



Terms & Conditions

Any Order placed by the Client (the company or individual placing the Order) with **BD International Group Limited**, a company incorporated and existing under the laws of Malta bearing company registration number C 61540, with registered office at Hudson House Burmarrad Road, Burmarrad, St. Paul's Bay, SPB9060, Malta ("BDI") (together "the Parties") shall be governed by these Terms and Conditions on an ongoing basis.

1. OBJECT – SUPPLY OF PRODUCTS, ORDERS & DELIVERY

1.1. Onboarding: Prior to entering into this Agreement, BDI has requested, and the Client has provided, certain "Know Your Client" information and documentation in order for BDI to ascertain the existence and financial standing of the Client's business ("the Client Onboarding Process"). The Client warrants and represents that all documents, declarations and information provided during the Client Onboarding Process are and shall remain true and valid throughout the Term. Any changes shall be communicated to BDI immediately and BDI reserves the right, in its absolute discretion, to request additional information and/or documentation. Furthermore, as part of the Client Onboarding Process, BDI may need to obtain consent from the Brands and, therefore, BDI's acceptance of the Client is also, in such cases, subject to such consents being granted from the relevant Brands.

1.2. Order Process:

- (a) Subject to the successful completion of the Client Onboarding Process, the Client shall be authorised to place orders with BDI for products carrying the brands specified and agreed upon by the BDI representative ("the Brands"). For the purpose of this Agreement, the items selected in each order shall be referred to as "the Products".
- (b) Any order shall be validly placed if submitted by the Client Representative (an individual appointed by the Client to place orders on its behalf) to BDI in writing, either electronically by email in the format agreed by BDI and the Client or electronically via the online ordering platform whereby BDI grants the Client access to the online Brands catalogue and allowing the Client to place orders via the said platform ("the Platform"). Any order submitted by the Client Representative to BDI through the channels described in this paragraph shall be referred to as "the Order/s".
- (c) The Client warrants and represents that the Client Representative is, and shall at all times be, duly authorised by the Client to place orders, execute transactions and perform any other actions related to the account. The Client agrees to promptly notify the Company of any changes in the Client Representative's authorisation status or in case of Orders via the Platform of any suspected unauthorised access to the Platform. It is acknowledged and agreed that actions taken by the Client Representative shall be considered binding on the Client unless and until the Client instructs otherwise. BDI shall not be held liable for any loss, damage or consequence arising from unauthorised access or use of the Platform by individuals not authorised by the Client. BDI reserves the right to terminate and suspend access to the Platform if it reasonably believes that the security of the account has been compromised or if there is a breach of this Agreement.
- (d) The Client undertakes to maintain the confidentiality and security of access credentials, ensuring that only the Client Representative is empowered to place orders.

1.3. Supply of Products: BDI shall supply, to the Client, the Products ordered in terms of the foregoing for Client to sell same at retail or wholesale (distribution) level as indicated and confirmed by the BDI representative, and which in all cases shall be limited to a Territory/Territories listed in the Brand Specific Terms and Conditions.

1.4. Order subject to Agreement and Special Terms: All Orders placed with BDI shall be subject to the present Terms and Conditions as well as the Brand Specific Terms & Conditions available at the following link: <https://hudson.com.mt/brand-specific-terms-conditions/>

1.5. Order Acceptance & Deposit: BDI may in its sole discretion accept or reject any order. BDI shall have no liability to the Client arising from any non-acceptance or cancellation of orders. Acceptance of an Order by BDI is subject to the payment of a non-refundable deposit as advised by BDI which shall, in all cases, be not less than twenty percent (20%) of the Order value and which shall be due and payable within thirty (30) days from the date of the Order. In the event that the deposit is not paid within the stipulated timeframe BDI shall cancel the Order. In the case of successive orders by the Client, BDI may, in its absolute discretion apply a deposit paid in respect of a previous Order to a then current Order as long as such previous Order has been settled in full and provided further that BDI may request the Client to top-up the deposit so as to ensure that it is at least twenty percent (20%) of then current Order value.

