any other applicable tax or duty payable upon such sums. Supplier will separately state such taxes and/or duties in Supplier's invoices.

6.4 Supplier may only invoice Stella on or after delivery of the Goods and/or the Services and invoices submitted early shall be deemed received on the date of delivery of the Goods and/or the Services. Invoices shall be in such form as Stella specifies from time to time.

6.5 Invoices shall be sent electronically or in writing to Stella, shall be in accordance with relevant Law and shall at a minimum contain:

- (a) the Order-number and reference number of Stella ;
- (b) the project number and location as mentioned in the Order;
- (c) a description of the delivered Goods and/or Services as indicated in the Order with the relevant product codes;
- (d) the name and address of Supplier, Supplier's bank, bank account number, and BIC/swift code.

6.6 Subject to article 6.4, and unless a longer payment term is agreed, Stella shall pay the price of the Goods or Services within 60 days from the end of the month in which delivery of the Goods was made/the Services were performed or after receipt by Stella of a correctly submitted invoice (whichever is the later) subject to any shorter payment terms which are mandatory under applicable Law, in which case the maximum payment terms provided for under such Law shall apply.

6.7 If any sums are due to Stella from Supplier, then Stella shall be entitled to exercise the right to set-off such sums against any payments due to Supplier from Stella under or in relation to the Agreement or any other contract.

6.8 In the event that a dispute arises about a delivery, Stella is entitled to suspend payment, and/or to set off any amounts payable to Supplier against any amounts payable by Supplier to Stella.

6.9 Payment by Stella does not release the Supplier from any guarantee and/or liability resulting from an Order and/or the Agreement concluded between the Parties. Payment by Stella does not constitute a waiver of rights in any way whatsoever.

6.10 Stella is not obliged to pay any interest in case of late payment to Supplier. Invoices sent to Stella more than one (1) year after provision of the relevant Goods and/or Services are not accepted by Stella, and Stella shall have no payment obligation regarding such invoices.

7 Guarantees and Quality

7.1 Supplier guarantees to Stella that the Goods and their packaging and labelling shall:

- (a) The Supplier guarantees that the supplied Goods will be totally complete and ready for use. The Supplier guarantees, amongst other things, that all parts, materials, accessories, tools, reserve parts, necessary for the realisation of the intended objective will also be supplied, even if they have not been specifically referred to by name;
- (b) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (c) conform to the Specification and with any instructions of Stella, and shall otherwise meet the requirements of the Order, Conditions and the Agreement;
- (d) made from sound, new materials, properly constructed, properly functioning, be of satisfactory quality, safe, free from defects in materials and workmanship, fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Agreement);
- (e) comply with all relevant Laws, regulations and industry codes;
- (f) conform strictly as to quality, quantity and description with any samples provided by Supplier; and
- (g) comply with the Policies; and
- (h) that with respect to any software provided, Supplier guarantees that such software will at least be of a

good, market-conform quality, and that it is suitable for the intended purpose and usage. Technical and functional characteristics of the software shall at least meet the specifications agreed and/or promised by the Supplier in connection with the goods and (system) software to be used and/or used by Stella. The Supplier guarantees that such software will be free of viruses (such as time bombs, worms, and Trojans horses) or foreign elements.

7.2 Supplier guarantees to Stella that the Services shall:

- (a) be performed strictly in accordance with the Order, the Specification and comply with any other requirements which Stella notifies Supplier of, including without limitation, Policies and policies relating to Stella's site where the Services are to be performed and the Conditions;
- (b) be carried out in a sound, professional manner, and without interruption;
- (c) be performed by appropriately qualified and trained personnel with the highest level of care and skill and to such high standard of quality as it is reasonable for Stella to expect from an experienced provider of services of the size, type, scope and complexity of the Services and any such personnel shall be deemed at all times to be in the employment of Supplier and if working on Stella's site shall comply with all applicable site rules; and
- (d) comply with all relevant Laws.

7.3 Unless otherwise agreed, the guarantees of articles 7.1 and 7.2 are given for a period of five (5) years after delivery. The same period applies for the availability of reserve parts, service parts, and other materials required for the repair and maintenance of the Goods at the same quality, at reasonable market-conform prices, and with the usual discount.

