

Terms & conditions of commercial sale of Holland Bio Products B.V.

1 Sales offer, confirmation or agreement

1.1 These terms and conditions of commercial sale of Holland Bio Products B.V. (the "Terms and Conditions") apply to and form an integral part of all sales offers made by Holland Bio Products B.V., also trading under the name *HollandBioProducts*, ("HBP"), all acceptances, acknowledgements and confirmations by HBP of any orders by Buyer and any agreements ("Agreement(s)") regarding the sale by HBP and purchase by Buyer of goods and services ("Products"), unless and to the extent HBP explicitly agrees otherwise in writing.

1.2 Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by HBP setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by HBP, and any such terms shall be wholly inapplicable to any sale made by HBP to Buyer and shall not be binding in any way on HBP.

1.3 HBP's sales offers are open for acceptance within the period stated by HBP in the sales offer or, when no period is stated, within thirty (30) days from the date of the sales offer, but any sales offer may be withdrawn or revoked by HBP at any time prior to the receipt by HBP of Buyer's acceptance thereof.

2 Pricing

Prices in any sales offer, confirmation or Agreement are in Euros, based on delivery Ex-Works (INCOTERMS latest version) HBP manufacturing facility or other facility designated by HBP, unless agreed otherwise in writing between Buyer and HBP and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products or any other expenses. HBP will add taxes, duties and similar levies to the sales price where HBP is required or enabled by law to pay or collect them and these will be paid by Buyer together with the price.

3 Payment

3.1 Unless agreed otherwise between HBP and Buyer in writing, HBP may invoice Buyer for the price of the Products delivered upon delivery of the Products in accordance with the applicable INCOTERM. Net payment is due within fourteen (14) days of date of invoice unless agreed otherwise between HBP and Buyer in writing. All payments shall be made to the designated HBP address. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by HBP. In addition to any other rights and remedies HBP may have under applicable law, interest will accrue on all late payments at the rate of twelve percent (12%) per annum or the applicable statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full.

3.2 All deliveries of Products agreed to by HBP shall at all times be subject to credit approval of HBP. If, in HBP's judgment, Buyer's financial condition at any time does not justify production or delivery of Products on the above payment terms, HBP may require full or partial payment in advance or other payment terms as a condition to delivery, and HBP may suspend, delay or cancel any credit, delivery or any other performance by HBP.

3.3 In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, HBP shall have the right to refuse performance and/or delivery of any Products until payments are brought current and HBP may suspend, delay or cancel any credit, delivery or any other performance by HBP. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

4. Delivery and quantities

4.1 Products shall be delivered Ex-Works (INCOTERMS latest version) as designated by HBP, unless otherwise agreed in writing. Delivery dates communicated or acknowledged by HBP are approximate only, and HBP shall not be liable for, nor shall HBP be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. HBP agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the such delivery date.

4.2 Buyer will give HBP written notice of failure to deliver and thirty (30) days within which to cure. If HBP does not deliver within such thirty (30) day period, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the related Agreement.

4.3 Title in the Products shall pass to Buyer upon payment in full of the purchase price, including any interest and/or expenses in respect thereof and (to the extent permitted by applicable law) payment in full of any other Products Buyer has ordered and/or payment of any claim in connection with or arising out of the Agreement. Until title in the Products has passed to Buyer, Buyer shall not assimilate, transfer or pledge any of the Products, or grant any right or title in the Products to any third party, except in the event such right or title is granted in normal course of business. Buyer shall ensure that the Products remain identifiable as Products obtained from HBP. Buyer shall at all times grant HBP (or its representative) free access to the location where Buyer has stored the Products. In the event Buyer does not fulfill its payment obligations towards HBP, or gives reason to believe that it will not fulfill any or part of its payment obligations, Buyer is obliged at HBP's request to return to HBP, at Buyer's cost, the Products in which the title has not yet passed and Buyer agrees to fully cooperate with HBP in order to enable HBP (or its representative) to collect its Products. Risk of loss in the Products shall pass to Buyer upon HBP's delivery in accordance with the applicable INCOTERMS.

