

GENERAL TERMS AND CONDITIONS OF SALE MORBERN EUROPE BV

FEBRUARY 2025

Article 1. Definitions

In these general terms and conditions of sale, the following definitions apply:

1. Agreement: the agreement between Morbern and Purchaser, the General terms of sale forming a part thereof, which Agreement becomes effective through the acceptance by Morbern of the Order placed by Purchaser.
2. General terms of sale: These general terms and conditions regarding the sale of goods and services.
3. Intellectual Property Rights means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) knowhow and Trade Secret, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.
4. Morbern: Morbern Europe BV, registered in Belgium under company number 1003077493, located at the office address 11 Kouterstraat, 8560 Wevelgem, Belgium, email: europe.sales@morbern.com, telephone number: +32 (0)56 310551. Order(s): the order of Purchaser placed with Morbern to deliver the Products from Warehouse Morbern Belgium on the agreed delivery date against the price as offered by Morbern and/or confirmed in any Order confirmation.
5. Products: All goods and services offered by Morbern and supplied from Warehouse Morbern Belgium.
6. Purchaser: the Purchaser that, in the course of its trade or profession, enters or is willing to enter into an Agreement with Morbern or to whom Morbern makes an offer, completes a delivery to, or renders services.
7. Recall: any measure aimed at achieving the return of a dangerous product that has already been supplied and/or made available to consumers by Purchaser or its customer;
8. Trade Secrets is defined as information that meets all of the following requirements:
 - a. it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
 - b. it has commercial value because it is secret;
 - c. it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.
9. Warehouse Morbern Belgium: Warehouse of Morbern in Belgium at, 11 Kouterstraat, 8560 Wevelgem, Belgium, from which the Products will be supplied.
10. Litigation Fee: a lump-sum allowance for the expenses and fees of the attorney for the prevailing party, determined in accordance with the provisions outlined in the Royal Decree of October 26, 2007.

Article 2. The offer and the Agreement

1. Documentation materials in or accompanying any offer, quotation, proposal or contract in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to Morbern. Morbern will observe the utmost care in providing any statements of prices, numbers, weight, colours, pictures, performance and/or other technical specifications of the Product. Documentation, samples, drawings or models shown or provided are only indications of the Product concerned and Purchaser cannot derive any rights therefrom. Morbern does not guarantee the absence of any deviations. Morbern makes a reservation with regard to deviations or discrepancies that are regarded as tolerable or customary in the industry.
2. An Agreement is concluded only when Morbern has accepted an Order from Purchaser in writing without any reservations. Purchaser hereby waives the right to (try) to enforce delivery of orders that Morbern has not accepted in writing.
3. Within 24 hours after receipt of the order confirmation, Purchaser must notify Morbern in writing of any complaints relating to inaccuracies in the order confirmation. In case of failure to notify Morbern of complaints relating to inaccuracies, the order confirmation is binding and is deemed to give a true and accurate view of the Agreement.
4. Morbern can only be bound by changes or additions to, an expansion of and/or deviation from the Order and/or Agreement if they are confirmed by both parties in writing and followed by written confirmation by a person who is duly authorized to represent Morbern. Such changes, additions, expansions or deviations shall only be valid in respect of the specific Agreement for which they have been agreed upon.
5. If Purchaser provides or must provide any data, information, specifications and/or samples for the execution of the Agreement, Purchaser will be fully responsible for this data, information, specifications and/or samples, and the timely supply thereof. Purchaser covenants, warrants and represents that it is the beneficiary of any data, information, specifications and/or samples provided to Morbern and that the use thereof does not constitute an infringement or breach of any right belonging to third parties. Purchaser furthermore covenants, warrants and represents that this data, information or other materials are complete and correct. Purchaser indemnifies Morbern in this respect against any claims and impending claims by third parties against Morbern and the costs, including reasonable legal fees of defence against such claims.
6. Morbern has the right to change these General terms of sale unilaterally. Morbern shall inform Purchaser in writing of changes to the General terms of sale. Purchaser agrees in advance to the changes possibly made by Morbern. The changed General terms of sale will be applicable to all Orders placed by Purchaser after notification of the changed General terms of sale.

