

BRB GENERAL PURCHASE CONDITIONS

1. GENERAL

- 1.1 BRB refers to Da Vinci Group B.V., the holding company of the BRB Group and all Affiliates to it, collectively and individually hereinafter referred to as "**BRB**". The person, firm or other entity selling Products or Services is referred to hereinafter as "**Supplier**". All products, materials, merchandise regardless of type, described on BRB's order request or order confirmation, as well as any similar documents, are referred to herein as "**Goods**". Unless otherwise expressly stated in writing by BRB in an order or an order confirmation issued by BRB or otherwise in a signed and valid written contract, these General Conditions of Purchase "**GPC**" shall exclusively apply to all purchase Goods or any kind of services "**Services**" provided and deliveries to BRB from any Supplier under any contract or purchase order "**Order**" and will thus take precedence and exclude the application of any conflicting or deviating general or specific terms or conditions of Supplier which are hereby explicitly rejected and shall not be binding on BRB.
- 1.2 Any deviation, amendment or variation of these GPC is only possible insofar as it has been expressly agreed in writing by BRB.
- 1.3 Affiliate means any corporation or other legal entity which, directly or indirectly, (i) controls a party, or (ii) is controlled by a party, or (iii) is under common control with a party, as applicable, and whereby "control" shall mean the power to direct (by ownership of more than fifty percent (50%) of the shares, contractual rights or otherwise) conferring the right to vote at a general meeting (or its equivalent) of such corporation or legal entity or otherwise to appoint majority of the directors.
- 1.4 Supplier shall assume no form of exclusive right in relation to the delivery of the Goods.
- 1.5 BRB reserves the right to revise these GPC at any time and will notify Suppliers thereof.
- 1.6 The Order (as defined in Article 1.1), any annexes thereto and these GPCs comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, whether written or oral, pertaining to the subject matter.

2. OFFER AND ACCEPTANCE

- 2.1 All offers made by Supplier shall be valid for a minimum of sixty (60) days from the date of the respective offer. Any offer by Supplier as a response to an enquiry submitted by BRB shall be submitted without any cost or expense whatsoever for BRB and must include delivery DDP, costs of packaging, inspections, homologation, documentation, as well as any other costs. Any deviation from BRB's enquiry shall be expressly stated in the offer.
- 2.2 BRB has the right to accept or reject any submitted offer. BRB's acceptance shall be in the form of an Order in writing or by data file transfer (e.g. by e-mail). The order shall be deemed accepted by Supplier and binding on the parties unless Supplier informs BRB in writing of its non-acceptance of the Order within three (3) business days from the date on which the order was placed or within such other period of time as stated in the Order.

3. MODIFICATIONS AND SUSPENSION

- 3.1 BRB shall have the right, at any time prior to the delivery date of any Goods, to request changes in designs, specifications, packaging, place of delivery and method of transportation, or require additional or reduced work with respect to such Goods. Supplier shall, within five (5) working days from receipt of such request indicate to BRB in writing the impacts on prices and/or delivery schedule of the modifications requested.
- 3.2 BRB may temporarily suspend the delivery date(s) by written notice to Supplier. Supplier will resume the work after notification by BRB. Supplier is entitled to compensation for documented direct costs incurred due to such suspension.

4. DELIVERY AND PACKAGING

- 4.1 Unless otherwise agreed in writing, the Goods shall be delivered DDP (as determined by the Incoterms applicable at the date of the Order) at the delivery address specified by BRB.
- 4.2 Time of delivery specified in the Order is of essence and delivery shall be made at the agreed time for delivery and in full. Partial and/or advance deliveries of Goods shall not be made without BRB's prior written approval.
- 4.3 All Goods shall be (i) suitably packed to protect against any damage during transport, loading, unloading, handling and storage; (ii) transported with suitable equipment and vehicles; (iii) clearly marked with the Order number, BRB's address and references; (iv) labelled and/or marked with a label which allow the clear and correct identification of the Goods, including any health or hazardous risks related to the Goods; and (v) otherwise comply with BRB's instructions and any applicable laws, regulations and industrial standards.
- 4.4 In connection with the delivery, Supplier shall provide BRB with such technical information that is necessary for BRB to install, set up, operate, maintain, repair or otherwise use the Goods.
- 4.5 Supplier is at its own cost responsible for import/export licenses and all other certifications, permits, inspections, information or other legal requirements applicable to the manufacturing, transport and delivery of the Goods. Supplier shall supply BRB with an export certificate containing, inter alia, details of the Goods' origin and otherwise in the form and with the contents required by BRB.

