

GENERAL CONDITIONS OF PURCHASE

Medical Export Group & Amstelfarma

October 2022

1. Definitions

- 1.1 The following capitalized terms have the following meanings:
- 1.2 **Agreement:** the agreement concluded between Purchaser and Supplier, which may consist of a Purchase Order, a long term supply agreement, a services agreement, an assignment agreement and/or another type of agreement.
- 1.3 **Code of Conduct:** the Medical Export Group group of companies' code of conduct and ethics (ethical code) for suppliers, available on Purchaser's website, as this Code is amended and made known to Supplier from time to time.
- 1.4 **General Purchase Conditions:** these general conditions of purchase.
- 1.5 **Intellectual Property Rights:** intellectual, industrial and other type of property rights, including but not limited to trade secrets and the like, copyrights, patents, trademarks, trade names, design rights, data base rights, as well as any applications thereof.
- 1.6 **Products:** the goods sold and/or delivered by Supplier pursuant to an Agreement. Products may consist of finished pharmaceutical dosages, medical supplies, diagnostic products, laboratory supplies or other types of goods as well as their packaging and labels.
- 1.7 **Purchase Order:** a purchase order issued by Purchaser to Supplier, for the purchase of Products and/or Services.
- 1.8 **Purchaser:** the entity using these General Purchase Conditions, being Amstelfarma B.V., The Medical Export Group B.V. or another entity within their group of companies.
- 1.9 **Services:** the services provided by Supplier pursuant to an Agreement.
- 1.10 **Subcontractor:** any third party or person involved by Supplier in relation to the performance of the Agreement, including without limitation manufacturers, transporters, suppliers, distributors, service providers.
- 1.11 **Supplier:** the private or public (legal) entity as well as its legal successors with whom Purchaser has concluded or intends to conclude an Agreement and/or who has made an offer or issued a quotation to Purchaser.

2. Applicability of General Purchase Conditions, Purchase Orders, Agreements

- 2.1 These General Purchase Conditions govern and form an integral part of all Agreements (of the first Agreement as well as subsequent Agreements concluded between the parties), Purchaser's requests for quotation, and all of Supplier's offers and quotations, in the widest sense, issued to Purchaser. Supplier acknowledges that documents that Purchaser shares with Supplier in relation to the Agreement, such as standard operating procedure, the Code of Conduct, shipping instructions and the like, form a part of the Agreement. Supplier is bound to the information it provides to Purchaser prior to and/or in the context of the conclusion of an Agreement, including, but not limited to price, validity, volumes, agreed Incoterms and lead-times and such information must correspond with the conditions set forth in these General Purchase Conditions. Terms and conditions proposed by Supplier shall be void and of no effect.
- 2.2 Supplier must confirm (e.g. by signing and returning it by email) or reject a Purchase Order within three (3) business days, in absence of which the Purchase Order shall be deemed accepted by Supplier. The Purchase Order is also deemed accepted by Supplier by (i) Supplier's written or verbal assent, (ii) Supplier's delivery of the Products and/or the Services, or (iii) any other conduct by Supplier or any representative of Supplier consistent with acceptance of the Purchase Order. If Supplier rejects a Purchase Order, it must state the reasons for rejection. The Purchase Order number must be stated on all invoices, bills of lading, packing lists, cartons, correspondence, and other relevant documents.
- 2.3 Without affecting any information provided by Purchaser, Supplier is responsible for requesting additional documentation and/or information from Purchaser which in Supplier's opinion may be needed for the proper performance of the Agreement. Purchaser will respond to such request in a timely manner, to the extent possible.
- 2.4 Investments made by Supplier in relation to an offer, quotation and/or the performance of an Agreement are at Supplier's risk and expense, Purchaser cannot be held liable for such costs.
- 2.5 Purchaser reserves the right to amend or cancel a Purchase Order at any time. No cancellation fee, charge or payment will be owed by Purchaser to Supplier and Supplier will only be entitled to compensation of the direct costs of any completed and satisfactory performance to the date of cancellation or amendment and if any portion of the Products are, or will be delivered to Purchaser, Supplier shall also be reimbursed for any direct and necessary costs incurred to preserve, protect, store and ship such Products to the point of delivery to Purchaser. At the time of any cancellation or amendment by Purchaser Supplier will immediately discontinue all work pertaining to the relevant Purchase Order, including not placing additional Purchase Orders or making any other commitment and canceling forthwith any existing Purchase Orders and commitments to the best possible terms. Supplier will preserve and protect the relevant Products, work in progress, Supplier data and completed work both in its own and in its supplier's facilities in accordance with

Purchasers instructions.

