

1. Definitions

“**Confidential Information**” includes the content of the Contract and the Order, any additional information provided by wienerberger, and any information relating to a Party (or its Affiliates), including Personal Data, disclosed to the other Party in connection with the Contract, except for information that (a) was already public at that time, (b) was lawfully obtained by the receiving Party from a third party who did not receive it on a confidential basis, or (c) was independently developed by the receiving Party without breaching the Contract.

“**Personal Data**” means all personal data relating to wienerberger’s employees, customers or contractors processed by the Supplier.

“**Control**” with respect to a person or entity means the power (direct or indirect) to influence its business operations, whether through shareholding, voting rights, contracts or otherwise, and the term “Controlled” shall be interpreted accordingly.

“**Services**” the services described in the Order.

“**Goods**” the goods that are the subject of the Order.

“**Auxiliary Persons**” contractors, subcontractors, employees, directors and other parties engaged by the Supplier in performing the Order or Contract.

“**Intellectual Property**” all intellectual and industrial property rights of any kind, including patents, know-how, trademarks, trade names, copyrights (including in drawings, plans, specifications, designs, software, etc.), database rights, topography rights, and any rights to inventions, discoveries or processes, including applications for such rights, in Belgium or worldwide, together with renewals, modifications and extensions thereof.

“**International Transfer**” any transfer of Personal Data to a country outside the EEA.

“**Supplier**” the person or legal entity described as such in the Order.

“**Delivery**” the moment the Goods or Services are delivered in accordance with Articles 6.2 or 6.3.

“**Order**” wienerberger’s written acceptance of the Supplier’s offer to supply Goods or Services, or the written offer issued by wienerberger to purchase Goods or Services from the Supplier.

“**Order confirmation**” the Supplier’s acceptance of the Order.

“**Force Majeure**” the occurrence of an unforeseen and unavoidable event outside the reasonable control of the Parties, which cannot be attributed to either Party, and which makes it impossible for the affected Party to fulfil its obligations under the Contract. Force Majeure includes but is not limited to fire, explosions, power outages, earthquakes, floods, severe storms, unplanned strikes or labour disputes, embargoes, acts of civil or military authorities, terrorism, natural disasters, pandemics, failures or omissions of internet traffic services, failures or omissions of regulatory or governmental authorities.

“**Price**” the price for the Goods/Services as specified in the Order.

“**Privacy Laws**” all applicable data protection laws, including:

- 1) the General Data Protection Regulation (EU) 2016/679;
- 2) the Belgian Act of 30 July 2018 on the Protection of Natural Persons with regard to the Processing of Personal Data;
- 3) the EU Directive on privacy and electronic communications, as amended;

and the application of the aforementioned legislation by national or supranational authorities, including data protection authorities, courts and other competent bodies.

References to “**Data Controller**”, “**Controller**”, “**Data Processor**”, “**Processor**”, “**Sub-processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**”, “**Processed**” and “**Supervisory Authority**” shall have the meanings and be interpreted in accordance with the aforementioned legislation.

“**Applicable Law**” any rule of law, directive, treaty, decree (including jurisprudence), administrative directive or recommendation imposed by a public authority and/or industrial standards or codes of conduct relating to the Contract, the production, packaging and/or delivery of the Goods or the Services contained in, arising from or relating to the Contract.

“**Affiliate**” an entity in which more than 50% of the capital or voting rights are held directly or indirectly.

“**Confidential Information**” all non-public information originating from wienerberger to which the Supplier or its Auxiliary Persons gain access, before or during the execution of the Contract.

This information is set out in more detail in Article 15 below.

“**wienerberger**” Wienerberger NV, Kapel ter Bede 121, 8500 Kortrijk, KBO 0448850870, or any of its Affiliates.

2. Contract Formation

2.1 The Supplier’s offer must comply with the requirements, descriptions and specifications provided by wienerberger. Any deviation shall be explicitly stated. The offer is provided free of charge and creates no purchase obligation.

2.2 The Order constitutes an offer by wienerberger to purchase Goods and/or Services from the Supplier under the terms and conditions set out in the Order, and must be confirmed in writing by the Supplier within seven (7) days as from the date of the Order.

2.3 The contract for the supply of Goods and/or the provision of Services by the Supplier to wienerberger under the terms and conditions set out in the Order (the “Contract”) shall be formed by:

- 2.3.1. Receipt by wienerberger of the Order Confirmation.
- 2.3.2. the expiry of the period referred to in Article 2.2, as a result of which the Order shall be deemed accepted as drawn up by wienerberger, unless the Supplier has objected thereto in writing; and

2.3.3. the (commencement of the) delivery of the Goods and/or Services that are the subject of the Order. Unless otherwise agreed in the Order, these Purchase Conditions shall be the sole terms and conditions on which wienerberger purchases Goods and/or Services from the Supplier. The Purchase Conditions were provided to the Supplier in advance, enabling the Supplier to take note thereof and to negotiate them. Accordingly, the general terms and conditions of the Supplier, if any, shall not apply to this agreement or to its performance, even if such terms and conditions are printed on documents issued by the Supplier and have not been expressly contested by wienerberger.

3. Orders

3.1. wienerberger shall have the right to amend the Order for as long as the Goods have not yet been delivered or the Services have not yet been performed.

3.2. Without prejudice to **Article 3.1**, any amendment to an Order by the Supplier shall be confirmed in writing within seven (7) days as from the notification referred to in **Article 3.1**.

4. Goods.

4.1. The nature and quantity of Goods are as set out in the Order.

4.2. The Supplier shall supply all components and ancillary services requested by wienerberger in the Order, even if such components and services are not expressly specified in the Order.

4.3. The Goods shall conform to the descriptions thereof that have been made publicly available in brochures or other product descriptions by the Supplier, successive distributors in the distribution chain, or the manufacturer.

4.4. De Supplier guarantees that the Goods are:

- 4.4.1. fit for the purpose expressly or implicitly disclosed; by wienerberger to the Supplier, whereby wienerberger relies on the Supplier’s skill and judgement;
- 4.4.2. conform to their description
- 4.4.3. conform to the samples
- 4.4.4. comply with all technical specifications of the Goods described in or referred to in the Order.
- 4.4.5. Are free from defects in design, materials and workmanship and do not infringe any third-party Intellectual Property Rights;
- 4.4.6. Comply with all relevant Applicable Law;
- 4.4.7. Are formulated, designed, manufactured, labelled and packaged in such a manner as to be safe and free from health risks.

4.5. If the Order does not contain specific quality requirements, the Goods shall at least be of merchantable quality and possess the characteristics that are normally expected. They shall comply with the Applicable Law.