Article 3. Prices

1. The prices mentioned in the offer are not binding. Morbern is only bound to prices as confirmed in the order confirmation.
2. The price for the Product as mentioned in the offer are net cash, without reduction and exclusive of VAT and any other taxes, duties, levies, costs and charges, including delivery charges.
3. Any changes in factors affecting the price or Morbern's additional costs, including, but not limited to purchase prices, labour costs, prices of (raw) materials, exchange rates, import and export duties and other levies due upon import or export, insurance rates, freight rates and other levies or taxes after the conclusion of the Agreement, entitles Morbern to adjust the prices. These price adjustments are however only possible up to a maximum of 80% of the final price and to the extent that the price adjustment refers to parameters representing real costs. Each parameter is applicable only to that part of the price corresponding to the costs it represents. If Morbern adjusts the prices based upon this Article 3(3) with more than 10%, the Purchaser is entitled to annul the Orders for which such price increase applies within a limited term of 10 days after notification of such price increase.

Article 4. Delivery

1. Morbern will suitably pack and mark the Products.
2. Purchaser bears the risk of the sold products from delivery onwards. Unless agreed otherwise, delivery is made EXW (ex works) Incoterms 2010, Warehouse Morbern Europe. Transfer of ownership of the sold Products is effected under the conditions precedent of payment by placing the sold Products merely under the control (and not in the possession) of Purchaser upon delivery. Ownership of the goods remains vested in Morbern in accordance with the provisions in Article 5, until Purchaser has paid the amounts owed to Morbern in full.
3. Any agreed delivery time or lead-time of the Product will not be considered as absolute or fatal, unless agreed otherwise in writing. Morbern shall endeavour to execute the Agreement within the term agreed upon and shall forthwith notify Purchaser in case of an expected delay. For exceeding of any delivery time by Morbern, Purchaser will not be entitled to any damages unless such delay is attributable to Morbern's wilful misconduct or gross negligence, nor will Purchaser be entitled to suspend, dissolve or terminate the Agreement. In case of a late delivery or late completion of the Order, Morbern will only be in default upon notification of default in writing, which provides Morbern with the opportunity to perform its obligation to deliver the Products ordered within 14 days after receipt of the notification of default.
4. The delivery time commences on the date that the Agreement is concluded. If Morbern requires information, data and/or auxiliaries for the execution of such Agreement that have to be provided by Purchaser, the delivery time will start to run on the date that all required information, data and/or auxiliaries are in the possession of Morbern.
5. At Morbern's first request, Purchaser is required to take receipt of the Product purchased. If Purchaser does not take receipt of the purchased Product at Morbern's first request, Morbern will hold the sold Product for the account and risk of Purchaser.
6. Purchaser is responsible for the importation of the Products by Purchaser. Any tariffs, deposits or any other payments, or licenses or other requirements shall be the Purchaser's responsibility and shall not affect the performance of the Agreement.

