

TW B.V. – GENERAL TERMS & CONDITIONS

Version: October 2025

of the private limited company TW B.V., legally registered in Groningen, the Netherlands, with its Registered Address: Borgerderstraat 3, 9533 PA Drouwen, The Netherlands

Governing Law: Dutch law. The District Court of Noord-Nederland (location Groningen) has jurisdiction, without prejudice to TW B.V.'s right to opt for NAI arbitration or the court of Seller's domicile as specified herein.

Language: English controls. Any translation is for convenience only.

PART I – GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. These general sales and delivery terms and conditions apply to all offers, quotations, and agreements between the private limited company TW B.V. and its partners.
- 1.2. In these terms, the term 'counterparty' refers to any natural or legal person with whom TW B.V. is in a contractual relationship or wishes to enter into one, regardless of whether this is based on a purchase agreement or a different type of agreement. This also includes the client for whom goods are delivered.
- 1.3. Deviations from the provisions in these general terms and conditions are only possible if explicitly agreed upon in writing.
- 1.4. If the counterparty also refers to its own general terms and conditions, those shall not apply unless TW B.V. has explicitly and in writing indicated its acceptance, provided they do not conflict with these general terms and conditions. In case of conflicts, only these general terms and conditions apply.

2. QUOTATIONS

- 2.1. Quotations from TW B.V. are invitations to potential counterparties to make an offer and are not binding for TW B.V., unless explicitly determined in writing. An order given to TW B.V. counts as an offer and is considered accepted after TW B.V. has sent the order confirmation.
- 2.2. Any samples, quotations, descriptions, etc., remain the property of TW B.V., unless explicitly agreed otherwise. These documents must be returned at TW B.V.'s request. TW B.V. reserves all intellectual and industrial property rights on these documents.

3. FORMATION OF AGREEMENT

- 3.1. 3.1 An agreement with TW B.V. is established only after it has been confirmed in writing by TW B.V. The order confirmation by TW B.V. is the moment when the agreement comes into existence.
- 3.2. Any additional agreements and/or commitments made by employees or representatives of TW B.V. only bind TW B.V. if confirmed in writing by TW B.V.

4. CANCELLATION

- 4.1. The counterparty may cancel the agreement before TW B.V. starts execution, provided it compensates TW B.V. for the resulting damage, including losses, lost profits, and costs already incurred (including materials and storage). The compensation is set at 15% of the purchase price, without prejudice to TW B.V.'s right to full compensation if damage exceeds that percentage.
- 4.2. Special/one-off purchased lots cannot be returned after delivery if packaging and/or samples were pre-approved.

5. PRICES

- 5.1. Agreed prices are based on prevailing costs, exchange rates, wages, social charges, taxes, etc., at the time of agreement. Prices exclude VAT, transport, and insurance, unless otherwise agreed. If any of these costs increase after the agreement, TW B.V. may adjust the price accordingly.
- 5.2. If the counterparty is a consumer as defined in Article 6:236 Dutch Civil Code, they may dissolve the agreement if the price is increased within three months after conclusion.

6. DELIVERY

- 6.1. The counterparty must give TW B.V. a reasonable period to deliver. Agreed delivery dates are not strict deadlines and will be observed as much as possible. In the event of untimely delivery, TW B.V. must be put in default in writing. Termination is only possible if the exceedance is beyond reasonable limits.
- 6.2. Delivery takes place according to ICC Incoterms (default: CIP). Transport of goods occurs CIP unless otherwise agreed. Risk transfers to the counterparty upon arrival at destination.
- 6.3. If delivery occurs in parts, TW B.V. may treat each delivery as a separate transaction.
- 6.4. The counterparty is obliged to take delivery within the agreed time. If it fails to do so, TW B.V. may either (a) be released from the obligation to deliver or (b) demand payment of the purchase price for the non-taken part. In such case, the goods are deemed delivered and stored at the expense and risk of the counterparty.
- 6.5. If no time for acceptance has been agreed, TW B.V. may act as above if the goods have not been taken within 30 days after invitation.
- 6.6. Call-off delivery periods are established in consultation and confirmed in writing. The counterparty must fully take delivery within twelve (12) months unless otherwise stated. If necessary data are not available in time, the delivery time will be re-established and confirmed after receipt of the data.

