

**SANQUIN GENERAL CONDITIONS OF SALE
VERSION 2017**

Article 1: Definitions

Agreement: the arrangements between Sanquin and Client, concerning the Delivery, concluded by the authorised persons of Sanquin and Client.

Client: Sanquin's contracting counterparty.

Conditions of Sale: these "Sanquin General Conditions of Sale version 2017".

Delivery: providing Products to Client under a valid title, whether or not subject to a condition precedent or condition subsequent.

Goods: physical products delivered by Sanquin.

Order: the written order for Delivery.

Parties: Sanquin and Client jointly.

Products: Goods and/or Services.

Quote: the written offer of the Supplier to supply Products at a certain price.

Recall: the recall and removal of Goods by either Client or Sanquin from public circulation in connection with a defect in quality, safety, functioning and processing of such Goods.

Sanquin: Sanquin Blood Delivery Foundation and its affiliated enterprises with registered office in the Netherlands, as referred to in article 2:24a Dutch Civil Code.

Services: the performance of work by Sanquin for Client.

Article 2: Applicability and scope

1. The Conditions of Sale apply to all requests, Orders, Quotations and Agreements.
2. Any deviations from the Conditions of Sale must be agreed upon in writing.
3. Any general terms and conditions or other special conditions of Client, under whatever name, are not applicable, irrespective of the moment they are invoked.
4. In case of any conflict between the Conditions of Sale and the provisions of the Agreement, the provisions of the Agreement prevail.
5. Personnel of Client includes third parties that Client involves in the performance of the Agreement.
6. Client is deemed to have accepted these Conditions of Sale upon commencement of Delivery of a Product.
7. Sanquin reserves the right to unilaterally amend these Conditions of Sale. Sanquin will offer such amended Conditions of Sale to Client for acceptance.
8. All Quotes are without any obligation and valid for thirty (30) days, unless otherwise indicated in writing. Sanquin is entitled to rescind the Quote at all times. If Client accepts this offer subject to contract, Sanquin has the right to revoke the offer within 7 (seven) days after acceptance.

Article 3: Rights and obligations

1. Sanquin will deliver the Products to the best of its ability and power. In doing so, Sanquin will exercise the due care that can be expected of a contractor acting reasonably and carefully.

2. In executing the Agreement, Sanquin is entitled to involve and deploy employees of Sanquin, or persons or third party or parties commissioned by Sanquin, that it deems most suitable, at its sole discretion.

Article 4: Delivery, passing of risk and retention of title

1. Risk related to the transfer of Goods passes from Sanquin to Client in accordance with Incoterms 2010 FCA. Sanquin is solely entitled to indicate the loading location.

2. Risk related to the transfer of Services passes upon delivery of the Services.

3. All risks and obligations in respect of insurance, permits, authorisations and other formalities pass to Client from the moment that the Products have been made available to Client at an address of Sanquin or its subcontractors.

4. The Products, processed or not, remain Sanquin's property until Client has fulfilled all its obligations towards Sanquin, regardless of whether these obligations result from and/or are related to the Delivery of the Products for Client's account and risk, or whether the Products have been made available to Client.

5. Client is obliged to inform Sanquin immediately by telephone and by registered letter if a third party exercises any (alleged) right with regard to the Products that are subject to retention of title as referenced in the previous sub-clause.

Article 5: Indicative deadlines

Deadlines contained in documents of, or destined for, Sanquin are indicative. A deadline is only fatal in the event Parties have agreed in advance to designate a deadline as such, in writing.

Article 6: Prices, invoicing, exclusion of right of setoff

1. During any particular year, prices for Goods consisting of short shelf-life blood products (as well as prices for services related to such Goods) that Sanquin delivers in the Netherlands are based on Sanquin's budget as approved by the Ministry of Health, Welfare and Sports for that particular year. For all other Products the (list) prices as notified by Sanquin apply.

2. All prices charged by Sanquin are exclusive of VAT (unless a VAT exemption applies to a Product), as well as of any costs for storage, transport and/or formalities, such as permits or customs clearance charges.