1.6. Modifications & Cancellation: Once an Order is submitted to BDI and a deposit is paid such Order is final and irrevocable and cannot be cancelled or modified by the Client. BDI shall liaise with Client in respect of any



modifications to the Order which may be necessary due to Product availability or quantities. The Client shall continue to be bound by the Order where such modifications do not exceed plus or minus ten percent (10%) of the value subject to, where applicable, to a proportionate top-up on the Deposit paid. BDI may, in its absolute discretion, approve modifications or cancellations requested by the Client subject to any additional conditions that BDI may deem necessary to impose.

1.7. Territory: The Products shall be sold to the Client for retail sale or distribution within the Territory or Territories confirmed by the BDI representative. Any re-exportation of the Products outside the Territory/Territories is prohibited. In the event that, the Client wishes to start placing Orders for delivery within a territory not made known to and confirmed by the BDI representative, it shall inform BDI in writing and the latter, may require further “Know Your Client” verifications and may, at its option, accept or reject the request.

1.8. Delivery Terms: The Products shall be delivered in accordance with the Delivery Terms set by the BDI representative and the Client is solely responsible for all the costs and expenses related thereto from the place indicated by BDI to the Client’s designated place of delivery within the Territory/Territories. Risk of loss of the Products transfers to the Client in accordance with the relevant Delivery Terms whereas title to the Products transfers to Client only upon full payment of the sums outstanding in relation to the said Products and any other Products for which payment is still outstanding. Therefore, BDI reserves the right to withhold the release of the Products and/or the shipping documents relating to such Products unless and until payment, in full, of all outstanding amounts is received.

1.9. Delivery Schedule: BDI shall provide the Client with information relating to the Order and delivery schedule via the Platform or otherwise in writing including by email in advance of the Order being shipped (“the Shipping Notification”) which Shipping Notification shall include the proposed shipping date/s in respect of the Order/s (“the Shipping Date”). Upon receipt of such Shipping Notification, and in all cases within fifteen (15) days from the date thereof, the Client shall confirm the Shipping Date/s for the respective Orders or otherwise request changes which changes shall be subject to acceptance by BDI. Once agreed no further changes shall be permissible. No changes shall be accepted if requested after the lapse of fifteen (15) calendar days from BDI’s Shipping Notification. Prior to the Shipping Date, the Client shall settle the invoice issued in respect of the Order as a condition for shipment of the said Order. Provided that the Parties may agree to credit terms as defined in by a BDI representative via email and in such cases the Client shall provide one, or a combination of, the Payment Security (as defined in Clause 3) measures requested by BDI at such time. BDI shall not ship the Order unless it has received payment in full in respect of that Order or, in the case of credit terms, unless and until it has received Payment Security in accordance with BDI’s requirements under Clause 3.

1.10. Deemed Cancellation: In the event that:-

- (a) The Client fails to confirm the Shipping Date/s contained in the original Shipping Notification within fifteen (15) days; or,
- (b) The Client requests modifications to the Shipping Date/s but fails to confirm any such modified shipping dates within thirty (30) days from the original Shipping Notification; or
- (c) The Client fails to pay the remaining balance or fail to provide the requisite Payment Security or fails to provide the Payment Security in the form required in accordance with Clause 3 (as the case may be); or
- (d) BDI is otherwise unable to ship the Order in accordance with the original / modified delivery schedule for cause or reason attributable to the Client.

BDI may in its absolute discretion cancel the Order and any subsequent season orders and such cancellation shall be considered a Client Cancellation as a result of which the Client shall forfeit the deposit paid in respect of any such Orders in favour of BDI and BDI may, in its absolute discretion, require the Client to pay the remaining balance due on the Order or appropriate the Products forming part of the Order to be disposed of by BDI in its absolute discretion. BDI further reserves the right to recover any costs incurred in respect of the Order.

1.11. Final Destination in Territory: Client warrants and represents that the final destination of the Products shall be within the Territory or Territories. BDI reserves the right, in its absolute discretion, to request documentary proof of such final destination being within a Territory/Territories.

1.12. Transport by Air: In case the Client or BDI require the delivery to be performed by means of air transportation, the Client is solely responsible for arranging such transportation and all the costs and expenses related thereto from the place indicated by BDI to the Client’s designated place of delivery within the Territory/Territories.

1.13. Insurance: The Client shall be responsible for and shall take out insurance cover in respect of any and all Products in terms of this Agreement covering such Products against all risks related their storage and shipment. BDI may, in its absolute discretion, request that BDI’s interests be noted in the relevant insurance policy.