7. PAYMENT

- 7.1. Payment must be made no later than fourteen (14) days after invoice date, unless otherwise agreed in writing.
- 7.2. TW B.V. may suspend deliveries if the counterparty fails to meet its payment obligations.
- 7.3. TW B.V. may demand sufficient security for payment before delivery or continuation thereof. If refused, TW B.V. may terminate the agreement, without prejudice to compensation for costs and loss of profit.
- 7.4. If the counterparty's financial situation deteriorates significantly before delivery, TW B.V. may refrain from further execution or change payment conditions.
- 7.5. The counterparty has no right to set off claims against TW B.V.
- 7.6. In case of non-prompt payment, the entire price becomes immediately due.
- 7.7. For late payment, TW B.V. may charge 12% interest per year.
- 7.8. Extrajudicial collection costs amount to 15% of the principal sum (min. €50). Bankruptcy application costs are also for the counterparty.
- 7.9. Payments are first set off against costs, then interest, then principal (Art. 6:44 DCC).

8. FORCE MAJEURE

- 8.1. TW B.V. is not liable for damage caused by force majeure (including war, unrest, natural disasters, epidemics, shortage of raw materials, transport disruptions, government measures).
- 8.2. In temporary force majeure, obligations are suspended.
- 8.3. In permanent force majeure, parties negotiate adjustment; failing which, either may dissolve the agreement in whole or part by written notice.
- 8.4. In force majeure, TW B.V. is not liable for damages.

9. WARRANTIES AND COMPLAINTS

- 9.1. The counterparty guarantees the accuracy and completeness of data provided.
- 9.2. TW B.V. guarantees adequate performance meeting reasonable requirements of soundness and usability.
- 9.3. Warranties for sold products are only provided if granted by the manufacturer.
- 9.4. Visible defects must be reported within 4 days after delivery (or invoice date if not direct delivery) by registered letter with clear description and invoice reference. Hidden defects within 4 days after discovery.
- 9.5. Warranty applies only if goods have not been accepted by third parties; liability limited to manufacturing/material faults; misuse/storage/maintenance excludes liability.
- 9.6. Rights lapse if defects are not reported timely or if TW B.V. is not given opportunity to inspect, or if misuse/storage/maintenance is unprofessional, or if goods continue to be used after complaint.

10. LIABILITY

- 10.1. TW B.V. is only liable for damage that is a direct and exclusive result of gross negligence by TW B.V., and limited to the insurance deductible plus any insurance payment. Business damage (e.g., loss of profit, downtime) is excluded.
- 10.2. The counterparty will compensate TW B.V. for costs and damage resulting from the counterparty's non-performance; including damage caused by third parties engaged by the counterparty.
- 10.3. The counterparty indemnifies TW B.V. against third-party claims regarding industrial and/or intellectual property rights.
- 10.4. In case of a justified quality complaint confirmed by TW B.V., TW B.V. may choose: (a) free repair; (b) replacement upon return; (c) pro-rata refund/credit with dissolution; or (d) a damage compensation agreed with the counterparty.
- 10.5. Unfounded complaints do not entitle returns; costs for returning are for the counterparty.

11. TERMINATION

- 11.1. TW B.V. may suspend or terminate (in whole or part) if the counterparty fails to meet obligations, or in case of suspension of payment/bankruptcy, seizure, or cessation/liquidation of the counterparty's enterprise.
- 11.2. Upon dissolution or nullity, these terms remain in force to the extent relevant (delivery, penalties, liability, jurisdiction, law).

12. RETENTION OF TITLE AND SECURITY

- 12.1. Ownership remains with TW B.V. until all claims are fully paid.
- 12.2. Until full payment, TW B.V. retains the right to take back goods without judicial intervention; costs for return are for the counterparty.
- 12.3. As long as claims exist, the counterparty may not dispose of the goods without written permission.
- 12.4. The counterparty may resell only in the normal course of business and must immediately transfer proceeds or assign claims to TW B.V.
- 12.5. The counterparty must insure unpaid goods against fire and theft and provide proof upon request.

13. RIGHT OF RETENTION

- 13.1. TW B.V. may retain goods in its possession until all obligations are fulfilled.
- 13.2. TW B.V. will manage goods with due care; risk remains with the counterparty.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 14.1. It is not permitted to modify/process goods in a manner infringing third-party IP rights or implying processing by TW B.V.; violation incurs an immediately payable fine of €5,000 per violation, without prejudice to 14.2.
- 14.2. The counterparty indemnifies and compensates TW B.V. for damage resulting from violation of 14.1.