4.4 If Buyer fails to take delivery of Products ordered, then HBP may deliver the Products in consignment at Buyer's cost.

4.5 In the event HBP's production is curtailed for any reason, HBP shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Agreement, as the case may be, without being responsible or liable to Buyer for any damage resulting therefrom.

5 Force Majeure

5.1 HBP shall not be liable for any failure or delay in performance if such failure or delay results from interruptions in the Product manufacturing process; or such failure or delay is caused by Force Majeure as defined below and/or by (case) law.

5.2 In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without HBP being responsible or liable to Buyer for any damage resulting therefrom.

5.3 The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond HBP's reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which HBP cannot reasonably be required to execute its obligations including force majeure and/or default by one of HBP's suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by HBP to extend for a period of three (3) consecutive months), HBP shall be entitled to cancel all or any part of the Agreement without any liability towards Buyer.

6 Right in documentation and intellectual property

6.1 Any documents, drawings, designs or other documents belonging to a sales offer, order or contract shall be and shall remain the property of HBP and may not be made public, imitate, copied, or transferred to third parties without the prior written permission of HBP, offered or shown. Nor may part of the used or shown technique be used to improve the products of the buyer or any other third parties. HBP remains the owner of any intellectual property rights that include copyright, on the above information.

6.2 Subject to the provisions set forth herein, the sale by HBP of any goods implies the non-exclusive and non-transferable limited license to Buyer under any of HBP's and/or its affiliates' intellectual property rights ("HBP IPR") used in the goods to use and resell the goods as sold by HBP to Buyer.

6.3 To the extent that documentation is embedded in or delivered with any goods sold by HBP to Buyer, the sale of such goods shall not constitute the transfer of ownership rights or title in such documentation to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under HBP IPR used in the documentation in conjunction with and as embedded in or delivered with the goods as supplied by HBP to Buyer.

6.4 Notwithstanding anything to the contrary herein, these Terms and Conditions shall not be construed as conferring any right, license or immunity, either directly or by implication, estoppel or otherwise to Buyer or any third party under any HBP IPR or intellectual property rights of any third party other than explicitly granted under these Terms and Conditions.

6.5 It is forbidden for the Buyer to modify, adapt, modify or convert the goods and documentation delivered by HBP, or to create derivative products provided by HBP in connection with the goods delivered by HBP.

7 Research duty, complaints, prescription, numbers, size, weight, and disclaimer

7.1 The buyer has the obligation upon delivery and at the latest within 48 hours after delivery (if not otherwise possible: randomly) to examine whether the delivery is in accordance with the agreement, to know:

- whether the right things have been delivered;
- whether the goods delivered correspond to the agreement in terms of quantity (for example the number and quantity);
- whether the delivered goods meet the agreed quality requirements or - if these are lacking - the requirements that may be set for normal use and / or commercial purposes;

7.2 If this is not the case and the purchaser does not inform HBP about this in writing within eight days, the buyer loses all rights regarding failure in the performance related to not answering what has been delivered to the agreement. If HBP does not receive a written notice within eight days that what has been delivered does not comply with the agreement, then it is deemed to be proven by the parties that what has been delivered meets the agreement.

7.3 Claims and defenses, based on facts and / or statements that the delivery is not in accordance with the agreement, expire one (1) year after the moment of delivery. Claim rights of the buyer lapse one (1) year after the moment of delivery.

7.4 If the delivered item does not comply with the agreement, then HBP shall only be obliged to deliver the missing, repair of the delivered item or replacement of the delivered item.

7.5 Slight deviations with regard to specified sizes, weights, numbers and other such data will be permitted and do not apply as shortcomings. A slight deviation is more or less than the specified specification with a margin of a maximum of ten (10)% for sizes and weights and a maximum of five (5)% for the numbers and other such data.

