

The following General Conditions of Sale and Delivery apply to all Products and services supplied by Grapharma:

1. DEFINITIONS:

The following definitions apply to our General Conditions of Sale and Delivery:

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.
Buyer	Grapharma's contractual counterparty.
Delivery	making Products available to the Buyer on a valid legal basis, whether or not subject to suspensive or resolute conditions.
Offer	Grapharma's written offer to supply Products for a specific price to the Buyer.
Order	the written order of Delivery to the Buyer.
Agreement	any agreement between the Buyer and Grapharma, whereby Grapharma is the supplier of the Products.
Parties	Grapharma and Buyer jointly.
Product	a product sold by Grapharma to the Buyer by means of an Order, including the product packaging.
Recall	recalling and removing Products that are defective in terms of the quality, safety, processing, or effect identified by the Buyer or the producer of the Product.
Conditions of Sale	these "General Conditions of Sale and Delivery".

2. APPLICABILITY AND SCOPE

- 2.1 The General Conditions of Sale and Delivery shall apply to all requests, Orders, Offers and Agreements with the Buyer and the Buyer's personnel and third parties the Buyer engages to execute the Agreement. The General Conditions of Sale and Delivery also apply to the Orders placed with Grapharma by the Buyer via the Grapharma website.
- 2.2 The Parties may agree to deviate from the General Conditions of Sale and Delivery in writing.
- 2.3 The Buyer's general terms and conditions or other special conditions, under any name whatsoever, shall not apply, no matter when these might be invoked.
- 2.4 If the General Conditions of Sale and Delivery conflict with any provisions of the Agreement, then the provisions of the Agreement shall prevail.
- 2.5 An Agreement between Grapharma and the Buyer shall be established at the time Grapharma issues a written confirmation of the Order within five (5) working days of receiving an Order or by the actual execution of the specific Order by Grapharma. An Agreement may be terminated by Grapharma (without an obligation to pay compensation for damages) if the Buyer does not meet the conditions or has not met them in the past or has provided Grapharma with incorrect or incomplete information. In such a case, Grapharma shall notify the Buyer hereof within ten (10) days of receiving the Order.

2.6 All Offers are entirely without obligation and valid for thirty (30) days, unless stated otherwise in writing. If the Buyer accepts this no-obligation offer, Grapharma has the right to revoke the offer within seven (7) days of the acceptance.

2.7 Agreements with Grapharma shall be concluded under the resolutive condition of not acquiring one or more of the licenses required to execute the Agreement, or not acquiring them on time, or the revocation or temporary revocation before Delivery of one or more the licenses required.

3. RIGHTS AND OBLIGATIONS

3.1 Grapharma shall deliver the Products to the best of its ability and best efforts and observe the necessary care that may be expected of a reasonable and carefully acting agent.

3.2 When executing the Agreement, Grapharma is entitled to involve or hire persons who are employed or associated with Grapharma and/or any other third party or parties that Grapharma deems suitable, as Grapharma sees fit.

4. DELIVERY, TRANSFER OF RISK AND RETENTION OF TITLE

4.1 The Products shall be delivered Ex Works (EXW) according to Incoterms® 2020, unless explicitly agreed otherwise in writing by Grapharma and the Buyer before Delivery. Grapharma shall determine the location of loading, unless explicitly agreed otherwise in writing. Regarding choice of transport, Grapharma shall observe the prevailing GDP guidelines.

4.2 Packaging and labelling of Products to be delivered by Grapharma shall take place according to the GDP guidelines operative at the time of Delivery and the place of Delivery. The Buyer is obliged to transport or direct the transport under storage conditions stipulated by Grapharma in order to be eligible for the guarantees as set down in Article 7.1 of these General Conditions of Sale and Delivery and the return scheme as referred to in Article 7.6 of these General Conditions of Sale and Delivery.

