

## GENERAL TERMS AND CONDITIONS OF NEXUS COSMETICS NV

### 1. GENERAL PROVISIONS

1.1 In these General Terms and Conditions, the following definitions shall apply:

**“Client”**: the companies within the meaning of Article I.1.,1° of the Belgian Code of Economic Law.

**“Contract”**: any agreement for the sale of the Products (a) resulting from the Clients' order and the confirmation of the order by Nexus or (b) executed by Nexus and the Client, (c) or proposed by the Client and accepted by Nexus in writing, including the exchange of correspondence, email or other forms of written communication.

**“Products”**: the products offered by Nexus.

**“Specifications”**: Nexus' manufacturer's specifications for a Product in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in writing by the Client and Nexus in the Contract or otherwise.

**“Affiliate”**: any natural person or legal entity, as defined in Article 1:20 of the Belgian Code Companies and associations.

**“Business Day”** a day other than Saturday, Sunday or a public holiday in the country of either Party, or any day when major banks are open for general business.

1.2 These general terms and conditions (**“General Terms and Conditions”**) shall apply to the Contract for the sale of the Products, as well as to all other agreements, offers, tenders, purchase orders, orders, invoices and credit notes that shall apply applicable between Nexus Cosmetics NV, a limited liability company under Belgian law, with its registered office at Industriepark 33, 2220 Heist-op-den-Berg, Belgium and with company number 0637.969.196 (RPR Antwerp, Mechelen division) (**“Nexus”**) and the Client, of which these General Terms and Conditions form an integral part, except if explicitly deviated from in writing. Nexus reserves the right to amend and/or supplement these General Terms and Conditions at any time, subject to prior notice to the Client. The General Conditions that were applicable at the time of the order always remain applicable to orders already placed and to the resulting Contracts. The parties expressly exclude the application of article 5.23 paragraphs 3 and 4 Belgian Civil Code and agree that the “knock-out-rule” contained therein shall not apply in their contractual relationship. Nexus' General Terms and Conditions always take precedence over the Client's general terms and conditions, even in the case of incompatible clauses.

### 2. ORDERS – CONTRACT - CANCELLATION

2.1 The information provided by Nexus about the characteristics of the Products, including technical descriptions and photographs, is for illustrative purposes.

2.2 An order by the Client is irrevocable and binding on the Client, unless otherwise agreed in writing. The Contract comes into effect when the order is explicitly confirmed in

writing by Nexus, or full or partial execution of the order has taken place. Nexus reserves the right to accept or refuse orders at its own discretion.

2.3 The order is executed on the basis of the information provided by the Client. Nexus is not liable for damages resulting from errors in the information provided by the Client. Nexus can make partial deliveries or partially execute the order and invoice them.

2.4 Any Order by and delivery to the Client is subject to, amongst others, general credit approval and a specific credit limit set by Nexus for the Client based upon objective parameters. In the event that at any time the Client places an order to Nexus which, as such or cumulated with the value of previous orders for which payment is not yet received in full by Nexus, exceeds the credit limit(s) set by Nexus, Nexus shall promptly inform the Client and shall be entitled, at any time, thereby informing the Client, to suspend or cancel such order, or all or part of any delivery under such order, including any order for which an order confirmation has already been sent to the Client and without any liability, for as long as such credit limit is exceeded or until the Client provides security acceptable to Nexus in respect of any amount in excess of the credit limit.

2.5 In case the Client purchases 'make to order' Products from Nexus on a continuous basis, the Client shall send prior written notification to Nexus in case the Client decides to no longer order or phase out ordering of volumes of such special Products to be manufactured by Nexus, failing which the Client shall have the obligation to purchase any stock of such Product based on forecasted volumes. For the avoidance of doubt, this clause does not create an obligation for Nexus to deliver such Products to the Client and such obligation will only arise through an order confirmation.

