

**GENERAL CONDITIONS OF SALE
ROQUETTE SINGAPORE PTE LTD
(Version 2024)**

All sales by Seller to Customer shall be exclusively governed by these General Conditions of Sale, unless otherwise stated in writing by Seller.

1. DEFINITION

"Confidential Information" means all information provided by one Party or otherwise made known to the other Party in connection with the Contract and/or Order, that relates to the business, affairs, products, payment conditions, products, manufacturing processes, developments, trade secrets, know how, personnel, customers, prospects and suppliers of either Party whether designated as "confidential information" or not by a Party, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving party without using the confidential information of the disclosing party, (ii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving party without a duty of confidentiality prior to the receipt of such information;

"Customer" means the company which is buying the Product from Seller;

"Party" means either Seller or Customer;

"Parties" means collectively Seller and Customer;

"Product" means the product sold by Seller;

"Order" means the order placed by Customer to buy Product from Seller;

"Seller" means Roquette Singapore Pte Ltd, a corporation organized under the laws of Singapore (Co. Reg. No. 200907075H) having its registered office at 9 North Buona Vista Drive, #11-06 The Metropolis Tower 1, Singapore 138588.

2. ENTIRE AGREEMENT

2.1. These General Conditions of Sale (the "Conditions"), together with other commercial terms, if any, mutually agreed to by Customer and Seller in writing ("Commercial Terms"), contain the entire and exclusive agreement between the Parties and, are referred to herein as the "Contract". If there is a conflict between the Conditions and the Commercial Terms, the Commercial Terms shall prevail. All terms and conditions contained or referenced in any prior or subsequent oral or written communication, including, without limitation, terms and conditions contained in an Order or another document issued by the Customer, which are different from or in addition to the Contract are hereby rejected and shall not be binding on Seller, and Seller hereby objects thereto. No addition to, or alteration or modification of, the Contract shall be valid unless made in a writing signed by an authorized representative of each Party specifically referring to the Contract. Customer shall be deemed to have full knowledge of the Conditions herein. These Conditions shall apply to all Orders, whether or not referred to, in the Order.

2.2. Except as otherwise agreed in writing, any acceptance of the price stated in the Commercial Terms in any order, signature or email confirmation, or any Order placed thereafter will imply the tacit acceptance of all terms of the same and the applicable Conditions referred herein.

3. ORDER AND CONFIRMATION ORDER

3.1. Orders shall be placed in accordance with agreed lead-time (including the production and transportation's lead-times) and if not, Seller's lead-time, communicated to Customer on demand.

3.2. For Orders processed via electronic data interchange (EDI), the Orders shall be processed automatically by Seller. In case of incompatibility or rejection of the Order for whatever reason, Seller will inform Customer.

3.3. For Orders placed by any other means of communication than EDI, the Orders shall only be considered definitive once a written and signed order confirmation has been sent by Seller.

3.4. The sale exclusively concerns the Product described in the Contract and/or order confirmation. In the absence of mutually agreed written Commercial Terms to the contrary, any delivery of Products under an individual Order shall constitute a separate Contract between the Parties.

4. MODIFICATION OR CANCELLATION OF ORDERS

4.1. Customer may not cancel, alter, or suspend delivery of this order below lead time and, in any case, no less than ten (10) days before shipment except with Seller's written consent, such modification or cancellation being subject to a surcharge. No cancellation is permitted after the shipment of the Products.

5. QUANTITY, TIMING AND DATE OF DELIVERY

5.1. Except as expressly provided otherwise in the written Commercial Terms, the quantities indicated in the Commercial Terms are non-binding for both Parties. For the avoidance of doubt, acceptance of the Commercial Terms does not constitute a supply agreement in itself and does not create any contractual obligations or contractual rights for performance either for the Seller or for the Customer until Orders placed by the Customer are expressly accepted by Seller in writing.

