

GENERAL TERMS AND CONDITIONS FOR PURCHASING GOODS AND/OR SERVICES

1. BASIS OF THE AGREEMENT

1.1 These general terms and conditions constitute the standard purchasing terms and conditions for all purchases of goods and/or services by the purchasing Ontex Group Company ("Buyer" or "Ontex") from your company ("Supplier") unless otherwise provided in a written agreement signed by and between Buyer and Supplier. This document, together with the Buyer's Orders (defined below) and specifications (collectively "Specific Terms") shall constitute the entire agreement ("Agreement") between Buyer and Supplier for each such purchase. In the event of any inconsistency between these general terms and conditions and the provisions in the Specific Terms, the provision contained in the Specific Terms shall prevail.

1.2 This Agreement applies to the exclusion of Supplier's general or specific terms and conditions. Additional or different terms provided in Supplier's order confirmation, invoice or any other document which vary in any degree from any of the terms herein are hereby objected to and rejected. Any conduct by Supplier (including, without limitation, delivery of the goods and/or services) which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Supplier of this Agreement.

1.3 In this Agreement, "Ontex Group company" shall mean the Ontex legal entity as specified in the Specific Terms.

2. GOODS AND SERVICES (SUPPLIES)

2.1 The Supplier shall (manufacture, pack and) supply the goods referred to in the relevant Specific Terms ("Goods") and/or the services referred to in the relevant Specific Terms ("Services") in accordance with all applicable laws and industry standards and practices, and the terms of this Agreement. In this Agreement, Goods and Services will be jointly referred to as "Supplies".

2.2 The Supplier shall obtain and maintain in force for the entire duration of this Agreement all licenses, permissions, authorizations, consents and permits needed to deliver the Supplies in accordance with the terms of this Agreement.

3. ORDERS

3.1 Buyer will (electronically) submit a purchase order or any other such document for the Supplies ("Order") to the Supplier. Each Order will specify (i) the type and quantity of Supplies ordered, (ii) the delivery date, and (iii) if applicable, the delivery location.

3.2 An Order shall be deemed to have been accepted on the date on which the Supplier has accepted the Order or the date the Order is deemed accepted as set out hereafter. If the Supplier fails to submit a written notice of its acceptance or refusal of the Order within 10 calendar days following submission of the Order by Buyer, the Order will be irrevocably deemed as accepted and, unless such Order is cancelled or modified pursuant to Article 3.3, the Supplier shall be obliged to deliver the Supplies in accordance with such Order.

3.3 Supplier expressly agrees that Buyer can modify or cancel all or part of any Order issued to the Supplier by giving a reasonable, written notice to the Supplier prior to the delivery of the Supplies concerned and without the Supplier being granted any rights, such as but not limited to any right to claim compensation or indemnity, following such modification or cancellation of the Order.

3.4 Without prejudice to Buyer's rights and remedies under this Agreement or otherwise, Supplier shall notify Buyer as soon as possible, prior to the (deemed) acceptance of the Order, if the Supplies ordered are not available or if it is not able to meet the required delivery date under an Order.

4. DELIVERY, TITLE AND RISK OF LOSS

4.1 The Supplier shall deliver the Goods in accordance with the applicable International Chamber of Commerce (ICC) INCOTERM 2010, delivery date and delivery location as set out in the Specific Terms. If no delivery terms have been agreed in the Specific Terms, delivery will be Delivery Duty Paid at Buyer's principal place of business. The interpretation of the delivery terms shall be in accordance with the edition 2010 of the International Chamber of Commerce (ICC) INCOTERMS.

4.2 The Supplier shall perform the Supplies during Buyer's normal business hours at the location set out in the Specific Terms.

4.3 The Supplier shall not deliver Orders by instalments except with the prior written consent of Buyer.

4.4 Each delivery of Supplies shall be accompanied by a delivery note from the Supplier indicating at least the following elements: (i) the date of the Order, (iii) the type and quantity of the Supplies included in the Order.