15. DISPUTE RESOLUTION AND APPLICABLE LAW

- 15.1. Dutch law applies to all legal relationships.
- 15.2. All disputes shall be judged in first instance by the Court of Noord-Nederland, unless the law declares another competent judge.
- 15.3. This does not affect TW B.V.'s right to choose another competent court or arbitration/binding advice.
- 15.4. If drafted in another language than Dutch, the Dutch text prevails in case of differences.

PART II – GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

- 1.1. These Purchase Terms apply to all requests, offers, quotations, orders and agreements for the supply of goods and/or services (“Products”) to TW B.V. and its affiliates (collectively “Purchaser”).
- 1.2. Seller’s general terms and conditions are hereby expressly rejected and shall not apply unless accepted by Purchaser in a signed writing for a specific transaction.
- 1.3. Amendments, additions or deviations are valid only if expressly agreed in writing by Purchaser and then only for the specific order concerned.
- 1.4. Any reference to “Europe” includes EU, EEA and the UK. The applicable delivery terms are Incoterms® 2020 unless otherwise stated.
- 1.5. These terms prevail over any conflicting terms in Seller’s documents. In case of discrepancy between language versions, the English version controls (see Article 19.5).
- 1.6. By placing or confirming a purchase order, commencing performance, or supplying any Products to Purchaser, Seller automatically accepts and is bound by these Purchase Terms. No signature is required for applicability.

2. ORDERS, DELIVERY & TITLE

- 2.1. Seller’s offers and quotations shall be binding unless explicitly stated otherwise in writing.
- 2.2. Orders will be placed by email or electronic purchase order, specifying Products, quantities, delivery date(s), price, and other relevant terms. A purchase agreement is concluded upon Purchaser’s order or written confirmation.
- 2.3. Seller shall deliver Products, hand over all related documents and transfer title as required by the purchase agreement and the agreed Incoterm. Seller shall not exercise any right of retention over the Products.
- 2.4. Unless otherwise agreed: (a) road shipments are delivered DDP (Delivered Duty Paid) to Purchaser’s designated warehouse; (b) sea shipments are FOB port of departure, with Purchaser’s nominated forwarder; (c) risk and title transfer as per the agreed Incoterm.
- 2.5. Products shall be free and clear of any third-party rights or claims, unless Purchaser explicitly agreed in writing to take subject to such rights.
- 2.6. Delivery on time is of the essence. Partial deliveries require Purchaser’s prior written approval and shall be at Seller’s cost unless agreed otherwise.

3. PRICE, INVOICING & PAYMENT

- 3.1. The prices stated in Purchaser’s order or confirmed by Seller are firm and not subject to increase, unless agreed otherwise in writing.
- 3.2. Seller shall issue an invoice for each (partial) delivery and may send it electronically. Invoices must correspond to the order (prices, quantities, references).
- 3.3. Purchaser may dispute any invoice, in whole or in part, by notifying Seller within 30 days of receipt of the invoice or goods, specifying the issue. Seller shall promptly issue a corrected invoice/credit note. The payment term for the disputed portion runs from receipt of the corrected invoice.
- 3.4. Unless agreed otherwise in writing, Purchaser shall pay the amount due within 30 days after arrival of the goods at Purchaser’s warehouse for DDP deliveries. For FOB sea deliveries, payment may be structured (e.g., deposit and balance against documents) as agreed in the purchase agreement.
- 3.5. Purchaser is entitled to suspend payment and/or to set off any amounts owed by Seller to Purchaser against amounts payable to Seller, without needing Seller’s prior consent.



- 3.6. Late payment interest (if any) shall be limited to the statutory commercial interest under Dutch law, accruing from due date until payment, after Seller has sent a written reminder. Reasonable extrajudicial collection costs are reimbursable in accordance with law.
- 3.7. Changes in Seller's bank account details must be verified by telephone with Purchaser's designated finance contact from onboarding. Purchaser will not process bank changes solely on the basis of email or letter without such verification (anti-fraud safeguard).

