

SCARABEE AVIATION GROUP TERMS OF PURCHASE

All products and services are purchased subject to the following terms and conditions set forth in these General Terms of Purchase (the “**Terms**”). These Terms apply to all commercial relationships to which Scarabee Aviation Group BV and its subsidiaries (“**Buyer**”) are a party. The Terms have been drafted in the English and in the Dutch language. In case of any discrepancies in these two versions, the English version shall prevail.

1. GENERAL / THE ORDER. Seller agrees to be bound by and to comply with all terms set forth in these Terms and in the relevant purchase order (the “**Order**”). These Terms, including any amendments, supplements, specifications and other documents form an integral part of the Order. If any of the provisions of the Order conflicts with any of the provisions of these Terms, the relevant provisions of the Order shall prevail. The Order cannot be amended without the prior written consent of Buyer. Acceptance of the Order by Seller shall constitute a valid agreement between Buyer and Seller.

2. DELIVERY. Time is of the essence of the Order. If Seller delivers the goods or completes the services later than scheduled, Buyer may assess such amounts as may be set on the face of an Order as liquidated damages for the delay period. The parties agree that such amounts are a remedy for the damages resulting from the delay period; are a reasonable preestimate of the damages which Buyer will suffer as a result of delay and are to be assessed as liquidated damages and not as a penalty. Buyer shall be entitled to recover damages that it incurs as a result of Seller’s failure to perform as scheduled. Buyer’s resort to liquidated damages for the delay period does not preclude Buyer’s right to any other remedies it may have by law, including, but not limited to, Buyer’s right to terminate the Order and claim compensation from Seller. All delivery designations shall be pursuant to INCOTERMS 2010. Unless otherwise stated on the face of the Order, all goods provided under this Order shall be delivered DDP or DAP. Buyer may specify contract of carriage in all cases.

3. TITLE PASSAGE. Unless otherwise stated on the face of the Order: (a) goods shipped from one country in the European Union (“EU”) for delivery to another country within the EU shall be delivered DAP with title passing at: (i) at a non-Buyer’s dock for goods shipped to a non-Buyer’s EU facility; and (ii) at Buyer’s dock for goods shipped to Buyer’s EU facility;

(iii) at Seller’s or other dock when specifically therefore intended; (b) goods shipped from the source country for delivery within the source country shall be delivered DAP with title passing at: (i) NonBuyer’s dock for goods shipped directly to a non-Buyer’s facility; and (ii) Buyer’s dock for goods shipped to Buyer’s facility; (iii) at Seller’s or other dock when specifically therefore intended; (c) goods shipped from outside the E.U. for delivery to a different country outside the E.U. shall be delivered DDP with title passing at: (i) the port of export after customs clearance for goods shipped directly to a non-Buyer’s facility; and (ii) port of import if shipped to Buyer’s facility; (iii) at Seller’s or other dock when specifically therefore intended.

4. PRICES / TAXES. All prices are firm and shall not be subject to change. If Seller is obligated by law to charge any taxes to Buyer, Seller shall ensure that if such taxes apply, that the same shall be charged to Buyer in accordance with applicable rules so as to allow Buyer to reclaim such taxes from the appropriate governmental authorities. Neither party is responsible for taxes on the other party’s income or the income of the other party’s personnel or subcontractors. Seller warrants that the pricing for any goods or services shall not exceed the pricing for the same or comparable goods or services offered by Seller to third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods or services and the parties shall thereupon promptly implement the appropriate price adjustment.

5. PAYMENT. Payment Terms. Unless otherwise reflected in the Order, or as required by applicable law, Buyer will effect payment to Seller on or before sixty (60) days from the Payment Start Date. For purposes of this Section, Buyer’s “Normal Payment Date” is the regularly scheduled business day of the week or month on or after the Net Due Date on which Buyer initiates payments pursuant to this Section. Unless otherwise required by applicable law, the **Payment Start Date** is the latest of the dates identified on the Order, the received date of the goods and/or services in Buyer’s receiving system or the date of receipt of a valid invoice by Buyer. Seller’s invoice shall in all cases bear Buyer’s Order number and shall be issued no later than sixty (60) days after receipt of the goods by Buyer and/or Seller’s completion of the services. Buyer shall be entitled to reject Seller’s invoice if it fails to include Buyer’s Order number, is issued after the time set forth above or is otherwise inaccurate. Seller warrants that it is authorized to receive payment in the currency stated in the Order. No extra charges of any kind will be allowed unless specifically agreed in writing by Buyer.

