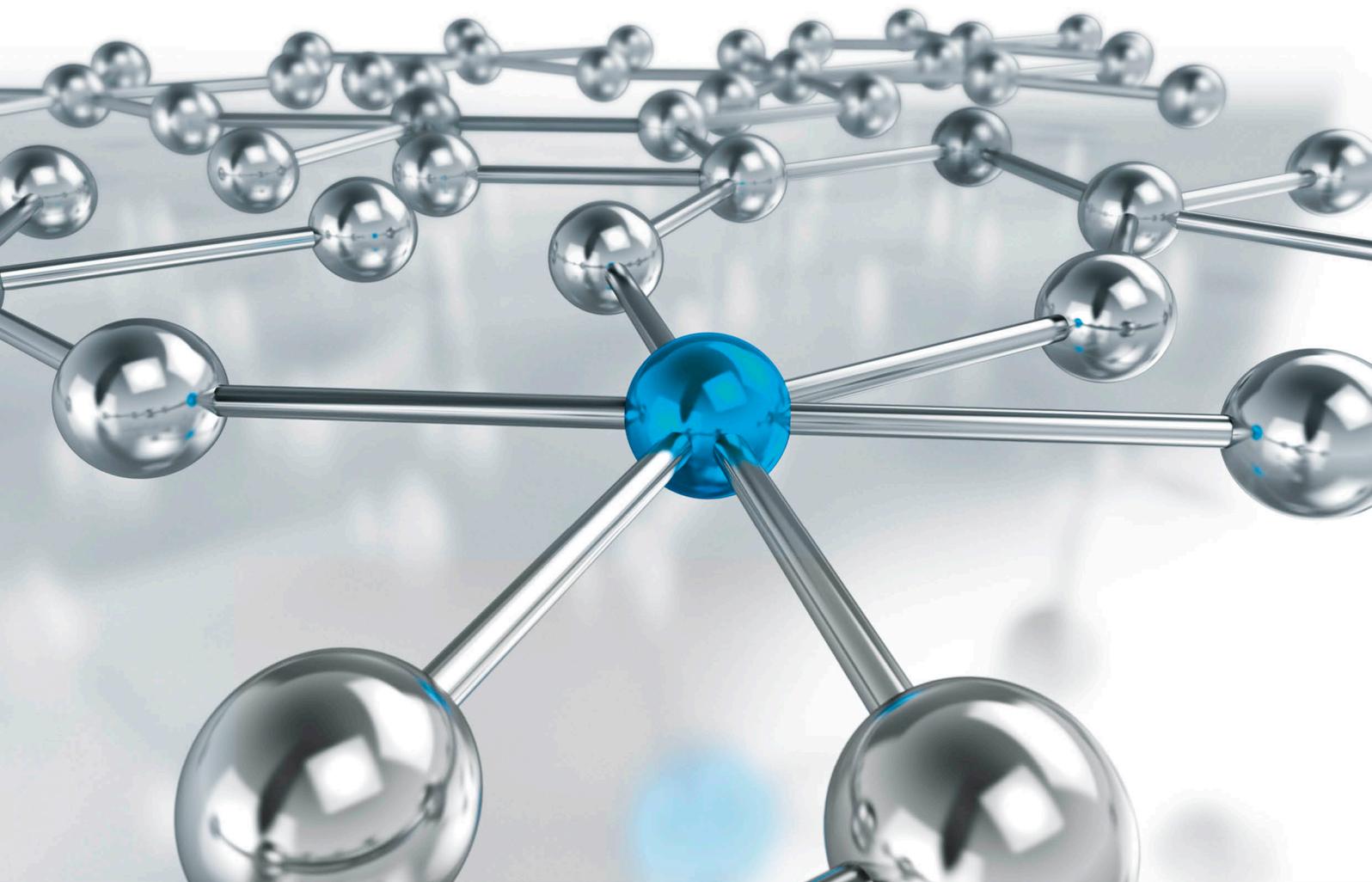


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General Terms and Conditions for the Procurement of Goods and Services

1. Scope and validity

These General Terms and Conditions for the Procurement of Goods and Services ("GTC-P USA") govern all contracts for the procurement of goods ("Goods") and/or services ("Services") by Boysen USA Alabama, LLC, Boysen USA LLC or an affiliate of the foregoing entities (collectively, hereinafter referred to as "Boysen").

