

GENERAL PURCHASE CONDITIONS GRAPHARMA B.V.

All Products and services to be purchased by Grapharma are subject to the following general terms and conditions:

1. DEFINITIONS

The following definitions apply to our Purchase Conditions:

Agreement: the purchase transaction through Grapharma and Supplier have agreed to deliver Products to Grapharma by Supplier in accordance with the provisions of the Purchase Conditions and at a price set by Grapharma and Supplier in the Agreement.

Delivery: the delivery by Supplier of the Products accordance with the agreed specifications at the time and address indicated by Grapharma.

Grapharma: the 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 with the Chamber of Commerce under number: 17050811.

Offer: any offer made by a Supplier to Grapharma in connection with Products and/or services, in whatever form and in whatever manner.

Product: a product ordered by Grapharma from Supplier through a Purchase Order, including the packaging of that product.

Purchase Conditions: these General Purchase Conditions.

Purchase order: an order on demand from Grapharma to Supplier of one or more Products.

Recall: the recall and removal of Products delivered to Grapharma by Supplier that have a quality deviation identified by Grapharma or the manufacturer of the Product in connection with an observed deviation in quality, safety and (re)functioning of a Product.

Supplier: any (legal) person who makes an Offer to Grapharma, with whom Grapharma will enter an Agreement, or with whom Grapharma enters into or has entered an Agreement.

2. APPLICABILITY OF PURCHASE CONDITIONS

- 2.1 All Offers from a (potential) Supplier to Grapharma, all Contracts entered into by Grapharma with its Suppliers and all Deliveries from Supplier to Grapharma are subject to the Purchase Conditions. By making an Offer, concluding an Agreement, executing a Purchase Order or delivering Products and/or Services, Supplier accepts the applicability of the Purchase Conditions.
- 2.2 All deliveries from Supplier to Grapharma shall be governed by the provisions of the Agreement, including these Purchase Conditions.
- 2.3 The applicability of general terms and conditions of sale and/or other conditions of Supplier is not accepted by Grapharma and is strictly excluded.
- 2.4 Once the Purchase Conditions apply to an Offer, Agreement, Purchase Order or Delivery by Supplier to Grapharma, they, or at least the most recent version of those Purchase Conditions, shall also apply without

any notice being required to any other Offer, Agreement, Purchase Order or Delivery by Supplier to Grapharma.

- 2.5 In the event of conflict between what has been separately agreed between the parties and these purchase conditions, that what has been separately agreed in writing shall prevail.

3. OFFER, AGREEMENT AND PURCHASE ORDER

- 3.1 All requests for information made by Grapharma to Supplier or the making of an Offer by Supplier are without obligation and do not bind Grapharma.
- 3.2 Every Offer made by Supplier shall be irrevocable for at least fourteen (14) days, effective as of the moment of Offer receipt by Grapharma.
- 3.3 An Agreement is concluded between Grapharma and Supplier by written confirmation by Grapharma of an Offer through a Purchase Order.
- 3.4 Supplier is not entitled to change the Purchase Order or execute it in a different manner to, unless Grapharma has consented to it in writing.
- 3.5 Supplier shall not be entitled to assign the execution of an Agreement or Purchase Order, in whole or in part, to one or more third parties, unless Grapharma has agreed to this in writing in advance. In that case, Supplier shall at all times remain fully responsible for the correct execution of the Agreement or Purchase Order.
- 3.6 Grapharma reserves the right to cancel the Delivery by written notification to Supplier, provided that the cancellation is made known thirty (30) working days before the Delivery. In the event that Grapharma invokes cancellation, it shall not owe Supplier any compensation.

