

## PURCHASE GENERAL TERMS AND CONDITIONS

### Article 1. Definitions

Without prejudice to any definitions provided elsewhere in these General Terms and Conditions, the capitalized terms used in these General Terms and Conditions will have the following meaning:

- a) **“Applicable Law”**: any law applicable to the Contract and/or the obligations of the Parties hereunder, including any applicable supra-national, national, provincial, municipal or governmental statute, ordinance or other law, regulation or any rule, code or direction, notification, order or any license, consent, permit, authorization or other approval, including any conditions attached thereto, of any government agency;
- b) **“Assignment”**: the Delivery of the Goods by the Supplier under the Contract;
- c) **“Business Days”**: all weekdays from Monday to Friday, except for public holidays in the country in which LBC is located;
- d) **“Contract”**: the contract between LBC and the Supplier that is subject to the General Terms and Conditions, consisting of the Purchase Order and its Annexes;
- e) **“Contract Price”**: the monetary consideration owed by LBC to the Supplier under the Contract;
- f) **“Data Subject”**: means an identified or identifiable natural person;
- g) **“Delivery”**: any supply of Goods by the Supplier to LBC
- h) **“General Terms and Conditions”** or **“GTC”**: the present general terms and conditions which will remain attached to the Purchase Order;
- i) **“Goods”**: all products, goods, materials, supplies, equipment and/or all services to be delivered by the Supplier to LBC as confirmed by the Purchase Order;
- j) **“LBC”**: the LBC entity granting the Assignment to the Supplier as stipulated in the Purchase Order;
- k) **“Parties”**: LBC and the Supplier;
- l) **“Performance”**: the performance of the Assignment by the Supplier;
- m) **“Personal Data”**: any information relating to a Data Subject;
- n) **“Personnel”**: the workers, employees and agents engaged by the Supplier;
- o) **“Processing”**: any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- p) **“Purchase Order”**: the written confirmation by LBC of the Assignment;
- q) **“Site”**: the terminal site used by LBC for the operation of its business as specified in the Purchase Order;
- r) **“Supplier”**: the party to whom LBC grants the Assignment as defined in the Purchase Order.

### Article 2. Scope and applicability

These GTC apply to all requests, offers, order confirmations, purchase orders, assignments, contracts and other legal acts relating to the Delivery of Goods, the execution of Assignments or the performance of other work by the Supplier to/for LBC regardless of any other or additional (general) terms and conditions that conflict with or contradict these GTC in any bid, offer, invoice, preprinted terms and conditions or any other communication of the Supplier. For the avoidance of doubt, the Supplier’s general terms and conditions are hereby expressly excluded. LBC’s failure to object to conflicting or additional terms will not change or add to these GTC. These GTC shall remain unchanged and in full force and effect unless explicitly agreed differently in writing and signed by LBC and the Supplier.

### Article 3. Formation of the Contract

- 3.1. Invitations to offer are not binding on LBC and only serve as invitation to the Supplier to issue an offer.
- 3.2. The Supplier’s offer will be valid for the period included by LBC in the request for an offer. If the request for an offer does not contain a period for the validity of the offer, the offer will be valid for two (2) months after LBC has received the offer.