7.4 Stella and/or its agents are entitled to inspect and test the Goods and Services during the period that the Goods are manufactured, processed, stored or performed, for the purpose of establishing whether they are in conformity with the guarantees hereof.

7.5 Supplier agrees to provide Stella and relevant Governmental Officials access to all sites involved in the performance of an Agreement and to all applicable records for the purpose of conducting quality audits and inspecting the Goods and/or Services. All Goods and Ser-

vices are subject to final inspection and approval by Stella upon delivery. If Stella establishes that Goods and/or Services to be delivered are not in accordance with the agreed guarantees, Stella shall inform Supplier thereof without delay, and Supplier shall take all measures necessary in order to meet the Specifications and the terms of the Agreement.

7.6 Supplier shall notify Stella in writing of any changes it plans to make that may affect the quality, stability or performance of any of the Goods and/or Services, or of its plans to discontinue provision, manufacturing or distribution of Goods and/or Services at least 180 days before making the changes. These changes include, but are not limited to, changes in raw materials or their suppliers, or in manufacturing procedures, location or processes, or published specifications. Stella will have the right, but not the obligation, to review and approve the proposed changes; however, Stella's review and approval shall not relieve Supplier of the obligation to deliver Goods and/or Services that meet the agreed Specifications.

7.7 Stella can reject Goods and/or Services that do not conform to the Specifications, Conditions and quality standards agreed upon in the Agreement after delivery. In the event Stella rejects the Goods, Stella may store or return rejected Goods at Supplier's expense and may charge Supplier a reasonable handling charge. Supplier shall, at Stella's option, either replace Goods returned as defective or refund to Stella the purchase price paid for such Goods. In the event Stella rejects the Services, Stella may request replacement services and/or a refund from Supplier.

7.8 Notwithstanding Stella's other rights or claims permitted by Law, All costs incurred as a result of repair or the replacement of the Goods and/or as a result of a replacement of Services or Services to be carried out again, shall be borne by Supplier. If Supplier has replaced or repaired Goods and/or Services, a new guarantee period shall apply, counting from the date on which the Goods and/or Services repaired or replaced by Supplier used. If Supplier fails to fulfil its guarantee obligations, Stella is entitled to perform or to have third parties perform all necessary corrective actions at the expense and risk of Supplier.

7.9 Supplier guarantees that it shall use a quality as-

insurance system in accordance with, or equivalent to, ISO 9001:2015. The Supplier shall provide Stella or its authorised representatives free access to its locations in order to carry out quality audits.

8 Breach of obligations

8.1 In the event that Supplier breaches any terms of the Agreement (including a failure or delay in delivery) or Stella terminates the Agreement in accordance with article 15 then, whether or not the Goods and/or Services have been accepted, Stella may, without prejudice to any other right or remedy Stella may have (contractual or otherwise):

(a) reject the relevant Goods and Services (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used, and refuse to accept any subsequent delivery of the Goods and/or the Services; and/or

(b) recover from Supplier any additional expenditure reasonably incurred by Stella in obtaining substitute Goods and/or services from Supplier or another supplier; and/or

(c) require Supplier at its sole cost to replace or repair the Goods or perform the Services (as applicable) as is necessary within five (5) Business Days so that the Goods and/or Services conform to the Agreement, Order and Specification; and/or

(d) withhold payment of the price of the Goods and/or Services until requirements of the Agreement, Order or any Specification are entirely fulfilled; and/or

(e) require repayment of any part of the price of the Goods and/or Services which Stella has paid.

8.2 If Stella exercises any right under these Conditions Stella may at its discretion require Supplier to collect the relevant Goods forthwith or return the Goods to Supplier at Supplier's expense and risk.

9 Product Recall

9.1 Supplier shall supply to Stella contact details of a person who is competent to deal with any crisis which affects Stella, including product recall.

9.2 Supplier shall immediately notify Stella in writing providing all relevant details if it discovers that there is:

(a) any defect in the Goods which have been delivered to Stella at any time;

(b) any error or omission in the instructions for the use and/or assembly of the Goods which causes or may cause any risk of death, injury, damage to property or loss of reputation, or

(c) any reason to believe that any Goods are not in compliance with applicable Law.

