

Lycored LTD General Terms and Conditions of Sale

I. DEFINITIONS

For purposes of these T&Cs, the following words have the following meanings:

1. **“LYCORED”** refers to LYCORED LTD., a registered company under the laws of the State of Israel, with registered office at Derech Hevron 60 Beer Sheva, Israel.
2. **“Buyer”** refers to any natural person or legal entity that enters into an Agreement (as defined below in II.1) with LYCORED, or wishes to do so, as well as any representative, authorized representative or legal successor to such person or entity.
3. **“Party” or “Parties”** individually refers to LYCORED or Buyer and collectively refers to both LYCORED and Buyer.
4. **“T&Cs”** refers to these General Terms and Conditions of Sale of LYCORED.

II. APPLICATION OF T&CS

1. These T&CS shall apply to all offers, quotations, orders and agreements (of purchase or otherwise), deliveries and work provided, issued, entered into, effected or carried out by or with LYCORED, unless the Parties expressly agree otherwise in writing signed by an authorized representative of each Party.
2. The Parties may also execute Commercial Terms setting forth specific commercial terms for the parties' contractual relationship. These Terms and Conditions, together with: (i) the Commercial Terms, if entered into, and (ii) order confirmation provided by LYCORED, and in the absence of an order confirmation, the invoice issued by LYCORED (hereinafter: the **“Commercial Documents”** or **“Agreement”**), constitute the entire agreement between the parties. In the event of a discrepancy between the Commercial Documents, the Commercial Terms shall prevail over these T&Cs. No supplement to and/or modification of the Agreement, or any part thereof, shall be effective unless made in writing and signed by LYCORED.
3. Buyer's terms and conditions for the purchase of goods or otherwise and any additional terms or inconsistent terms suggested by Buyer do not apply to the Agreement and shall be deemed invalid, unless such terms are explicitly accepted in a writing signed by an authorized representative of LYCORED. For the avoidance of doubt, LYCORED's Confirmation of Buyer's order (to which Buyer's general terms have been attached or referenced), shall not constitute acceptance of Buyer's general terms and conditions.
4. Buyer shall examine the Commercial Documents sent to it and shall inform LYCORED within 48 hours if Buyer has any comments or changes to such Commercial Documents.
5. Receipt of goods and/or payment for the said goods, whichever is earlier, shall constitute confirmation by Buyer of its consent to these T&Cs.

III. ACCEPTANCE OF AN ORDER AND BINDING AGREEMENT

1. Any quote or offer made by LYCORED to Buyer is not binding on LYCORED, except as stated in writing by LYCORED.
2. An Agreement with respect to a specific order shall only be complete and binding when LYCORED confirms the specific order in writing or starts to fulfill such order.
3. An offer or quotation by LYCORED for an order shall not apply to any future order.
4. Commercial Terms, if executed by the Parties, shall apply to each order for the applicable type of goods stated therein and for the term stated therein. However, each individual purchase order made subject to the Commercial Terms must also be confirmed by LYCORED in writing in accordance herewith.

IV. DELIVERY

1. All deliveries shall be delivered in accordance with the delivery terms agreed between the Parties in writing and signed by an authorized representative of LYCORED and the Buyer
2. A delivery date is an estimate only and shall not constitute a material deadline, unless expressly agreed otherwise in writing. In the event that delivery does not occur on or about the stated delivery date, LYCORED is required to notify Buyer of the delay. Any lead times stated in the Commercial Terms are an estimate only.
3. A failure to meet a delivery date shall not entitle Buyer to (i) seek or obtain compensation of any form whatsoever; (ii) decline acceptance, (iii) cancel the entire Agreement, or (iv) suspend partial or full compliance with any of Buyer's obligations under the Agreement, unless Buyer is entitled to do so pursuant to any applicable law or regulation.
4. LYCORED shall be deemed to have complied with its duty to effect delivery by presenting the relevant goods at the agreed delivery address. Proof of receipt signed by Buyer or Buyer's representative shall constitute proof of delivery or partial delivery, as the case may

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be.

