

STANDARD PURCHASE TERMS AND CONDITIONS BY HERO GROUP

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Agreement" shall mean these Standard Purchase Terms and Conditions.
- 1.2. "Purchaser" means the specific Hero Group entity identified in the relevant Purchase Order or supply agreement, or Hero AG where no specific entity is identified.
- 1.3. "Supplier" means the entity supplying goods, ingredients, packaging, or services to the Purchaser.
- 1.4. "Products" means all goods, raw materials, ingredients, packaging materials, or finished goods supplied under this Agreement.
- 1.5. "Services" means all activities, tasks, operations and duties to be performed by the Supplier under this Agreement.
- 1.6. "Specifications" means the quality, safety, and compliance standards required for the Products.
- 1.7. "Delivery Date" means the date by which the Supplier must deliver the Products to the Purchaser's designated facility.
- 1.8. "Defective Products" means any Products that fail to meet Specifications, legal requirements, or Purchaser's quality standards.
- 1.9. "Force Majeure" shall mean any occurrence that prevents either Party from fulfilling its obligations under this Agreement. This includes government actions, riots, war, national emergencies, public disturbances, natural disasters (like floods, earthquakes, or storms), epidemics, animal diseases, fires, noble cyberattacks and quarantine restrictions. Transportation failures and labor shortages shall be considered force majeure only where they result from circumstances beyond the affected Party's reasonable control and are not due to the Party's failure to maintain adequate contingency planning.



- 1.10. "Traceability" means the Supplier's obligation to maintain batch-level and product-level tracking of all materials, production, and shipments, as set forth in Clause 6.
- 1.11. "Confidential Information" shall have the meaning set forth in Clause 11.
- 1.12. "Governing Law" means the legal jurisdiction applicable to this Agreement, as set forth in Clause 18.

2. PURPOSE

- 2.1. This Agreement sets forth the general contractual framework applicable to all commercial transactions between the Supplier and Purchaser, which shall include but not be limited to, all Purchase Orders ("POs"), supply agreements and service agreements, with the sole intention of governing the rights and obligations of the Parties.
- 2.2. By signing this Agreement or by accepting any PO, delivering Products or performing Services, the Supplier confirms its full and unconditional acceptance of its terms and conditions. The person executing or otherwise accepting this Agreement on behalf of the Supplier expressly declares that they have the necessary authority to bind the Supplier.
- 2.3. In the event of any inconsistency or conflict between this Agreement and the provisions of a quality agreement, logistics agreement, supply agreement, service agreement, or individual PO executed by the Parties, the terms of the specific agreement shall prevail. Purchaser's logistics and warehousing requirements, including but not limited to delivery scheduling, palletization standards, labeling requirements, and temperature control specifications shall be communicated to the Supplier and will be deemed agreed unless otherwise stated by the Supplier in writing within fifteen (15) days of the communication.

- 2.4. Unless explicitly agreed in writing by the Purchaser, any conflicting or additional terms proposed by the Supplier at any stage of the relationship shall have no effect and are hereby excluded.
- 2.5. The Supplier acknowledges that this Agreement is available for consultation at the following website [Policies and principles | Hero Group](#).
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3. PROVISION OF PRODUCTS & SERVICES

- 3.1. The Supplier shall provide the Products and/or Services as specified in the relevant PO, supply agreement, service agreement or other contractual documentation agreed between the Parties in strict conformity with the Purchaser' Specifications and to the full satisfaction of the latter.
- 3.2. The Purchaser operates a strict 'No Purchase Order, No Pay' policy. The Supplier must provide a valid PO prior to commencement of any work. The Purchaser reserves the right to delay or withhold performance and invoicing until such PO is received. A valid PO must include, at a minimum:
- a clear description of the Goods and/or Services;
 - agreed pricing and/or applicable rates;
 - a unique PO reference number; and
 - the Supplier's authorized representative details
- 3.3. Any PO made on behalf of the Purchaser by unauthorized representatives or areas different from that of supply may be considered null.
- 3.4. Unless otherwise agreed in writing, any samples, descriptions, illustrations, or advertising materials issued by the Supplier are provided for general information purposes only and shall not constitute a binding specification or warranty.
- 3.5. Any alteration in the provision of Products and/or Services shall be consulted by the Supplier with the Purchaser in advance. This shall include but not be limited

to any alteration in the composition, properties or production method of the Products and any modification of the Services. If no consultation takes place or the Purchaser does not agree to the alteration, the Purchaser shall be entitled to fully or partially cancel orders at no cost to the Purchaser, without prejudice of any other right vested in this Party under this Agreement.