4. SUPPLIER'S WARRANTIES

- 4.1 Supplier guarantees:
- a) that the Products are delivered according to the agreed specifications;
 - b) that the Products are fit for the purpose and use arising from the nature of the Products;
 - c) that the Products and the production process used to create them comply with all applicable industry standards and requirements and legal regulations;
 - d) that the Products are properly and undamaged packed in accordance with the provisions of the applicable laws and the conditions as set out by Grapharma;
 - e) that the Products are delivered on time with a correct, complete and timely description Product data in a manner prescribed by Grapharma;
 - f) that the Products are free from any rights or claims of third parties;
 - g) that the Products comply with all obligations arising from applicable laws and regulations, including but not limited to reach GMP, GLP, GCP and/or GDP requirements. Should it appear that the Purchaser does not comply with all the aforementioned obligations, the Purchaser will, at Grapharma's first request, make all necessary changes to comply with the obligations.
- 4.2 If one or more Products do not meet the agreed specifications or one of the other conditions is not complied with by Supplier, Grapharma may demand compliance with the Agreement in which case Supplier must deliver the Products to Grapharma in accordance with the agreed specifications and/or other conditions. Grapharma may also dissolve the Agreement as a whole or in part. All this without prejudice to the other rights Grapharma may have against Supplier, including but not limited to the right of compensation.

4.3 In any event, Supplier must - without being entitled to any reimbursement of costs - at the first request of Grapharma, collect the Products directly from Grapharma and destroy them at its own expense and risk, unless Grapharma and the Supplier agree upon another destination for the rejected Products.

4.4 If Supplier does not comply with the provisions in article 4.1. of these Purchase Conditions, Grapharma may suspend the inclusion of the Product in its product range, no longer purchase the Product from Supplier and/or charge the costs it has incurred to Supplier for the completion of the Product data by Grapharma, without prejudice to the other rights Grapharma has towards Supplier as a result of this shortcoming on the part of Supplier.

4.5 If Grapharma has to execute a Recall with regard to Products delivered to Grapharma, Supplier shall provide all reasonably necessary cooperation to Grapharma and perform to Grapharma requests to carry out such a Recall and indemnify and hold Grapharma harmless against all claims from third parties resulting from the Recall.

5. PRICES, INVOICING AND PAYMENT

5.1 All prices are exclusive of VAT, but inclusive of all other taxes, duties, fees and costs, including the costs of the agreed method of Delivery and Delivery to the agreed location(s) and packaging, insofar as such packaging is not packaging.

5.2 All prices of Products are fixed.

5.3 Invoicing shall be processed as indicated by Grapharma. The term of payment of an undisputed invoice is sixty (60) days. A complaint related to an invoice shall be made by Grapharma within the term of payment and Grapharma may suspend its obligation to pay until Grapharma and Supplier have resolved such dispute on the invoice, or an irrevocable judicial decision has been made on the disputed invoice.

5.4 Grapharma is entitled to set off all claims that it or a company affiliated to it has against Supplier at any time, without further consent, against all claims of Supplier against it or a company affiliated to it. Supplier shall not be permitted to set off any claim of Supplier against any claim of Supplier against Grapharma, other than upon the prior written consent of Grapharma.

5.5 All claims of Supplier against Grapharma shall lapse after six (6) months, effective of the day on which Supplier became aware or could reasonably have become aware of this right of action against Grapharma.

5.6 Additional work and/or other deviations from the Agreement, including when it concerns a cutback or an improvement, will only be taken into account if these have been previously reported by Supplier to Grapharma and have been instructed in writing by Grapharma.

5.7 Supplier is not entitled to assign, pledge or transfer ownership under any title whatsoever a claim against Grapharma arising from a Purchase Order to a third party without Grapharma's prior written consent and is excluded as set out in article 3:83 section 2 of the Dutch Civil Code.

6. DELIVERY, OWNERSHIP AND RISK

6.1 Supplier is obliged to deliver the Products in accordance with the Agreement and Purchase Order, at the location(s) indicated by Grapharma, at the Delivery date and time indicated by Grapharma and in accordance with Grapharma's guidelines .

6.2 Delivery of the Products by Supplier to Grapharma has taken place if an authorized person has signed on behalf of Grapharma for the receipt of the Products.