- 2.6 In case of conflict between a provision in the Supplier's confirmation of the Purchase Order and the Purchase Order, the provision of the Purchase Order shall prevail, unless Purchaser explicitly acknowledges the deviation in writing.
- 2.7 Deviations from these General Purchase Conditions are only binding for Purchaser if they have been confirmed by Purchaser in writing.

3. Packing, Transport and Delivery of Products

- 3.1 Transport and delivery (including uploading and unloading) of the Products is subject to the INCOTERM (latest version of INCOTERMS as issued by the International Chamber of Commerce) stated in the relevant Agreement.
- 3.2 Subject to deviating agreed INCOTERMS Supplier will fully insure the Products, and any materials supplied to Supplier in relation to an Agreement, for the benefit of Purchaser.
- 3.3 Before shipment of the Products, Supplier shall, at its own cost, have obtained the necessary (export) permissions, licenses and consents that are required to transport the Products to the relevant country of destination.
- 3.4 Without affecting Supplier's responsibility and liability for damage to the Products per the agreed INCOTERMS, Supplier shall pack, mark, ship and deliver the Products as per Purchaser's standard shipping instructions (which form an integral part of the Agreement) and mark the Products as a shipment for Purchaser. In any event, Supplier shall ensure the packaging of the Products, including over-packing, provides adequate protection with enough buffering for carriage by air, sea, and road to their final destination and subsequent in-land distribution and storage, including remote locations under adverse climatic and storage conditions, and high humidity. Solely Supplier is responsible for ensuring the Products arrive at the destination indicated by Purchaser in good order.
- 3.5 Ultimately seven (7) working days before the scheduled shipping date of the Products, Supplier shall inform Purchaser that the shipment will be dispatched. Ultimately five (5) working days before delivery of the Products, or another term indicated in the Agreement, Supplier shall submit to Purchaser all required documents in relation to the shipment, including at minimum, unless agreed otherwise in the Agreement: a copy of the invoice (mentioning the country of origin), a copy of the packing list, a copy of the manufacturer's certificate of quality and shipping documents such as the bill of lading / airway bill (allowing Purchaser to track the shipment, if this function is available), the certificate of origin, certificate of analysis, instructions of use, documentation on risks, hazards and the like. These deadlines are of the essence ("*fatale termijnen*"). The original documents of the shipment shall be made available to Purchaser upon its first request.
- 3.6 Delivery times are of the essence ("*fatale termijnen*"). A delivery time is considered to have been exceeded if the relevant Products are not delivered per the agreed terms on the agreed delivery date. Supplier will immediately inform Purchaser of any (suspected) delays, stating the reasons thereof. Supplier shall then give a revised delivery time and arrange for timely delivery at its cost, such without affecting Supplier's obligations or Purchaser's rights in relation to the late delivery.
- 3.7 Partial deliveries are not authorized unless Purchaser has agreed to this in writing by listing the partial delivery dates in the Agreement. Purchase Orders can be short closed if Supplier cannot completely fulfill the Purchase Order (within the required time frame). Supplier is not entitled to deliver more or less than the agreed quantities of Products without Purchaser's prior written consent.
- 3.8 Delivery is deemed completed the moment the Products have been handed over to Purchaser or its designated agent that is not a transporter, and signed for delivery. Signature for delivery does not however affect Purchaser's right to reject the Products per clause 5, Inspections or its other rights.
- 3.9 Supplier is only entitled to suspend its delivery obligations if Purchaser does not comply with one or more of its essential, corresponding obligations other than due to Supplier's own non-compliance with the Agreement, and only after having served Purchaser a notice of default containing a reasonable remedy term of at least fourteen (14) working days, provided Purchaser continues the non-compliance after such notice term..