4. CONFORMITY, FITNESS & LEGAL COMPLIANCE

- 4.1. Seller warrants that all Products: (i) conform strictly to the specifications agreed in the order (including performance, materials, ingredients, colors, weights, dimensions, packaging), (ii) are new, genuine, of merchantable quality and free from defects in design, material and workmanship, (iii) are fit for Purchaser's intended use, namely resale and distribution throughout Europe, and (iv) are free for sale in Europe.
- 4.2. Seller warrants that all Products and their packaging/labels comply with all applicable EU and national laws and regulations in the countries of sale, including where applicable: CLP, REACH, BPR, Detergents Regulation, Packaging & Waste laws, General Product Safety, **Cosmetics Regulation (EC) 1223/2009, and food/consumer laws.**
- 4.3. Seller shall not deliver any Products containing prohibited or restricted substances or otherwise non-compliant components. Seller is responsible for staying current with legal requirements and shall promptly inform Purchaser before shipment of any (impending) legal changes or issues affecting the Products' compliance or lawful sale.
- 4.4. Seller guarantees that the Products are free of third-party rights and claims, including intellectual property claims, unless Purchaser expressly agrees otherwise in writing.
- 4.5. These warranties are in addition to statutory rights and survive delivery and payment.

5. DOCUMENTATION

- 5.1. Seller shall provide, with each delivery and when requested in advance, accurate and complete documentation, including as applicable: (a) Commercial Invoice; (b) Transport document (e.g., CMR, Bill of Lading/telex release); (c) Packing List; (d) Certificate of Origin or (preferential) origin declaration; (e) EU Declaration of Conformity/CE, or other compliance certificates; (f) Export declaration (copy, if required); (g) Safety Data Sheets (MSDS), ADR classifications, storage/transport info in English or Dutch; and (h) any other documents required for customs clearance and legal compliance in the EU.
- 5.2. Upon request, Seller shall email copies of the above documents to Purchaser for verification before shipment; originals (for sea freight) must be provided timely to enable customs clearance (not later than three (3) working days before ETA at the port of destination, unless otherwise agreed).
- 5.3. Seller is fully responsible for the correctness and completeness of all shipping/compliance documents and shall reimburse Purchaser for any damages, losses, delays (including storage, demurrage/detention) and costs caused by incorrect or missing documentation.
- 5.4. Upon request, Seller shall provide technical files, certificates, test reports, **Product Information Files (PIF)** or dossiers required by law for the Products, and any specific storage/handling instructions.

6. PACKAGING, LABELLING & SUSTAINABILITY

- 6.1. Seller shall suitably pack and label Products in compliance with EU and local laws, ensuring safe transport and storage, and minimizing damage/spoilage.
- 6.2. Packaging must meet the essential requirements of EU Directive 94/62/EC and applicable national rules (e.g., recyclability, composition). Seller shall follow any specific packaging instructions provided by Purchaser, including private-label requirements.
- 6.3. Purchaser will specify required label languages and market-specific labeling needs. Seller warrants that Products and labels comply with the laws of all countries corresponding to the required languages (e.g., ingredient listings, warnings, importer/manufacturer details).

7. INSPECTION & ACCEPTANCE

- 7.1. Purchaser may inspect Products upon delivery as far as practicable. Any visible defects/shortages should be notified within thirty (30) days of delivery, and hidden defects within thirty (30) days of discovery. Failure to inspect or notify within these periods shall not waive Purchaser's rights or remedies for non-conformity.
- 7.2. Purchaser's acceptance does not waive any warranty or legal right if non-conformity is discovered later within shelf life or warranty period.
- 7.3. Purchaser may reject non-conforming Products and at its option require replacement or refund/credit in accordance with Article 8.

8. REMEDIES FOR NON-CONFORMITY

- 8.1. In case of any non-conformity or defect, Purchaser may require, at its discretion: (a) prompt replacement of the Products with conforming Products, delivered at Seller's expense DDP to Purchaser's designated warehouse; or (b) crediting and refund of the purchase price for the non-conforming Products. Purchaser may also claim additional damages and costs resulting from the non-conformity.
- 8.2. Products not complying with Article 4 are not accepted by Purchaser. Any low pricing or discount does not waive Seller's responsibility to supply conforming and legally compliant Products.
- 8.3. All costs related to non-conformity (including freight, handling, disposal, rework, testing, and administrative costs) shall be borne by Seller.

