GENERAL TERMS AND CONDITIONS

Telco accessories
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1. Definitions

1.1 TAG means the TAG group company identified as the seller in the relevant quotation, Order Confirmation or invoice. No other affiliated company shall be deemed a party to the Agreement or jointly or severally liable for its performance.

1.2 Customer means any natural person or legal entity acting in the course of a business or profession that purchases Products or services from TAG.

1.3 Agreement means any agreement concluded between TAG and the Customer.

1.4 Products means all products, accessories, components, software, firmware, documentation and related items supplied by TAG.

1.5 Order Confirmation means TAG's written confirmation or acceptance of an order.

1.6 Committed Order means an order for which TAG has entered into binding or non-cancellable commitments with a supplier, manufacturer, logistics provider or other third party.

1.7 Customised Products means Products manufactured, packaged, labelled, configured or otherwise adapted specifically for the Customer, including private-label Products.

1.8 Incoterms means the Incoterms® 2020 rules published by the International Chamber of Commerce.

2. Applicability

2.1 These General Terms & Conditions apply to all quotations, offers, Order Confirmations, Agreements, deliveries and services provided by TAG.

2.2 Any purchasing conditions or other terms of the Customer shall not apply and are expressly excluded unless expressly accepted by TAG in writing.

2.3 Deviations from these General Terms & Conditions are valid only if expressly agreed in writing by an authorised representative of TAG.

2.4 These General Terms & Conditions apply exclusively to business-to-business transactions and do not apply to consumers.

2.5 Failure by TAG to enforce any provision shall not constitute a waiver of TAG's right to enforce that provision at a later date.

3. Order of precedence

3.1 In the event of a conflict, the following order of precedence shall apply:

a. a specific written agreement signed by TAG;
b. the Order Confirmation;
c. the quotation;
d. these General Terms & Conditions.

3.2 The provisions regarding price adjustment, product availability, allocation, payment, retention of title and limitation of liability shall continue to apply unless expressly excluded in a written agreement signed by TAG.

4. Quotations and offers

4.1 All quotations, offers, price lists and other commercial communications issued by TAG are non-binding.

4.2 Unless otherwise stated, quotations remain valid for seven calendar days.

4.3 All prices exclude VAT, import duties, taxes, governmental levies, freight, insurance, handling charges and other applicable costs, unless expressly stated otherwise.

4.4 TAG may withdraw, revise or replace a quotation at any time before issuing an Order Confirmation.

4.5 Quotations are based on supplier prices, exchange rates, freight costs, duties, taxes, availability and other relevant circumstances known to TAG at the date of the quotation.

4.6 TAG may revise a quotation if any supplier price, exchange rate, freight cost, duty, tax, levy, availability, allocation, lead time or other relevant circumstance changes before Order Confirmation.

4.7 Delivery dates, availability, quantities and lead times stated in quotations are estimates only.

4.8 Quotations and offers are subject to product availability, production capacity, supplier confirmation and supplier allocation.

4.9 TAG shall not be bound by any quotation, proposal, commercial confirmation or other communication containing a pricing, commercial, technical or calculation error, irrespective of

whether such error is clerical, administrative, computational, human or system-generated, provided TAG notifies the Customer without undue delay after becoming aware of the error.

4.10 Emails, telephone conversations, Teams meetings, WhatsApp messages, negotiations, meeting minutes, commercial confirmations, price agreements and other pre-contractual communications are intended solely to facilitate commercial negotiations and shall not constitute an Agreement unless Article 5.1 has been satisfied.

5. Formation of the Agreement

5.1 An Agreement is concluded only when:

a. TAG issues an Order Confirmation;

b. TAG expressly accepts the order in writing; or

c. TAG commences performance of the order, but only where such commencement clearly and objectively demonstrates TAG's intention to accept the relevant order.

5.2 An acknowledgement that an order has been received shall not constitute acceptance.

5.3 TAG may accept, reject or partially accept any order.

5.4 Any amendment or addition requested by the Customer shall be binding only after written confirmation by TAG.

5.5 Any agreement reached on price, commercial terms, specifications, quantities, delivery windows, product configuration or other commercial elements during negotiations shall not in itself constitute an Agreement or an Order Confirmation. An Agreement shall arise exclusively in accordance with Article 5.1.

