

General Trade & Conditions

ARTICLE 1

A. SCOPE

These general terms of sale and purchase ("**Terms**") apply to (i) the sale ("**Sale**") of products ("**Products**") by Solidsteel, a trademark of KobaeTrading & Consulting Comm. V. , with registered offices at 9031 Drongen, Schepenstraat 20 and enregistered in the Crossroads Bank for Enterprises in the Legal Entities Register of GHENT, under the number 0720.924.982 ("**Solidsteel**") or any person which controls, is controlled by, or is under common control with Solidsteel ("**Affiliates**") to purchaser ("**Purchaser**") and (ii) the purchase ("**Purchase**") of Products and/or services ("**Services**") of supplier ("**Supplier**") by Solidsteel or its Affiliates, following a purchase order (the "**Order**") placed by Purchaser/Solidsteel. For the purpose of these Terms a person is deemed to "**control**" another person if (i) it owns (directly or indirectly) at least fifty per cent (50%) of the shares or the voting interest in such other person or (ii) it has the right to appoint or dismiss the majority of the directors or equivalent administration, management or supervisory body of such other person).

Article 1 of these Terms applies to both the Sale and Purchase by Solidsteel.

Article 2 of these Terms contains the general terms of Sale by Solidsteel.

Article 3 of these Terms contains the general terms of Purchase by Solidsteel.

B. INTELLECTUAL PROPERTY RIGHTS

Purchaser/Supplier acknowledges that it neither has nor shall secure any right or license in or to any of the rights of priority, inventions, designs, copyrights, trademark rights, trade names, trade secret rights, know-how and any other intellectual property or proprietary rights ("**Intellectual Property Rights**") owned by Solidsteel. Title to all such assets, and the right to use same, shall at all times remain vested in Solidsteel.

C. FORCE MAJEURE

If a party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including by way of example: fire, explosion, flood or other acts of God, war, civil commotion, boycotts, failure of public utilities or common carriers and disruption of the telecommunication network ("**Force Majeure Event**"), such non-performance by a party will be excused for sixty (60) consecutive calendar days or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives forthwith written notice to the other party of the Force Majeure Event. Such non-performing party shall exercise all reasonable efforts to eliminate the Force Majeure Event and to resume performance of its affected obligations as soon as practicable. In case of Sale by Solidsteel, circumstances whereby the extraction, processing and supply of raw

materials is influenced to such an extent that execution of the agreement between the parties can only occur with a delay, partially or not at all, measures or prescriptions issued by an administrative authority or government, such as prohibitions on transport, import, export or production, electricity outages, limited supply of raw material on the market, and intervention as a consequence of legislation with regard to obligatory stocks (if an impact on Solidsteel), strikes and shortage of supplies shall also be a Force Majeure Event. Solidsteel shall not be liable for any losses, liabilities or damages whatsoever and howsoever arising, suffered by Purchaser arising out of or in connection with a Force Majeure Event.

D. CONFIDENTIALITY AND PUBLICITY

Purchaser/Supplier shall treat all the information provided by Solidsteel for or in connection the purchase/delivery of the Products/Services and/or generated, accessed or obtained by Purchaser/Supplier in connection with the purchase/delivery of the Products/Services as confidential information belonging to Solidsteel, including but not limited to any oral and written communications, information, documents, notes, data or other material in tangible, intangible or electronic form that is generally considered as confidential or is explicitly marked as confidential by Solidsteel ("**Confidential Information**"). Purchaser/Supplier agrees that any Confidential Information and all other work product produced in connection with the purchase/delivery of the Products shall only be communicated to Purchaser's/Supplier's employees, directors, agents and/or officers who need to know the Confidential Information for the purpose of the purchase/delivery of the Products/Services, and who have or shall be informed by Purchaser/Supplier of the confidential nature of such information, and who are subject to and bound by confidentiality obligations (in written format signed) which substantially reflects the confidentiality provisions of this clause

Purchaser/Supplier agrees not to disclose any Confidential Information to any third party save as authorized in writing by Solidsteel. Purchaser/Supplier undertakes, at Solidsteel's option, promptly upon Solidsteel's request: (i) to deliver to Solidsteel the Confidential Information or (ii) to destroy the Confidential Information and certify Solidsteel in writing such destruction. Purchaser's/Supplier's confidentiality obligations detailed in these Terms shall survive and be deemed to continue for a period of five (5) years after the delivery of the Products/Services.