- 3.3. Before submitting an offer, the Supplier must check the correctness and completeness of all information provided by LBC. The Supplier must inform LBC of any inaccuracy and incompleteness as soon as possible. The Supplier must do so in any case before the offer is made. The Supplier is not entitled to any additional payment in any form whatsoever if it fails to notify in time any inaccuracy and incompleteness which it should have discovered when making the offer. If the Supplier fails to give a timely warning against any errors, omissions, inconsistencies or inaccuracies of which it was or should have been aware, the Supplier will be liable for any damage or loss suffered by LBC as a result.
- 3.4. The Supplier’s offer must be definitive, exact and complete and must include all that is required for the Goods to be delivered in full and in working condition. The costs incurred for the issuance of an offer will be borne by the Supplier.
- 3.5. Prior to contract LBC may terminate the negotiations with the Supplier at any time without stating any reason and without any obligation to pay damages.
- 3.6. The Contract is formed only if and when LBC confirms the Assignment in writing to the Supplier by means of a Purchase Order.
- 3.7. The Supplier agrees to any terms and conditions contained in the Purchase Order and these GTC which differ from the offer or the request for an offer, if it starts carrying out the Assignment without lodging a prior written objection to these different terms and conditions.
- 3.8. The Supplier may only start carrying out the Assignment after it has received the written confirmation of the Assignment from LBC by means of a Purchase Order. If the Supplier starts carrying out the Assignment before that, it will do so at its own expense and risk. If LBC decides not to grant the Assignment by Purchase Order to the Supplier, the Supplier will not be entitled to payment of the part of the Assignment that has already been carried out.

### Article 4. Order of priority

The provisions included in the contract documents are intended to complement each other and shall be construed as consistent rather than conflicting. If the provisions of the contract documents appear to be mutually inconsistent or if there are any inconsistencies or conflicts between the contract documents and the Applicable Laws, the provision that is the most favorable for LBC will apply.

### Article 5. Warranties and obligations of the Supplier

- 5.1. The Supplier warrants that:
  - a) the Contract is performed in time, in full and in accordance with terms and conditions of the Contract, including but not limited to the assigned quantity and quality;
  - b) the Performance will meet the requirements of good and sound workmanship and those set forth in the Contract and imposed by Applicable Laws whereby the Supplier is responsible for acquainting itself with the Applicable Laws and for obtaining and maintaining all required permits, certifications, licenses and accreditations;
  - c) all Goods sold, delivered or supplied or services performed under the Contract shall (i) conform to all specifications, requirements and standards set forth in the Contract, (ii) be new, unless otherwise specified in the Contract, and of first class quality and shall be in perfect condition and free from faults and defects in workmanship, manufacturing and materials, and (iii) be fit for their ordinary purpose or known particular purpose;
  - d) the Supplier will have good and merchantable title to the Goods upon delivery to LBC;
  - e) the Goods will be delivered to LBC free and clear of any security interests, liens, claims or other encumbrances.

All Goods not meeting the above requirements shall be considered **“Defective Goods”**.
- 5.2. The warranties made in the Contract shall be for the benefit of LBC and its successors and assigns and their respective successors and assigns, and the Supplier shall assure that all such warranties are assignable to

- LBC and to its successors and assigns.
- 5.3. The Supplier will follow any reasonable orders and instructions given by or on behalf of LBC.
  - 5.4. If specified in the Purchase Order or otherwise agreed between parties, the Supplier must, for the performance of its obligations under the Contract, provide security in the form of a bank guarantee on first demand in a form accepted by LBC and issued by a banking institution based in the country in which LBC is located. The amount of this bank guarantee will not exceed 15% of the Contract Price. The bank guarantee will be returned or released as soon as the Supplier will have met all of its obligations under the Contract.
  - 5.5. If the Performance is delivered at LBC's Site, the Supplier must upon completion thereof immediately clear up and dispose of any waste and packaging material at the Supplier's expense.
  - 5.6. If there is a risk of delay in the Performance and/or Delivery, the Supplier must notify LBC of this in writing at the latest within five (5) Business Days as from the moment on which the Supplier becomes aware of such delay. The notification should state the cause and consequences of the delay and the measures proposed by the Supplier to prevent a further delay. The Supplier will be liable for any loss suffered by LBC as a result of any delay caused by the Supplier.
  - 5.7. Should any property of LBC be used in order to carry out the Assignment, the Supplier will handle and manage this property with due care.
  - 5.8. The Supplier is only entitled to suspend the performance of the contract:
    - If agreed between LBC and Supplier
    - When LBC fails to pay any undisputed invoice within thirty days after it has received a notice by registered letter from supplier.
  - 5.9. Any Goods to be delivered must be properly packed and their packaging must be undamaged upon Delivery.
  - 5.10. Goods will be delivered DDP (Incoterms 2020) at the location specified by LBC.
  - 5.11. The Supplier guarantees that the taxes, social insurance contributions and insurance premiums due with respect to any of its Personnel have been and will be paid in time and in full. The Supplier will fully indemnify LBC if LBC is held liable (jointly or otherwise) for the payment of any damage, loss, penalties, costs and/or interest as a result of the Supplier failing to meet the above-mentioned payment obligations (or failing to do so in time). LBC may implead the Supplier in this respect.

