

GENERAL SALES AND DELIVERY CONDITIONS GRAPHARMA B.V.

All products delivered by Grapharma are subject to the following conditions:

DEFINITIONS

The following definitions apply to our Conditions of Purchase:

Agreement: any agreement between Buyer and Grapharma, whereby Grapharma is a supplier of Products.

Buyer: Grapharma's contractual counterparty.

Delivery: making Products available to the Buyer under valid title, whether or not subject to conditions precedent or dissolution.

Grapharma B.V.: a private company with limited liability Grapharma B.V., with registered office and place of business at 5741 HC Beek en Donk at the Beekerheide 22 c, registered in the Trade Register of the Chamber of Commerce with number: 17050811.

Buyer: the contracted counterparty to Grapharma

Order: the written order to deliver to Grapharma.

Parties: Grapharma and Buyer jointly.

Products: the physical goods delivered by Grapharma to Buyer and as laid down and specified in the Order confirmed in writing by Grapharma.

Quotation: the written offer from the Supplier to Grapharma to deliver Products at a certain price.

Recall: the recall and removal of Products that have a quality deviation observed by the Buyer or the producer of the Product in connection with an observed deviation in quality, safety and (re)functioning of a product.

Terms and Conditions of Sale: these "General Terms and Conditions of Sale and Delivery"

2. APPLICABILITY AND SCOPE

- 2.1 The Terms and Conditions of Sale apply to all Requests, Orders, offers and Agreements with the Buyer and the staff of the Buyer and third parties engaged by the Buyer in the performance of the Agreement. The Terms and Conditions of Sale also apply to Orders placed by a Purchaser with Grapharma via the Grapharma website.
- 2.2 The parties can only agree on deviation from the Terms and Conditions of Sale in writing.
- 2.3 The Buyer's general Terms and Conditions or other special terms and conditions, under whatever name, are not applicable, irrespective of the time at which they are invoked.
- 2.4 If the Terms and Conditions of Sale conflict with provisions of the Agreement, the provisions of the Agreement shall prevail.
- 2.5 The Buyer shall be deemed to have accepted the Terms and Conditions of Sale as soon as delivery of a product has commenced.
- 2.6 An Agreement between Grapharma and Buyer is concluded at the moment of written confirmation by Grapharma of an Order, or Quotation within five working days after receipt of an Order or, Quotation, or by the actual execution of the Order concerned by Grapharma. An Agreement may be revoked by Grapharma

in the event that Buyer does not meet the conditions or has in the past provided incorrect or incomplete information to Grapharma. In that case, Grapharma will inform Buyer within ten days after receipt of the Order.

- 2.7 Grapharma reserves the right to unilaterally modify these Sales Conditions.
- 2.8 All offers are non-binding and valid for thirty (30) days, unless otherwise indicated in writing. Grapharma is always entitled to revoke an Offer. If Buyer accepts this non-binding offer, Grapharma has the right to withdraw the offer within seven (7) days after acceptance.
- 2.9 Contracts are entered into by Grapharma under the dissolving condition precedent of failure to obtain one or more of the licenses required for the execution of the Contract or the withdrawal of one or more of the licenses required for the Supply.

3. RIGHTS AND OBLIGATIONS

- 3.1 Grapharma will deliver the Products to the best of its ability, exercising the due care that may be expected of a reasonable and diligent trader.
- 3.2 Grapharma has the right in the implementation of the Agreement, at its own discretion, to involve and deploy the persons employed by or affiliated with Grapharma or any other third party(ies) Grapharma deems most appropriate for this purpose.