1.14. Defective Products/ Order Deficiencies: Any claims relating to defective or missing products shall be considered in BDI's discretion and are subject to Brand conditions and/or requirements concerning returns. In the event that BDI accedes to the claim, a credit note shall be issued to the Client to be used against future orders.

1.15. Trade/Customs/Documentation/Duties: The Client shall be fully responsible for ensuring compliance with any trade customs, documentation, duties or other requirements applicable in the Territory/Territories. BDI shall provide sufficient product information for the Client to clear the Products at customs. The Client shall, upon written request from BDI, grant immediate access to the importation records for audit and risk inspections. In no event shall BDI be liable for any direct, indirect, special, or incidental damages, or fines arising from, resulting from, or in connection with the use of the information.

1.16. Product Recall: In the unlikely event that the Brand issues a product recall, the Client shall destroy or otherwise dispose of the Products as instructed by BDI and shall, subject to certifying the execution of BDI's instructions be entitled to a credit for the value of the Products so destroyed or disposed of.

1.17. Discount: The Client shall be granted the Discount as agreed and as communicated by BDI representative via email.

1.18. Retail Prices & Sales: The Client further agrees that retail prices as suggested by BDI shall be observed and where the Client is a distributor, the Client shall ensure that its clients also observe the recommended retail price. The Client is expressly prohibited from offering the Products at a discount. Any breach of this provision shall result in the imposition of fine by way of pre-liquidated damages for a sum equivalent to the Order value for the immediately preceding year.

1.19. Revision of Terms Agreed: BDI reserves the right in its absolute discretion to revise the Territories, Brands and the Discount from time to time by giving the Client three (3) months advance written notice and the Client shall have the option to terminate this agreement within one (1) month from receiving such notice from BDI. Any such termination shall be without prejudice to any Order placed by the Client and accepted by BDI.

2. TERM

The Parties agree that this Agreement shall take effect from the date of signing and shall remain in force unless and until terminated in accordance with Clause 6.

3. PAYMENT & PAYMENT SECURITY

3.1. All payments made by the Client to BDI shall be made in the currency stipulated in the invoice issued by BDI. Payments shall be received net of any charges.

3.2. Any payment made to BDI whether in full settlement or on account of the final price or otherwise by way of deposit shall be non-refundable irrespective of whether or not the Order has been shipped.

3.3. BDI reserves the right to charge interest on late payments at the maximum rate applicable in accordance with Maltese law.

3.4. Where credit terms are approved by BDI, BDI shall request, and the Client shall provide, one or more of the following forms of Payment Security prior to the Shipping Date:-

- (a) Bank Guarantee
- (b) Stand-By Letter of Credit (SBLC)
- (c) Documentary Letter of Credit.

3.5. Where BDI requests a Bank Guarantee and/or a Stand-By Letter of Credit such instrument shall be issued with the appropriate wording to secure payment of any outstanding amount due on Orders as well as any other sums (including pre-liquidated damages) payable under this Agreement. In particular the Bank Guarantee/SBLC shall satisfy the following conditions:

- (a) It shall be irrevocable
- (b) For the amount requested by BDI which amount shall be specified in the Bank Guarantee or SBLC;
- (c) In a text, and issued by a bank, satisfactory to BDI;
- (d) i) In the case of an SBLC, it must be confirmed by a Bank in Malta, at BDI's discretion, and subject to the current and appropriate ICC rules, practices and regulations;
ii) In the case of a Bank Guarantee, it must be re-issued by a Bank in Malta or otherwise at BDI's discretion, and subject to the current and appropriate ICC rules, practices and regulations, or subject to the laws of Malta.
- (e) It must be valid for the duration specified by BDI;
- (f) It must be unconditional and payable at first request, against presentation of a simple demand in writing;



(g) All banking charges for Client's account.

3.6. Where BDI requests a Documentary Letter of Credit such instrument shall be issued with the appropriate wording to secure payment of the outstanding amount due on an Order. In particular, the Documentary Letter of Credit shall satisfy the following conditions:

- (a) It shall be irrevocable, and subject to the current and appropriate ICC rules, practices and regulations;
- (b) For the amount requested by BDI which amount shall be specified in the LC;
- (c) It must be confirmed by a Bank in Malta, at BDI's discretion;
- (d) Valid for at least a period of ninety (90) days following the last Shipment Date or such other validity period required by BDI;
- (e) Documentary requirements, text, and issuing/confirming Bank subject to BDI's discretion; and
- (f) All banking charges for Client's account.