4. Risk and Transfer of Title and Ownership

- 4.1 Supplier bears the risk with respect to the Products until the delivery moment indicated in clause 3.8..
- 4.2 Title and ownership in the Products transfer to Purchaser upon handing over to the first transporter that transports the Products.
- 4.3 Supplier waives any retention rights and rights of revendication it may have with respect to the Products, the results of the Services and/or materials received from Purchaser.

5. Inspection of Products

- 5.1 Purchaser shall have the right to inspect the Products after delivery, and to reject and refuse acceptance of Products that do not comply with the Agreement (including for the avoidance of doubt, these General Purchase Conditions). Supplier is obliged to give its full cooperation to the inspection.
- 5.2 Purchaser shall inform Supplier of the rejection and Purchaser shall be entitled to store or have stored the rejected Products at Supplier's risk and expense. If Supplier has not taken back the Products within fourteen (14) calendar days after Purchaser has sent the rejection notice, Purchaser is entitled to return the Products to Supplier without the Supplier's prior approval. Should Supplier refuse to take back the returned Products, Purchaser is entitled to store, sell or destroy the rejected Products at the risk and expense of Supplier, without being liable.
- 5.3 After rejection, Supplier will, at Purchaser's request and choice, either, at the Supplier's risk and expense, ship replacing Products or credit the Products within five (5) working days or ship repaired Products within ten (10) working days after having received those Products back from Purchaser. If the rejected Products can in Purchaser's opinion be sold, Supplier will grant a proportionate reduction on the relevant Products through a partial credit note or price reduction. The foregoing actions shall not affect Purchaser's other rights in relation to the non-conformity. A new warranty period starts after delivery of the replacing or repaired Products.
- 5.4 If Supplier does not timely comply with the obligations set out in the subsection above, Purchaser is entitled to purchase similar goods from a third party and/or take other similar corrective actions, at Supplier's expense. In urgent cases and in cases where it can be assumed that Supplier will fail to meet those obligations, Purchaser is entitled to repair or have repaired or replace or have replaced the Products at the Supplier's expense. If Purchaser replaces the rejected Products with non-rejected Products out of stock or from another shipment, Supplier shall, at Purchaser's request and at no extra cost, deliver new Products at its first convenience, to replace such Products. The foregoing actions shall not affect Purchaser's other rights or Supplier's obligations.
- 5.5 The risk and costs of replacement, repair, shipment and other costs ensuing from rejection are borne by Supplier.
- 5.6 Any rejected Products bearing Purchaser intellectual property must be destroyed at Purchaser's request within a reasonable time frame indicated by Purchaser, and Supplier must provide Purchaser with documented proof of destruction.
- 5.7 Supplier cannot derive any rights from the results of an inspection as referred to in article 5.1 nor from the nonoccurrence of an inspection. Payment, inspection, testing nor acceptance of any Products by Purchaser shall relieve Supplier of any of its obligations under the Agreement, nor shall it constitute acceptance or approval of any Products or constitute or operate as a waiver of any defect, non-conformity or any rights or remedies available under the Agreement or at law.
- 5.8 Unless explicitly agreed in the Agreement, Purchaser is not bound by any period set by the Supplier to inform the Supplier of a rejection, nor shall Purchaser lose its rights if such period is not observed. Rejection may even take place after the Products have been delivered to their final destination.