5.2. Subject to clause 5.1 above, Seller may supply the Product to the Customer, up to the volume expressed in the Commercial Terms and as per the phasing agreed in the Commercial Terms or, when relevant, as per the forecast to be agreed between the Parties. For sake of clarity, in the absence of such forecast, the Customer's potential needs will be considered as the total volumes expressed in the Commercial Terms evenly spread. Should Customer need volumes exceeding those expressed in the Commercial Terms, such additional volumes (the "extra volumes") is subject to availability of the Products and to new Commercial Terms to be agreed between the Parties. The Customer agrees that the Seller shall not be held liable in the event the Seller is not able to supply the Customer with those extra volumes.

5.3. The Customer acknowledges and accepts that, on a quarterly basis, any quantity of products not called by the Customer as per the phasing for such quarter and the agreed lead time will not be reserved to the Customer and therefore may not be available to the Customer at a later date. Accordingly, the quantity negotiated in the Commercial Terms will be reduced without any recourse of action against Seller, except as determined and made available by Seller.

5.4. In each case, delivery of the Products shall be subject to the availability of Seller's procurement, production, transportation and storage possibilities and same if delivery times have been confirmed in writing by Seller. Seller cannot be held liable for any delay.

6. DELIVERY, TRANSPORTATION, AND INSPECTION

6.1. Except as otherwise provided in the Commercial Terms, Products shall be delivered CIF/CFR port destination (INCOTERM ICC 2020).

6.2. Seller shall keep title over the Products until full payment of the price. Issuing an obligation to pay (like a bill of exchange) shall not constitute a payment. Failure to pay at one of the due dates may result in the Products' claim. These provisions shall not prevent the transfer of risks to the client upon delivery of the Products, as well as any damage that may occur.

6.3. Risk of loss will pass to Customer in accordance with the applicable INCOTERM, irrespective of whether title to the Products remains vested in Seller.

6.4. The Product shall be packed for shipment in accordance with Seller's packaging data sheet or any other specification signed by Seller in a manner sufficient to ensure the integrity of the Product. No warrant is given as to compliance with local regulations regarding packaging, except if the specific requirements of the local regulations have been detailed and required by Customer and expressly accepted by Seller in writing.

6.5. When Customer is responsible for the transport in accordance with the INCOTERM applicable:

6.5.1. Customer shall ensure that its carriers are fully compliant with all laws and regulations applicable to them and requirements applicable to EFCO or equivalent's standards.

6.5.2. If the shipment involved is to be exempted from VAT or the equivalent goods and services tax provisions, Customer shall justify by all means, acceptable by Seller, the reality of the shipment or transport of goods outside the national territory, in accordance with the prevailing VAT laws or the equivalent goods and services tax laws. Consequently, Customer shall provide Seller with, at first request, all necessary and useful information to determine that the goods are intended to leave the national territory, all proofs of deliveries and shall not assign the right to ship the goods to other entities in the national territory; otherwise, Seller will submit the delivery of goods to national VAT;

6.5.3. Customer acknowledges the status of Authorized Economic Operator ("Simplifications of Customs, security and safety" (AEOF) of Seller issued by Customs. The AEOF status recognizes the security of the international supply chain of Seller. Therefore, Customer agrees to ensure such security by complying with the safety requirements described in AEO's guidelines (https://ec.europa.eu/taxation_customs/general-information-taxpayers/customers-security/authorised-economic-operator-aefo-reduction-instruments_en#guidelines) and also to ensure that its carriers acting on its behalf are also informed that they must ensure the security of the supply chain in accordance with these guidelines.

6.5.4. In case of no show on the pickup slot agreed in advance between the Parties, a lump sum may be applied by the Seller to the Customer and/or Seller may cancel the Order after several days shows.

6.6. Customer must carefully examine all Products upon delivery and before use. Any visible defects, other than missing Products and/or transportation damages, or any defects discovered as a result of such inspection must be notified within two (2) business days of the discovery and in any case before any use of the Product. The absence of such notification constitutes Customer's irrevocable acceptance of the Products and Seller shall have no liability for visible defects or defects reasonably discoverable upon careful examination. Such notification must include a picture of the visible defects.

