

GENERAL SALES TERMS BIOPROCESS PILOT FACILITY

1 Definitions

1. In these general sale and supply Terms the following terms shall have the meaning set out below.

- (a) BPF: the Dutch limited liability company Bioprocess Pilot Facility B.V., having offices in (2613 AX) Delft, the Netherlands, at Alexander Fleminglaan 1.
- (b) Client: the private person or legal entity purchasing Services and/or Products from BPF.
- (c) Final Report means a report describing the results of the Services, by the supply of which to the Client, a Project is closed.
- (d) General Terms: these general sales terms used by BPF in relation to Client, irrespective of the form in which they are presented, for the rendering of Services and/or the sales of Products.
- (e) Product: the products and/or services resulting from the Services.
- (f) Project: a project consisting of activities of BPF consisting of for instance biomass pre-processing and/or, biomass pre-treatment and/or, fermentation and downstream processing and/or consultancy in the aforementioned areas specifically designed to enable the transition of products in the field of biochemicals, food and pharma from testing on a laboratory scale to production on an industrial scale, or any other agreed upon activities, executed by BPF.
- (g) Quotation: the offer presented by BPF to Client with respect to the Services and/or Products.
- (h) Safe Use of the hardware (equipment) used by BPF: appropriately addressing any SHE- issues.
- (i) Services: the execution of one or more Projects and related services if agreed upon, such as advisory services in preparation of and during any such Project and evaluation of the Project after the expiry/termination of any Project.
- (j) SHE-issues: Safety, Health and Environment issues related to the processes applied by BPF when rendering the Services and/or manufacturing the Products.

2 Applicability

1. The General Terms shall cover and form part of all Quotations, agreements and other acts, either made orally, in writing, electronic or in any other form, concerning the rendering of Services and/or the supply of Products by BPF to the Client.

2. Deviations from the General Terms shall only apply if and to the extent that they have been explicitly agreed upon in writing between BPF and the Client.

3. BPF explicitly rejects the applicability of any general (purchase) terms used by the Client.

4. If and to the extent that any provision contained in these General Terms should prove not valid for whatever reason, the other provisions of these General Terms shall remain in full force and effect.

3 Quotation and agreement

1. All Quotations made by BPF shall be without any obligation unless explicitly otherwise stated in writing.
2. All Quotations are valid for the period mentioned in the Quotation concerned. If no period is mentioned, the Quotation will be valid for fourteen (14) days after the date mentioned in the Quotation.
3. An agreement with respect to the rendering of Services and/or the supply of Products shall have been concluded as soon as the Client accepts the BPF's Quotation in writing.
4. BPF is entitled to require that Client places orders for Services and/or Products having a certain minimum quantity or value.
5. Any other party than Client cannot derive any rights from a Quotation accepted by Client.

4 Prices, fees and variations

1. All prices and fees mentioned in BPF' Quotations are in Euros, unless explicitly otherwise stated.
2. Furthermore, all prices and fees are excluding value-added tax (VAT), any other sales tax, duty, inspection or testing fee and any other taxes or government levies as well as (if applicable) any costs for transport and delivery and Out-of-Pocket (OOP) costs as meant in article 5.2, unless explicitly otherwise stated.
3. BPF can adjust its prices and fees with respect to new Projects.
4. If in consultation with the Client, deviations from the original agreement for rendering Services and/or supplying Products will be made, BPF may charge additional prices and fees.
5. Client will see to it that BPF receives all payments in full. For the purpose of clarity, Client is not allowed to deduct a fee or expense for money transfer or other financial or bank costs. All fees, expenses and costs related to payment are solely for account of Client.
6. BPF may at all times request payment as an advance ("voorschot"), hereafter: Advance. This means that BPF may choose to start or continue Services only after payment of the Advance.

5 Payment

1. After acceptance of the Quotation, BPF will send to the Client an invoice for payment of a start fee (as an Advance), equalling an amount of at least fifty per cent (50%) of the total value of the Quotation.
2. Out-of-Pocket (OOP) costs are costs incurred at third-parties, for example for raw materials, consumables, personal safety equipment, analytical equipment and project specific modifications, or for services. All OOP costs will be at the cost of Client and will be invoiced based on actual costs. For handling and administration of the costs incurred at third parties, the BPF adds an additional handling fee over the out-of-pocket costs.

