

General Conditions of Purchase of Maverick Valves B.V.

Maverick Valves B.V. is having its registered office and principal place of business at
17 Jan van Galenstraat, Schiedam, The Netherlands.

Article 1 : Definitions

- 1.1 MAVERICK VALVES: the private limited company "Maverick Valves B.V.", having its registered office in Schiedam;
- 1.2 Supplier or Client: the party with which MAVERICK VALVES has contracts;
- 1.3 Parties: MAVERICK VALVES and Purchaser or Client;
- 1.4 Third Parties: Any other parties than MAVERICK VALVES and Supplier or Client;
- 1.5 Quotation: an offer from Supplier to MAVERICK VALVES in which the work or the goods purchased by MAVERICK VALVES are specified in terms of material, price and delivery period;
- 1.6 Agreement: the agreement between MAVERICK VALVES and the Supplier;
- 1.7 Delivery period: the period between the formation of the Agreement and the point of delivery or completion of the performance as agreed upon by contract.

Article 2 : Applicability

- 2.1 These General Conditions of Purchase, together with the relevant Purchase Order issued by MAVERICK VALVES, set forth the terms under which MAVERICK VALVES offers to purchase Goods and/or Services from Supplier. When Supplier accepts MAVERICK VALVES offer, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General Conditions of Purchase as specified on the face and reverse of this document, the relevant Purchase Order and any attachments. MAVERICK VALVES does not agree to any proposed amendment, alteration, or addition by Supplier. The Agreement can be varied only in writing signed by MAVERICK VALVES. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.
- 2.2 MAVERICK VALVES is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase.
- 2.3 All costs incurred by Supplier in preparing and submitting any acceptance of MAVERICK VALVES offer shall be for the account of Supplier.

Article 3 :Time of the Essence

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify MAVERICK VALVES in writing.

Article 4 :Delivery of Goods

- 4.1 Unless expressly agreed otherwise in writing, all Goods shall be delivered FCA (named port or place of departure) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms 2010) final destination determined by MAVERICK VALVES.

- 4.2 Delivery shall be completed as per the applicable (Inco)term, but this shall not constitute acceptance of the Goods.
- 4.3 Supplier shall, concurrently with the delivery of the Goods, provide MAVERICK VALVES with copies of all applicable licenses. Each delivery of Goods to MAVERICK VALVES shall include a packing list which contains at least (i) the applicable order number, (ii) the MAVERICK VALVES part number, (iii) the quantity shipped, and (iv) the date of shipment.
- 4.4 Supplier shall make no partial delivery or delivery before the agreed delivery date(s). MAVERICK VALVES reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. MAVERICK VALVES shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.
- 4.5 Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials.
- 4.6 Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and MAVERICK VALVES' specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for MAVERICK VALVES or a by MAVERICK VALVES named third party. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the Goods; MAVERICK VALVES shall not be required to assert any claims for such loss or damage against the common carrier involved.

Article 5 :Changes to Goods

Supplier shall not, without prior written consent of MAVERICK VALVES, make any changes affecting Goods, including process or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have a significant impact on the workings of functionality of the goods.

Article 6 :Inspection, Testing, Rejection of Goods

- 6.1 Inspection, testing of or payment for the Goods by MAVERICK VALVES shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by MAVERICK VALVES shall not release Supplier from any of its obligations, representations or warranties under the Agreement.
- 6.2 MAVERICK VALVES may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by MAVERICK VALVES is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of MAVERICK VALVES's inspection personnel.
- 6.3 If MAVERICK VALVES does not accept any of the Goods, MAVERICK VALVES shall promptly notify Supplier of such rejection, and Clause 11 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from MAVERICK VALVES at its own expense. If Supplier does not collect the Goods within said two (2) week period, MAVERICK VALVES may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy MAVERICK VALVES may have under the Agreement or at law. Goods not accepted but already paid by MAVERICK VALVES shall be reimbursed by Supplier to MAVERICK VALVES and MAVERICK

VALVES shall have no payment obligation for any Good not accepted by MAVERICK VALVES.

- 6.4 If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, MAVERICK VALVES may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection.

Article 7 :Performance of Services

- 7.1 Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.
- 7.2 Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services.
- 7.3 Only written confirmation by MAVERICK VALVES shall constitute acceptance of the Services performed. If MAVERICK VALVES does not accept the Service and/or Work Product(s), Clause 11 below shall apply. MAVERICK VALVES shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by MAVERICK VALVES in writing within thirty (30) days of such notification.