2.6 Nexus reserves the right to accept or refuse a cancellation request from the Client at its discretion and charge a cancellation fee. This fee amounts to 30% of the total amount of the Products ordered, without prejudice to Nexus' right to prove any higher damage. A cancellation of the order is only valid after written acceptance or confirmation thereof by Nexus.

2.7 In the event that, once the Contract has been concluded, it appears that one or more Products of an order are not available, the Client shall be informed by Nexus by e-mail or in writing that the order is wholly or partly cancelled or split up. If necessary, Nexus can propose a replacement Product to the Client. If Nexus cancels the order and the Client does not agree with the proposed alternatives, the Contract comes to an end by operation of law. Nexus cannot be held responsible for this, nor for any damage that could result from it. If necessary, the Client is not entitled to any form of compensation.

2.8 In the event that the Client has already paid for the Products, Nexus will refund the amounts paid. The Client will be informed of this by e-mail or in writing. Nexus will make the refund promptly and at the latest within 15 Business Days.

### 3. DELIVERY

3.1 Nexus shall comply with the specified term for delivery of the order to the best of its ability and shall inform the Client to the best of its ability of the (probable) exceeding of a term. The Client acknowledges that the terms of delivery are for indicative purposes only. Nexus shall in no event be liable for any loss or damage whatsoever suffered or which might be suffered by the Client as a result of any delay in the delivery term and failure to meet the delivery term shall not be a ground for termination of the Contract.

3.2 Unless otherwise agreed in writing, delivery shall take place according to the applicable ICC INCOTERM (2020) 'Ex Works' ('Ex Works'). From the moment of delivery, the Client shall bear all risks associated with the Products delivered.

3.3 Nexus shall deliver the Products and the Client shall take delivery of the Products at the place of delivery. If the Client refuses to accept delivery of the Product or if such delivery is not possible due to circumstances attributable to or at the risk of the Client, Nexus may, without prejudice to its other rights and remedies, provide for the storage of the Product at the expense and risk of the Client.

3.4 A deviation in the quantity of the delivered Product of up to 10% of the quantity stated in the Contract shall be deemed to be accepted by the Client. The quantity recorded on Nexus' officially calibrated weighing or counting equipment shall be accepted by the Parties as correct. In any case, the Client shall be invoiced and pay for the actual quantity delivered.

### 4. PRICE, INVOICES AND PAYMENTS

4.1 The price of the Product and the currency of payment shall be as specified in the Contract or, if not so specified, by Nexus' listed prices in effect at time of shipment.

4.2 All prices are for deliveries in accordance with the delivery term stated in the Contract and include standard packaging costs. All prices are exclusive of any taxes, levies and other charges, whether of a general or of a special nature, and shall be charged to and due and payable by the Client. Any travel costs are not included in the price, unless otherwise stipulated. The Client shall provide Nexus with all information and documentation required to determine the VAT regime applicable to the sale and delivery of Products to the Client (and when failing to do so it shall indemnify Nexus against any cost and losses incurred by Nexus as a result).

4.3 The prices stated in the Contract are based on the prices, wages, taxes, raw material prices, material prices, insurance premiums and other objective factors relevant to the price level, existing at the time of the Contract. If after the conclusion of the Contract a cost price change of at least 1% occurs in one or more of the aforementioned objective factors, Nexus is entitled to adjust the agreed price accordingly. It shall inform the Client of this immediately. If pursuant to this article a price increase takes place, and the increase would amount to more than 10% of the total agreed amount, then the Client has the right to terminate the Contract within 48 hours after he or she has become aware or

could have become aware of this price increase, in writing and free of charge.

4.4 Nexus is entitled to issue invoices to the Client in digital format via e-mail. Such invoices shall be deemed originals. The Client shall be responsible for providing a dedicated, correct and secure e-mail address and will give Nexus' as soon as possible a notice before changing such e-mail address.

4.5 Nexus is always entitled to deliver and invoice in full or to invoice delivered Products per partial delivery.

4.6 Payments shall be received on Nexus' designated bank account ultimately within 30 days of the invoice date, unless otherwise provided. Any complaints relating to the invoices must be made by the Client to Nexus by registered letter or email within 10 days from the invoice date, failing which the Client shall be deemed to accept the invoice.