4.6. Any standards and drawings referred to or mentioned in the Order shall refer to the latest published version thereof, valid as at the date of the Order, unless expressly stated otherwise in the Order.

4.7. All requirements of wienerberger shall be requested by the Supplier, unless such requirements have not yet been made available.

4.8. All relevant EU directives relating to CE marking applicable to the Goods (and, where EU law is not applicable, all other relevant national and supranational legal provisions applicable in this respect) shall be complied with by the Supplier. The declaration of conformity, including the relevant documentation (in the case of non-EU Suppliers), shall be enclosed with the Delivery.

4.9. Without prejudice to wienerberger’s other rights or remedies (whether express or implied) and irrespective of whether the Goods have been accepted or not, wienerberger may, if the Goods do not comply with Article 4.3:

- 4.9.1. immediately terminate the Contract by written notice addressed to the Supplier; or
- 4.9.2. require the Supplier, at wienerberger’s discretion, to immediately repair or replace the Goods or to refund the Price of the Goods.

And, in any event, wienerberger shall be entitled to recover from the Supplier all damages, losses, costs and expenses incurred by wienerberger as a result of the non-conformity or defects of the Goods, including the costs of procuring replacement goods from another supplier.

4.10. **Article 4.3** shall apply to all repaired or replaced Goods delivered pursuant to Article 4.9.2.

4.11. wienerberger shall have the right to inspect and test the Goods prior to Delivery. The Supplier shall grant wienerberger and her auxiliary Persons access to its premises and shall ensure that the same persons are also granted access to the premises of third parties where this is necessary to carry out such inspections and tests. The Supplier shall provide wienerberger with all reasonable facilities in this respect.

4.12. If, following the inspection or testing as described in **Article 4.11**, wienerberger notifies the Supplier in writing that she is not satisfied because, in her opinion, the Goods do not comply with Article 4.3, the Supplier shall, at his own cost, take all measures necessary

- to achieve conformity. Any breach of this obligation by the Supplier shall be deemed a material breach, entitling wienerberger to terminate the Contract pursuant to Article 18.1.
- 4.13. Any inspection or testing as described in **Article 4.11** shall not in any way prejudice or affect the obligations assumed by the Supplier under this Contract.
- 4.14. Where tests in relation to the Goods are scheduled, the Supplier shall bear all costs for the required materials and for its personnel. The Supplier shall inform wienerberger in writing that the Goods are ready for testing at least one (1) week in advance, in order for the Parties to agree on a testing date. If the Goods are not available on the agreed testing date, the Supplier shall also bear the costs incurred by wienerberger's Auxiliary Persons.
- 4.15. If repeated or additional tests are required because the Goods are found to be defective, the Supplier shall bear all costs relating to personnel and materials.
- 4.16. The Supplier shall bear the costs of materials and personnel for the verification of raw materials.
- 4.17. Where the assembly or installation of the Goods, maintenance works, inspections, repairs and/or other activities relating to the Goods are carried out, or where the Supplier provides other Services, on wienerberger's sites, the Supplier shall ensure that his Auxiliary Persons comply with the safety and health measures applicable on the wienerberger sites and that they adhere to and follow all reasonable instructions issued by wienerberger in this respect
- 4.18. The Supplier shall monitor the quality of the Goods and Services and shall apply quality standards that comply with the requirements of wienerberger, the relevant Belgian and European standards, and the requirements of other competent public authorities.
- 4.19. wienerberger shall not be deemed to have accepted the Goods by the mere fact of their delivery. wienerberger shall have a reasonable period of time to inspect the Goods after delivery or, in the event the Goods suffer from a latent defect, a reasonable period of time to react after such defect has become apparent. In any event, the Supplier expressly waives his right to invoke that wienerberger should have inspected the Goods immediately upon delivery.
- 5. Specific provisions regarding the supply of hardware and software**
- 5.1. The Supplier warrants that the delivered hardware and software are not protected against copying, do not contain any expiry date or similar limitations on use, and are free from any rights of third parties. Upon delivery, a complete and comprehensible user manual shall in any event be included, in the local language of the site where delivery is to be made, and, at wienerberger's request, also in Dutch, French, German or English.
- 5.2. The Supplier grants wienerberger a transferable right to use and exploit the software without limitation, and without restriction as to place or duration.
- 5.3. The Supplier shall provide maintenance services for the hardware and/or software included in the Contract and shall keep replacement parts available for a period of up to seven (7) years after performance of the Contract. The Supplier shall periodically inform wienerberger of the most recent hardware and software releases.
- 6. Delivery**
- 6.1. The Supplier may not deliver the Goods in partial deliveries unless wienerberger has given its prior written consent thereto. Where wienerberger grants such consent, the Supplier shall invoice each partial delivery separately in accordance with Article 10.3, and wienerberger shall be entitled to exercise all rights and claims it may have (whether arising under these Conditions or otherwise) in respect of the partial deliveries or the Contract as a whole. Unless otherwise agreed in the Order, the Price for the Goods shall include all costs and expenses incurred by the Supplier for packaging, transport, insurance, delivery and unloading, and the Goods shall be delivered DDP.
- 6.2. The Goods shall be delivered DDP (as such term is defined in Incoterms® 2020) on the date and at the address specified in the Order or, if no address is specified in the Order, at wienerberger's registered office. Delivery of the Goods shall take place at the moment when (a) the Supplier has fulfilled its delivery obligation in accordance with the applicable Incoterm and (b) the Goods have been unloaded by the Supplier at the delivery address.