Article 8 :Prices; Payment

- 8.1 Unless provided otherwise in the Purchase Order, title in the Goods shall pass to MAVERICK VALVES at the time risk is transferred to MAVERICK VALVES pursuant to the applicable Incoterm.
- 8.2 All prices quoted in the Agreement shall be fixed prices. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of Goods or Services of like kind and quality.
- 8.3 (i) All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. (ii) If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST, consumption tax or any other similar tax to MAVERICK VALVES, which shall be paid by MAVERICK VALVES in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST, consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed as per Clause 4.2 but ultimately within six months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall contain: (i) the MAVERICK VALVES purchase order number, and (ii) wording that shall allow MAVERICK VALVES to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform MAVERICK VALVES whether MAVERICK VALVES is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.
- 8.4 Any license fees shall be included in the price.
- 8.5 Subject to the acceptance of the Goods, Services and/or Work Product by MAVERICK VALVES, and unless provided otherwise in the Purchase Order, payment shall be made within sixty (60) days from receipt of the correct invoice.
- 8.6 If Supplier fails to fulfill any of its obligations under the Agreement, MAVERICK VALVES may suspend payment to Supplier upon notice to Supplier.

- 8.7 Supplier hereby unconditionally accepts that MAVERICK VALVES shall at all times have the right to set-off any amounts that any MAVERICK VALVES owes to Supplier under this Agreement with any amounts that Supplier owes to MAVERICK VALVES under the Agreement or any other agreement.
- 8.8 Supplier acknowledges and agrees that any amount to be paid by MAVERICK VALVES to Supplier may be paid on MAVERICK VALVES' behalf by another Affiliate of MAVERICK VALVES. Supplier shall treat such payment as if it were made by MAVERICK VALVES itself and MAVERICK VALVES' obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.

Article 9 :Warranty

- 9.1 Supplier represents and warrants to MAVERICK VALVES that all Goods and/or Work Product(s):
- (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
 - (b) strictly comply with the specifications, approved samples and all other requirements under the Agreement;
 - (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
 - (d) shall be free from any and all liens and encumbrances;
 - (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), regulations, EC Directive 2001/95 on General Product Safety;
 - (f) are provided with and accompanied by all information and instructions necessary for proper and safe use; Supplier shall furnish to MAVERICK VALVES any information required to enable MAVERICK VALVES to comply with such laws, rules, and regulations in its use of the Goods and Services; and
 - (g) will be accompanied by written and detailed specifications of the composition and characteristics, to enable MAVERICK VALVES to transport, store, process, use and dispose of such Goods and/or Work Product safely and in compliance with law.
- 9.2 These warranties are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which MAVERICK VALVES may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to MAVERICK VALVES and its customers.
- 9.3 Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Article 9.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 4.2, or such other period as agreed in the Agreement (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

Article 10 :Open Source Software Warranty

Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of MAVERICK VALVES and unless otherwise stated in the

Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software.

Article 11 :Non-conformity

11.1 If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the requirements of the Agreement, MAVERICK VALVES shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

- (a) require performance by Supplier;
- (b) require delivery of substitute Goods or Work Products;
- (c) require Supplier to remedy the lack of conformity by repair;
- (d) declare the contract rescinded; or
- (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered,

even if that results in a full refund of the price paid to Supplier.

11.2 Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse MAVERICK VALVES in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by MAVERICK VALVES in connection therewith.

11.3 Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

Article 12 :Ownership and Intellectual Property

12.1 All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for MAVERICK VALVES, or paid for by MAVERICK VALVES, for use in the performance of the Agreement, shall be and remain the sole exclusive property of MAVERICK VALVES and shall not be furnished to any third party without MAVERICK VALVES' prior written consent, and all information with respect thereto shall be confidential and proprietary information of MAVERICK VALVES. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling orders from MAVERICK VALVES, shall be marked as owned by MAVERICK VALVES, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by MAVERICK VALVES, and shall be returned promptly upon MAVERICK VALVES' first request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

12.2 Supplier represents and warrants to MAVERICK VALVES that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPRs.

12.3 The purchase of the Goods and/or Services shall confer on MAVERICK VALVES and its Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all IPRs owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

- 12.4 MAVERICK VALVES shall retain all rights in any samples, data, works, materials and intellectual and other property provided by MAVERICK VALVES to Supplier. All rights in and titles to the Work Product shall become MAVERICK VALVES' property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.4.
- 12.5 Supplier shall not have any right, title or interest in or to any of MAVERICK VALVES' samples, data, works, materials, trademarks and intellectual and other property nor shall the supply of Goods and/or Services alone or in any combination, or the supply of packaging containing MAVERICK VALVES' trademarks or trade names give Supplier any right or title to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or Services alone or in any combination without MAVERICK VALVES' prior written approval and any use of any trademark, trade name or other indication as authorized by MAVERICK VALVES shall be strictly in accordance with the instructions of and for the purposes specified by MAVERICK VALVES.
- 12.6 Supplier shall not, without MAVERICK VALVES' prior written consent, publicly make any reference to MAVERICK VALVES, whether in press releases, advertisements, sales literature or otherwise.