Article 5. Retention of title

1. Notwithstanding the actual delivery, the title to the Product will pass to Purchaser only after it has fully paid any amounts in connection with the Product delivered or to be delivered and due to Morbern, including the purchase price, any surcharges, interest, taxes and expenses that may be due in accordance with the Agreement and as well as any activities that may have been performed or are to be performed by virtue of the Agreement. The subject of retention of title will be for the account and risk of Purchaser.
2. As long as the title to the Product has not passed to Purchaser, Purchaser shall not be entitled to sell or deliver the Product to third parties or have third parties use them, to pledge them or otherwise encumber them in any way or position them out of its control. Purchaser may resell the Product supplied in the normal conduct of its business operations if the claim for payment of the purchase price due by the third party is pledged to Morbern.
3. Purchaser is obliged to preserve and store the Product delivered by Morbern that is subject to retention of title carefully and as Morbern's recognizable and identifiable property and have this Product insured against the normal business risks. Upon Morbern's first request to that effect, Purchaser is obliged to assign any and all rights towards the insurers involved to Morbern or pledge its claim by virtue of the aforementioned insurance policy to Morbern.
4. If and as long as Morbern is the owner of the Product, Purchaser shall notify Morbern without delay in the event that any part of the Products should be lost or damaged, or in the event that the Product should be seized and/or other claims are laid on (any part of) the Product. Furthermore, Purchaser shall inform Morbern upon its first request where the Product in respect of which Morbern has retained its title, is located. The costs related to the lifting of the seizure/claims will be for the risk and account of Purchaser.
5. Morbern shall at all times be entitled to reclaim the Product delivered to Purchaser that is subject to retention of title, without any notice of default being required in case Purchaser has not fulfilled its obligations or Morbern expects that Purchaser will not fulfil its obligations. Purchaser unconditionally and irrevocably gives permission and shall lend every co-operation to Morbern or to a third party designated by Morbern, to enter all locations where Morbern's property will be located and to remove sold property of Morbern if and when Morbern wishes to exercise its rights of ownership. The costs of such reclaim will be for the account of Purchaser.

Article 6. Invoicing and payment

1. Purchaser is obliged to make payment in Euro without deduction, suspension, set-off or discount, by means of a wire transfer in the name of Morbern to the account mentioned on the invoice.
2. Morbern will prepare an invoice and will send it to Purchaser. The parties hereby agree that Morbern may send the invoices to Purchaser by post and/or email.
3. Purchaser must notify Morbern in writing of any complaints relating to invoice within 10 days after the date of the invoice, giving a description of the complaints, in the absence of which Purchaser will forfeit its rights in this respect.
4. The agreed-upon term of payment is final. As from that date, Purchaser shall be obliged to pay the statutory commercial interest applicable in Belgium at that time (Law of August 2, 2002 on combating late payment in commercial transactions) increased with an additional 2% surcharge over any outstanding amounts until full payment is received without any further notice of default being required. After the end of each month the amount on which interest is due shall be increased by the interest due for that month.
5. All extra-judicial and judicial costs, internal as well as external, incurred by Morbern, where Morbern has become involved in any way in a judicial procedure against Purchaser, as plaintiff or defendant, will be borne by Purchaser. The extra-judicial collection costs will be determined in accordance with the graduated calculation of extra-judicial collection costs. The judicial costs will be set at the actual amount paid by Morbern relating to the proceedings, even where these costs exceed the liquidated legal costs. The Purchaser shall not be liable for payment of a fee exceeding the Litigation Fee for the engagement of Morbern's lawyer.
6. Morbern shall at all times be entitled (i) to require Purchaser to give proper security for the performance of all its obligations under the Agreement in a manner as will be deemed sufficient by Morbern or (ii) to demand that Purchaser pays the purchase price for the Product in advance. Failing immediate provision of such security or advance payment, Morbern will be entitled to suspend further execution of the Agreement until Purchaser will have provided the required security or payment in advance.

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Article 7. Warranty and non-conformity