6.7. For bulk Products, following the unloading, the weight of the Product transported into the Customer's tanks might vary from plus or minus 5% compared to the weight reported on the transport document. For sake of clarity, weight ascertained at time of dispatch will be used for invoicing. Under no circumstances, such fluctuation will allow Customer to claim additional shipment or seek compensation in whatever form.

6.8. In the event Customer discovers a latent defect from the use of the Product to the extent the Product has been used in compliance with section 7. below, Customer shall give written notice to Seller within two (2) business days from the discovery.

6.9. In the event a defect is discovered for which Seller is responsible as provided in these Conditions, Customer shall not sell, use, or mix the Products following such discovery. If Customer establishes that a defect exists, Customer's sole remedy shall be as set out in Section 7 or by law.

7. WARRANTY

7.1. Seller warrants that (subject to the other provisions of these Conditions), upon delivery the Products, in their initial packaging will comply in all material respects with the Seller's standard specifications for the Products unless otherwise mutually agreed in writing and regardless of any reference to Customer's specifications in the Order. Any descriptions, illustrations or information contained in Seller's publications or advertising are issued or published for the sole purpose of giving an approximate idea of the appearance of the Products and will not be part of the Contract and/or be deemed to constitute a representation as to the accuracy of such matters.

7.2. For food Products, unless formally instructed by the Customer otherwise and formally agreed by Seller, Products will be manufactured in compliance with applicable General Food Regulations in force in the country of origin of the Products.

7.3. For pharmaceutical Products, unless otherwise specified in the Product Specifications Sheet, our Products have been designed and assessed only for oral route of administration. Any other usage or intention to use the Product in any other route of administration by the Customer shall be under its sole responsibility. Seller warrants that any services associated with the Product performed by it, on its behalf, as allocated in this Contract, have or will be performed with reasonable care and skill.

7.4. In case of bulk delivery, there is no warranty after the unloading of the Product by Customer.

7.5. Seller shall not provide any warranty concerning the absence of any defect, whether latent or not in the Products if used after the shelf life and/or expiry date and/or best before date and/or retest date, whichever is the shorter.

7.6. If, after receipt of a written notice asserting non-compliance, Seller determines that Product did not meet the warranty specified above, Customer may, at Seller's expense and upon receiving prior written authorization from Seller, deliver such Product to a facility designated by Seller. Seller shall at its option replace the Products or return to Customer a credit in the amount of the price paid for the Products. This replacement or refund does not apply to Products misused or damaged by the Customer in handling, shipping, storage, or alterations outside of Seller's facilities. Seller's liability, and Customer's exclusive remedy, for Products, whether under warranty, contract, tort (including negligence), or otherwise, is expressly limited to the foregoing, and shall not in any event exceed the original invoice price of the Products. As herein provided and upon the expiration of the period specified above, all such liability shall terminate. Any such refund or replacement is conditional upon the original Products being returned to Seller or destroyed by Customer, if required by Seller, and provided the destruction is proven by Customer. Seller has the right to demand and test samples of any Products in relation to which Customer makes a quality claim, as well as inspect the site Customer has stored such Products.

7.7. Seller shall not be liable for a breach of any of the warranties in Section 7 above if:

7.7.1. Customer makes any further use of such Products after giving a notice of defect; or

7.7.2. the defect arose because Customer failed to follow Seller's instructions, including, without limitation, any instructions relating to the movement, storage, handling or use of the Products; or

7.8. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR THE RESULT TO BE DERIVED FROM THE USE OF THE PRODUCTS. CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR (I) RESULTS OBTAINED BY THE USE OF THE PRODUCT PURCHASED HEREUNDER, WHETHER USED AS DELIVERED OR IN COMBINATION WITH OTHER PRODUCTS; (II) DETERMINING FITNESS FOR USE IN, OR IN CONJUNCTION WITH, OTHER PRODUCTS; (III) THE TRUTHFULNESS AND ACCURACY OF THE CUSTOMER'S MARKETING AND ADVERTISING OF ANY PRODUCT OF CUSTOMER INTO WHICH SELLER'S PRODUCT MAY BE INCORPORATED; (IV) OBTAINING GOVERNMENTAL HEALTH, SAFETY, ENVIRONMENTAL OR OTHER APPROVALS FOR UTILIZATION; AND (V) FOR ANY LOSS OR DAMAGE RESULTING FROM THE HANDLING, USE OR MISUSE BY CUSTOMER OF PRODUCTS PURCHASED HEREUNDER.