- 3.6. The Supplier undertakes to use any technical, human and material resources which may be necessary to ensure the proper performance of the delivery of the Products and/or the service.

4. DELIVERY TERMS

- 4.1. The Supplier shall deliver the Products and/or perform the Services strictly in accordance with the Delivery Dates, PO schedule and delivery terms set out in the relevant supply or service agreement. Such delivery terms are binding and shall never be construed as indicative or for reference only.
- 4.2. Unless otherwise agreed in writing, all deliveries shall be made in accordance with the latest applicable version of Incoterms®, with the default delivery term being the DDP (Delivered Duty Paid) to Purchaser's designated facility.
- 4.3. Title of the Products shall transfer to the Purchaser upon delivery at the designated facility. For Services, ownership and risk shall transfer upon full and satisfactory completion of the Services, unless otherwise stated.
- 4.4. In the event of any anticipated or actual delay, the Supplier shall immediately notify the Purchaser and provide a detailed corrective action plan, specifying, among others, the cause of the delay and the proposed revised timeline. The Supplier shall take all reasonable and necessary measures to mitigate the delay and minimize its impact.

- 4.5. The Purchaser reserves the right to reject, at the Supplier's risk and cost, any delivery that is partial, late, or non-conforming with the agreed Specifications, delivery schedules or PO's terms.
- 4.6. All Products must be properly packaged in accordance with applicable legislation and the Purchaser's packaging and labeling requirements. The Supplier shall remain liable for any damages, loss or deterioration resulting from inadequate or improper packaging or transportation.
- 4.7. The Supplier shall maintain sufficient safety stock level, as agreed with Purchaser, to ensure uninterrupted supply and to mitigate any potential supply chain disruptions.
- 4.8. Any failure to deliver the Products or perform the Services in accordance with the agreed schedule shall subject the Supplier to a compensation of 0,5% of the PO's value per week of delay, up to a maximum of 5% of the PO's value, to reflect the reasonable additional costs caused by the delay, without prejudice to the Purchaser's right to claim further damages, provided such delay is not due to force majeure or the Purchaser's act or omission.

5. INSPECTION, TRACEABILITY AND ACCEPTANCE

Inspections

- 5.1. The Purchaser reserves the right to inspect, test and audit the Products and/or Services at any stage of production, prior to delivery, upon receipt and throughout the supply chain to verify compliance with the Specifications and contractual requirements.
- 5.2. The inspections and audits may be conducted at the Supplier's facilities or those of its subcontractors, with reasonable advance notice, except in cases of urgent food safety concerns or regulatory requirement where immediate access may be necessary and is permitted by applicable law. The Supplier shall provide full



cooperation and grant access to all relevant production areas, records, personnel, and documentation necessary to carry out such inspections at no extra cost to the Purchaser as may be reasonably necessary.

- 5.3. The Purchaser shall further be entitled to carry out inspections and tests after the reception of the Services or Products within a term of three (3) months for the purpose of identifying any apparent defects. This shall not limit the Supplier's liability for hidden or latent defects, which shall continue until the earlier of (i) the relevant expiration date of the Products in which the delivered goods have been incorporated or (ii) the expiry of the applicable warranty period of the Services provided.

Traceability

- 5.4. With regards to Product traceability there shall be two levels: batch level and Product level. At batch-Level Traceability, each batch must be assigned a unique batch number, linked to raw materials, production details, and shipment records, so that the Supplier shall be able to isolate affected batches within 24 hours. With regards to Product level traceability, each finished Product must carry a unique identifier (barcode, QR code, or serial number) for tracking and the Supplier must provide electronic traceability records linking each finished Product to its respective batch. In any event products must be packaged in a mannered that the Product is adequately protected allowing for transport and warehousing. Any damages due to inadequate packaging of Products shall be borne by the Supplier.