- 6.3. wienerberger may opt for delivery EXW (as defined in Incoterms® 2020); in such case, all charges, costs and expenses relating to export, import, customs duties, customs clearance and transport of the goods to the delivery address shall be deducted from the Price. If wienerberger elects delivery on an EXW basis, it shall inform the Supplier thereof as soon as reasonably possible.
- 6.4. Where import or export licences or third-party authorisations are required for the performance of the Order, the Supplier shall ensure that such licences or authorisations are obtained on time.
- 6.5. Risk and title to the Goods shall pass to wienerberger upon delivery, and the Goods shall be free and clear of any security interests, liens or other third-party rights.
- 6.6. The Suppliers shall ensure that:
- 6.6.1. the wienerberger entity for which the Goods are intended is notified prior to Delivery;
- 6.6.2. the Goods are packaged, labelled and dispatched in accordance with wienerberger's instructions and Applicable Law, so as to ensure that they reach their destination undamaged;
- 6.6.3. wienerberger shall, at the latest upon Delivery, receive a list of the (potentially) hazardous properties or ingredients of the Goods supplied, as well as information on any possible changes thereto. wienerberger shall be entitled to rely on such information in order to comply with its own obligations under occupational health and safety legislation and any other relevant legislation in that regard;
- 6.6.4. wienerberger shall, at the latest upon Delivery, receive all manuals and safety instructions, including clear warnings and any other information required for the correct use, maintenance and repair of the Goods; and
- 6.6.5. where the Supplier requests wienerberger to return packaging materials, such request is clearly stated on the delivery note and the packaging materials are returned at the Supplier's cost.
- 6.7. The Supplier shall ensure that the delivery conditions are complied with by the auxiliary persons appointed by the Supplier and/or its subcontractors. Any deliveries that cannot be accepted shall be stored at the Supplier's cost and risk. wienerberger shall have the right to inspect the content and condition of such deliveries.
- 6.8. Where the Supplier reduces the price of the Goods or Services in the period between the Order and Delivery, the prices applicable on the date of Delivery shall apply to the Order, and the Supplier shall adjust its invoice accordingly.
- 6.9. With regard to the determination of the Price, it is assumed that the Supplier, acting as a professional party, has sufficiently informed itself of, and has taken into account, any potential increases in production costs when submitting its price offer. In application of Article 5:74 of the Belgian Civil Code, where and to the extent that such changes were unforeseeable for the Supplier at the time of entering into the Contract and render the performance of the Contract excessively onerous for the Supplier, the Supplier may propose an amendment to the performance conditions of the Contract. Any such proposed amendments shall be notified to wienerberger in writing and shall be duly and comprehensively substantiated, and shall only become effective upon wienerberger's prior approval. Where wienerberger considers that continued cooperation with the Supplier has become impossible as a result thereof, wienerberger shall, as the case may be, be entitled to terminate the Contract in accordance with Article 18.
- 6.10. Where the Supplier delivers a quantity of Goods that deviates from the quantity agreed in the Contract, wienerberger shall have the right to reject the Goods delivered or, where applicable, to return any excess Goods at the Supplier's cost and risk. Where wienerberger accepts the delivery of a higher or lower quantity of Goods, the invoiced amount shall be adjusted by the Supplier on a pro rata basis in accordance with Article 10.3, taking into account the quantity actually delivered.
- 7. Documentation by Delivery**
- 7.1. The Supplier shall ensure that each Delivery is accompanied by a delivery note stating the order number, the order date, the type and quantity of the Goods, the Goods code number (if applicable), the storage instructions and, where partial deliveries are permitted, the outstanding balance of Goods still to be delivered. Where the Goods are delivered by inland waterway or sea transport, the transport documents shall also state the name of the carrier and of the vessel.
- 7.2. Where requested by wienerberger, the Supplier shall be obliged to provide a supplier's declaration of preferential origin for the Goods. Deliveries originating from non-EU countries shall comply with the rules on preferential origin as set out in the relevant EU preferential trade agreement.
- 7.3. The Supplier shall, without being requested and in a complete manner, enclose with the Goods all documents, instructions, drawings and other documentation required for the use, installation, repair, inspection or application of the Goods. In addition, the Supplier shall promptly notify wienerberger, at wienerberger's request, of the name of the manufacturer, importer or distributor of the Goods.
- 7.4. The Supplier shall, at its own expense, provide a list of spare parts in the language used at the place of Delivery and shall, at wienerberger's request, also provide such list in Dutch, French, German and English upon Delivery.
- 8. Delivery period and fault by Delivery**
- 8.1. Where a delivery period has been agreed, such period shall start on the date on which the Order was placed (being the date of the email). Any delivery dates or final dates required by wienerberger and/or agreed upon shall be fixed, and shall mean that the Goods must be available to wienerberger on such delivery date and at the delivery address during normal business hours.
- 8.2. As soon as the Supplier becomes aware that he will not be able to deliver on time, he shall immediately notify wienerberger thereof, stating the reasons for the delay and the expected delay in Delivery.
- 8.3. If the Supplier fails to deliver the Goods on the date specified in Article 6.2 or Article 6.3, wienerberger may, without prejudice to its other rights or remedies (whether implied or express):
- 8.3.1. Terminate the Contract immediately by means of a written notice of termination to the Supplier, in which case:
- 8.3.1.1. The Supplier shall refund all amounts already paid by wienerberger pursuant to the Contract with respect to the Goods that were not delivered; and
- 8.3.1.2. wienerberger shall be entitled to recover from the Supplier all damages and expenses incurred by wienerberger as a result of the