**Article 6. Inspection and acceptance**

- 6.1. The Performance and Goods will be subject to inspection and testing by LBC. LBC will use reasonable efforts to notify the Supplier in writing of (i) either its acceptance of the Performance and/or Goods or (ii) any apparent defects, damages or discrepancies, within thirty (30) Business Days after the date of DDP delivery, respectively on which the Supplier has informed LBC in writing that the Assignment has been completed or delivered.
- 6.2. Acceptance of the Performance and/or the Goods by LBC will not be deemed a waiver of any warranty hereunder or otherwise provided by Applicable Laws.
- 6.3. The Supplier will cooperate in the inspection and testing. It will provide LBC with the documents and other items required for this purpose.
- 6.4. LBC will be authorized to engage third parties for the inspection and testing.
- 6.5. LBC's failure to inspect timely shall not constitute acceptance of such Goods.
- 6.6. Goods rejected on Site will be held for the Supplier's instructions and LBC's reasonable expenses incurred in connection therewith shall be for the Supplier's account.
- 6.7. The Supplier is obligated to repair the defects in the Performance and/or repair, remedy or replace any Defective Goods in accordance with the provisions of Article 7.

**Article 7. Warranty period and Defective Goods**

- 7.1. Supplier warrants the Goods in accordance with the greater of the following: (i) the manufacturer's standard warranty, (ii) the warranty

- that is required by Applicable Laws, or (iii) twenty-four (24) months after first use of goods or services.
- 7.2. LBC shall be entitled to have any Defective Goods remedied, repaired replaced or by the Supplier.
- 7.3. LBC must give the Supplier written notice of any Defective Goods either within the applicable warranty period or thirty (30) Business Days thereafter.
- 7.4. If the Supplier fails to commence the correction of the Defective Goods within a reasonable period of time not to exceed ten (10) Business Days after receipt of written notice of such Defective Goods from LBC, or does not complete the correction of such Defective Goods within a reasonable time, acting diligently, then LBC, by written notice to the Supplier, may (in addition to any other remedies available to it) correct such Defective Goods, and the Supplier shall be liable to LBC for all reasonable costs and expenses incurred by LBC in connection with correcting such Defective Goods and shall pay LBC (directly or by offset) an amount equal to such costs and expenses.
- 7.5. Nothing contained in this Article 7 shall be construed to establish a period of limitation with respect to other obligations which the Supplier might have under the Contract. Establishment of the defect correction period relates only to the specific obligation of the Supplier to perform corrective services and has no relationship to the time within which the obligation to comply with this Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Supplier's liability with respect to the Supplier's obligations other than specifically to perform corrective services for Defective Goods.

**Article 8. Security and access to the Site**

- 8.1. The Supplier will request its Personnel and subcontractors required to enter the Site in performing the Assignment, as the case may be, to follow the safety and security procedures and policies indicated by LBC. LBC will timely, and at the latest prior to accessing the Site, inform the Supplier of these procedures and policies.
- 8.2. Access to LBC's Site will in any event only be given subject to: (i) continued compliance by the Supplier with the prequalification conditions and criteria as stipulated by LBC, and (ii) provision of the personal details of the Personnel/subcontractor requiring access to the Site in order to carry out the Assignment.
- 8.3. LBC may reserve access to the Site to Personnel and subcontractors holding the qualifications specified by LBC.
- 8.4. Access to the Site will always be at the Personnel's or subcontractor's own risk, even if this access has been granted by LBC. The Supplier will indemnify LBC against any and all damage resulting from its Personnel or subcontractors entering the Site.