Acceptance

- 5.5. If any Products or Services fail to meet the Specifications (including but not limited to issues with quantity, quality, the presence of foreign materials, contamination, undeclared allergens, or safety hazards), the Purchaser shall notify the Supplier in writing and the Purchaser will be entitled to decide whether to: (i) reject the Products or Service at Supplier's cost and receive a full refund or (ii) get the Products or Services replaced or redone at no cost, including all

shipping and disposal expenses. Any costs incurred with regards to removing or destroying the rejected non-compliant Products will be borne by the Supplier.

- 5.6. In addition to the above, in cases involving non-compliant or unsafe Products and unless otherwise permitted by local law, the Purchaser shall be entitled to impose liquidated damages up to 10% of the affected PO's value, representing estimated costs for product recalls, regulatory investigations, brand protection measures and administrative expenses. This provision does not limit Purchaser right to seek further legal remedies or claims for additional damages.
- 5.7. Any inspection, audit, or test performed by the Purchaser, whether before or after delivery, shall not be considered acceptance of the Products or Services, nor shall it limit the Purchaser's rights. Any non-conformity identified shall require the Supplier's immediate corrective action.

6. PRICING AND PAYMENT TERMS

- 6.1. The price may only be revised by mutual agreement between the Parties. Any price increase shall only be binding on the Purchaser if: (a) It is communicated in writing to the Purchaser, (b) such communication is made within five (5) business days (or such longer period as required by local law) from the receipt of the PO or contract and (c) the Purchaser provides written agreement to such price adjustments. If the Supplier alters the price without fulfilling these conditions, the Purchaser reserves the right to cancel the PO without any obligations.
- 6.2. The Supplier shall issue invoices promptly following delivery of goods or completion of services in accordance with applicable local regulations. Unless local law requires more prompt invoicing, invoices may be issued monthly on the last day of each month during which services are provided and/or goods are delivered. Invoices must set out the relevant payment date, method and details such as, but not limited to, the PO number, description of the Products and/or Services and adequate address.



- 6.3. Payments shall be made within 60 days from the date of receipt of an invoice unless otherwise stipulated by the local regulation (such as limited to 30 days for perishable goods or transactions with small and medium size enterprises in certain countries) or agreed in writing. The Purchaser retains the right to withhold payments if the Supplier fails to meet the agreed quality and delivery standards.
- 6.4. The Purchaser shall be entitled to offset any undisputed claims it has against any amounts due to the Supplier, to the extent permitted by applicable law, including penalties, recall costs, and damages.
- 6.5. All invoices must comply with applicable tax and legal regulations and must include a detailed breakdown of delivered Products and services. Failure to comply may result in delayed processing or rejection.
- 6.6. Default payments, which are not withhold payments, shall entitle the Supplier to claim from the Purchaser the full amount of the unpaid invoices plus the corresponding default interests.
- 6.7. Payment shall not be construed as a waiver of the rights by the Purchaser.
- 6.8. Payment terms shall comply with all applicable local regulations, including but not limited to currency controls, tax withholding requirements, cross-border payment restrictions, and enhanced payment term protections for small and medium enterprises. Unless otherwise specified in the relevant PO or prohibited by local law, payments shall be made in the currency specified in the invoice. Each Party shall be responsible for its own tax obligations, with the Supplier including applicable taxes in invoicing as required by law. Where local law conflicts with these payment terms, local law shall prevail to the extent of such conflict.

7. WARRANTY

7.1. Supplier warrants, without any verification by the Purchaser being required, that the delivered Products and/or Services:

- 7.1.1. Conform to the agreed specifications and approved samples, if any;
- 7.1.2. Are free from defects, which includes but is not limited to faults in design, material and manufacturing;
- 7.1.3. Comply with all applicable and statutory requirements, including the statutory rules and regulations of the country of Delivery and, in so far as known to the Supplier or differently agreed with the Supplier, the countries included as territory of this Agreement.

This means that the delivered Products and/or Services (including their packaging) are fit and safe for consumer use and suitable for the use intended by the Purchaser.