	failure to deliver the Goods and Services, including the procurement of replacement Goods and/or Services from another supplier, or	Contract with immediate effect at the Supplier's expense, and to recover from the Supplier all damage suffered and to be suffered.
8.3.2.	Request the Supplier to pay wienerberger a lump-sum compensation equal to 0.3% of the total Order Price for each week of delay in Delivery (pro rata for any part of a week), with a maximum of 10% of the total Order Price. In addition, wienerberger shall have the right to withdraw from the Contract due to non-Delivery, after having granted a grace period of fourteen (14) days, without prejudice to wienerberger's other rights or remedies (whether implied or express). The Parties acknowledge that the lump-sum constitute a fair and genuine pre-estimate of the loss suffered by wienerberger as a result of the delay in delivery of the Goods and therefore do not constitute a penalty clause. The Supplier accordingly waives any right to invoke that the lump-sum would constitute a penalty.	Any breach of this article shall constitute a material contractual default, entitling wienerberger, without prior notice of default and without prejudice to its other rights, including the right to suspend the performance of work, to terminate the agreement with immediate effect at the expense of the Supplier and to recover from the Supplier all damages suffered and future damages.
8.4.	In the event of delivery prior to the scheduled delivery date, wienerberger reserves the right to charge to the Supplier any costs and expenses associated therewith (such as storage costs).	
9.	Services	
9.1.	In performing the Services, the Supplier shall:	
9.1.1.	Apply a level of due care, quality, quality control, foresight and professionalism customary for a leading professional service provider with respect to the Services concerned;	9.2. The Supplier shall perform the Services on the dates specified therefor in the Order. The period within which the Services are to be performed shall constitute an essential term of the agreement.
9.1.2.	(without prejudice to Article 16.4.2) use suitable, qualified, trained and experienced personnel;	9.3. Without prejudice to Wienerberger's other rights and remedies, whether express or implied, Wienerberger shall be entitled, where the Supplier has failed to perform the Services or has failed to perform the Services in full:
9.1.3.	comply with all requirements set out in the Order or in the written technical specifications for the Services referred to in the Order;	9.3.1. to place the Supplier in default on the grounds that its Services are inadequate or do not comply with the terms of the Contract; and
9.1.4.	perform the Services in accordance with the agreed standard;	9.3.2. to suspend payments to the Supplier for such amount as Wienerberger reasonably deems appropriate until the Supplier has remedied the defective Services to Wienerberger's satisfaction.
9.1.5.	conduct itself in a safe manner, i.e. in a manner that avoids unreasonable or unnecessary risks to anyone's health and well-being, and do so in an economical and efficient manner;	9.4. Any notice issued by Wienerberger pursuant to Article 9.3 may require the Supplier to reschedule and perform the Services to the satisfaction of Wienerberger and at the Supplier's expense, including, where necessary, the correction or re-performance of Services already performed, within the period specified in such notice, or—if no such period is specified—as soon as reasonably possible.
9.1.6.	fully cooperate with wienerberger's auxiliaries, representatives and contractors;	9.5. Where the Supplier fails to comply with the notice of default sent pursuant to Article 9.4, such failure shall be deemed to constitute a material breach of the Contract, entitling Wienerberger to terminate the Contract as provided for in Article 18.1.
9.1.7.	ensure that it holds all necessary licenses, permits and approvals; and	10. Price and payment
9.1.8.	comply with all applicable laws, Belgian and European standards, regulations of competent authorities, and the safety standards applicable at wienerberger's sites or with wienerberger's reasonable instructions in this regard.	10.1. Subject to the Supplier duly performing the obligations set out in the Contract, wienerberger shall pay the Price in accordance with the terms set out in Article 10.2.
9.1.9.	The Supplier further undertakes, for the entire duration of the performance of the Contract, to strictly comply with all applicable Belgian and European legislation relating to social security, taxation, wage protection, working conditions and the employment of employees and self-employed persons, including legislation on chain liability and legislation concerning the illegal employment of third-country nationals. This obligation applies both to the Supplier itself and to all of its direct and indirect subcontractors, auxiliaries and appointees.	10.2. The sole amount payable by wienerberger in connection with the supply of the Goods and/or the provision of the Services shall be the Price which—unless otherwise agreed by wienerberger in accordance with Article 6.1—shall be inclusive of all delivery costs and shall include the costs of packaging, insurance, transport, delivery and unloading, as well as any travel and accommodation expenses.
	The Supplier expressly represents and warrants that:	10.3. The Supplier may invoice wienerberger for the Price of the Goods after Delivery and upon submission of the documentation referred to in Article 6.6.4.
	(1) he does not and shall not employ illegally residing third-country nationals, whether as employees or as self-employed persons;	10.4. The Supplier may invoice wienerberger for the Price of the Services after such Services have been fully performed.
	(2) his subcontractors comply with the same obligations; and	10.5. Invoices shall not be included with the Delivery. Belgian Suppliers shall submit invoices via Peppol. Other Suppliers shall submit their invoices to the address specified in the Order or the Contract. The Supplier's invoice shall comply with all applicable legal requirements, shall state the Order number, and shall be consistent with the Order as regards language, order of text, items and prices. Any additional Goods and/or Services or any shortages of Goods and/or Services shall be expressly and separately indicated on the invoice.
	(3) he complies with all due-diligence and control obligations incumbent upon it under the applicable chain-liability legislation.	10.6. In the event of importation within the European Union or shipment between different Member States of the European Union, each invoice shall state the HTS (Harmonised Tariff Schedule) code, as well as the net weight of the Delivery and the VAT registration numbers of the contracting parties.
	The Supplier undertakes to enable wienerberger to comply with its statutory duty of due diligence. To that end, the Supplier shall, upon first request and without delay, provide all declarations, certificates and documents reasonably required to demonstrate that there is no illegal employment or other infringement that could give rise to chain liability. The Supplier shall immediately notify wienerberger in writing of any fact, inspection or finding that could give rise to a risk of chain liability.	10.7. If an invoice does not comply with Articles 10.5 and 10.6, wienerberger shall be entitled to reject such invoice and to request that it be reissued in compliance with Articles 10.5 and 10.6.
	The Supplier acknowledges that it shall remain solely and fully liable for any infringement of the legislation referred to in this Article, regardless of whether such infringement is established with respect to the Supplier itself or any of its (sub)contractors.	10.8. The payment periods shall commence on the date specified for that purpose in the Contract or, as the case may be, the Order, but in no event earlier than the date on which all Goods have been received and/or all Services have been fully performed, following receipt of invoices that comply with Articles 10.5 and 10.6, and subject to fulfilment of the obligations regarding CE marking and the declaration of conformity as set out in Article 4.8. In the event of complaints or if wienerberger disputes the Supplier's invoice or any part thereof, the payment period shall commence only after the dispute has been resolved. Unless otherwise agreed, the payment term shall be sixty (60) days from receipt of the invoice.
	If wienerberger were nevertheless to be held jointly and severally or otherwise liable, wienerberger shall have a full and unlimited right of recourse against the Supplier.	10.9. The Supplier may not assign its receivables without the prior written consent of wienerberger.
	The Supplier shall fully indemnify and hold harmless wienerberger against:	10.10. Payment of an invoice by wienerberger shall not constitute acceptance or approval of the Goods or Services supplied, nor shall it constitute a waiver of any rights that wienerberger may have against the Supplier, including the right to recover from the Supplier any amounts paid in error or unduly paid.
	(1) any claims by employees, self-employed persons, inspection services, social security institutions and tax authorities;	10.11. In the event that wienerberger is late in making payment, the Parties agree that late payment interest may be charged at a maximum rate of five per cent (5%) per year, calculated from the due date.
	(2) any amounts for which wienerberger may be held liable (including wages, social security contributions and taxes); and	
	(3) any administrative or criminal sanctions, fines, interest and costs, including attorneys' fees and defence costs, directly or indirectly resulting from a breach of the chain-liability legislation by the Contractor or its (sub)contractors.	
	Any breach of this Article shall be deemed a serious contractual default entitling wienerberger, without prior notice of default and without prejudice to its other rights, to suspend the performance of the works, to terminate the	

