

General Purchase Conditions Prothya Biosolutions Netherlands B.V.

Article 1: Definitions

Within the framework of these Purchase Conditions the definitions written with a capital letter have the following meaning:

Acceptance: the approval by PROTHYA of the Goods and/or Services or parts thereof.

Agreement: The agreement made between PROTHYA and Supplier, concerning the Delivery of certain Goods and/or of certain Services, including any annexes or schedules thereto.

Auxiliary Materials: Materials, either made available, purchased or manufactured that are needed or prescribed for realising the object of the Agreement.

Deliverables: All documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services and/or Auxiliary Materials in any form or media.

Delivery: The delivery to PROTHYA of Goods, including its installation or assembly and all Auxiliary Materials, and/or the performance of Services, including Deliverables.

Goods: The product and/or property rights to be delivered by Supplier to PROTHYA under an Agreement, with the exception of Services.

Inspection: The (re)inspection, (re)check, (re)approval or (re)testing for visible defects and non-conformity.

Order: The written order under an Agreement by PROTHYA for the Delivery of Goods or Services.

Parties: PROTHYA and Supplier jointly.

Purchase Conditions: These general purchase conditions of PROTHYA.

Quotation: Supplier's written offer for the delivery of Goods and/or Services at a certain price.

Recall: The recall and removal of Goods that have a quality defect.

Services: The services, including any Deliverables, to be provided by the Supplier under the Agreement.

PROTHYA: Prothya Biosolutions Netherlands B.V.

Specifications: The specifications provided by Supplier and/or PROTHYA with to which the required content and nature of the Services or Goods must comply.

Supplier: each person or entity that makes a Quotation or enters into an Agreement with PROTHYA in respect of the Delivery of Goods and/or Services.

Article 2 Applicability and validity

1. The Purchase Conditions apply to all requests for information, pricing or proposals, Orders, Quotations and Agreements between Supplier and PROTHYA.

2. Any changes to, additions to, or deviations from these Purchase Conditions must be agreed upon in writing and have been signed by both Parties.

3. Any general terms and conditions of Supplier or other special conditions, under whatever name, are explicitly rejected, irrespective of the moment they are invoked.

4. In case of any conflict between the Purchase Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.

5. If one or more provisions of the Purchase Conditions or the Agreement are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Purchase Conditions or the Agreement.

6. In all cases in which the term 'in writing' appears in these Purchase Conditions, this includes all messages sent by e-mail, fax or other electronic means of transmission, via analogue or digital means, and received by either PROTHYA or the Supplier.

7. For the purpose of the Purchase Conditions personnel of Supplier is also understood to mean third parties that have been, are or will be involved by Supplier in the execution of the Agreement.

8. Supplier is in any case deemed to have accepted these Purchase Conditions as soon as any work has commenced.

9. PROTHYA reserves the right to unilaterally change, amend or expand these Purchase Conditions. The Supplier hereby already agrees to any such changes, amendments or expansion. Any changed, amended or expanded Purchase Conditions will be made available to the Supplier with a reasonable notice period before they become effective.

10. These Purchase Conditions consist of a part with general provisions and a number of parts with supplementary provisions. The general provisions always apply when PROTHYA purchases goods or services from the Supplier. The supplementary provisions also apply when the Quotation from the Contractor complies with the scope of the relevant part, or if the applicability of the supplementary part has been expressly agreed. Supplementary provisions, if applicable, should be interpreted as much as

possible in accordance with the general provisions. If this is not possible, the supplementary provisions prevail.

Article 3 Quotation, conclusion of the Agreement and Orders

1. A Quotation is free of charge, irrevocable and binding. A Quotation will have a minimum validity of sixty days counting from the moment that the Quotation has been received by PROTHYA.
2. If an Order in writing from PROTHYA follows a Quotation by the Supplier, then the Agreement is concluded at the time the Order is sent by PROTHYA. For framework agreements, the Agreement is concluded every time that the Order from PROTHYA for (partial) delivery under the framework agreement is sent by PROTHYA.
3. If an Agreement is made for repetitive purchases, the Supplier shall promptly execute any Orders sent to the Supplier by PROTHYA.
4. In case Supplier commences any work without an Agreement or without having received an Order, it does so at its own expense and risk.