4.7 In the event of non-payment on the due date, all amounts owed to the Client shall become payable, whatever the payment terms that were stipulated. Any unpaid invoice will accrue interest in accordance with Belgian law of 2 August 2002 on combating overdue payment in commercial transactions ("*Wet van 2 augustus 2002 betreffende de bestrijding van de betalingsachterstand bij handelstransacties*") from this date by operation of law and without prior notice of default. Any discounts granted in extension of the payment terms will also lapse in that case. The Client also owes by operation of law and without prior notice of default a fixed compensation of 10% of the invoice amount, with a minimum of 200.00 EUR and without prejudice to Nexus' right to prove the higher damage actually suffered by it. All additional expenses such as e.g., court costs are not included in this fixed compensation and shall be charged separately to the Client.

4.8 The late, incomplete or non-payment of one due invoice shall render all invoices, including those not due, payable.

4.9 Payments shall be made without any deduction, withholding, set off or counterclaim of any amount.

### 5. RESERVATION OF OWNERSHIP

5.1 Notwithstanding the delivery, and without prejudice to the transfer to the Client of the risk of loss of or damage to the Products according to the relevant Incoterm, title in the Products shall remain vested exclusively in Nexus until the Client has paid any claim in full, including in any event claims for payment of the price.

5.2 During the period in which title in the Products remains vested in Nexus, the Client holds the Products as bailee for Nexus and the Client shall identify and, insofar as the nature of the Products permits, store the Products separately or in a manner that they cannot be confused with other goods or, where this is not possible, specifically record the volume of Products belonging to Nexus contained in any common storage. The Client shall insure the Products against all risks at their full replacement value. The Client may use or sell such Products in the ordinary course of business, subject to clause 5.3 and 5.4.

5.3 In the event the Client sells the Products referred to in clause 5.2, any the Client's claims towards third parties who purchase such Products and any and all proceeds from the sale of such Products are hereby assigned to Nexus, who accepts such assignments. Nexus may terminate the rights of the Client to hold and use the Products by written notice in the event the payment of any invoice related to Products delivered to the Client becomes overdue. Such rights shall automatically terminate in case of suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) involving the Client, or the Client enters into an arrangement with its creditors. Upon termination of such rights: (a) all sums owed by the Client shall become immediately due and payable; (b) Nexus shall be entitled to retake possession of the Products and for any such purposes shall be granted access to the Client's premises.

5.4 In the event that the Client uses the Products referred to in clause 5.2 and Products are processed or otherwise mixed with other goods to form a new product, upon manufacture of such new product title therein shall be vested in Nexus pro-rata, on the basis of the value of the Products over the value of such new product and in respect of each such new product the provisions of this article 5 shall apply mutatis mutandis. If the foregoing is not fully valid or enforceable under applicable law, the rights of Nexus shall be valid and enforceable to the maximum extent possible.

5.5 Whenever circumstances so require, including but not limited to the case in which the Client is declared bankrupt or a third party threatens to seize or has seized the goods, the Client shall inform such third parties (e.g., a receiver or creditors) by registered letter of Nexus' ownership. The Client shall inform Nexus of this immediately by registered letter.

5.6 If the Client fails in the fulfilment of its payment obligations to Nexus or Nexus has good reason to fear that the Client will fail in such obligations, Nexus has the right to take back the Products delivered under retention of title. The Client undertakes - if necessary, on behalf of a third party (buyer) or holder - that, at Nexus' first request, it shall be notified where the Products are located, and that these shall be made available to Nexus again at the expense and risk of the Client, if Nexus so requests. To the extent necessary, Nexus is hereby granted an irrevocable mandate to take back the Products as well as a mandate to enter the necessary premises. After repossession, the Client shall be compensated for the market value, which in no case can be higher than the original price the Client had agreed with Nexus, less the costs incurred by Nexus as a result of the repossession.