Without the prior written consent of Solidsteel, Purchaser/Supplier shall not make any broadcast, press release, advertisement, public disclosure or other public announcement or statement with respect the production or the delivery of the Products/Services or the relationship between Solidsteel (including its Affiliates) and Purchaser/Supplier, including, the use of Solidsteel's name, hallmark or trademark in advertisements, marketing materials, press releases or other documentation or announcements. Purchaser/Supplier shall not photograph or videotape at Solidsteel's premises without Solidsteel's prior express written consent.

E. TERMINATION

Solidsteel may terminate the Order and the underlying agreement without prior court intervention upon thirty (30) calendar days written notice of termination to Purchaser/Supplier in the event of a breach by Purchaser/Supplier of its obligations and the breach is incurable or remains uncured at the end of thirty (30) calendar days following the date of notice.

Solidsteel may in addition terminate the Order and the underlying agreement immediately upon written notice without prior court intervention if Purchaser/Supplier (i) commits any unlawful, fraudulent or deceptive acts or practices or criminal misconduct in the performance of its obligations; (ii) breaches its obligations with respect to an environmental, health or safety requirement; (iii) ceases or threatens to

cease to trade; (iv) becomes or is deemed insolvent, or is unable to pay its debts as they fall due; (v) has a receiver or manager, administrator or administrative receiver appointed; (vi) makes any compromise or arrangement with its creditors or a petition is filed, a notice is given, a resolution is passed, or an order is made, for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); (vii) takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction or (viii) its creditors seek relief under any bankruptcy or insolvency law.

Termination in accordance with this clause E shall not prejudice any of Solidsteel's or Purchaser's/Supplier's rights and remedies that have accrued as of the termination date.

F. TRANSFER OF AGREEMENT AND SUBCONTRACTING

Solidsteel can assign its contractual rights or obligations or any part of it, or subcontract the performance of its obligations, to any of its Affiliates or a third party. Purchaser/Supplier shall not be entitled to assign its contractual rights or obligations or any part of it without the prior written consent of Solidsteel. Purchaser/Supplier shall not, in whole or in part, subcontract the performance of all or any of its obligations, except with the prior written consent of Solidsteel.

G. MISCELLANEOUS

These Terms shall not be amended without the prior written consent of both parties.

No failure, delay or indulgence given by Solidsteel in exercising any of its rights or remedies shall be deemed to be a waiver of that right or remedy nor shall it operate to bar the exercise or enforcement of it at any time(s) thereafter.

None of the terms endorsed upon, delivered with or contained in any of Purchaser's/Supplier's documents (including quotations, requests for quotation, invoices, orders, price lists, receipts and specifications) shall be binding on Solidsteel or shall modify or supplement the Terms, regardless of any provision to the contrary in such documents, and Purchaser/Supplier waives any right which it otherwise might have to rely on such terms and acknowledges that any terms in any of its documents shall have no force or effect.

If any provision or part-provision of these Terms shall be judged invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. The remaining provisions and portions of the agreement shall remain in full force and effect.

H. GOVERNING LAW AND DISPUTE RESOLUTION

These terms are governed by the laws of Belgium, excluding the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and the Belgian conflict of law principles.

Any dispute, controversy or claim arising under shall be adjudicated exclusively by the courts of GHENT (BELGIUM).

ARTICLE 2 - GENERAL TERM OF SALE

A. GENERAL

1. The Sale by Solidsteel is governed by and in that order: (i) these Terms, (ii) the confirmation of the Order by Solidsteel or Solidsteel's Affiliate ("Confirmation"), (iii) the Order from Purchaser and (iv) all exhibits, annexes, description of products and other attachments and documents related to the sale of Products (including any product descriptions).
2. By the placing of an Order, Purchaser accepts these Terms and he explicitly and irrevocably renounces any of his own general conditions, when and in whatever form communicated. In the event that an Order is placed with Solidsteel or the Affiliate of Solidsteel that shall provide the Product, then Solidsteel or that Affiliate of Solidsteel shall be solely liable under and for such Order. Purchaser acknowledges and agrees that nor Solidsteel (if an Affiliate of Solidsteel shall provide the Product/), nor another Affiliate than the providing Affiliate, shall be jointly, severally or otherwise liable with respect to such Order.