5.6 **Where reasonably required given the nature of the proposed transaction, TAG may make any quotation, commercial proposal, pricing agreement or intended order subject to internal commercial, technical, financial, legal, compliance and supplier approval. Until such approvals have been completed and TAG has issued an Order Confirmation, TAG shall not be bound.**

5.7 Registration in customer systems, onboarding procedures, supplier portals, article creation, article enrichment, master-data maintenance, EDI setup, contract numbering, product registration or comparable administrative actions shall not constitute an Order Confirmation or create any contractual obligation for TAG, unless TAG wishes to execute an agreement therewith at its own discretion.

5.8 **Where TAG has issued an Order Confirmation before completion of the final verification of supplier pricing, product availability, allocation, technical feasibility or compliance requirements, TAG may withdraw or amend that Order Confirmation within three (3) business days after issuance, but only where such verification reveals a material discrepancy that TAG could not reasonably have identified before issuing the Order Confirmation. TAG shall notify the Customer without undue delay and provide a general explanation of the relevant discrepancy. If TAG proposes an amendment, the Customer shall be bound by that amendment only after accepting it in writing. If the Customer does not accept the proposed amendment, the affected part of the order may be cancelled by TAG without liability for damages, loss of profit or replacement costs.**

6. Prices and exceptional cost increases

6.1 Prices stated in an Order Confirmation are based on supplier prices, exchange rates, freight costs, insurance costs, duties, taxes, governmental levies and other relevant cost factors known to TAG on the date of the Order Confirmation.

6.2 The confirmed price shall remain applicable and binding unless, after conclusion of the Agreement, an exceptional and reasonably unforeseeable change occurs after the Order Confirmation but before shipment which materially affects the economic basis of the affected order.

6.3 Such changes may include:

a. an exceptional supplier or manufacturer price increase;

b. the withdrawal or non-acceptance of previously quoted supplier pricing;

c. an exceptional currency fluctuation;

d. a material increase in freight, fuel, insurance, warehousing or handling costs;

e. the introduction of, or a material change in, duties, tariffs, taxes or governmental levies;

f. new or amended legislation or governmental measures;

g. a material change in supplier allocation, production location or shipping method; or

h. another comparable external circumstance reasonably beyond TAG's control.

6.4 If such a circumstance occurs, TAG shall notify the Customer and shall provide a reasonable explanation of the nature and material impact of the relevant cost increase. The Customer shall be bound by the revised price.

6.5 TAG shall not be required to disclose its purchase prices, profit margins, supplier agreements or other commercially sensitive information.

6.6 If the revised price adjustment exceeds ten percent (10%) of the original price of the affected Products, the Customer may cancel the affected unshipped part of the order by written notice within five (5) business days after receiving TAG's notification, without liability of TAG for the cancelled part.

6.7 At TAG's discretion, the parties may also consult in good faith with a view to agreeing a reasonable solution.

6.8 If the parties do not reach agreement within five business days concerning article 6.7, TAG may cancel the affected unshipped or otherwise unperformed part of the order without liability for damages, loss of profit, replacement purchases or other costs incurred by the Customer.

6.9 Articles 6.2 through 6.8 do not apply to circumstances that TAG had actually taken into account when issuing the Order Confirmation.

6.10 New or increased taxes, duties, tariffs or governmental levies introduced after conclusion of the Agreement may be passed on to the Customer to the extent permitted by law.

7. Orders, changes and cancellations

7.1 Changes to a confirmed order require TAG's prior written approval.

7.2 The Customer may cancel an Agreement only with TAG's prior written consent.

7.3 If TAG accepts a cancellation, the Customer shall reimburse TAG for:

a. all costs and commitments already incurred;

b. non-cancellable supplier and manufacturing costs;

c. freight, storage, handling and administrative costs;

d. costs of adapting, repackaging or reselling Products; and

e. lost profit or margin reasonably attributable to the cancelled order.