7.2. The Supplier warrants to maintain comprehensive liability insurance covering product defects, recalls, third-party claims and any other civil liability with a renowned reputable insurance company that is licensed to operate in the relevant jurisdiction and meets local regulatory requirements.

7.3. The Supplier shall inform the Purchaser of any incident that may occur during the supply of the Products and/or the provision of the Services.

7.4. The Supplier warrants to engage in regular reviews and implement improvements to ensure optimal collaboration and compliance with the Purchaser's requirements.

7.5. The Supplier warrants that the Products and/or Services to be provided and/or provided are suitable for the purposes for which they were offered and/or ordered.

8. REGULATORY AND COMPLIANCE REQUIREMENTS

Regulatory requirements

- 8.1. The Supplier shall ensure that it as well as all Products or Services comply with all applicable local, regional, and international regulations, being held solely liable for any direct or indirect breach thereof at its full cost. In particular, the Supplier shall comply with:
- (a) All Social Security, Health and Safety, Labor, Criminal, Competition, Bribe and Corruption and Tax applicable regulations and standards, and
 - (b) Where applicable, all food safety regulations for the Products applicable in the country of manufacture and destination market, as well as the Codex Alimentarius standards for infant and child nutrition.
- 8.2. The Supplier undertakes to obtain and maintain throughout the validity term of the Agreement any licenses and permits that may be necessary for the ordinary course of its business.
- 8.3. The Supplier undertakes to adapt to any regulatory changes that may be applicable during the validity term of this Agreement, as well as to promptly inform the Purchaser, of any amendment in the relevant regulations that may affect the Supplier as soon as it is aware of such amendments.

Compliance

- 8.4. The Supplier shall at all times comply with all applicable laws and regulations, including among others and where applicable, those relating to food safety and hygiene, competition and trade practices, anti-bribery and corruption, data protection, and cybersecurity (including Directive (EU) 2022/2555 – NIS2). The Supplier shall maintain appropriate, technical and organizational controls and promptly notify any breach or incident that could affect regulatory compliance, data, or supply continuity. The Supplier shall cooperate in any necessary

investigation or corrective action. Where subcontractors or service providers are engaged, the Supplier shall ensure they are bound by equivalent compliance obligations.

- 8.5. The Supplier must comply with [Hero Group's Code of Conduct](#) and adhere to international labor and sustainability standards, including but not limited to: (a) No child or forced labor shall be used at any stage of production. (b) Compliance with occupational health and safety laws. (c) Sustainable sourcing of raw materials, minimizing environmental impact.
- 8.6. The Supplier shall adopt appropriate preventive measures based on the best business and administrative practices. Where the Purchaser communicates specific industry standards to the Supplier, such standards shall be deemed agreed unless otherwise stated in writing by the Supplier within fifteen (15) days of the communication.
- 8.7. With regards to the Supply of Products, where applicable, the Supplier must maintain GFSI certification, except for farmers and cooperatives where an GFSI equivalent will suffice, and other legally applicable food safety documentation.
- 8.8. The Supplier undertakes to provide the Purchaser, upon its request, with any documents proving the relevant compliance with the above regulatory and compliance requirements.

9. BREACH, DAMAGES & LIABILITY

- 9.1. The Supplier shall be liable for, and shall indemnify and hold harmless the Purchaser, its affiliates, directors, officers, employees and agents from and against any and all losses, damages, costs or expenses incurred as a result of any breach, whether full or partial, of its contractual obligations, including but not limited to:

- (a) Failure to deliver the Products or Services, or delay in delivery beyond the agreed Delivery Date;
 - (b) Non-conformity of the Products or Services with the specifications, quality standards or other requirements agreed upon;
 - (c) Any actual or alleged infringement of any intellectual property right, including patents, registered designs, trademarks, copyright, utility models or trade secrets, in connection with the supply of Products or Services to the Purchaser.
 - (d) Transfer of assets in favor of creditors, the commencement of a bankruptcy process or court intervention or insolvency proceedings against the Supplier;
 - (e) Non-compliance with applicable labour, environmental, social security and/or tax regulatory or industry-specific obligations, including but not limited to food safety and traceability requirements; or
 - (f) Any change in the control of the Supplier, including the loss of control over the majority of its share capital.
- 9.2. The Supplier shall compensate the Purchaser, for any cost, damage or claim by a third party which the Purchaser may incur caused, whether directly or indirectly, for any defects found in the Products or Services or due to a breach of any other obligations contained in this Agreement.
- 9.3. The Purchaser's under this Agreement shall be liable for damage resulting from willful misconduct or gross negligence. Unless otherwise stated by applicable law, under no circumstances shall the Purchaser be liable for indirect, incidental, punitive, or consequential damages, including but not limited to loss of profit, loss of business opportunity, or loss of goodwill, arising out of or in connection with this Agreement or any order placed hereunder. Nothing in this clause shall limit the Purchaser's liability for death, personal injury, or for any liability that cannot be excluded by applicable law.

10. INTELLECTUAL PROPERTY

- 10.1. The Purchaser retains all rights, title and interest in and to any and all intellectual property, including but not limited to trademarks, product designs, recipes, specifications, packaging design, materials, drawings, layouts, techniques, data, ideas, proprietary formulations, marketing materials and any other intellectual property, whether registered or not, provided or developed in connection with the supply of the Products and/or Services.
- 10.2. The Supplier shall not use, reproduce, disclose or otherwise exploit any intellectual property belonging to the Purchaser without explicit written consent from the Purchaser. Any such authorized use shall be strictly limited to the purposes of fulfilling the Supplier's obligations under the Agreement.
- 10.3. The Supplier warrants that all Products, Services, and materials supplied do not infringe any intellectual property rights or other exclusive rights of third parties, including but not limited to, patents, trademarks, copyrights, designs and trade secrets. The Supplier shall fully indemnify and hold harmless the Purchaser against any claims, damages, losses or expenses arising from any actual or alleged infringement of this provision.
- 10.4. Any intellectual property developed, created, or arising from the Supplier's performance of the Agreement, including improvements or modifications to existing Purchaser intellectual property, shall be the sole property of the Purchaser unless otherwise agreed in writing. The Supplier shall take all necessary steps to transfer such rights to the Purchaser if requested.

11. INFORMATION SECURITY & DATA PROTECTION

- 11.1. The Parties shall comply with applicable data protection and privacy laws, which shall include GDPR, Swiss FADP, and US federal and state privacy laws, in its



processing of any personal data relating to the other Party's business, employees, customers, or other data subjects.

- 11.2. The Parties shall implement and maintain appropriate technical, physical, and organizational security measures for information security and data protection. The measures shall be proportionate to the Services and risks posed to Hero's operations, systems and business interests and to protect among others, personal data against unauthorized access, use, disclosure, alteration, or destruction. Such measures should support effective security governance, risk management, and incident handling. With regards to personnel access to personal data, the Parties shall ensure they are bound by strict confidentiality obligations.
- 11.3. The Supplier shall use Hero data, including but not limited to business information, operational data, and confidential information, solely for the purpose of delivering the Services and shall not use, retain, analyse or otherwise process such data for its own. For the avoidance of doubt, the use of Hero data in artificial intelligence tools (including generative AI) shall be considered use of and processing of data and, where applicable, use of third parties under this Agreement and shall be subject to the restrictions and obligations set out herein purposes.
- 11.4. The Supplier shall notify Hero without undue delay if a security incident materially affects, or is likely to materially affect, the delivery of the Services to Hero (including through loss of availability, integrity or confidentiality of relevant systems or data) and Each Party shall notify the other immediately, and in any event within 24 hours, of any actual or suspected data breach, security incident, or regulatory inquiry relating to personal data of the other Party. In all instances the Parties shall cooperate fully in any investigation or remediation efforts at its own cost.