5. RISK AND TITLE TO THE GOODS

The full and complete risk of the Goods shall pass to BRB upon delivery in accordance with the agreed delivery term stipulated in the Order. Title to the Goods shall pass upon such delivery or payment of the respective invoice, whichever occurs first. BRB shall thereafter have the unrestricted right to use, dispose and re-sell the Goods in its full and absolute discretion.

6. DELAY

Supplier shall immediately notify BRB in writing if it anticipates that a delivery will not be made in time, including the reason for the delay, its probable duration and the remedial measures taken by Supplier to limit the consequences and to overcome the delay. If Supplier fails to deliver the Goods within the agreed time or it is clear from the circumstances that a delay will occur, BRB shall be entitled to (i) terminate the Order or the agreed or remaining partial deliveries under the Order, with immediate effect by giving written notice to Supplier; (ii) refuse to accept any subsequent delivery of the Goods under the Order; (iii) have any sums paid in advance refunded; (iv) recover from Supplier any additional costs incurred by BRB in obtaining substitute goods and/or services from a third party; and (v) claim damages for any reasonable additional costs, losses or expenses incurred by BRB which are in any way attributable to Supplier's failure to meet the agreed delivery dates. In addition to the aforesaid and without limiting its other rights or remedies under the Order, BRB shall be entitled to receive liquidated damages of 1% of the price of the affected Goods per commenced calendar week of delay until delivery is made. Such liquidated damages shall not exceed 10% of the price of the Order and shall become due upon BRB's written request.

7. PRICE

- 7.1 Unless otherwise agreed in writing, the price shall be fixed in the currency set out in the Order. The price shall be exclusive of VAT (or corresponding consumption tax applied to the purchase price of goods or services) but inclusive of all other taxes, duties, costs or charges related to the delivery of the Goods. Supplier shall upon request supply all documents and information needed to prove that customs, taxes, fees and charges have been duly paid.
- 7.2 If agreed in writing that Supplier may charge BRB separately for reasonable costs of travel and accommodation, BRB will only accept such reasonable costs to the extent Supplier has complied with BRB's at all time applicable travel policy.

8. PAYMENT

- 8.1 Invoice shall be issued upon full delivery of the ordered Goods and shall be submitted by email to the e-mail mentioned on the purchase Order. Any invoice shall be marked and submitted according to BRB's instruction. The invoice shall state BRB's number, correct legal entity including reference person, delivery address as stated on the Order, description of the Goods, method of shipping, country of origin, complete HS code and weight information, where applicable. In the event of an incorrect invoice, Supplier shall credit the entire invoice amount and issue a new invoice.
- 8.2 Unless otherwise agreed in writing, the payment term shall be minimum sixty (60) days from the date of the correct invoice, subject to the Goods having been duly received in accordance with the Order. Payment shall not imply any acceptance of the Goods or the amount invoiced. Upon late payment, delay interest under the applicable law will apply.

- 8.3 BRB may set-off or deduct any amount for which Supplier is liable towards BRB against any amount due to Supplier under the Order and may withhold such amount accordingly.

9. WARRANTY

- 9.1 Supplier warrants that the Goods (a) are free from defects in title, material, design or workmanship and comply in all respect with the specifications and the requirements of the Order and the GPC; (b) possess the characteristics referred to through samples, prototypes, technical information or brochures and similar marketing materials; (c) conform with all laws, regulations and industrial standards applicable to such Goods in the territory where the Goods will be used; and (d) are fit and suitable for the particular purpose for which they are intended to be used (to the extent such intended purpose is or should have been reasonably known to Supplier).
- 9.2 To the extent applicable, the warranty in Section 9.1 also applies to Services. In addition, Supplier warrants that Services will be performed (a) in accordance with the requirements of the Order and the GPC; and (b) by using due care, sound judgment, good engineering practice and the highest professional standard and skill.
- 9.3 A delivery shall be considered defective if it deviates from the requirements set forth in Clauses 9.1 or 9.2. Supplier is not responsible for defects occurring as a consequence of normal wear and tear, wrongful handling or misuse of the Goods by BRB.
- 9.4 BRB may assume that the delivered Goods are in accordance with the agreed specifications and the requirements of the Order and BRB shall not be obliged to perform any sampling, acceptance tests or similar tests of the Goods before use. If a defect is detected in a sample from a shipment, the entire shipment shall be deemed defective if the defect is of a nature that typically can be expected to recur.