With regard to the Sale by Solidsteel, the defined term "Products" shall include ancillary services.

B. ORDERING AND DELIVERY PROCEDURE

1. Purchaser must place the Order in writing. Solidsteel is only bound by the Order to the extent Solidsteel has expressly confirmed the Order in writing. Orders placed with Solidsteel by Purchaser shall be accepted by Solidsteel within 30 business days of receipt of an Order. Failure of Solidsteel to indicate its rejection or acceptance within the aforementioned term shall however never be deemed to constitute acceptance.
2. The Products shall be delivered in accordance with the Incoterms ® 2010 and any other instruction specified in the Confirmation. If the Confirmation does not provide an Incoterm ® 2010, the Products shall be delivered EXW (Incoterms ® 2010) ("Delivery").
3. Delivery terms are only indicative and shall not be binding on Solidsteel. Exceeding a delivery term shall never be regarded as a failure to perform by Solidsteel and does not give Purchaser the right to terminate the agreement between the parties or to any compensation.
4. Purchaser is obliged to take the quantities of the Products ordered. Solidsteel reserves the right (i) to carry out partial deliveries and invoicing, without Purchaser being entitled to refuse them or to defer payment for this reason and (ii) according to market circumstances, to deliver a lesser quantity than that ordered, invoicing only the quantities that are effectively delivered in the circumstances. Solidsteel may at any time suspend performance of the agreement completely or partially and for whatever length of time, without Solidsteel (except in the event of willful misconduct being liable for any losses, liabilities or damages whatsoever and howsoever arising, suffered by Purchaser arising out of or in connection with Solidsteel decision to suspend performance.

5. Title to and risk of loss or damage to the Products shall pass from Solidsteel to Purchaser upon Delivery. The Products remain however the property of Solidsteel until payment in full of the price for all Products that have been delivered or that are deemed to be delivered, including any accessories, such as any costs, interest and damages. Until the title to the Products has been transferred to Purchaser, Purchaser undertakes (i) to maintain the Products in a satisfactory condition, (ii) to do everything possible to protect the Products against any form of partial or complete deterioration, (iii) to store the Products apart from any other goods and (iv) to clearly mark the Products as property of Solidsteel. Purchaser is prohibited from selling the purchased Products or disposing of them in any manner, as long as the price has not been paid in full.

C. PRICE AND TERMS OF PAYMENT

1. The price shall be stipulated in the Confirmation and shall, unless otherwise expressly stipulated in the Confirmation, exclude the costs, charges and duties of transportation, loading and unloading, insurance, etc. Unless otherwise agreed in the Confirmation, the price shall exclude all applicable taxes, charges and duties whether or not required by law to be collected from Solidsteel or Purchaser. Purchaser bears taxes, charges and duties that are due on the sale and/or delivery of the Products.
2. If one or more price-determining factors of the Products increases prior to the supply of the Products, Solidsteel shall be entitled to increase the price reflected in the Confirmation.
3. Purchaser shall pay for the Products within the payment term stipulated in the invoice. If the invoice does not stipulate a payment term, Purchaser shall pay the Products within thirty (30) calendar days from the invoice date, unless otherwise agreed by the parties. If Purchaser does not pay on the due date, all other amounts that Purchaser may owe to Solidsteel shall become immediately claimable, by operation of law and without further notice of default. Solidsteel shall then be entitled, without prior notice of default, by operation of law and subject to retention of any other rights of recourse: (i) to claim default interest based on the Belgian law of 2 August 2002 on combating late payment in commercial transactions, increased with two (2) %, payable from the due date until the date of payment in full and/or (ii) to suspend the execution of every agreement between the parties. Additionally, the amount still due by Purchaser shall be increased by ten per cent (10%) on the unpaid amount, with a minimum of two hundred and fifty euros (€ 250,00), by means of compensation, without prejudice to the right of Solidsteel to claim higher damages if its actual damages are higher.
4. Purchaser shall periodically provide to Solidsteel that financial information or security deemed necessary by Solidsteel to support any credit extension. If during the life of this agreement, the financial capacity of Purchaser becomes impaired or unsatisfactory to Solidsteel in the sole judgment of Solidsteel, advance cash payment or security satisfactory to Solidsteel shall be given by Purchaser on demand by Solidsteel and deliveries may be withheld until such payment or security is received. In the event Purchaser defaults in the payment of any indebtedness to Solidsteel, including without limitation indebtedness arising from purchases under these Terms, or otherwise fails to comply with any credit terms, Solidsteel, in addition to any other rights it might have, shall have the right immediately, without any notice and without prior recourse to a court, to (i) terminate the agreement between the parties (ii) to suspend delivery of all Products, (iii) to apply any advance cash payment or security or any amounts owing by Solidsteel to Purchaser to the payment of any such indebtedness.