**Article 9. Personnel and subcontractors**

- 9.1. In the performance of the Contract, the Supplier may only use the services of a subcontractor after LBC has given its prior written permission except for minor or insignificant aspects of the Contract performance. Such approval will in any event only be required if more than thirty percent (30%) of the scope of the Assignment is executed by subcontractor.
- 9.2. The Supplier will comply with all Applicable Laws in respect of the employment of foreign nationals.
- 9.3. The Supplier will ensure that its Personnel and any subcontractor will comply with the terms of the Contract. In any event the Supplier will be liable for its Personnel and subcontractors and will remain personally responsible and liable for carrying out the Assignment and delivering the Goods in accordance with the terms of the Contract.
- 9.4. The Supplier will indemnify, defend and hold LBC harmless for and from any and all liabilities, losses and damages as a result of a violation of this Article 9.

**Article 10. Transfer of title and risk**

Title to all Goods delivered under the Contract will pass from the Supplier to LBC prorated the payments made by LBC and in any event no later than the acceptance of such Goods by LBC. The exact date of transfer of such (partial) ownership shall always be the date of execution of the payment plus seven (7) calendar days. If requested by LBC supplier shall certify such transfer of title.

Risk of damage to or loss of the Goods shall pass from the Supplier to LBC upon the acceptance of such Goods by LBC in accordance with Article 6.

**Article 11. Confidentiality**

- 11.1 The Supplier must maintain strict confidentiality with respect to all information which comes to its knowledge in the performance of the Assignment and the confidential nature of which it knows or could reasonably suspect.
- 11.2 The Supplier will impose this duty of confidentiality on its Personnel and subcontractors and guarantees that its Personnel and subcontractors will comply with this duty.
- 11.3 The Supplier may not provide the result of its Performance to third parties in any form whatsoever or provide information about this to third parties, unless LBC has given its express permission to do so or unless the Supplier is required to disclose such information pursuant to Applicable Laws it being understood that in such case, to the extent legally permissible and reasonably practicable, the Supplier will inform LBC therefor upfront and comply with LBC's reasonable instructions in respect of the information to be disclosed.
- 11.4 Upon termination of the Contract, the Supplier will, at LBC's first request, provide LBC with the information it possesses within the context of the Performance of the Contract.
- 11.5 The duty of obligation imposed by this Article 11 will survive the termination of the Contract.

**Article 12. Processing of Personal Data**

- 12.1. If the Supplier Processes Personal Data for LBC within the context of the Performance of the Contract, the Supplier will be a processor within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any local Applicable Laws. In such case the Parties will execute a data processing agreement, based on the template provided by LBC. Furthermore, the Supplier will comply with the minimum requirements set forth in this Article 12. In case of any discrepancies, the provisions of the executed data processing agreement between the Parties will prevail over the provisions of this Article 12.
- 12.2. The Supplier may use the Personal Data provided to it only for the purpose of the performance of the Contract.
- 12.3. The Supplier will Process Personal Data duly and properly and in accordance with the Applicable Laws, as well as any applicable code of conduct of LBC.
- 12.4. The Supplier will take suitable technical and organizational measures to protect the Personal Data against loss or unlawful processing. These measures will guarantee an appropriate level of security, taking account of the state of the art and the costs of their implementation, and having regard to the risks associated with the processing and nature of the Personal Data to be protected. These measures will also aim at preventing unnecessary collection and further Processing of Personal Data. The Supplier will record the measures in writing and will provide a copy of such record to LBC if the latter so requests.
- 12.5. If LBC so requests, the Supplier will, no more than once a year and at its own expense, instruct an independent third party to check compliance with the technical and organizational measures referred to in Article 12.4. The Supplier will provide LBC with a free copy of the report drawn up by the third party.
- 12.6. Without LBC's prior written permission, the Supplier will not be allowed to:
  - a) transfer the Personal Data beyond the borders of the European Economic Area,
  - b) Process the Personal Data beyond the borders of the European Economic Area, or
  - c) provide the Personal Data to a natural person or legal entity established outside the European Economic Area.
- 12.7. The Supplier will be obliged to immediately notify LBC of any security breaches that have consequences for the protection of Personal Data. The Supplier will give every assistance to LBC in the investigation of the data leak and any report of this leak to the competent authorities and possibly the Data Subjects.