- 9.5 BRB shall notify Supplier in writing of any defects within a reasonable time period not exceeding ninety (90) days after BRB's discovery of the defect. The warranty period shall be a minimum of twelve (12) months (unless a longer period is agreed in the Order) from the date of delivery of the Goods. After repair or replacement of any defective Goods, the warranty period for the repaired or replaced part of the Goods shall be extended by a period of twelve (12) months.
- 9.6 Without prejudice to any other rights and remedies available to BRB under the Order including the GPC or under applicable law, BRB has the right, at its sole discretion and in the order determined by BRB, to demand rectification, replacement or price reduction of defective Goods or Services. BRB may itself (and/or by using a third party appointed by it) carry out the rectification/replacement or cancel the Order, provided Supplier has not made a rectification or replacement within a reasonable time period specified by BRB or if it would be unreasonable that BRB should give Supplier the possibility to such action. Supplier is liable for all work, risks and costs for the rectification, replacement or purchase of replacement goods or services.
- 10. LIABILITY**
- 10.1 SUBJECT TO CLAUSE 10.2, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY THE OTHER PARTY DUE TO THE FIRST PARTY'S BREACH OF CONTRACT OR NEGLIGENCE.
- 10.2 CLAUSE 10.1 SHALL NOT APPLY TO EXCLUDE ANY LIABILITY ON THE PART OF SUPPLIER FOR INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BRB DUE TO SUPPLIER'S BREACH OF CONTRACT OR NEGLIGENCE (I) IF THERE IS A DEFECT IN THE GOODS RESULTING IN RISK TO HEALTH AND SAFETY AND WHICH ACCORDINGLY MAY CAUSE DEATH OR PERSONAL INJURY, OR DAMAGE TO PROPERTY (OTHER THAN THE GOODS); (II) IF SUPPLIER FAILS TO COMPLY WITH ITS OBLIGATION TO REPAIR OR REPLACE ANY GOODS NON-COMPLIANT WITH THE WARRANTY IN CLAUSES 9.1 AND 9.2; OR (III) IF SUPPLIER IS IN BREACH OF ITS OBLIGATIONS UNDER CLAUSE 13 (INTELLECTUAL PROPERTY RIGHTS), CLAUSE 15 (COMPLIANCE), OR CLAUSE 17 (CONFIDENTIALITY).
- 10.3 EXCEPT AS PROVIDED FOR ABOVE, SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD BRB HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, PROCEEDINGS, COST (INCLUDING LEGAL FEES), EXPENSE, PENALTY, AND ALL OTHER LOSSES ARISING OUT OF OR RELATING TO SUPPLIER'S BREACH OF THE ORDER OR THE GPC OR BY SUPPLIER'S ACT OR OMISSION IN CONNECTION WITH THE GOODS OR THE SERVICES.
- 11. INSURANCE**
- Unless otherwise agreed in writing, Supplier shall provide and maintain adequate product and general liability insurance with well-known reputable insurers that sufficiently covers Supplier's liability towards BRB as stipulated herein. Upon BRB's request, Supplier shall provide copies of insurance certificates or other documents evidencing the insurance required. The insured amounts cannot be considered as a limitation of liability.
- 12. SUSTAINABILITY, ENVIRONMENT AND QUALITY ASSURANCE**
- 12.1 Supplier shall during the entire business relationship adhere to (i) the standards, codes and requirements as instructed by BRB, including BRB's communicated sustainability strategy.
- 12.2 Supplier shall in relation to the production and supply of Goods (including packaging materials) comply with (i) the substance restrictions regulation (EC) 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 In the event Supplier develops, or have a sub-contractor develop on its behalf, Goods for BRB under the Order, the intellectual property rights related thereto shall vest in BRB and title thereto is hereby assigned and transferred to BRB, which BRB hereby accepts. Supplier shall take all necessary actions and provide all necessary support to assign and transfer such intellectual property rights to BRB or to confirm such assignment and transfer, as the case may be. Supplier represents and warrants that it has the right to assign and transfer such intellectual property rights to BRB and that no other party has any options, licenses or other rights related thereto. Supplier hereby waives any and all personal and moral rights regarding the Goods to the extent permitted by applicable law and shall hold BRB harmless against possible personal and moral rights of third parties.
- 13.2 Supplier or its licensors shall remain the owner of any pre-existing intellectual property rights in Goods of Supplier or its licensors that have not been developed for BRB. Supplier hereby grants BRB a non-exclusive, unrestricted, transferable, royalty-free, perpetual, irrevocable, worldwide license to use the Goods for the anticipated purpose thereof both during and after the term of the Order, which DLL hereby accepts, unless agreed otherwise.
- 13.3 Supplier shall ensure that the Goods and/or the usage of the Goods do not infringe on intellectual property rights of third parties. In the event of such infringement, Supplier shall indemnify and hold BRB harmless for all claims, liability, damage, loss and costs arising out of or related to the Goods or the usage of the Goods and either replace the Goods by other equivalent Goods that do not infringe upon third party rights or obtain all necessary consents free of charge for BRB. Supplier shall, at BRB's request, assist or substitute BRB in any dispute in which BRB becomes involved by reason of such alleged infringement.
- 14. BRB'S PROPERTY**
- 14.1 All models, parts, drawings, designs, molds, prototypes, photographs, information bearers and other tools (collectively the "Tools") which are supplied to Supplier by BRB or have been acquired by Supplier on behalf of and at the expense of BRB, are or become the property of BRB. No right of retention can be exercised to these Tools by Supplier.
