

Terms & Conditions for the Purchase of Products / Services

The "Agreement" between you ("Supplier") and Cowboy ("Buyer") (collectively "Parties") comprises: these terms ("Terms") or Cowboy Purchasing Agreement or other Cowboy contract; and any and all relevant purchase orders ("PO") requesting or specifying a supply of services ("Services") or products ("Products") (together "Services/Products"). Supplier is further defined to mean a vendor, contractor or supplier depending on the work contemplated in the PO. Buyer's use of the goods and services shall be governed by the Agreement and thus any other general terms and conditions of sale which Supplier seeks to impose or incorporate, including in any click-through, wrappers, quotations, order acknowledgments, invoices, delivery notes, online terms, or other communications or documents, or which are implied by law, trade, custom, practice or course of dealing, are rejected by Buyer and of no force and effect, unless expressly agreed by both Parties.

1. Supply of Products and/ or Services

1.1. The Supplier shall supply to the Buyer, the Products and/ or Services in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/ Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.

1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/ Services.

1.4. Supplier shall mark all containers with necessary lifting, handling and shipping information and also PO numbers, release numbers, dates of shipment, and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment. No partial or complete delivery shall be made prior to the date or dates shown unless Buyer has given prior written consent

1.5. Supplier undertakes to make spare parts for after-market use available to Buyer for a duration of five years after the termination of the Agreement. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall provide such reasonable transfer assistance to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.

2. Ordering

2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt. The Buyer may cancel a rejected PO in whole or in part.

2.2. Where any correspondence (including emails) specifies a volume of Products/ Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in a Cowboy contract.

2.3. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.

3. Delivery, Non-Performance & Indemnity

3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/ Services at the agreed time; (b) the Products/ Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to customers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).

3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/ Services and/or require the Supplier to re-supply non-conforming Products/ Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services.

3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall: (a) provide reasonable assistance to the Buyer in developing and implementing a strategy; (b) where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

3.4. No Supplier shall voluntarily initiate any Recall of any Cowboy products without the prior written consent of Cowboy, unless required by legal obligation.

3.5. The Supplier shall be liable for, and shall indemnify, defend and hold Cowboy harmless from and against all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/ Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.

3.6. The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

4. Price and Payment

4.1. The price for the Products/ Services shall be as set out in the Agreement ("Price"). The Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.

4.2. Payment terms are 60 days from receipt of invoice or receipt of Products/ Services if later, except as specified otherwise in the PO or Cowboy agreement or if restricted under mandatory Applicable Laws.

4.3. The interest charged by the Supplier to the Buyer for late payment of undisputed invoices cannot exceed the legal interest rate (as determined by the Act of 5 May 1865, modified by the Act of 27 December 2006) and will only be due as from 5 working days from the receipt of a notice of default from the Supplier stating the amount due, the date of the original invoice and the associated Purchase Order number.

5. Warranties, Representations, Undertakings and Indemnities

The Supplier represents, warrants and undertakes to the Buyer that:

5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

5.2. at the time of provision and for the maximum period allowed by applicable law, otherwise stated in the PO, the Products/ Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications"), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;

5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold Cowboy harmless from and against all losses incurred in connection with such claim;

5.4. the applicable Products/ Services supplied comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/ Services in compliance with Applicable Laws.

5.5. Supplier shall be liable for and defend, hold harmless and indemnify Buyer, directors, officers, employees, agents, and any third party (the "Indemnitees") against any and all claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses (including without limitation reasonable attorney fees) of every kind whatsoever, asserted against or incurred by the Indemnitees as a result of or in any way connected with a defective workmanship, unsafe Products, non-conforming Goods or Services, direct or indirect breach of contract or breach of the Warranties by Supplier or Supplier's negligence or Supplier's failure to comply with laws and regulations.

5.6. Supplier shall grant full cooperation and disclosure to the Buyer in case claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses (including without limitation reasonable attorney fees) of every kind whatsoever, connected with a defective or unsafe Products, non-conforming Goods or Services, in order to discover the issues or problems underlying the claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses.

6. Anti-Bribery Compliance, Code of Conduct and Conflict Minerals

6.1 Supplier undertakes that: (a) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way

connected with the Supplier's relationship with Cowboy under this Agreement or otherwise; (b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Cowboy which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation; (c) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly; (d) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.

All entities of the Supplier group shall comply with these requirements. Further, Supplier undertakes to notify Cowboy if it learns of or has reason to believe that any breach of any such obligation has occurred. If any member of the Supplier Group fails to meet any of the representations and/or warranties set out in (a), (b) and (c) above, then where Cowboy considers that such a breach can be remediated, Supplier shall take all further steps as reasonably stipulated by Cowboy to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again. Where concerns arising out of the breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, Cowboy reserves the right to terminate this Agreement with immediate effect. In the event that Cowboy terminates this Agreement under this provision, without prejudice to any charges owing or any other preexisting liabilities, no member of the Supplier Group shall be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

6.2. Supplier shall comply with: (i) any applicable laws, standards, codes and regulations (including without limitation technical standards, health and safety codes, environmental regulations (including without limitation related to REACH, ROHS, WEEE, Batteries & accumulators) and import and export control regulations), which apply to the Goods and Services ordered by Buyer; (ii) the latest version of the RBA (Responsible Business Alliance) Code of Conduct (available through <http://www.responsiblebusiness.org/standards/code-of-conduct/>).

6.3. Supplier must complete a questionnaire, provided from time to time by Cowboy, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products. If requested by Cowboy based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year.