5. In the event that Buyer fails to timely supply LYCORED with all the information necessary to effect delivery, the delivery date shall be postponed by the same amount of time which LYCORED is required to wait for such information.
6. LYCORED may fulfill an agreement in installments and may issue a separate invoice for each installment that has been fulfilled. When an Agreement is filled in installments, LYCORED may suspend completing a subsequent installment until such time as Buyer complies with all of its obligations towards LYCORED.

V. PACKAGING AND PACKAGING MATERIALS

1. LYCORED shall exercise reasonable care in its capacity as the manufacturer, in accordance with all applicable laws and regulations, when deciding on packaging and labeling goods that are to be delivered. Buyer bears responsibility for the storage or processing of empty or used packaging materials in accordance with any applicable laws or regulations.
2. Buyer shall comply with any and all safety precautions, directions for use and safe storage, and all guidelines and instructions set forth on the label of the goods.

VI. PRICES

1. Unless explicitly agreed otherwise in writing between the Parties, all prices in an Agreement are net, exclusive of taxes, and in USD.
2. All prices are based on the costs of raw materials, transport, packaging, manufacturing and labor ("**Costs**").
3. In the event that the Costs to LYCORED increase after an offer or quotation to Buyer or after purchase order is confirmed or after any other agreement between the Parties is executed or agreed upon, LYCORED is entitled to raise the price accordingly. This price increase also applies even if an increase in Costs was foreseeable at the time the offer or quotation was made.
4. LYCORED shall promptly notify Buyer in writing of any price increase based on Clause VI.3, and the price increase shall apply to all purchase orders received by LYCORED starting 60 days after the date of provision of such notice ("**Notice Date**"), unless a later date was mutually agreed by the Parties.
5. During the abovementioned 60-day notice period, Buyer shall be entitled to purchase with respect to goods for which there has been a price increase, at the original price, the greater of: (i) the applicable Minimum of Quantity of goods ("**MoQ**"), if an MoQ is specified in the Commercial Terms; (ii) quotient resulting from dividing that portion of the quantity that has not yet been purchased on the Notice Date by the number of months remaining in the Term, as specified in the Commercial Terms; or (iii) if a forecast has been provided for the calendar quarter in which the Notice Date falls, the quantity of goods stated in the forecast for such calendar quarter which was not purchased before the Notice Date.
6. Buyer alone shall be solely responsible for any taxes or other compulsory payments with respect to any monies payable by it to LYCORED. Buyer represents that no withholding is required to be paid by it in respect of any amounts payable under or in respect of the Commercial Documents. If, notwithstanding the above, a withholding requirement applies, then all amounts payable shall be grossed up so that the net amount payable by Buyer shall be the amount set out in the Commercial Documents.

VII. RETENTION OF OWNERSHIP

1. Any goods sold by LYCORED, even if delivered, remain the exclusive property of LYCORED as owner, until Buyer has fulfilled its duty as per Clause VIII below. LYCORED reserves the right to register its property in public registers, if any, and to re-possess any of the goods as long as payments due under the Agreement have not been received by LYCORED.
2. As long as ownership of the goods under the Agreement has not passed to Buyer, Buyer may not pledge or assign any right to the goods to a third party, except where this occurs pursuant to the normal transaction of its business. Upon request by LYCORED, Buyer shall have a duty to assist with pledging any amounts which Buyer is or will become entitled to claim from its own customers pursuant to the supply of goods.
3. Buyer shall have a duty to exercise reasonable care in storing any delivered goods that have been delivered but over which LYCORED still retains ownership pursuant to Clause VII.1.
4. In the event that Buyer fails to comply with its duty to make any and all payments under the Agreement or finds or is in danger of finding itself in financial difficulties, LYCORED shall be entitled to take back any goods that have been delivered subject to retention of title and which the Buyer still has in its possession. Buyer shall at all times grant LYCORED unrestricted access to its property and/or buildings to inspect the relevant goods and/or to enable LYCORED to exercise its rights hereunder.
5. The provisions of Clauses 1 to 4 above shall not affect any other rights which LYCORED may have.