9.3 Stella may withdraw or recall any Goods or any other products into which the Goods have been incorporated or products that have been manufactured using the Goods already sold by Stella to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by Supplier at Stella's option) if Stella believes in its absolute discretion that the Goods may for whatever reason, be not in accordance with Law, injurious to health or where the continued sale of the recalled Goods would be inconsistent with the principles and standards applicable to good production or would cause loss of reputation to Stella or any of its brands.

10 Indemnity and Liability

10.1 Supplier will indemnify, keep indemnified and hold harmless Stella, its customers, employees, sub-contractors and agents in full and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments and costs (including costs of enforcement) and expenses which Stella incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of performance of any of Supplier's obligations under the Agreement and/or Conditions and or as a result of any recall or withdrawal of the Goods in accordance with article 9.3, or due to any other defects and/or deficiencies in the Goods and/or Services. For the avoidance of doubt, the indemnity under this article 10 shall include any liability of Stella due to any failure of Supplier to comply with applicable Laws.

10.2 Every failure in the performance of its obligations under the Law, an Agreement and/or these Conditions by Supplier that is not timely remedied (but in any case within a period of ten (10) Business Days) after Supplier was notified by Stella, results in a default by operation of law.

10.3 To the extent permitted by Law, in no event Stella will be liable for any direct or indirect damages, such to include consequential damages, nor is Stella obligated

to compensate consequential losses, loss of profits, lost savings, loss or destruction of data, or damages resulting from claims of third parties against the Supplier, except in the cases referred to in the following subarticles.

10.4 Stella is only liable for actually suffered and proven direct property damage suffered by the Supplier as a result of attributable shortcomings of Stella up to a maximum of the annual price (excluding VAT) stipulated in the relevant Order, but at no time more than EUR 50,000 per event (or series of related events), or EUR 100,000 per calendar year.

11 Force Majeure

11.1 Neither of the Parties is obligated to fulfil any obligation under these Conditions and/or the Agreement in case of a Force Majeure event. Provided, however, that the Party to which the Force Majeure event applies, must notify the other Party of such Force majeure event as soon as reasonably possible, giving evidence thereto and stating any remedies such affected Party will take to mitigate any (negative) consequences that the Force Majeure event might have on its performance under these Conditions and/or Agreement.

11.2 If the Supplier as a result of a Force Majeure event is unable to fulfil its obligations permanently or for a period of more than three (3) months, then Stella is entitled to terminate the Agreement and will only be obligated to pay for the actual performance delivered until the date that the Force Majeure event commenced.

12 Insurance

12.1 Supplier shall at its own cost, effect and keep in place with a reputable insurer, appropriate insurance to cover all risks and liabilities that may arise under the Agreement and/or Conditions. An insurance policy taken out by the Supplier shall not limit its liability nor lead to the joint liability of Stella in any way.

12.2 The Supplier guarantees Stella that any third party engaged by the Supplier for the performance of an Order or the Agreement, to which the Supplier has transferred or contracted out its obligations, or any part thereof, has taken out adequate insurance for its risks and liabilities.

12.3 At the first request of Stella, Supplier shall make the insurance policies, proof of payments related thereto

and/or relevant correspondence with the insurer, available for inspection. The Supplier hereby cedes or assigns any right to compensation from its insurance to Stella.

13 Confidentiality

13.1 Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the Parties under the Agreement and/or Order and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement, unless Supplier can show such confidential information is in, or has become part of, the public domain (other than as a result of a breach of the obligations of confidentiality under these Conditions); was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

13.2 Supplier shall not make any announcement or otherwise publicise the existence of or disclose the provisions of the Agreement without the prior written consent of Stella.

13.3 Supplier shall impose equivalent confidentiality obligations on employees or third parties engaged by it and/or which have been involved in the fulfilment of an Agreement and to only grant them access to that confidential information which is necessary to the execution of their respective work. Supplier is independently, directly and fully liable to Stella for every breach by the employee or contracted third party in question of the confidentiality obligations as set out in this article.