- 6.3 Acceptance of the Products by Grapharma only qualifies as Delivery but does not imply acceptance of the Products either in terms of quantity or quality .
- 6.4 The Delivery date and time at which the Products must be delivered by Supplier to Grapharma are deadlines. If these deadlines are exceeded, Supplier shall be in default and Grapharma shall be entitled to dissolve the Purchase Order in whole or in part, this without prejudice to all other rights of Grapharma towards Supplier. In addition, Supplier forfeits a fine of € 1.000,-- per violation and € 500,-- per day as long as the violation continues.
- 6.5 Unless agreed otherwise in writing Supplier is not entitled to make partial Deliveries. If the execution of partial Deliveries has been agreed in writing, then for the application of these Purchase Conditions Delivery is also defined as a partial Delivery.
- 6.6 Supplier is not authorized to suspend its obligations towards Grapharma.
- 6.7 Nor shall Supplier be permitted to entrust all or part of the Supply to third parties without Grapharma 's prior written consent.
- 6.8 Without the prior written consent of Grapharma, Supplier is not entitled to use employees made available by third parties.
- 6.9 At Grapharma' s first request, Supplier must provide the specifications of the Delivery within two (2) working days after the aforementioned request.
- 6.10 Grapharma can carry out an audit (or have an audit carried out) at the Supplier with the aim of checking whether Supplier's (production) process is of suitable and good quality, which at least meets the (legal) requirements to be set. Supplier is obliged to cooperate with this audit without delay by providing all information and/or written documents necessary for the audit in Grapharma' s view.
- 6.11 Ownership and risk of Products shall transfer to Grapharma at the time of Delivery, unless otherwise agreed in writing or if the Product is rejected by Grapharma during or after Delivery .
- 6.12 Supplier guarantees that full ownership of Products is obtained by Grapharma without any restriction in title or use.
- 6.13 Supplier waives all rights of retention of title of the Products.

7. INTELLECTUAL PROPERTY

- 7.1 Supplier guarantees that the purchase, sale and/or Delivery and any other use of the Products does not infringe any Intellectual Property right of itself, its affiliated companies or any third party(ies). Intellectual property right of a Product means all rights to and in connection with the Products, including but not limited to copyrights, trademark rights, patent rights, design rights and database rights and rights to know-how and recipes, including rights that can be equated therewith.
- 7.2 Supplier indemnifies Grapharma against all costs and damages resulting from claims by third parties based on the allegation that a Product (including packaging) infringes an intellectual property right of that third party. Grapharma shall immediately inform Supplier of an alleged infringement and Supplier shall assume the handling of the case, including making any settlements, and bear the full costs thereof.
- 7.3 If third parties claim the Intellectual Property Rights relating to Products, Supplier shall immediately notify Grapharma of such a claim. If Grapharma so indicates, it shall be authorized, to the exclusion of Supplier,

to settle such claims, including making any settlements. Supplier will provide all necessary cooperation to this and carefully follow the instructions of Grapharma.

8. CONFIDENTIALITY

- 8.1 Supplier shall keep all information and data it obtains from Grapharma pursuant to the Agreement and/or in which Grapharma gives Supplier direct or indirect, conscious or unconscious access, in whatever way and in whatever form, confidential and shall not make them available to third parties, unless these data are of general knowledge, or disclosure thereof is required by law, pursuant to other regulations or as a result of a court ruling.
- 8.2 Confidentiality is defined that the Supplier may not disclose the data in any way whatsoever, either verbally, in writing or digitally, or in any other way, either directly or indirectly, regardless of whether the disclosure was for that purpose, without Grapharma's prior written consent.
- 8.3 Supplier will use its best efforts to impose these confidentiality obligations to all its affiliated companies (including parent, sister and subsidiary companies) and natural persons, including employees.
- 8.4 Supplier is not entitled to use the information and data for purposes other than the purpose for which the information and data have been provided and only to the extent the use of the data is necessary for this purpose.
- 8.5 The provisions of this article shall also remain in force after the contractual relationship between Grapharma and Supplier has expired or has terminated for any reason whatsoever.