12.8. The Supplier will extend its full cooperation to LBC in order for Data Subjects

- a) to gain access to their Personal Data,
- b) to have Personal Data deleted or corrected, and or
- c) to demonstrate that Personal Data have been deleted or corrected if they are incorrect or, if LBC contests the position of a Data Subject, record that the Data Subject considers his or her Personal Data to be incorrect.

12.9. At the Supplier's written request, LBC will provide a copy of its Data Protection Policy.

**Article 13. Intellectual property**

- 13.1 Unless agreed otherwise, all copyrights, database rights and other intellectual property rights that can be exercised – wherever and whenever – with respect to the Performance and the Goods are vested in LBC. Upon creation of these rights, they will be transferred by the Supplier to LBC for all present and future exploitation forms under the Contract, which transfer will be accepted by LBC should this situation arise.
- 13.2 If the Performance and/or Goods are (also) delivered with the use of intellectual property rights not vested in LBC, the Supplier will grant LBC a perpetual, nonexclusive and irrevocable right of use in respect thereof. The Supplier guarantees that it is entitled to grant this right of use.
- 13.3 If the transfer of the rights referred to in Article 13.1 would require a further deed, the Supplier will cooperate in this unconditionally. Moreover, should this situation arise, the Supplier will irrevocably authorize LBC to draw up this deed itself and co-sign it on behalf of the Supplier.
- 13.4 If the Parties have a difference of opinion on the intellectual property rights referred to in Article 13.1, the Parties will assume that these rights are vested in LBC. LBC may continue to use the rights in all cases.
- 13.5 The Supplier hereby waives, also on behalf of its Personnel and subcontractors, any and all personality rights vested in the Supplier and/or its Personnel or subcontractors with respect to LBC, insofar as this is permitted by Applicable Laws.
- 13.6 The Supplier indemnifies LBC against any third-party claims with respect to (alleged) infringements of intellectual property rights of these third parties, including comparable claims with respect to know-how, unlawful competition and suchlike. The Supplier undertakes to take - at its expense - all measures that could contribute to the prevention of stagnation and to a limitation of the additional costs to be incurred and/or loss to be suffered as a result of said infringements.
- 13.7 Use of LBC name or reference to any of the Goods or Services in promotion or other materials by Supplier shall be subject to LBC's prior approval.
- 13.8 LBC may dissolve the Contract with immediate effect and without any prior written notice of default being required, if third parties sue LBC for infringement of intellectual property rights. The Supplier will compensate LBC for any loss suffered by it as a result of this.

**Article 14. Contract variations**

- 14.1. Any deviation from agreed Scope, prices and delivery schedule shall be subject to LBC's prior written agreement except when LBC explicitly instructs Supplier in writing to deviate from said scope or delivery schedule in which case supplier shall keep adequate records and be entitled to additional compensation on a time and material basis.
- 14.2. If LBC limits the scope of the Performance, the Supplier will also comply with this. Such contract reductions will qualify for a reasonable set-off.

**Article 15. Payment terms and invoicing**

- 15.1. The Supplier will charge the Contract Price to LBC in accordance with the instalment schedule included in the Contract. If no instalment schedule is included, the Contract Price will be invoiced as a lump sum upon delivery and acceptance of the Goods and the Performance.
- 15.2. The invoices will meet all requirements imposed by Applicable Laws, as well as any additional format requirements set by LBC in this respect, and include at least the following items:
  - a) Full legal name, full address, corporate registration number and VAT number of both Parties;

- b) Full bank account details (name of the bank, IBAN and BIC) of the Supplier;
- c) Full amount invoiced in Euros, both excluding and including VAT;
- d) Applicable VAT percentage;
- e) Purchase Order number.