5.

D. INSPECTION AND COMPLAINTS

1. Purchaser shall immediately inspect the Products upon Delivery.
2. Complaints with regard to a non-compliant delivery or visible defects shall be notified to the attention of the responsible contact person at Solidsteel by Purchaser, upon penalty of forfeiture, within twenty-four (24) hours of Delivery by Solidsteel or its Affiliate, by fax or email.
3. A complaint regarding invisible defects must be notified to the attention of Solidsteel by Purchaser, upon penalty of forfeiture, within fifteen (15) days of the discovery of the defect and in any event within fifteen (15) days of when Purchaser should have discovered the defect, by registered letter sent to Solidsteel, and in any event within six (6) months of the Delivery of the Products at the latest.
4. Purchaser shall immediately grant Solidsteel the opportunity to investigate a complaint by making a representative sample of the Product available to Solidsteel for inspection, this upon penalty of forfeiture of the right to rely upon a non-compliant delivery or a visible or invisible defect.

E. LIMITATION OF LIABILITY

1. Except in the event of willful misconduct, Solidsteel shall not be liable for any lost profits, indirect, special or consequential damage or loss (including but not limited to loss of anticipated profits, loss of use or lost products, contracts, customers, goodwill, time, data image and business interruption or any claims from customers) or punitive or exemplary damages.
2. Except in the event of willful misconduct, the liability of Solidsteel shall in any event be limited to the agreed price paid by Purchaser for the Products delivered with regard to that for which Solidsteel is liable.
3. Solidsteel accepts no liability for alleged shortcomings in the Products delivered by it, if Purchaser (i) has stored the Products, in the opinion of Solidsteel, in unsuitable or unclean storage places, (ii) does not use Products for the purpose for which they are normally intended and (iii) changes or replaces the Products or a part of the Products.
4. Solidsteel guarantees that the Products are on the market and conform to the prevailing specifications of Solidsteel at the time of Delivery. Other than this, Solidsteel provides no other express or implicit guarantee or obligation with regard to the Products sold, including (but not limited to) any guarantee or obligation regarding suitability for a specific use.

F. INTELLECTUAL PROPERTY

Solidsteel shall retain all right, title and interest in and to any and all concepts, analyses, know-how, frameworks, and models developed, owned or licensed by Solidsteel prior to the receipt of Purchaser's instructions for, and the commencement to any work or activity relating to, the applicable Order. All specifications, designs, plans, information, models, scripts, manuals, documents, materials and/or content supplied by Solidsteel to Purchaser and all deliverables and other tangible materials to be delivered in connection with the Products and/or authored, developed or prepared by Solidsteel as work product or otherwise in connection with the supply of

Products (“Materials Sale”), including all Intellectual Property Rights in the Materials Sale, are the sole and exclusive property of Solidsteel.