4.5 Title to the Goods shall pass to Ontex on the earlier of the following two dates: (i) payment of the Price (defined below), or (ii) delivery. Risk in the Goods shall pass to Ontex as from the acceptance of the delivery pursuant to Article 5. The Supplier shall be liable for loss of or damage to the Goods even after the risk has passed to Ontex if the loss or damage is due to an act or omission of the Supplier.

4.6 Without prejudice to Article 10, the Supplier shall not have the right to suspend the performance of its obligations under this Agreement for any reason.

5. ACCEPTANCE OF THE SUPPLIES

5.1 Buyer shall not be deemed to have accepted any Supplies delivered until it has had a reasonable time, which in any case shall not be less than 30 calendar days from delivery, to inspect the Supplies delivered for non-compliance with the Agreement and, if applicable, transport damage or insufficient quantity. Any claims in this regard shall be submitted by Buyer

within this reasonable timeframe. Supplier expressly agrees that if there is no visible damage to the outer packaging of the Goods, Buyer is not required to further inspect and open the Goods.

5.2 In the event of non-compliance with the Agreement and/or transport damage and/or insufficient quantity, communicated to the Supplier pursuant to Article 5.1, then, without limiting any other right or remedy that Buyer may have under this Agreement or otherwise, Buyer may, at its own discretion: (i) require the Supplier to repair or replace the rejected Supplies at the Supplier's own risk and expense within 10 calendar days from the date of sending of such request by Buyer; and/or (ii) require the Supplier to refund the Price (defined below) of the rejected Supplies in full including any costs incurred by Buyer in relation to the rejected Supplies such as but not limited to transportation and storage costs; and/or (iii) pay penalties as stated in the Specific Terms; and/or (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Supplies that are non-compliant with the Agreement.

5.3 If the Supplier fails to repair or replace rejected Supplies or supply the volume shortage in accordance Article 5.2, Buyer may, at its own discretion and without affecting its other rights under this Agreement, obtain replacement Supplies from a third party supplier, or have the rejected Supplies repaired by a third party, and the Supplier shall reimburse Ontex for the costs incurred in doing so.

5.4 The terms of this Article 5 shall also apply to any repaired or replaced Supplies.

6. WARRANTIES

6.1 Each party warrants to the other that it has full power and authority to enter into and comply with its obligations under this Agreement and neither entering into this Agreement nor the performance of its obligations under it will breach any other contract or legal restriction binding upon it or on the Supplies concerned.

6.2 Supplier warrants to Buyer that at time of delivery the Supplies shall (i) be of proper quality (i.e. show the qualities and performance which are normal in Supplies of the same type given the nature of the Supplies); (ii) be fit for the purpose held out by the Supplier or made known to the Supplier by Buyer; (iii) be free from defects in design, materials and workmanship and not be injurious to the health or safety of any person using or handling the Supplies in question for any reasonably foreseeable purpose; (iv) not, directly or indirectly, i.e. when fitted into Buyer's products, infringe upon the intellectual property rights (including but not limited to inventions, author rights, software protection rights, database rights, trademarks, trade names, (unregistered) design rights, patents, utility models, know-how or trade secrets and hereinafter referred to as "Intellectual Property Rights") of any third party; and (v) be provided by qualified personnel.

7. PRICE

7.1 The purchase price of the Supplies ("Price") is specified in the Specific Terms or the Order.

7.2 The Price includes all the costs and charges in relation to the purchase of the Supplies, such as but not limited to costs of transportation, cost of loading and unloading, costs of packaging, insurance and taxes (where applicable).

7.3 The Price is exclusive of any VAT properly chargeable in accordance with applicable laws. VAT shall be invoiced at the rate properly chargeable in respect of the Supplies purchased subject to the Supplier providing a valid tax invoice or other documentation as may be required by any applicable law.