Article 4 Changes

1. PROTHYA is entitled to require that the quantity and/or nature and/or date of Delivery of the Goods and/or Services is changed.
2. If, in the opinion of Supplier, the changes referred to in paragraph 1 have consequences for the price and/or delivery time agreed upon, Supplier will, before carrying out the changes, notify PROTHYA in writing about these consequences as soon as possible, but in any case within eight calendar days after the notification of the required changes. If these consequences are in the opinion of PROTHYA unreasonable, PROTHYA has the right to dissolve the Agreement, unless this would be unreasonable in view of the circumstances. Dissolution on the basis of this Article does not give either Party any entitlement to compensation of any damage.
3. Supplier is not permitted to make or implement changes to the quantity and/or nature and/or date of Delivery of the Goods and/or Services without PROTHYA's prior written permission.

Article 5 Performance and Acceptance

1. The agreed performance- or supply term(s), or -date(s) are fixed and final. Merely exceeding this term/date by the Supplier constitutes default on the part of the Supplier.
2. If and as soon as Supplier foresees that the agreed performance- or supply term(s), or -date(s) will be exceeded, it will notify PROTHYA of this in a timely fashion by telephone and in writing and submit a proposal for the measures to be taken. Agreement with the proposed measures does not imply any acceptance by PROTHYA of the cause of the impending delay, and is without prejudice to its rights against the Supplier.
3. Without PROTHYA's prior written permission, partial performance on the part of the Supplier or performance earlier than the agreed date(s) or period(s) is not authorised.
4. Acceptance of the Delivery by PROTHYA shall be in writing or demonstrated through commercial use of the Goods and Services by PROTHYA. Acceptance does not release the Supplier from any liability or obligation.
5. Supplier will report to PROTHYA on the progress of the Delivery as often as and in a manner as the Agreement prescribes, or as PROTHYA deems fit.

Article 6 Prices

1. The agreed prices are fixed for the entire duration of the Agreement, unless the Agreement states the specific and concrete circumstances which can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.
2. The agreed prices are in Euros and exclusive of VAT, but inclusive of costs of transport, taxes, import duties, other levies, insurance, packaging expenses, removal expenses, any installation and assembly expenses, and all other expenses pertaining to the performance of the Agreement.

Article 7 Invoicing and payment

1. The Supplier shall be entitled to invoice PROTHYA for each Order on or at any time after Delivery and Acceptance. Each invoice shall quote the relevant Order Numbers.
2. Undisputed invoices will be paid within 45 days of receipt. If PROTHYA fails to pay an undisputed invoice on time or in full, Supplier shall first send PROTHYA a reminder invoice.
3. PROTHYA may set off any amounts that it for any cause can claim from the Supplier against any amounts due to the Supplier, whether either liability is present or future.

4. A failure on the part of PROTHYA to meet a deadline for payment or PROTHYA's refusal to pay an invoice because it disputes its accuracy or because PROTHYA is of the opinion that the Supplier has failed to comply with its obligations pursuant to the Agreement, shall not imply that the Supplier is entitled to suspend compliance with its obligations pursuant to that Agreement or to cancel it.

Article 8: Guarantee

1. Supplier guarantees that during the guarantee period according to the Agreement, the Delivery of Goods, Services, Deliverables and Auxiliary Materials:

- a. conform in all respects to the Specifications;
- b. are free of any defects;
- c. are suited for the purpose intended by PROTHYA (as far as the Supplier knows or should know);
- d. satisfy the most stringent requirements of safety and quality standards or any certification set by the industry; and
- e. meet the statutory requirements and any other government regulations.

2. If no guarantee period has been agreed upon in the Agreement, a period of 24 months will apply from the moment of completed Delivery to PROTHYA.

3. Supplier guarantees to keep in stock spare parts for the delivered Goods for the normal life span of the delivered Goods and to deliver them as requested.