These GTC-P USA are deemed accepted if a supplier of such Goods and/or Services ("Supplier") submits an offer to Boysen or confirms an order by Boysen. Any terms and conditions or similar instruments of the Supplier are explicitly excluded.

These GTC-P USA, together with a purchase order ("Order") placed by Boysen for Supplier's Goods and/or Services, as well as any other instruments of Boysen, such as rules and guidelines, constitute the contract ("Contract") between Boysen and the Supplier (collectively, the "Parties" and individually a "Party"). These GTC-P USA may be modified in writing either (a) by mutual consent between the Parties or (b) unilaterally by Boysen, with the latter changes being effective for all future Orders upon provision of an updated version of the GTC-P USA to the Supplier and until further modifications occur in accordance with this Section 1.3.

The Contract contains the entire agreement between the Parties with respect to the procurement of Goods and Services and supersedes all prior agreements and understandings between the Parties for those Goods and Services.

Should any provision of the Contract be deemed invalid or unenforceable, such provision may be severed from the Contract and be replaced by a provision with as near as possible effect. The remaining terms of the Contract shall remain in full force and effect.

2. Offer and Order

- 2.1 An offer by the Supplier ("Offer") is free of costs or charges to Boysen and shall remain valid for a period of at least one (1) month from date of receipt by Boysen, or as may be otherwise stipulated in an Offer, whichever is longer.
- 2.2 If Supplier's Offer contains deviations from Boysen's requests or specifications provided to Supplier, Supplier shall highlight such deviations in the Offer.
- 2.3 If Supplier can reasonably foresee that Boysen's requests or specifications will conflict with an intended use of Goods or utilization of Services, sufficient knowledge of which Supplier acknowledges by submitting an Offer, Supplier shall promptly inform Boysen in writing.
- 2.4 Any costs arising in creating an Offer or related thereto, including but not limited to preliminary meetings and discussions with Boysen, shall be the sole responsibility of the Supplier. No such preliminary matters warrant any expectation of an engagement by Boysen.
- 2.5 Orders by Boysen are binding only if they are placed in writing. Any alteration or deviation from an Order by Supplier through an order confirmation or similar instrument shall not be binding until and unless Boysen confirms the new terms in writing. Boysen's silence shall not be deemed to be acceptance of any altered terms.
- 2.6 At all times during the term of the Contract, Supplier will maintain sufficient manufacturing and other relevant capacities to supply the Goods, including any spare parts or other components related thereto, and performance of the Services requested by Boysen in a timely manner. Without limiting the generality of the foregoing, Supplier shall at all times reserve manufacturing and other relevant capacities sufficient to supply the Goods, including any spare parts or other components related thereto, and perform the Services at one hundred twenty percent (120%) of the then current amounts stipulated in an Order.

3. Delivery of Goods and Performance of Services

- 3.1 Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties ("Delivery Date"). If Supplier fails to deliver the Goods or any replacements in full within thirty (30) days of the Delivery Date, Boysen may terminate the Contract immediately by providing written notice to the Supplier and cover by purchasing equivalent goods from another supplier. In such case, Boysen may, in addition to and without limiting any other available rights and remedies, recover any difference in cost and price from Supplier together with any incidental or consequential damages. Boysen has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date. Risk of loss passes to Boysen upon acceptance of delivered Goods. Alternatively, Boysen shall also have the right to accept any Goods delivered prior

to the Delivery Date for storage at its facility subject to Boysen's then current prices for storage as defined within an Order. Notwithstanding the foregoing, storage of Goods shall not constitute acceptance by Boysen or a waiver of any rights, including but not limited to inspection and rejection of Goods as set forth under Section 12.