- 14.2 Supplier must check with the greatest care all the Tools which BRB supplies for the execution of the GPC. This also applies to changes or adjustments requested by BRB to the Goods and Tools supplied or made by Supplier. Supplier must inform BRB immediately in writing of any supposed inaccuracies noted by him.
- 14.3 Supplier shall not use the Tools supplied by BRB and/or produced to its order for a different purpose than that for which they have been supplied and shall immediately return them to BRB at BRB's first request. Supplier shall use the Tools made to the order or on behalf of BRB solely for the production of Goods to be supplied to BRB. Supplier shall not make the above Tools available or open them for inspection to third parties in any manner whatsoever.
- 14.4 Supplier shall keep the above Tools in good condition and insure and keep them insured against the risks of damage, fire, and theft with a reputable insurance company. Supplier is obliged to submit evidence of such insurance as soon as requested and to keep BRB informed of any changes.
- 14.5 If the production of a certain Good is discontinued, Supplier must return all Tools and other properties of BRB to BRB immediately or, but only if BRB so requests in writing, destroy these Tools and/or properties at his own cost and provide BRB with a certificate of destruction.
- 14.6 If BRB puts goods at the disposal of Supplier for modification or processing purposes, or to combine or unite them with goods that are not owned by BRB, BRB shall remain or become the owner of the Goods that ensue as a result of this. Supplier shall be obliged to keep such Goods, clearly marked as (co-)owned by BRB, in his possession and bear the risks up to the moment the Goods are delivered to BRB.
- 15. COMPLIANCE**
- 15.1 Supplier warrants and undertakes that (a) Supplier, its Affiliates, and their respective directors, officers, employees, agents and representatives, has complied and will comply with all applicable laws and regulations related to trade, economic sanctions and export control; (b) none of Supplier, its Affiliates, or any of their respective officers or directors, are themselves, or are owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, person(s) or entity(ies) specially designated, blocked or otherwise individually listed or targeted under any economic sanctions or export control laws or regulations of the European Union (EU), United Kingdom (UK), United Nations (UN), United States of America (US), or any other relevant jurisdiction ("**Listed Person**"); (c) Supplier will not, with respect to any Order, engage, directly or indirectly, in any activity involving any Listed Person; (d) none of Supplier, its affiliates, sub-suppliers, sub-contractors, service providers or other third parties providing raw materials, parts or services in relation to the Order, are incorporated in, established in, or otherwise operating out of, Afghanistan, Belarus, Crimea and other non-Ukraine government controlled areas of Ukraine, Cuba, Iran, North Korea (DPRK), Russia, Sudan, Syria or Zimbabwe ("**Prohibited Country**"); (e) no Goods have, directly or indirectly, been sourced or exported from any Listed Person, or from any natural or legal person, entity or body in, nor does the Goods originate from, a Prohibited Country; and (f) Supplier shall, as promptly as possible and in any event within five (5) business days, notify Buyer in writing of actual or suspected breaches of this Clause 15.1.
- 15.2 Supplier undertakes to, to the best of its abilities, cooperate with Buyer to facilitate BRB's compliance with economic sanctions or export control laws or regulations of the EU, UK, UN, US, and any other relevant jurisdiction.
- 15.3 Following any reasonably suspected breach of Clause 15.1, Buyer has the discretionary right to refuse further performance by Supplier or to terminate any Order. In addition, Buyer has the right to unilaterally terminate any Order with immediate effect, without incurring any liabilities whatsoever towards Supplier, in the event that economic sanctions or export control laws or regulations may reasonably affect BRB's rights and obligations under the Order, including but not limited to the possibility of making or receiving payments or taking action in respect of the Goods or Services.
- 15.4 Supplier undertakes to comply with the principles of BRB's Code of Business Ethics (CoBE) as amended from time to time, available on the website <https://www.brb-international.com/cobe/>, or any equivalent policy applicable to Supplier, including but not limited to applicable laws and regulations relating to anti-bribery, anti-corruption, anti-trust, privacy and data protection.
- 15.5 Supplier's personnel shall, whenever present on BRB's premises, comply with BRB's site regulations and follow any additional instructions from BRB's personnel. BRB may require that Supplier's personnel at their own expense attend Buyer's safety training before entering the premises.
- 16. AUDITS**
- BRB may conduct audits to the extent lawfully permitted to secure Supplier's compliance with an Order including the GPC. Audits may be conducted at any time but are to be announced at least ten (10) working days in advance. Unless prohibited or restricted under applicable law, Supplier shall be obliged to provide BRB with all information and material necessary for the performance of the audit as required to determine Supplier's compliance. BRB has the right upon Supplier's approval (not to be unreasonably withheld or delayed) to nominate an independent third-party auditor to undertake the audits on behalf of BRB.
- 17. CONFIDENTIALITY**
- 17.1 Parties may disclose or make available to the other party confidential information in any form relating to its business or that of any of its associated enterprises, including but not limited to information about or relating to Products, samples, specifications, business