4. In case the Goods do not meet the requirements stated in paragraph 1 of this article, Supplier will immediately arrange repair or replacement, at the discretion of PROTHYA and without prejudice to the other

rights of PROTHYA. The costs of repair or replacement will be borne by Supplier.

5. In case it becomes clear that, after consulting Supplier, Supplier cannot or will not arrange repair or replacement, or cannot or will not do so properly or in time, PROTHYA has the right to carry out the repair or replacement itself or have this carried out by third parties. These costs will be borne by Supplier.

6. In case repair or replacement is not carried out properly or in time or not carried out at all, PROTHYA has the right to dissolve the Agreement as per article 14 of these Purchase Conditions.

Article 9 Confidentiality

1. Supplier will keep confidential all information originating from or in connection with PROTHYA, which Supplier has received or taken note of in any way. Without PROTHYA's written permission Supplier will not disclose such information to third parties unless disclosure is done due to a statutory obligation or judicial order. This confidentiality does not relate to information:

- which was already accessible to the public at the time it was made available to Supplier;
- which after it has been made available to Supplier has become accessible to the public, unless this availability is the result of Supplier's failure to comply with his obligations under this article;
- which Supplier has obtained or which has become known to him in a rightful manner before this information was made available to Supplier.

2. Supplier is not permitted to give any publicity to the execution or the details of the Agreement without PROTHYA's prior written permission.

3. Supplier is not allowed to copy or make available for inspection by third parties information relating to an Agreement, unless such is necessary for the performance of an Agreement or Supplier is obliged to do so by law.

4. The obligations of this article also apply to Supplier's personnel. Supplier is obliged to ensure that his personnel and any third parties engaged by Supplier comply with these obligations.

5. PROTHYA has the right to have personnel of Supplier and any third parties engaged by Supplier, sign a confidentiality statement.

6. If Supplier acts contrary to the provisions in this article, PROTHYA is entitled, without notice of default or judicial intervention being required, to an immediately payable penalty of EUR 50,000 for each breach, without prejudice to PROTHYA's right to full compensation of damages and PROTHYA's right to claim full performance.

Article 10 Intellectual property rights

1. Supplier warrants that the use, including any resale, of the Goods, Services, Deliverables and/or Auxiliary Materials purchased or manufactured by Supplier, does not infringe any intellectual property rights and/or other (comparable) rights of third parties.

2. PROTHYA will own all intellectual property rights and any other (comparable) rights regarding Goods, Services, Deliverables and/or the Auxiliary Materials specifically developed for PROTHYA. Where such rights (were to) rest with Supplier, they will be transferred by Supplier to PROTHYA by signing the Agreement, which transfer is accepted by PROTHYA. In case an instrument is required for such transfer

or any formalities must be performed, Supplier irrevocably authorises PROTHYA to draw up an instrument and to sign it on behalf of Supplier and to perform such formalities also on behalf of Supplier, subject to Supplier's obligation to render on PROTHYA's first demand his cooperation to the transfer of such rights, without being able to set conditions for this. Supplier hereby waives vis-à-vis PROTHYA all personality rights it may be entitled to, where the applicable regulations allow such waiver. Supplier guarantees that his personnel waives vis-à-vis Supplier all personality rights they may be entitled to, where the applicable regulations allow such waiver.

3. The Supplier grants to PROTHYA, or shall procure the direct grant to PROTHYA of, a fully paid-up, worldwide, non-exclusive, royalty-free, transferrable, sublicensable, perpetual and irrevocable licence to the extent required for the purpose of PROTHYA receiving and using the Goods, Services, Auxiliary Materials and the Deliverables.

Article 11 Auxiliary Materials

1. Auxiliary Materials made available by PROTHYA and/or purchased or manufactured by Supplier for PROTHYA's account will remain/become the property of PROTHYA.

2. Supplier will:

- keep these Auxiliary Materials in good condition and insure them at his own account against all possible risks;
- mark them as recognisable property of PROTHYA and
- send them (back) to PROTHYA at the latest with the last (partial) Delivery.