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VIII. PAYMENT

1. Unless otherwise agreed by the Parties in writing, all invoiced amounts shall be paid in full within thirty (30) days after the invoice date, without any deduction, setoff or discount of any kind.
2. If full payment is not made on time, for any reason, Buyer is in default under the Agreement, without the need for any notice of default and, without prejudice to any other right which LYCORED may have. The effect of this Clause 2 is: (i) any other outstanding amount payable by the Buyer to LYCORED shall accelerate and become immediately due and payable; (ii) from the date on which such default commences until the date on which payment is made in full, in respect of which the time involved shall be counted in full months, LYCORED may charge default interest on the amount referred to in the invoice at the rate equal to the lesser of (x) 1% per month or (y) the highest rate permitted by law; (iii) Buyer shall be liable for the costs of collection, including reasonable attorney's fees; and (iv) Buyer shall also be liable to pay interest on the collection fees as calculated in sub-clause (iii).
3. In the event that Buyer is in default for non-payment, LYCORED reserves the right to halt any further deliveries to Buyer for the period of the default.
4. In the event Buyer purchases the Goods under "Cash in Advance" payments terms and requests the Goods to be delivered promptly, full payment for the Order shall be made within no later than ten (10) days of the Order date.
5. In the event payment for the Order was not placed within ten (10) days of the Order date, the Order shall be cancelled and LYCORED shall issue a cancelling notification to the Buyer.
6. In the event the Good is not available for prompt delivery, LYCORED shall inform the Buyer and the Parties shall agree on the payment terms to apply for the said Order. In no event shipment of the Good shall commence prior to full payment in accordance with the agreed payment terms.
7. "**Cash in Advance**" shall mean full payment by the Buyer for a specific Order in cash and in advance.

IX. TERMINATION OF AGREEMENT BY LYCORED

1. In the event Buyer (a) commences any case or proceeding under the bankruptcy, insolvency or equivalent laws in any jurisdiction; (b) has appointed for it or for any substantial part of its property a court- appointed receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official; (c) makes an assignment for the benefit of its creditors; (d) fails generally to pay its debts as they become due; (e) acquiesces to, or fails to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under bankruptcy, insolvency or equivalent laws in any jurisdiction, (f) becomes the subject of one or more judgments for the payment of money, or an attachment or levy upon any of its assets, in an aggregate amount in excess of \$10,000, and the same shall remain undischarged, unvacated, unbonded or unstayed for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or (g) takes any action for the purpose of effecting any of the foregoing (collectively, herein referred to as "Events of Insolvency"), then, in each case, Buyer shall immediately give notice of such event to LYCORED. Whether or not such notice is given, LYCORED shall have the right, to the fullest extent permitted under applicable law, following the occurrence of any Event of Insolvency and without prejudice to any other rights LYCORED may have, at any time thereafter to terminate this Agreement effective immediately upon giving notice to Buyer.
2. Furthermore, LYCORED reserves the right to terminate the Agreement if: (i) circumstances come to LYCORED's knowledge, which give it reasonable grounds to fear that Buyer will be unable to comply with its material obligations under the Agreement; or (ii) because of Buyer's delay, LYCORED can no longer be expected to comply with the Agreement under the terms and conditions to which the Parties originally agreed.
3. All outstanding amounts that Buyer owes to LYCORED when any of the circumstances referred to in Clauses 1 or 2 occur, shall fall due in full immediately, subject to LYCORED's right to seek full compensation for any harm or loss of earnings for which Buyer is culpable and reasonable attorney's fees for any judicial or extrajudicial legal assistance required to collect all amounts due.

X. FORCE MAJEURE

1. LYCORED is excused from delays in performing or from failure to perform under the Agreement to the extent such delays or failures result from causes beyond the reasonable control of LYCORED, including but not limited to, restrictive government measures of any nature whatsoever, war, revolution, traffic obstructions, forces of nature, acts of God, strikes, lockouts, civil disturbances, explosions, breakage or accident to machinery, unavailability of raw material or supplies, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable means, or any circumstances which LYCORED could not foresee and over which it could exercise no control ("Force Majeure Event").
2. In the event of a Force Majeure Event, LYCORED shall be entitled to cancel all or part of the Agreement by means of a registered letter, or to suspend all or part of the fulfillment of the orders under the Agreement, and it shall not be liable for any compensation in this respect.

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Subject to principles of equity and fairness, LYCORED shall be entitled to invoice Buyer for any part of an order that has been delivered, on a pro rata basis. LYCORED shall also be entitled to invoke this Clause X if a Force Majeure Event prevents LYCORED from complying with one or more obligation(s) under the Agreement.