11. Guaranty and compensation

- 11.1. Without prejudice to any other rights or remedies of wienerberger (whether expressly agreed or implied), the warranty period for movable property shall be at least two (2) years, unless the Supplier has offered a longer warranty period or a longer warranty period has been agreed in writing between the Parties (the “Warranty Period”). The Warranty Period shall commence on the date on which the delivered Good is finally accepted by wienerberger. In any event, final acceptance shall only take place once the requirements relating to CE marking and/or other applicable labelling requirements have been complied with and the declaration of conformity as required under Article 4.8 has been duly provided. Where wienerberger is held liable by a customer, wienerberger shall be entitled to hold its Supplier liable even after expiry of the Warranty Period, provided that this occurs within six (6) months following settlement by wienerberger of the warranty claim vis-à-vis its customer.
- 11.2. wienerberger shall be entitled to withhold ten per cent (10%) of the payment relating to the Order as a retention amount during the Warranty Period, without such amount bearing any interest.
- 11.3. Without prejudice to any rights or claims of wienerberger (whether express or implied), where wienerberger has granted the Supplier a reasonable period to remedy a defect and the Supplier has failed to do so, wienerberger shall be entitled to remedy the defective Good itself or to have it remedied by a third party and to recover the costs of such repair from the Supplier. wienerberger shall also be entitled to exercise this right where the Supplier has made several unsuccessful attempts to commission and/or repair the Good and ultimately refuses any further intervention. The same shall apply where the repair is not, or cannot be, carried out on the agreed date, or where special circumstances exist which, taking into account the interests of both Parties, justify immediate repair by wienerberger itself. wienerberger may request an advance payment from the Supplier towards the necessary repair costs. The Supplier's warranty in respect of the delivered Good shall survive and remain fully effective notwithstanding that repairs have been carried out by or on behalf of wienerberger or by third parties.
- 11.4. The Supplier shall indemnify and hold wienerberger harmless against any and all damages (including direct, indirect and consequential damages), liabilities, costs, compensation and expenses incurred or to be incurred by wienerberger, in respect of any claims made and proceedings brought against wienerberger by third parties, and for all losses (direct, indirect and consequential), costs (on a full indemnity basis), damages and expenses incurred or to be incurred by wienerberger in connection with the defence of any such claim or proceeding, in each case arising out of or in connection with:
- 11.4.1. any breach by the Supplier of one or more of its obligations under the Contract (including, without limitation, failure to perform or late performance, or acts of ordinary or gross negligence); and
- 11.4.2. any claim against wienerberger by a third party for personal injury, bodily harm, property damage or loss arising out of or in connection with the Goods supplied, to the extent that the defect in the Goods is attributable to the Supplier as a result of acts or omissions of the Supplier or its agents or subcontractors.
- Wienerberger shall not invoke Article 11.4.1 where the Supplier has failed to deliver the Goods on the date specified in Article 6.2 and wienerberger has already received compensation from the Supplier on the basis of Article 8.3.2
- 11.5. Notwithstanding Article 11.4, the Supplier shall indemnify and hold wienerberger, its customers and/or its agents harmless against any claims by third parties alleging that the possession, use or sale of the Goods by wienerberger, its customers and/or its agents infringes intellectual property rights (an “IPR Claim”). The Supplier shall indemnify them for all damages (including direct, indirect and consequential damages), liabilities, costs, losses and expenses incurred or to be incurred by wienerberger, its customers or its agents as a result of defending against or settling any such claims or proceedings brought against wienerberger, its customers or its agents (“IPR Losses”).
- 11.6. In the event of IPR Losses, the Supplier shall be liable for full compensation of such losses, and no limitation of liability of the Supplier shall apply thereto.
- ## 12. Product Liability and Insurance
- 12.1. If the Supplier becomes aware of any facts that may give rise to product liability claims (including liability for death, personal injury, damage to and/or loss or destruction of property caused by the Goods or any part thereof), the Supplier shall be obliged to notify wienerberger thereof without delay.
- 12.2. If a third party submits a claim against wienerberger, or notifies wienerberger of its intention to do so, and such claim may reasonably be expected to give rise to liability under Article 11.4.2, the Supplier shall timely provide wienerberger with all relevant evidence, grant access to the premises of the Supplier and its agents if required, and shall use its best efforts to assist and cooperate with wienerberger in relation to such claim.
- 12.3. wienerberger shall not, even in the event of negligence, be liable towards the Supplier in respect of any delay, defect or failure to provide any service or resource to be supplied by wienerberger to enable the Supplier to perform its obligations, save that, in the event of any delayed, defective or non-provision of such service or resource which wienerberger has agreed to provide, wienerberger shall, at the Supplier's request, grant such extension of the delivery period to the Supplier as wienerberger reasonably considers necessary and appropriate in the circumstances.
- 12.4. The Supplier shall, at its own cost, take out and maintain adequate liability insurance covering damage caused by itself or by its agents in connection with the Goods and

Services. The Supplier shall, at wienerberger's request, provide copies of the insurance policy and details of the level of cover per claim.

- 12.5. wienerberger's liability for loss of or damage to machinery, equipment, tools, etc. provided by wienerberger to the Supplier shall be excluded, except in the case of wilful misconduct or gross negligence on the part of wienerberger.

13. Property of wienerberger

- 13.1. Title to photographs, software, materials, equipment, tools, films, printing models, moulds and any other items exclusively produced or acquired by the Supplier for the performance of the Order shall pass to wienerberger at the latest upon payment of the invoice for the Goods or Services, even if such items remain in the Supplier's possession. Such items shall be delivered to wienerberger upon request.
- 13.2. All documents, data and items made available by wienerberger to the Supplier for the purpose of manufacturing the Goods or providing the Services shall at all times remain the exclusive property of wienerberger and shall not be used or reproduced by the Supplier other than for the performance of its obligations under the Contract. Nor shall they be made available to any third party by the Supplier without the prior written consent of wienerberger. Such documents, data and items (together with all copies and reproductions thereof) shall be returned to wienerberger upon request.

14. Anti-Corruption

- 14.1. The Supplier shall comply with the rules set out below and shall ensure that its agents do likewise:
- 14.1.1. Refrain from doing or omitting to do anything that would cause wienerberger or the Supplier to be in breach of any applicable anti-bribery or anti-corruption laws or regulations.
- 14.1.2. Maintain accurate and up-to-date books and records reflecting all payments and other benefits given or received in connection with the Contract and the steps taken to comply with Article 14, and permit wienerberger, upon request, to inspect or have inspected such books and records.
- 14.1.3. Promptly inform wienerberger of:
- 14.1.3.1. Any request or demand addressed to the Supplier by an employee, agent, representative or other auxiliary person of wienerberger concerning the receipt of any financial or other benefit, directly or indirectly related to the Contract
- 14.1.3.2. Any financial or other benefit granted or offered by the Supplier (or by persons engaged by the Supplier) to an employee, agent, representative or other auxiliary person of wienerberger, directly or indirectly related to the Contract.
- 14.1.4. Immediately notify wienerberger of any breach of **Article 14.1**.
- 14.2. wienerberger may terminate the Contract with immediate effect by written notice if the Supplier breaches **Article 14**.