Any invoices that do not fulfil these requirements will be returned by LBC. The payment term of the invoices will not start as long as the invoice does not fulfil the applicable requirements.

- 15.3. Any contract variations as referred to in Article 14 must be invoiced separately.
- 15.4. Unless specified differently in the Purchase Order, all invoices will be payable within sixty (60) calendar days as from the date of receipt of the relevant invoice by LBC.
- 15.5. The Supplier will not be authorized to exercise any lien or right of retention vis-à-vis LBC. The Supplier will also demand this from its subcontractors and suppliers and will indemnify LBC against any claims from these parties.
- 15.6. If LBC pays an invoice, this will not mean that it in any way acknowledges the soundness of or accepts the Performance or the Goods delivered by the Supplier.

**Article 16. Audit**

LBC may have an accountant - to be appointed by LBC - audit the information contained in the invoice sent by the Supplier. The Supplier will allow the relevant accountant to inspect books and records and will provide all required data and information. The audit will be confidential and will not extend beyond what is required for the verification of the invoices. The accountant will issue a report to the Parties as soon as possible. The costs of the audit are borne by LBC, unless the audit shows that the invoice is incorrect or incomplete, in which case said costs will be borne by the Supplier.

**Article 17. Liability and indemnification**

- 17.1. Unless agreed otherwise, the Party that is in breach of its obligations will be liable towards the other Party for the loss suffered or to be suffered by the other Party.
- 17.2. LBC will in no event be liable for indirect, special, incidental, immaterial, or consequential damages of any nature arising out of or related to the Contract or the Assignment, nor for any business interruption costs, procurement costs, loss of profit or revenue, promotional or manufacturing expenses, overhead, injury to the reputation of the Supplier, or loss of customers, even if LBC has been advised of the possibility of such damages. In no event will LBC's liability exceed the Contract Price.
- 17.3. If the Supplier uses any property of LBC as referred to in Article 5.7 in order to deliver the Performance, the Supplier will be liable for the damage caused to this property and for the loss and theft of this property. If, as a result of the Supplier using LBC's property, any damage or loss is caused to either Party or to third parties, in any manner whatsoever, such damage or loss will be entirely at the Supplier's expense and risk.
- 17.4. The Supplier will indemnify, defend and hold LBC harmless of and from any and all liabilities, losses and damages (including costs, expenses and attorney's fees, and costs of establishing rights to indemnification) resulting from any claim of any of LBC's customers or any third party (including employees of LBC or the Supplier), including but not limited to any claims in connection with: (a) death or personal injury; (b) breach by the Supplier of any warranty, representation, or covenant under the Contract; (c) breach of contract; (d) non-compliance with requirements hereunder or Applicable Laws; or (e) damage to property arising out of, or in any way connected with, the Goods or the sales, distribution, use or operation thereof.

**Article 18. Insurance**

- 18.1. The Supplier is and will remain insured, in a manner that is customary and adequate according to general standards, against the following risks:
  - a) professional and public liability;
  - b) product liability;
  - c) transportation risks;

- d) loss of and damage to machinery and equipment, including damage caused by fire and theft, including those items that are the property of LBC.

- 18.2. At LBC's request, the Supplier will immediately provide the policy documents and proof of premium payments (or certified copies thereof) in respect of the insurance policies referred to in the first paragraph.
- 18.3. The Supplier will not terminate the insurance contracts without LBC's prior permission in writing. Nor will the Supplier be entitled to change, without prior written permission, the conditions of the insurance policies or the insured amount to the detriment of the Supplier.
- 18.4. The insurance premiums owed by the Supplier are deemed to have been included in the Contract Price.

