

BEKAERTDESLEE General Conditions of Sale

1. Scope

- 1.1. These General Conditions of Sale apply in full and exclusively to all commercial transactions, including all proposals, offers, orders and/or agreements, performed by BEKAERTDESLEE HOLDING NV with its registered office in B-8790 Waregem, Deerlijkseweg 22 and registered in the Crossroads Bank for Enterprises under number 0628.953.443, including the companies affiliated with it (as defined in article 11 of the Belgian Companies Code (hereinafter: "BEKAERTDESLEE") with you as its customer (hereinafter "the Customer"), unless expressly agreed otherwise in writing and signed by an authorised representative under the articles of association of BEKAERTDESLEE.
- 1.2. At the moment the commercial transaction is performed, the Customer is deemed to have received and accepted these General Conditions of Sale unconditionally, also if the order was issued by telephone or orally. These General Conditions of Sale are published on the BEKAERTDESLEE website and may also be sent free of charge upon request.
- 1.3. All purchase and other conditions of the Customer, irrespective of their name or the manner in which transmitted, are excluded expressly. The Customer waives its right to invoke such conditions.
- 1.4. In case of inconsistencies between the provisions of these General Conditions of Sale and a separate written agreement, the provisions of that agreement shall prevail.
- 1.5. BEKAERTDESLEE reserves the right to alter these General Conditions of Sale at any time. The altered General Conditions of Sale will be published on the BEKAERTDESLEE website at least 30 days before becoming effective, stating the version number.

2. Offers, orders and order confirmations

- 2.1. All offers, including all quotations, budgets, preliminary calculations, proposals, publicity or similar announcements by BEKAERTDESLEE (hereinafter "Offers"), referred to as an offer or otherwise, are without obligation and do not bind it as such. An agreement is not concluded between BEKAERTDESLEE and the Customer until after the order confirmation or a written agreement has been signed by an authorised representative of BEKAERTDESLEE, or as a result of the fact that BEKAERTDESLEE performs the agreement.
- 2.2. The order confirmation must be checked by the Customer in any event. If the order confirmation has not been drawn up in accordance with the order, the Customer will be required to notify BEKAERTDESLEE within 48 hours after dispatch of the order confirmation. Thereafter, any complaints concerning deliveries in accordance with the order confirmation are no longer accepted and the delivery will be

deemed to have been carried out in accordance with the order.

- 2.3. Natural persons who place an order on behalf of the Customer are always considered to have been sufficiently authorised by the Customer and warrants performance by the Customer.
- 2.4. In the event Offers are drawn up on the basis of information provided by or on behalf of the Customer, BEKAERTDESLEE has the right at all times to assume the correctness and completeness of this information. If it later becomes clear that this information was incorrect or incomplete, BEKAERTDESLEE will have the right among other things to unilaterally adjust the indicated prices without the Customer having the right to dissolve the agreement. The adjustment is charged without mandatory prior notification of the Customer.

3. Ownership and right of use concerning information provided during the precontractual phase

- 3.1. All information provided by or on behalf of BEKAERTDESLEE in or in connection with an Offer remains the property of BEKAERTDESLEE and must be returned to BEKAERTDESLEE immediately at its request.
- 3.2. The information referred to in article 3.1 is confidential and exclusively intended to be used by the party that requested the information and to whom it was addressed with a view to the evaluation of a possible cooperation. Any other use as well as full or partial release or forwarding to third parties as well as the full or partial printing or reproduction of this information is prohibited unless and to the extent expressly agreed otherwise in writing in advance.

4. Delivery

- 4.1. Unless expressly agreed otherwise in writing and signed by an authorised representative of BEKAERTDESLEE, delivery will take place EXW (Ex Works), the factory where the order was placed, Incoterms® 2010, within the target term of 4 months.
- 4.2. The delivery terms stated by BEKAERTDESLEE are merely indicative unless expressly agreed otherwise in writing. The Customer expressly forsakes the right to claim compensation, claim dissolution or transfer of possession, unless late delivery would be unreasonable with the exception of the cases referred to in article 14.
- 4.3. Without prejudice to article 8, the Customer accepts a difference of 10% above or below the number of goods ordered when compared to the number of goods delivered by BEKAERTDESLEE, irrespective of whether this is confirmed in an order confirmation.

