



General Purchasing Conditions for Goods and Services

These General Purchasing Conditions are applicable to and form an integral part of every invitation to tender, to tender, order and Purchase Order. The applicability of other general terms and conditions or provisions of the Supplier is not accepted by the Purchaser and is hereby expressly rejected.

These General Purchasing Conditions are filed with the Chamber of Commerce in The Hague under number 54848040. Purchaser reserves the right to make alterations and/or additions to these General Purchasing Conditions. The modified General Purchasing Conditions will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

1. Definitions

In this document **Contract** means the binding contract as described in article 2; The **Purchaser (Bioprocess Pilot Facility B.V., hereinafter referred to as "BPF")** is the legal entity from whom the Purchase Order, order or invitation to tender originates; **Goods** are the items, products, materials, liquids, equipment, models, software, rented items, stored items and all associated documentation as specified in the Purchase Order. A **Purchase Order** is the order issued by the Purchaser, including all associated documentation; **Services** are the services to be provided, the results thereof and/or all associated materials as specified in the Purchase Order. **Supplier/** is the natural person or legal entity that enters into an agreement with the Purchaser and provides goods **and/or** services.

2. Acceptance

These General Purchasing Conditions form, together with the Purchase Order of the Purchaser, the conditions for the provision of Services and/or Goods by the Supplier to the Purchaser and are binding for the parties following acceptance by the Supplier (the Contract). Amendments by the Supplier are only binding if they are accepted by the Purchaser in writing. The implementation of a part of a Purchase Order by the Supplier applies as unconditional acceptance of the Purchase Order by the Supplier.

3. Commercial conditions

3.1 The Supplier will supply the Goods and/or provide the Services at the prices stated in the Contract. Unless expressly stated otherwise, the prices are (i) fixed, (ii) exclusive of VAT if applicable but (iii) inclusive of all other taxes, rights, levies, fees (including licence fees), amounts and inclusive of all costs.

3.2 Insofar as the Services are provided in return for a remuneration for hours worked and costs incurred the Supplier will maintain a record of all costs, expenditure and hours worked and allow the Purchaser to inspect this.

3.3 In the case of Services from independent contractors, a declaration of independent contractor status and a copy of a valid proof of identity will be provided.

3.4 The Supplier will invoice the amount, appropriately itemized, owed by Purchaser on a monthly basis to Purchaser and/or other term indicated in the agreement, within 30 days of

the provision of the Services and/or delivery of the Goods. This invoice needs to be in compliance with the legal requirements for issuing an invoice and has to be sent to the email address: invoices@bpf.eu.

3.5 If alterations lead to a change of the costs, an alteration of the purchase price arising from this must be agreed between the parties in writing. Supplier will inform Purchaser about these alterations in price.

3.6 The price will be stated in Euros unless stated otherwise in the Contract.

3.7 The standard payment period is 30 days after the end of the month.

3.8 Purchaser can postpone the (partial) payment of an invoice upon which no agreement exists between the parties during the period of the investigation for the verification of the costs in the event of reasonable doubt concerning the correctness of the invoice in question.

3.9 Exceedance of a payment period of an invoice by Purchaser by virtue of reasonable doubt does not give the Supplier any entitlement to postpone or terminate the work and/or the agreed deliveries, nor to raise the invoice with judicial or extrajudicial expenses.

4. Compliance

4.1 The Supplier guarantees to act with due consideration of all applicable national and international legislation and regulations, standards and norms, guidelines and codes in connection with the implementation of the Contract, including all applicable legislation and regulations with regard to international trade, such as embargos, import and export restrictions and sanction lists. Where deemed necessary by Purchaser, additional requirements can be put forward as part of the Contract.

4.2 The Supplier guarantees that he possesses all rights on the Goods, Services or parts thereof that are necessary for the implementation of the Contract. The Supplier is fully authorised to possess and dispose of the Goods, and is in possession of all licences, permits, declarations of end users and all other documents that are required in the countries of origin, of transit and of destination in order to fulfil his obligations, and will immediately inform the Purchaser of any legal restrictions.

4.3 The Contract between Purchaser and Supplier and the rights and obligations, which flow forth from this Contract, cannot be transferred to a third party by Supplier without the prior written consent from Purchaser.

5. Delivery period

The Supplier guarantees that he will supply the Goods and/or Services without delay or interruption. The Supplier must immediately inform the Purchaser of any expected delay and appropriate solution to deal with that delay.

6. Delivery, acceptance and guarantee of Goods

6.1 Unless expressly agreed otherwise, the Goods will be delivered to the location of the Purchaser in accordance with DDP Incoterms.

6.2 Delivery will be made in sound packaging. Valuable and reusable packaging will be repossessed by the Supplier. The Supplier will provide the Purchaser with (copies of) of all applicable licences, permits, documents, information, specifications and instructions that are necessary for the safe and correct transport, use, handling, processing and storage of the Goods, and with all usual certificates.