3. Unless PROTHYA has given prior permission in writing, Supplier is not allowed to:

- change these Auxiliary Materials or to make alterations in them;
- use them for any other purpose than the purpose agreed upon.

Article 12 Transfer of rights and obligations; subcontracting

1. Supplier is not entitled to transfer to third parties the rights and obligations arising from the Agreement, either in whole or in part, without PROTHYA's prior written permission.

2. PROTHYA has the right to transfer the rights and obligations under the Agreement to an entity belonging to the group of PROTHYA within the meaning of article 2:24b of the Dutch Civil Code, an entity that takes over PROTHYA in whole or in part, or another entity, without the Supplier's permission.

3. Without prior written notice of PROTHYA, Supplier is not allowed to use any third party for the fulfilment of any of its obligations under the Agreement.

Article 13 Indemnity

1. Supplier shall indemnify and keep PROTHYA and its directors and employees indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by or brought against them, out of or in connection with the Agreement, the use and/or supply of Supplier's Goods, and/or the performance of the Supplier's Services.

2. Supplier will insure himself adequately against the liability referred to in this article and will allow PROTHYA proof of such insurance, at PROTHYA's first request.

Article 14 Cancellation and termination of the Agreement

1. PROTHYA shall have the right, without prejudice to its right to claim damages and without any notification of default or interference of the courts being required, with immediate effect (a) to suspend the execution of the Agreement and all other Agreements connected thereto, and/or (b) to cancel and/or terminate the Agreement and all other Agreements connected thereto, in full or in part, if:

- a. Supplier fails to fulfil any of his obligations properly or in time under the Agreement, or any other agreements connected to the Agreement;
- b. Supplier applies for bankruptcy or is declared bankrupt;
- c. Supplier applies for or is granted a provisional or definitive suspension of payments;
- d. a substantial portion of Supplier's assets are seized;
- e. Supplier's business is closed down, liquidated or taken over in whole or in part by a third party, or in case of any comparable situation of Supplier's business in which a significant change of control of the business occurs;
- f. if Supplier is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Agreement.

2. All claims which PROTHYA has or acquires against Supplier under this article are immediately payable in full.

3. On termination of the Agreement, the Supplier shall immediately deliver to PROTHYA all Deliverables whether or not then complete, and return to PROTHYA all its materials. Until they have been returned

or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

4. If Supplier invokes force majeure (a non-attributable failure to perform), PROTHYA has the right to terminate the Agreement in accordance with paragraph 1 of this article.

5. Unless otherwise agreed upon, PROTHYA has at all times the right to terminate the Agreement, provided a notice period of at least three months is observed. Such termination does not require PROTHYA to pay any compensation to Supplier other than costs reasonably incurred by the Supplier in carrying out the Order in question and of any commitments reasonably entered into for the future for the purposes of the present Agreement.

6. Obligations which according to their nature are destined to continue after dissolution of the Agreement will so continue. These obligations include e.g. confidentiality, intellectual property, applicable law and choice of court.

Article 15 Processing of personal data

1. If the Supplier processes personal data during the execution of the Agreement, the Supplier will process the personal data in a proper and careful manner and comply with the legal requirements that follow from the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act (Uitvoeringswet Algemene verordening gegevensbescherming (UAVG)), and additional directives.

2. If the Supplier is deemed to be a processor, the Parties shall arrange the processing of personal data by the Supplier for PROTHYA in a data processing agreement.

Article 16 Applicable law and disputes

1. The Agreement and any subsequential agreements are solely and exclusively governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980.

2. All disputes which may arise between Parties as a result of this Agreement or any subsequent agreements will exclusively be submitted to the competent court in Amsterdam the Netherlands.

PART II SUPPLEMENTARY CONDITIONS APPLICABLE TO THE DELIVERY OF GOODS

Article 17 Delivery

1. Delivery will be done D.D.P. (Delivered Duty Paid, according to the latest version of the Incoterms as applicable at the moment of concluding the Agreement or Order) at the agreed place of Delivery, at the agreed time or within the agreed timeframe. Supplier bears all costs and risks connected to the transport of the Goods to that place, including, if applicable, the payment of the import duties and the responsibility for fulfilling the associated formalities.