9. INTELLECTUAL PROPERTY

- 9.1. Seller warrants that the Products (and their sale/use/resale by Purchaser) do not infringe any third-party intellectual property or other proprietary rights.
- 9.2. Seller warrants that the Products are lawfully placed on the EU market by the rights holder or with its consent, or that Seller has all necessary licenses/permissions to market the Products in Europe.
- 9.3. Upon Purchaser's request, Seller shall identify its own suppliers where needed to address third-party claims.
- 9.4. Seller shall indemnify and hold Purchaser (and its customers) harmless against any claims, losses, damages, or costs (including legal fees) arising from alleged or actual IP rights infringement related to the Products.

10. SUBCONTRACTING & ASSIGNMENT

- 10.1. Seller shall not assign, transfer, or subcontract any obligations under the purchase agreement to third parties without Purchaser's prior written consent.
- 10.2. Any permitted assignment/subcontracting does not release Seller from its obligations. Seller remains fully liable for acts/omissions of its subcontractors and shall indemnify Purchaser for any third-party claims stemming from unauthorized assignment or subcontracting.

11. CONFIDENTIALITY & DATA

- 11.1. Each party shall keep confidential all non-public information received from the other, including technical, commercial and pricing information, and shall use it only for performance of the agreement. This obligation survives termination.
- 11.2. The confidentiality obligation does not apply to information that is public (other than through breach), required to be disclosed by law or court order, or disclosed with prior written consent.
- 11.3. Seller shall comply with applicable data protection laws when processing any personal data on behalf of Purchaser.

12. SOCIAL RESPONSIBILITY AND ETHICAL STANDARDS

- 12.1. Seller commits to ethical and socially responsible business practices and shall **fully comply with the amfori BSCI Code of Conduct (latest version)** and all applicable international labour, health, safety and environmental standards.
- 12.2. Seller shall ensure no child or forced/bonded labour, safe working conditions, lawful working hours, fair remuneration and non-discrimination in its operations and those of approved subcontractors.
- 12.3. **Audit & Corrective Action.** Purchaser may at any time request documentation or audit confirmation of such compliance. Seller shall cooperate fully and promptly implement corrective actions if non-compliance is identified.

13. LOGISTICS, SCHEDULING, FORWARDING & DELIVERY PENALTIES

- 13.1. For truck deliveries, Purchaser and Seller will agree a specific date/time slot. A one-hour window before/after the scheduled time applies. Drivers must promptly inform Purchaser of deviations. If delivery falls outside the agreed window, Purchaser may impose a logistical penalty in accordance with its Warehouse Delivery Instructions.
- 13.2. For FOB sea shipments, Purchaser will appoint the forwarder. Seller shall coordinate loading to meet agreed ETD. Containers shall be loaded FCL with efficient stacking; palletization only if approved. Truck deliveries must be palletized; unless otherwise agreed, full truckload (approx. 33 Euro-pallets or maximum legal weight).
- 13.3. Seller shall ensure accurate CBM and weight information. Costs due to inefficient loading or deviation from agreed loading instructions shall be borne by Seller.
- 13.4. Purchaser is not obliged to exchange or return pallets nor to pay for pallets unless expressly agreed in writing.
- 13.5. **Delivery Time is of the Essence; Penalty.** If Seller fails to deliver within the contractual delivery period, Purchaser shall first issue a written notice of default granting a reasonable final period (minimum 14 calendar days). If delivery is not made within that additional period, Seller shall owe a **penalty of 25% of the net purchase value (excluding VAT)** of the delayed or undelivered Products, unless Seller proves the delay was caused solely by a valid case of force majeure. This penalty is **without prejudice** to Purchaser's right to claim additional damages.

14. TRACEABILITY, SHELF LIFE, REGULATORY COMPLIANCE & PRODUCT RECALL

- 14.1. **Traceability.** Seller shall maintain an effective traceability system (e.g., batch/lot tracking) enabling rapid identification of production history, inputs and distribution; provide tracing data without delay (within 24 hours for safety-critical issues).
- 14.2. **Shelf life.** For Products with expiration or minimum durability dates, unless otherwise agreed, Seller guarantees a remaining shelf life of at least six (6) months upon delivery and shall notify Purchaser before shipment if shorter.
- 14.3. **Food & Cosmetics (where applicable).** Where Products supplied fall under **food or cosmetic legislation**, Seller warrants full compliance with applicable EU and national laws and standards, including but not limited to: **Regulation (EC) 178/2002 (General Food Law)**, **Regulation (EC) 852/2004 (Food Hygiene)**, **Regulation (EC) 1223/2009 (Cosmetics)**, and **HACCP principles**. Seller shall maintain and provide upon request the relevant **Product Information File (PIF)**, safety assessments, test reports, certificates, and any specific storage/handling instructions.
- 14.4. **Recall & Authorities.** Seller shall immediately inform Purchaser if any Product is or may be subject to a recall, withdrawal or safety notice (voluntary or mandated). Parties shall cooperate in good faith to execute any recall. Seller shall handle communications with competent authorities unless applicable law requires Purchaser to communicate in a particular jurisdiction; Purchaser will handle customer notifications as needed.
- 14.5. **Costs.** All costs and expenses of a recall shall be borne by Seller if the recall results from a defect or non-compliance attributable to Seller; if caused solely by Purchaser's conduct, Purchaser bears such costs.