7.4 Customised Products, private-label Products and Committed Orders cannot be cancelled unless TAG expressly agrees otherwise in writing.

7.5 TAG may require advance payment of cancellation charges before accepting a cancellation.

8. Forecasts, plans and call-off orders

8.1 Forecasts, rolling plans, estimates and purchase intentions provided by the Customer are non-binding unless expressly agreed otherwise in writing.

8.2 TAG may use forecasts for purchasing, capacity planning and inventory planning without thereby accepting an unconditional delivery obligation.

8.3 Where TAG reasonably relies on a Customer forecast and incurs supplier, manufacturing, inventory or logistics commitments, the Customer shall purchase the resulting committed inventory if this has been expressly agreed in writing.

8.4 Products under a call-off or framework arrangement must be taken within the agreed call-off period.

8.5 If the Customer fails to take delivery on time, TAG may charge all resulting storage, financing, handling, insurance and other reasonable costs.

9. Product availability and allocation

9.1 All orders remain subject to availability, supplier performance, production capacity and allocation.

9.2 In the event of shortages or when a Product is discontinued or materially unavailable, TAG may allocate available Products among customers at its reasonable discretion. The Customer shall be obliged to accept a replacement Product if it is commercially and technically reasonably equivalent to the originally ordered Product.

9.3 TAG shall not be liable for a supplier's failure to deliver, reduction in allocation, discontinuation of a Product or change in lead time, except to the extent caused by an intentional act or wilful recklessness of TAG's senior management.

9.4 TAG may supply a successor or replacement Product with substantially equivalent functionality, provided this does not materially impair the agreed intended use.

10. Delivery

10.1 Delivery shall take place in accordance with the Incoterm and named place stated in the Order Confirmation.

10.2 Unless otherwise expressly agreed in writing, delivery shall take place FCA at the warehouse, fulfilment centre or other delivery location designated by TAG in the Order Confirmation, Incoterms® 2020.

10.3 The specific location from which delivery takes place may be operated by TAG or by a third-party logistics or fulfilment provider engaged by TAG.

10.4 If TAG agrees to arrange carriage to a destination designated by the Customer, the applicable Incoterm and named destination shall be stated in the Order Confirmation.

10.5 Unless otherwise expressly agreed, where TAG arranges the main carriage, delivery shall take place CPT at the named destination, Incoterms® 2020.

10.6 Delivery dates and lead times are indicative and shall not constitute strict deadlines unless expressly agreed otherwise in writing.

10.7 TAG may make partial deliveries and invoice each partial delivery separately.

10.8 A reasonable deviation in quantity, dimensions, packaging, colour, specification or weight shall not constitute non-performance, provided the essential functionality of the Product is not materially affected.

10.9 If the Customer fails to take delivery, the Products may be stored at the Customer's risk and expense. Delivery shall then be deemed to have taken place.

11. Risk

11.1 Risk in the Products transfers in accordance with the agreed Incoterm.

11.2 The Customer shall be responsible for unloading except where the applicable Incoterm expressly provides otherwise.

11.3 The transfer of risk shall not affect TAG's retention of title.

12. Inspection and claims

12.1 The Customer shall inspect the Products immediately upon delivery.

12.2 Visible shortages, transport damage or defects must be noted on the delivery document and reported to TAG in writing within two business days after delivery.

12.3 Hidden defects must be reported in writing within five business days after discovery and, in any event, within the applicable warranty period.

12.4 A claim must contain sufficient detail, including the order number, Product number, affected quantities, photographs and a description of the alleged defect.

12.5 If the Customer fails to report a claim within the applicable period, the Products shall be deemed accepted, except where the Customer could not reasonably have discovered the defect within that period.

12.6 The Customer shall preserve the Products and packaging and provide TAG with a reasonable opportunity to investigate the claim and to determine whether the alleged defect is covered by warranty before the Products are repaired, modified or disposed of by the Customer.