Article 13: Intellectual Property Indemnification

- 13.1 Supplier shall indemnify and hold harmless MAVERICK VALVES, its Affiliates, agents and employees and any person selling or using any of MAVERICK VALVES' products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by MAVERICK VALVES, shall defend any such claim at Supplier's own expense.
- 13.2 MAVERICK VALVES shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as MAVERICK VALVES may reasonably require.
- 13.3 If any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by MAVERICK VALVES, but at its own expense: either
- (a) procure for MAVERICK VALVES or customers the right to continue using the Goods or Services alone or in any combination; or
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non- infringing equivalent.
- 13.4 If Supplier is unable either to procure for MAVERICK VALVES the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, MAVERICK VALVES may terminate the Agreement and upon such termination, Supplier shall reimburse to MAVERICK VALVES the price paid, without prejudice to Supplier's obligation to indemnify MAVERICK VALVES as set forth herein.

Article 14 :Indemnification

Supplier shall indemnify and hold harmless MAVERICK VALVES, its Affiliates, agents and employees and anyone selling or using any of MAVERICK VALVES' products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and

expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the Goods or performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods, Services or any other information furnished by Supplier to MAVERICK VALVES under the Agreement.

Article 15 :Compliance with Laws

Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to MAVERICK VALVES any information required to enable MAVERICK VALVES to comply with any applicable laws, rules, and regulations in its use of the Goods and Services.

Article 16 :Export Controls Compliance

- 16.1 Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.
- 16.2 Supplier agrees to inform MAVERICK VALVES in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform MAVERICK VALVES about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers and export control licenses).
- 16.3 Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide MAVERICK VALVES with all information required to enable MAVERICK VALVES and its customers to comply with such laws and regulations.
- 16.4 Supplier agrees to indemnify and hold MAVERICK VALVES harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which MAVERICK VALVES may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify MAVERICK VALVES promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect MAVERICK VALVES.

Article 17 :Customs Compliance

On an annual basis, or upon earlier request of MAVERICK VALVES, Supplier shall provide MAVERICK VALVES with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations.

Article 18 :Limitation of Liability

- 18.1 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

- 18.2 Subject to Clause 18.1, IN NO EVENT SHALL MAVERICK VALVES BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHICH INCLUDES WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, EVEN IF MAVERICK VALVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES and in no event shall MAVERICK VALVES be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by MAVERICK VALVES.

Article 19 :Force Majeure

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. MAVERICK VALVES shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non- performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

Article 20 :Suspension and Rescission

- 20.1 Without prejudice to any other right or remedy available to MAVERICK VALVES under the Agreement or at law, MAVERICK VALVES shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to declare the Agreement rescinded in whole or in part by means of written notice to Supplier in the event that:

(a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit or creditors or similar proceeding;

(b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;

(c) Supplier ceases or threatens to cease to carry on business in the ordinary course;

(d) Supplier breaches any of its obligations under the Agreement or MAVERICK VALVES', in its reasonable discretion, determines that Supplier cannot or shall not deliver the Goods or perform the Services as required;

or

(e) Supplier fails to provide adequate assurance of performance following request by MAVERICK VALVES.

- 20.2 MAVERICK VALVES shall not be liable to Supplier by virtue of exercising any of the rights under Clause 20.1.

Article 21 :Confidentiality

- 21.1 Supplier shall treat all information provided by or on behalf of MAVERICK VALVES or generated by Supplier for MAVERICK VALVES under the Agreement as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect MAVERICK VALVES' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of MAVERICK VALVES and Supplier shall, upon MAVERICK VALVES' demand, promptly return to MAVERICK VALVES all such information and shall not retain any copy thereof.
- 21.2 The existence and the contents of the Agreement shall be treated as confidential by Supplier.

Article 22 :Miscellaneous

- 22.1 Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of MAVERICK VALVES and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on MAVERICK VALVES.
- 22.3 Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of MAVERICK VALVES. Any such pre-approved subcontracting, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.
- 23.3 Neither the failure nor the delay of MAVERICK VALVES to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of MAVERICK VALVES to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by MAVERICK VALVES and Supplier.
- 23.4 In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.
- 23.5 All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.
- 23.6 The Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from or connected to the Agreement(s) concluded between the Parties and the performance thereof, shall be referred to the competent district court in Rotterdam.
- 23.7 Supplier waives all defenses of lack of personal jurisdiction and forum non-convenience.