ideas, innovations, processes, strategies, personal data, financial information marketing, the terms or conditions of or the fact that it has entered into the Order or any other information that by its nature should be deemed confidential (the "Confidential Information"). Parties undertake to keep all Confidential Information strictly confidential, not to use any Confidential Information for any purpose other than the exercise of its rights or obligations under the Order, and not to disclose any Confidential Information to any person other than to those of its directors, officers, employees and advisors ("Representatives") as is necessary for the exercise of its rights and obligations under the Order. Parties shall require its Representatives to comply with its obligations under this Article 17 and shall be liable for its Representatives' compliance. The obligations in this Article 17 shall not apply to Confidential Information which (a) is or has become generally available to the public other than as a result of a disclosure by the receiving party (or its Representatives); (b) was received by the receiving party from a third party and not indirectly from the disclosing party in violation of any obligation of secrecy or non-use; (c) was in the possession of the receiving party prior to disclosure or is developed independent from such Confidential Information, as is shown by competent evidence; or (d) the receiving party is required to disclose it by law or any competent regulatory authority.

17.2 All Confidential Information shall be returned to the disclosing party or destroyed at disclosing party's request. The obligations of confidentiality set out in this Article 17 shall endure for five (5) years following disclosure under this Article 17, notwithstanding any termination of the Order.

18. SUB-CONTRACTORS

18.1 Supplier may not contract with another party to perform any of its rights and obligations without the prior written consent of BRB, such consent not to be unreasonably withheld. If such consent is granted this shall not release Supplier from its obligations under the Order and Supplier shall remain fully liable for each sub-supplier's obligations as for its own.

18.2 Supplier shall ensure that any sub-contractor observes and is bound by the provisions of the Order and the GPC, including BRB's Vendor Policy in so far as they apply to the sub-contractor. No sub-contractor shall bind or purport to bind BRB.