- The warranty for the duration of three (3) respectively two (2) years as mentioned below in Article 7.2, shall only apply to the Product Morbern branded Vinyl Coated Fabric. Further, the warranty is only applicable i) to the Products sold as first quality, ii) to the original Purchaser, purchasing the Products directly from Morbern; and cumulatively iii) for supplies of Products supplied to a purchaser in the EU, EFTA, Turkey, Asia, Africa, Middle East, Indian Ocean and Oceania.
- Morbern covenants, warrants and represents that the delivered Product is (i) in conformity with the specifications, (ii) free from defects in materials and workmanship and (iii) in conformity with good manufacturing practices for a period of: i) five (5) years following the date of delivery of the Products for the Products manufactured by Morbern at its own factory, in Canada and supplied to a purchaser in the EU, EFTA, Turkey, Asia, Africa, Middle East, Indian Ocean and Oceania. or ii) two (2) years following the date of delivery of the Products for Products manufactured by Morbern's subcontractors, and cumulatively supplied to a purchaser in the EU, EFTA, Turkey, Asia, Africa, Middle East, Indian Ocean and Oceania.
- Immediately upon delivery, Purchaser is obliged to carefully inspect the Product delivered (or cause the Product to be inspected), taking into consideration the nature of the Product.
- Morbern shall be informed in writing of any complaints concerning the Product, specifying (i) the Product concerned, (ii) the date of purchase and (iii) the nature of the defect ('FIR'). In case of visible deficiencies in the Product and/or failing quantities of the Product, Purchaser must submit a FIR to Morbern within 10 days after delivery of the Product and record these deficiencies and/or shortfalls on the relevant transport document. If the defect or failure was not in reasonableness and fairness detectable during the inspection, a FIR must be sent to Morbern within 10 days after the date on which the shortcomings and/or shortfalls became known or might reasonably have been expected to become known to Purchaser.
- Any failure by Purchaser to inspect the Products in conformity with Article 7.3 and/or to declare default within the time specified above in conformity with Article 7.4, shall result in the loss of any claims or entitlements whatsoever in this respect, including invalidity or loss of a warranty claim.
- The cutting or the processing in any manner of any Products delivered constitutes acceptance of the same and a waiver of any claim for any non-conformity.
- Purchaser cannot claim the non-conformity of a Product in case of and/or the warranty does not cover or apply to (the following causes of damage or defects):
 - minor or one or more deficiencies or deviations for quality, quantities and/or specifications, which fall within the levels of tolerance as accepted in good commercial practice or considered to be customary in the sector of Morbern;
 - the Product has been used for a purpose other than that for which it normally or specifically is intended;
 - the Product, in the opinion of Morbern, has been used, mixed, treated, processed, preserved, stored or transported injudiciously;
 - normal wear and tear;
 - damage is caused by negligence of Purchaser or any third party, by having acted contrary to Morbern's instructions, indications and advice and/or incorrect usage or misuse, including, but not limited to, use of cleaning products not specially recommended by Morbern;
 - repair or modifications carried out by persons not authorized by Morbern;
 - defects ensue from any government regulation with regard to the Product or the manufacturing or use thereof;
 - unsuitable environmental conditions, excessive or inadequate heating or excessive air conditioning or other irregularities;
 - unsuitability or failure of other components or products or unsuitability of surfaces or property in the possession or for risk of Purchaser in or on which the Product is processed, incorporated and/or used;
 - defects or damage caused by, arising out of or related to the cutting, incorporating and/or processing of the Product by Purchaser.
- Discolouring due to contact with mildew growth from adjacent components, i.e. "Pink staining", bleeding from adjacent components, contact with suntan lotion, or interaction with adjacent urethane foam is excluded from the warranty.
- Physical or chemical characteristics or qualities are not guaranteed except in the extent specifically provided in the Agreement and/or herein.
- Except where the parties have agreed otherwise in writing, the Product is not fit for any particular purpose or use and does not possess any particular qualities, and Morbern will accordingly not be liable for any such lack of conformity of the Product.
- The warranty shall not apply in case Purchaser has not fulfilled its obligations towards Morbern, financially and/or otherwise.
- In the event of a justified warranty claim during the warranty period or justified claim of non-conformity and a timely notification thereof in writing, Morbern shall at its sole discretion, replace the non-conforming Product with a conforming Product free of charge delivered EXW Incoterms 2020, Warehouse Morbern Belgium, unless agreed otherwise in writing, or send a credit invoice as soon as reasonably practicable. Where required by law, goods are covered by the legal warranty of conformity (Articles 1649bis to 1649nonies of the old Belgian Civil Code) and by the warranty of hidden defects (Articles 1641 to 1649 of the old Belgian Civil Code). Morbern is not responsible for any removal, installation, processing or transportation cost, unless explicitly agreed otherwise in writing.
- If Morbern delivers Products to Purchaser that Morbern has obtained from its supplier(s), Morbern shall never be bound by any warranty or liability towards Purchaser that extends beyond the warranty or liability that Morbern can claim of its supplier(s).
- The Products must be made available to Morbern for examination upon first request, freight pre-paid by Purchaser. Purchaser shall not be entitled to return any Product without a Material Return Authorization of Morbern.
- Purchaser's exclusive remedy and Morbern's total liability for breach of the warranty provided above and/or in case of non-conformity shall be those set forth in Article 7.12. Purchaser explicitly waives all other rights or claims it may have against Morbern under the applicable law.