6. Warranties and guarantees

- 6.1 Supplier warrants and guarantees that: (a) the Products are sold free from encumbrances and any other restrictions that may prevent or limit Purchaser in its legal and/or factual control over the Products; (b) during a period of at least five (5) years or another period agreed in the Agreement, the Products shall comply with the Agreement, they are new, of good quality, design, materials, construction and workmanship, free from defects, conform to the specifications approved and/or given by Purchaser, are fit for the purposes for which such Products are ordinarily used, as well as purposes expressly made known to Supplier by Purchaser and vice versa; (c) the Products comply with the requirements set by the laws and regulations applicable to the manufacturing, sale, purchase, export, import, transport, registration, storage and distribution of the Products in the country of delivery and the country of final destination, and any Purchaser policies or guidelines on the environment and banned substances as from time to time being made available to Supplier; Supplier shall keep itself continuously informed of such requirements; (d) the Products nor Services are subject to any legislation which requires Supplier and/or Purchaser to obtain an export license from any government authority and Supplier or, if they are, Supplier has obtained such license respectively provided all information (including documentation) necessary for Purchaser to obtain such license; (e) no (legal) person connected to Supplier is listed on any restricted parties list anywhere in the world; (f) all Products are CE certified and labeled; (g) pharmaceutical Products are manufactured and otherwise handled in compliance with pharmacopoeia as specified in the Agreement and laws and regulations and at minimum shall meet the shelf life as specified in the Agreement; (h) the Products comply with the specifications indicated and/or approved by the quality (assurance) department of Purchaser as well as the requirements in clause 7 (Quality Assurance); (i) the Products nor the Services infringe any third-party Intellectual Property Rights; (j) the Services shall be provided with due, professional and expert care and pursuant to the requirements set by Purchaser (if any), as well as in accordance with the laws and regulations applicable to the

provision of the Services.

7. Quality Assurance

- 7.1 Supplier shall ensure that the quality, integrity, and shelf life of the Products are maintained during all handling of the Products under its responsibility. For pharmaceutical Products, the quality must be ensured through continuous temperature monitoring during storage and transport. Deviating transport may be used with Purchaser's prior written consent, based on risk assessment taking into account means of transport, transport time and prevailing temperature.
- 7.2 Products falling under the scope of the World Health Organization Good Manufacturing Practices (GMP) must be manufactured at a manufacturing site indicated in the Agreement, or at least one that is fully compliant with the GMP in force at the time of manufacture. All pharmaceutical Products must comply with specific standards as laid down in the latest edition of Ph. Eur, BP, USP-NF or other internationally leading pharmacopoeia, and as approved by the Purchaser quality (assurance) department. Labels of pharmaceutical Products must be made in accordance with the pharmacopoeia and all information on labels should be the same as mentioned on the certificate of analysis.
- 7.3 Medical devices and in-vitro diagnostics (IVDs) must be manufactured and supplied from a site/facility adhering to quality management system requirements (ISO 13485 or equivalent regulatory compliance). The Products must comply with the agreed specifications, applicable regulations (e.g. Medical Devices Directive / Medical Devices Regulation / In Vitro Diagnostics Directive / In Vitro Diagnostics Regulation, Personal Protective Equipment) and relevant international standards (ISO/ASTM).
- 7.4 Supplier shall in any case: (a) ensure that an adequate system for recording, reviewing and investigating complaints, adverse event reports, and/or suspected falsified medicinal products, has been implemented; the outcome of relevant investigations shall be shared with Purchaser in a timely manner; (b) document traceability in accordance with applicable regulatory requirements and shall, at Purchaser's first request submit the documentation and information and provide the cooperation required to trace the Products; (c) maintain one or more standard operating procedures (SOPs) for recalls of defective Products from the market and to be able to comply with the provisions of clause 8, Product Recalls; (d) keep enough retention samples for each batch of finished Products. In the event of a quality related complaint and/or a potential Product defect, Supplier shall provide Purchaser with its co-operation in further investigations and if so required, provide samples for an independent analysis by a mutually selected laboratory, (e) procure that its relevant Subcontractors do the same and (f) appoint an EU representative if the Products are manufactured outside the EU.
- 7.5 Supplier must immediately notify any deviations from the agreed specifications, purchase and/or quality terms and any other changes that may directly or indirectly impact the Products' quality as well as any GMP or other non-compliance reported by any regulatory authority or inspection agency with respect to the Products, any claims from end users and other quality-related issues with respect to the Products. Supplier shall establish a formal change control system to handle any changes to the Product specifications, production processes, manufacturing site, testing, release, shipping and distribution of the Products. This system should ensure a proper review of such changes for impact on regulatory requirements and product quality. Changes and/or deviations which may have impact on the (quality of the) Products shall be routed and approved by both parties.
- 7.6 Purchaser reserves the right to inspect, and/or to have inspected, Suppliers' and its Subcontractors' production facility before, during or after production of the Products, including without limitation to verify quality procedures and to inspect the origin, composition, manufacture and quality of the Products. Supplier shall provide the information and cooperation, and procure the same with respect to its Subcontractors, required for such inspection. Purchaser endeavors to have the inspection carried out during regular working hours and to not disturb Supplier's or the relevant Subcontractor's (manufacturing) operations.
- 7.7 Purchaser reserves the right to pre-approve or disapprove Subcontractors. At Purchaser's request, Supplier shall submit copies of the executed and then current agreements with such Subcontractors, taking into account that commercially sensitive information may be deleted by Supplier.
- 7.8 If there is a dispute between the parties with respect to the quality of the Products, samples of the disputed Products can be sent to an internationally recognized independent laboratory approved or identified by Purchaser for this purpose and the laboratory's findings will be regarded as conclusive with respect to the quality of the Product and the quality dispute will be resolved as per the findings of that laboratory, such however without affecting Purchaser's rights to dispute the outcome of the laboratory's findings.
- 7.9 Before and after the conclusion of the Agreement Supplier shall provide Purchaser with all relevant information related to the Product's quality, including without limitation the application of the Products and the risks involved with the use thereof.
- 7.10 Purchaser reserves the right to refuse Supplier and to refuse issuing any Purchase Orders, if Supplier has not been approved by Purchaser's quality (assurance) department, whether or not during that department's regular vendor review.