4.4. The classifications (partial deliveries) will be issued in such a manner that BEKAERTDESLEE is able to perform the contract.

4.5. The Customer is required to take receipt of the goods immediately, inspect them and check the numbers within 24 hours after receipt, whereafter the numbers are deemed to have been delivered in accordance with the agreement.

5. Delivery and invoicing to third parties

5.1. In deviation from the matters set out above, the Customer may request BEKAERTDESLEE to deliver and invoice to a certain third party, including without limitation companies affiliated with the Customer (as defined in article 11 of the Belgian Companies Code) and its subcontractors. The relevant delivery and invoicing to this third party take place in any event exclusively for the risk of the Customer, in which case the Customer is liable for all debts of that third party to BEKAERTDESLEE that concern the performance of the agreement between BEKAERTDESLEE and the Customer.

6. Complaints

6.1. All complaints submitted by the Customer with respect to the goods must state the unique identification number attached to the goods or their packaging. If the unique identification number is not stated, the complaint will be deemed to not have been received and does not in any way entitle to any suspension or interruption of relevant terms.

6.2. Complaints concerning any visible defects are only valid if they were submitted by the Customer in writing within 48 hours after receipt of the goods and the goods have not undergone manipulation or were taken into use.

6.3. BEKAERTDESLEE only guarantees hidden defects if it has knowledge of them. That knowledge is not assumed, the Customer has to demonstrate it. The responsibility of BEKAERTDESLEE is limited in any event to a period of 6 months after delivery. Defects that are discovered after delivery are assumed, subject to evidence to the contrary (to be delivered by the Customer), not to have existed at the moment of delivery and/or to be the result of incorrect manipulation by the Customer.

6.4. BEKAERTDESLEE reserves the right to replace the defective goods as a result of which all further claims of the Customer lapse in case of both visible and invisible defects.

6.5. Returns can only take place with the written approval of BEKAERTDESLEE and does not comprise an admission on the part of BEKAERTDESLEE. Goods must be sent back in their original packaging free from freight and costs.

6.6. With the exception of deceit, intentional error or severe error, BEKAERTDESLEE is not liable for or obliged to compensate immaterial, indirect or consequential losses, including without limitation

lost profit, lost sales, lost income, production limitations, administrative and personnel expenses, an increase in the general costs, loss of customers, reputational damage or claims from third parties, and BEKAERTDESLEE's contractual and non-contractual liability towards the Customer is in any event always limited to the invoiced value excluding VAT and other taxes.

7. Deviations with respect to the goods themselves

7.1. Deviations between on the one hand the goods delivered and on the other hand goods, samples, demonstration models or images that were delivered previously cannot constitute a ground for rejection, discount, dissolution of the agreement or compensation if they are of minor importance.

7.2. Deviations between on the one hand the goods delivered and on the other hand the original design, drawing, copy or model cannot constitute a ground for rejection, discount, dissolution of the agreement or compensation if they are of minor importance.

7.3. When assessing the question whether deviations should be considered minor when compared to the total of the work, a representative random sample from the work is taken into account, unless it concerns goods determined individually.

7.4. Deviations that have no or a subordinate influence on the value in use of the work taking all circumstances into consideration, are always considered to be deviations of minor importance.

7.5. Deviations in the colour of the goods delivered by BEKAERTDESLEE are always considered to be deviations of minor importance if the Customer did not indicate exact colour codes in writing together with its order.

7.6. Deviations in the materials used by BEKAERTDESLEE and semi-finished products that are allowed under the general conditions of sale applicable to the delivery of these materials and semi-finished products are considered to be deviations of minor importance. BEKAERTDESLEE will send the Customer at its request a copy of the relevant conditions.

8. Tolerances

8.1. BEKAERTDESLEE conforms to European standard EN 14976:2005 with respect to the specifications and test methods for mattress ticking as regards the tolerances included therein.

8.2. Without prejudice to article 4.3, the Customer accepts the following tolerances as regards the goods delivered: concerning woven mattress ticking a tolerance of 1% concerning the length that was delivered and invoiced; concerning knitted and non-woven mattress ticking a tolerance of 3% concerning the length that was delivered and invoiced; concerning all mattress ticking a tolerance of 5% concerning the stated mass per unit area. These tolerances are not considered to be a defect on the

part of BEKAERTDESLEE and cannot be set off or charged.

