

The following General Conditions of Purchase apply to all Products and services purchased by Grapharma:

1. DEFINITIONS

The following definitions apply to our General Conditions of Purchase:

Offer	any offer issued by a Supplier to Grapharma in connection with Products and/or Services, in any form and in any manner whatsoever.
Article	an essential part of this agreement in which arrangements are set down.
GDPR	General Data Protection Regulation.
Grapharma	the private company with limited liability Grapharma B.V., with its registered office and main place of business at Beekerheide 22c [5741 HC] in Beek en Donk, the Netherlands, registered in the Commercial Register of the Chamber of Commerce under number 17050811.
Purchase Order	an order on demand Grapharma places with a Supplier for one or more Products.
Purchase Conditions	These General Conditions of Purchase.
Supplier	any natural or legal person who makes an Offer to Grapharma with whom Grapharma shall conclude or has concluded an Agreement.
Delivery	the delivery of the Products by the Supplier according to the agreed specifications at the time and to the address given by Grapharma.
Agreement	the purchase transaction whereby Grapharma and the Supplier have agreed to the Delivery by the Supplier to Grapharma of Products in accordance with the provisions of the Conditions of Purchase and for the price set by Grapharma and the Supplier in the Agreement.
Product	a product that Grapharma orders from the Supplier by means of a Purchase Order, including the packaging of that product.
Recall	recalling and removing Products delivered to Grapharma by the supplier that have identified quality defects identified by Grapharma or the producer of the Product in connection with an observable defect in quality, safety, processing and effect of a Product.

2. APPLICABILITY OF THE PURCHASE CONDITIONS

- 2.1 The Purchase Conditions apply to all Offers from a Supplier or potential Supplier issued to Grapharma, to all Agreements Grapharma concludes with Suppliers, and to all deliveries the Supplier makes to Grapharma. By making an Offer, concluding an Agreement, executing a Purchase Order or delivering Products and/or Services, the Supplier accepts the applicability of the Purchase Conditions.
- 2.2 All Suppliers deliveries to Grapharma shall be governed by the provisions of the Agreement, including these Purchase Conditions.
- 2.3 Grapharma does not accept the applicability of General Conditions of Sale and/or other conditions of Supplier, which shall be explicitly excluded.
- 2.4 If the Purchase Conditions already apply to any Order, Agreement, Purchase Order or delivery of Supplier to Grapharma, then they, i.e. the most recent version of these Purchase Conditions, shall also without further statement apply to any other Offer, Agreement, Purchase Order or delivery of Supplier to Grapharma.
- 2.5 In the case of a conflict between that which has been agreed by the parties separately and these Purchase Conditions, that which has been agreed separately in writing shall prevail.

3. OFFER, AGREEMENT AND PURCHASE ORDER

- 3.1 All requests for information issued by Grapharma to the Supplier, or an Offer issued by the Supplier, shall be obligation free and not binding on Grapharma.
- 3.2 Any Offer issued by the Supplier is irrevocable for at least fourteen (14) days, to be counted from the time the Offer has been received by Grapharma.
- 3.3 An Agreement shall be established between Grapharma and the Supplier by a written confirmation of an Offer by Grapharma in the form of a Purchase Order.
- 3.4 The Supplier is not entitled to change the Purchase Order or execute it in a different way, unless Grapharma has consented thereto in writing.
- 3.5 The Supplier is not entitled to transfer execution of the Agreement or Purchase Order fully or in part to one or more third parties, unless Grapharma has given prior written consent thereto. In such cases, the Supplier shall remain at all times responsible for the correct execution of the Agreement or Purchase Order.
- 3.6 Grapharma reserves the right to cancel the Delivery by sending a written notification to the Supplier, provided the cancellation is communicated thirty (30) working days before the Delivery. If Grapharma invokes cancellation, it shall not owe the Supplier any amount as compensation for damages.