- 11.5. Where required, the Parties shall enter into a Data Processing Agreement with the other Party.
- 11.6. Neither Party shall transfer personal data across borders without ensuring adequate protection through legally recognized mechanisms and the other Party's prior written approval.
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12. CONFIDENTIALITY

- 12.1. Both Parties undertake to keep the utmost secrecy regarding any data their respective personnel may have been disclosed under the provision of the services.
- 12.2. The Supplier, as well as those persons appointed by the Supplier for the carrying out of the relevant duties and/or the provision of the Services, shall treat confidentially any information the Purchaser may have disclosed, whether orally or in writing, and which may be provided so as to comply with the provisions of the Agreement.
- 12.3. The Supplier shall keep confidential and consider reserved information towards third parties any data it may hold regarding the Purchaser's activity and, in particular, any information that affects or may affect the Purchaser's business and that may be disclosed to the Supplier during the validity term of this Agreement. This provision shall also apply to any information regarding market data and criteria, planning, documentation and strategies, customer base, innovations, as well as any confidential information disclosed by the Purchaser and/or its clients and suppliers whether orally or in writing.
- 12.4. The Supplier, for the purposes of safeguarding the confidentiality of such information, shall:
- (a) Apply the obligations and restrictions set forth herein and, in particular, the duty of confidentiality, to any agreements entered into with all its collaborators

- and employees and, if necessary, to any third parties with which it has or may have in the future any manner of relationship.
- (b) Monitor compliance with this obligation and promptly inform the Purchaser as soon as the Supplier is aware of any illegal or undue use or breach of the aforementioned information and/or documentation.
- 12.5. The confidentiality obligation does not apply to information that becomes publicly available through no fault of the Supplier, is lawfully obtained by the Supplier from a third party on a non-confidential basis, must be disclosed by law or pursuant to a lawful governmental or judicial order, or is independently developed by the Supplier without reference to the other Purchaser's confidential information.
- 12.6. Under no circumstance may the Supplier, in its own interest or in the interest of third parties, mention, publish or announce in any way its industrial or business activities with the Purchaser and/or the Purchaser's customers and it may not use the Purchaser's brands, logos or names in any media outlet without the previous express authorization in writing provided by the Purchaser, except as required by applicable legislation.
- 12.7. Both Parties undertake to use all reasonable endeavors to protect and defend the ownership and confidentiality of the Information and shall take all necessary measures to safeguard it.
- 12.8. The Purchaser may request the Supplier, before entering into this agreement, the execution of a confidentiality agreement; the provisions of such confidentiality agreement shall be binding and incorporated to this agreement as part thereof.

13. FORCE MAJEURE

- 13.1. Neither Party shall be liable for delays caused by force majeure, which shall not include foreseeable, resistible and avoidable events. If a Party cannot perform its



obligations due to a force majeure event, it will be excused from performance for as long as the event continues.

13.2. If a force majeure event continues for more than 30 days, the Purchaser may, at its sole discretion:

- (a) Source the Products from an alternative supplier, without any obligation to resume purchases from the original Supplier once the force majeure event has ended;
- (b) Cancel the affected Purchase Orders without liability;
- (c) Terminate this Agreement.

13.3. The Supplier shall not invoke force majeure for labor shortages, transportation failures, or raw material procurement issues unless explicitly agreed upon in writing.

13.4. The Supplier must maintain an effective risk mitigation and business continuity plan to ensure timely delivery despite unforeseen circumstances.

14. TERMINATION

14.1. The Purchaser may terminate this Agreement immediately if the Supplier:

- (a) Fails to deliver compliant Products or Services;
- (b) Breaches intellectual property or confidentiality obligations;
- (c) Is involved in fraudulent or unethical business practices;
- (d) Fails to maintain required insurance coverage ;
- (e) Breaches the good faith principle and abuses trust through deliberate misconduct;
- (f) Repeatedly incurs in late deliveries (three or more delivery delays exceeding 7 days within any 12-month period) or