9. Taking delivery on call

- 9.1. Following the express, written approval of BEKAERTDESLEE, the Customer will be allowed to take delivery of the total number of goods ordered on call. The total of the goods called on will be stored in the BEKAERTDESLEE warehouses exclusively for the risk and account of the Customer.
- 9.2. The Customer commits that it will take delivery of the total number of goods ordered and such within a term of at most 3 months after the date of the order. If the total number was not called within this term, the Customer commits that it will take delivery of the remainder as a single delivery at the end of this term. Without prejudice to the other rights and remedies available to BEKAERTDESLEE, the Customer will owe storage costs per day of delay that has commenced if this term is exceeded.
- 9.3. The order to prepare a delivery must be notified by the Customer to BEKAERTDESLEE in writing before 11:00 hours within the time zone of the factory where the order is placed stating the correct number of goods and stating whether BEKAERTDESLEE should guarantee the transport or not, whereafter BEKAERTDESLEE will send an order confirmation to the Customer. Where relevant, BEKAERTDESLEE strives to deliver the number of goods that were notified within at most the number of working days after the day of dispatch of the order confirmation stated in the order confirmation, with the exception of possible delays on the basis of regulatory provisions, including without limitation customs formalities. In all other cases, the Customer commits that it will take receipt of the goods at the latest within the number of working days after dispatch of the order confirmation stated in the order confirmation, failing which storage costs will be payable for each day of delay that has commenced.

10. Packaging

- 10.1. If BEKAERTDESLEE considers such necessary, the goods will be packaged by BEKAERTDESLEE in accordance with the practices generally applied within the sector, unless the Customer has notified BEKAERTDESLEE at the latest at the moment of the conclusion of the agreement of specific requirements concerning the required packaging units, the required characteristics or the nature of the packaging, and has provided information concerning the surcharge and handling methods of the packaged goods that have been applied.
- 10.2. Return packaging always remains the property of BEKAERTDESLEE even if it has been charged to the Customer, and is stored by the Customer free of charge. The Customer is obliged to return the return packaging in the same condition it received this packaging. When signing the delivery order or

dispatch note, the Customer acknowledges that it has received the return packaging in perfect condition.

- 10.3. BEKAERTDESLEE reserves the right to charge the Customer a deposit per item of return packaging delivered.
- 10.4. When returning the return packaging, the Customer receives a credit note concerning the packaging charged while deducting any costs resulting from damage.

11. Payment/Price

- 11.1. Unless stated otherwise in writing, all prices are exclusive of VAT and all other taxes, charges and/or levies. These taxes, charges and/or levies that concern the goods delivered or the transport thereof are fully for the account of the Customer.
- 11.2. BEKAERTDESLEE expressly reserves the right to increase the price agreed with the Customer if during the term of the agreement one or more costs undergo an increase (including without limitation the prices of freight, insurance rates, production costs, currency fluctuations, prices of raw materials, energy prices and wage costs), irrespective of the cause of this increase.
- 11.3. The invoices are payable in cash, without deductions, at BEKAERTDESLEE's registered office in the currency stated on the invoice, and payment must be made by means of transfer to the bank account stated on the invoice, unless other payment conditions were agreed expressly in writing between the Customer and BEKAERTDESLEE.
- 11.4. As from the due date, default interest will be due on the invoice by operation of law and without notice of default, which interest will be equal to the statutory interest rate as determined in article 5 of the Belgian act of 2 August 2002 and it will be equal to at least 12% of the debt. A fixed fee will also be payable by operation of law and without notice of default amounting to 10% of the payable invoice amount subject to a minimum of EUR 250 without prejudice to BEKAERTDESLEE's right to claim a higher compensation subject to evidence of higher losses actually sustained. BEKAERTDESLEE has the right at all times to claim back from the Customer the collection costs that have become payable as a result of late payment by the Customer.
- 11.5. In case of non-payment of an invoice on the due date, all claims against the Customer that have not become due, irrespective of the agreement to which they pertain, become immediately due and payable by operation of law and without notice of default. If instalments were given or bills of exchange were signed, either in this agreement or in another agreement, all payable amounts of any agreement whatsoever, will be due and payable immediately by operation of law and without notice of default if one instalment was not paid or if one bill of exchange was not paid on the due date.