4. DELIVERY, TRANSFER RISK AND RETENTION OF OWNERSHIP

- 4.1 The Products are delivered Ex Works in accordance with the Incoterms 2010, unless explicitly agreed otherwise in writing by Grapharma and Buyer prior to Delivery. Grapharma determines the location of loading, unless explicitly agreed otherwise in writing. With regard to the chosen transport, Grapharma complies to the current GDP guidelines.
- 4.2 The packaging and labelling of the Products to be delivered by Grapharma shall be in accordance with the GDP guidelines applicable at the time of Delivery and at the place of Delivery. Buyer must transport the Products (or have them transported) under the storage conditions prescribed by Grapharma in order to claim the guarantees set out in article 7.1 of these Sales Terms and Conditions and the return conditions referred to in article 7.6 of these Sales Terms and Conditions.
- 4.2 The risk relating to the Products shall pass to the Buyer at the time of Delivery of the Products.
- 4.3 All risks and obligations relating to insurance, licenses, authorizations and other formalities are transferred to Buyer from the moment the Products are delivered to Buyer at an address of Grapharma or the third parties engaged by it.
- 4.4 The Products, whether processed or unprocessed, remain the property of Grapharma until the moment that Buyer has fulfilled all its obligations towards Grapharma, regardless of whether these obligations arise and/or are related to the Delivery of the Products at Buyer's risk and expense, or whether Grapharma has already made the Products available to Buyer.
- 4.5 Buyer shall inform Grapharma immediately by telephone and by registered letter if one or more third parties assert (alleged) rights on the Products which are subject to a retention of title pursuant to this article.

5. INDICATIVE DEADLINES

Deadlines mentioned on documents from or intended for Grapharma are only indicative. A deadline is only fatal when Parties have agreed in advance in writing.

6. PRICES, INVOICING, EXCLUSION OF THE RIGHT OF SET-OFF

- 6.1 All prices charged by Grapharma are exclusive of VAT (unless a Product is exempt from VAT) and any additional costs for storage, transport and/or formalities, such as licenses, customs clearance costs.
- 6.2 Grapharma withholds the right to amend prices. Grapharma will make every effort to inform Buyer of such a change in prices before Delivery.
- 6.3 Should Grapharma deliver Products to Buyer outside the scope of the agreed Delivery of Products, at the request of or after written consent of Buyer, Grapharma shall charge Buyer for these Products on the basis of post-calculation based on the rates applicable at that time.
- 6.4 Buyer is not entitled to set off any claims on Grapharma against any due and payable claim of Grapharma on Buyer.
- 6.5 Grapharma is at all times entitled to suspend its delivery obligations until a moment to be determined by Grapharma.
- 6.6 Grapharma is entitled to oblige Buyer to provide a bank guarantee or any other form of security.
- 6.7 Payments made first serve to pay all interest and costs due in respect of invoices already paid and then to pay the longest outstanding invoices, even if the Buyer states that the payment relates to an invoice of a later date. The contestation of an invoice shall not release the Buyer from its obligation to pay the relevant invoice.
- 6.8 From the moment that Buyer is in default, all other claims of Grapharma against Buyer shall become due and payable immediately, without further notice of default being required.
- 6.9 Unless stated otherwise on the invoice, the Buyer is obliged to pay invoices within fourteen (14) days of the invoice date, without any right of suspension. If the term of payment is exceeded, the Buyer will owe, without any notice of default being required, monthly default interest at the statutory rate plus 1% (one percent) on the outstanding amount, with a minimum amount of €40,-- (forty euros) per invoice. Part of a month will count as a full month. In addition, Grapharma is entitled to recover all judicial and extrajudicial collection costs incurred by it, including attorney's fees.
- 6.10 Buyer must submit disputed invoices to Grapharma within 8 (eight) days from the date of the invoices. The term of payment shall not be suspended as a result of such a dispute.
- 6.11 If Buyer does not pay his claim after notice of default, Grapharma shall be obliged to assign the claim. In addition to the amount owed by Buyer to Grapharma at that time, Buyer shall owe Grapharma all additional judicial and extrajudicial (collection) costs, the amount of which shall be set at a minimum of 15% (fifteen percent) of the total amount owed with a minimum of € 500,-- (five hundred euros), without prejudice to all other rights of Grapharma.

7. GUARANTEES

- 7.1 Grapharma guarantees that the delivered Products will meet the agreed specifications. Grapharma does not guarantee that any Product will meet the requirements of Buyer or is fit for any purpose of Buyer. In the case of Products purchased by Grapharma from third parties and subsequently delivered to Buyer, the guarantee period shall be the same as that given by the third party to Grapharma.
- 7.2 All rights of Buyer shall expire if (i) Buyer is unable to demonstrate that Grapharma's instructions regarding storage, management and/or use of the Products delivered or otherwise have been followed exactly, (ii) Buyer has used the Products delivered improperly or not in accordance with the agreed or customary destination, (iii) Buyer or third parties engaged have carried out work on the Products delivered without Grapharma's consent, (iv) if the Product is (also) an advice, Buyer has not followed the advice, is incomplete or incorrect and/or (v) if Buyer has not complained to Grapharma with regard to the defect in the

delivered Products within ten (10) days after it has discovered, or could reasonably have been discovered, a defect in the delivered Products and in any case within four (4) weeks after the Products have been delivered.