7.6 Shown or provided samples are only indicative, without a matter that is the subject of a sale agreement, which needs to be answered. The products to be delivered meet the quality requirements or standards set by Dutch legislation and regulations. Insofar as the goods delivered in The Netherlands will be used outside The Netherlands, the buyer is responsible for ensuring that the products and / or services to be delivered meet the quality requirements or standards set in the country concerned, unless otherwise agreed. Also all other quality requirements that are set by the buyer to the goods to be delivered and which deviate from the normal requirements, must be explicitly reported by the buyer at the conclusion of the purchase agreement.

7.7 Buyer may ship Products returned under warranty to HBP's designated facility only in conformance with HBP's then-current return material authorization policy. Where a warranty claim is justified, HBP will pay for freight expenses. Buyer shall pay for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

7.8 Notwithstanding the foregoing, HBP shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the applicable user manual, neglect, improper placement or accident, or as a result of improper alteration, modification, storage, transportation or improper handling.

7.9 Subject to the applicable mandatory law, the express warranty granted above shall extend directly to Buyer only and not to Buyer's customers, agents or representatives and is in lieu of all other warranties, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights. All other warranties are hereby specifically disclaimed by HBP.

7.10 Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states the entire liability of HBP and its affiliates in connection with defective or non-conforming Products supplied hereunder.

8 Intellectual property rights indemnity

8.1 HBP, at its sole expense, shall:

- defend any legal proceeding brought by a third party against Buyer to the extent that the proceeding includes a claim that any Product as furnished by HBP under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and
- hold Buyer harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.

82 HBP shall have no obligation or liability to Buyer under Section 8.1

- if HBP is not:

(i) promptly notified in writing of any such claim;

(ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and

(iii) given full reasonable assistance and cooperation by Buyer in such investigation, preparation, settlement and defense;

- if the claim is made after a period of one (1) year from the date of delivery of the Product.

- to the extent that any such claim arises from:

(i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; or

(ii) (i) design, specifications or instructions furnished by Buyer;

- to the extent the claim is based directly or indirectly upon the quantity or value of products manufactured by means of the Product or upon the frequency of use or the amount of use of the Product irrespective of whether such claim alleges that the Product as such, or its use, infringes or contributes to the infringement of any intellectual property rights of the claimant;

- for unauthorized use or distribution of the Product or use beyond the specifications of the Product;

- to the extent any such claim arises from Buyer's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after HBP' notice to Buyer that Buyer should cease any such activity, provided such notice shall only be given if the Product is, or in HBP' opinion is likely to become, the subject of such a claim of infringement;

- for any costs or expenses incurred by Buyer without HBP' prior written consent;

- to the extent the claim is based on any prototypes, or Open Source Software, or software provided by Buyer or any of its designees to HBP and/or its affiliates;

- to the extent any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering a standard set by a standard setting body and/or agreed between at least two companies,

- for infringement of any third party's intellectual property rights covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used, or

- for infringement of any third party's intellectual property rights with respect to which HBP or any of its affiliates has informed Buyer, or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement, that a separate license has to be obtained. For such claims of infringements referred to in this Section 6.2 Buyer shall indemnify HBP and its affiliates against and hold them harmless from any damages or costs arising from or connected with such claims and shall reimburse all costs incurred by HBP and its affiliates in defending any claim, demand, suit or proceeding for such infringement, provided HBP gives Buyer prompt notice in writing of any such suit or proceeding for infringement.

83 If any Product is, or in HBP' opinion is likely to become, the subject of a claim of infringement as referred to under Section 8.1 above or if HBP receives from a third party claiming infringement of third party IPR in relation to any of the Products, HBP shall have the right, without obligation or liability and at its sole option, to:

- procure for Buyer the right to continue to use or sell the Product;

- provide replacement Product with a non-infringing product, or

- modify the Product in such a way as to make the modified Product non-infringing; or

- repurchase such Product from the Buyer for the initial price paid by Buyer less reasonable depreciation; or

- suspend or discontinue supplies to Buyer of the Products or parts to which such notice relates or

- terminate any Agreement to the extent related to such Product.