Article 8. Liability and damages

- The parties have agreed that, in view of the nature of their legal relationship, the financial capacity of both parties and the price of the Products supplied, awarding full damages would lead to evidently unacceptable consequences. The limitation of liability set out in this Article 8 will only be inapplicable if the damage results from the gross negligence or willful misconduct of (the management of) Morbern.
- Except as otherwise provided herein, in the event of any liability of Morbern hereunder regardless the cause in law, the amount of damages shall in any case be limited to the amount

that Morbern receives from its insurer under its commercial liability insurance in relation to the damage for which Purchaser has held Morbern liable, minus the amount of excess due by Morbern.

- If no insurance payments are made in relation to the damage in question, the liability of Morbern is limited to the purchase price actually paid to Morbern in respect of the supplied Product that caused the damage.
- In no circumstances will Morbern be liable to Purchaser for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages caused by customers, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way from the Agreement or otherwise.
- Save where performance by Morbern is permanently impossible, Morbern's liability on the grounds of imputable failure to comply with the Agreement or otherwise arises only if Morbern receives notice of default in writing from Purchaser immediately, in which a reasonable period of fourteen days (minimum) is allowed to remedy the failure, and Morbern remains in default of its obligations after the aforesaid period.
- Any claim for damages against Morbern is extinguished automatically twelve months after the inception of the claim.
- Purchaser indemnifies Morbern against any claims and impending claims by third parties against Morbern, the costs (including reasonable legal fees) of defence against such claims, and any obligations Morbern has to third parties if such claims, costs and obligations are based on, arise from or in connection with any act or omission or any use of the Product by Purchaser or any third party engaged or employed by Purchaser and/or any failure to properly perform the terms of the Agreement.

Article 9. Dissolution

- Any claim of Morbern against Purchaser may be demanded immediately and in full and Purchaser will be in default by operation of law in the event that Purchaser:
 - commits a breach of any of the terms or conditions of these General terms of sale, the Order(s), Agreement or any other agreement made pursuant to the provisions hereof and such breach cannot be cured or is not cured within fourteen (14) days after written notice specifying the default;
 - becomes bankrupt, requests suspension of payment, is declared commercially incompetent by order of the court, enters into liquidation, compounds with its creditors, is unable to pay its debts as they mature or is involved in any insolvency or reorganization proceedings supervised by a court.
- In the event of a situation as described in this Article 9.1, Purchaser waives the right to rely on set-off against any claim Purchaser might have against Morbern.
- In the event of a situation as described in this Article 9.1, without being obliged to pay any damages, Morbern is entitled to suspend its obligations under the General terms sale, pending Orders and/or Agreement and/or (fully and partial) dissolution of the Agreement and/or pending Orders.
- Purchaser waives its right to dissolve the Purchase Order and/or Agreement.