13.4 Stella's confidential information is and will remain the property of Stella and contains all the information, both written and oral, recorded on data carriers or otherwise, which, due to its nature, must be considered confidential, all the information which is labelled confidential by or on behalf of Stella or Stella Affiliates and all other information which Supplier should reasonably have known Stella and/or Stella Affiliates consider confidential. Amongst other things, Stella's confidential information consists of, yet is not limited to, designs, IP rights, knowhow, pricelists, guidelines and instructions on the use of the IP rights, information about Stella or Stella Affiliates or their employees.

13.5 Supplier hereby acknowledges that irreparable damage could occur, and that Stella's remedies at Law could be inadequate, if Supplier were not to perform or observe each of its obligations strictly in accordance with this article. In the event of a failure in the performance of its obligations, Supplier shall forfeit to Stella, without prejudice to Stella's rights to claim further damages, a penalty in the amount of 5% of the Order's prices connected to the breach for each breach that occurs hereunder, which penalty shall become due at the moment that Supplier receives written notice of such breach from Buyer.

14 Intellectual Property

14.1 All materials including any Specifications supplied by Stella, and any copies made of the same, shall be the property of Stella, and shall only be used for the purposes of this Agreement, and shall be returned by Supplier immediately on request to Stella at Supplier's sole risk and cost.

14.2 Any and all Intellectual Property Rights created or developed or acquired in the course of or as a result of any work carried out by Supplier and / or its sub-contractors under or in pursuance of the Agreement, shall, from the date of their creation or development or acquisition by Supplier and / or its sub-contractors, belong exclusively to Stella. The Supplier will assign or procure the assignment with full title guarantee to Stella of all such Intellectual Property Rights.

14.3 Without prejudice to the other provisions of this article 14, the Supplier shall grant or procure the grant of a licence or sub-licence to Stella at no extra cost, of any Intellectual Property Rights which Supplier does not own, incorporated or utilised in any work done or Goods or Services supplied by Supplier for Stella in pursuance of the Agreement sufficient to enable Stella (without infringing any third party's Intellectual Property Rights and without paying any royalty or payment) to make full use of the results of such work or such Goods or Services and to repair, update or maintain the work in which such results are incorporated.

14.4 Supplier warrants that the Goods do not infringe Intellectual Property Rights of third parties, and Supplier shall indemnify Stella against any damage and/or loss arising from any infringement.

14.5 Supplier hereby agrees at its own cost, to promptly perform all such acts or deeds, or execute all such documents as may be required by Stella to give effect to the provisions and intentions of this article 14.

15 Termination

15.1 In addition to any other rights Stella has based on the Agreement and/or Conditions and/or applicable Law, Stella may wholly or partially dissolve the Agreement, with immediate effect, without any liability to compensate Supplier, by way of a simple written declaration, without judicial intervention or notice of default being required if Supplier:

- (a) commits a breach of the Agreement which in Stella's reasonable opinion cannot be remedied;
- (b) commits a breach of the Agreement which, in Stella's reasonable opinion is capable of being remedied but fails to remedy such breach within a reasonable period as specified by Stella in writing not to exceed ten (10) Business Days and setting out the breach and requiring it to be remedied;
- (c) any step or proceeding is taken (i) for the appointment of an administrator, liquidator, provisional liquidator, administrative receiver, receiver, trustee in bankruptcy or other similar officer in relation to the Supplier or over any or all of the Supplier's assets or undertaking, (ii) with a view to seeking a moratorium or a voluntary arrangement in relation to the Supplier, (iii) to enforce any legal process or execution against any of the assets of the Supplier or (iv) by any creditor of the Supplier to enforce its security;
- (d) Supplier enters into negotiations with one or more creditors, or takes other steps with a view to the restructuring or rescheduling of its debts;
- (e) all or part of Supplier's business activities are transferred, liquidated, discontinued or relocated abroad, Supplier is dissolved, or in the event a decision is taken in respect of the aforementioned; or
- (f) undergoes a Change of Control.

15.2 In addition to article 15.1, Stella may terminate the Agreement for its convenience (for any or no reason), in whole or in part, by providing a three (3) months prior written notification to Supplier. Unless expressly provi-

ded for in the Agreement, Stella will have no obligation to pay any early termination fee or extra charges in relation to such termination.