- 3.2 Supplier shall pack all Goods for shipment according to Boysen's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier shall provide Boysen with prior written notice if it requires Boysen to return any packaging material. Any return of such packaging material shall be at Supplier's risk of loss and expense.
- 3.3 Supplier shall perform the Services to Boysen as described and in accordance with the schedule set forth in the Contract and in accordance with the terms and conditions set forth in these GTC-P USA.
- 3.4 Any delivery of Goods and performance of Services shall be based on and be in accordance with Boysen's then current production processes. As of the date of these GTC-P USA, Boysen is producing on an annual basis of two hundred forty (240) working days in fifteen (15) weekly shifts.
- 3.5 Supplier shall maintain complete records, in a form reasonably satisfactory to Boysen, relating to the Goods and Services under the Contract, including but not limited to records of the time spent and materials used. During the term of the Contract and for a period of two (2) years thereafter, upon written request, Supplier shall allow Boysen to inspect, audit and make copies of relevant non-proprietary records in connection with the provision of the Services and manufacture of Goods.
- 3.6 Supplier shall verify that all persons acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law, and are suitably skilled, experienced and qualified to perform the Services in accordance with the prevailing standards in the industry.
- 3.7 Supplier shall ensure that all of its equipment used for the Services is in good working order and suitable for the purposes for which it is used, in compliance with all relevant standards and that it meets or exceeds the standards specified by Boysen.
- 3.8 Subject to prior authorization of Boysen, which may be denied at Boysen's sole discretion, Supplier may utilize subcontractors for certain aspects of the Contract. Supplier shall ensure that its permitted subcontractors are contractually bound to comply with the relevant provisions of these GTC-P USA.
- 3.9 Absent Boysen's written approval, no partial deliveries or advance deliveries are permitted.
- 3.10 Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder, as well as the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in the Contract.

4. Execution

- 4.1 Supplier shall inform Boysen regularly about the work progress. Supplier shall inform Boysen immediately regarding any circumstances which may delay or jeopardize Supplier's performance, including any change of production sites, or permitted subcontractors.
- 4.2 If Supplier must enter or access Boysen's premises to provide the Services, Supplier shall comply with Boysen's rules, regulations and policies, including but not limited to security procedures, data and remote access, and general health as well as safety practices and/or procedures.

5. Contract Price

- 5.1 The cost for the Goods and Services is as stated in the Order (the "Contract Price"). If no Contract Price are included in the Order, the Contract Price shall be the lowest prices charged by Supplier to similarly situated customers as of the date of the Order.
- 5.2 The Contract Price paid to Supplier is intended to fully compensate Supplier for its complete performance as required by the Contract. Unless otherwise specified in the Order, the Contract Price includes all packaging, transport, applicable taxes or equivalent type charges levied upon the Goods, documentation costs, costs for any potential initial instruction, Supplier's expenses (particularly for travel and accommodation), any license fees or permits, and any costs for equipment, gauges or tools which must be specially

manufactured. With respect to accepted Orders, no increase in the Contract Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Boysen.

- 5.3 Supplier agrees to perform the Services at fixed prices or on a time and material basis, as the case may be, with a maximum limit of the compensation (cost ceiling). In its Offer, Supplier shall disclose the cost types, quantity structures and cost rates.