12.7 The submission of a claim does not suspend the Customer's payment obligations.

13. Returns

13.1 Returns require TAG's prior written return-material authorisation.

13.2 Products returned without authorisation may be refused or returned to the Customer at the Customer's expense.

13.3 Products must be returned in their original, undamaged and complete packaging, unless otherwise agreed.

13.4 Customised Products, private-label Products, discontinued Products and Products with broken seals cannot be returned unless defective and covered by warranty.

13.5 TAG may deduct inspection, handling, repackaging, refurbishment, transport and restocking costs from any credit issued.

14. Warranty

14.1 TAG warrants that Products shall substantially comply with the agreed specifications during the applicable warranty period.

14.2 Unless otherwise agreed, TAG's warranty obligation is limited, at TAG's discretion, to:

a. repair;
b. replacement; or
c. issuance of a credit for the affected Products.

14.3 Warranty does not cover defects caused by:

a. misuse or improper installation;
b. normal wear and tear;
c. accident, impact, moisture, heat or improper storage;
d. unauthorised repair, alteration or modification;
e. use contrary to documentation or instructions;
f. use with incompatible equipment or software; or
g. circumstances arising after the transfer of risk.

14.4 No additional warranty is given unless expressly confirmed in writing by TAG.

15. Product specifications and changes

15.1 TAG and its suppliers may modify specifications, components, packaging, labels, firmware, software or documentation, provided the essential agreed functionality is not materially impaired.

15.2 Product images, samples, descriptions and technical information are indicative unless expressly incorporated into the Agreement.

15.3 Minor differences from samples, images or previous deliveries do not constitute a defect.

16. Payment

16.1 Unless otherwise expressly agreed in writing, all invoices shall be paid within thirty (30) calendar days from the invoice date.

16.2 Any deviation from the standard payment term must be expressly agreed in writing in the relevant quotation, Order Confirmation or separate written agreement.

16.3 Payment shall be made in the invoiced currency and without deduction, discount, suspension, set-off or counterclaim.

16.4 The Customer may not withhold or suspend payment because of a complaint, return, warranty claim or dispute concerning the relevant delivery or any other delivery.

16.5 If payment is not received by the due date, the Customer shall be in default automatically and without any notice of default being required.

16.6 Overdue amounts shall accrue statutory commercial interest from the due date until full payment.

16.7 If the Customer fails to pay any amount when due, the Customer shall reimburse TAG for all reasonable costs incurred in connection with the recovery of overdue amounts, including extrajudicial collection costs, costs of legal proceedings and enforcement costs, in each case to the extent permitted by applicable law. Such costs shall be payable in addition to the overdue amount and interest, without prejudice to TAG's other rights and remedies.

16.8 Payments received shall first be applied to collection costs and interest and thereafter to the oldest outstanding invoice, regardless of any payment reference or allocation stated by the Customer.

16.9 The payment term shall commence on the invoice date. A delay in the Customer's internal approval, invoice processing or administrative procedures shall not extend the applicable payment term.

17. Credit, security and suspension

17.1 TAG may at any time, acting reasonably and having regard to the Customer's payment history and the circumstances reasonably known to TAG:

a. establish, amend or withdraw a credit limit;
b. require advance or interim payment;
c. require a bank guarantee, parent-company guarantee or other reasonable security; or
d. suspend production, shipment or delivery.

17.2 TAG may exercise these rights if:

a. an invoice is overdue;
b. the Customer exceeds its credit limit;
c. TAG has reasonable grounds to doubt the Customer's creditworthiness;
d. credit insurance is reduced, withdrawn or unavailable;
e. attachment is levied against the Customer;
f. insolvency, restructuring or liquidation proceedings are threatened or commenced; or
g. another circumstance occurs which reasonably indicates an increased payment risk.

17.3 In such circumstances, all amounts owed to TAG become immediately due and payable.

18. Retention of title

18.1 Ownership of Products supplied by TAG shall remain with TAG until all claims which may validly be secured by a retention of title under applicable Dutch law have been paid in full.

18.2 Until ownership transfers, the Customer shall:

a. keep the Products identifiable as TAG's property;
b. store them separately where reasonably practicable;
c. properly insure them against loss and damage;
d. not pledge, encumber or grant security over them; and
e. immediately notify TAG of any attachment, insolvency event or third-party claim.