6. QUANTITIES. Buyer is not obligated to purchase any quantity of goods and/or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; (ii) in a release on the face of the Order; or (iii) on a separate written

release issued by Buyer pursuant to the Order. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the quantities specified in Buyer's Order or release and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's sole risk and account. Goods or services delivered to Buyer in excess of the quantities specified in the Order or release and/or in advance of schedule may be returned to Seller at Seller's risk and expense, including but not limited to any cost incurred by Buyer related to storage and handling.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tangible and intangible property, including, but not limited to, information or data of any description, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment or material furnished to Seller by Buyer or specially paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Buyer's sole property. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property and shall be safely stored separate and apart from Seller's property. Seller further agrees to comply with any handling and storage requirements provided by Buyer for such property. Seller shall use Buyer's property only to meet Buyer's orders, and shall not use it, disclose it to others or reproduce it for any other purpose. Such property, while in Seller's care, custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost thereof with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. Any consigned material, tooling or technology used in production of the goods shall be identified on the commercial or proforma invoice used for international shipments. Buyer hereby grants a license to Seller to use any information, drawings, specifications, computer software, know-how and other data furnished or paid for by Buyer hereunder for the sole purpose of performing the Order for Buyer. This license is non-assignable and is terminable with or without cause by Buyer at any time. Buyer shall own exclusively all rights in ideas, inventions, works of authorship, strategies, plans and data created in or resulting from Seller's performance under the Order, including all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights. All such intellectual property that is protectable by copyright will be considered work(s) made for hire for Buyer or Seller will give Buyer "first owner" status

related to the work(s) under local copyright law where the work(s) was created. If by operation of law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Seller agrees to transfer and assign to Buyer, and hereby transfers and assigns to Buyer, the entire right, title and interest throughout the world to such intellectual property. Seller further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such intellectual property to Buyer. Should Seller, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Buyer good, Buyer, in any adjudication or otherwise, may require Seller to establish by clear and convincing evidence that neither Seller nor any of its employees, contractors or agents used in whole or in part, directly or indirectly, any of Buyer's property, as set forth herein, in such design or manufacture of such goods. Further, Buyer shall have the right to audit all pertinent records of Seller, and to make reasonable inspections of Seller facilities, to verify compliance with this section 7.

8. DRAWINGS. Any review or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of the Order.

9. CHANGES. Buyer may at any time make changes within the general scope of the Order in any one or more of the following: (a) drawings, designs or specifications where the goods to be furnished are to be specially manufactured for Buyer; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of goods and/or services. Buyer shall document such change request in writing, and Seller shall not proceed to implement any change unless and until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, in writing. Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods and/or services, their specifications and/or composition; (b) process changes; (c) plant and/or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; and/or (e) sub-supplier changes, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys and/or testing necessary to determine the impact of such change on the goods and/or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. **10. ASSIGNMENT AND SUBCONTRACTING.** Seller may not assign (including by change of ownership or control, by

operation of law or otherwise) the Order or any interest herein including payment, without Buyer's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under the Order without Buyer's prior written consent. Any assignee of Seller shall be bound by the terms and conditions of the Order. Should Buyer grant consent to Seller's assignment, Seller will ensure that such assignee shall be bound by the terms and conditions of the Order.

11. WARRANTY. Seller warrants that all goods and services provided pursuant to the Order will be: (a) free of any claims of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within fifteen (15) days of its assertion; (b) new and/of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer. The foregoing warranties shall, in the case of Security Lanes and Bag Drop units related goods and services, apply for a period of: (a) thirty six (36) months from the Date of Commercial Operation (defined below) or (b) forty-eight (48) months, plus delays such as those due to non-conforming goods and services, from the date of delivery of all goods from Seller to destination/ performance of the services, whichever occurs first. **"Date of Commercial Operation"** means the date on which the Security Lanes and Bag Drop units has successfully passed all performance and operational tests required by Buyer's customer for commercial operation. In all other cases the warranty shall apply for twenty-four (24) months from delivery of the goods or performance of the services, or such longer period of time as customarily provided by Seller, plus delays such as those due to non-conforming goods and services. The warranties shall apply to Buyer, its successors, assigns and the users of goods and services covered by the Order. If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then, Buyer, in addition to any other rights, remedies and choices it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may: (a) require Seller to inspect, remove, reinstall, ship and repair or replace/reperform nonconforming goods and/or services with goods and/or services that conform to all requirements of the Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the Order, in which event all related costs and expenses (including, but not

limited to, material, labour and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; and/or (c) reject and return all or any portion of such goods and/or services. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or twenty-four (24) months after repair or replacement.