4. WARRANTIES

4.1. The Parties represent and warrant that they are fully authorised to enter into this Agreement, to perform their obligations under this Agreement and to comply with all the terms and conditions hereof and in doing so, they are not acting contrary to the rights of any third party, any agreement concluded with a third party and any applicable regulatory requirements.

4.2. The Client represents and warrants that it shall:-

- (a) Not purchase Products carrying the Brand/s from any entity other than BDI;
- (b) Not purchase, sell or otherwise deal in counterfeit products pertaining to the Brands;
- (c) In cases where the Client operates at retail level, only sell the Products to end customers;
- (d) In cases where the Client itself is a distributor,
 - (i) Resell to sub-distributors/ retailers after having performed the relevant checks and verifications on the said sub-distributor's / retailer's person and business and confirmed that the person/persons representing / acting for the sub-distributor / retailer (in any capacity) are of good character, repute and conduct and that the sub-distributor/retailer business they represent / act for is of good financial standing and good repute. Provided that in the case of the appointment of a sub-distributor, the Client shall liaise with BDI in order to obtain the prior authorisation from the Brand where necessary;
 - (ii) any sub-distributor /retailer appointed by the Client shall be bound by this Agreement in favour of the Client and such sub-distributor shall assume all obligations and responsibilities as though he/it were a "Client" and issue any declarations and/or self-certifications in favour of the Client as required by BDI from the Client in the Client Onboarding Process;
 - (iii) the Client shall, at all times, remain responsible towards BDI for any acts, omissions of any sub-distributor/ retailer, which acts or omissions would constitute a breach if committed by the Client and in such cases, BDI shall have the right to resort to any remedy in terms of this Agreement or at law against the Client in case of a breach committed by a sub-distributor/retailer appointed by the Client.
- (e) Refrain from offering, selling or delivering any Products to any person or entity which the Client knows or in the exercise of reasonable judgment should know intends to offer, sell distribute or deliver such Products in breach of this Agreement and/or the Brand Specific Terms & Conditions.

5. BREACH OF AGREEMENT

5.1. Without prejudice to BDI's other rights under this Agreement (including its rights of termination) or under applicable laws, should the Client breach its obligations BDI shall, upon providing written notification to the Client have the right to:

- (a) reduce or remove any discount for a certain period or time (the duration of such period is at BDI's sole discretion); or
- (b) require the Client to pay as a penalty an amount equivalent to the value of Orders placed in the prior twelve months subject to a minimum of €500,000 (five hundred thousand euros) per instance by way of pre-liquidated damages; or
- (c) the relevant penalty, fine, charge or other monetary punishment per instance under the applicable laws associated with any such breach. Either of the above to be paid in an equivalent amount in the currency specified in the duly issued invoice, at BDI's discretion, which will be immediately payable by the Client upon the receipt of BDI's written request.



5.2. This Clause shall not be construed to limit the rights and remedies of BDI and/or its affiliates under this Agreement and applicable law with respect to any such breach of this Agreement, including, without limitation:

- (a) BDI's right to claim specific performance of any of the aforementioned provisions in addition to the penalty set out above;
- (b) BDI's right to claim additional damages if BDI's damages are higher than the penalty set out in this clause;
- (c) BDI's right to terminate this Agreement set forth in Clause 6; and
- (d) any of BDI's rights and remedies with respect to any other breaches of this Agreement.

1.1. This clause shall also not be construed to limit any other liability provisions included in this Agreement, or the applicable law and jurisdiction provisions set out under Clause 10 below. For the avoidance of doubt, payment of the penalty set out in this Clause 5 shall not exonerate the Client from complying with any of its obligations under this Agreement, including without limitation the provision in relation to which the Client has paid the penalty.

6. TERMINATION

6.1. Each Party has the right to terminate this Agreement at any time by giving six (6) months prior written notice to the other. Provided that such termination shall be without prejudice to any Orders placed with BDI prior to the notice being given and this Agreement shall continue to apply in respect thereof until the successful completion of all outstanding Orders.