## 6. WARRANTIES AND CLAIMS

### 6.1

a) Nexus warrants that at the time of delivery in accordance with the applicable Incoterm, it shall have good title to the Products and the Products shall be free of liens and encumbrances.

b) Nexus further warrants that at the time of delivery in accordance with the applicable Incoterm, the Products shall conform to the Specifications. For avoidance of doubt, properties relating to Products contained in any product documentation do not constitute Specifications. This limited warranty is given only to Client and does not extend to any subsequent purchaser or transferee of Products.

In relation to any claim for breach of this clause 6.1, the Client shall not be entitled to initiate any claims against Nexus or legal proceedings after the date on which the Products have been processed, resold or otherwise disposed of, or after 60 days from the date of shipment, whichever is earlier.

6.2 The Client cannot claim a warranty right if he was aware of the defects at the time of purchase.

6.3 Upon delivery of the Products, the Client is obliged to examine whether the Products are correct and to immediately examine the Products closely for visible defects and damage. Any complaints about the Products and/or quantities delivered must be made on pain of lapse no later than 5 Business Days after delivery of the Products. Any complaint regarding visible defects is only valid and will only be investigated if it is made expressly, unambiguously and motivated by registered letter or by e-mail to Nexus within 5 Working Days after delivery to the Client or a third party designated by the Client. It is the duty of the Client to sufficiently motivate this communication.

The Client enjoys the legal guarantee for hidden defects stipulated in articles 1641 to 1649 of the Old Belgian Civil Code if the hidden defect existed at the time of delivery and to the extent that the hidden defect makes the Products unsuitable for the use for which it is intended or significantly reduces their use. Each hidden defect must be reported to Nexus by registered letter or by e-mail within a period of 5 Business Days from the moment the Client discovered it or should normally have discovered it.

When the aforementioned periods have expired and in the absence of a sufficiently motivated complaint, the Client is deemed to have accepted the delivered Product in full. Complaints outside the aforementioned periods will no longer be considered by Nexus.

6.4 Complaints do not release the Client from his payment obligation in respect of Nexus.

6.5 The warranty does not apply to damage caused by normal wear and tear, unintentional or intentional changes inflicted by the Client on the Products, including injudicious and misuse, mishandling, use in a manner inconsistent with the instructions and information provided, neglect, failure to comply with the user instructions or manual, poor maintenance and exposure to moisture, fire, earthquake and other external causes.

6.6 If Nexus accepts the complaint, the Client is firstly entitled to a free replacement of the Product or exchange of the Product with a similar Product. Nexus is only obliged to refund if the replacement no longer provides the same benefit to the Client. The Client will have to substantiate this in a clear

and well-founded manner. Any resulting amount can never exceed the amount as invoiced to the Client.

## 7. LIABILITIES

7.1 The maximum liability of Nexus shall not exceed the agreed price of the Product that caused or incurred the damage.

7.2 Nexus cannot be held liable for the consequences of the use and any consequences suffered by a user, a third party or their goods due to the Products delivered, placed and/or transported. The sale is and remains placed on order and at the risk of the Client, who is liable for accidents and violations that may occur. The Client is also liable for and, where appropriate, shall indemnify Nexus for all damages (including fire) caused by the Products.

7.3 Nexus does not guarantee the quality of its Products in case of abnormal use, poor maintenance, modification of the goods, (de-)assembly or repair by the Client.

7.4 Except for its own fraud or wilful misconduct, Nexus shall not be responsible for incidental or consequential damages (including but not limited to: injuries, damage to property, financial loss, lost profits, personnel costs, damage to third parties, loss of income, image damage, data loss). In this regard, the Client waives any recourse against Nexus and/or its appointees.

7.5 Except for its own fraud or wilful misconduct, Nexus shall not be liable for non-contractual damage nor for the damage caused by auxiliary persons as stipulated in article 6.3 of the Belgian Civil Code.