- 7.3 Buyer guarantees that it will comply with all obligations arising from applicable laws and regulations, including but not limited to GMP, GLP, GCP and/or GDP requirements. Should it appear that the buyer does not comply with all the aforementioned obligations, the buyer will, at Grapharma's first request, make all necessary changes to comply with the obligations.
- 7.4 Within fourteen (14) days of the date of receipt of the Products at the delivery address, the Buyer will check whether Delivery is in accordance with the Agreement. Buyer shall be deemed to have accepted all Products (i) which it has not refused within these fourteen (14) days, or (ii) which it has not complained about to Grapharma in writing, or (iii) which it has put into use.
- 7.5 In the event of any failure to comply with the Agreement, Buyer shall immediately inform Grapharma thereof by e-mail and by registered letter, submitting all written evidence relating thereto. If the information provided by Buyer sufficiently substantiates that there is any failure to comply with the Agreement, Grapharma will replace or repair the Products or part of the Products as soon as possible, but at the latest within a period of thirty (30) days at the discretion of Grapharma, free of charge.
- 7.6 Products may only be returned to Grapharma upon Grapharma's prior written consent to the return address indicated by Grapharma and in accordance with Grapharma's instructions. The costs of transport and the risk of the Products to be returned are for Buyer. Products offered for return as a result of Buyer's failure to comply with the storage conditions prescribed by Grapharma are not eligible for return.
- 7.7 If, in the opinion of Grapharma, replacement or repair is not reasonable or possible, Grapharma will proceed to refund to Grapharma the amount paid by Buyer to Grapharma for the Products, after deduction of a fee that may reasonably be considered as compensation for the use of the Products.

8. OBLIGATION TO PROVIDE INFORMATION IN THE EVENT OF NON-CONFORMITY AND PUBLIC HEALTH

Buyer shall immediately inform Grapharma in writing if it discovers a defect in the Products that constitutes a risk to public health, a patient or the integrity of the Products. Buyer shall also do so if its side-effects or other reactions become known to an end user of a Product. Buyer shall inform Grapharma of the number of Products for which the risk has been observed and inform Grapharma of the nature of the defect.

9. RECALL AND REIMBURSEMENT OF COSTS

- 9.1 If the manufacturer of the Products delivered by Grapharma must start a Recall, Buyer shall do everything Grapharma requests to return the Products.
- 9.2 The Buyer is obliged to keep records in which all relevant dates concerning the Product are included, including the date of delivery or re-delivery.
- 9.3 In the event of a Recall, which is due to a defect in the Products that is at the expense and risk of Grapharma, Grapharma shall only compensate Buyer for the quantified and sufficiently financially substantiated direct damage resulting from the Recall. This obligation excludes indirect or other damages, including, but not limited to, damages resulting from costs incurred in respect of replacement products, loss of profit and claims by third parties against the Buyer.

10. CONFIDENTIALITY

- 10.1 The Buyer is obliged to keep all information it becomes aware of under the Agreement confidential, except if the information in question has been made public without the Buyer having breached its obligation of confidentiality, or if the Buyer has a legal obligation to disclose the information to a third party.

10.2 If Buyer is obliged by virtue of a legal obligation to disclose the information, Buyer shall inform Grapharma immediately and before disclosure of the information.

10.3 In the event of violation of this article, Buyer shall owe Grapharma a penalty of € 10.000,- (ten thousand euros) for each violation and of € 5.000,- (five thousand euros) for each day that the violation continues, which penalty(s) shall be immediately payable. This fine is without prejudice to Grapharma's right to compensation.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights to materials, items, concepts, ideas, models, designs or otherwise supplied by Grapharma to Buyer and/or developed by Grapharma or its employees or third parties engaged by Grapharma in the context of the Agreement, an offer or Order, shall remain the property of Grapharma and/or its licensors.

11.2 If and to the extent that Buyer can nevertheless be deemed to be the owner of the rights referred to in article 11.1, Buyer shall transfer these rights to Grapharma and perform all acts necessary for the transfer.

11.3 Grapharma is entitled to apply for patents in its name and on its behalf for the protection of inventions made by it or its employees under the Agreement.