7.4 Supplier shall provide all such evidence as Buyer reasonably requests to verify invoices submitted by the Supplier. In addition, the Supplier shall, on request, allow Buyer to inspect and take copies of (or extracts from) all relevant records and materials of the Supplier relating to the delivery of the Supplies as may be reasonably required to verify such matters.

7.5 If Buyer fails to timely pay any overdue and undisputed amount under this Agreement, Supplier shall be entitled to serve Buyer written notice of its intent to charge an interest rate equal to 4% per annum from the 21st calendar day following Buyer's receipt of such notice until the date of payment in full. Such notice shall contain a copy of all relevant invoices.

8. PAYMENT TERMS

8.1 Each invoice shall be issued (electronically) upon delivery of the Supplies at the earliest and no later than 30 calendar days following the delivery of the Supplies.

8.2 Any undisputed invoiced amounts shall be paid to the Supplier, to the extent permitted by the applicable law, within 90 calendar days following the receipt of a valid invoice. Unless otherwise specified in the Specific Terms, all amounts due hereunder shall be calculated and payments made in Euros, at the exchange rate that is applicable on the invoice date.

8.3 A full or partial payment of the Supplier's invoices by Buyer (i) shall be without prejudice to any claims or rights which Buyer may have against the Supplier under this Agreement or otherwise, and (ii) does not constitute an acceptance by Buyer that the Supplies or any part thereof conform to any of the terms of this Agreement.

8.4 If Buyer disputes any amount invoiced, it shall inform the Supplier of the nature of the dispute giving all relevant details. Pending the resolution of the dispute Buyer shall be entitled to withhold payment of the invoice.

8.5 Only Buyer is entitled to set off any undisputed amount the Supplier owes to Buyer against any amounts payable by Buyer under this Agreement.

9. INSURANCE

9.1 The Supplier shall at its own cost be solely responsible for taking out and maintaining in force, during the entire duration of this Agreement and for a term of at least 2 years after its termination pursuant to Article 13, policies of insurance covering all relevant liability, included but not limited to professional liability and product liability, which may be incurred by the

Supplier arising out of the acts or omissions of the Supplier, its personnel or its subcontractors in connection with this Agreement.

10. FORCE MAJEURE

10.1 If an event beyond the control of a party that could not be foreseen or prevented renders the performance of some or all of its obligations under this Agreement impossible (and such an event shall include being unable to, in relation to the Buyer, receive, inspect, accept or use Supplies) ("**Force Majeure Event**"), that party shall be excused from performance of those obligations for the period of time for which it is affected.

10.2 Where a party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, that party shall (i) use all reasonable endeavors to mitigate the effect of the Force Majeure Event and (ii) notify the other in writing as soon as reasonably possible, with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration.

10.3 It is agreed by the parties that it shall not constitute a Force Majeure Event for the Supplier: (i) a strike, lock out or labor dispute by the Supplier's personnel; (ii) power brownouts and blackouts (other than those having a nationwide impact), shortage of materials, equipment, labor or supplies; and (iii) an event where a reasonable supplier, after the exercise of reasonable due diligence, could have foreseen and provided for the cause in question.

11. CONFIDENTIALITY

11.1 Buyer may disclose or make available to Supplier confidential information in any form relating to its business or that of any Ontex Group company, including information about or relating to the business, affairs, customers, clients, products, specifications, business ideas, innovations processes, strategies and marketing, or the terms or conditions of or the fact that it has entered into this Agreement.

11.2 For five (5) years following disclosure and notwithstanding any termination of this Agreement, Supplier shall treat such information as confidential information and shall not disclose such information to any third party without Buyer's prior written consent. The obligations in this Article 11.2 shall not apply (i) to information which is in or comes into the public domain through no fault of Supplier, or which is in or comes into the possession of Supplier without breach of this Agreement, or which was in its possession prior to disclosure, or (ii) if it is required to disclose by applicable law, by court order or by rules and regulations of a recognized stock exchange, governmental department or regulatory authority.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Each party reserves all rights, title and interest in its Intellectual Property Rights.