8. Product Recalls

- 8.1 If a party becomes aware that a Product must be recalled from the market, that party shall immediately inform the other party thereof, stating the type of defect, the Products that are affected and any other information that may be relevant for a Product recall.
- 8.2 Purchaser shall decide which measures are to be taken. Such measures may include discontinuation of deliveries, discontinuation of the manufacturing of Products, blocking of stocks of Products (whether or not at customers or Purchaser) and/or a recall. Supplier must take back the recalled Products at its own risk and expense within a reasonable term set by Purchaser, thereby handling the Products in compliance with clause 7 (Quality Assurance), failing which Purchaser is entitled to have the Products destroyed. In as far as applicable, Purchaser shall consider, when deciding on the measures, how Supplier's reputation can be protected. Supplier shall render its full cooperation so that the recall can be carried out promptly and effectively. If required, Supplier shall inform the relevant competent authority in the country of recall of any defect that results or could result in a Product recall.
- 8.3 If the recall is the result of a defect in the Products that is not caused by Purchaser, Supplier shall bear the costs of the recall and, without affecting its other rights, Purchaser shall be entitled to (partially) rescind ("*ontbinden*") the Agreement with respect to the affected Products, after which Supplier shall credit the affected Products, irrespective of whether Supplier has received these back.

9. Non-compliance

- 9.1 Supplier acknowledges that the quality of the Products, proper packaging, packing, loading, labelling and safe transportation and delivery times are essential for Purchaser and that Purchaser's customers may impose measures on Purchaser as a result of Supplier's non-compliance with the Agreement.
- 9.2 In case Supplier does not comply with any one (or more) of its obligations, Supplier shall be obliged to immediately notify Purchaser thereof and Supplier shall immediately be in default, without further notice being required. In addition Purchaser shall, without affecting its other rights, have the following remedies (where applicable, depending on the type of non-compliance): (a) in case of delivery delays, Supplier shall, at Purchaser's request, air lift the relevant shipment at Supplier's cost as soon as possible; (b) all costs of storage, transport, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by Supplier and shall be paid to Purchaser at its first request; (c) Supplier shall pay any penalties, costs and damages imposed on Purchaser by its customer(s) as a result of the non-compliance; (d) Purchaser is entitled to have a third party deliver products similar to the Products at Supplier's expense; (e) in case of non-compliant Services, Supplier shall, at Purchaser's request (partially) reperform the relevant Services and/or (partially) credit these and Purchaser shall be entitled to hire a third party to perform the Services at Supplier's cost.