12. SUSPENSION. Buyer may at any time, by notice to Seller, suspend performance of the work for such time as it deems appropriate in its sole discretion. Upon receiving notice of suspension, Seller shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Seller has on hand for performance. Upon Buyer's request, Seller shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal.

13. PACKING, PRESERVATION AND MARKING. Packing, preservation and marking will be in accordance with the specification drawing or as specified on the Order, or if not specified, the best commercially accepted practice will be used, which will be consistent with applicable law. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets or crossbars thick enough to allow safe lifting and unloading. Each package shall bear Buyer's order number and be accompanied by a readily accessible packing list detailing the contents and including the following information on each shipment under the Order: Buyer's order number; case number; routing center number (if provided by Buyer's routing center); country of manufacture; destination shipping address; commodity description; gross/net weight in kilograms and/or pounds; dimensions in centimeters and inches; center of gravity for items greater than one (1) ton; precautionary marks (e.g., fragile, glass, air ride only, do not stack, etc.), loading hook/lifting points and chain/securing locations to avoid damage and improper handling

14. SHIPPING LOSS OR DAMAGE. In the event of shipping loss or damage: (a) Notification must be given to Buyer within seventy-two (72) hours of delivery, (b) Written notice of apparent loss or damage must be made on the carrier's delivery receipt, and (c) Concealed damage must be

immediately reported to the delivering carrier with a request for inspection. **15. INSPECTION AND TESTING.** In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with the Order, including but not limited to Seller's representations, warranties, certifications and covenants under the Order, upon reasonable notice by Buyer, all: (a) goods, materials and services related in any way to the goods and services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection and test by Buyer and its customer or representative at all times and places, including sites where the goods and services are created or performed, whether they are at premises of Seller, Seller's suppliers or elsewhere; and (b) of Seller's books and records relating to the Order shall be subject to inspection by Buyer. If any inspection, test, audit or similar oversight activity is made on Seller's or its suppliers' premises, Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of Buyer's personnel while they are present on such premises.

16. QUALITY. When requested by Buyer, Seller shall promptly submit real time production and process measurement and control data in the form and manner requested by Buyer. Seller shall provide and maintain an inspection, testing and process control system covering the goods and services provided hereunder that is acceptable to Buyer and its customer and complies with Buyer's quality policy and/or other quality requirements that are set forth on the face of the Order or are otherwise agreed to in writing by the parties. Seller shall keep complete records relating to Seller's Quality System and shall make such records available to Buyer and its customer for: (a) three (3) years after completion of the Order, (b) such period as set forth in the specifications applicable to the Order; or (c) such period as required by applicable law, whichever period is the longest.

17. INSURANCE. For the duration of the Order and for period of ten (10) years from the date of delivery of the goods or performance of the services, Seller shall maintain the following insurance: (a) Commercial General Liability, on an occurrence form, in the minimum amount of €1000,000.00 per occurrence with coverage for: (i) bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in the Order; (ii) products/completed operations liability; and (iii) all of the following types of coverages where applicable: (A) contractors protective liability; (B) collapse or structural injury; and/or (C) Property Insurance on an "All-risk" basis covering the full replacement cost value of all

property owned, rented or leased by Seller in connection with the Order and covering damage to Buyer's property in Seller's care, custody and control, with such policy being endorsed to name Buyer as "Loss Payee" relative to its property in Seller's care, custody and control. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event its insurance is not in compliance herewith. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements.