3. Nevertheless, should the full or partial suspension referred to in Clause 2 above change the significance of LYCORED's subsequent performance to Buyer to such an extent that the latter can no longer be reasonably expected to consent to it, Buyer shall be discharged from its duty to purchase and its obligation to pay shall lapse with respect to the goods that have not been delivered.

XI. CANCELLATION / MODIFICATION OF THE AGREEMENT BY BUYER

1. Buyer is entitled to modify, postpone the Delivery Date of or cancel an Order issued by the Buyer and approved by LYCORED, all subject to the provisions set forth below.
2. In case of cancellation of an Order by the Buyer, or part thereof, LYCORED shall be entitled to charge a fee, as follows:
 - (i) If Buyer notifies LYCORED in writing about cancellation of an Order, or any part thereof, sixty (60) days or more prior to the Delivery Date, LYCORED shall not be entitled to charge a fee;
 - (ii) If Buyer notifies LYCORED in writing about cancellation of an Order, or part thereof, less than sixty (60) days and up to fourteen (14) days prior to the Delivery Date, LYCORED shall be entitled to charge a fee in the amount of 5% of the Order Value. "**Order Value**" for the purposes of this Agreement, means the total amount to be paid to LYCORED (without exclusions) pursuant to the Order Buyer seeks to modify, cancel, or postpone, in whole or in part. For the avoidance of doubt, the Order Value shall be net amount, calculated without any added taxes, including VAT.
 - (iii) if Buyer notifies LYCORED in writing about cancellation of an Order, or any part thereof, less than fourteen (14) days prior to the Delivery Date, the notification shall be rejected and LYCORED shall deliver the Order in accordance with the Delivery Date and terms as set forth in the Order.
3. In case of postponement of a Delivery Date of an Order, LYCORED shall be entitled to charge a fee, as follows:
 - (i) Buyer's written request to postpone the Delivery Date of an Order twenty-one (21) days or less prior to the original Delivery Date shall entitle LYCORED to charge a fee in the amount of 2.5% of the Order Value, with a minimum amount of 200\$ USD and up to the amount of 10,000\$ USD.
 - (ii) Buyer's written request to postpone the Delivery Date of an Order prior to twenty-one (21) days of the original Delivery Date shall be treated as follows:
 - If the postponed Delivery Date falls within the same quarter as the original Delivery Date, the Buyer shall be entitled to postpone the Delivery Date and LYCORED shall not be entitled to charge a fee;
 - If the postponed Delivery Date falls within the subsequent quarter or any quarter subsequent to the original Delivery Date, LYCORED shall be entitled to charge a fee in the amount of 2.5% of the Order Value."quarter" for the purposes of this Agreement, means a period of three (3) consecutive months in a year commencing on January 1st, April 1st, July 1st, and October 1st of each calendar year.
 - (iii) For the avoidance of doubt, the Delivery Date of an Order can be postponed only once.
 - (iv) In the event the goods are already in the transit on the date of the request, the Buyer shall not be entitled to postpone the Delivery Date.
4. LYCORED may reject a request for cancellation (in whole or in part) or postponement of an Order, as the case may be, at its sole discretion, if: (i) the request occurs after any part of that order has been fulfilled or delivered; or (ii) Buyer has previously requested postponement of all or part of the same Order; or (iii) where the goods that are to be delivered are manufactured, processed or treated especially for Buyer. If LYCORED despite the foregoing accepts a request for cancellation or postponement of an Order as set forth in subsections (i)-(iii) above, LYCORED reserves the right to charge a fee for such cancellation, modification or postponement, as determined by LYCORED.
5. In addition, and for the avoidance of any doubt, LYCORED may reject a request for any other modification, at its sole discretion (other than cancellation or postponement, which are dealt with in Sections 2,3 and 4 above). Without derogating from the foregoing, if any such modification is requested less than 14 days before the Delivery Date, LYCORED expressly reserves the right to charge a fee in the amount of 25% of the Order Value.
6. Cancellation, modification or postponement of an Order must be made in writing to LYCORED in accordance with the notice provisions set forth herein. The date of cancellation, modification or postponement shall be the date that notice was provided to LYCORED of such cancellation, modification or postponement in accordance with the notice provisions herein, provided that Buyer has acknowledged such cancellation, modification or postponement in writing. No cancellation, modification or postponement shall be deemed to have occurred unless acknowledged in writing by LYCORED and it shall be Buyer's obligation to ensure that the notice action.