- 11.6. Bills of exchange or securities that were accepted do not result in a breach of these General Conditions of Sale or in substitution of one debt for another.
- 11.7. The invoice date applies as delivery date subject to evidence to the contrary to be delivered by the Customer.
- 11.8. If the Customer fails to comply with its obligations, BEKAERTDESLEE reserves the right to suspend or cancel each performance of an order or all deliveries, also in the event a fixed delivery time has been agreed, without losing the right to payment and without prejudice to the higher stipulated compensation and default interest. Such suspension or dissolution takes place by operation of law and without notice of default and will be notified to the Customer by means of a letter. Any advance payments remain BEKAERTDESLEE's.
- 11.9. Complaints about invoices must be notified to BEKAERTDESLEE in writing within 8 days after receipt of the invoice.

12. Guarantees

- 12.1. BEKAERTDESLEE always has the right, before starting performance of the order or before delivery or continuing the delivery or the performance of the order, to demand an advance payment or another form of security that is sufficient in the opinion of BEKAERTDESLEE for compliance with the Customer's payment obligations. Refusal on the part of the Customer to pay the advance payment that has been requested or to provide the security that has been demanded entitles BEKAERTDESLEE to suspend or dissolve the agreement, without prejudice to BEKAERTDESLEE's right to compensation of costs and lost profit. Such dissolution takes place by operation of law and without notice of default and will be notified to the Customer by means of a letter. Any advance payments remain BEKAERTDESLEE's.

13. Retention of title

- 13.1. The goods to be delivered by BEKAERTDESLEE to the Customer remain the property of BEKAERTDESLEE until all that is owed as consideration pursuant to all agreements between BEKAERTDESLEE and the Customer has been performed in full, including without limitation payment of the price, costs, interest and any compensation. As long as such ownership continues to vest in BEKAERTDESLEE, the Customer does not have the right to alter the goods by subjecting them to the production process or by integrating them in another product or to mix them in any other way.
- 13.2. The risks of the loss or the destruction of the goods to be delivered pass to the Customer in full pursuant to the provisions of article 4. The Customer is obliged to ensure the goods coming under the retention of title against all risks customary in the

sector and submit the insurance policy to BEKAERTDESLEE for inspection upon first request.

- 13.3. Until payment pursuant to all agreements between BEKAERTDESLEE and the Customer has been carried out in full, (i) the Customer will keep the BEKAERTDESLEE goods in good faith, (ii) in case of sale of the goods by the Customer, it will keep the proceeds of this sale in a bank account opened specifically for this purpose for the benefit of BEKAERTDESLEE, (iii) BEKAERTDESLEE has the right trace all such proceeds from the sale by the Customer via the bank account or any other account, (iv) in the event of the sale of goods within the context of the customary business operations, the Customer will transfer its rights to claim the sale price back from the relevant third parties to BEKAERTDESLEE, if such is requested in writing by BEKAERTDESLEE.
- 13.4. Until payment has been performed in full, the Customer will keep the goods as custodian on behalf of BEKAERTDESLEE in a fiduciary role and it is the Customer's responsibility to keep the goods in a good condition and a good state of repair for its own account; the goods will be separated clearly from the other assets and clearly marked as being the property of BEKAERTDESLEE.
- 13.5. Until the moment at which the title to ownership is transferred to the Customer, BEKAERTDESLEE will have the absolute right to take the goods back, to sell them, to process them or alienate all or part of the goods, in which connection the title to ownership remains BEKAERTDESLEE's. In implementation of the matters set out above, BEKAERTDESLEE, or any of its employees, agents or authorised representatives, has the right at any time to enter the locations where the goods or part thereof are located without prior notification, or is reasonably assumed to be allowed with a view to removing the goods to remove these from such locations and/or in relevant cases the Customer is obliged to pay the proceeds it was keeping on a fiduciary basis for BEKAERTDESLEE in accordance with this clause. BEKAERTDESLEE has the right to apply for a court order in order to prevent the Customer from selling, relocating or otherwise alienating the goods.
- 13.6. The rights of the Customer as imminent buyer to acquire the goods will end on the earlier of the following dates: (i) on the due date of the agreed credit period if applicable; (ii) if it concerns a company that has been declared bankrupt or that performs any act that allows for a bankruptcy petition or if the Customer is liquidated or if the Customer terminates its commercial activities; (iii) if the Customer as imminent buyer is a company that performs any act or omission that gives a receiver the right to acquire control of the goods or that gives any other person the right to submit an application

for the dissolution of the company or to submit an application for appointment of an administrator.