7. Subcontractors

Prior to the utilization of subcontractors, Supplier shall first obtain prior written consent from Buyer and ensure that all subcontractors execute written agreements with Supplier containing provisions necessary to comply with the terms of the Agreement. Supplier shall at all times ensure that all Products or Components thereof are fully traceable and shall be responsible for the acts and omissions of subcontractors and personnel directly or indirectly employed by them and the performance of all the Services, whether performed by Supplier or its subcontractors. Purchases of parts and materials to comply with a PO shall not be construed as subcontracts. The Agreement shall not give rise to any contractual relationship between Buyer and a subcontractor to Supplier. Supplier shall indemnify Buyer and hold Buyer harmless against all losses, damages, expenses and costs incurred or suffered by Buyer directly or indirectly attributable to any act, omission or any supply of defective or unsafe Product or component by any subcontractor.

8. Confidentiality

8.1 The Buyer will disclose or make available to the Supplier information relating to Cowboy business or products ("Confidential Information"). The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement. The provisions of this Clause 8 shall survive termination or expiry of the Agreement for a period of ten years from termination or expiry.

8.2 Any violation of this Section 8 shall be deemed a material breach and therefore Buyer shall have the right to an injunction or other equitable relief without prejudice to any other rights permitted by law.

9. Intellectual Property Rights

9.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/ Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

9.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for Cowboy and its respective suppliers and contract manufacturers to utilize customized IP owned or licensed by Cowboy ("Cowboy IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/ Services.

9.3. The Supplier a) shall supply all Products/ Services that require Cowboy IP exclusively for Cowboy and (b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Cowboy IP (or any products which embody any Cowboy IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than Cowboy or a third party nominated by Cowboy, including co-manufacturers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Cowboy IP.

9.4. The Supplier shall ensure all defective, obsolete or excess materials containing Cowboy IP are rendered unsuitable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

10. Records, Business Continuity, Data Protection and Privacy

10.1. The Supplier shall keep appropriate records (including in respect of components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/ Services, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.

10.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.

10.3. When processing personal data, each Party must comply with applicable Data Protection Legislation (including, but not limited to the European Data Protection Legislation) at all times during the Term of this agreement.

10.4. Where the Supplier processes personal data, the Supplier shall comply with the mandatory terms set out below: (a) It shall use the personal data provided only as strictly necessary to perform the obligations as required under this Agreement and maintain written records of all categories of processing of personal data, including the subject matter, duration, nature and purpose of the processing together with the categories of data subject and types of personal data processed by the Supplier on behalf the Buyer; (b) It shall assess the need for a Data Protection Officer and have in place arrangements to ensure it protects data subjects' rights, including providing assistance to the Buyer in the event of the Buyer receiving a request to provide a data subject with access to their personal data; (c) Where it appoints sub-processors, it will ensure that any such appointment is done under written contract and that the obligations and processing carried out are consistent with the specific processing set out in this Agreement; (d) It shall not disclose or transfer the Buyer's personal data to third parties without the prior written consent of the Buyer (such consent not to be unreasonably withheld) and subject to the entity receiving the Buyer's personal data being located in a territory which is subject to a requirement to provide adequate protection for personal data under applicable Data Protection Legislation; or where the Supplier and/ or the entity has entered into the Standard Contractual Clauses or is subject to an equivalent mechanism approved by relevant authorities pursuant to applicable Data Protection Legislation, prior to receiving the Buyer's personal data; (e) It shall ensure it does not knowingly or negligently do or omit to do anything which places it or the Buyer in breach of its obligations under the Data Protection Legislation; and (f) It shall immediately inform the Buyer of any accidental, unauthorized or unlawful access, loss, destruction, theft, use, disclosure or alteration

of personal data or any other noncompliance with the Agreement (a "Data Breach") giving detailed reasons for the Data Breach and at no additional cost to the Buyer, take steps to mitigate the risk and provide any assistance that may reasonably be required by the Buyer.

10.5. The definitions below will have the following meaning: a. "Standard Contractual Clauses" means the standard contractual clauses annex to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in Third Countries (and any successor clauses); b. "personal data" means any information provided by or on behalf of the Buyer to Supplier, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation; c. "process" have the meaning given to them in the GDPR; d. "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); e. "Data Protection Legislation" means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the GDPR; (iii) any corresponding or equivalent national laws or regulations.

11. Term and Termination

11.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.

11.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability: (a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period; (b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clause 6.1; (c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days; (d) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or (e) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

11.3. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.5, 3.2, 3.3, 3.4, 3.5, 5, 8, 9, 10.1, 11.3, 12 or any clause expressed or designed to survive expiry or termination.

12. Miscellaneous

12.1. References to "Cowboy" mean Cowboy SA and any company or partnership from time to time in which either or both directly or indirectly owns or controls the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

12.2. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.

12.3. Upon request from the Buyer, the Supplier shall give the Buyer's personnel access during normal business hours to the facilities in which the Agreement is executed in order to ascertain compliance on the part of the Supplier with this Agreement.

12.4. No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.

12.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

12.6. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer as a result of the Agreement.

12.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

12.8. No one other than a party to the Agreement, their successors and permitted assignees and Cowboy upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.

12.9. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) ("Force

Majeure Event"), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

12.10. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.

13. Laws and Jurisdiction

13.1. The Contract shall be governed by and construed in accordance with the laws of Belgium, save as to conflict of law provisions.

13.2. The French-speaking enterprise courts of Brussels, Belgium shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract (including any question regarding its subject matter, existence, validity or termination and including non- contractual disputes or claims).

13.3. Cowboy may elect to initiate proceedings in a different jurisdiction in respect of any claim arising from proceedings against Supplier in a different jurisdiction.