12. PROCESSING OF PERSONAL DATA

12.1 The Parties guarantee that all legal regulations concerning personal data to be processed, including in particular all applicable privacy legislation, have been and will be complied with.

12.2 The Parties will ensure adequate security of the personal data (according to the state of the art).

13. LIABILITY AND INDEMNITY

13.1 Buyer shall indemnify Grapharma against any damage resulting from the acts or omissions of Buyer or its employees.

13.2 The liability of Grapharma is limited to direct damage resulting from an attributable shortcoming of Grapharma or intent or gross negligence on the part of Grapharma.

13.3 Buyer shall indemnify Grapharma against all third party claims that may be brought against Grapharma for infringement of the applicable law and/or regulations and/or legal retention periods and/or any other acts or omissions by Buyer.

13.4 If the Agreement with Grapharma has been entered into with more than one contracting party, each contracting party shall be jointly and severally liable towards Grapharma.

14. TERMINATION AND DISSOLUTION

14.1 Grapharma is entitled to terminate the Agreement with Buyer at any time without cause, taking into account a period of 30 (thirty) days.

14.2 In addition, Grapharma shall be entitled to dissolve the Agreement with Buyer immediately without judicial intervention, in whole or in part, if (i) Buyer fails imputably in the fulfilment of any obligation under the Agreement and Buyer fails to res this shortcoming within 7 (seven) days after receipt of a written notice of default to this effect; (ii) a petition has been filed for the Buyer's bankruptcy or suspension of payments, (the business of) the Buyer is wound up or dissolved or it is otherwise apparent that the Buyer is no longer able to fulfil its obligations; (iii) the Buyer ceases its business activities or sells (a substantial part of) its business activities; or (iv) there is a change of control over the Buyer.

15. GENERAL PROVISIONS

- 15.1 The parties can only waive a right conferred by the Agreement or the law in writing. This written waiver shall not constitute a waiver of any other right or of any right arising as a result of a breach by the other Party of the right waived.
- 15.2 Failure or delay in exercising a right under this Agreement or the law shall not constitute a waiver of that right or any other right and shall in no way restrict the exercise of that right or any other right. Partial exercise of a right under this Agreement or by law shall not constitute a restriction on the ability to exercise that right or any other right in full at any time thereafter.
- 15.3 If any provision of the Agreement is null and void or annulled, this shall not affect the validity of the remaining provisions of the Agreement. If any provision of the Agreement is null and void or is annulled, the Parties will amend it in a minimum manner so that it becomes valid again. If this is not possible, Parties will disregard the relevant provisions.
- 15.4 Nothing in the Agreement is intended to have the effect of or shall be construed as establishing a partnership or joint venture between the Parties to appoint one Party as agent of the other or to allow one Party to act on behalf of the other Party in legal proceedings. Each Party hereby confirms that it is acting only for its own benefit and not for the benefit of any other Party.
- 15.5 Only Parties, their successors in title and parties to whom rights and obligations under this Agreement have been validly transferred may exercise rights under this Agreement. Parties hereby exclude the effect of a third-party clause pursuant to Section 6:253 of the Dutch Civil Code.
- 15.6 These Terms and Conditions, Agreements, Offers and Quotations are exclusively governed by Dutch law. Applicability of the Vienna Sales Convention of 11 April 1980 is excluded.
- 15.7 In the event of disputes concerning these Terms and Conditions of Sale, offers, Orders and/or Agreements, the competent court in the Arrondissement of Rotterdam (Rotterdam location) shall have exclusive jurisdiction to settle such disputes.
- 15.8 These Terms and Conditions of Sale have been filed with the Chamber of Commerce.
- 15.9 The most recent filed version or, as the case may be, the version in force at the time of the establishment of the legal relationship between Grapharma and Buyer, as the case may be, shall always apply. Grapharma has the right to unilaterally modify its Sales Conditions.
- 15.10 The Dutch text of the Terms and Conditions of Sale is strictly and always decisive for the interpretation of the terms and conditions.
- 15.11 Even after the end of the relationship between Grapharma and Buyer, the provisions of the Conditions of Sale, which by their nature are intended to remain in force after the end of the relationship, will also remain in force.
- 15.12 If any provision in the Conditions of Sale or in an Agreement concluded between the parties is null and void or is annulled, cannot otherwise be invoked effectively, the other provisions will remain in full force and effective and the parties will act as far as possible within the limits of the law in respect of the provision in question, with due observance of the purpose and purport of that provision in question.