- 13.7. If a recipient or manager or any other person acting on behalf of the imminent buyer/Customer attempts in any way to reject BEKAERTDESLEE's entitlement to these goods or attempts to claim that this conditional sale represents an amount of the Customer imminent assets, this person will pay the seller as agreed, as well as a compensation in connection with defamation in the amount of the agreed price of the goods involved.

14. Impracticability of the assignment - force majeure

- 14.1. If BEKAERTDESLEE is unable to comply with this agreement permanently or temporarily after it has been concluded as a result of force majeure or as a result of unforeseen circumstances, BEKAERTDESLEE will have the right to claim, and the Customer commits to this, that the content of the agreement will be amended to such an extent that performance remains possible.

- 14.2. Force majeure includes among other things any failure to comply with an obligations as a result of a non-attributable cause not intended by BEKAERTDESLEE, even if this circumstance was already foreseen at the time of the conclusion of the agreement, including but not limited to: illness and the like on the part of qualified personnel; computer, fax and internet breakdowns, interruptions in the supply of energy, and other similar causes in the business of BEKAERTDESLEE and in the business of third parties engaged by BEKAERTDESLEE.

- 14.3. In addition, BEKAERTDESLEE has the right to suspend compliance with its obligation and it will not be in default if it is temporarily prevented from complying with its obligations as a result of a change in circumstances that could not be expected within reason at the time of the conclusion of the agreement and that are beyond its control.

- 14.4. Circumstances that are not to be expected within reason and that are beyond the control of BEKAERTDESLEE include a failure to comply on the part of third parties engaged by BEKAERTDESLEE or a failure to comply on time with their obligations, fires, strikes or interruptions of work or the loss of the materials to be processed, tool breakage, import or trade prohibitions.

- 14.5. The power to suspend does not exist if compliance has become permanently impossible or the temporary impossibility lasts for more than two months, in which case both BEKAERTDESLEE and the Customer have the right to dissolve the agreement without judicial intervention by means of a registered letter without either of the parties being entitled to compensation of the loss sustained or to be sustained as a result of the dissolution.

- 14.6. If BEKAERTDESLEE has complied with part of its obligation, it will be entitled to a proportionate share

of the agreed price on the basis of the work already performed and the costs incurred.

- 14.7. If the assignment cannot be performed, BEKAERTDESLEE will notify the Customer thereof in writing immediately, while stating the nature of the situation of force majeure and the circumstances on which this based. BEKAERTDESLEE is not obliged to demonstrate that the circumstances are not attributable or not foreseeable.

- 14.8. The Customer's obligation towards BEKAERTDESLEE comprises a payment obligation, which means that force majeure on the part of the Customer is excluded expressly.

15. Suspension and dissolution

- 15.1. If the Customer fails to comply with one of its obligations (including payment), BEKAERTDESLEE will have the right to dissolve the agreement, take back the goods for an amount of the payment that has fallen due, and thereafter sell the goods again. To this end the Customer authorises BEKAERTDESLEE and its employees, authorised representatives and agents irrevocably to enter all of the Customer's sites and buildings, with or without vehicles, during normal business hours; this authorisation will continue to apply despite the termination of the contract for any reason whatsoever and does not prejudice BEKAERTDESLEE's other rights.

- 15.2. The parties have agreed that in case of dissolution of the agreement for which the Customer is to blame, the compensation is fixed at 30% of the unpaid invoiced/attributed value, unless a higher loss can be proved.

16. Testing

- 16.1. If the Customer requests BEKAERTDESLEE to conduct certain forms of testing, these will be entirely for the Customer's account. BEKAERTDESLEE is not obliged in any way to carry out these tests.