Article 10. Recall

- Purchaser is responsible for fulfilling its obligations under or arising from all applicable local and EU laws and regulations on product safety, including but not limited to Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety.
- All costs and expenses in relation to the execution of a Recall by Purchaser of resold Products or its own products in or on which the Products are processed and/or attached, shall be borne by Purchaser, unless the Recall is due to i) a defect of the Product ii) not attributable to Purchaser and/or the processing and/or incorporation of the Product by Purchaser or at its risk and iii) an act or omission of Morbern in violation of a duty imposed by law or of what according to unwritten law has to be regarded as proper social conduct, always as far as there was no justification for this behaviour and the act or omission results from Morbern's fault. Only the actual and necessary costs incurred can be reimbursed and only if Purchaser can provide Morbern with a detailed list of the costs and proof that these costs are or were necessary and reasonable and that Purchaser has tried to minimize these costs as much as possible.
- Purchaser indemnifies Morbern against all claims asserted and exercised against Morbern, costs, losses or damage connected with and/or resulting from and/or arising any way from a defect Product that has been processed or incorporated in any way by Purchaser and/or a defect product of Purchaser in which the Product has been incorporated and/or a Recall that results from Purchasers' fault or from a cause for which Purchaser is accountable by virtue of law or generally accepted principles (common opinion).
- If Purchaser is of the opinion or has a reason to assume that a Product does not fulfill applicable safety regulations and/or is defect, Purchaser is obliged to do whatever is necessary and everything possible to prevent losses or damage to Morbern, itself or third parties, or, if this is not possible, mitigate or limit the losses or damage, including by the immediate discontinuation of usage, treatment or processing of the Product and acting in compliance with all applicable law and regulations.
- In the event of an incorrect notification by Purchaser to Morbern and/or the relevant competent authorities that a Product does not comply with safety regulations and/or, after an investigation by Morbern, Morbern establishes that the Product does comply with the relevant safety regulations, the costs incurred by Morbern due to the notification of the defect and/or non-conformity of the Product by Purchaser, including costs of a Recall and research costs incurred to determine the safety and/or conformity of the Products, are for the risk of and shall be borne by Purchaser. Further, Purchaser, in that event, will be liable for all damage to Morbern caused by the notification of defect, including damage to the reputation, brand-image, trademark and/or trade name of the Products and/or Morbern and/or consisting of the loss of customers.
- Morbern cannot be held liable for actions, damages, losses, costs and/or expenses that Purchaser makes or incurs in the event of, following or because of a mere notification or warning by Morbern, whether, in retrospect, justified/rightly or not, that a Product does or may not comply with safety regulations, unless as otherwise provided in these General terms of sale.
- Purchaser is obliged to immediately inform Morbern in writing of a forthcoming or expected Recall and provide Morbern with all information requested by Morbern.
- Unless the applicable laws and/or regulations prescribe Purchaser to do so, Purchaser may not communicate to third parties about a Recall in relation to the safety of the Products. If and to the extent that Purchaser on the basis of applicable law and/or regulations, is obliged to provide the competent authorities and/or consumers with any information, Purchaser is obliged to provide the information to Morbern prior to the disclosure of the information to the competent authorities and/or consumers and align the information with Morbern.

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Article 11. Force Majeure

1. Except for Purchaser's payment obligations under the Agreement, nonperformance under the Agreement or these General terms of sale will be excused, and neither party will bear any resulting liability to the other, to the extent that such performance is rendered commercially impracticable or delayed by or resulting from a case of force majeure.
2. Force majeure on the side of Morbern is, without limitation, understood as being an act or event beyond the reasonable control of Morbern, its agents or contractors, affecting the performance by Morbern of its obligations under the Agreement and/or these General terms of sale, including, without limitation, strikes or other labour disruptions, scarcity or unavailability of labour or materials, shortage of supply, fires, wars, civil insurrections, acts of Governments or Governmental agencies, transport problems and unavailability of means of transportation or energy, electronic failures or malfunctions, accident or breakdown of plant or machinery, failure by a utility provider (including electricity, gas, network or telecom provider), failure by a subcontractor to provide services or goods and any actions or omissions of third parties beyond reasonable control of Morbern.