15. LIABILITY & INDEMNIFICATION

- 15.1. Seller shall be liable for all direct damages suffered by Purchaser arising from Seller's breach of these terms or the purchase agreement, including but not limited to damages caused by defective or non-compliant Products, delays, documentation errors, or failure to meet legal requirements.
- 15.2. Seller shall indemnify, defend and hold Purchaser, its affiliates and customers harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of: (a) any defect in the Products; (b) any non-compliance with applicable laws/regulations; (c) any infringement or alleged infringement of third-party rights; (d) any misinformation or failure to provide required information/documentation about the Products.
- 15.3. Nothing in these terms shall limit Seller's liability for fraud, willful misconduct, gross negligence, product liability towards third parties, or for indemnity obligations under this Article.

16. FORCE MAJEURE

- 16.1. A party's non-performance is excused to the extent performance is rendered impossible or commercially impracticable by events beyond its reasonable control and not caused by its negligence (e.g., natural disasters, war, terrorism, government actions, strikes, pandemics).
- 16.2. During temporary force majeure, affected obligations are suspended. For long-lasting force majeure, parties shall discuss amendments to enable continued performance; failing which, either party may terminate the affected part by written notice.
- 16.3. Force majeure does not relieve Seller from its obligations where Seller could reasonably have avoided or overcome the event or its effects, including by using alternative sources or routes.

17. INSURANCE

17.1. Seller shall maintain adequate insurance coverage appropriate to its obligations and risks under these terms, including product liability insurance with minimum coverage customary for the industry. Upon request, Seller shall provide certificates of insurance to Purchaser.

18. GOVERNING LAW & DISPUTE RESOLUTION

18.1. These Purchase Terms, any purchase agreement and any non-contractual obligations arising out of or in connection therewith shall be governed by the laws of the Netherlands.

18.2. Incoterms® 2020 govern the interpretation of delivery terms. The United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) applies to matters not governed by these terms or the purchase agreement; for any matters not covered by CISG or other applicable international instruments, Dutch law applies.

18.3. All disputes shall be submitted to the exclusive jurisdiction of the District Court of Noord-Nederland (location Groningen), the Netherlands. Notwithstanding the foregoing, Purchaser may, at its sole discretion, initiate proceedings (i) before the Netherlands Arbitration Institute (NAI) in Rotterdam in accordance with its rules (with a sole arbitrator and English as the language of the proceedings), or (ii) before the competent court in the country where Seller has its registered office. Seller shall bring any counterclaims in the forum selected by Purchaser. Parties may seek interim or protective measures in any competent jurisdiction as needed.

19. MISCELLANEOUS

19.1. Independent Contractors. Parties act as independent contracting parties; nothing creates a partnership, joint venture, agency or employment relationship. Neither party may bind the other except as expressly agreed in writing.

19.2. Severability. If any provision is invalid or unenforceable, the remaining provisions remain in full force. The invalid provision shall be replaced by a valid one that best reflects the original intent and economic effect.

19.3. No Waiver. Failure to enforce any provision or right shall not constitute a waiver and shall not bar later enforcement.

19.4. Amendments. Purchaser may amend these Purchase Terms from time to time. Amendments shall apply to orders placed after the amendment's effective date; Purchaser will communicate or make available the updated terms to Seller.

19.5. Language. These Purchase Terms are drafted in English. Any translation is for convenience only; in case of conflict, the English version prevails.

19.6. Entire Agreement. These terms, together with the purchase order and any expressly incorporated documents, constitute the entire agreement between Purchaser and Seller regarding the relevant purchase and supersede prior terms on the same subject, except where expressly agreed otherwise in writing.