7.6 The Client agrees to indemnify, defend and hold Nexus harmless from and against all losses, damages and costs (including reasonable legal costs) in relation to third party claims, including claims for infringement of intellectual property rights, arising from the sale of Products to the Client, the processing or sale by the Client of Products or other goods manufactured using Products and for which Nexus is not liable under these General Terms and Conditions.

## 8. TECHNICAL ADVICE AND OTHER SERVICES

The Client is responsible for the processing, testing and labelling of any product produced using Nexus's Products. Nexus does not control or influence the use or processing of Products by the Client. The Client shall not rely on any representation or statement made by, or on behalf of, Nexus with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained in Nexus's product literature or websites, including any design aid or other service made available by Nexus. The Client shall have full responsibility to test and investigate the Products sufficiently to form an independent judgment concerning their suitability for the use, conversion or processing intended by the Client. Except in the case of fraud or intentional misrepresentations or misconduct, Nexus shall not be liable for advice, statements, information, services or recommendations given or made to the Client.

## 9. FORCE MAJEURE

9.1 The term 'force majeure' as referred to in these General Conditions shall mean unforeseen circumstances, including of an economic nature, which have arisen through no fault or action of either party, including, but not limited to, any delay or non-performance of its obligations under the Contract to the extent that such delay or non-performance would result from circumstances beyond the reasonable control of a party, including but not limited to natural disasters, act of government, wars, hostilities, attacks, strike, lockout or other labour dispute, sabotage, illness, health crisis, epidemic or pandemic, lockdown, travel ban, explosion, fire or flood, inaccessibility of the place where the Services are to be performed, cyber-attacks, unavailability of web hosts, power network interruptions (m. including blackouts) and of the telecommunications network, the unforeseen scarcity or unavailability of fuel, power, etc.

9.2 If there is a situation of force majeure, one party shall notify the other party or parties in writing, stating the cause, nature and expected duration of the force majeure and the provision(s) of the Contract that cannot be performed as a result. The performance of the relevant provisions shall be suspended for the duration of the force majeure.

9.3 The parties shall not be liable for failures resulting from force majeure. If the force majeure situation results in the inability to fulfil the obligations for a period longer than 3 months, each party is entitled to terminate the Contract by registered letter to the other party(ies), without judicial intervention and without being liable for compensation.

## 10. SUSPENSION AND TERMINATION

10.1 If at any time (a) the Client is in material breach of a Contract and where such breach is remediable, fails to remedy it within 30 days from the date the breach occurs, (b) the Client fails to pay any invoice when due, (c) the credit position of the Client has significantly deteriorated, (d) the credit rating of the Client or any parent company of the Client by any credit agency is downgraded or is discontinued, (e) an attachment, sequestration or other similar process is enforced upon assets of the Client and is not discharged within fourteen (14) days, (f) the Client passes a resolution for winding up or if a court makes an order to that effect, (g) there is an application for or the initiation of any proceedings for the bankruptcy, insolvency, winding up, administration, liquidation of or other similar proceedings relating to the Client other than where such proceedings are being contested in good faith and with due diligence and are discharged within fourteen (14) days of commencement of such proceedings, (h) a receiver, administrator, trustee or other similar official is appointed in relation to the Client or to the whole or a part of its assets, (i) the Client enters into any composition with creditors generally, or (j) any person acquires the Control of the Client; then in each such cases Nexus shall be entitled to (1) suspend its obligations under the Contract(s), including but not limited to the supply of Products to the Client, including under any accepted Orders and or any Products in transit, or suspend acceptance of any further Orders from the Client, as Nexus in its discretion may

deem fit at that moment; and/or (2) require the Client to provide Nexus with a security acceptable to Nexus or pay for any deliveries by cash in advance and/or (3) terminate any Contract immediately by written notice to the Client without any liability of Nexus for any such termination.

10.2 The termination of any Contract shall be without prejudice to any rights or obligations which accrued prior to such termination and shall not affect Articles 5 (Reservation of Ownership), 6 (Warranties and Claims), 7 (Liabilities), 11 (Confidentiality) and 16 (Applicable Law and Dispute Resolution) which shall survive any such termination.