Article 12. Confidentiality

1. Purchaser warrants protecting the confidentiality of all Trade Secrets, including but not limited to all business information stemming from Morbern or one of its subsidiaries that Purchaser has acquired in any way.
2. Purchaser shall not acquire, use or disclose the Trade Secrets of Morbern outside the scope of the Agreement and/or Orders and keep secret the Trade Secrets of Morbern.
3. Purchaser shall disclose the Trade Secrets only to its employees, affiliates, independent contractors or other (third) parties who have a need to know such information to fulfill the obligations of Purchaser under the Agreement and/or Orders and under the condition that such employees, affiliates, independent contractors or other (third) parties have entered into an obligation to not acquire, use or disclose the Trade Secrets under the terms of a written agreement which is no less restrictive or comprehensive than this Article 12.
4. In case of unlawful acquisition, use or disclosure of Trade Secrets the competent judicial authorities may, at the request of Morbern, order one or more of the following measures against the infringer:
 - a. the cessation of or, as the case may be, the prohibition of the use or disclosure of the Trade Secrets;
 - b. the prohibition of the production, offering, placing on the market or use of infringing goods, or the importation, export or storage of infringing goods for those purposes;
 - c. the adoption of the appropriate corrective measures with regard to the infringing goods at the expenses of the infringer, such as:
 - recall of the infringing goods from the market;
 - depriving the infringing goods of their infringing quality;
 - destruction of the infringing goods or, where appropriate, their withdrawal from the market, provided that the withdrawal does not undermine the protection of the trade secret in question.
 - d. the destruction of all or part of any document, object, material, substance or electronic file containing or embodying the Trade Secret or, where appropriate, the delivery up to the applicant of all or part of those documents, objects, materials, substances or electronic files at the expenses of the infringer.
5. In case of unlawful acquisition, use or disclosure of Trade Secrets the competent judicial authorities may in the proceedings on the merits, at the request of Morbern order the infringer to pay an amount of EUR 50.000,-- per infringement of the obligation stated in this Article 12 and/or pay Morbern damages appropriate to the actual prejudice suffered as a result of the unlawful acquisition use or disclosure of the Trade Secret. When setting the damages referred to in this Article 12, the competent judicial authorities shall take into account all profits, which Morbern has suffered, any unfair profits made by the infringer and, in appropriate cases, element other than economic factors, such as the moral prejudice caused to Morbern by the unlawful acquisition, use or disclosure of the Trade Secrets.

Article 13. Intellectual Property Rights

1. The Parties have invested in acquiring, developing and applying Intellectual Property Rights.
2. Parties protect access to, and exploit, their existing background Intellectual Property Rights. In order to enable the purpose of this Agreement and further agreements resulting therefrom in order to fully exploit the joint business opportunities the Parties consider the use of their existing background Intellectual Property Rights as being essential. However Parties are only willing to use their existing background Intellectual Property Rights if the other Party agrees not to infringe, acquire or use the existing background Intellectual Property Rights of the other Party outside the scope of this Agreement for its own advantages or to acquire, apply for, or register new arising foreground Intellectual Property Rights which are based upon the existing background Intellectual Property Rights of the holder.
3. Nothing in this Agreement shall constitute, or deemed to constitute, a transfer of any existing background Intellectual Property Right. No licenses or rights with regard to the existing background Intellectual Property Rights are granted or are to be implied by this Agreement.
4. The Parties shall immediately notify each other of any new arising foreground Intellectual Property Rights. New arising foreground Intellectual Property Rights means any and all Intellectual Property Rights relating to the generated or originated directly or indirectly from the existing background Intellectual Property Rights by any of the Parties after the date of signing this Agreement. The new arising foreground Intellectual Property Rights will be allocated to the ownership of the holder of the existing background Intellectual Property Rights on which the new arising Intellectual Property Rights has been based or with which it forms a consistent whole. If the new arising foreground Intellectual Property Rights are based upon or forms a consistent whole with the existing background Intellectual Property Rights of both Parties, then Parties will share joint ownership of this new arising foreground Intellectual Property Right or Parties will grant each other a complete and irrevocable exclusive royalty free license to use the arising foreground Intellectual Property Rights in the production and/or sale of their own products.
5. Where article 11.4 implies any shift of ownership, this Agreement will be considered a deed of transfer. As far as necessary, the transferring Party will execute all formalities to ensure that the new arising foreground Intellectual Property will be transferred to and can be registered (if possible) in the name of the holder of the existing background Intellectual Property Rights.