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XII. CLAIMS AND LIMITATIONS OF LIABILITY

1. LYCORED's liability with respect to defective goods, for breach of warranty or contract, or for failure to effect delivery or to do so properly or on time, shall not exceed the net selling price or invoiced amount of that portion of the goods that are defective or with respect to which the breach occurred. Furthermore, LYCORED's liability for loss occasioned by defective goods or packaging materials, or negligence shall be confined to direct harm suffered by any person or damage to goods.
2. LYCORED shall not be liable under the Agreement for indirect loss, which includes but is not limited to, incidental, consequential or special damages, or loss of earnings, savings or profit, or any loss due to a disruption of business.
3. LYCORED shall not be liable under the Agreement for any loss due to the improper use, processing or treatment of any goods delivered, regardless of whether or not such use, processing or treatment is contrary to the standards and values applicable in the relevant industry.
4. LYCORED shall not be liable under the Agreement for loss of any nature whatsoever which is due to the fact that LYCORED acted on the basis of incorrect and/or incomplete information supplied by Buyer.
5. The limitation in Clauses 1-4 will not apply to losses or damages caused by LYCORED's willful misconduct or gross negligence or to the extent prohibited by applicable law.
6. Any claim against LYCORED shall lapse one (1) year after it arises, unless legal proceedings are instituted against LYCORED in this respect prior to that date.
7. Buyer must notify LYCORED in writing of any defect within five (5) business days after receiving the goods concerned. In order to limit any loss, Buyer shall comply with any instructions issued by LYCORED with regard to the relevant goods and packaging materials. Subject to subsection 10 below, where it is only possible to detect a defect in a good at a later stage (a hidden defect), LYCORED must be notified by Buyer of such defect by the earlier of: (i) fifteen (15) days after such defect is discovered or (ii) 60 days from the date goods were received.
8. Without derogating from any other provision herein, Buyer shall test goods for any latent defects (including chemical examinations) on the earlier of: (i) 60 days after goods were received or (ii) before incorporating goods into any Altered Goods (as defined in Section 10 below). If any defect is discovered in such testing, then Buyer shall notify LYCORED in accordance with the provisions herein and within the timeframe set forth in Section 7 above. If Buyer has not notified LYCORED of any such defect within the aforesaid timeframe or has not performed testing, in breach of its obligations herein, any defect, if discovered later in the goods or Altered Goods shall be conclusively deemed to have arisen due to the actions of Buyer and LYCORED shall bear no liability with respect thereto.
9. If Buyer issues a complaint to LYCORED with regard to any goods delivered, Buyer must allow LYCORED to arrange for the relevant goods to be inspected by an expert or an independent inspector agreed upon by LYCORED. Should the expert/inspector declare the goods to be defective in accordance with the complaint, LYCORED shall be liable for the costs of the inspection (including costs of shipping to any such inspector). If not, Buyer shall be liable for those costs (including shipping costs).
10. Buyer's opening of LYCORED's packaging will invalidate LYCORED's warranty in respect of the goods and contents of that packaging, if provided. Buyer shall be solely responsible for any repackaging, re-labeling or alteration of the labelling or packaging of any of the goods; or any addition, dilution, alteration, adulteration or change to the goods, including incorporation of any goods in any end products ("**Altered Goods**"). Such Altered Goods and all warranties given by Lycored, if provided, shall be immediately null and void, following any such act, and Buyer shall indemnify LYCORED and hold it harmless from any claim or damage resulting from such Altered Goods.
11. Failure to notify LYCORED of a defect within the timeframes set forth above shall constitute a waiver by Buyer of any claim for defect in the Products.
12. LYCORED has not made and makes no warranties whatsoever, except as set forth in the Agreement. These warranties are made in lieu of, and LYCORED disclaims all other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. Buyer's sole and exclusive remedy for any breach of the warranties under the Agreement is limited to receiving either (i) a like quantity of the defective goods to replace any quantity shown to be inconsistent with such warranty or (ii) the price paid for such defective goods by Buyer to LYCORED. The choice of remedy is solely that of LYCORED. The preceding provisions set forth LYCORED's exclusive liability and Buyer's exclusive remedy in contract, tort, law or equity hereunder for breach of product warranties. In no event will LYCORED be liable for any loss of profit, loss of revenue, loss of use of the goods, consequential, exemplary, special punitive or incidental damages or costs or penalties of any kind, howsoever calculated or classified, arising under this Agreement, whether arising in tort, contract, warranty or otherwise.
13. Following LYCORED's first demand, Buyer shall, indemnify, defend and hold harmless LYCORED, its affiliates, and their respective directors, officers, agents and employees ("LYCORED Indemnitees") from and against any and all suits, claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) the commercialization of any goods by Buyer and/or (b) commercialization of any Altered Goods; and/or (c) for any breach of Buyer's obligations set forth in this Agreement. The foregoing indemnification shall not apply to the extent that Buyer can prove arises solely out of: (i) the gross negligence or willful misconduct of LYCORED or (ii) LYCORED's intellectual property (alone and not in combination with other materials provided or incorporated with the