**Article 19. Business Conduct and Ethics**

- 19.1. LBC is committed to conducting business honestly, fairly and transparently and considers social commitment and climate and environmental protection of great importance. The Supplier commits to adhere to the same values all applicable law and regulations and LBC's Supplier Code of Conducts and confirms having the appropriate policies and procedures in place to ensure this. At the request of LBC, the Supplier will promptly provide a copy of such policies and procedures.
- 19.2. Notwithstanding Article 20, in case LBC becomes aware of a violation by the Supplier or its Personnel or subcontractors against the provisions of this Article 19, LBC will be entitled to terminate the Contract with immediate effect by means of a registered letter. In such case the Supplier will no longer be entitled to the agreed Contract Price, unless and to the extent that certain Goods already delivered and accepted are of use to LBC. The foregoing is without prejudice to LBC's right to claim damages.

**Article 20. Suspension and termination**

- 20.1. LBC may, without any demand or notice of default being required, suspend or terminate all or part of the Contract without the intervention of the courts and with immediate effect by means of a registered letter, if:
  - a) the Supplier applies for a provisional or definitive moratorium or is granted a provisional or definitive moratorium,
  - b) the Supplier files a petition in bankruptcy or is declared insolvent,
  - c) the Supplier's company is wound up,
  - d) the Supplier discontinues its business,
  - e) a significant part of the Supplier's assets is attached,
  - f) the Supplier merges, splits up or is dissolved,
  - g) the Supplier is otherwise deemed to be no longer able to meet the obligations under the Contract,
  - h) the Supplier is in breach of the obligations under the Contract and is in default.
- 20.2. If the Contract is terminated by LBC, other than pursuant to Article 20.3, LBC will not be required to make any further payment under the Contract and the Supplier will refund to LBC the undue payments already made by LBC to the Supplier, plus statutory interest on the amount paid with effect from the date of payment.
- 20.3. Moreover, LBC may always give notice of termination of the Contract by means of a registered letter. In that case, a settlement will take place between LBC and the Supplier on the basis of the part of the Performance delivered by the Supplier, insofar as this is of any use to LBC. LBC need not indemnify the Supplier against the consequences of a termination of the Contract in any other way.

**Article 21. Severance**

If any provision of these GTC or the Contract or part thereof are rendered invalid, illegal or unenforceable in any respect under any Applicable Laws:

- a) the validity, legality and enforceability of the remaining provisions of the GTC and Contract shall not in any way be affected or impaired thereby; and
- b) the Parties shall promptly negotiate in good faith new provisions to eliminate the invalidity, illegality or unenforceability and to restore the GTC and Contract as near as possible to its original intent and effect.

**Article 22. Other provisions**

- 22.1. The Supplier cannot derive any right from the Contract in order to be given one or more follow-up assignments.
- 22.2. Any obligations and/or other provisions arising from the Contract which by their nature are intended to continue even after termination of the Contract will continue to have effect after termination.
- 22.3. “Written/in writing” is also understood to be “electronic(ally)”, provided that:
- a) the notification can be consulted by the addressee,
  - b) the authenticity of the notification is sufficiently guaranteed, and
  - c) the identity of the notifying party can be established with a sufficient degree of certainty.
- 22.4. The Supplier may transfer all or part of its rights and obligations under the Contract to third parties only with LBC’s prior express written approval. LBC will be authorized to refuse this approval without stating any reasons or to attach conditions to its approval.
- 22.5. The Supplier is not allowed to pledge, assign or otherwise transfer its claims under the Contract to third parties.
- 22.6. All correspondence and other information and communication in connection with the Assignment must be written or made available in English and/or Dutch.

**Article 23. Disputes and governing law**

- 23.1. Any disputes between the Parties in respect of the Contract will be submitted to the competent court in the district where LBC is located, unless the Parties agree on a different form of dispute resolution.
- 23.2. Moreover, LBC will be entitled to implead the Supplier in any other instance in which proceedings have been instituted against LBC and in which the Supplier is, in LBC’s opinion, obliged to indemnify LBC.
- 23.3. The Contract is governed exclusively by the laws of the jurisdiction in which LBC is located. The Vienna Sales Convention does not apply.