15. Confidentiality

- 15.1. The Supplier undertakes to maintain the confidentiality, safety and security of wienerberger's Confidential Information and shall use wienerberger's Confidential Information solely for the performance of its obligations under the Contract. The Supplier shall not disclose wienerberger's Confidential Information to any person or entity or use it for its own benefit.
- 15.2. The Supplier may disclose wienerberger's Confidential Information only to those employees, agents, representatives or other auxiliary persons who require access to such Confidential Information for the purpose of performing the Supplier's obligations under the Contract. The Supplier shall ensure that each employee, agent, representative or other auxiliary person to whom Confidential Information is disclosed does not do or omit to do anything that would constitute a breach of this **Article 15**.
- 15.3. Prices, price lists and quotations provided by wienerberger to the Supplier shall also be considered Confidential Information and may not be disclosed to any third party.
- 15.4. The Supplier shall also maintain the confidentiality and security of drawings, samples, models, moulds, and other production documents and tools provided by wienerberger to the Supplier, all rights, title, interests and intellectual property rights in and to which are and shall remain vested in wienerberger. wienerberger grants the Supplier no licences or rights to use any patent, copyright, registered design, trademark, trade name or similar right, nor any right to use Confidential Information, know-how or trade secrets originating from wienerberger.
- 15.5. The Supplier's data (for the avoidance of doubt, and as referred to in Article 7.4, excluding personal data) relating to the relevant Contract shall, in principle, only be processed by wienerberger for the purpose of performing the Contract, including for administrative and accounting purposes. The Supplier nevertheless agrees that data relating to the Order may be processed by wienerberger and shared within the wienerberger group. Article 15.5 is without prejudice to **Article 16**.
- 15.6. Article 15 shall survive the term of the Contract and the termination or expiry of the contractual relationship between wienerberger and the Supplier.
- 15.7. Article 15 is without prejudice to Article 16.

16. Data Protection

- 16.1. The Supplier acknowledges that it acts as a Data Processor with respect to the processing of Personal Data and shall therefore not process such Personal Data other than:
- 16.1.1. In accordance with the written instructions of wienerberger, including this Contract;
- 16.1.2. With the prior written consent of wienerberger; or
- 16.1.3. Where required by law. If the Supplier is legally required to process Contract Personal Data, it shall notify wienerberger in writing of such legal requirement before carrying out the processing, unless the applicable law prohibits such notification on important grounds of public interest; or
- 16.1.4. Where such processing is necessary for the administration of warranties, in its capacity as Data Controller.
- 16.2. When processing personal data, the Supplier shall:
- 16.2.1. Comply with all applicable data protection legislation.
- 16.2.2. Ensure that wienerberger is not caused to be in breach of any obligation arising under applicable data protection legislation.
- 16.2.3. Immediately notify wienerberger if it becomes aware of any actual or potential breach of data protection legislation or of Article 16, without prejudice to any rights or remedies that wienerberger may have as a result of any breach of data protection legislation or Article 16.
- 16.2.4. Maintain a data security policy and procedures in compliance with Article 32 GDPR.
- 16.2.5. Not use or engage any third party (sub-processor) to process Contract Personal Data, nor permit any third party to process Contract Personal Data, without the prior written consent of wienerberger.
- 16.3. If the Supplier appoints a Subprocessor, it shall ensure that, prior to any processing, a written agreement is concluded between the Supplier and the Subprocessor specifying the Subprocessor's processing activities and imposing on the Subprocessor the same obligations as those imposed on the Supplier under Article 16. The Supplier shall monitor the Subprocessor's compliance with all obligations set out in Article 16 and shall remain liable towards wienerberger for any acts or omissions of its Subprocessors.
- 16.4. The Supplier shall:
- 16.4.1. Without prejudice to Article 16.1, not, without the prior written consent of wienerberger:
- 16.4.1.1. convert Contract Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
- 16.4.1.2. use Contract Personal Data for big data analytics or purposes;
- 16.4.1.3. link or compare Contract Personal Data with any other personal data (whether of the Supplier or of third parties);
- 16.4.2. ensure that any person authorised to process Contract Personal Data under the Contract shall have access to such Contract Personal Data solely on a need-to-know basis and only to the extent necessary for the performance of that person's role in connection with the performance of the Contract, and that:
- 16.4.2.1. such person is subject to confidentiality obligations equivalent to those set out in Article 16 or is subject to an appropriate statutory duty of confidentiality; and
- 16.4.2.2. complies with this article 16;
- 16.4.3. keep all Contract Personal Data confidential in accordance with the provisions of Article 16, provided that, in the event of and only to the extent of any conflict between this Article 16 and Article 15, this Article 16 shall prevail; and
- 16.4.4. at wienerberger's request, securely delete or return to wienerberger (in the format required by wienerberger) all Contract Personal Data (including all copies thereof) immediately upon completion of the Services or at any time upon request, save for one copy of the Contract Personal Data which may be retained by the Supplier solely for the purpose of administering warranties provided by the Supplier in relation to the Goods. The Supplier shall immediately notify wienerberger when such deletion has been completed. The obligation to retain one copy of the Contract Personal Data shall survive the termination or expiry of the Contract and shall continue until the expiry of any warranty or guarantee period relating to the Goods supplied, at which time the Contract Personal Data shall, at wienerberger's option, be securely deleted or returned to wienerberger.
- 16.5. The Supplier shall not carry out any International Transfer without the prior written consent of wienerberger. Where wienerberger grants its prior written consent to an International Transfer, the Supplier shall, before carrying out such International Transfer, demonstrate to wienerberger's satisfaction or implement appropriate safeguards for that International Transfer in accordance with Data Protection Legislation and shall ensure that enforceable data subject rights and effective legal remedies are available to the data subjects concerned.
- 16.6. If the appropriate safeguards demonstrated or implemented by the Supplier (or the relevant Subprocessor) pursuant to Article 16.5 are at any time deemed not to provide an adequate level of protection in relation to the Contract Personal Data, the Supplier shall implement such alternative measures as may be required by wienerberger to ensure that the relevant International Transfer and all resulting Processing activities comply with Data Protection Legislation. The Supplier or the relevant Subprocessor shall not be required to comply

with the provisions set out in this Article 16.6 where it is required to carry out an International Transfer in order to comply with Applicable Law of the European Union or Belgium, in which case the Supplier shall notify wienerberger of such legal requirement prior to carrying out the International Transfer, unless such Applicable Law prohibits notification to wienerberger on important grounds of public interest.