18. COMPLIANCE WITH LAWS. Seller will comply with all laws applicable to the goods, services and/or activities provided under the Order, including but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive and all lawful orders, including juridical orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, employment, records retention, personal data protection and the transportation and storage of hazardous materials. Seller shall also comply with goods industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonable be expected from a competent Seller who is engaged in the same type of service or manufacture under similar circumstances in a manner consistent with all applicable requirements and with all applicable generally recognized international standards. Seller agrees at Buyer's request to provide certificates relating to any applicable legal requirements or to update any and all of the certifications, representations and warranties under the Order in form and substance satisfactory to Buyer. Buyer shall have the right to audit all pertinent records of Seller, and to make reasonable inspections of Seller's facilities, to verify compliance with this Section 18.

19. IMPORT/EXPORT. In all cases, Seller must provide to Buyer, a packing list containing all information and a commercial or pro forma invoice. The commercial/pro forma invoice shall be in English or if requested by Buyer, the language of the destination country and shall include: contact names and telephone numbers of representatives of Buyer and Seller who have knowledge of the transaction; Buyer's order number, order line item and part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; INCOTERM; the named location; "country of origin" of the goods as determined under applicable customs laws, and the appropriate export classification code for each item as determined by the law of the exporting country. All goods

and/or services provided by Buyer to Seller for the production of goods and/or services delivered under the Order, which are not included in the purchase price of the goods and/or services delivered by Seller, shall be separately identified on the invoice (i.e., consigned material, tooling, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

20. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PUBLICITY.

Seller shall keep confidential any: (a) any other tangible or intangible property furnished by Buyer in connection with the Order, including any drawings, specifications, data, goods and/or information; (b) technical, process, proprietary or economic information derived from drawings or 3D or other models owned or provided by Buyer; and (c) any other tangible or intangible property furnished by Buyer in connection with the Order, including any drawings, specifications, data, goods and/or information (the "Confidential Information") and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other party without Buyer's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses or other material derived by Seller in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of the Order, Seller shall not use or permit copies to be made of the Confidential Information without Buyer's prior written consent. Upon completion or termination of the Order, Seller shall promptly return to Buyer all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller at the first demand of Buyer) all Notes and any copies thereof.

21. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall indemnify, defend and hold Buyer harmless from all costs and expenses related to any suit, claim or proceeding brought against Buyer or its customers based on a claim that any article or apparatus, or any part thereof constituting goods or services furnished under the Order, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Buyer shall notify Seller promptly of any such suit, claim or proceeding and give Seller authority, information, and assistance (at Seller's expense) for the defence of same, and Seller shall pay all damages and costs awarded therein. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of said article, apparatus, part, device or process is enjoined, Seller shall, at its own

expense and at its option, either procure for Buyer the right to continue using said article or apparatus, part, process or device, or replace the same with a non-infringing equivalent.

22. PRODUCT RECALL. If any governmental agency with jurisdiction over the recall of any goods supplied hereunder provides written notice to Buyer or Seller, or Buyer or Seller has a reasonable basis to conclude, that any goods supplied hereunder could possibly create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a defect or a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement so as to make it advisable, or required, that such goods be recalled and/or repaired, Seller or Buyer will promptly communicate such relevant facts to each other. Buyer shall determine whether a recall of the affected goods is warranted or advisable, unless Buyer or Seller has received notice to that effect from any governmental agency with jurisdiction over the recalled goods. To the extent such recall is determined to have been caused by a defect, quality or performance deficiency, other deficiency, non-conformance or non-compliance, which is the responsibility of Seller, at Buyer's election, Seller shall perform all necessary repairs or modifications at its sole expense, or Buyer shall perform such necessary repairs or modifications and Seller shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer in connection therewith. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

23. REJECTION. If any of the goods and/or services furnished pursuant to the Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of the Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may: (a) require Seller to immediately reperform any defective portion of the services and/or require Seller to immediately repair or replace non-conforming goods with goods that conform to all requirements of the Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the

Order, in which event, all related costs and expenses (including, but not limited to, material, labour and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; (c) withhold total or partial payment; (d) reject and return all or any portion of such goods and/or services; and/or (e) rescind the Order without liability. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any tests requested by Buyer to verify conformance to the Order.

24. TERMINATION.

24.1 **Termination for Convenience.** Buyer may terminate all or any part of the Order at any time by written notice to Seller. Upon termination (other than due to Seller's insolvency or default including failure to comply with the Order), Buyer and Seller shall negotiate reasonable termination costs within thirty (30) days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing.