10. Regulatory Compliance, Code of Conduct

- 10.1 Supplier acknowledges that it has received the Code of Conduct and agrees that the Code of Conduct applies to and forms an integral part of the Agreement and that it is bound to amendments thereof. Supplier shall procure that its relevant Subcontractors also comply with the Code of Conduct.
- 10.2 Supplier will inform Purchaser immediately in writing in case (a) Supplier is debarred by any regulatory authority, (b) becomes the subject of any investigation or proceeding which may result in debarment by any regulatory authority, (c) loses any of its licenses, authorizations or other consents that are required to properly perform the Agreement.
- 10.3 Supplier shall actively ensure that the Products and the raw and ancillary materials used have as little environment impact as possible.
- 10.4 Suppliers confirms compliance with applicable legislation, industry codes and regulations against bribery and corruption, including the UK Bribery Act 2010 and de U.S. Foreign Corrupt Practices Act. No money, goods, services or anything of value shall be given, offered, promised or accepted, received, agreed for favorable treatment in obtaining or retaining business.

11. Prices, Invoicing, Payment

- 11.1 Any offer or quotation drawn up by Supplier is irrevocable unless the relevant offer or quotation explicitly indicates it is revocable.
- 11.2 All prices are fixed for the term of the Agreement and based on the INCOTERM indicated in the Agreement. Indexation is only permitted if so explicitly agreed in the Agreement.
- 11.3 Prices are in EURO's unless agreed otherwise in writing and including VAT (VAT must however be specified by Supplier). Product prices are including all other taxes and government levies, costs for packaging (fit for withstanding

rough handling), licenses, consents, export and import duties and costs for the country of delivery and final destination and prices for Services are including travel costs, lodging costs, meals, taxes, other taxes and government levies, social premiums and other government levies. Prices also include other costs incurred by Supplier to perform its obligations pursuant to the Agreement. Supplier is solely responsible for payment of such costs. Supplier shall, at Purchaser's first request pay all such costs if they have not yet been paid.

11.4 All costs Supplier makes in relation to the offer or quotation are borne by Supplier.

11.5 Supplier shall follow Purchaser's invoice instructions. Invoices should at minimum state the bank account number to which the invoice has to be paid, the VAT registration number (if applicable) and the Purchase Order number. Parties undertake to provide each other with their correct VAT registration numbers, if these are necessary and to immediately notify each other of any change therein. Prices are invoiced in EURO's unless agreed otherwise in writing.

11.6 Purchaser shall pay the invoice within the payment term that is agreed in the Agreement, or thirty (30) days, whichever is longer, provided the Products have been delivered together with all their relating documentation and/or the Services have been provided, and provided the invoice is correct. Bank charges with regard to any payment shall be shared in the following manner: any costs imposed by Purchaser's bank shall be for the account of Purchaser and any costs imposed by Supplier's bank shall be for the account of Supplier.

12. Intellectual Property Rights

12.1 Supplier grants to Purchaser a nonexclusive, perpetual, irrevocable, world wide, sub-licenseable and transferable right to use the Intellectual Property Rights related to the Products and/or Services, in the context of its business activities.

12.2 In deviation of the above, if Supplier, pursuant to the Agreement, develops any goods or materials specifically for Purchaser, then any Intellectual Property Rights related thereto shall accrue exclusively to Purchaser and in as far as necessary, Supplier irrevocably and unconditionally assigns such rights to Purchaser. Any fee for this shall be deemed to be included in the agreed price of the Products and/or Services. Supplier shall, at Purchaser's request, provide its further cooperation with respect to the establishment, registration and/or assignment of such Intellectual Property Rights to Purchaser.

12.3 In as far as Purchaser makes available to Supplier any materials with respect to which Purchaser owns Intellectual Property Rights, Supplier acknowledges that Purchaser is and shall at all times remain the owner of such materials and that Supplier shall not acquire any Intellectual Property Rights or title with respect thereto.

12.4 Supplier may not sell Products covered by any of Purchaser's Intellectual Property Rights (including but not limited to Purchaser's name, logo, artwork) to buyers other than Purchaser.

13. Force Majeure

13.1 Without affecting the other provisions herein, during any delay or other failure to perform by Supplier due to force majeure, Purchaser may purchase products from other available sources, in which case the quantities under the Agreement, if indicated by Purchaser, will be reduced by the quantities of such substitute products.