6. Terms of Payment

- 6.1 Unless otherwise agreed between the Parties, all payments are due net 30 days from Boysen's acceptance of the Goods or Services. Supplier shall issue an invoice to Boysen on or any time after delivery of Goods or performance of Services, pursuant to these GTC-P USA.
- 6.2 Boysen agrees to pay all properly invoiced amounts due to the Supplier within thirty (30) calendar days after Boysen's receipt of such invoice, except for any amounts disputed by Boysen. Upon such a dispute, the Parties shall in good faith seek to resolve the payment dispute in a timely manner.
- 6.3 In the event Boysen issues payment within fourteen (14) days of receipt, Supplier shall grant a two percent (2%) discount on the invoiced amount. This discount shall be credited to the next invoice.
- 6.4 Boysen reserves the right to return incorrect or unverifiable invoices for correction. Upon receipt of a corrected invoice, the 30-day period stipulated in Section 6.2 commences anew.
- 6.5 If partial payments (down payments and installments) are agreed upon, upon request, Supplier shall, at its sole expense, provide a performance guarantee in a form acceptable to Boysen.
- 6.6 Boysen may terminate the Contract or take such other actions as it deems necessary if Supplier: (a) becomes insolvent; (b) files a petition for bankruptcy; (c) is the subject of proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Without limiting any other rights, Boysen may utilize the remedies described in the preceding sentence, if Supplier's financial viability or credit worthiness is; (x) less stable than expected at the time of an Order, (y) has substantially deteriorated, or (z) will likely deteriorate substantially in the near future.
- 6.7 Any disputes related to payments shall not relieve a Supplier from its performance obligations.
- 6.8 Nothing in the Contract grants a security interest in or permits any lien or encumbrance (collectively, a "Security Interest") upon a Good or any property of Boysen. Whether or not a dispute exists between the Parties, Supplier shall under no circumstances file a financing statement or similar instrument to record a Security Interest on a Good or any property of Boysen. To the full extent permitted by applicable law, Supplier hereby waives and releases any and all rights of mechanic's lien, materialmen's lien, laborer's lien and similar rights for payment for Goods, Services, labor, equipment, or materials furnished by Supplier in performance of the Contract and granted by law to persons supplying materials, equipment or services. Supplier shall indemnify and hold harmless Boysen and its affiliates, as well as their employees, agents and assigns from and against all liens, claim (including, without limitation, attorneys' fees), charge, or encumbrance, of whatever kind upon the Goods, Furnished Material, spare parts or any property of Boysen and/or Boysen's affiliates.
- 6.9 Boysen reserves all rights and remedies concerning any defects in the Goods or Services, breach of Supplier's Warranty, or other non-conformities or insufficiencies arising or discovered after payment of an invoice.
- 6.10 Boysen may withhold any payment as set off, counterclaim or retention to address potential claims against the Supplier.

7. Change Orders

- 7.1 Supplier shall immediately inform Boysen regarding any technical or economic reasons which may necessitate the modification of the relevant specifications for the Goods or Services.
- 7.2 Boysen may at any time, by written instructions or drawings issued to Supplier, order changes to the Goods or Services (each a "Change Order"). Supplier shall, within twenty (20) calendar days of receipt of a Change Order, submit to Boysen a firm cost proposal for the Change Order. If Boysen accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Contract. Supplier acknowledges that a Change Order

may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under the Contract.

- 7.3 Supplier shall not deny the approval of a Change Order by Boysen if the change is objectively possible and the overall character of the performance is preserved.
- 7.4 Prior to carrying out any Change Order, Boysen and Supplier shall agree on any adjustments to compensation, deadlines or other provisions of the Contract in a written amendment to the Contract. Any adjustment in the Compensation shall be calculated based on the original cost basis of the Contract.
- 7.5 Absent a differing written agreement of both Parties, Supplier shall continue its work as planned during the examination of the proposed changes.

8. Ownership of Material Furnished by Boysen

- 8.1 All property, in whatever form, including but not limited to materials, samples, drawings, utilities such as test equipment, gauges and tools furnished by Boysen ("Furnished Material") to Supplier necessary for its performance hereunder remains the property of Boysen and (until a possible installation or use/consumption) shall be designated as such and separated by the Supplier.
- 8.2 Upon receipt, Furnished Material shall be thoroughly inspected by the Supplier. It shall be deemed free from defects unless Boysen is notified in writing within five (5) calendar days of any damages, defects and missing components.
- 8.3 As long as the Furnished Material in Supplier's possession, Supplier shall inventory it, keep it in safe custody and maintain it at no additional cost to Boysen, and insure it at Supplier's own expense. At the request of Boysen, Supplier shall provide proof of insurance and an updated inventory stating the condition of the Furnished Material. Supplier shall be deemed to be a bailee of the Furnished Materials at all times. Boysen may at any time inspect Furnished Materials in Supplier's possession.
- 8.4 In the event of any damages to Furnished Materials in Supplier's possession, Supplier shall promptly notify Boysen in writing, and reimburse the cost for repair or replacement, if not repairable.
- 8.5 Supplier shall not reverse-engineer or any other way alter any Furnished Material without Boysen's prior written consent. Under no circumstances shall Supplier utilize the Furnished Material or any Good containing or being manufactured based on Furnished Material for any purpose other than as set forth in the Contract, including but not limited to sale of such Goods to third parties.
- 8.6 After termination of the Contract or at any time requested by Boysen, Supplier shall promptly return all Furnished Material to Boysen free of charge and without being specifically requested. Any changes to, disposal of or other usage of the Furnished Material are subject to Boysen's prior written consent.