ARTICLE 3 – GENERAL TERMS OF PURCHASE

A. GENERAL

1. The Purchase of Products/Services of Supplier by Solidsteel is governed by and in that order: (i) these Terms, (ii) the Order from Solidsteel, (iii) the confirmation from Supplier of the Order and (iv) all exhibits, annexes, description of products and other attachments and documents related to the purchase of Products and/or Services (including any product descriptions and/or statements of work).
2. By the acceptance of the Order from Solidsteel or Solidsteel's Affiliate, Supplier accepts these Terms and he explicitly and irrevocably renounces any of his own general conditions, when and in whatever form communicated.
3. In the event that Solidsteel or an Affiliate of Solidsteel issues an Order for the supply of Products and/or Services, then Solidsteel or that issuing Affiliate of Solidsteel shall be solely liable under and for such Order. Supplier acknowledges and agrees that nor Solidsteel (if an Affiliate of Solidsteel issued the Order), nor another Affiliate than the issuing Affiliate, shall be jointly, severally or otherwise liable with respect to such Order.

B. ORDERING AND DELIVERY PROCEDURE

1. The Orders placed with Supplier by Solidsteel shall be accepted by Supplier without delay. Failure of Supplier to indicate its rejection or acceptance within two (2) business days of receipt of an Order shall be deemed to constitute acceptance.
2. All Products ordered by Solidsteel shall be delivered in accordance with the Incoterms[®] 2010 and any other instruction specified in the Order. If the Order does not provide an Incoterm[®] 2010, the Products shall be delivered DDP (Incoterms[®] 2010).
3. Supplier shall supply the Products to Solidsteel in good condition, properly packed and labelled to allow for a good protection of the Products during their transportation.
4. Solidsteel cannot be obliged to accept partial delivery of Products/Services.
5. Title to and risk of loss or damage to the Products shall pass from Supplier to Solidsteel upon the acceptance by Solidsteel of the Products. Even after the risk has passed to Solidsteel, Supplier shall be liable for loss of or to the Products if the loss or damage is due to an act or omission of Supplier.
6. Supplier shall not supply Products/Services without an Order. Solidsteel may, in its sole discretion, reject any Products/Services for which no Order has been issued, at any time after becoming aware that the Products/Services are not supported by an Order and refuse to make payment for those Products/Services: the amount paid shall be deemed a debt due and payable by Supplier.
7. Time of performance of Supplier's obligations is of the essence under the agreement between the parties.

8. Nothing in these Terms shall oblige Solidsteel to order any Products/Services from Supplier.

C. PRICE AND TERM OF PAYMENT

1. The purchase price shall include the costs, charges and duties of transportation, loading and unloading, insurance, etc. Unless otherwise agreed in the Order, the price shall include all applicable taxes, charges and duties whether or not required by law to be collected from Supplier or Solidsteel.
2. Price changes shall be determined by mutual written agreement between the parties at least ninety (90) calendar days before they come into effect.
3. Supplier shall submit invoices to Solidsteel after Products/Services have been delivered under each Order. Each invoice shall provide a detailed explanation to support its charges, including hours worked, itemized expense accounts, third party invoices, specific details of all other reimbursable costs incurred, and any other information as may be reasonably requested by Solidsteel. If applicable and so agreed upfront, the invoice shall also include the amount of any VAT or other taxes that Supplier proposes to collect or for which it will seek reimbursement from Solidsteel, and Supplier's tax registration number. Supplier shall separately state invoice items to reduce VAT or other taxes if requested by Solidsteel and as permitted by applicable laws. Supplier must not invoice Solidsteel for VAT or other taxes to the extent that Solidsteel advises Supplier that Solidsteel will self-assess and remit those taxes.
4. Solidsteel shall pay Supplier each undisputed invoice within ninety (90) calendar days from the date of Solidsteel's receipt of the invoice, unless otherwise agreed by the parties. Late payment shall be subject to the Belgian law of 2 August 2002 on combating late payment in commercial transactions. If Solidsteel disputes an invoice, Solidsteel can pay the undisputed portion and payment of the disputed portion of the invoice shall be withheld until resolution of the dispute. If Solidsteel elects to make payment on a disputed invoice, Solidsteel shall retain the right to pursue resolution of the disputed amount any time after payment is made to Supplier, including seeking reimbursement. Solidsteel may, by reason of set off, counterclaim, abatement or other similar deduction, withhold payment of any amounts due to Supplier.
5. Payment by Solidsteel of invoices or other amounts will not constitute acceptance of any Products/Services.
6. Solidsteel shall not be responsible or liable for, and Supplier hereby waives any and all claims with respect to, any amounts for which Supplier fails to provide an invoice to Solidsteel that is in compliance with these Terms within one hundred eighty (180) days of the supply of the Products/Services under an Order.