3. If the Client cancels the Project, irrespective of the reason, and as a consequence, BPF incurs any costs, BPF will make its best efforts to prevent or minimize any of such costs. If it appears not to be possible to prevent or minimize any such cancellation costs and Client cancels the Project:

- Client owes BPF ten per cent (10%) of the total value of the Quotation, and Client shall compensate BPF for any out of pocket costs and other commitments that BPF cannot cancel;
- forty five (45) days in advance of the planned start date, Client owes BPF fifty per cent (50%) of the total value of the Quotation, and Client shall compensate BPF for any out of pocket costs and other commitments that BPF cannot cancel;
- thirty (30) days in advance of the planned start date, then Client owes BPF hundred per cent (100%) of the total value of the Quotation, and Client shall compensate BPF for any out of pocket costs and other commitments that BPF cannot cancel.

Client cannot cancel the Project after the start date. The above leaves unhindered other rights that BPF may have under the law.

4. During the Project, BPF is authorized to charge for milestone payments, based on specific objectives agreed between BPF and the Client.

5. Within two weeks after supply of the Final Report to the Client, BPF will send the final invoice for the Services rendered and/or the Products supplied to the Client under a particular Project.

6. Unless otherwise agreed between BPF and Client, BPF's invoices must be paid within 30 (thirty) days after the invoice date and the Client is in default without any warning or notice of default being required. Only the start fee invoice (at least 50 % of the quotation) has to be paid within 14 (fourteen) days.

7. All payments by the Client to BPF shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by the Client.

8. Client shall not be entitled to any postponement or suspension ("opschorting"), neither to any set-off ("verrekening") or reduction.

9. BPF is at any time entitled to require security from the Client for the fulfilment of its payment obligation in any form, to be indicated by BPF, such as a bank guarantee or deed of pledge. In such event, the Services will only be rendered or the Products supplied after such security has been obtained and BPF may also suspend further obligations until that time.

10. From the day on which the Client is in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.

11. If Client continues to be in default in his obligation to pay the outstanding invoice with accrued interest, BPF is at liberty to instruct a debt-collector agency and/or lawyer to collect Client's debt.

12. All collection costs incurred by BPF in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) as well as all costs of legal professionals, shall be for the Client's sole account. The amount of the extra judicial costs shall be determined at least 15% (fifteen per cent) of the principal sum due by Client to BPF.

6 Performance and operational issues

1. BPF is an open access facility, working with multiple partners and multiple customers.

2. BPF will use client dedicated logbooks and lab-journals for each separate Project and

apply a code name to each of Client's Projects.

3. BPF has the right to move the agreed start date of a Project with a maximum of two (2) weeks, when it is not able to serve the Client at the agreed date, for instance due to delays in other, ongoing Projects.

4. In case the Client wishes to move the start date of the Project, BPF will make its reasonable efforts to accommodate the Client with a new time slot at its convenience.

5. If agreed upon and subject to article 8 of these General Terms, BPF will store materials supplied by Client or materials resulting from the Services at BPF's premises in an appropriate environment, including specific technical conditions as agreed upon with the Client and in as far BPF is able to accommodate such request. BPF is authorized to charge a reasonable compensation to Client for any storage services and to limit these services in time.

7. Client can be present during the operation of its Project at reasonable frequency and intervals, provided that Client will follow any instructions provided by BPF and that the size of the group is limited to prevent impact on operations and the project execution.

8. Should Client request that during the execution of its Project, no other Client is present at the premises of BPF, then BPF may at its sole discretion make a specific arrangement with the Client presenting such request, for instance by offering Client the possibility to hire BPF's facility in its entirety for the duration of the Project.

9. Client can request to make use of separate workspace at the premises of BPF in due consultation with BPF's staff and additional conditions to those set out in the Quotation may apply.

10. If it is required that a certain permit is obtained for the execution of a Project, BPF will be responsible for obtaining such permit and the execution of the Project is conditional thereon.

11. If the Project consists of the supply of Products, these Products shall be delivered Ex Works (Incoterms 2010) BPF, suitably packed and marked for delivery to Client.

12. Title and risk of loss or damage with respect to the Products shall pass to Client when BPF hands over the Products at the premises of BPF to Client or the courier selected by Client.

13. Upon delivery, Client shall store the Products in accordance with the storage terms specified by BPF and/or those terms indicated on the packaging of the Product.

14. All terms and dates mentioned by BPF, including but not limited to delivery times, of Products and/or Services only serve as estimates and are therefore never fatal.

15. BPF retains title and/or ownership to the Products delivered to Client, until all outstanding payments have been received in full, including accrued interest and costs referred to in article 5 of these General Terms.