15.3 Subject to article 15.4, the Supplier may terminate an Agreement by giving not less than thirty (30) Business Days written notice to that effect to Stella if Stella fails to make any payment due to the Supplier under the Agreement within a period of thirty (30) days from the Supplier giving written notice specifying that such payment is overdue.

15.4 The right of termination set out article 15.3 will not arise in respect of any failure to make payment of any sum if such sum is and remains the subject of a bona fide dispute.

15.5 Following expiry or termination of the Agreement:

(a) each party shall keep any accrued rights, obligations or liabilities that it has, including but not limited to those under Conditions 9, 10, 13, 14 and 20;

(b) Supplier shall immediately return to Stella (or if Stella so requests by notice in writing, destroy) all of Stella's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information;

(c) all claims Stella may have against Supplier are payable immediately;

(d) Stella, at its option, may cancel Orders or Agreements which Stella already issued without being required to pay any compensation for damages and/or costs, request Supplier to deliver Goods and/or Services already ordered, or decide to have Goods and/or Services already ordered delivered, manufactured or finished, wholly or in part by third parties at the expense and risk of Supplier;

(e) Stella shall be entitled to return at the risk and expense of Supplier any Goods which were already delivered but which no longer can be used effectively, and to reclaim the payments made for these Goods from Supplier;

(f) Stella will not be required to pay compensation for any damages, losses or costs, and Supplier will not be entitled to demand such.

16 Compliance

16.1 Supplier guarantees that the Goods and Services

comply with all Laws. These Laws include, but are not limited to, Laws relating to fair employment standards, health and safety, control of toxic substances, and those Laws relating to equal employment opportunity.

16.2 Supplier guarantees that neither Supplier, nor its employees nor its agents has returned, and that they will not return to any director, officer, agent or employee of Stella, directly or indirectly, any portion of funds paid to Supplier by Stella. Supplier shall comply with all applicable anticorruption Laws and represents that it has not corruptly made, and will not corruptly make, directly or indirectly, any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, in connection with the performance of its obligations under the Agreement (i) to a Government Official (ii) to any political party or its officials, or any candidate for political office, or (iii) to any person, while knowing, or having reason to know, or suspecting that all or a portion of such money, or thing or value, will be offered, given or promised, directly or indirectly, to any Government Official, to any political party or its officials, or to any candidate for political office.

16.3 Supplier agrees not to make any payment, provide anything of value, or offer to pay or provide anything of value (i) to any employee or representative of any purchaser (public or private) for the purpose of corruptly influencing that person to purchase product or otherwise corruptly compromising that person's judgment, or (ii) which is illegal under any applicable Law.

16.4 Supplier shall maintain accurate book and records that fairly record and represent all transactions or activities involving the Goods and/or Services. Supplier shall permit Stella to perform audits to check Supplier's compliance with its obligations under these Conditions, the Agreement and/or Law.

16.5 Supplier shall defend, indemnify and hold harmless Stella against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees, arising from any improper payment made in violation of this article 16, directly or indirectly, by, on behalf of, or with the knowledge (on a should have known basis) of Supplier.

17 Data Protection

17.1 In the event and in as far as Stella provides Stella Personal Data, Supplier shall at all times process such data in accordance with the relevant Data Protection Legislation. Nothing within these Conditions or the Agreement relieves Supplier of its own direct responsibilities and liabilities under the relevant Data Protection Legislation, be it as a processor or as a (joint-) controller as meant in the relevant Data Protection Legislation.

17.2 Supplier will: (i) only process Stella Personal Data in accordance with the written instructions of Stella, to the extent reasonably necessary for the performance of the Agreement and at all times in compliance with relevant Data Protection Legislation; (ii) provide full cooperation and assistance to Stella in ensuring that rights of individuals under relevant Data Protection Legislation are timely and appropriately addressed, for the fulfilment of Stella's obligations to comply with such Data Protection Legislation; (iii) make all reasonable efforts to ensure that Stella Personal Data is accurate and up-to-date at all times while in its custody or under its control, to the extent Supplier has the ability to do so; (iv) fully assist and cooperate with Stella in ensuring its compliance with applicable Data Protection Legislation, including Articles 32 to 36 of GDPR where applicable. Supplier will make available to Stella and/or any Data Protection Authority all information necessary to demonstrate Supplier's compliance with the Agreement and applicable Data Protection Legislation, and allow for and contribute to audits and inspections conducted by Stella; (v) not retain any Stella Personal Data for longer than is necessary for the performance of the Agreement or as required by applicable Laws; and (vi) ensure that any sub-processor(s) shall be bound by a written agreement that includes the same data protection obligations as set out in these Conditions and the Agreement.