12.2 The Supplier hereby grants to Buyer for a worldwide, irrevocable (during the term of the legal protection of the Intellectual Property Rights), sub-licensable, royalty-free license to use, adapt and modify all Intellectual Property Rights in the Supplies and which Supplier, its employees, agents or subcontractors have acquired or may acquire in the Supplies performed in the framework of an Order. The Supplier acknowledges that the Price for the Supplies suffices as compensation for such consent for such use by the Buyer.

13. TERM AND TERMINATION

13.1 In the following cases, Buyer is entitled to terminate this Agreement, either in full or partly, regarding all or part of the Supplies, and this at its sole discretion, with immediate effect, without prior judicial intervention and without any further formality (*ipso iure*) and without having to pay any compensation or other indemnity to Supplier: (i) if Supplier is declared bankrupt; (ii) to the maximum extent permitted by law, if Supplier becomes insolvent or enters into administration; (iii) if Supplier ceases or threatens to cease to carry on its business; (iv) a change of control (i.e. a change in the legal or beneficial ownership of more than 50% of the capital or votes) of Supplier or a change of the judicial form of Supplier; (v) if Supplier does not fulfil an obligation under this Agreement, and in so far as such non-fulfilment is capable of being remedied, if this is not remedied within 10 calendar days of having been notified by Buyer of that non-fulfilment; and (vi) in case a Force Majeure Event continues or is reasonably anticipated to continue for a period of at least 30 calendar days.

14. AUDITS AND INSPECTIONS

14.1 Buyer (including its audit representatives) and, if required, their customers, consultants and other representatives have the right, and the Supplier shall provide and will procure that its subcontractors shall provide reasonable access, including reasonable assistance, to the Supplier's and/or, to the extent possible, its subcontractors' premises (including but not limited to all production sites, testing centers and warehouses) to perform audits and/or inspections.

15. DATA PROTECTION

15.1 Parties may process personal data relating to each other's employees and representatives as required for the performance of this Agreement, such as for supplier or customer management purposes.

15.2 Parties shall inform their employees and representatives that the other party processes their personal data.

15.3 In case that the Supplies would involve the processing of personal data by the Supplier on behalf of Buyer, the parties shall conclude a data processing agreement before any processing takes place, for which Buyer will provide the template.

16. MISCELLANEOUS

16.1 Supplier shall comply fully with the US Foreign Corrupt Practices Act and the UK Bribery Act and all other applicable anti-corruption, anti-bribery and sanctions laws and regulations, including those in the jurisdiction in which Buyer is registered.

16.2 Supplier confirms having received a copy of Ontex's quality requirement agreement as well as the suppliers code of conduct and agrees to comply fully with it.

16.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. If parties agreed upon the application of INCOTERM(S) in the Specific Terms, the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce applicable to those INCOTERM(S) shall supplement this Agreement.

16.4 Any amendment, waiver or modification to this Agreement shall be effective only when made in writing and signed by duly authorized representatives of both parties.

16.5 Each of the provisions of the Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, in any respect it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement or the remaining parts of that provision.

16.6 Only Buyer has the right to assign, transfer, novate or deal in any way with all or any part of the benefit of, or its rights or obligations under, this Agreement to any of its affiliates or associated companies upon written notice to Buyer.

16.7 No waiver by Buyer of any breach of this Agreement by Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.8 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration shall remain in full force and effect.

16.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Buyer's country of incorporation, without giving effect to any choice-of-law or conflict-of-laws rules or provisions, foreign or international, including the United Nations Convention on Contracts for the International Sale of Goods (1980), that would cause the laws of any other jurisdiction to be applicable.

16.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Buyer's country of incorporation.

16.11 All notices to be given under this Agreement shall be in writing in the English language.

16.12 Any agreement comprising this Agreement shall be executed by way of electronic signature, and the resulting PDF shall be deemed an original for all purposes. At the request of a Party, the agreement may be executed in as many counterparts as there are Parties, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.