6.2. If the Client commits a breach of its obligations and commitments in terms of this Agreement and fails to remedy such breach within the timeframe specified by BDI in the written notification of breach issued by BDI, BDI may, without prejudice to the right to claim compensation for any damages or losses suffered as a result of the breach, terminate this Agreement with immediate effect by further written notice.

6.3. BDI shall have the right to terminate this Agreement with immediate effect upon written notification to the Client, in the event of the Client:

- (a) undergoing compulsory or voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose;
- (b) failing to place any orders for an uninterrupted period of six (6) months;
- (c) admitting to an inability to pay its debts as the same become due,
- (d) is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor;
- (e) the Client, its affiliates or affiliated outlets, equipment or premises are seized, taken over or foreclosed by a creditor or lessor;
- (f) the right to occupy or lease the premises for its company, affiliates or affiliated outlets is lost or terminated and the Client has not relocated the premises;
- (g) or any of its members of senior management, being convicted of a criminal offence or one involving fraud, tax evasion or dishonesty, or, in BDI's sole opinion, the Client or such members of senior management are involved in any behavior or operation that could adversely affect the good name or reputation of BDI, any of its affiliates or brands represented by BDI (i.e. engaging in unfair competition, disparaging the Trademarks, Products' brand), and/or infringes the Intellectual Property;
- (h) The Client assigns or otherwise transfers any right, or delegates or otherwise transfers any duty to perform or other obligation under this agreement, without BDI's prior consent or otherwise undergoes a change of control, which shall refer to a material change of the power to direct or cause the direction of management and policies or to appoint or remove or cause the appointment or removal of any directors, whether through the ownership of voting securities, by contract, or otherwise;
- (i) The Client breaches any of its material clauses or obligations, which determination remains at BDI's sole discretion;
- (j) The Client takes any actions that could potentially damage or infringe BDI's or the Brands' rights in the Intellectual Property;
- (k) If the Client repeatedly breaches the terms, covenants and conditions under this Agreement, regardless of whether the Client has remedied previous breaches or whether the provision breached is the same provision in connection to which the Client has received a notice of breach;
- (l) The Client acts in a manner that is inconsistent with the Intellectual Property and is detrimental to the goodwill and reputation of the Products and brands distributed by BDI; or
- (m) The Client engages in conduct which reflects materially and unfavorably upon the operation, the reputation of the business, the Brands, or the goodwill associated with the Brands or BDI.

6.4. Either Party may terminate this Agreement with immediate effect upon written notice if the other Party is affected by an event of Force Majeure which continues for a period of ninety (90) days or more. Force



majeure shall refer to an occurrence beyond the reasonable control of either Party including acts of God, insurrection or civil disorder, war or military operations, national or local emergencies, pandemics, fire, lightning, explosion, floods, unusually adverse weather conditions, strikes, industrial disputes (other than strikes by or industrial disputes with the employees, agents or sub-contractors of the affected Party), major and nationwide cyber-attacks and data breaches.

6.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

7. TERMINATION CONSEQUENCES

7.1. Whatever the cause, the termination of the agreement shall have the following consequences:

- (a) The Client shall immediately refrain from placing any future orders for the Products and access to the Platform shall be revoked with effect from the termination date;
- (b) The termination of this Agreement shall not impose any obligation on BDI to compensate the Client, including compensation for loss of profits or goodwill;
- (c) The Client shall be prohibited from utilising, in any manner, its former membership status in BDI's business network;
- (d) The Client shall cease all advertising, marketing, promotion and sale of activities related to the Products.
- (e) BDI reserves the right, at its own discretion, to cancel any and all pending deliveries. Additionally, BDI may, at its discretion, impose a penalty for any future order that has been placed but not yet invoiced.
- (f) The Client is responsible for the payment of all confirmed and outstanding orders.

8. CONFIDENTIALITY

8.1. The Client shall ensure that its directors, officers, employees, servants, agents and employees of its affiliates will keep the content of all reports, documents, materials and any other information disclosed by, or relating to BDI and to the content and execution of this Agreement confidential ("**Confidential Information**") and shall not disclose it to any third party (other than its financial, legal or other consultants who need to know the information, and then only on a confidential basis) without a prior written notice from the other Party. This provision shall survive any expiration or early termination of this Agreement.

8.2. Confidential Information shall be used by the Client only for the performance of this Agreement and to the extent necessary to be able to fulfil its obligations and responsibilities pursuant to this Agreement.