13.2 Without affecting the other provisions herein, in case of Supplier's force majeure, all amounts paid in advance by Purchaser become immediately due and payable and should be repaid ultimately within five (5) days of the first force majeure day.

14. Indemnification and Liability

14.1 Supplier is liable for all damages and costs suffered by Purchaser as a result of Supplier's failure to comply with its obligations, without a further notice being required. These damages and costs are set to at least a fixed amount of 1% (one percent) of the relevant Agreement, per day with a maximum of 10% (ten percent). However, Purchaser is entitled to claim the actual damages and costs in as far as they exceed the fixed amounts.

14.2 Supplier shall indemnify and hold harmless without time limitation Purchaser, its officers, employees and agents against all claims suits, losses, damages, costs and expenses (including reasonable attorney's fees) whether direct or indirect, that are caused by Supplier, its Subcontractors or are otherwise attributable to Supplier, as a result of the non-compliance with the Agreement, including non-compliance with applicable laws and/or regulations, and/or a unlawful act, including without limitation, (a) damage resulting from personal injury or death, (b) damage of Purchaser's customers, (c) infringement on third party Intellectual Property Rights, (d) fines or other penalties imposed by government or supranational authorities and (e) claims from Supplier's employees. Supplier will immediately inform Purchaser in writing of any dispute or claim with a third party or person arising in relation to the Products and/or Services.

14.3 Supplier is obliged to take out sufficient insurance coverage against the losses referred to in this clause. Supplier shall have each relevant insurance policy state that any payout by the insurance company shall be made directly to the party

that suffered the loss. Supplier shall, at Purchaser's first request, send Purchaser a copy of the insurance policy (commercial information can be blacked out).

- 14.4 Without affecting the other provisions herein, Purchaser is not liable for any costs, claims or losses on the part of Supplier, unless this has been caused by deliberate intent or willful recklessness of Purchaser's managing officers. Such deliberate intent or willful recklessness shall solely be understood to mean an act in which such managing officers have (subjective) knowledge of the fact that the chance that the act may cause a loss is considerably greater than the chance that such action may not cause a loss. The managing officers, nor any other person or party involved in the performance of the Agreement by Purchaser can ever be held directly liable by Supplier.

15. End of the Agreement

- 15.1 Purchaser is entitled to, at its choice immediately rescind ("*ontbinden*") or terminate the Agreement ("*opzeggen*") the Agreement in whole or in part, without being liable to pay any damages and without limiting its statutory rights, in case: (a) Supplier has not complied with one or more of its obligations under the Agreement, whether or not due to force majeure; (b) it is foreseeable that Supplier will not be able to comply with one or more of its obligations under the Agreement, e.g. because the Products are seized by a third party before they are dispatched, or a notice is given that a license that is necessary for the performance of the Agreement will be revoked; (c) Supplier requests for moratorium of payment or a similar proceeding under applicable law; (d) a guardianship order or appointment of an administrator on the part of Supplier; (e) Supplier is declared bankrupt or a similar proceeding is instituted under applicable law; (f) Supplier is liquidated or dissolved; (g) any attachment is made over the assets of Supplier; (h) Supplier makes an unauthorized assignment for the benefit of its creditors; (i) the control over Supplier is taken over by another party and Purchaser has well founded reasons to not want to continue the Agreement, e.g. because of such party's disputable reputation, (j) an investigation or other similar type of action is taken by a competent authority with respect to Supplier and/or its relevant Subcontractor(s) which may impact the performance of the Agreement.
- 15.2 Any costs, claims and other losses Purchaser may have or come to have against Supplier in the cases referred to above, shall be payable forthwith and in full. Supplier shall however make its best efforts to mitigate such losses.
- 15.3 Provisions from the Agreement and these General Purchase Conditions that, by their nature are meant to survive the end of the Agreement, as well as provisions that are used to interpret these General Purchase Conditions shall not lose effect after termination of the Agreement.