- 16.2. BEKAERTDESLEE carries out the necessary tests in the area of the quality of the goods to the best of its abilities. The Customer may acquire the results of the tests upon request.

17. The costs and risk concerning means of production delivered and subcontractors that have been indicated by the Customer

- 17.1. The Customer has the right to request BEKAERTDESLEE to use certain means of production, raw materials and/or semi-finished products for the production of the goods. If this is feasible from a technical and economic perspective and BEKAERTDESLEE agrees thereto, the use of these means of production, raw materials or semi-finished products by BEKAERTDESLEE will be entirely for the costs and risk of the Customer.

- 17.2. The Customer may request BEKAERTDESLEE to use a certain subcontractor or supplier. The use of

the subcontractor or supplier designated by the Customer always occurs exclusively for the risk of the Customer. For instance, BEKAERTDESLEE is not liable for any delay in the delivery of the goods that is attributable to the designated subcontractor or supplier.

18. Intellectual property

18.1. All intellectual and industrial property rights, including all patents, rights to inventions, copyrights and neighbouring rights, trademarks, trade names, domain names, rights to models and drawings, rights to computer software, database rights, rights to confidential information (including knowhow and trade secrets) and all other intellectual property rights, both registered and unregistered including all applications (or rights to apply for) and renewals or extensions, of such rights and all similar or equivalent rights or forms of protection that exist now or in the future anywhere in the world (hereinafter referred to as "Intellectual Property Rights") concerning all goods produced or models designed by or on behalf of BEKAERTDESLEE continue to vest in BEKAERTDESLEE.

18.2. BEKAERTDESLEE reserves the right to state its name as author or entitled party on its goods.

18.3. To the extent necessary, BEKAERTDESLEE hereby grants the Customer a non-exclusive, temporary license to use, sell, offer for sale in the country where the Customer is established, process and alter the goods to be delivered, unless expressly agreed otherwise in writing.

18.4. To the extent items of property are delivered, including without limitation texts, designs, drawings, models and images, by the Customer, the Intellectual Property Rights pertaining thereto continue to vest in the Customer to the extent they do not infringe the abovementioned BEKAERTDESLEE Intellectual Property Rights. The Customer hereby grants BEKAERTDESLEE a worldwide, non-exclusive, perpetual, fully paid, irrevocable, transferable license to use the items of property for the production of the goods to be delivered to the Customer.

18.5. With the exception of intentional errors, BEKAERTDESLEE does not guarantee that the use and commercialization of the good does not infringe the intellectual property rights of third parties. All goods and models designed are created exclusively for the risk of the Customer.

19. Advice, designs and materials

19.1. Information and advice provided by BEKAERTDESLEE, more in particular but without being limited thereto, in the area of materials, colours, manufacturing methods or design are merely general in nature and without obligation.

19.2. BEKAERTDESLEE does not accept responsibility for a design elaborated by or on behalf of the

Customer, nor for any advice in connection with such designs. The Customer is responsible for the functional suitability of the materials or formats prescribed by the Customer. Functional suitability is defined as the suitability of the material or format for the purpose for which it is intended according to the Customer's design.

19.3. In case of an assignment, BEKAERTDESLEE only assumes responsibility for designs not created by it or on its behalf for their creation in accordance with the assignment and for the soundness of the materials used to the extent these materials have not been prescribed by the Customer.

19.4. BEKAERTDESLEE never accepts any responsibility for parts and/or materials made available by the Customer or that were prescribed by it.

20. Indemnification

20.1. The Customer guarantees towards BEKAERTDESLEE that compliance with the agreement, inter alia by reproduction or publication of the items of property received from the Customer such as copy, models, drawings, or photographs, does not infringe rights that can be enforced by third parties, in particular but without being limited thereto, pursuant to national or international regulations in the area of copyrights or any other intellectual property right or the right with respect to the unlawful act or the unethical trade practices.

20.2. The Customer indemnifies BEKAERTDESLEE both in and out of court against all claims third parties can or might bring against BEKAERTDESLEE pursuant to the abovementioned legislation or regulations.