4. SUPPLIER GUARANTEES

- 4.1 The Supplier guarantees:
- a) that the Products shall be delivered according to the agreed specifications;
 - b) that the Products shall be suitable for the purpose and use arising from the nature of the Products;
 - c) that the Products and the production process whereby they have been produced shall meet all the applicable industry standards and requirements and legal provisions;
 - d) that the Products shall be properly packaged and the packaging is not damaged, according to the applicable requirements and/or the conditions drawn up by Grapharma;
 - e) that the Products shall be delivered in a timely manner with a functional, complete and accurate description of the Product details, in the manner instructed by Grapharma;
 - f) that the Products shall be free of any limited right, qualitative right or other third-party claim;
 - g) that the Products shall meet all obligations arising under applicable laws and regulations, including but not limited to REACH, GMP, GLP, GCP and/or GDP guidelines. Should it become evident that the Buyer is not meeting all the aforesaid obligations, then the Buyer shall implement the required changes to as yet meet these obligations upon Grapharma's first request.
- 4.2 If one or more Products do not satisfy the agreed specifications or the Supplier does not comply with one of the other conditions, Grapharma can demand compliance with the Agreement, in which case the Supplier must deliver the Products to Grapharma in accordance with the specifications and/or other conditions. Grapharma can also dissolve the Agreement fully or in part. All the foregoing shall be without prejudice to Grapharma's other rights vis-à-vis the Supplier, including the right to compensation for damages.
- 4.3 In every case, the Supplier is required – without being entitled to any compensation for costs – to pick up the Products immediately from Grapharma upon Grapharma's first request and destroy the same at its own expense and risk, unless Grapharma and the Supplier agree to a different use for the rejected Products.

4.4 If the Supplier does not satisfy the provisions of Article 4.1 of these Purchase Conditions, Grapharma can suspend the Product from its product range, no longer purchase the Product from the Supplier and/or charge the Supplier for the costs it has incurred as a consequence of this shortcoming of the Supplier for having to complete the Product details, without prejudice to the other rights Grapharma has vis-à-vis the Supplier.

4.5 If Grapharma shall be required to proceed to a Recall in respect of Products delivered to Grapharma, the Supplier shall lend all the reasonably necessary cooperation to Grapharma and undertake to do everything Grapharma requests in order to execute such a Recall and compensate Grapharma for all damages and indemnify it against all claims of third parties arising from the Recall.

5. **PRICE, INVOICING AND PAYMENT**

5.1 All prices shall be exclusive of turnover tax but include all other taxes, rights, fees and costs, including the costs for the agreed method of Delivery at the agreed location(s) and packaging, insofar as such packaging is not emballage.

5.2 All prices of Products are fixed prices.

5.3 Invoicing shall take place in the manner instructed by Grapharma. The payment term for an undisputed invoice is sixty (60) days. An invoice disputed by Grapharma within the payment term shall suspend Grapharma's payment obligation until Grapharma and the Supplier have reached agreement about the invoice, or an irrevocable judicial ruling has been handed down regarding the disputed invoice.

5.4 Grapharma is entitled to offset any claims that it or any of its associated companies receive at any time from the Supplier, without further consent, against all claims of the Supplier against Grapharma or any company associated with it. The Supplier is not permitted to offset any of its claims with any claim of the Supplier against Grapharma, except with the written consent of Grapharma.

5.5 All the Supplier's claims against Grapharma shall lapse after six (6) months, counting from the day on which the Supplier became informed or reasonably could have been informed of this claim against Grapharma.

5.6 Additional work or other deviations from the Agreement, even if they concern a cost savings or improvement, shall exclusively be taken into consideration if the Supplier has notified Grapharma of these in advance and assigned in writing by Grapharma.

5.7 The Supplier is prohibited from assigning, pledging or transferring ownership of claims against Grapharma arising from the order, under any title whatsoever, without the prior written consent of Grapharma. The transferability of aforesaid claims as referred to in Book 3, Section 83(2) of the Dutch Civil Code shall be explicitly excluded.

6. **DELIVERY, OWNERSHIP AND RISK**

6.1 The Supplier shall be obliged to Deliver the Products, in accordance with the Agreement and Purchase Order, to the designated location(s) on the delivery date and at the delivery time designated by Grapharma, and in accordance with Grapharma's guidelines.

6.2 Delivery of the Products by the Supplier to Grapharma shall have taken place when the authorized person assigned by Grapharma has signed for receipt of the Products.

6.3 Receiving the Products by Grapharma solely qualifies as delivery but not as acceptance of the Products with regard to quantity or quality.