84 Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states HBP' entire liability and obligation to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

9 Limitation of liability

91 HBP shall not be liable for any lost profits, lost savings, loss of reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damage arising out of or in connection with the agreement or the sale of any products or service by HBP or the use thereof whether or not such damages are based on tort, warranty, contract of any other legal theory – even if HBP has been advised, or is aware, of the possibility of such damages. HBP' aggregate and cumulative liability towards buyer under any agreement shall not exceed an amount of ten percent (10%) of the amount

that is involved with the relevant related delivery.

92 Any Buyer's claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

93 The limitations and exclusions set forth above in this Section 9 shall apply only to the extent permitted by applicable mandatory law.

10 Confidentiality

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by HBP and/or its affiliates is the confidential information of HBP and/or its affiliates. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

11 Export/import controls

Buyer understands that certain transactions of HBP are subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of HBP to export, re-export or transfer Products as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of products, services and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, HBP may suspend its obligations and the Buyer's/ end-user's rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, HBP may even terminate the relevant order in all cases without incurring any liability towards the Buyer or end-user.

Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Buyer shall indemnify HBP against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this article.

Buyer acknowledges that the obligations contained in this Agreement shall survive the termination of any agreement of other arrangement under which the products, software or technology was provided to Buyer. In addition, in the event of any conflict in the terms provided in this Agreement with any other document entered into between Buyer and HBP, Buyer understands that the terms of this Agreement shall control and be binding upon Buyer.

12 Assignment and setoff

Buyer shall not assign any rights or obligations under the Agreement without the prior written consent of HBP. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with HBP or any of its affiliates may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

13 Anti-bribery

131 Buyer agrees that it now and in future shall comply with national law on prevention of bribery, as well as any other law transforming from ratification of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (including the US Foreign Corrupt Practices Act). In general, the law makes it illegal to bribe or make a corrupt payment to an Official for the purpose of obtaining or retaining business, directing business to any person, or securing any improper advantage.

132 Buyer's failure to comply with any provision of this section is grounds for immediate termination of any Agreement by HBP (or its respective affiliate(s)), without HBP' incurring any liability towards Buyer. In the event of such termination,

(i) HBP shall be under no obligation to supply any Product to Buyer,

(ii) Buyer shall be responsible for and indemnify HBP for any damages, claims, penalties or other losses (including attorneys' fees) that may be asserted against or incurred by HBP as a result of Buyer's breach of this section; and

(iii) HBP shall be entitled to any other remedies available at law or in equity. The terms and conditions of this section shall survive any expiration or termination of this Agreement.

133 HBP will only do business with those companies that respect the law and adhere to ethical standards and principles. Should HBP receive any information to the contrary, HBP will inform and Buyer agrees to cooperate and provide whatever information is necessary to allow HBP to decide whether there is any basis to any allegation received and whether the Agreement should continue. Such information includes, but is not limited to, books, records, documents, or other files.

14 Governing law and forum

All sales offers, confirmations and Agreements are governed by and construed in accordance with the laws of The Netherlands. All disputes arising out of or in connection with any Agreement shall first be attempted by Buyer and HBP to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Arnhem, The Netherlands, provided that HBP shall always be permitted to bring any action or proceedings against Buyer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sales offer, confirmation or Agreement. Nothing in this Section 13 shall be construed or interpreted as a limitation on either HBP' or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its

possibility to have recourse on the other party.

15 Breach and termination

151 Without prejudice to any rights or remedies HBP may have under the Agreement or at law, HBP may, by written notice to Buyer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:

(a) Buyer violates or breaches any of the provisions of the Agreement;

(b) (any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or

(c) the control or ownership of Buyer changes.

152 Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable. In the event of cancellation, termination or expiration of an Agreement, the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

16 Miscellaneous

161 In the event that any provision(s) of these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these Terms and Conditions shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these Terms and Conditions, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

162 The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.

163 These general terms and conditions have been drawn up in order to be used in national and international agreements. In the context of this, these general terms and conditions will also be translated from Dutch into other languages. If the parties differ on the interpretation of a non-Dutch version of these general terms and conditions, then the Dutch text of these general terms and conditions prevails over a translation thereof.

164 December, 2022