4.2 Product risk shall be transferred to the Buyer at the time the Products are Delivered.

4.3 All risks and obligations regarding insurance, licensing, authorizations and other types of formalities shall be transferred to the Buyer from the time that the Products are made available to the Buyer at a Grapharma address or address of a third party engaged by the same.

4.4 The Products, whether processed or unprocessed, remain the property of Grapharma up to and including the time that the Buyer has satisfied all its obligations vis-à-vis Grapharma, regardless of whether these obligations arise from and/or are associated with the Delivery of the Products for the account and at the risk of the Buyer, or whether Grapharma has already made the Products available to the Buyer.

4.5 The Buyer is obliged to notify Grapharma without delay by telephone or registered letter if one or more third parties assert rights or allegedly assert rights to Products on which retention of title rests pursuant to this article.

5. INDICATIVE TERMS

Terms given in Grapharma documents or intended for Grapharma are only indicative terms. A term is final only with the prior explicit written agreement of the Parties.

6. PRICES, INVOICING, EXCLUSION OF OFFSET RIGHT

- 6.1 All Grapharma's prices are exclusive of VAT (unless a Product is VAT exempt) and any additional costs for storage, transport and/or formalities, such as licences or clearance charges.
- 6.2 Grapharma is always free to make price changes. Grapharma shall make every effort to notify the Buyer of such price changes before Delivery.
- 6.3 The Buyer shall not be entitled to offset any payable claims on Grapharma against claims payable by Grapharma.
- 6.4 Grapharma shall be entitled at all times to postpone its delivery obligations to another time to be determined by Grapharma.
- 6.5 Grapharma shall be entitled to require the Buyer to provide a bank guarantee or any other form of security.
- 6.6 Payments made shall in the first instance apply as payment of all interest and costs owing regarding paid invoices and afterwards as payment of the oldest unpaid invoices, even if the Buyer states that the payment applies to an invoice with a later date. Contesting an invoice shall not relieve the Buyer from the obligation to pay the said invoice.
- 6.7 From the moment that the Buyer is in default, all other claims of Grapharma against the Buyer shall be immediately due and payable without any further notification of default.
- 6.8 Unless otherwise stated on the invoice, the Buyer is obliged to pay invoices within fourteen (14) days of the invoice date, without any right to suspend payment. If the payment term is violated, the Buyer shall owe monthly default interest at the statutory rate plus one percent (1%) on the outstanding amount, without any notification of default being required.
- 6.9 The Buyer must submit disputed invoices to Grapharma within eight (8) days of the invoice date. The payment term shall not be suspended as a result of such a disputed invoice.
- 6.10 If the Buyer does not pay the claim after notification of default, Grapharma shall be required to pass on the claim for collection. In addition to the amount that the Buyer owes Grapharma at that time, the Buyer shall owe all additional legal and extra-legal costs, including collection costs, the amount of which shall be determined at no less than fifteen percent (15%) of the total amount owing, with a minimum of € 500 (five hundred euros), without prejudice to all Grapharma's other rights.

7. GUARANTEES

- 7.1 Grapharma guarantees that all Products supplied meet the agreed specifications. Grapharma does not guarantee that any given product meets the Buyer's needs or is suitable for any given purpose that the Buyer may intend it for. For Products first purchased by Grapharma from third parties and subsequently supplied to the Buyer, the guarantee period applies as it was issued to Grapharma by the third party.
- 7.2 Any right of the Buyer shall lapse if (i) the Buyer cannot demonstrate that Grapharma's instructions regarding storage, handling and/or use of the Products supplied or otherwise have been followed exactly, (ii) the Buyer has used the products improperly or not in accordance with the agreed or customary intended use, (iii) the Buyer or a hired third party has performed actions on the Products supplied without Grapharma's consent, (iv) if the Product is (also) advice, the Buyer has not followed the advice, or has not followed it completely or correctly, and/or (v) if the Buyer does not submit a complaint to Grapharma within ten (10) days of having discovered a defect in the Products supplied, or could reasonably have discovered same, and do so within four (4) weeks of the Products having been supplied.