3. Sanquin may change prices at its sole discretion at all times. Sanquin will use reasonable efforts to inform Client of such price change prior to Delivery.
4. If Sanquin Delivers Products to Client beyond the scope of the Delivery of Products in the Agreement, at the request of, or with the written consent of, Client, Sanquin will charge all additional costs to Client on the basis of applicable standard rates and list prices.
5. Client is not entitled to set off any amounts due and payable to Sanquin.
6. Sanquin is entitled to suspend its delivery obligations until a later moment determined by Sanquin.
7. Sanquin may obligate Client to provide a bank guarantee or any other form of security, for the benefit of Sanquin.
8. Sanquin will first apply any payments made to Sanquin by Client for settlement of all interest and costs payable in respect of invoices that already have been paid to Sanquin, prior to settling outstanding invoices due to Sanquin in chronological order, even if Client states that the payment relates to an invoice of a later date. Contesting an invoice does not release Client of the obligation to pay the invoice in question.
9. In the event Client is in default, all amounts due to Sanquin become payable immediately, without any further notice of default being required.
10. Unless the invoice states otherwise, Client must pay invoices within 14 (fourteen) days of the invoice date, without any right of suspension. In the event of late payment, the outstanding amount will increase with monthly interest equal to the statutory interest plus 1%, with a minimum of € 40 (forty euro) per invoice, without any notice of default being required. For sake of this article, part of a month will be considered as a full month. In addition, Sanquin is entitled to recover all judicial and extrajudicial collection charges it has incurred, lawyers' fees included.
11. Complaints about invoices must be submitted in writing to Sanquin within 8 (eight) days after the day of dispatch of the invoices. Such complaint does not suspend the payment period.
12. If Client fails to pay outstanding amounts after notice of default, Sanquin will forward its claim for collection. In addition to the amount payable at that moment by Client to Sanquin, Client will have to pay all additional (extra-)judicial (collection) costs, amounting to at least 15% (fifteen per cent) of the total amount payable with a minimum of € 500 (five hundred euro), without prejudice to any other rights of Sanquin.

Article 7: Warranties

1. Sanquin warrants that the delivered Products comply with the agreed specifications. Sanquin does not warrant that any of the Products will meet the needs of Client, or will be fit for any particular purpose that Client intends to serve. In case of Products purchased by Sanquin from third parties and supplied on to Client, the same warranty period applies as the third party has given to Sanquin.

2. Client forfeits all warranties if (i) Client cannot demonstrate that it has complied with all instructions as issued by Sanquin regarding storage, management and/or use of the Products or otherwise, (ii) Client has used the Products improperly or not in accordance with the agreed or usual designated use, (iii) Client or third parties that Sanquin has not commissioned or approved have carried out work on the Products that Sanquin has Delivered without Sanquin's written approval, and/or (iv) in the event a Product consists of advice as issued by Sanquin, Client has not followed such advice, or has not done so fully.
3. Client warrants that it shall comply with all obligations following from all applicable laws and regulations, including but not limited to GMP, GLP, GCP and/or GDP stipulations. If Client fails to fulfil any of the aforementioned obligations, Client will make all necessary changes so as to comply with such obligation, upon Sanquin's first request.
4. Within 14 (fourteen) days after the date of receipt of the Products at the Delivery address, Client will check whether the Products are in conformity with the Agreement. All Products that Client (i) has not refused within said 14 (fourteen) days, or (ii) in respect of which Client has not filed a written notification of non-conformity with Sanquin or (iii) that Client has commenced using or implemented will be deemed to have been accepted.
5. In the event Sanquin does not comply with a material obligation of the Agreement, Client will immediately inform Sanquin of this by e-mail and by registered letter together with all the written evidence in the matter. If the information supplied by Client, insufficiently demonstrates such non-compliance, Sanquin will replace or repair the Products or part of the Products at Sanquin's discretion without charge as soon as possible, but no later than within a period of 30 (thirty) days.
6. If Sanquin decides that replacement or repair is unreasonable or impossible, Sanquin will refund the amount that Client has paid for the Products to Sanquin, after deduction of a reasonable compensation reflecting the use enjoyed of the Products thusfar.
7. If Client intends to offer Products via a home service or other similar patient support programme, Parties shall agree on further arrangements with Sanquin in advance. Products may only be included in a home service or other similar patient support programme subject to such further arrangements agreed by both Parties in writing.

Article 8: Information obligation in case of nonconformity and public health

Client will inform Sanquin without delay in writing if it detects a defect in the Products which involves a risk to the public health, to a patient or to the integrity of the Products. Client will also do this as soon as it becomes aware of side effects or other reactions for an end user of a Product. Client will report for how many Products the risk has been observed and will inform Sanquin about the nature of the defect.

Article 9: Recall and cost reimbursement

1. If Sanquin is obliged to subject Goods to a Recall, Client will make all efforts requested by Sanquin to return the Goods.
2. Client is obliged to keep records that contain all relevant data on the Product, including the date of (re)supply.
3. In case of a Recall caused by a defect in the Goods which should be for Sanquin's account and risk, Sanquin will only compensate Client all direct damages resulting from such Recall, to the extent such damages are quantifiable and sufficiently financially substantiated.. This liability for compensation will never include any indirect or similar loss, including but not limited to loss resulting from costs incurred in respect of replacement products, lost profits and claims of third parties against Client.

