

## **United Caps General Terms and Conditions of Purchase of Goods**

1. All orders are made on United Caps' (hereinafter "purchaser", "we", "our", "us") terms and conditions of purchase ("Terms") exclusively, even where the general terms of the vendor stipulate that the terms of the latter apply, and without the requirement of a disclaimer unless otherwise specified by written approval on our behalf. These Terms constitute the entire contract between the parties and supersede and replace any and all prior negotiations, representations, warranties, understandings or contracts between the parties. These Terms cannot be changed except by written agreement of the parties.

2. An order is only valid when it is made or confirmed in writing by the purchaser. An order made by a representative of the purchaser not having a valid mandate or a broker of the purchaser, shall only bind the purchaser upon written acceptance or confirmation by the latter without the possibility of invoking previous tacit acceptance or previous purchase of goods.

3.1. All deliveries are made at vendor's risk and free of charge to the purchaser's premises or any other location as agreed between the parties, i.e. free of freight charges, packing, insurance and any other charges or duties potentially burdening delivery.

3.2. All deliveries to the purchaser must be accompanied by a dispatch invoice displaying all details of delivery, e.g. order form reference, gross and net weights and quantity and measurements, conformity certificate. Deliveries which do not meet these requirements may be rejected by the purchaser at vendor's risk and expense.

4.1. After delivery of the goods by the vendor to the purchaser's premises, or any other location as agreed between the parties, the purchaser has one (1) week to inspect the goods and give his approval with regard to compliance, visible defects and quantities. In the event that any non-compliance or visible defects are discovered, the purchaser may reject these goods within this period and place them at the disposal of the vendor who shall be obliged to come and collect the goods at his own risk and expense. If the vendor fails to come and collect the goods, the purchaser shall have the option of either holding the goods for the vendor in his store at the latter's expense or of transferring them to a warehouse at vendor's risk and expense.

4.2. Vendor warrants that the goods shall be fit for purpose, without fault, and conform in all respects with the relevant purchase order, the agreed specifications and applicable EU legislation as well as the laws applicable in the country of establishment of the purchaser, or as advised by purchaser. In the event of detection of hidden defects, either during the purchase process by a customer of the purchaser or following such purchase by a customer of the purchaser, the vendor will be liable for the relevant hidden defects and the purchaser shall have the same rights at his disposal within the time limits provided by applicable law no matter what step of the process and notwithstanding the legal restrictions hereto. The aforementioned remains true when the purchase is done directly by a customer of the purchaser on the purchaser's behalf.

4.3. In the event of complaint by a customer of the purchaser in respect of non-compliance as well as visible and hidden defects, either where delivery has been made directly by the vendor to the relevant customer or in all other cases and subject to limitations imposed by applicable law, the vendor shall be obliged to indemnify and hold harmless the purchaser against all claims for damages and all other actions that may be brought against the purchaser or the vendor by the customer of the purchaser.

4.4. In case of a complaint or other action brought to the purchaser by one of its customers, the purchaser shall notify such action to the vendor within a reasonable period of time and the vendor shall cooperate in good faith and intervene without undue delay.

4.5. Notice: In the event that, the contractual parameters are permanently amended by the vendor in respect of the product sold, the vendor must notify the purchaser hereof by giving him at least three (3) months' prior notice during which the purchaser has the possibility to reject the change and to consequently cancel any currently placed orders.

5.1. The vendor shall inform the purchaser of the delivery of the goods at the vendor's premises by way of a notice under the form of a registered letter with acknowledgement of receipt. After having received such formal notice, the purchaser has thirty (30) days within which it can collect the goods at the vendor's premises or get them delivered, as agreed between the parties. This applies notwithstanding any delivery date agreed between the parties.

5.2. Likewise, where no delivery deadline is expressly stipulated, the vendor is obliged to deliver the goods within one (1) week of formal notice being served by the purchaser. Failing this and given that in the purchaser's business time of delivery of the respective goods is of the essence since a disruption in its production will lead to a situation where the purchaser will not be able to comply with its contractual obligations towards its own clients, the purchaser (i) has the right to terminate the present Terms by operation of law ("de plein droit") with a ten (10) days' prior notice to the vendor if the delay has caused or risks to cause the purchaser an important disruption or (ii) the purchaser may request any compulsory compliance of his choice from the vendor.

5.3. The vendor shall in all cases be obliged to cover the purchaser against all claims for damages directed against the purchaser by his customers where the purchaser cannot comply with his obligations towards his customers if his inability to execute its obligations is due to a late or defective delivery by the vendor. Upon request from the purchaser, the vendor shall, at his own expense, show evidence of a liability insurance policy subscribed with a well-known and solvent insurance company covering all damages of any kind that the purchaser may be required to pay as a result of non-compliance with the product or service provided by the vendor.

5.4. The purchaser has the right to suspend payment for the delivery as well as previous deliveries, to the extent permitted by applicable law, if the vendor continues to be in breach of the agreed delivery terms. The value of the envisaged delivery must in this case be considered as a guarantee by the vendor to fulfil his obligations and to possibly pay damages in respect of non-performance of services by the vendor.