D. WARRANTY, INSPECTION, COMPLAINTS AND LIABILITY

1. Supplier warrants that it has transferable and free, unencumbered title to the Products and that the Products supplied by it to Solidsteel shall: (i) conform in all respects to the product specifications and any relevant specification agreed by the parties; (ii) be of proper quality (i.e. show the qualities and performance which may be considered typical or normal for products of the same type given the nature of the Products); (iii) be fit for the manufacture of and use in hygienic disposable products; (iv) be free from defects in workmanship or materials and not be injurious to the health or safety of any person using or handling the Products in question; (v)

comply with all laws and regulations applicable or relevant to and affecting (the manufacturing of) the Product; (vi) not, directly or indirectly, i.e. when fitted into Solidsteel products, infringe upon Intellectual Property Rights of any third party.

2. Supplier warrants that the Services shall be performed conform to the service levels set forth in the Order and in other relevant exhibits, annexes, service descriptions and other attachments and documents regarding to the supply of the Services (including any specifications or statements of work). Supplier shall perform the Services in a manner reasonably judged to be in the best interests of Solidsteel and with such care as a reasonably prudent and professional provider of similar services would use under similar circumstances. Supplier shall perform the Services in a safe, diligent, skillful and workmanlike manner and in accordance with generally accepted industry practices and engineering principles and Supplier shall use and employ the technical competence, financial capacity, management skills, competent and qualified personnel and staff and the proper equipment necessary to carry out its duties and responsibilities.
3. Supplier shall assign or cause to be assigned to Solidsteel any manufacturer's warranty, including any design or engineering warranties, which it has received on any Product sold or Service provided to Solidsteel. Supplier shall promptly deliver written notice of any recall of Product or a product provided when delivering the Services. Supplier shall promptly replace any such recalled products as soon as practicable with comparable products not subject to such recall or, at Solidsteel's option, provide a refund therefore.
4. Supplier's warranties under these Terms shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by Solidsteel or its Affiliates of all or part of the Products/Services. Solidsteel is entitled to reject a Product/Service that does not comply.
5. Solidsteel shall have ninety (90) calendar days (i) from receipt of the relevant delivery to submit claims for Product/Service shortages or visually identifiable defects and (ii) from the date of the discovery of a latent defect to submit claims for such latent defect. The warranty period is two (2) years from receipt of the relevant delivery, except if otherwise (i) prescribed by law or (ii) mutual agreed on by the parties in writing or specified in the Order.
6. Should a Product/Service fail to meet the warranties specified herein, Supplier shall promptly replace, at its own cost and risk, the whole or part of the deficient Product/Service rejected and promptly reimburse Solidsteel for any freight and disposition costs associated with the supply of the rejected Product/Service, or, at Solidsteel's option, provide a refund therefore. Any and all rework (corrections) may only be executed by Supplier if agreed to by Solidsteel. Notwithstanding the remedies provided herein, Solidsteel retains any right to claim damages. If, within four (4) calendar days after Solidsteel has notified Supplier of a defect/non-conformity, Supplier has not initiated corrective action, or if, at any time, Supplier is not diligently pursuing corrective action of a defect/non-conformity, Solidsteel may correct the defect/non-conformity and Supplier shall be liable for all reasonable costs of repair/replacement. Following accrual of this right of correction to Solidsteel, Supplier's subsequent responses shall not limit Solidsteel's right to correct.