9. Default

- 9.1 Supplier's failure to comply with any term of the Contract shall be deemed an event of default; provided, however, that Boysen shall give Supplier notice of default, and the right to cure such default within thirty (30) days thereafter.
- 9.2 In the event Supplier fails to cure a default, Boysen may terminate the Contract and seek such remedies and exercise its rights available at law or equity.

10. Right of Cancellation

- 10.1 Boysen is entitled to cancel an Order, in whole or in part, at any time. Boysen shall notify Supplier of such cancellation in writing as soon as reasonably possible.
- 10.2 If Boysen cancels an Order, Supplier, as its sole and exclusive remedy, is entitled to claim payment for work it has demonstrably performed up until the cancellation date, unless such cancellation was due to Supplier's default, breach or non-performance. In the event of a cancellation due to Supplier's default, breach or non-performance, Boysen shall be relieved of any payment or other obligations under this Contract.

11. Delivery Location and Shipping Terms

- 11.1 Supplier shall deliver all Goods to the address specified in the Order during Boysen's normal business hours or as otherwise instructed by Boysen.

11.2 Unless otherwise specified in the Order, delivery shall be pursuant to the terms stipulated by Boysen. Supplier shall give written notice of shipment to Boysen when the Goods are ready for transportation. Supplier shall provide Boysen all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Boysen within five (5) business days after Supplier delivers the Goods to the carrier for transportation. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

12. Inspection and Rejection of Non-Conforming Goods

12.1 Boysen has the right to inspect the Goods within thirty (30) days of delivery or Services within thirty (30) days of performance. Boysen, at its sole option, may inspect all or a sample of the Goods and reject any portion of the Goods if it determines the Goods to be non-conforming or defective. If Boysen rejects any portion of the non-conforming or defective Goods, Boysen has the right, effective upon written notice to the Supplier, to: (a) accept the Goods at a reasonably reduced price; or (b) reject the Goods and require replacement of the rejected Goods.

12.2 In the event of a rejection, Supplier shall, at its sole cost, use its best efforts to develop a resolution and mitigate any damages of Boysen.

12.3 Boysen shall notify Supplier of non-conforming Goods or Services within a reasonable time following discovery.

13. Warranty

13.1 Supplier warrants to Boysen that all Goods shall (a) be free from any defects in workmanship, and material for a period of twelve (12) months from the Delivery Date, or for such longer period as Supplier may offer; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Boysen; (c) be merchantable; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's patent, trademark, copyright or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Boysen.

13.2 Supplier warrants to Boysen that it shall and shall ensure that any permitted subcontractors perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract.

13.3 The warranties set forth in this Section 13 are not exclusive and in addition to any other warranty provided by law or equity. Upon Supplier's receipt of the non-conforming Goods or Services from Boysen pursuant to this Section 13, Supplier shall, at its own cost and expense, promptly:

- a) replace or repair the defective or non-conforming Goods or reperform the non-conforming Services and pay for transportation charges for the return of the defective or non-conforming Goods to Supplier and the delivery of repaired or replacement Goods to Boysen, and, if applicable,
- b) reperform the applicable Services.

14. Quality Management

14.1 Supplier shall maintain a quality management system in accordance with highest industry standards. If requested, Supplier shall comply with all quality standards and quality assurance procedures as established by Boysen from time to time, as well as any applicable industry standards. In the scope of an audit described in Section 27, Boysen may verify the sufficiency of Supplier's quality management system. In particular, the Supplier shall itself, prior to the delivery, check the quality compliance of the Goods and provide Boysen with a written report (documentation) of such quality compliance check. In the event that Boysen's customers require other and/or more extensive quality compliance checks, the Supplier shall undertake these at its own expense and in coordination with Boysen.