7 Complaints

1. Products are delivered as is or as specified in the Quotation. If Client is of the opinion that the Services performed by BPF do not meet the agreed upon Quotation, Client must inform BPF thereof as soon as possible during the Project, but ultimately within fourteen (14) days after delivery of the Final Report. If BPF does not receive any complaint regarding the Services within said term of fourteen days, the Services will be deemed accepted.

2. Immediately upon receipt of the Products, Client will verify all Products for any shortcomings, including incomplete or incorrect delivery. Any claims for incorrect deliveries of Products must be reported in writing to BPF within fourteen (14) days from the date of

receipt of the Products, as far as noticeable shortcomings are concerned, and ultimately within two (2) months after delivery of the Products, as far as hidden shortcomings are concerned. If BPF does not receive any complaint regarding the Products within the terms mentioned in this article 7.2, the Products will be deemed to have been received in good condition and accepted by Client.

3. Client will only return rejected Products to BPF after written approval of BPF, provided that that the Products are unused, they are in the Product's original containers and packing material and in a condition no worse than that delivered to Client.

4. BPF may refuse any Product not timely rejected in writing.

5. Any valid claim made by the Client regarding Services and/or Products, BPF and the Client will discuss in good faith. In such cases, the Client is at liberty to have an independent auditor check during regular office hours and at its own costs if all applicable procedures have been adequately applied by BPF.

6. All of Client's objections against any of BPF's invoices must be notified in writing to BPF within fourteen (14) days after the date of invoice, after which term the amount concerned is considered to be acknowledged.

8 BPF warranty and limitation of liability

1. BPF will perform the Services and supply the Products according to professional standards and to the best of its abilities. However, Client acknowledges that BPF cannot guarantee particular results for any Services or warrant the functionalities of any Products. BPF specifically disclaims all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.

2. Subject to article 8.1 of these General Terms, BPF warrants that the integrity and quality of its Products comply with the description agreed upon in the Quotation, on the understanding that the Products are transported, stored and used in accordance with the instructions for use provided by BPF.

3. The storage by BPF of any Product at the request of the Client, takes place at the expense and risk of the Client and BPF will not have any liability to that respect, save for wilful misconduct or gross negligence. Furthermore, BPF will not be liable for damages resulting from the release and/or further use and/or processing of any Product by the Client.

4. Neither party is obligated to fulfil any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices ("niet-toerekenbare tekortkoming"). The aforementioned circumstances include circumstances that are beyond BPF's power as well as business risks of BPF, these include but are not limited to failure to perform by a supplier of BPF, decision of a supplier of BPF to cease or limit products and/or services, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of products and/or services delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, pandemic, lack of staff, strike or other employment conflicts, accidents, actions and orders by governments, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.

5. The liability of BPF due to an attributable failure to perform under any agreement concluded between BPF and Client will be limited to compensation of the direct damages.

Direct damage is exclusively understood as:

- a) The reasonable costs made in determining the cause and extent of the damage;
- b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Client can demonstrate that these costs have led to the limitation of the damage
- c) The reasonable costs incurred to repair damage, insofar as the Client demonstrates that these costs have led to repair of damage and BPF cannot, after written request to do so, offer a timely solution to repair damage.

6. Any liability of BPF for special, punitive, consequential or indirect damage, including but not limited to loss of profits, loss of turnover, loss of prospective profits or anticipated sales, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Client to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Client, or damage to reputation or goodwill, is excluded.

7. In as far as BPF accepts storing of any materials at the request of the Client, as referred to in article 6.5 of these General Terms, BPF will administer these materials with due care in accordance with the conditions agreed upon with Client. BPF will not have any further liability to that respect, save for wilful misconduct or gross negligence.

8. In the situation that the materials delivered by the Client to BPF cause any damages, either during storage or during the rendering of Services, BPF shall not have any liability for the damages referred to in this article 8.7, save for wilful misconduct or gross negligence. Above all Client is liable for inflicted damages from materials delivered and/or provided.

9. The liability of BPF shall, save for wilful misconduct or gross negligence, shall be limited to direct damages and never exceed the sum stipulated for the Services and/or Products to which the failure pertains (or, in the event of an agreement over time ("duurovereenkomst"), twenty per cent (20%) of the total amount paid by Client to BPF in the twelve (12) months preceding the failure), and in any case to a maximum of € 150.000,- (one hundred and fifty thousand euros). For the purposes of this article 8.8, a sequence of events causing liability is regarded as one event.