- 7.3 The Buyer warrants that it 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.
- 7.4 The Buyer shall check whether the Delivery has proceeded according to the Agreement within three (3) days of the date of receipt of the Products at the delivery address. The Buyer shall be deemed to have accepted all Products (i) it has not refused within these three (3) days, and/or (ii) over which it has not complained to Grapharma in writing, and/or (ii) which it has used.
- 7.5 If there is any shortcoming in compliance with the Agreement, the Buyer shall inform Grapharma immediately thereof by registered letter and/or email, including all the pertinent written documentation. If it appears to Grapharma from the information supplied by the Buyer that there is sufficient proof of any shortcoming in compliance with the Agreement, Grapharma shall replace or repair the Products or a portion of the Products to be selected by Grapharma free of charge as quickly as possible, but no later than within the term of thirty (30) days.
- 7.6 Products may only be returned to Grapharma after prior written consent has been granted by Grapharma and to the return address indicated by Grapharma and in accordance with Grapharma's instructions. The costs of transport and risk for the Products returned shall be borne by the Buyer. Products offered as returns as a result of the Buyer's failure to observe Grapharma's stipulated storage conditions are not eligible for return shipment.
- 7.7 If replacement or repair is not reasonable or not possible in Grapharma's opinion, Grapharma shall proceed to refund the amount paid to Grapharma for the Products by the Buyer, subject to the deduction of a fee which in all reasonableness can be said to obtain as a fee for enjoyment of the Products. In no case shall Grapharma be obliged to pay compensation for damages or supplementary compensation for damages.
8. **PUBLIC HEALTH AND NON-CONFORMITY INFORMATION OBLIGATION**
The Buyer shall inform Grapharma without delay if it observes any defect in the Products that could form a hazard to public health, patient health or the integrity of the Products. The Buyer shall likewise do this if it is informed of any side effects or other type of reactions among end users of the Product. The Buyer shall give notification of the number of Products for which the hazard has been observed and inform Grapharma about the nature of the defect.
9. **RECALL AND REFUNDS**
- 9.1 If the producer of Products supplied by Grapharma is required to proceed to Recall, the Buyer shall undertake everything that Grapharma requests for the return of the Products.
- 9.2 The Buyer is obliged to maintain records of all the relevant data regarding the Products, including the date of supply or transfer.
- 9.3 In the event of a Recall that can be attributed to a defect in the Products for which Grapharma should bear the costs and the risk, Grapharma shall only provide compensation for Buyer's quantified and sufficiently financially documented immediate damages, which have arisen from the Recall. This obligation for compensation for damages excludes any type of indirect damages, including but not limited to damages arising from costs incurred for replacement products, lost profits and third-party claims against the Buyer.
10. **CONFIDENTIALITY**
- 10.1 The Buyer is obliged to keep confidential all information of which it becomes informed under the Agreement, except if the information in question has been made public without the Buyer having violated its confidentiality obligation, and/or if the Buyer has a legal obligation to make the information known to a third party.

