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[1] "Confidential Information" means all information (whether written, oral or in electronic form) concerning the business and affairs of either party that the other party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement.

[2] A party receiving Confidential Information (the "Recipient") shall keep in strict confidence all such Confidential Information of the other party (the "Discloser"). Both Parties agree in relation to the Confidential Information belonging to the other Party that during this Agreement and for five (5) years afterwards they shall:

- a. keep such information confidential and shall not disclose it to any third party; and
- b. use such information only in so far as is necessary to perform this Agreement.

[3] The Recipient shall be responsible for any unauthorized disclosure or use of the Discloser's Confidential Information made by any of its employees, officers, agents, representatives

or sub-contractors and shall take all reasonable precautions to prevent such unauthorized disclosure or use.

[4] The above restriction as to disclosure and use shall not apply to Confidential Information which:

- a. the Recipient can demonstrate by documentary evidence has been in its possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality;
- b. is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or
- c. at the time of receipt by the receiving party, is in the public domain.

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You agree that Blanco may collect user information regarding the use of the Software as needed for reporting and billing purposes and may collect anonymous user data to enable error fixing, product development and other analysis and sales purposes. Any personal data will only be processed in accordance with the privacy policy available at <https://www.blanco.com/privacy-policy/>.

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Without prejudice to your payment obligations, you may terminate your

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14. Taxes

It is understood and agreed between the Parties that You are responsible for any (sales) tax and any other taxes or governmental fees associated with your Quote and/or Order (together: "Taxes"). You shall be solely responsible for the payment of any and all Taxes levied on account of any amount invoiced and/or paid under this Agreement. If applicable, Blanco will provide You with an invoice where any Taxes are shown separately.

15. Miscellaneous

[1] Severability

If any term or other provision of this Agreement is invalid, illegal or incapable or being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall still remain in full force and effect as long as its economic and legal intentions are not adversely affecting any party in any manner.

[2] Waiver

A waiver of any right under this agreement is only effective if it is in writing and such waiver should apply only to the party to whom it is addressed and for such situations.

[3] Force Majeure

Blanco shall have no liability to You under this Agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, which also include strikes, lock-outs or other industrial disputes (whether involving the workforce of Blanco or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. Blanco shall notify the Customer of such an event and its expected duration.

[4] No partnership or Agency

Nothing in this Agreement is intending to create a partnership between the parties, or authorize either party to act as agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (which may include the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

[5] Notice

Notices in connection with this Agreement by either party shall be in writing and shall be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL). You may not provide notice to Blanco of a Blanco breach or provide notice of termination of this Agreement by electronic mail. Notices from Blanco to You will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Blanco, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Blanco. You hereby consent to service of process being effected on You by registered mail sent to the address mentioned on the Order Form. Notices from You to Blanco will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Blanco at) the email addresses stated in the Order Form, or (b) in the case of notices by mail or delivery service, when received by Blanco at the address stated in the Order Form.

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[7] Entire Agreement

This Agreement specifies the entire agreement between You and Blanco relating to the subject matter hereof and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered herein. Nothing contained in any purchase order submitted by a party other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement.

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All rights, duties, and obligations are subject to the courts of the State of Delaware and You and Blanco hereby submit to the non-exclusive jurisdiction of such courts.

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Terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language versions, the English version shall always prevail.

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