6. Parties undertakes not to infringe or to attack or to challenge the existing background Intellectual Property and/or the new arising foreground Intellectual Property Rights of the other Party in any way, directly or indirectly, by use or otherwise and acknowledges that the holder of the existing background Intellectual Property Rights is the beneficiary with regard to the existing background Intellectual Property and the new arising foreground Intellectual Property Rights which has been based upon or which forms a consistent whole with the existing background Intellectual Property.
7. Parties shall refrain from acting or allowing any third party to act in such a way that could or might invalidate or be inconsistent with any ownership rights regarding the Intellectual Property Rights of the other Party.
8. Parties shall notify each other immediately of any infringement of the Intellectual Property Rights of the other Party.
9. In case of unlawful acquisition, use or disclosure of Intellectual Property Rights the competent judicial authorities may in the proceedings on the merits, at the request of the persons authorized to such Intellectual Property Rights as holder or (sub)licensee, order the infringer to (i) pay an amount of EUR 50.000,-- per infringement of the Intellectual Property Rights and/ or (ii) pay damages appropriate to the actual prejudice suffered as a result of the unlawful acquisition, use or disclosure of the Intellectual Property Rights. When setting the damages referred to in this article, the competent judicial authorities shall take into account all appropriate factors, such as the negative economic consequences, including lost profits, which the injured party has suffered, any unfair profits made by the infringer and, in appropriate cases, elements other than economic factors, such as the moral prejudice caused by the unlawful acquisition, use or disclosure of the Intellectual Property Rights.

Article 14. Notices

1. All notices shall be sent by registered mail, commercial overnight courier, or email, in each case addressed to the address above or to such other address as Morbern may designate by like notice from time to time. A notice served shall only have effect towards Morbern if the sending party can produce the following documents: (i) a notice of receipt if sent by registered mail, (ii) a notice of receipt if sent by commercial overnight courier, (iii) a digital receipt of successful delivery if sent by email.

Article 15. Applicable law, dispute resolution

1. Morbern and Purchaser hereby designate the Enterprise Court of Ghent, Kortrijk division, ('Designated Court') on an exclusive basis to settle all disputes arising in connection with existing the legal relationship(s) between them and any (further) legal relationship(s) concluded between them, without prejudice to the right of Morbern to lodge claims to which it is entitled with (i) the Netherlands Arbitration Institute ('NAI') in accordance with the then current Arbitration Rules, for the rendering of a decision by arbitration or (ii) the court of the country in which Purchaser has its registered office or place of business (the 'Alternative Fora'), instead of via the Designated Court.
2. In the event that Morbern submits its claims to the NAI, the arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Amsterdam. The arbitral procedure shall be conducted in the English language.
3. If a case is brought before the Designated Court, then any other court/court seized at an earlier stage will stay its judgment until the Designated Court declares that it does not derive any jurisdiction from the Agreement.
4. Provisional or protective measures may only be requested at the Designated Court, without prejudice to the right of Morbern to request provisional or protective measures at the District Court that has jurisdiction in the country in which Purchaser has its registered office or place of business.
5. This Article regarding designation of jurisdiction is regarded as a stipulation that is separate from the other provisions of the Agreement. The validity of the stipulation designating the Designated Court cannot be contested solely on the ground that (an Article in) these general terms and conditions or the Agreement is not valid.
6. The legal relationship(s) existing between Morbern and Purchaser, including these General terms of sale (and the existence and validity thereof) and any (further) Agreements and/or Orders concluded between them, are governed by Belgian law.

Article 16. Conversion and text of the terms

1. In the event that particular provisions or requirements of the Agreement and/or Order are in violation of Belgian law or mandatory rules of the law of the country in which Purchaser is domiciled, the validity of other provisions or requirements shall not be affected thereby and shall be enforced and remain in full force and effect. In the place of the null or invalid provisions, a suitable regulation shall apply which approximates as closely as possible with the intention of the parties and the economic result aimed for by them in a legally effective way.
2. The English text of the General terms of sale prevails over any other translation thereof, and all versions in any other language shall be for accommodation only and shall not be binding upon the parties.