14.2 Where the Goods or Services under an Order are or will be sold, or incorporated into goods or services that are or will be sold, by Boysen to an original equipment manufacturer, whether directly or indirectly through an upper tier supplier, or any other third party customer (collectively, the "Customer"), Supplier shall take such steps, provide such disclosure, comply with such requirements and take all other actions as Boysen deems necessary or desirable and within Supplier's control to enable Boysen to meet its obligations towards a Customer, including but not limited to (a) delivery, packaging and labelling requirements; (b)

warranties and warranty periods; (c) intellectual property rights and indemnification; (d) confidentiality; (e) access to facilities and records; and (f) replacement and service parts.

14.3 Without any separate compensation, Supplier shall fully comply with all rules, guidelines and other requirements established by Boysen or a Customer, including but not limited to the then current version of Boysen's Supplier Code of Conduct (collectively, the "Requirements"). If requested, Supplier shall execute documents related to compliance with the Requirements.

14.4 Unless otherwise set forth in the Contract, any manufacture of Goods shall be subject to Boysen's prior written approval of a sample. Upon approval of a sample, Supplier shall commence manufacture of the relevant Goods.

14.5 In the event Boysen determines that a recall or similar procedure is necessary to remedy a breach of Supplier's warranty or to comply with law, regulations, orders, or other government requirements, the full cost and expense of such procedure shall be borne by Supplier, unless Supplier proves that there was no defect or deficiency in the relevant Goods and/or spare parts related thereto, as the case may be.

15. Indemnification

Supplier shall defend, indemnify and hold harmless Boysen and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Supplier or Supplier's negligence, willful misconduct or breach of these GTC-P USA. Supplier shall not enter into any settlement without Boysen's prior written consent.

16. Investment Protection

16.1 Supplier warrants to Boysen for at least fifteen (15) years from acceptance the supply of spare and detachable parts. In addition, Supplier enables Boysen to cover the all-time requirement. Deviating deadlines are to be specified in the Order.

16.2 Supplier shall promptly notify Boysen of any changes to or termination of the manufacture of Goods or related spare parts. In no event shall a termination of the manufacture of Goods or related spare parts occur any earlier than twelve (12) months following receipt of a corresponding notice by Boysen.

16.3 If Supplier (due to garnishment, impending bankruptcy, voluntary or involuntary proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditor) can no longer perform its services or directs them to be performed by third parties on the same conditions or offers an economically equivalent alter, Boysen shall be entitled to perform the Services itself or contract with third parties for performance thereof.

16.4 To ensure Supplier's obligation to provide relevant documentation to Boysen related to warranty or software maintenance, if applicable, Boysen may request at any time that Supplier's relevant business-critical documents be deposited with a third party, subject to Boysen's approval thereof, or if protected by technical measures, be deposited in a system designated by Boysen and kept up-to-date. This provision does not release Supplier from its obligation to otherwise perform the Services. The foregoing also applies to hardware.

16.5 Supplier agrees that if it continues to supply spare parts to Boysen after expiration of the warranty period; it shall offer such spare parts at either the original pricing offered to Boysen or in no event at price levels greater than the then current market price for such spare parts.

17. Licenses and Regulations

Supplier shall, at its sole expenses, take all measures required to obtain the official license, permits and other authorizations needed for the performance of the Services and manufacture of the Goods.

18. Emerging Intellectual Property Rights

18.1 Intellectual property rights, including but not limited to copyrights, trademarks and patent, created during the performance of the Contract, particularly on works, concepts, hardware and individual software including source code, program description in written or machine readable form, which Supplier has developed for and at the expense of Boysen, shall be deemed to be "works for hire" and are the exclusive property of Boysen, unless otherwise expressly agreed in the Contract.

18.2 Intellectual property rights that are created during the performance of the Contract, but are not part of the subject-matter of Contract, belong to; (a) Boysen, if they were created by its employees; (b) Supplier, if they were created by its employees or by permitted subcontractors without any usage of Furnished Material or information from Boysen; or (c) Boysen and the Supplier, if they were created jointly by employees of Boysen and the Supplier, or by third parties contracted by them. In the event of joint ownership, the Parties shall in good faith determine an appropriate structure to define rights and obligations related to created intellectual property rights.