E. INDEMNITY

1. Supplier shall fully and effectively defend, indemnify, release and hold harmless Solidsteel and its Affiliates, any director, agent, representative or employee of any of them, and the successors

and assigns of any of the foregoing (“Indemnitees”) for all losses, damages, injuries, liabilities and claims arising or alleged to arise out of, or in any way connected with the performance of the agreement between the parties regarding the supply of Products/Services, including but without limitations those arising out of (i) loss of or damage to property (including Supplier or Indemnatee property), (ii) injury to or death of any person (including an employee of Supplier or an Indemnatee) or (iii) any alleged or actual infringement of Intellectual Property Rights; in each case whether directly or indirectly resulting from or arising out of Supplier’s (or its employees’, agents’ or subcontractors’) performance to which these Terms apply and pay any settlements and judgments against the Indemnitees, arising out of any alleged or actual infringement.

2. In the event that legal proceedings based on Intellectual Property Rights infringement are brought against the Indemnitees for their use of the Products/Services or any portion thereof, Supplier shall, at its expense, either (i) procure for the Indemnitees the right to continue using such infringing item(s), or (ii) replace or modify the infringing item(s) so that it becomes non-infringing while continuing to fulfil the expected performance requirements of the Supplier. Supplier shall grant to the Indemnitees a refund for all sums paid for the Products/Services which, because of the defect, are rendered unusable, and shall compensate the Indemnitees for all other reasonable costs, expenses and damages resulting therefrom.

F. INTELLECTUAL PROPERTY

1. All specifications, designs, plans, information, models, scripts, manuals, documents, materials and/or content supplied by Solidsteel to Supplier and all deliverables and other tangible materials to be delivered in connection with the Products/Services and/or authored, developed or prepared by Supplier as work product or otherwise in connection with the supply of Products/Services (“Materials Purchase”), including all Intellectual Property Rights in the Materials Purchase, are the sole and exclusive property of Solidsteel, and Supplier hereby assigns all rights, title and interest in the Materials Purchase and all Intellectual Property Rights in the Materials Purchase to Solidsteel, including all copyrights and other Intellectual Property Rights, as may exist in all original work and materials produced by Supplier for Solidsteel. Notwithstanding the foregoing, Supplier shall retain all right, title and interest in and to any and all concepts, analyses, know-how, frameworks, and models developed, owned or licensed by Supplier prior to the receipt of Solidsteel’s instructions for, and the commencement to any work or activity relating to, the applicable Order (“Supplier’s Background Information”), provided that Supplier’s Background Information shall not include any Intellectual Property Rights or Confidential Information of Solidsteel. To the extent that Supplier incorporates any of Supplier’s Background Information into the Materials Purchase, Supplier hereby grants to Solidsteel and its Affiliates a worldwide, royalty-free, non-exclusive, fully paid-up, irrevocable, perpetual license to use Supplier’s Background Information in connection with Solidsteel’s and its Affiliates’ use of the Materials Purchase, to modify Supplier’s Background Information in connection with their usage of the Materials Purchase, including through their suppliers, agents and advisors, and to transfer such licensed rights in connection with a transfer of the Materials Purchase and Supplier shall provide any further documentation as requested by Solidsteel in support of any of these rights.

G. CANCELLATION OF AN ORDER AND SUSPENSION OF PERFORMANCE

1. Solidsteel may cancel any Order at any time, whether or not Supplier is in breach, by providing Supplier with written notice of termination. Upon receipt of such notice, Supplier shall: (i) immediately discontinue the fulfillment of the Order to the extent specified in the notice; (ii)

place no further orders relating to the Products/Services other than as may be necessarily required for completion of such portion of the Order(s) that are not cancelled and shall take all commercially reasonable measures to mitigate the effects of cancellation including, without limitation, promptly making every reasonable effort to either obtain termination on terms satisfactory to Solidsteel of all orders to sub-contractors or assign those orders to Solidsteel. In case of cancellation of an Order in accordance with this clause and to the extent Supplier is not in default, Solidsteel shall pay Supplier a reasonable amount for the Products/Services then in production to fulfill the terminated (portion of an) Order, based on a percentage of completion.

2. Solidsteel may at any time require Supplier to suspend performance completely or partially and for whatever length of time Solidsteel may elect. Solidsteel shall not be liable for any losses, liabilities or damages whatsoever and howsoever arising, suffered by Supplier arising out of or in connection with Solidsteel's decision to suspend performance.