- 6.4 The delivery date and time at which the Products are delivered to Grapharma by the Supplier shall be a final deadline. The Supplier shall be in default upon violation of such a deadline and Grapharma shall be entitled to dissolve the Purchase Order fully or in part, without prejudice to all Grapharma's other rights vis-à-vis the Supplier. In addition, the Supplier shall be forfeit a fine of € 1,000 for each violation and € 500 per day for as long as the violation continues.
- 6.5 Unless agreed otherwise in writing, the Supplier shall not be entitled to make partial deliveries. If partial deliveries have been agreed, under "Delivery" partial deliveries shall also be understood under the application of these Purchase Conditions.
- 6.6 The Supplier is not authorized to suspend its obligations vis-à-vis Grapharma.
- 6.7 Nor is the Supplier permitted to transfer the Delivery fully or in part to third parties, without Grapharma's prior written consent.
- 6.8 Without Grapharma's prior written consent, the Supplier is not permitted to make use of manpower or seconded manpower made available by third parties.
- 6.9 The Supplier is required to provide Grapharma with the specifications of the Delivery upon Grapharma's first request within two (2) working days of the said request.
- 6.10 Grapharma may execute an audit, or have it executed, with the objective of checking whether the Supplier's (production) process meets quality standards, whether it at least meets the relevant requirements, including legal requirements. The Supplier is obliged to lend cooperation to such an audit without delay by providing all the necessary information and/or written documentation that, in Grapharma's view, is required for the audit.
- 6.11 Ownership and risk of Products is transferred to Grapharma at the time of the Delivery, unless agreed otherwise in writing or the Product is rejected by Grapharma during or after Delivery.
- 6.12 The Supplier guarantees that Grapharma shall acquire the unencumbered ownership of the Products.
- 6.13 The Supplier waives all rights and authorizations it has been granted on the grounds of right of retention or right to reclaim or retention of title.
- 7. INTELLECTUAL PROPERTY**
- 7.1 The Supplier shall guarantee that the purchase, sale and/or Delivery and other use of the Products do not infringe any intellectual property right of said Supplier, any companies associated with the Supplier, or third parties. The intellectual property rights referred to in this article pertain to all rights to and associated with the Products, including copyrights, brand rights, patent rights, model rights and data bank rights and rights to know-how and recipes, including the rights which can be equated with these.
- 7.2 The Supplier indemnifies Grapharma for all costs and damages arising from third-party claims based on the allegation that a Product (including the packaging) infringes any intellectual property right of said third party. Grapharma shall inform the Supplier of any alleged infringement without delay, and the Supplier be responsible for resolving the matter, including striking any potential settlements, and bear the full costs thereof.

7.3 If a third party makes a claim to intellectual property rights concerning the Products, the Supplier shall notify Grapharma hereof in writing without delay. In the event that Grapharma indicates such, it shall be authorized to resolve these claims to the exclusion of the Supplier, including striking any potential settlements. The Supplier shall lend all the necessary cooperation and follow Grapharma's instructions to the letter.

8. **CONFIDENTIALITY**

8.1 The Supplier shall keep in confidentiality all information and data that it has acquired from Grapharma on the grounds of the Agreement and/or Grapharma has allowed Supplier to peruse directly or indirectly, knowingly or unknowingly, in any way and in any form whatsoever, and shall not make the said information available to third parties, unless this information is in the public domain and/or publication thereof is required under law on the grounds of other regulations or as the result of a judicial ruling.

8.2 Confidentiality is also understood to mean that the Supplier shall not be permitted to publish the information in any way—not verbally, nor in writing, nor digitally, nor in any other way whatsoever, neither directly nor indirectly, regardless of whether publication had that purpose—without the explicit prior written permission of Grapharma.

8.3 The Supplier undertakes vis-à-vis Grapharma and all Grapharma's associated companies (whether parent companies, sister companies or subsidiaries) to impose the confidentiality obligation on all its associated companies (whether parent companies, sister companies or subsidiaries) and natural persons, including employees.

8.4 The Supplier is not entitled to use the information for purposes other than the purpose for which the information shall have been provided and only to the extent that the use of the information is necessary to that end.

8.5 The provisions of this article shall remain in force after any relationship between Grapharma and the Supplier has ended.

9. **TERMINATION OF THE AGREEMENT**

9.1 Grapharma can immediately terminate the Agreement fully or in part, without being obliged to observe any notification period or pay compensation for costs or damages to the Supplier, if:

- a) there are circumstances which form the grounds of Grapharma reasonably doubting whether the Supplier will be able to continue properly complying with its obligations vis-à-vis Grapharma;
- b) Grapharma is faced with a severely reduced demand for one or more Products as a consequence of the fear of health hazards (whether or not these are justified) or some other degradation of the Supplier's reputation or one or more Products and this reduced demand lasts for a minimum of two (2) weeks;
- c) the Supplier has applied for a moratorium of payments;
- d) a moratorium of payments has been declared regarding the Supplier;
- e) the Supplier has applied for insolvency/bankruptcy or has been declared insolvent/bankrupt;
- f) the Supplier ceases business operations, is liquidated or dissolved;
- g) there is a situation involving the transfer of legal or actual control of the Supplier's company (change of control).