18.3 Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

19. Pre-Existing Intellectual Property Rights

19.1 The Supplier and any third party engaged by Supplier, shall retain any registered or otherwise sufficiently protected pre-existing intellectual property rights. Where third-party rights are involved, the Supplier warrants that it owns the relevant distribution rights and rights of use.

19.2 Supplier hereby grants a non-exclusive, worldwide, sub-licensable, perpetual, irrevocable, royalty-free license for usage of existing intellectual property rights related to the Goods and Services to Boysen.

19.3 In case of standard software, this right includes the use of the hardware and its successor systems as provided in the Contract. In case of modifications to the operating system or higher performance class, such modification and extension of the rights of use must be approved by the Supplier, which approval shall not be unreasonably withheld. The modifications and extensions of the rights of use are calculated according to the original cost rate.

19.4 For data backup and storage purposes Boysen shall be entitled to make copies of the standard software. In case of failure of the contractually specified hardware Boysen is entitled to use the standard software on replacement hardware without any additional compensation.

19.5 Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

20. Infringement of Intellectual Property Rights

20.1 Supplier shall defend at its own cost and risk any third-party claims arising from infringement of intellectual property rights. If a third party initiates a lawsuit against the Supplier, it shall inform Boysen immediately in writing. If the third party raises direct claims against Boysen, Supplier shall indemnify and hold Boysen harmless for any such claims. Boysen may elect to require Supplier to defend Boysen, at Supplier's expense, or Boysen may elect to direct its own defense, the costs of which Supplier shall be responsible for, including attorney's fees, court costs, judicial orders, damage awards or settlement amounts.

20.2 If due to third party claims of infringement of intellectual property rights it becomes impossible for Boysen to use the Goods and Services in whole or in part, Supplier shall either change its performances such that it does not infringe any third party rights and maintains its ability to perform the contractually-owed Goods and Services, or obtain at its own expense a license from the third party. If Supplier does not take action to carry out one of these possibilities in due course, Boysen shall be entitled to immediately terminate the Contract and return the respective Goods and Services to the Supplier for full refund by Supplier.

21. Confidentiality

21.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel, agents and consultants. In case of doubt, all information shall be treated as confidential.

21.2 Confidential information of a Party does not include information which:

- a) was already known to the other Party, before it was made accessible by the disclosing Party;
- b) is or becomes generally known without the other Party's disclosure;
- c) was disclosed to the other Party by a third party without any transfer restriction;
- d) was developed by the other Party itself without using or referring to the confidential information of the protected party; and/or

e) must be disclosed by order or legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately of the decision and consider protective measures the other Party may desire to implement.

21.3 This obligation of confidentiality shall exist prior to the conclusion of the Contract and remain valid for a period of five (5) years after termination of the Contract; provided that any obligations related to trade secrets shall continue in accordance with applicable laws.

21.4 A Party may not disclose any confidential information to a third party without the prior written approval of the other Party. If approval is granted, the obligations of confidentiality are to be transferred to the receiving third party, except in the event of a disclosure Section 21.1(e).

21.5 Notwithstanding Section 21.4 of these GTC-P USA, Boysen may disclose confidential information to affiliated companies of the Boysen, its subsidiaries, and contracted advisors, such as consultants, auditors, financial advisors, accounts and counsel.

21.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Boysen, the Supplier shall not advertise the fact that a collaboration between the Parties exists or existed, and shall not give Boysen as a reference.

22. Data protection

Each Party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other Party's employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC-P USA. The Parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the Parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures, and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each Party undertakes to inform its own Personnel about the processing of Personnel Data by the other Party, in accordance with applicable laws.

23. Compliance

23.1 Supplier shall comply with applicable laws, regulations, ordinances and legal standards, including but not limited to environmental protection, industrial safety and child protection provisions, the prohibition of human-trafficking, as well with the provision against counterfeits or the protection of the environment and of health.

23.2 The Parties commit themselves not to directly or indirectly make any payment, gift or other commitment to any person in a manner contrary to applicable law, or accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and similar other applicable statutes, regulations and ordinances.