20.3. The Customer declares that it fully disposes of the rights referred to in article 20.1. However, if reasonable doubt arises or continues to exist with respect to the correctness of the rights alleged by the Customer, BEKAERTDESLEE has the right but it is not obliged to suspend compliance with the agreement until the moment at which it is established irrevocably, possibly in court, that BEKAERTDESLEE does not infringe third-party rights by complying with the agreement. Thereafter, BEKAERTDESLEE will carry out the order as yet within a reasonable term.

20.4. The Customer indemnifies BEKAERTDESLEE against claims from users who sustained a loss as a result of using the goods.

21. Confidentiality

21.1. The Customer commits that it will observe strict secrecy concerning all information of any kind whatsoever, such as financial, commercial, economic, technical, legal or any other information irrespective of its format, which it acquires from BEKAERTDESLEE (hereinafter referred to as "Confidential Information").

- 21.2. All Confidential Information that is released, directly or indirectly, while applying these General Conditions of Sale remains the exclusive property of BEKAERTDESLEE.
- 21.3. The abovementioned duty of confidentiality concerning Confidential Information does not apply if the Customer is able to demonstrate that: (i) it is generally available to the public or has become generally available to the public, without any act or omission in this connection on the part of the Customer or any agent, advisor, employee, or other party affiliated with the Customer; or (ii) it was lawfully in the possession of or known to the Customer prior to receipt from BEKAERTDESLEE; or (iii) it was released to it in a lawful manner by a third party other than an employee, (sub)contractor, agent, joint venturer or partner of BEKAERTDESLEE or any other party that is subject to a duty of confidentiality towards it; or (iv) it was developed independently by employees of the Customer who do not have access to such information, without making use of any Confidential Information from BEKAERTDESLEE in this connection; or (v) there is a statutory obligation to release or disclose, on the understanding that the Customer notifies BEKAERTDESLEE as soon as possible of this obligation, if possible first consults with it concerning the mandatory release, and the revealing of such information is limited to the minimum required by law.
- 21.4. If the agreement is terminated, the Customer commits that it returns (copies of) the Confidential Information to BEKAERTDESLEE or to destroy them, such in accordance with BEKAERTDESLEE's wishes.
- 21.5. The provisions of this article will survive the termination of the agreement between the parties for a period of 5 years from the moment of termination.

22. Processing of personal data

- 22.1. BEKAERTDESLEE's processing of personal data is subject to the provisions of a separate Privacy Statement, which can be consulted on the BEKAERTDESLEE website.

23. Miscellaneous provisions

- 23.1. These General Conditions of Sale and the rights and obligations that arise therefrom can be transferred to third parties by BEKAERTDESLEE, whereafter BEKAERTDESLEE is released from further compliance with its obligations.
- 23.2. If one or more clauses from these General Conditions of Sale are declared fully or partially void or non-binding through judicial intervention, such will not have any impact on the validity of the other clauses or the validity of the entire General Conditions of Sale. If BEKAERTDESLEE wishes to amend or replace the relevant clause(s), the amended or new clause must align as much as

possible with the clause(s) that were declared void or non-binding.

- 23.3. These General Conditions of Sale comprise the entire and full agreement between BEKAERTDESLEE and the Customer and replace all other and previous oral agreements and/or written agreements that allegedly existed between them with respect to the same subject, with the exception of existing, special written agreements between the Customer and BEKAERTDESLEE.
- 23.4. BEKAERTDESLEE's failure to claim strict compliance with the provisions of these General Conditions of Sale will not be considered to be any waiver or rejection thereof.
- 23.5. The Customer will perform purchases in its own name and for its own account and it will implement these General Conditions of Sale as an independent trader towards BEKAERTDESLEE. These General Conditions of Sale do not create an association, partnership or joint venture between BEKAERTDESLEE and the Customer.

24. Applicable law & Competence

- 24.1. These General Conditions of Sale and the commercial transactions following therefrom are subject to Chinese law to the express exclusion of the Vienna Sales Convention.
- 24.2. The parties undertake to resolve all disputes, including those with respect to the validity, the interpretation or the implementation of these General Conditions of Sale or arising from commercial transactions, however named, in an amicable manner by means of mutual consultation. If an amicable settlement is not possible, all disputes, including those with respect to the validity, the interpretation or the implementation of these General Conditions of Sale or arising from commercial transactions, however named, are submitted to the exclusive jurisdiction of the courts of Kortrijk.