18.3 The Customer may resell Products subject to retention of title only in the ordinary course of business and at arm's length. The Customer shall not pledge, encumber or otherwise grant any security interest over the Products before ownership has transferred to the Customer. To the extent permitted by applicable law, the Customer hereby grants TAG a pledge over all claims of the Customer against its customers arising from the resale of Products subject to TAG's retention of title, as security for all amounts owed by the Customer to TAG. The Customer shall, at TAG's first request, provide all information and cooperation reasonably required to establish or enforce such security.

18.4 If the Customer is in default, TAG may enter the premises where the Products are located and recover them. The Customer shall provide all necessary cooperation.

18.5 Recovery of Products does not prejudice TAG's right to claim payment, damages or costs.

19. Intellectual property

19.1 All intellectual-property rights in Products, designs, drawings, models, documentation, software, firmware, packaging and marketing materials remain with TAG or its licensors.

19.2 No intellectual-property rights are transferred to the Customer unless expressly agreed in writing.

19.3 The Customer may not copy, modify, reverse engineer, decompile, reproduce or use TAG's intellectual property outside the normal resale or use of the Products.

19.4 Products carrying TAG brands may be marketed only in accordance with TAG's applicable brand and channel guidelines.

20. Compliance, export and product safety

20.1 The Customer shall comply with all applicable laws and regulations relating to import, export, sanctions, product safety, labelling, batteries, waste, resale and market access.

20.2 The Customer shall not sell, export, re-export or otherwise supply Products to prohibited countries, persons or entities.

20.3 The Customer shall not alter Products, labels, serial numbers, regulatory markings, packaging or safety information without TAG's prior written consent.

20.4 The Customer shall maintain adequate traceability records and cooperate with product-safety investigations, corrective actions and recalls.

20.5 Costs caused by the Customer's breach, modification, unauthorised territory sale or failure to cooperate shall be borne by the Customer.

21. Force majeure

21.1 TAG shall not be liable for delay or non-performance caused by circumstances beyond its reasonable control.

21.2 Force majeure includes:

a. supplier or manufacturer failure;
b. shortages of materials, components, labour, energy or transport capacity;
c. production interruptions;
d. port congestion and transport disruption;
e. war, terrorism, sanctions or civil unrest;
f. pandemics and epidemics;
g. fire, flood, natural disaster or extreme weather;
h. strikes or industrial action;
i. cyber incidents, system failures or telecommunications outages;
j. governmental measures or import or export restrictions; and
k. changes in supplier allocation.

21.3 During force majeure, TAG's obligations shall be suspended.

21.4 TAG may allocate available supply among customers and fulfil the Agreement in part.

21.5 If force majeure continues for more than 90 days, TAG may terminate the affected part of the Agreement without liability.

22. Liability

22.1 TAG shall not be liable for indirect or consequential loss, except to the extent such loss cannot lawfully be excluded, including without limitation:

a. loss of profit or revenue;
b. business interruption;
c. loss of contracts, customers or goodwill;
d. loss or corruption of data;
e. missed savings or opportunities;
f. recall or field-action costs not caused by TAG; or
g. penalties owed by the Customer to third parties.

22.2 TAG's total liability for direct loss arising out of or in connection with an Agreement or otherwise shall be limited to the amount paid by its insurer in respect of the relevant event.

22.3 If, for any reason, no insurance payment is made, TAG's total liability shall be limited to the net invoice value of the Products directly affected by the event, subject to an aggregate maximum of EUR 25,000 per event and in any calendar year.

22.4 Where the same event gives rise to multiple claims, such claims shall be treated as one event for the purpose of the liability cap.

22.5 The exclusions and limitations of liability set out in this Article shall not apply to the extent that the relevant liability results from the willful misconduct or deliberate recklessness of TAG's managing directors or persons in charge of the management of its business, or to the extent that such exclusion or limitation is prohibited by mandatory applicable law.