10.3 In the event of dissolution, the Client also owes, by operation of law and without prior notice of default, a fixed compensation of 50% of the invoice amount of the ordered Products, with a minimum of [200.00] EUR and subject to Nexus' right to prove the higher damage actually suffered by it.

#### 11. CONFIDENTIALITY

The content of any Contract and/or any information received from Nexus in connection with any Contract shall be held strictly confidential by the Client and shall not be disclosed or made accessible by the Client to any third parties without the prior written consent of Nexus, provided that the Client may, without such approval of Nexus being required, disclose any such information to: (a) its employees or its Affiliates' employees to the extent reasonably necessary for the performance of the relevant Contract, provided that such employees are bound by confidentiality obligations not less stringent than contained in these General Terms and Conditions; or (b) to the extent required by any applicable laws, any governmental authority or court order. The Client's obligations referred to in this clause shall not apply to any information, which the Client can prove by written evidence: (a) is or through no breach of these General Terms and Conditions by the Client becomes generally known or available to the public; (b) is known to the Client at the time of disclosure; (c) is after disclosure by Nexus disclosed to the Client in good faith by a third party without breach of an obligation of secrecy to Nexus; or (d) was developed by or on behalf of the Client independently of the information received from Nexus.

#### 12. INTELLECTUAL PROPERTY

Any sale of Products, or suggestions Nexus makes about possible applications, designs or uses of Nexus's Products shall not, by implication or otherwise, convey any license to or transfer of any intellectual property rights related to the Products and owned by or licensed to Nexus and/or its Affiliate(s) nor are they a recommendation for use of such Products, applications or designs which may infringe any intellectual property right. The Client assumes all risks of any intellectual property infringement claims resulting from the use, (re)sale or processing of the Products, whether singly or in combination with any other materials. In the event that the Client receives any claim from a third party alleging that Products, as delivered to the Client, infringe such third party's intellectual property rights, the Client shall promptly inform

Nexus and, the Client shall strictly follow Nexus's instructions in any response to such claim. In such case, Nexus shall have the right to defend the Client and if necessary, will either, at Nexus's discretion, if possible, replace such Products with non-infringing Products or, refund the purchase price of such Products. The foregoing sentence states the entire obligation of Nexus for intellectual property infringement by any Product sold under the Contract.

#### 13. TRADE CONTROL AND HSE COMPLIANCE

13.1 The Client acknowledges that information, Products and material provided under any Contract may be subject to economic sanctions, export and import regulations, and any use or transfer of controlled information, Products and materials, and/or their direct products, must be authorized under those regulations of the government of the country or territory where the information and materials are being imported, exported, or re-exported. The Client agrees that it will comply with all applicable economic sanctions, export and import regulations of the government of the country or territory where information, Products and materials are being imported, exported, or re-exported.

13.2 The Client shall ensure that at any time (including without limitation during delivery or collection, handling, storage, treatment, transport, use and commercialisation of Products) itself, its contractors or any other party acting on its behalf, complies with all applicable laws and regulations related to health, safety and environment, the recommendations in the material safety data sheets (MSDS), all safety and other procedures in force at the relevant delivery point, and in any event in a manner consistent with the standards of a reasonable and prudent operator. The Client will take all precautions as may be appropriate for hazards identified in the MSDS and properly manage and dispose of all wastes and residues resulting from its use of Products, including any disposable packaging, in accordance with applicable laws and regulations.

13.3 In the event of a breach of the provisions in this Article 13, the Client shall fully indemnify, protect, defend and hold harmless Nexus and its Affiliates, officers, directors, agents and employees from and against any and all claims, losses and liabilities attributable to any such breach. Without prejudice to any other express remedies referred to elsewhere in the Contract or any rights or remedies available at law, in the event of a breach of this Article 13 by the Client, Nexus shall have the right to take whatever action it deems appropriate including the right to terminate, and suspend performance under, any Contract with immediate effect and without any liability by Nexus for any other loss or damage arising as a result of such termination or suspension.