8. PRICE AND TERMS OF PAYMENT

8.1. The Products are invoiced according to either the applicable price in the Commercial Terms or the applicable price in the last Seller's commercial offer valid at the date of Order. Product price shall be in the currency contained in such terms. The invoice will be issued upon shipment of the Product.

8.2. Any service the Customer may need, relating to special delivery conditions, that is not included in the Commercial Terms, shall be subject to formal acceptance of Seller and is subject to additional fees.

8.3. In the event of a change in any law or government-enacted regulation or decree, circumstances of an economic nature, or any other exceptional event, unforeseeable at the time of the conclusion of the Order/Contract, and foreign to the Seller's company, which would have the effect of upsetting the commercial balance of the contract, Seller shall be entitled to amend the point of making it seriously prejudicial and/or difficult for one and/or the other Party to perform their obligations. The Parties undertake to renegotiate the existed before the occurrence of this change in circumstances. The Parties agree to meet no later than eight (8) days after the date of receipt or, in the absence of receipt, the date of first presentation of the registered letter with acknowledgement of receipt sent by one of them to the other and formulating a request for renegotiation. The renegotiation shall not exceed thirty (30) days and the Parties agree that the renegotiation shall be carried out in good faith, and without any wrongful conduct impeding the renegotiation. If no agreement is reached at the end of the renegotiation period, the commercial relationship will be terminated by operation of law at the request of either Party. Such early termination shall take effect upon the expiration of a thirty (30) day notice period. Obligations owed by either Party prior to the occurrence of the change in circumstances shall be performed under the terms and conditions applicable prior to such occurrence.

8.4. Except as otherwise specified in the Commercial Terms, the payment term shall be 30-days NET from the issuance of the invoice by Seller.

8.5. Any outstanding amount not paid by the due date will be subject, in addition to the 40 € (excluding vat) fixed charge for recovery fees to the extent recoverable under the applicable law of the country of origin of the Product and of the Council of 16 February 2011), from the day following the settlement date displayed on the invoice, to an interest charge amounting to the highest rate permitted by law, per day late. Furthermore, in addition to any remedy Seller may have, Seller may suspend the performance of the Contract and/or Order until full payment, without any indemnity to Customer.

8.6. Notwithstanding any other rights made available to the Seller herein, if at any time, Customer's financial responsibility or position becomes impaired, Seller may require cash payment or satisfactory security or amend or suspend credit terms before further manufacture, shipment or delivery is made.

8.7. If at any time before delivery, Customer fails to pay for any Products previously delivered in accordance with the terms of sale, Seller may exercise its default remedies, for example by withholding any undelivered portion of the Order/Contract.

9. FORCE MAJEURE

9.1. With the exception of Customer's payment obligations, which remain unchanged under this Section, no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Order/Contract, for any failure or delay in fulfilling or performing any term of this Order/Contract except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (the "Impacted Party") control, including, but not limited to, the following force majeure events (the "Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate energy power or transportation facilities. The Impacted Party shall give notice, within reasonable time of knowledge of the Force Majeure Event, to the other party, stating the period the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncurbed for a period of sixty (60) days following notice given by it, the other party may thereafter terminate the Order/Contract upon notice.

10. CONFIDENTIALITY

10.1. Unless otherwise agreed in writing between the Parties in any specific non-disclosure agreement, each Party shall not use or disclose any of the other Party's Confidential Information other than for the sole purpose of the performance of the Contract and/or the Order, nor issue any press release or public announcement regarding the existence, subject matter or terms of the Contract and/or the Order, unless required by law or pursuant to an order of a competent authority provided a prior written notification to the other party and the Confidential Information remains subject to the obligations of confidentiality and restrictions on use contained herein except with respect to this specific disclosure.