17.3 Supplier will implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, to protect Stella Personal Data against a Security Incident and all other unauthorized or unlawful forms of processing. Supplier will (i) promptly notify Stella's point of contact in writing (and in any event within forty-eight (48) hours) of Supplier's

discovery of the Security Incident; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with Stella's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Stella's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

17.4 Supplier will notify Stella promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Supplier's or its sub-contractors' information security or privacy practices.

17.5 Supplier will not transfer, access or otherwise process Stella Personal Data which originates from the EEA to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Stella.

18 Assignment, Sub-Contracting and Third Party Rights

18.1 Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without the prior written consent of Stella. Stella's consent may be conditional.

18.2 Notwithstanding the consent referred to in paragraph 1, Supplier shall at all times be responsible and liable towards Stella for the timely and correct fulfilment of the obligations under these Conditions and/or the Agreement.

18.3 Any Stella Affiliate may enforce any provisions of these Conditions and/or Agreement on its own behalf or on behalf of any other Stella Affiliate. Stella may assign, novate, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to any Stella Affiliate at any time without the prior written consent of Supplier.

18.4 No other person who is not a party to these Conditions (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right to enforce any term of these Conditions.

19 Miscellaneous

19.1 Supplier shall not exercise any security right

howsoever arising, over any Goods or any other property, in respect of any sums owed by Stella to Supplier under the Agreement or otherwise.

19.2 Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

19.3 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement and/or Conditions will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it.

19.4 If any term of the Agreement and/or Conditions is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Agreement and this will not affect the remainder of the Agreement which will continue in full force and effect. A similar article that is enforceable and that reflects the ineffective article described in the previous sentence closest in purport and meaning shall replace the ineffective article by operation of law.

19.5 The headings used in these Conditions are for purposes of convenience or reference only.

19.6 An Agreement and the Conditions represent the entire understanding between the Parties relating to the subject matter thereof, and shall supersede any other agreements, whether written or oral.

19.7 Stella has the right to change and/or amend these Conditions at any time. Stella shall send the changed and/or amended Conditions to Supplier during subsequent dealings between the Parties. The changes and/or amendments become effective from the moment they are made.

19.8 Any notice or other communication required to be given to a Party under or in connection with these Conditions and/or the Agreement shall:

(a) be in writing and shall be (i) delivered to or left at (but not, in either case, by post) such Party's address as defined in the Order and/or Agreement or (ii) sent by pre-

paid first-class post or other next Business Day postal delivery service, at its registered office (if a company) or (in any other case) its principal place of business; and (b) be deemed to have been received (i) if delivered to or left at such Party's address at the time the notice or communication is delivered to or left at such Party's address, or (ii) otherwise at 9.00AM on the second Business Day after posting or at the time recorded by the delivery; or (c) be delivered by email to the email address as specified in the Order and/or Agreement; and (d) be deemed to have been received at the moment of sending unless the sender receives a message making clear that the email was not effectively received. Such messages include, but are not limited to, messages from the email provider or out of office messages from the addressee.

20 Law and Jurisdiction

20.1 The Agreement and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with Dutch Law. Applicability of foreign laws and conventions, such as the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) 1980, is expressly excluded.

20.2 Parties agree that the courts of The Netherlands located in Zutphen (Gelderland) will have exclusive jurisdiction in relation to any dispute arising out of or in connection with an Agreement and/or these Conditions including without limitation in relation to any non-contractual obligations arising out of or in connection with it, provided that Stella may choose to (i) bring any dispute before any other court having jurisdiction under internationally accepted rules on jurisdiction or (ii) have any dispute to 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 ICC rules.