- (g) Transfers assets in favor of creditors, commences a bankruptcy process or enters into court intervention or insolvency proceedings to the extent such termination right is permitted by applicable insolvency law.
- 14.2. Either Party may terminate this Agreement immediately and without prior formalities or court intervention by providing written notice of termination to the other Party if:
- a. a Party breaches a material obligation and fails to remedy it within thirty (30) days of receiving written notice, or if such a breach cannot be corrected or remedied, including through payment of damages;
 - b. a Party is declared bankrupt, a receiver, administrator, or administrative receiver is appointed for the other Party, the other Party makes or offers any arrangement to its creditors, is found insolvent, has part of its assets attached, closes its business, enters voluntary or compulsory liquidation, or otherwise ceases to exist provided that this termination right shall apply only to the extent permitted by applicable insolvency law; or
 - c. The Supplier decides not to comply with clauses 2.3 and 8.6.
- 14.3. Payment obligations by the Purchaser and all obligations of the Supplier, or a third party contracted by the Supplier, will be considered essential.
- 14.4. In the event of a change in control or ownership of either Party, the other Party may terminate this Agreement immediately. A full or partial sale, transfer, or divestiture of an Affiliate by Buyer shall not be deemed a change of control under this Agreement which, for the avoidance of doubt, shall only occur if Buyer itself undergoes a change in ownership or control.
- 14.5. Termination of this Agreement by either Party does not affect the right of either Party to seek compensation for any breach of this Agreement by the other Party.
- 14.6. The following provisions shall survive termination or expiration of this Agreement:
- (a) Clause 10 (Intellectual Property) in its entirety, which shall survive indefinitely;



(b) Clause 11 (Confidentiality) in its entirety, which shall survive for a period of five (5) years; (c) Clause 9 (Breach, Damages & Liability) to the extent it relates to breaches of intellectual property or confidentiality obligations, which shall survive indefinitely; (d) Clause 7 (Warranty) to the extent it relates to non-infringement of intellectual property rights and protection of confidential information, which shall survive for five (5) years; (e) any payment obligations owed to the Purchaser; (f) Clause 18 (Governing Law and Dispute Resolution); and (g) any other provision which by its nature is intended to survive termination. The Supplier shall remain fully bound by these surviving obligations regardless of the reason for or manner of termination, and shall ensure that all its employees, agents, subcontractors, and affiliates comply with these continuing obligations.

15. NOTICES

15.1. All notices, requests, or communications under this Agreement shall be in writing and may be delivered by any of the following means: i) email, ii) registered mail, or iii) courier service to the addresses provided by the Parties. Notices will be deemed received, for email: on the date sent, provided the sender requests and receives a confirmation of receipt from the recipient. If no confirmation is received within three (3) business days, the sender shall resend the notice via email or an alternative method (registered mail or courier). For registered mail or courier service: on the date of delivery as confirmed by the delivery receipt or tracking confirmation.

16. ASSIGNMENT OF RIGHTS

16.1. The Purchaser reserves the right to assign to other entities within the Hero Group the rights and obligations arising from these Standard Purchase Terms and Conditions, the Specific Terms and Conditions and/or the Purchase Orders unless otherwise required by applicable law.

17. WAIVER

- 17.1. Any waiver regarding the exercise of any rights the Parties may be entitled to pursuant to this agreement shall not be construed or considered as a waiver of a future exercise or the loss of such rights.
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18. ENFORCEABILITY

- 18.1. The unenforceability, and therefore, the invalidity of any of the clauses and/or schedules comprising this Agreement, may not affect the enforceability or validity of the remaining clauses and/or schedules, which shall be fully enforceable unless the unenforceability of such clauses and/or schedules are deemed as instrumental.
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19. GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the contracting Hero Group entity is incorporated, as specified in the relevant Purchase Order or supply agreement. Where no specific Hero Group entity is identified, this Agreement shall be governed by Swiss law. The United Nations convention on contracts for the international sale of products shall not apply.
- 19.2. Any disputes shall be resolved by the competent courts of the jurisdiction governing this Agreement as specified in Clause 18.1, except where mandatory local law requires disputes to be resolved in local courts, in which case such local requirements shall apply
- 19.3. In the event of judicial proceedings and subject to applicable law, the losing party shall bear all legal costs of the prevailing party, including attorney fees, court costs, expert fees, and any other expenses arising from the legal proceedings.

20. INCONSISTENCY BETWEEN THE CLAUSES IN DIFFERENT LANGUAGES

- 20.1. In the event of inconsistencies between the clauses in different languages of this document the clauses of the English version of this document shall prevail, except where local law mandates that a local language version takes precedence, in which case such local law requirements shall apply.