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goods by the Buyer).

XIII. NON-DISCLOSURE AND PRIVACY

1. Each Party shall treat all data and/or information about the other Party's business ("Confidential Information") in the strictest confidence and shall not disclose same to any third party, unless the Confidential Information was known to the recipient before the Agreement was entered into and this can be shown to be the case, or was supplied by a third party under a duty of non-disclosure, where the aforementioned Confidential information must be deemed to be common knowledge. If requested to do so, a Buyer shall sign a non-disclosure agreement prepared by LYCORED.
2. LYCORED will process, as a Controller, personal data of Buyer, and their employees and sales representatives (Data Subjects), for the purposes of performance under the Agreement and other legal requirements. The Parties do not expect any personal data to be shared other than contact details of relevant personnel. LYCORED may share personal data with third parties (including but not limited to: other LYCORED affiliates, suppliers, and governmental authorities if required). Buyer shall provide all the necessary information required under applicable data protection and privacy laws, to the relevant Data Subjects and, where necessary obtain all the necessary consents and authorizations for LYCORED and its affiliates to process such personal data for the above purposes.

XIV. GOVERNING LAW AND DISPUTES

1. Regardless of the place of execution or performance of the Agreement, any claim, controversy or dispute arising under or relating to the Agreement, the relationship of the Parties and the interpretation and enforcement of the rights and duties of the Parties ("Disputes"), shall be solely governed by and construed in accordance with the laws of the State of Israel. The scope of application of the Vienna Convention on Contracts of Sale (CISG) 1980 is explicitly excluded.
2. Disputes shall be subject to the exclusive jurisdiction of the authorized courts in the Tel Aviv District, Israel. Notwithstanding the foregoing, either Party may seek injunctive relief in any authorized court of law.
3. Unless otherwise agreed in writing, all terms and conditions of trade shall be interpreted in accordance with the 2020 edition of the Incoterms published by the International Chamber of Commerce.

XV. INTELLECTUAL PROPERTY

1. All patent, registered trademark, unregistered trademark, copyright and other intellectual property rights in or in connection with the goods shall remain the property of LYCORED or its affiliates.
2. LYCORED gives no warranty as to the patent, registered trademark, unregistered trademark, copyright and other intellectual property rights in or in connection with the goods.

XVI. NON-WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by LYCORED in respect of any default, breach or non-observance or by anything done or omitted to be done by the Buyer. The waiver by LYCORED of any default, breach or non-compliance under this Agreement shall not operate as a waiver of its rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

XVII. NOTICES

All notices provided by one party to the other shall be provided in writing, and sent by registered mail, facsimile, or e-mail. Notice to LYCORED shall be provided only in accordance with the details provided in the Commercial Documents, and if not provided therein, to the customer service email at: lycored-ch-service@adama.com. Notices to LYCORED shall reference the Commercial Documentation between the Parties to which the notice relates and the name of the contact within LYCORED who serviced the customer's account.