10.2. Each Party will ensure that its respective employees, agents, and contractors to whom Confidential Information is disclosed are made aware of its confidentiality obligations and agree to be bound by them.

10.3. Obligations under this Section 10 shall survive until the Confidential Information becomes part of the public domain.

11. INTELLECTUAL PROPERTY

11.1. No licenses, express or implied, under any patents, trademarks, copyrights, or other intellectual property rights are granted by Seller to Customer or by Customer to Seller hereunder. Seller has not licensed or provided and does not hereby license or provide Customer the right to use any logo, trademark, or other intellectual property of Seller or any other third party.

11.2. For avoidance of doubt, all intellectual property rights in and in relation to the Products shall be owned by the sole and exclusive property of Seller (or its licensors). Customer shall not acquire any intellectual property rights in the Products by virtue of the Contract or any Order entered hereunder.

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1. Each Party shall indemnify the other Party from and against any claims, demands, proceedings and causes of action resulting from such Party's non-compliance with any applicable laws, negligence, and misconduct in the performance of or in compliance with any of its obligations under the Contract and/or Order. This Section 12 shall survive the expiry or termination of the Contract and/or the Order.

12.2. UNDER NO CIRCUMSTANCES WILL SELLER, ITS LICENSORS, AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DIRECT LOSSES BEYOND THE LIMIT HEREUNDER, LOST PROFITS, LOSS OF BUSINESS OR COSTS INCURRED OR PAYMENTS ALLOWANCES PROVIDED TO THIRD PARTIES, OR ANY INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELLER, ITS LICENSORS, AGENTS, AND RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LESSER OF THE TOTAL VALUE OF THE CONTRACT AND ONE MILLION EUROS (1,000,000 EUR) PER EVENT AND PER CALENDAR YEAR. THIS SECTION WILL NOT APPLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

13. TERMINATION

13.1. Each Party may terminate the Contract and/or any Order at any time upon the occurrence of any of the following events: (i) the other Party's ceasing to function as a going concern, declaring liquidation or appointing a receiver, or transferring its assets for the benefit of its creditors; or otherwise taking advantage of any insolvency law; (ii) the other Party's failure to cure any other breach of the Contract and/or any Order within sixty (60) days of receiving written notice requiring it to do so; and / or (iii) the other Party's proves to be non-compliant with the terms set out in Section 15.

14. APPLICABLE LAW AND DISPUTES

14.1. The Contract and/or any Order shall be subject to Singapore Law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) are expressly excluded.

14.2. Any dispute arising out of or in connection with this Contract or Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to the use of the Code of Conduct as provided to the other Party; and (b) in any event, that such proceedings shall be heard and adjudicated by the SIAC.

15. ETHICS AND COMPLIANCE

15.1. Each Party warrants on behalf of itself and its partners, employees, agents, representatives, officers, directors, and managers, that no payment or transfer will be allowed in the purpose or effect of corruption, public or commercial bribery, or any conduct that may be seen or construed as breaching any applicable Anti-bribery and Corruption (ABC) regulations such as French Loi Sapin II, UK Bribery Act, USA Foreign Corrupt Practices Act, and other similar regulations, nor will accept or allow any kind of extortion, bribery, money laundering, unfair competition or commercial practice or any tort or improper to carry out business or obtaining any other benefit.

15.2. Each Party warrants the implementation and compliance with its standards stated in its respective Code of Conduct, as provided to the other Party.

15.3. Each Party represents on behalf of itself and its partners, employees, agents, employees, officers, directors, and managers, that none of its activities related to this Contract constitute a breach of any applicable ABC regulations as of the effective date of this Contract; and that it has not been formally notified that it is under investigation or receiving any applicable ABC regulations.

15.4. The Parties shall work with reliable partners not included in any government-published restrictions or prohibition lists. The Customer warrants that as of the date of the Order it or any individual or person that has direct or indirect control of fifty percent or more of its shares (including any indirect subsidiaries or any economic interest) is not included in any such restrictions administered or enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Purchaser or MWS Equipment ("Sanctions"). A breach of this warranty shall be a material default for the purpose of clause 13.1(iii). The Customer agrees that if at any time after the Order it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or after such date, which prohibit or restrict a party's performance of its rights under the Contract, or the performance of the Contract exposes such party, or creates a risk of such party being exposed, to any Sanctions, including, without limitation, any extrajudicial or secondary sanctions, the Seller may suspend or terminate the Order upon such Sanctions becoming effective.