2. Title to the Goods shall pass to PROTHYA on Delivery. Risk in the Goods shall transfer to PROTHYA upon Acceptance.

3. In case PROTHYA requests Supplier to postpone the Delivery, Supplier will properly pack, store, safeguard and insure the Goods, such that they are recognisable as being destined for PROTHYA. Any additional costs may be charged to PROTHYA, after prior consultation and agreement with PROTHYA.

4. Supplier will provide adequate (written) instructions concerning the operation, the use and maintenance of the Goods.

Article 18 Expiry date

1. The timeframe between the expiry date of the Goods and the moment of Delivery must be as long as possible.

2. If PROTHYA is of the opinion that the timeframe between the expiry date and the moment of Delivery is too short, PROTHYA has the right to refuse the Goods, and Supplier will immediately arrange replacement with Goods with a longer expiry date.

Article 19 Packaging and dispatch

1. The Goods should be properly packaged to ensure that they reach the place of destination in good condition. They should also be marked according to all legal provisions and any supplementary regulations of PROTHYA.

2. The Goods to be delivered shall be accompanied by a packing list. This packing list should include PROTHYA's order number(s), batch and item number(s), quantity or quantities and description(s) of the

Goods. Supplier should also specify in the packing list whether the Goods have been packaged in reusable packaging.

3. Reusable packaging should be clearly marked as such by Supplier. In case it concerns non-disposable reusable packaging this should be registered and specified on the invoice. The return of reusable packaging is for Supplier's account and risk.

4. All packaging (with the exception of reusable packaging) becomes the property of PROTHYA upon Delivery, unless PROTHYA waives its right thereto.

5. Unless explicitly agreed upon otherwise, Supplier is required to remove any waste and packaging materials after Delivery of the Goods has been completed.

Article 20 Inspection and audit

1. Inspection by or by order of PROTHYA may take place before, during or after the Delivery.

2. PROTHYA has the right to carry out or have carried out (GMP) audits at Supplier and/or the manufacturer of the Goods, on a date and in a manner as determined in consultation with Supplier.

3. Supplier will grant access to the locations where the Goods and/or components are produced or have been stored and will cooperate with the Inspection or audit and will provide at his own expense the necessary documentation and information.

4. If following the Inspection, the Goods are rejected, either in part or in full, PROTHYA will notify Supplier of this in writing and, if so requested by PROTHYA, Supplier is obliged to deliver within three days Goods that actually meet the Specifications. If the Goods are rejected during or after the Delivery, the ownership and risk of the rejected Goods will pass to Supplier from the date of notification of the rejection.

5. If Supplier fails to take back the rejected Goods within 10 working days after the date of the (written) notification, PROTHYA has the right to return the Goods to Supplier at Supplier's expense.

6. The costs of a re-inspection will be borne by Supplier.

Article 21 Recall

1. A Recall takes place in connection with a defect detected in quality, safety, functioning and processing of any Goods, which therefore do not offer the safety and/or function that can be expected thereof. Immediately after the necessity or reason of a Recall or the possibility of a defect has become known, Supplier must inform PROTHYA of this by telephone and in writing. Supplier should do this no later than within 24 hours after it has become known.

2. All costs resulting from a Recall will be borne by Supplier.

Article 22: Goods sent on approval or for Inspection

1. In case of Goods sent on approval or for Inspection, Supplier and PROTHYA agree that Supplier will make available Goods to PROTHYA during a certain approval period, free of charge and PROTHYA will take the Goods on approval or for Inspection.

2. Supplier agrees to fully compensate PROTHYA for all damage that arises at PROTHYA or third parties during the approval period due to:

- defects or other identifiable deviations in the Goods;
- insufficient instruction by Supplier on the operation or the use of the Goods; or
- an attributable failure or unlawful act by Supplier or his personnel.