#### 14. DATA PROTECTION

Nexus may process personal data of the Client in the context of the performance of the Contract. This concerns in particular personal information (name, address, telephone number etc.), contact information (coordinates, e-mail address) and financial information (account number, method of payment etc.). Nexus shall only process this personal data

to the extent and to the extent necessary for the performance of the Contract and any legal obligation, after which Nexus shall delete this personal data. Nexus shall process such personal data during the term of the Contract and a period of 1 year after the end of the Contract, without prejudice, however, to relevant and applicable, regulatory retention obligations. Nexus provides adequate guarantees regarding the application of appropriate technical and organisational measures so that the processing of personal data complies with the requirements of the General Data Protection Regulation. Nexus guarantees the security and confidentiality of this personal data. Nexus shall not transfer this personal data to third parties or, a third country or an international organisation, except pursuant to a legal obligation. To the extent that Nexus relies on a processor to process the personal data, it guarantees that this processor shall be bound by the same obligations as described in this provision. With regard to the personal data, the Client has a right of access, rectification, erasure, restriction of processing, transfer, objection or opposition under the conditions and modalities stipulated in the General Data Protection Regulation. The Client has the right to lodge a complaint with the supervisory authority.

#### 15. MISCELLANEOUS PROVISIONS

15.1 The fact that a party, at a given time or as a result of a non-compliance by the other party, does not claim compliance with one or more provisions of the Contract or damages for non-compliance shall not be construed as a waiver by the party concerned of the right to later rely on the same or any other provision of the Contract, in particular in the event of a similar non-compliance. A waiver of any right under the Contract shall be in writing with express reference to the provision(s) waived.

15.2 The Contract and the resulting rights and obligations cannot be assigned by the Client without a prior written agreement of Nexus.

15.3 Deviations and additions to the Contract are valid and binding only to the extent that they have been accepted in writing by all parties.

15.4 Except in the case of fraud or intentional misrepresentations or misconduct, the Client expressly and irrevocably waives to the fullest extent permitted by Law, all rights and remedies it might have under any applicable law, including those included in articles 5.57 (nullity), 5.74 (hardship), 5.90 (resolution), 5.97 (price reduction), 5.239 (exceptio non adimpleti contractus – exceptio timoris) of the Belgian Civil Code.

15.5 The (partial) nullity, unenforceability, unenforceability or unenforceability of one or more provisions of these General Conditions or of the Contract shall not affect the application of the remaining provisions thereof and shall not affect their validity. The parties shall make every effort to replace any provision that is deemed void, unenforceable, non-adversarial or unenforceable with a clause consistent with the parties' intentions.

15.6 Nexus shall be allowed to engage sub-contractors in the execution of the order, including the actual manufacturing of the Product(s).

#### 16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 These General Terms and Conditions and any Contract and all relationships arising therefrom or related thereto shall be governed exclusively by Belgian law.

16.2 Any dispute arising in any manner out of or related to these General Terms and Conditions or any Contract shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Antwerp, Mechelen division.

16.3 If the Client has its statutory seat outside of the EU or Switzerland, any dispute under a Contract that has not been resolved by agreement of the Parties within 14 calendar days of commencing settlement negotiations shall be referred to and be resolved under arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**"), which are deemed to be incorporated by reference into this Article 16.3. The arbitrator(s) shall be nominated and appointed in accordance with the ICC Rules. The place of arbitration shall be Antwerp, Belgium and the arbitration proceedings will be conducted in the English language. Any award of the arbitral tribunal shall be binding from the day it is made and the Parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any court. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The Parties shall keep confidential all matters relating to arbitration proceedings commenced under this Article 16.3, including any award made by the arbitral tribunal. In case of conflict between the ICC Rules and the provisions of this Article 16.3, the provisions of this Article 16.3 shall prevail.