9.2 If the Agreement at any time qualifies as a continuing performance agreement, then Grapharma shall be entitled to terminate the Agreement with due observance of the notification period of two (2) months and the Supplier shall be entitled to terminate the Agreement with due observation of six (6) months.

9.3 If the Supplier is prevented from complying with the Agreement on time, fully or in the proper manner due to a force majeure situation lasting fourteen (14) days, Grapharma shall be entitled to dissolve the relevant portion of the Agreement in its entirety or the not yet executed portion thereof, without any notification of default or judicial intervention being required and without being obliged to pay any compensation for costs or damages to the Supplier. No situation of force majeure shall be said to have arisen for a lack of personnel, strikes, staff sickness absence, late or overdue delivery by sub-suppliers, unexpected price rises, rejected natural resources/ingredients required for the production process or a third-party shortcoming vis-à-vis the Supplier.

9.4 When an Agreement is terminated, regardless of the manner or the reason in which this has occurred, then all Grapharma's claims against the Supplier shall be immediately due and payable.

10. PERSONAL DATA

10.1 If and to the extent that the Supplier receives personal data for execution of its obligations under the Agreement on Grapharma's behalf, this shall at all times remain Grapharma's personal data. The Supplier shall solely receive the right to process the personal data for the purpose of executing the Agreement or Purchase Order and shall never be able to claim any right in respect of this personal data.

10.2 The Supplier guarantees that it shall fully comply with all obligations as set down in the GDPR or any other laws and regulations pertinent to the processing of personal data. Moreover, the Supplier guarantees it has taken the technological and organizational measures necessary for execution in order to protect the personal data against loss or any other form of unlawful processing. These measures shall guarantee a fitting level of security, taking into account the current state of technology, and shall be put in place in order to prevent unnecessary further processing of the personal data, among other things.

10.3 The Supplier shall always lend cooperation and provide information necessary for Grapharma to satisfy its obligations under the GDPR. In that context, the Supplier shall always respond in a timely manner to Grapharma's instructions and requests.

10.4 If a situation arises involving (i) unauthorized access, processing, deletion, mutilation, loss or any form of unlawful process of personal data and/or (ii) an incident which could lead to unlawful processing, the Supplier shall notify Grapharma in writing immediately but no later than within 24 hours of the discovery. The Supplier shall thereby provide all the relevant information regarding the nature of the incident, the risk of the data being unlawfully processed or the ability to do so, and the measures that have been or will be taken to rectify the situation and/or limit the consequences/damages as much as possible.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 The laws of the Netherlands shall apply to all disputes arising from or in connection with any Offer, the Agreement, a Purchase Order as well as all extra-contractual obligations arising therefrom or in connection therewith.

11.2 The applicability of the Vienna Sales Convention is excluded.

11.3 While excluding any other court, the competent court in the District of Rotterdam (Rotterdam branch) shall have exclusive jurisdiction to hear dispute(s). Grapharma shall be free to bring the dispute before another court authorized in law under the general jurisdiction rules.

12. ARCHIVING, CHANGES TO CONDITIONS

- 12.1 These General Conditions of Purchase have been deposited with the Chamber of Commerce under number 17050811.
- 12.2 The most recently deposited version shall always apply and/or the version that applied at the time the legal relationship between Grapharma and the Supplier was established. Grapharma shall have the right to make changes to the Purchase Conditions unilaterally.
- 12.3 The Dutch text of the General Conditions of Sale and Delivery shall determine the interpretation of the conditions.

13. FINAL PROVISIONS

- 13.1 The provisions of these Purchase Conditions which, according to their nature are intended to be retained after the end of the relationship between Grapharma and the Buyer, shall also remain in force after the termination of the relationship.
- 13.2 If any provision of the Purchase Conditions or an Agreement concluded between the parties becomes null and void, or otherwise cannot be effectively invoked, the other provisions shall remain in full force and the parties shall act in respect of the provision concerned to the extent possible within the bounds of the law, with due observation of the purpose and meaning of the provision concerned.

Grapharma Management, January 2021