22.6 Any claim against TAG must be brought within twelve (12) months after the date on which the Customer became aware, or reasonably should have become aware, of the event giving rise to the claim, subject to mandatory applicable limitation periods.

23. Indemnification

23.1 The Customer shall indemnify, defend and hold harmless TAG, its affiliates, directors, officers, employees and subcontractors from and against any and all third-party claims, demands, proceedings, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable legal and professional fees, arising out of or in connection with:

a. the Customer's breach of the Agreement or these General Terms & Conditions;
b. unauthorised modification, relabelling, repackaging or other treatment of the Products by or on behalf of the Customer;
c. Customer-provided specifications, designs or trademarks;
d. sale or use outside an agreed territory;
e. breach of export, sanctions or product regulations; or
f. representations or warranties made by the Customer beyond those authorised by TAG;

g. the Customer's failure to comply with TAG's instructions, warnings, safety information, storage requirements, installation requirements or other applicable Product documentation;
h. any recall, withdrawal, corrective action or other product-safety measure to the extent that the underlying cause is attributable to any circumstance referred to in this Article 23.

23.2 The indemnification obligations in Article 23.1 shall not apply to the extent that a third-party claim is caused by a defect or non-conformity for which TAG is legally responsible under the Agreement or applicable law.

23.3 TAG shall provide the Customer with reasonable cooperation in the defense of an indemnified claim, provided that the Customer reimburses TAG for reasonable out-of-pocket costs incurred in providing such cooperation.

23.4 The Customer shall not settle or otherwise compromise any third-party claim in a manner that:

a. imposes any admission of liability or obligation on TAG;
b. adversely affects TAG's reputation or intellectual-property rights; or
c. imposes any non-monetary obligation on TAG,

without TAG's prior written consent.

23.5 Nothing in this Article shall require the Customer to indemnify TAG to the extent that such indemnification would result from TAG's willful misconduct or deliberate recklessness or from liability which cannot lawfully be transferred to the Customer.

24. Confidentiality

24.1 Each party shall keep confidential all non-public commercial, financial, technical and operational information received from the other party.

24.2 Confidentiality does not apply to information that:

a. was lawfully known without restriction;
b. becomes public other than through breach;
c. is independently developed; or
d. must be disclosed by law, regulation or court order.

24.3 This Article remains in force after termination of the Agreement.

25. Suspension and termination

25.1 TAG may suspend performance or terminate all or part of an Agreement with immediate effect if the Customer:

a. materially breaches an Agreement or these General Terms & Conditions;
b. fails to pay on time;
c. fails to provide requested security;
d. becomes insolvent or ceases business;
e. becomes subject to attachment or restructuring proceedings; or
f. breaches applicable compliance or sanctions rules.

25.2 Termination does not affect accrued rights, payment obligations or claims for damages.

25.3 Provisions intended to survive termination shall remain effective, including payment, retention of title, liability, indemnification, intellectual property and confidentiality.

26. Assignment and subcontracting

26.1 TAG may assign or transfer its rights and obligations to an affiliated company or to a successor of its business.

26.2 TAG may engage suppliers, manufacturers, logistics providers and other subcontractors in performing the Agreement.

26.3 The Customer may not assign or transfer the Agreement without TAG's prior written consent.

27. Notices and electronic communication

27.1 Communications by email shall satisfy a requirement for written communication, unless these General Terms & Conditions expressly require a signed document.

27.2 Electronic Order Confirmations, invoices and other documents are valid without a handwritten signature.

27.3 The Customer is responsible for maintaining correct contact, delivery and invoice details.

28. Governing law and jurisdiction

28.1 All Agreements are governed exclusively by Dutch law.

28.2 The United Nations Convention on Contracts for the International Sale of Goods is excluded.

28.3 Any dispute shall be submitted exclusively to the competent court of the District Court of Midden-Nederland, unless mandatory law provides otherwise.

29. Language

29.1 These General Terms & Conditions may be translated.

29.2 In the event of inconsistency between language versions, the English version shall prevail, unless expressly agreed otherwise in writing.