24.2 **Termination for Default.** Except for delay due to causes beyond the control and without the fault or negligence of Seller and any of its suppliers (lasting not more than thirty (30) days), Buyer, without liability, may by written notice of default, terminate the whole or any part of the Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of the Order in accordance with its terms; or (c) fails to comply with any of the terms of the Order. Such termination shall become effective if Seller does not cure such failure within ten (10) days of the date of the notice of default.

24.3 **Termination for Insolvency/Prolonged Delay.** If Seller ceases to conduct its operations in the normal course of business or fails to meet its obligations as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made or an excused delay (or the aggregate time of multiple excused delays) lasts more than thirty (30) days, Buyer may terminate the Order with immediate effect without liability to the fullest extent permitted by law, except for goods or services completed, delivered and accepted within a reasonable period after termination (which will be paid for at the agreed price). Unless otherwise directed by Buyer, upon completion of the Order or after receipt of a notice

of termination of the Order for any reason, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders for materials, services or facilities hereunder, except as necessary to complete any continued portion of the Order; and (c) terminate all subcontracts to the extent they relate to work terminated. Promptly after termination of the Order and unless otherwise directed by Buyer, Seller shall deliver to Buyer all completed work, work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work and all of Buyer's Confidential Information. With respect to any goods or other materials sold or otherwise transferred to Buyer hereunder, Seller shall provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the location to which the goods will be shipped and mandated labelling information, required pursuant to applicable requirements.

25. **WAIVER.** No claim or right arising out of a breach of the Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

26. DATA PROTECTION.

26.1 "**Personal Data**" includes any information relating to an identified or identifiable natural person; "**Buyer Personal Data**" includes any Personal Data obtained by Seller from Buyer; and "**Processing**" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

26.2 Seller shall use reasonable technical and organizational measures to ensure the security and confidentiality of Buyer Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss. Seller shall immediately inform Buyer of any Security Breach involving Buyer Personal Data, where "**Security Breach**" means any event involving an actual, potential or threatened

compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use. Seller shall also provide Buyer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person and any other information Buyer may request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Seller agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and to carry out any recovery necessary to remedy the impact. Buyer must first approve the content of any filings, communications, notices, press releases or reports related to any Security Breach ("Notices") prior to any publication or communication thereof to any third party. Seller also agrees to bear any cost or loss Buyer may incur as a result of the Security Breach, including without limitation, the cost of Notices.

26.3 Upon termination of the Order, for whatever reason, Seller shall stop the Processing of Buyer Personal Data, unless instructed otherwise by Buyer, and these undertakings shall remain in force until such time as Seller no longer possesses Buyer Personal Data.

26.4 Seller understands and agrees that Buyer may require Seller to provide certain Personal Data ("Seller Personal Data") such as the name, address, telephone number and email address of Seller's representatives in transactions and that Buyer and its Affiliates and its or their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Order, including but not limited to supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Buyer, including but not limited to obtaining the consent of any data subject, where required, prior to transferring any Seller Personal Data to Buyer and/or making any required disclosures, filings or the like with relevant data privacy authorities. Buyer will be the Controller of this data for legal purposes and agrees not to share Seller Personal Data beyond Buyer, its Affiliates and its or their contractors, and to use reasonable technical and organizational measures to ensure that Seller

Personal Data is processed in conformity with applicable data protection laws. "Controller" shall mean the legal entity which alone or jointly with others determines the purposes and means of the processing of Personal Data. By written notice to Buyer, Seller may obtain a copy of the Seller Personal Data and submit updates and corrections to it.

26.4 In general, the parties shall need to comply with any and all rules and regulations concerning data protection as far as applicable to the performance of the Order ("Data Protection Rules"). If any of the provisions of these Terms shall deviate from any of the provisions of the Data Protection Rules, the latter shall prevail.

27. GOVERNING LAW AND COMPETENT COURT. The Order and any disputes arising from or in connection with the Order (of any nature whatsoever) is governed by, and construed in accordance with, the laws of The Netherlands. The parties submit to the exclusive jurisdiction of the competent courts in Amsterdam, The Netherlands only except that the Buyer may seek injunctive relief against Seller outside such jurisdiction.