9. END OF AGREEMENT

- 9.1 Grapharma may terminate the Agreement in whole or in part with immediate effect, without observance of a notice period or without being obliged to pay compensation for costs or damage to Supplier, if:
- any circumstance on the basis of which Grapharma has reasonable doubts about the continuity in the correct fulfilment by Supplier of its obligations to Grapharma;
 - Grapharma is confronted with a strongly reduced demand for one or more Products as a result of (justified or unjustified) fear of health risks or another damage to the reputation of Supplier or one or more Products and this reduced demand persists for at least two (2) weeks;
 - Supplier has applied for a moratorium of debts; Supplier has been granted such a moratorium; Supplier has applied for its own bankruptcy or has been declared bankrupt;
 - Supplier discontinues, liquidates or dissolves its business;
 - there is a change of ownership or control of Supplier.
- 9.2 If at any time the Agreement qualifies as an infinite continuance agreement, Grapharma is entitled to terminate the Agreement upon a two months prior notice and Supplier is entitled to terminate the Agreement upon a six months prior notice.
- 9.3 If Supplier is prevented from complying with the provisions of the Agreement (partially or in whole) by a force majeure event more than fourteen (14) continuous days, Grapharma shall be entitled to dissolve the Agreement in full or for the part not yet executed, without any notice of default or judicial intervention being required and without being obliged to compensate Supplier for any costs or damage. Force majeure on the part of Supplier shall in any case not apply in the event of lack of labor, strikes, illness among personnel, late deliveries by Suppliers, unexpected price increases, rejected raw materials/ingredients required in the production process or a shortcoming on the part of a third party towards Supplier.
- 9.4 If the Agreement expires or is terminated for any reason whatsoever, all claims of Grapharma against Supplier shall become due and payable immediately.

10. PERSONAL DATA

- 10.1 If and insofar as Supplier obtains personal data for the benefit of Grapharma in the execution of its obligations under the Agreement, these personal data shall at all times remain with Grapharma. The Supplier only obtains the right to process the personal data for the implementation of the Agreement or Purchase Order and shall never claim any right with regard to these personal data.
- 10.2 Supplier guarantees that it will fully comply with all obligations laid down in the General Data Protection Directive (GDPR) or any other laws and regulations applicable to the processing of personal data. It also guarantees that it has implemented appropriate technical and organizational measures to protect the personal data against loss or against any form of unlawful processing. These measures shall ensure an appropriate level of security, taking into account state of the art of and are designed to prevent unnecessary further processing of personal data.
- 10.3 Supplier shall at all times provide all cooperation and information necessary for Grapharma to fulfil its obligations under the GTC. In that context Supplier shall always timely comply with the instructions or requests given by Grapharma.
- 10.4 In the event of (i) unauthorized access, processing, removal, mutilation, loss or any form of unlawful processing of the personal data or (ii) an incident that may lead to unlawful processing, Supplier Grapharma shall inform Grapharma of this in writing immediately, but no later than 24 hours after the discovery. In doing so, Supplier shall provide all relevant information regarding the nature of the incident, the risk that data has been or may be processed unlawfully and the measures that have been or will be taken to solve the incident or to limit the consequences/damage as much as possible .

11. APPLICABLE LAW AND DISPUTES

- 11.1 All disputes arising from or in connection with any offer, the Agreement, a Purchase Order and all related non-contractual obligations shall be governed by Dutch law.
- 11.2 The applicability of the Vienna Sales Convention is excluded.
- 11.3 To the exclusion of any other court, the court of the district of Rotterdam, location Rotterdam, shall have exclusive jurisdiction to settle the dispute or disputes. Grapharma shall be entitled to submit a dispute to another court, competent according to the general rules of jurisdiction.

12. LOCATION, AMENDMENT OF CONDITIONS

- 12.1 These Purchase Conditions have been filed with the Chamber of Commerce.
- 12.2 The most recent filed version or, as the case may be, the version valid at the time of the establishment of the legal relationship between Grapharma and Supplier will always apply. Grapharma has the right to unilaterally change its Purchase Conditions.
- 12.3 The Dutch text of the Purchase Conditions is strictly and always binding for the interpretation of the conditions.

13. FINAL PROVISIONS

- 13.1 Even after the end of the relationship between Grapharma and Supplier, the provisions of the Purchase Conditions, which by their nature are intended to remain in force after the end of the relationship, remain in force.

- 13.2 If any provision in the Purchase Conditions or in an Agreement concluded between the parties is null and void or is annulled, cannot otherwise be effectively invoked, the other provisions will remain in full force and effect and the parties will act in respect of the provision affected as far as possible within the limits of the law, with due observance of the purpose and purport of that provision in question.