30. Miscellaneous

30.1 If any provision is invalid or unenforceable, the remaining provisions shall remain in full force.

30.2 The invalid provision shall be replaced by a valid provision that most closely reflects its commercial purpose.

30.3 These General Terms & Conditions replace earlier versions for Agreements entered into after their effective date.

30.4 TAG may amend or supplement these General Terms & Conditions from time to time. Any amended version shall be published or otherwise made available to the Customer and shall state its effective date. Amendments published by TAG apply to Agreements from the stated effective date.

31. Privacy

31.1 Each party shall comply with applicable data protection legislation in connection with the performance of the Agreement. Where TAG processes personal data on behalf of the Customer as a processor, the parties shall enter into a separate data processing agreement where required by applicable law.

31.2 Each Party shall process personal data received from or made available by the other Party only to the extent necessary for the performance, administration and enforcement of the Agreement, and for such other purposes as are permitted by applicable data protection laws.

31.3 Unless otherwise agreed in writing, each Party acts as an independent controller in respect of the personal data it processes in connection with the Agreement and shall be independently responsible for complying with its obligations as a controller under applicable data protection laws.

31.4 Each Party shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such personal data, taking into account the nature, scope, context and purposes of the processing and the risks to the rights and freedoms of natural persons.

31.5 Each Party shall promptly notify the other Party if it becomes aware of a personal data breach or other security incident relating to personal data processed in connection with the Agreement, where notification is required under applicable data protection laws or where the incident may materially affect the other Party or its data subjects.

32. Product safety

32.1 Each party shall comply with all applicable laws and regulations relating to Product safety, product conformity, market surveillance, traceability, labelling, reporting obligations, corrective actions and recalls. The Customer shall promptly notify TAG of any actual or suspected Product safety issue, regulatory non-compliance, serious incident, injury, property damage or other circumstance that may reasonably require a corrective action, safety notice or recall. The Customer shall provide TAG with all reasonably available information relevant to the affected Products, including Product numbers, batch or serial numbers, quantities, sales channels, affected territories and details of the relevant incident or complaint.

32.2 TAG may, where reasonably necessary and subject to applicable law, investigate any actual or suspected Product safety issue and determine, in consultation with the Customer where reasonably practicable, whether a Product should be subject to a safety notice, corrective action, withdrawal, recall or other market measure. The Customer shall reasonably cooperate with TAG and any competent authority in connection with any Product safety investigation, corrective action, withdrawal or recall. The Customer shall promptly provide relevant distribution, inventory, customer

and traceability information and shall take reasonable steps to prevent further sale, distribution or use of affected Products where instructed by TAG or required by applicable law.

32.3 Neither party shall make a public statement, customer communication or regulatory notification concerning a Product safety issue that identifies the other party without prior consultation, except where such communication or notification is required by applicable law or by a competent authority.

32.4 TAG shall be responsible for the reasonable and documented costs of a corrective action or recall to the extent that the relevant Product safety issue is caused by a defect, non-conformity or failure for which TAG is legally responsible under the Agreement or applicable law.

32.5 The Customer shall be responsible for the reasonable costs of a corrective action or recall to the extent that the relevant Product safety issue results from:

a. the Customer's modification, alteration, relabelling, repackaging or configuration of the Product;
b. the Customer's failure to comply with TAG's instructions, specifications, warnings or applicable storage, handling, installation or resale requirements;
c. the Customer's combination or integration of the Product with other products or components in a manner not approved or reasonably foreseeable by TAG;
d. Customer-provided designs, specifications, materials, trademarks, packaging or other requirements; or
e. the Customer's sale, distribution or use of the Product in a territory or application not agreed with TAG or not reasonably foreseeable by TAG.

32.6 The Customer shall not initiate a voluntary recall, destruction or other material corrective action relating to Products supplied by TAG without first consulting TAG, unless immediate action is reasonably necessary to protect health or safety or is required by applicable law or a competent authority.

32.7 Nothing in this Article shall limit or exclude any obligation or liability that cannot lawfully be limited or excluded under applicable law, including mandatory Product safety, product liability or regulatory obligations.