15.5. Each Party warrants that it is not providing any such party on matters related to compliance with these terms using independent third-party assurance.

15.6. In the case, a Party is not complying with such laws or if one of the Parties is or is suspected to be in breach of this Section, the other Party will be entitled at its own discretion to: (i) request the other Party to implement appropriate policies and processes within a reasonable timeframe; and (ii) suspend and/or terminate the Contract without further obligation under the Contract.

16. DATA PROTECTION

16.1. Each Party shall comply with the applicable regulations when processing personal data, in particular the Singapore Personal Data Protection Act 2012 and European Regulation 2016/679 on the protection of personal data of 27 April 2016 ("General Data Protection Regulation").

16.2. The Customer is informed that the personal data communicated to allow the supply of our Products or information and services requested are subject to processing by Seller, as Data Controller, for the purposes of administrative and commercial management.

16.3. Seller undertakes to guarantee to Customer the protection of its personal data by default and from their collection by appropriate physical and IT measures.

16.4. If one of the Parties has to transfer personal data to countries outside the European Economic Area (EEA) and / or the Parties' country of business operations pursuant to this Contract and the recipient country is deemed not to provide an adequate level of protection for personal data, appropriate safeguards listed in data protection legislation has to be put in place.

16.5. In compliance with and subject always to data protection regulations in force, Customer protection or contact the Data Protection Officer at: dp@roquette.com

16.6. To exercise these rights or for any questions about the processing of the data, Customer can use the webform of data subject request available on the site: <https://www.roquette.com/data-protection>

16.7. If Customer believe, after having contacted Seller, that its rights over its personal data have not been respected, Customer can lodge a complaint to relevant Data Protection Authority.

17. GENERAL

17.1. For sake of clarity, the use of any platform to conduct trade electronically is strictly limited to the facilitation of the exchange of commercial documents. In no event, Seller will abide by any terms and conditions, which might exist on any platform designated by the customer. Seller would be forced to accept in order to be able to complete any administrative reviewing process and/or to submit any quotation or any other commercial document, whether or not in the context of a bid.

17.2. Customer must not resell any Product to any third parties unless notified, unless Seller has granted its prior written consent or Customer repacks and renames such Product so that no logos, names or trademarks of Seller are communicated to such third party and thus, those resell of the Products shall be under the sole responsibility of the Customer.

17.3. The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise expressly stated in the Contract, nothing in the Contract and/or any Order shall constitute the Parties as partners, joint-venturers or co-owners, constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other Party.

17.4. The Contract and/or any Order shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. Customer may not assign or transfer the Contract and/or any Order or any of its rights or obligations hereunder without the prior written consent of Seller, which may be withheld in its sole discretion.

17.5. The failure of either Party to enforce any term of right arising pursuant to the Contract and/or Order does not constitute a waiver of such term or right and shall in no way affect that Party's right to enforce or exercise the term or right.

17.6. The invalidity or unenforceability of any term of or right arising pursuant to the Contract and/or any Order shall not adversely affect the validity or enforceability of the remaining terms and rights.

17.7. Provisions of the Contract and/or any Order which are expressly intended to survive expiry or termination of the Contract, or by their nature or context it is contemplated to survive such expiry or termination, shall remain in full force and effect notwithstanding such expiry or termination.

17.8. The Contract is entered into solely for the benefit of the Parties hereto, and no provision of the Contract shall be deemed to confer upon third parties any remedy, claim, liability, cause of action or other right or obligation other than those existing under the Contract.

17.9. No party other than the Parties, its successors and permitted assignees, shall have any right to enforce any of the terms of the Contract.

17.10. The Parties agree that the English version shall prevail in case of conflict between the English and any other version of these General Conditions of Sales and any translated version in any other language.