3. Supplier agrees to fully indemnify PROTHYA against claims of third parties for compensation of the damage or loss as referred to in paragraph 2 of this article. If a third party files a claim against PROTHYA in connection with such damage or loss, PROTHYA will immediately inform Supplier and send all required data of such claim.

4. During the approval period and during transport to and from PROTHYA, Supplier is responsible for insuring the Goods sent on approval and for inspection against the liability, damage or loss mentioned in paragraph 2 of this article.

5. Supplier will provide PROTHYA with sufficient materials to enable the latter to make adequate use of the Goods during the approval period.

Article 23 Goods on consignment

1. In case of Goods on consignment, Supplier and PROTHYA agree that Supplier will deposit Goods free of charge during a period agreed upon, whereby title and risk of these Goods will only pass in case PROTHYA starts to use or consume the Goods.

2. Supplier will replenish the stock no later than on the first workday after PROTHYA has announced that it has started to use the Goods.

3. Supplier will insure these Goods until the ownership has passed to PROTHYA.

4. Supplier will invoice PROTHYA for the Goods PROTHYA has started to use.
5. Supplier may recall the Goods on consignment only after consulting with PROTHYA.
6. In case, after PROTHYA has approved and started to use the Goods, the Goods do not satisfy the relevant requirements, PROTHYA is entitled to file a claim with Supplier within eight days of the discovery of any defect.

PART III SUPPLEMENTARY CONDITIONS APPLICABLE TO THE PERFORMANCE OF SERVICES

Article 24 Supply of Services

In providing the Services, the Supplier shall cooperate with PROTHYA in all matters relating to the Services and comply with all instructions of PROTHYA, and provide all Auxiliary Materials and such other items as are required to provide the Services.

Article 25 Personnel

1. The personnel engaged by Supplier for the performance of the Services shall possess the expertise, training and experience which are required for performing the Services.
2. PROTHYA has the right to demand replacement of the personnel engaged by Supplier, if it feels that this is either necessary or desirable for the proper performance of the Agreement.
3. The personnel engaged by Supplier must always be able to provide identification on the site of PROTHYA (if so requested).

Article 26 PROTHYA's site and buildings

1. Before starting the execution of an Agreement, Supplier should familiarise himself with the circumstances which may affect the proper execution of the Agreement on site and in buildings where the Services are to be carried out.
2. In performing its obligations, Supplier shall use all reasonable efforts to minimise any disruption of PROTHYA's business operations.
3. Before Supplier commences the execution of an Agreement, Supplier and his personnel should familiarise themselves (if any) with the instructions and regulations that are in force on site and in the buildings of PROTHYA. PROTHYA will make a copy of these instructions and regulations available to Supplier at the latter's request. Supplier and his personnel will behave in accordance with these instructions and regulations.
4. Supplier must ensure at its own account to obtain the permits, exemptions, approvals, decrees, and the like necessary for the performance of the Services.

Article 27 Sequential liability

1. The Supplier warrants that he and the subcontractors/third parties engaged by him to perform the Agreement will meet their obligations to declare and remit wage tax and social insurance contributions to the Employment Benefits Agency UWV and Dutch Tax and Customs Administration. The Supplier must indemnify PROTHYA against any claims for failing to meet those obligations.
2. At PROTHYA's request, the Supplier provides proof of the payments made by him and his subcontractors/third parties by means of a "Certificate of Payment Behaviour (Liability for Subcontractors)" [Verklaring betalingsgedrag keten- en inlenersaansprakelijkheid], and provide PROTHYA with insight into its administration.
3. At PROTHYA's first request, the Supplier will make available what is known as a G-account (escrow account), unless PROTHYA notifies the Supplier that it wants to pay directly to the Dutch Tax and Custom Administration. The Supplier will state on the invoice the amount in wage tax and social insurance contributions and/or VAT which he is required to remit to the Tax Administration, or the percentage in wage tax and social Insurance contributions and/or VAT to be paid into the G-account or directly as agreed with PROTHYA.

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