- 16.7. Where the Supplier is established outside the European Union and wienerberger considers it necessary, the Supplier shall provide wienerberger with the details of its appointed representative established in the European Union. For the avoidance of doubt, Article 16.5 shall apply where the Supplier processes Contract Personal Data outside the EEA, and the Supplier shall implement and maintain appropriate safeguards for the International Transfer (to itself) in accordance with Data Protection Legislation prior to any such Processing of Contract Personal Data by the Supplier from outside the EEA.

- 16.8. The Supplier shall:

- 16.8.1. implement appropriate technical and organisational measures, and assist wienerberger, in order to ensure a level of security appropriate to the risks arising from the Processing of the Contract Personal Data, in particular the risk of a Personal Data Breach;
- 16.8.2. immediately notify wienerberger if the Supplier (or any Subprocessor) at any time knows or ought reasonably to know that it is unable to comply with Article 16.8, without prejudice to its obligation to comply with these Terms and Conditions and without prejudice to any rights or remedies that wienerberger may have arising from a breach of Article 16.8;
- 16.8.3. immediately notify wienerberger, and in any event no later than 24 hours after becoming aware of any suspected, near-miss or actual Personal Data Breach, including details of the nature of the Personal Data Breach, the categories and approximate number of data subjects concerned, the categories and approximate number of Personal Data records concerned, the likely consequences of the Personal Data Breach, and any measures proposed to address the Personal Data Breach and mitigate its possible adverse effects. If, and insofar as, it is not possible to provide all relevant information at the same time, the information may be provided in phases without undue delay; however, the Supplier (and any Subprocessors) shall not delay notification under this Article 16.8.3 on the grounds that any investigation is incomplete or ongoing;
- 16.8.4. promptly notify wienerberger (and in any event within 72 hours) of any request or communication received by the Supplier:
- 16.8.4.1. concerning the exercise of a data subject's rights under Data Protection Legislation;
- 16.8.4.2. from a data subject or a Supervisory Authority relating to Personal Data;
- 16.8.4.3. from any party in connection with the Supplier's or wienerberger's compliance with Data Protection Legislation. Where such correspondence contains sufficient information indicating that a Personal Data Breach has occurred or is likely to have occurred, Article 16.8.3 shall prevail;
- 16.8.5. provide wienerberger with reasonable assistance in responding to any requests or communications referred to in Article 16.8.4, including by implementing appropriate technical and organisational measures, insofar as this is reasonably possible;
- 16.8.6. not make, or permit to be made, any communication concerning a Personal Data Breach, nor respond to any request for the exercise of a data subject's rights under Data Protection Legislation, or to any communication or complaint from a data subject or Supervisory Authority relating to Personal Data, without the prior written consent of wienerberger;
- 16.8.7. provide reasonable assistance to Wienerberger in:
- 16.8.7.1. documenting any Personal Data Breaches and reporting any such Personal Data Breaches to any Supervisory Authority and/or the affected data subjects;
- 16.8.7.2. taking measures to address Personal Data Breaches, including, where necessary, measures to mitigate their possible adverse effects; and
- 16.8.7.3. carrying out data protection impact assessments in relation to any Processing activities and, where required, consulting with Supervisory Authorities, data subjects and their representatives accordingly.

- 16.9. The Supplier shall:

- 16.9.1. make available to wienerberger all information necessary to demonstrate compliance with the obligations set out in Article 16;
- 16.9.2. submit any notification under Article 16 by email to dpo.be@wienerberger.com, unless wienerberger has given its prior written consent to the use of an alternative method of notification;
- 16.9.3. audits, including inspections, conducted by wienerberger or an auditor mandated by wienerberger; en