19. FORCE MAJEURE

19.1 Should any of the parties' obligations be prevented, obstructed or delayed due to an event which is beyond the control of that party and which could not have been reasonably foreseen or avoided (an event of force majeure), that party shall be relieved of all liability for the fulfilment of such obligation until the obstacle has been removed. The party affected by force majeure shall immediately notify the other party in writing of the occurrence of such event as well as when the obstacle has been removed. If it continues for more than three (3) consecutive months, either party shall be entitled to terminate the Order by written notice to the other party. If an Order of Goods or Services is prevented, obstructed, or delayed due to a force majeure event, BRB shall have the right to source its need of Goods or Services for replacement from a third party until the obstacle has been removed and without an obligation to compensate Supplier.

19.2 The term "force majeure" includes but is not limited to circumstances beyond the control of the parties such as acts of God, labor disputes, strike, military mobilization, war, epidemics, pandemics, failure of the financial system, export and import restrictions, and other governmental interferences (including regulations, decisions and specific recommendations by relevant authorities), fire, accidents, floods and other natural events which cannot be foreseen, prevented or controlled by the parties. For the avoidance of doubt, lock-outs, strikes or industrial actions or disputes solely related to Supplier shall not be deemed as a force majeure event.

20. TERMINATION

20.1 If a party is (a) in material breach of its obligations under the Order and does not rectify such breach (where rectification is possible) within thirty (30) days after receiving a written notice to that effect; or (b) enters into bankruptcy or liquidation, commences composition negotiations or is on any other reason likely to have become insolvent, the other party shall, without prejudice to any other rights and remedies available under the

Order, the GPC or applicable law, be entitled to terminate the Order with immediate effect.

20.2 Unless otherwise agreed in writing, BRB may terminate or interrupt all or part of the Agreement by giving notice to the Supplier prior to the performance thereof and/or prematurely at any time. Costs incurred by the Supplier will only be payable by BRB (i) to the extent that such costs have been incurred by the Supplier in the proper execution of the Agreement prior to such termination, (ii) provided that each specific cost has been agreed upon between BRB and the Supplier in writing prior to the cost being incurred and (iii) provided that each specific cost is supported by documentation evidencing such cost. If the Supplier incurred costs which qualify for reimbursement, the Supplier must notify BRB in writing within 5 working days of the termination date. In the absence of a timely written notification any claim against BRB lapses.

20.3 Subject to the cost reimbursement referred to in this clause, BRB shall not have any liability for any direct, indirect, special and/or consequential or other loss or damage to the Supplier under or in connection with any termination or interruption of the Agreement (howsoever arising, including any liability in tort).

21. MISCELLANEOUS

21.1 No amendment or modification to the Order shall be valid or binding upon the parties, unless made in writing and signed by authorized representatives of both parties.

21.2 Supplier may not assign the Order, or any rights or obligations under the Order without BRB's prior written consent. BRB shall be entitled to assign the Order in full or in part to any affiliate within BRB's Group of companies.

21.3 A party not exercising a right arising out of or in connection with the Order or the GPC shall not mean a waiver of that right.

21.4 If any provisions (or part of a provision) of the Order or the GPC is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

21.5 Only the English version of these General Purchase Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

21.6 Nothing in the GPC shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture, or employment relation between the Parties.

21.7 Expiry, termination, or cancellation of the GPC shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations.

21.8 BRB may amend these General Conditions of Purchase. Amendments will come into effect 30 days after BRB sends the amended GPC to Supplier.

22. GOVERNING LAW AND DISPUTE RESOLUTION

UNLESS OTHERWISE AGREED, THESE GPC AND ANY ORDER BETWEEN BRB AND SUPPLIER REFERRING TO THESE GPC SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE COUNTRY OF THE BUYING BRB GROUP COMPANY'S PLACE OF REGISTRATION, BUT EXCLUDING ITS CONFLICT OF LAWS PRINCIPLES AND THE UN CONVENTION ON INTERNATIONAL SALE OF GOODS.

22.2 All disputes arising out of or in connection with the purchase and delivery of Goods and/or Services under these GPC which cannot be settled amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The seat of arbitration shall be the buying BRB Group company's place of registration. The proceedings and award shall be in the English language. The arbitral award shall be final and binding on the parties.

22.3 The foregoing shall be without prejudice to the right of any party to seek injunctive relief or other equitable compensation before any competent court.