5.5. In the event of cancellation or amendment of a contract between the purchaser and its customers by such customer, under the condition that such contract is linked to the present Terms and that it is covering the purchase of products that have not exclusively been produced for purchaser or the purchaser's customer, the purchaser shall have the right to cancel or amend the contract he entered into with the vendor without the vendor being in a position to claim any compensation owing to unemployment or loss of profit.

6. Payment shall be made by cash payment within sixty (60) days of the invoice date. At the discretion of the purchaser, it may apply three percent (3%) discount in case a payment is made within one (1) week upon receipt and approval of the goods.

7. In all cases where the order or the purchase is cancelled by the vendor, the latter shall be obliged to pay the purchaser penalty equal to twenty percent (20%) of the value of the goods notwithstanding the purchaser's right to claim damages, if the latter were higher. In case the vendor fails to pay the penalty, respectively the damages, within fifteen (15) business days from the cancellation of the order or purchase, late interests as foreseen by law are applicable to the late payment.

### **8. Intellectual or industrial property**

Plans or all other technical documents issued by the purchaser and delivered to the vendor in the context of this contract are and shall both completely and entirely remain the property of the purchaser. The vendor undertakes to comply with this and have his employees comply with the strict confidential nature of these documents and to make sure that they are bound by the same confidentiality obligations. Any such plans or technical documents cannot be passed on or handed over to whosoever nor used for any purpose other than in the course of business relations with the purchaser and they shall be returned to him immediately upon request and at the latest at the end of the contract.

Any duplication or representation, even partial or whatever the process, of these documents is illegal without the written approval of the purchaser and thus constitutes an infringement by the vendor of this contract and may also

constitute an infringement of the intellectual and industrial property of the purchaser.

Non-compliance with this obligation may be such as to lead the purchaser to immediately terminate this contract by operation of law (“de plein droit”) by giving notice and to automatically cancel all orders being processed at this time without giving rise to any further formality or proceeding thereof and without prejudice to any damages which the purchaser may claim.

For the purpose of this clause 8, “Intellectual Property Rights” means, without limitation, all present and future patents, all copyrights (including author’s rights) and neighboring rights (including without limitation moral rights, as well as the rights of reproduction, distribution, communication to the public, renting and lending), trademarks (whether registered and unregistered), service marks, rights in designs or models (whether registered or unregistered), brand names, product names, logos, slogans, rights in confidential and/or proprietary information (including without limitation know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

The vendor warrants that it is the owner of, or licensee authorised to sublicense, relevant Intellectual Property Rights in the goods and undertakes that it has received all necessary Intellectual Property Rights and/or licences from third parties that are necessary for the execution of its obligations under the present Terms. The vendor will finally hold the Purchaser harmless against any third-party claims relating to any Intellectual Property Rights in the goods.

9. In the event that :

(i) vendor stops or suspends or threatens to stop or suspend delivery under any of its contracts with purchaser, or is unable to (or admits inability to) deliver against such contract; or

(ii) vendor begins negotiations, or enters any composition or arrangement with one or more of their creditors in order to reschedule any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint (in the context of this clause 9, “Indebtedness”) because of actual or anticipated financial difficulties; or

(iii) a moratorium is declared over any of vendor’s indebtedness; or

(iv) any action, proceeding, procedure or step is taken for:

a. the suspension of payments, winding up, dissolution, examinership or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of vendor; or

b. the appointment of a liquidator, receiver, examiner, compulsory manager, or other similar officer in respect of vendor or any of its assets; or

(v) any event similar to those set out in sub clauses (i) to (iv) above occurs in relation to vendor; or

(vi) a change of control occurs whereby any entity or person obtains ownership of more than fifty percent (50%) of shares carrying a right to vote in the vendor or its holding company or if there is a change in the ownership of the legal power to direct, or cause the direction of, the general management of the vendor,

purchaser shall be entitled (in its sole and absolute discretion) with immediate effect by giving written notice to vendor at any time after the occurrence of any of the events set out in paragraphs (i) to (vi) above to cancel by operation of law (“de plein droit”) all or any orders for equipment placed by purchaser under these Terms but not already delivered, regardless of whether or not such orders were accepted by vendor, and purchaser shall have no obligation whatsoever to vendor arising out of or in connection with such cancellation in such circumstances. For the avoidance of doubt, any monies paid to vendor with respect to orders for goods placed by the purchaser and which have been cancelled, shall be repaid by the vendor to the purchaser.

10. Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other party to terminate these Terms by operation of law (de plein droit) if the other party commits any material breach of these Terms and (if such a breach is remediable) the breaching party fails to remedy that breach within thirty (30) days of being notified in writing of the breach.

11. Save as expressly provided for in these Terms and subject to clause 5.5, no amendment or variation of these Terms shall be effective unless in writing and signed by a duly authorised representative of each of the parties to these Terms.

12. If any part of these Terms is/becomes declared illegal, invalid, or unenforceable for any reason, it shall be severed from these Terms and that illegality, invalidity or unenforceability shall not in any way whatsoever impair or affect the remaining parts of these Terms which shall continue in full force and effect.

13. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by Luxembourg law and subject to the exclusive jurisdiction of the courts of the judicial district of Luxembourg, Grand Duchy of Luxembourg.