Article 10: Confidentiality

1. Client is obliged to keep confidential all information it becomes aware of on account of the Agreement, except when the information in question has been made public without Client having breached its confidentiality obligations, or when Client is legally obliged to disclose the information to a third party.
2. If Client is obliged to disclose the information on account of a statutory obligation, Client will inform Sanquin without delay and before disclosure of the information
3. In case of a breach of this article Client incurs a penalty of € 10,000 (ten thousand euro) for each breach and of € 5,000 (five thousand euro) for each day that the breach continues, which penalty or penalties will be payable immediately. notwithstanding Sanquin's right to compensation of all damages incurred.

Article 11: Intellectual property rights

1. All intellectual property rights on materials, goods, concepts, ideas, models, designs or otherwise delivered by Sanquin to Client and/or developed by Sanquin or its employees or by third parties commissioned by Sanquin within the framework of the Agreement will remain the property of Sanquin and/or its licensors.
2. If and to the extent Client shall be deemed owner of any of such intellectual property rights referred to in, Client will assign these rights to Sanquin and perform all acts needed for such assignment.
3. Sanquin is entitled to take out patents in its name and for its account in order to protect inventions made by itself or its employees under the Agreement.
4. Sanquin grants to Client a non-exclusive right to use data and results of work carried out by Sanquin under the agreement, solely for the purpose set out in the Agreement.

Article 12: Processing of personal data

1. The Parties guarantee that all statutory regulations regarding processing of personal data, including in

particular all applicable privacy legislation has been and will be complied with.

2. The Parties will ensure an adequate state-of-the-art protection of the personal data.

Article 13: Liability and indemnification

1. Client will indemnify Sanquin against all damages resulting from any attributable non-compliance with any obligation of the Agreement by Client or personnel of Client's.
2. Sanquin's liability is limited to damages resulting from attributable non compliance with willful intent or gross negligence by Sanquin's management. Sanquin's liability
3. Client indemnifies Sanquin against all claims of third parties which might be brought against Sanquin because of Client's non compliance with current privacy legislation and/or regulations and/or statutory retention periods within the framework of acts or failures to act of Client.
4. If the Agreement has been concluded with more than one Client, each Client is jointly and severally liable towards Sanquin for compliance with the Agreement.

Article 14: Termination and dissolution

1. Sanquin is at all times entitled to terminate the Agreement with Client without cause, subject to a notice period of 30 (thirty) days.
2. In addition Sanquin is entitled to immediately dissolve the Agreement with Client, and without judicial intervention, if (i) Client fails to (properly or timely) fulfil any obligation under the Agreement and has failed to cure such non-compliance within 7 (seven) days of receipt of written notification of such non-compliance; (ii) an application for the bankruptcy or a moratorium on payment of Client has been filed, (the enterprise of) Client is liquidated or dissolved or it otherwise becomes apparent that Client can no longer fulfil its obligations; (iii) Client ceases its business activities or sells (a substantial part of) its business activities; or (iv) a change of control over Client takes place.

Article 15: Miscellaneous

1. Parties can only waive rights or remedies that this Agreement or law entitles Parties to in writing. This waiver does not serve as a waiver of any any other right or of any rights by a Party resulting from breach by the other Party of any right that the first Party has waived
2. A failure or delay to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
3. Parties deem any provision of this Agreement that becomes invalid, illegal or unenforceable, either in whole or in part, modified to the minimum extent necessary to

make it valid, legal and enforceable. If such modification is not possible, Parties deem the relevant provision deleted. Any modification to or deletion of a provision or part-provision under this article does not affect the validity and enforceability of the rest of this Agreement.

4. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party as the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

5. Only Parties, their successors and permitted assignees, have any right to enforce any of its terms. Any rights of third parties based on article 6:253 Dutch Civil Code are expressly excluded.

6. Electronic data communication and fax transmission are deemed equivalent to written documents. Electronic data communication means data interchange by e-mail, internet and electronic data interchange (EDI).

7. Parties can execute this Agreement in any number of counterparts. Each counterpart when executed constitutes a duplicate original, but only all counterparts together constitute the entire Agreement.

8. This Agreement constitutes the entire agreement between Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9. Parties have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Parties have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Article 16: Applicable law and disputes

1. The Agreement and all agreements arising from it are solely and exclusively governed by the laws of the Netherlands, with the exclusion of the Vienna Sales Convention

2. All disputes arising from or in connection with this Agreement or from agreements following from it, on whatever legal basis, will be definitively settled by means of arbitration in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. The arbitration tribunal will consist of three arbitrators. The proceedings will be held in the Dutch language. The place of arbitration will be Amsterdam.

3. The inconsistency of any condition in these Conditions of Sale will not affect the other condition