23.3 The Parties shall require their personnel, permitted subcontractors, suppliers and other third parties contracted for the fulfillment of the Contract to comply with this Section 23.

24. Termination

In addition to any remedies available under these GTC-P USA, Boysen may terminate the Contract with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if Supplier has not performed or complied with any of the provisions of the Contract, in whole or in part; subject to the cure periods defined in Section 9.1. If Boysen terminates the Contract for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Boysen prior to the termination.

25. Limitation of Liability

Nothing in the Contract shall exclude or limit:

- a) Supplier's liability under Sections 13 (Warranty), 15 (Indemnification), 20 (Infringement of Intellectual Property Rights), 21 (Confidentiality) and 23 (Compliance) hereof;

- b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct; or
- c) Supplier's liability for consequential, indirect or special damages arising from the foregoing.

26. Assignment

- 26.1 The Contract and the Parties' rights and duties arising therefrom shall not be assignable without the express prior written approval of both Parties to the Contract, which approval shall not be unreasonably withheld.
- 26.2 Notwithstanding Section 26.1 hereunder, Boysen shall be entitled to assign rights and obligations from the Contract to an affiliate of Boysen at any time.
- 26.3 Supplier shall not assign any claims arising from this Contract without the express prior written approval of Boysen.

27. Verification

- 27.1 Without affecting the rights set forth under Section 3.5, for the duration of the Contract and two (2) years thereafter, upon advance written notification of at least ten (10) calendar days by Boysen and during normal working hours at Supplier's place of business, Supplier shall make available to Boysen or for an auditing company commissioned by Boysen, all documents needed to verify Supplier's compliance with the provisions of the Contract, particularly of the development and production of the Goods.
- 27.2 All costs and expenses in connection with the audit shall be borne by Boysen. If an audit shows that Supplier has failed to comply with any provisions of the Contract, Supplier shall bear all costs and expenses of the audit, in addition to any reimbursement for overpayments or other damages suffered by Boysen.
- 27.3 To perform inspections and audits, authorized representatives of Boysen, after due identification, shall have free access to all premises in which the Goods are manufactured, tested or stored. This also applies to representatives and quality inspectors of Boysen's customers or official quality inspectors commissioned by them.
- 27.4 Upon request any desired information shall be given by the Supplier to such personnel and the requested documents shall be presented.

28. Waiver

No waiver by Boysen of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Boysen. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege thereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

29. Independent Contractor

For the purpose of the Contract, nothing in herein shall be deemed to make Boysen a partner, or joint venturer of Supplier. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

30. Notice

With the exceptions for communication provided by Boysen in its regular course of business, which may be transmitted with email or other electronic transmissions, all notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 30 of a change of address.

31. Force Majeure

Boysen shall not be liable or responsible to Supplier, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent Boysen's failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemics, outbreak of any infection disease, or explosion; (c) war, invasion,

hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; or (h) other similar events beyond the control of the Boysen. Within a reasonable time of determining occurrence of a Force Majeure Event, Boysen shall give notice to the Supplier. In the event a Force Majeure Event continues for six (6) months or longer, Boysen may terminate the Contract.

32. Applicable Law and Dispute Resolution

- 32.1 All matters arising out of or relating to the Contract are governed by and construed in accordance with the internal laws of the State of Alabama or State of South Carolina, depending on the location of a Boysen facility to which Supplier is to deliver Goods or at which it is to perform Services as set forth in an Order, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama, State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama or State of South Carolina. For clarity, if Boysen USA Alabama, LLC issues an Order for Goods and/or Services at its facility in Vance, Alabama, the laws of the State of Alabama shall exclusively govern such an arrangement. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
- 32.2 The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties do not reach settlement within a period of twenty (20) days, the Parties hereto shall submit the dispute to mediation on the terms and at a location determined by the Parties.
- 32.3 If the Parties are unable to resolve a dispute through the methods outlined above, either Party may commence legal proceedings. Any legal suit, action or proceeding arising out of or relating to the Contract shall be instituted in the competent courts of the county in the State of Alabama or State of South Carolina in which a relevant Boysen entity is located, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 32.4 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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