10. BPF has insured itself against damage. BPF is in any case not liable for further damage and will not compensate for any further damage which Client may suffer, however caused, including possible claims of liability against Client by third parties, than is covered and actually compensated for by the insurance increased with BPF's deductible (own risk), except in case of malicious intent ("opzet") or reckless disregard ("bewuste roekeloosheid").

9 Obligations of the Client

1. Client will provide BPF in due time with complete information and/or materials required by BPF for the rendering of Services and/or the supply of Products and/or the application for the permit referred to in article 6.10 of these General Terms. Client commits to the best of its knowledge that (i) such information is correct and complete and (ii) such materials are fit for the purpose of the Project and free from agents presenting a risk for contamination of the premises and/or the equipment used by BPF. Furthermore, Client warrants that (iii) it is entitled to provide BPF with such information and/or materials and Client indemnifies BPF against all third parties' claims with respect to this warranty provided under (iv).

2. Client will either send any information and/or materials to BPF or have these handed over

to a BPF staff member at the following address: **BPF, Alexander Fleminglaan 1, 2613 AX Delft**. BPF cannot confirm safe receipt of any information/materials sent by registered mail, which should therefore be avoided.

3. During the execution of the Project, Client will only access the premises of BPF after explicit consent of BPF and it will follow the directions provided by BPF's staff.

4. Client shall give and make no other warranty or representation on behalf of BPF's Services and/or Products as to quality, reliability, fitness for purpose or any other feature of the Services and/or Products than those given by BPF.

5. Client indemnifies BPF for all claims and damages caused by the materials delivered by the Client to BPF.

10 Intellectual Property

1. All intellectual property rights of Client will remain with Client.

2. Client will provide BPF with a non-exclusive, royalty-free license, without the right to grant sub-licenses, with respect to one or more of Client's specific, existing rights of intellectual property, solely in as far as this is required, at the election of BPF, for the execution and for the duration of the Project.

3. Furthermore, Client will provide BPF, with a non-exclusive, royalty-free license, for an unlimited period of time and without the right to grant sub-licenses, with respect to the results of the Project, in as far as this is required, at the election of BPF, for the Safe Use of Client's hardware (equipment) installed at BPF.

4. Finally, Client will provide BPF, to the extent controlled by Client, with a non-exclusive, royalty-free license, for an unlimited period of time and without the right to grant sub-licenses, with respect to its existing know-how, in as far as this is required, at the election of BPF, for the Safe Use of Client's hardware (equipment) installed at BPF.

11 Confidentiality

1. Both BPF and Client undertake to observe strict confidentiality with regard to all confidential information they receive from each other, as further detailed in the applicable confidentiality disclosure agreement. They shall also impose the aforementioned obligation on their employees as well as to third parties who have been employed by them in connection with any agreement between BPF and Client.

2. Information will in any event be regarded as confidential if either BPF or Client indicates such information as confidential.

12 Term and termination

1. Either BPF or Client is entitled to terminate an agreement in place between them with immediate effect and without any judicial intervention being required if:

(a) its counterpart has not, not timely or not properly fulfilled its obligations hereunder and, such default can either not be cured or, if curable, has not been cured within a reasonable time granted in a written notice of default ("ingebrekestelling") from the other party; or

(b) its counterpart files for bankruptcy ("faillissement") or suspension of debts ("*surséance van betaling*"), a petition for bankruptcy has been filed against it, passes a resolution for its

liquidation, if a liquidator is appointed in respect of its assets or if the counterparty makes an assignment for the benefit of its creditors, or deceases.

2. The termination of an agreement between BPF and Client does not release Client from any payment obligation, including but not limited to any Project related costs, such as the cleaning of the hardware (equipment) used by BPF.

3. The provisions of these General Terms regarding limitation of liability (8), intellectual property (10), confidentiality (11) and applicable law and disputes (13) shall survive expiry or termination of any agreement between BPF and Client.

13 Disputes

All agreements between Parties, including these General Terms, are governed by the laws of the Netherlands. Any disputes following from or arising in connection with any agreement between BPF and Client shall be finally settled under the Arbitration Rules of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The rules of law, as referred to in article 21 of those Rules, shall be Dutch law. The language of arbitration shall be English and the place of arbitration shall be The Hague, the Netherlands. Alternatively, BPF may, on its sole and exclusive discretion, choose to place disputes before the court of The Hague, location the Hague.

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