- 16.9.4. establish and securely maintain a record of all categories of Processing activities carried out under the Contract in relation to Personal Data, including at least: (i) the name and contact details of the Supplier and the details of the data protection officer or other person responsible for data protection compliance within the Supplier's organisation; (ii) the categories of Processing carried out by the Supplier on behalf of wienerberger; (iii) any International Transfers; (iv) a general description of the technical and organisational security measures referred to in Article 16.8; and (v) the same information in respect of each Subprocessor, together with its name and contact details (together, the "Data Record"). The Supplier shall, upon request, promptly and securely provide wienerberger with a copy of the Data Record.
- 16.10. The Supplier shall indemnify and hold harmless wienerberger against all liabilities arising out of or in connection with any breach by the Supplier or any Subprocessor of any of its obligations under Article 16 (including any failure, delay, negligent performance or non-performance of any such obligations), whether such liability arises as a result of a mandatory or voluntary self-reporting by wienerberger or any other third party to a Supervisory Authority.
- 17. Publicity / references**
- The Supplier shall not make, or permit to be made, any announcement or reference to the business relationship between the Supplier and wienerberger in any advertising materials or other communications without the prior written consent of wienerberger, except where and to the extent required by Applicable Law or by any governmental or regulatory authority, in which case the Supplier shall promptly notify wienerberger in writing of such requirement. wienerberger shall have the right to withdraw any such consent at any time, and in such event the Supplier shall take all necessary steps to remove wienerberger as a reference and shall cease any publicity or communications referring to its relationship with wienerberger.
- 18. End of contract**
- 18.1. Wienerberger may terminate the Contract, in whole or in part, with immediate effect by giving the Supplier written notice of such termination at least 21 days prior to the delivery date specified in the Order. Where wienerberger exercises its right of termination under this Article 18.1, wienerberger shall only be liable to pay the Supplier fair and reasonable compensation for work in progress at the date of termination, excluding any loss of profit (whether direct or indirect, actual or anticipated) and any consequential loss or damage.
- 18.2. Without limiting any of its other rights or remedies (whether express or implied), wienerberger shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier, in particular if:
- 18.2.1. the Supplier commits a material breach of the Contract; or
- 18.2.2. circumstances have arisen that clearly render the continued proper performance of the Contract impossible.
- 18.3. wienerberger may terminate the Contract with immediate effect by written notice to the Supplier if:
- 18.3.1. the Supplier becomes subject to guardianship, administration, receivership or any similar insolvency or protective measure;
- 18.3.2. a resolution is passed for the liquidation or winding-up of the Supplier (other than for the purpose of a solvent restructuring);
- 18.3.3. a court orders the liquidation of the Supplier
- 18.3.4. the Supplier enters into any composition, arrangement or compromise with its creditors (other than for the purpose of a solvent restructuring);
- 18.3.5. the Supplier ceases, or threatens to cease, carrying on its business;
- 18.3.6. the Supplier fails, following a request by wienerberger, to provide within a reasonable period adequate assurances of the proper performance of its obligations, and wienerberger may reasonably conclude that the Supplier will not perform its obligations, or will not perform them in a timely manner, and that the consequences of such non-performance are sufficiently serious for wienerberger;
- 18.3.7. the Supplier becomes subject to any sanctions list with which wienerberger is required to comply;
- 18.3.8. the Supplier becomes subject to any proceedings analogous to any of the foregoing under the laws of any applicable jurisdiction;
- 18.3.9. the Supplier becomes the subject of proceedings in a Member State of the European Union capable of recognition under Regulation (EC) No. 1346/2000 on insolvency proceedings; or
- 18.3.10. the Supplier becomes the subject of an application for recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030);
- 18.3.11. and the Supplier shall immediately notify wienerberger upon the occurrence of any such event or circumstance.
- 18.4. In the event of termination of the Contract, wienerberger may, at its sole discretion, either retain the Goods already delivered and/or the Services already performed against payment of the pro rata price, or, in the case of Goods, return such Goods to the Supplier at the Supplier's expense. In the event of termination of the Contract due to the Supplier's act, omission or default, the Supplier shall furthermore reimburse wienerberger for any additional costs and expenses incurred as a result of the Order having to be placed with a third party, where applicable. Upon expiry or termination of the Contract, all provisions which are expressly or by implication intended to survive such expiry or termination shall remain in full force and effect, and all other rights and obligations shall immediately cease, without prejudice to any rights, obligations, claims (including claims for damages arising from a breach) and liabilities that have accrued prior to the date of expiry or termination of the Contract.
- 18.5. Upon expiry or termination of the Contract, the Supplier shall promptly return to wienerberger all Confidential Information of wienerberger (including all copies and extracts thereof) in its possession or under its control and shall cease all use thereof.
- 18.6. The Supplier may retain wienerberger's Confidential Information only to the extent necessary to comply with Applicable Law. The provisions of Article 15 shall continue to apply to any Confidential Information so retained.
- 19. Liability of wienerberger**
- 19.1. Any loss or damage resulting from the non-performance of a contractual obligation by wienerberger or by any employee, agent, representative or other auxiliary person of wienerberger shall give rise exclusively to a contractual claim against wienerberger. No extra-contractual liability claim may be brought against wienerberger or any such employee, agent, representative or other auxiliary person, even if the facts giving rise to the damage also constitute a tort or other non-contractual wrongful act.
- 19.2. In any event, wienerberger's aggregate liability, regardless of the legal basis of the claim, shall be limited to either EUR 1,000,000 or, if lower, a maximum of 100% of the Contract Value of the Goods and/or Services supplied by the Supplier (excluding any additional costs relating to shipping, packaging, storage or customs clearance), as determined on the date on which the Supplier submits a claim against wienerberger.
- 20. General**
- 20.1. The Supplier shall not subcontract any of its obligations under the Contract without the prior written consent of wienerberger. Any subcontracting shall not relieve the Supplier of its obligations towards wienerberger under the Contract. The Supplier shall remain fully liable and responsible towards wienerberger for the acts and omissions of its employees, agents, representatives and other auxiliary persons, including subcontractors, in connection with the Contract.
- 20.2. wienerberger's customers, officers, employees, agents and subcontractors shall be entitled to rely upon and enforce Articles 11.5 and 11.6, it being the intention that such Articles constitute a genuine third-party beneficiary provision for their benefit.
- 20.3. Save as expressly provided in Article 20.2, the Parties do not intend any provision of the Contract to constitute or be enforceable as a stipulation for the benefit of a third party
- 20.4. The rights and remedies of wienerberger set out in these Terms and Conditions are cumulative and are in addition to, and shall not prejudice, any rights or remedies available to wienerberger under applicable law.
- 20.5. If any provision of the Contract, or any part thereof, is found by a court, tribunal or authority of competent jurisdiction to be illegal, invalid, void or unenforceable, such provision or part thereof shall be deemed to be amended or severed, as the case may be, but only to the extent necessary to comply with the decision of such court, tribunal or authority of competent jurisdiction, and the remaining provisions of the Contract shall remain in full force and effect. To the extent justified, any provision or part of the Contract that is deemed illegal, invalid, void or unenforceable shall be replaced by a provision that most closely reflects the economic purpose intended by the original provision or part of the Contract.
- 20.6. The Supplier acknowledges that wienerberger is pursuing ISO 50001 certification and that any purchase of products from the Supplier by wienerberger (in particular those products that have, or may have, an impact on significant energy use) will be evaluated on the basis of energy performance. The Supplier shall at all times act proactively in offering energy-efficient products to wienerberger where such products are available. Neither Party shall be liable for any failure to perform any of its obligations where such failure is caused by Force Majeure. In such event, the relevant obligations shall be suspended, in whole or in part, for the duration of the Force Majeure event, without either Party being liable to the other for any compensation or damages. Any Force Majeure event shall be notified to the other Party in writing as soon as reasonably practicable, specifying its nature and likely consequences, including, but not limited to, an estimate of any delay in the supply of the Goods or performance of the Services. Each Party shall use its reasonable endeavours to overcome the Force Majeure event and resume performance as soon as the Force Majeure event has ceased, unless otherwise agreed in writing between the Parties. If a Force Majeure event continues for more than ninety (90) days, the other Party shall be entitled to terminate the Contract by written notice. In such event, any performance already rendered under the Contract shall be settled on a pro rata basis.
- 21. Governing Law and Jurisdiction**
- 21.1. The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by and construed in accordance with Belgian law.
- 21.2. The courts of Ghent, Kortrijk Division, shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with the Contract (including any

disputes relating to non-contractual obligations). Where the Supplier's registered office is located outside the European Union, wienerberger reserves the right, at its sole discretion, to submit any dispute arising out of or in connection with the Contract, including any dispute relating to its breach, termination or validity, to final settlement under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber (Vienna Rules) by three arbitrators appointed in accordance with those Rules. Either Party may seek specific performance, interim or permanent injunctive relief, or any other remedy of a similar nature or effect, from any court of competent jurisdiction.

The Supplier irrevocably waives any objection to, and agrees to submit to, the jurisdiction of the courts referred to in Article 21.2 and, where applicable, of the arbitral tribunal constituted under the rules referred to in Article 21.2. The Supplier agrees that: (a) any judgment or order of the courts referred to in Article 21.2 shall be binding upon it and may be enforced against it in the courts of any other jurisdiction; and (b) any arbitral award rendered by the arbitrators referred to in Article 21.2 may be entered and enforced in any court having jurisdiction thereof.