16. Confidentiality

- 16.1 Supplier acknowledges that in the context of (the performance of) the Agreement it may come into possession of confidential information of Purchaser, its affiliates, group companies, officers and/or agents. Confidential information shall be information that is marked as confidential, or which is of such nature that the Supplier should reasonably understand that it is confidential. Such confidential information includes, without limitation: non-public information regarding the Products including recalls, results of business activities, commercially sensitive information and the relationship between the parties. The confidential information may not be disclosed to any third party or be used in any other way for any purpose other than the performance of the Agreement without Purchaser's prior written consent. Supplier shall impose the confidentiality obligations on its employees and its Subcontractors.
- 16.2 The above confidentiality obligations do not apply with respect to information that is (a) publicly available through no fault of Supplier, (b) was already acquired by Supplier in a lawful manner from a third party, (c) was independently created by Supplier without using any of Purchaser's confidential information, (d) must be disclosed by Supplier pursuant to an applicable legal obligations, in which case however it will inform Purchaser of such legal obligation, in as far as this is legally permitted, and allow Purchaser to take steps to prevent disclosure, failing which Supplier may disclose the confidential information.

17. Governing law and Dispute Resolution

- 17.1 The legal relationship between the parties, shall solely be governed by the laws of the Netherlands. The provisions of the United Nations Convention on International Purchase Agreements (CISG) are excluded.
- 17.2 All disputes arising in connection with Agreements, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration is Amsterdam, the Netherlands, and the proceedings are held in English.

18. Miscellaneous

- 18.1 Purchaser and Supplier are independent contracting parties. Nothing in the Agreement makes either party the agent or legal representative of the other party for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in name of the other party.
- 18.2 Purchaser shall have the right, during regular business hours and at reasonable intervals, to inspect or have inspected Supplier's administration and premises and conduct interviews, to verify Supplier's compliance with the Agreement (including, for the avoidance of doubt, these General Purchase Conditions). Supplier shall provide its cooperation and make available information and resources to carry out such an investigation. Supplier shall, upon Purchaser's request procure that its Subcontractors do the same, in as far as it concerns the performance of the Agreement.
- 18.3 Supplier shall not transfer and/or or assign any of its rights or obligations under the Agreement, whether in whole or in part, to any third party (including affiliates) without Purchaser's prior written consent. Purchaser may assign the Agreement to any of its affiliates upon written notice to Supplier and the Supplier gives its consent thereto.
- 18.4 No waiver by Purchaser of any breach of any condition, covenant or term of the Agreement shall be effective unless it is in writing and no failure or delay by Purchaser in enforcing any provision of the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 18.5 In the event that any provision(s) of the Agreement and/or these General Purchase Conditions is held to be invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, this shall not affect the validity or enforceability of any other provisions thereof. Such invalid or unenforceable provision shall be replaced with a provision which accomplishes - to the best possible extent - the original purpose of such provision.
- 18.6 Purchaser is authorized to make amendments to these General Purchase Conditions. The amendments shall become effective on the specified effective date but shall not apply to any Agreement agreed before that date. If, in deviation of the foregoing, Purchaser indicates that the amended General Purchase Conditions also apply to ongoing Agreements (e.g. a long term supply agreement), then, provided the amendment is not mandated by an amendment in any laws and/or regulations applicable to the Products and/or Services and/or in the contractual relationship with a main customer, Supplier may object to this within 10 (ten) calendar days after the effective date. If Supplier timely objects, Purchaser shall be entitled to either not apply the amended General Purchase Conditions to ongoing Agreements or allow Supplier to terminate the ongoing Agreement, which Supplier must do within 5 (five) days after the notified decision, or, failing this, to terminate the Agreement itself. If so indicated by Purchaser, such termination shall have retrospective effect until the amendment's effective date.
- 18.7 Article 6: 227b paragraph 1 of the Dutch Civil Code does not apply and Supplier waives its right to dissolution or annulment under Article 6: 227b paragraph 4 and / or paragraph 5 of the Dutch Civil Code as well as Article 6: 227c paragraph 2 and / or paragraph 5 Dutch Civil Code.
- 18.8 If Supplier is established outside the Netherlands, Supplier acknowledges that articles 6:232 and 234 of the Dutch Civil Code apply.