- 10.2 If the Buyer is obliged to reveal information pursuant to a legal obligation, the Buyer shall inform Grapharma hereof without delay before publishing the information.
- 10.3 For a violation of this article the Buyer shall owe Grapharma a fine in the amount of € 10,000 (ten thousand euros) for each violation and a fine of € 5,000 (five thousand euros) for each day that the violation continues, which fine(s) shall be immediately due and payable. This fine is without prejudice to Grapharma's right to compensation for damages.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 All intellectual property rights to materials, Products, concepts, ideas, models, designs or otherwise developed by Grapharma and/or by Grapharma or its employees or by third parties engaged by Grapharma in the framework of the Agreement, an Offer or Order, remain the property of Grapharma and/or its licensors.
- 11.2 If and to the extent that the Buyer nonetheless can be designated as the owner of the said rights, the Buyer shall transfer these rights to Grapharma and perform all the actions necessary for the transfer.
- 11.3 Grapharma is entitled to apply for patents in its name and at its expense to protect inventions developed by Grapharma or its employees under the Agreement.
- 12. PROCESSING PERSONAL DATA**
- 12.1 The Parties undertake that all the legal requirements regarding the processing of personal data, especially all the applicable regulations regarding privacy, are and shall be observed.
- 12.2 The Parties shall be responsible for the proper security of personal data, according to the current state of technological development.
- 13. LIABILITY AND INDEMNIFICATION**
- 13.1 The Buyer shall indemnify Grapharma for all damages arising from actions or omissions committed by the Buyer or the Buyer's personnel.
- 13.2 Grapharma's liability shall be limited to immediate damages that are the result of a shortcoming attributable to Grapharma. This shall solely be otherwise if the damages are the result of wilful acts and/or gross negligence on the part of Grapharma.
- 13.3 The Buyer shall indemnify Grapharma for all third-party claims that might be brought against Grapharma due to violation of applicable laws and/or regulations and/or statutory retention periods in the context of acts or omissions on the part of the Buyer.
- 13.4 If the Agreement with Grapharma has been concluded with more than one contracting party, each contracting party shall jointly and severally liable vis-à-vis Grapharma.
- 14. TERMINATION AND DISSOLUTION**
- 14.1 Grapharma shall be entitled to terminate the Agreement with the Buyer at all times without further substantiation, with due observance of a period of thirty (30) days.
- 14.2 In addition, Grapharma shall be entitled to dissolve the Agreement with the Buyer without delay and without judicial intervention, fully or in part (without then becoming liable for damages vis-à-vis the Buyer), if (i) a shorting in compliance with any obligation under the Agreement can be attributed to the Buyer and the Buyer has not rectified this within seven (7) days of receipt of a written notification of default for the same; (ii) an application for insolvency/bankruptcy or a moratorium of payments has been submitted for the Buyer, the Buyer (or same's business) will be liquidated or dissolved or it otherwise becomes evident that the Buyer can no longer satisfy its obligations; (iii) the Buyer ceases commercial

operations and/or sells (a substantial portion of) the same's commercial operations; or (iv) the Buyer undergoes a change of control.

15. GENERAL PROVISIONS

- 15.1 If any provision of the Agreement becomes null and void, this shall not affect the validity of the other provisions of the Agreement. The Parties shall revise a provision that becomes null and void or is declared void in a minimal way so that it again becomes valid. If this is not possible, the Parties shall set aside the provision concerned.
- 15.2 Rights based on this Agreement may only be exercised by the Parties, their legal successors and parties to whom the rights and obligations have been legally transferred on the basis of this Agreement. The Parties hereby exclude the operation of a third-party clause on the grounds of Book 6, Section 253 of the Dutch Civil Code.
- 15.3 The laws of the Netherlands shall exclusively apply to these General Conditions of Sale and Delivery, Offers, Orders and/or Agreements. The applicability of the Vienna Sales Convention is excluded.
- 15.4 The competent court in the District of Rotterdam (Rotterdam branch) shall have exclusive jurisdiction to hear and rule on disputes regarding these General Conditions of Sale and Delivery, Offers, Orders and/or Agreements.
- 15.5 These General Conditions of Sale and Delivery have been deposited with the Chamber of Commerce.
- 15.6 The most recently deposited version shall apply and/or the version that applied at the time the legal relationship between Grapharma and the Buyer was established. Grapharma shall have the right to make changes to the General Conditions of Sale and Delivery unilaterally.
- 15.7 The Dutch text of the General Conditions of Sale and Delivery shall determine the interpretation of the conditions.
- 15.8 The provisions of these General Conditions of Sale and Delivery, 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.

Grapharma Management, January 2021