8.3. The Client shall impose, in turn, upon all personnel to whom any Confidential Information is revealed, obligations of confidentiality and restrictions on use identical to those contained in this agreement and to which they are subject to.

9. INTELLECTUAL PROPERTY

9.1. The Client shall refrain from using any intellectual property belonging or licensed to BDI including but not limited to patents, trademarks, copyrights and trade secrets ("the Intellectual Property") and the right to use such Intellectual Property shall pertain exclusively to BDI.

9.2. The Client acknowledges and declares that it shall have no right or claim over such Intellectual Property and or the intellectual property rights attaching to the Brands.

9.3. The Client agrees that it shall clearly indicate, in all public records pertaining to its business relationships, that the Client's business is independently owned and distinct from the operation of BDI's business and/or that of any Brand.

9.4. The Client shall not develop, create, generate, own, license, lease or use in any manner any medium or electronic medium which in any way uses or displays, in whole or in part, the Intellectual Property or any intellectual property right attaching to the Brands or symbols or terms confusingly similar thereto without BDI's express written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as BDI may establish from time to time.

9.5. The Client shall not use the Intellectual Property and/or the Brands for, or in respect of, or in conjunction with any products that compete with those offered by BDI. For the avoidance of doubt, the Client shall not apply or associate the Intellectual Property and/or the Brands with products that are similar to or in direct competition with the Intellectual Property and/or the Brands.

10. MISCELLANEOUS

10.1. Entire Agreement and Amendments in Writing



- (a) The provisions of this Agreement shall constitute the entire Agreement between the Parties and supersede all prior agreements and statements (whether oral or written) made by either Party.
- (b) No variation of this Agreement shall be valid unless it is in writing and signed by a representative of each of the Parties.
- (c) Each Party agrees that in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any Entity (whether a Party to this Agreement or not) other than as expressly set out in this Agreement.

10.2. Notices: All notices under this Agreement shall be in writing and delivered by email and confirmed via email

10.3. Independent contractors: The relationship between the Parties is that of independent contractors. The Client shall not assume any obligations nor make any representations on BDI's behalf, nor purport to bind BDI in any manner whatsoever.

10.4. No waiver: A waiver of any right or remedy under this Agreement by BDI is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by BDI to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

10.5. Assignment: The Client acknowledges and agrees that BDI may, at its sole discretion, assign or transfer its rights and obligations under this Agreement to any of its subsidiary or affiliated companies without the need for further consent from the Client. The Client further agrees to cooperate with BDI and any such the subsidiary company to effectuate the assignment or transfer.

10.6. No Assignment: The rights granted to, and obligations assumed by, the Client under this Agreement (including the right to use the trademarks) are personal to the Client and the Client shall not assign, sub-contract, sub-license or delegate any of its rights or obligations under this Agreement (including by way of debt factoring or invoice discounting), or procure or permit any other entity to use the trade marks, whether in respect of the Products or otherwise.

10.7. Severability: Any provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall be given no effect and shall be deemed not to be included in this Agreement for the relevant jurisdiction, but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the said invalid or unenforceable provision by a valid provision, the effect of which is the closest possible to the intended effect of the invalid or unenforceable provision.

10.8. Prevailing Clauses: In the event of a conflict between the provisions of this Agreement and the Brand Specific Terms and Conditions, the following order of precedence shall apply:-

- (a) the Brand Specific Terms & Conditions shall prevail insofar as the conflict relates to any breach of the Brand conditions for distribution;
- (b) In all other cases, this Agreement shall prevail.

10.9. Governing Law and Settlement of Disputes

a) This Agreement and/or any non-contractual obligations arising from or in connection with it are subject to the laws of Malta.

b) In furtherance to the above, both Parties, their owners, directors, and officers, are obliged to comply with the laws and regulations of Malta concerning the prevention of money laundering, terrorist financing, and other financial crimes. This obligation extends to refraining from providing goods and services to individuals or entities that may be subject to sanctions. In fulfilment of these legal and regulatory requirements, BDI or any of its affiliates reserve the right, without assuming any liability, to take necessary actions, including but not limited to the termination of this Agreement.

c) In the event of any dispute arising from this Agreement, the Parties agree to settle under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The Parties agree that the seat of Arbitration shall be Malta and that the language of arbitration shall be the English language.