**GENERAL CONDITIONS OF SALE**
**ROQUETTE LAISA ESPANA S.A**
**(Version 2023)**

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**
**"CMR"** means Contract for the International Carriage of Goods by Road;
**"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, price, payment conditions, products, transformation or manufacturing process, 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 Laisa España S.A., a corporation organized under the laws of Spain having its registered office at
Avenida Jaime I, S/N, 46450 Benifaió – Valencia, Spain

**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 ("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 from Seller by return signature or email confirmation, or any Order placed afterward will imply the tacit acceptance of all terms of the same and the applicable Conditions referenced 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 except with Seller's written consent, such modification or cancelation 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. This means for the avoidance of doubt that 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 are placed accordingly by the Customer and are expressly accepted by Seller.
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 more volumes than those expressed in the Commercial Terms, phasing considered, delivery of those extra volumes is subject to availability of the Products and to new Commercial Terms to be agreed between the Parties. Seller cannot be held liable anyhow, for any reason whatsoever, in case Seller is not able to supply Customer with those extra volumes.
5.3. The Customer acknowledges and accepts that, on a quarterly basis, any quantity of products not called off 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 it at any 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 times are indicated as precisely as possible but depend on 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 CIP/CIF 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. Unless otherwise agreed, warranty regarding the packaging of the Product is only given as to compliance with local regulation in the manufacturing and shipping countries.
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 EFISC or equivalent's standards.
6.5.2. As a matter of principle, national VAT is applicable and due on the price of the sale of goods/services, whatever can be the VAT status of the Customer (registered or not for VAT purposes). As an exception, some shipment involved can be exempted from VAT or from any equivalent goods and services tax provisions subject to conditions provided by law. In this case, and upon formal acceptance of the Seller, 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 articles 21 and 25 of Spanish VAT Law 37/1992, dated 28 December, and articles 9 and 13 of Spanish Royal Decree 1624/1992, dated 29 December. 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-customs/customs-security/authorised-economic-operator-aeo/aeo-legislation-management-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 no show.
6.6. Customer shall unload transportation equipment utilized for delivery promptly on delivery. Any claim for missing Product and/or transport damage must be lodged in the CMR or any other transport document signed by Customer on reception of the Product. Picture of transport damage must be immediately sent to the Seller. Except as required by the applicable INCOTERM, in no event shall Seller have any liability for its selection of any commercially responsible carrier, any damage or loss occurring subsequent to delivery, to a carrier, or any actions of any carrier.
6.7. 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 defect.
6.8. For bulk Products, following the unloading, the weight of the Product transferred into the Customer's tanks might vary from plus or minus 0,5% 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 and/or seek compensation in whatever form.
6.9. 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.
6.10. In the event a defect in the Product 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 (i) Seller's standard specifications for the Products and with (ii) the applicable regulation in the manufacturing country and the delivery country, unless otherwise mutually agreed in writing between Customer and a qualified representative of Seller's quality and regardless 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 Products and/or services described therein and will not form part of any Contract 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.
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.
7.4. 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.
7.5. In case of bulk delivery, there is no warranty after the unloading of the Product by Customer.
7.6. 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.
7.7. If, after receipt of a written notice asserting noncompliance, 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 because of accident or improper handling, shipping damage, or alterations outside of Sellers'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 invoiced 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.
7.8. Seller shall not be liable for a breach of any of the warranties in Section 7 above if:
7.8.1. Customer makes any further use of such Products after giving a notice of defect; or
7.8.2. 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, if there are none, good trade practice.
7.9. 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 RESULTS 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 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, if no Commercial Terms, in accordance with 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, in particular relating to special delivery conditions, that is not included in this 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 economic bases of the commercial relationship existing between the Parties to 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 in particular, without any wrongful conduct impeding the circumstances. 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 provided 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 (Directive 2011/7/EU of the European Parliament 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 defaults 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 blockade; (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 of time 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. In the event that the Impacted Party's failure or delay remains uncured 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 and remain 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 into 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 the Order. This Section 12 shall survive the expiration or termination of the Contract and/or the Order.
12.2. UNDER NO CIRCUMSTANCES WILL SELLER, ITS LICENSORS, AFFILIATES, OR THEIR RESPECTIVE 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 CUSTOMER OR ITS CUSTOMERS, ARISING OUT OF BREACH 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 AND RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LESSER OF THE TOTAL VALUE OF THE CONTRACT AND ONE MILLION EUROS (1.000.000,00 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 bankruptcy, having a receiver for it appointed, transferring its assets for the benefit of its creditors, or otherwise taking advantage of any insolvency law; (ii) 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; (iii) 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 Spanish Common Law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) are expressly excluded.
14.2. Any dispute or difficulty arising out of the Contract and/or any Order's execution which could not be settled amicably by the Parties, shall be submitted to the exclusive jurisdiction of the Courts of Madrid, Spain.

**15. ETHICS AND COMPLIANCE**
15.1. Each Party represents 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 Spanish Organic Law 5/2010 and Spanish Organic Law 1/2015, 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 act 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 for beaching any applicable ABC regulations.
15.4. The Parties shall work with reliable partners not included in any government-published restrictions or prohibition lists.
15.5. Each Party shall be allowed to audit the other party 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; or
(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 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. Seller reserves the right to send to Customer a newsletter, commercial offers or information about special operation organized by Seller via the email address communicated by Customer. If Customer doesn't want to receive these offers anymore, he can unsubscribe at any time by clicking on the link indicated for this purpose in these emails.
16.5. If one of the Parties has to transfer personal data to countries outside the European Economic Area (EEA) and 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.
16.6. In compliance with data protection regulations in force, especially the General Data Protection Regulation (GDPR), Customer can access its personal data, rectify them, request their erasure, or exercise its right to limit their processing.
16.7. 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 or contact the Data Protection Officer at dpo@roquette.com
16.8. 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 referencing 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 unprocessed, 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 affiliates and 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 or 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 later 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 either 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 in excess of those existing without reference to 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 Conditions are written in English and Spanish, and that, in case of discrepancy, the English version shall prevail in case of conflict.