6.3 The Supplier guarantees that the Goods comply with the specifications and requirements of the Purchase Order, function correctly, are manufactured with good materials and good workmanship, are free of all defects, are not encumbered in any way and are free of liens and rights of retention, and are suitable for the intended use insofar as this can be known by the Purchaser. The guarantees in the Contract extend to the Purchaser and his purchasers.

Purchaser is granted the non-exclusive right to use the Goods (especially regarding software) and corresponding documentation.

6.4 The Supplier will immediately repair Goods or components thereof that do not function correctly or become defective within a period of 2 years after the date of acceptance unless explicitly agreed otherwise or, if this is later, the date of having been taken into use. Repaired or replaced Goods or components thereof will be guaranteed for a further period of two years after the date of the repair or replacement. As far as possible the Supplier will leave these Goods for the use of the Purchaser until the Purchaser has received replacement Goods. The guarantee period will be extended by the period(s) within which the Goods have been out of service. In the case of specific order agreements the guarantee period will be extended as stated in the order.

6.5 The Purchaser is entitled to refuse Goods that (i) are not delivered at the agreed time, (ii) are not delivered in the agreed volumes and/or quantities, (iii) are delivered in inadequate or damaged packaging or (iv) are delivered with one or more defects. Return of the Goods is at the Supplier's risk and expense, without prejudice to the Purchaser's right to compensation for the damage and costs suffered as a consequence of the noncompliance by the Supplier with his obligations.

6.6 Whether an inspection or test is or is not carried out does not discharge the Supplier from his obligations and guarantees.

7. Provision and acceptance of Services

7.1 The Supplier guarantees the quality and the results of the Services. The Supplier will perform the Services in accordance with the requirements and specifications of the Contract, adhering to such a degree of competence, care and workmanship as may be reasonably expected and making use of sound and well maintained materials and sufficiently qualified personnel.

7.2 The Supplier will inform the Purchaser adequately and in a timely manner of the manner in which the Purchaser must make use of the Services.

7.3 The Services will only be accepted by means of a written confirmation to that end from the Purchaser.

7.4 If the Purchaser requires the replacement of persons who are charged with the implementation of the Services because it is of the opinion that this is in the interest of the proper implementation of the Contract, the Supplier will comply with this. The fee that is charged for the persons to be replaced cannot be increased. In the event of replacement, the first 20 hours made by the replacing person will not be invoiced to Purchaser.

7.5 In the event of the replacement of persons charged with the implementation of the Contract, the Supplier will make replacement personnel available who are at least equivalent in terms of expertise, training and experience.

8. Maintenance

8.1. Supplier offers Purchaser, depending on the Supplier Goods and/or Services delivered the option of acquiring Maintenance.

8.2. Maintenance includes providing updates and documentation of the licensed Supplier goods and /or Services delivered to Purchaser, which either contain a qualitative (e.g. Error fix) or a functional improvement of the Supplier Goods and /or Services that has been made available. Supplier is obliged to actively keep Purchaser up to date concerning possible updates of the Supplier Goods and /or Services.

8.3. If Maintenance results in a functional improvement, Supplier will have no right to charge extra payment to compensate for this functional improvement.

8.4. Supplier is not authorized to refuse the provision of Maintenance if the Supplier Goods and/or Services provided by Supplier or the environment in which the Supplier Goods and/or

Services operate are altered by Purchaser in any way or form.

9. Support

9.1. Support consists of providing verbal (telephonic) and written (e-mail) advice concerning the use and operation of Supplier Goods and/or Services.

9.2. Supplier will provide Support on the most current updates of the Supplier Goods and/or Services, but is also obliged to provide Support on older versions, releases, etc. of the Supplier Goods and/or Services.

10. Transfer of ownership

10.1 The Purchaser becomes the owner of the Goods, results and materials that form a part of the Services upon their delivery at the location stated in the Contract. If the Contract stipulates payment in advance, ownership is transferred to the Purchaser following payment, and the Supplier will mark and identifiably store the raw materials, materials and semi-finished products intended for the production/manufacture of the Goods and the finished Goods. The risk of such Goods remains with the Supplier until the time of acceptance.

10.2 The ownership and risk of Goods that are supplied on the basis of a rental Contract remain with the Supplier.

10.3 The ownership of Goods that are stored on the basis of a storage Contract remains with the Purchaser. The risk of such Goods is transferred to the Supplier upon receipt of the Goods and ends after delivery of these Goods to the Purchaser.

11. Inspection

11.1 The Supplier will ensure that the Purchaser or his representative has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or a location where the Services or a part thereof will be performed.

11.2 The Supplier will carefully control and check the quality of the Goods and Services and the progress of the manufacturing and delivery.

11.3 Inspection and/or testing does not discharge the Supplier from any obligation or liability under the Contract.

12. Checked alterations

The prior written consent of the Purchaser is needed for making alterations to (parts of) the Goods and/or alterations in (the performance of) the Services, including (business) processes, (raw) materials and/or any other alterations that could be of influence on the specifications of the Goods and/or the Services. The Supplier will inform the Purchaser of such alterations well in advance, and will enable the Purchaser to check and test the Goods.

13. Chemical substances

The Supplier guarantees that he is fully familiar with Regulation (EC) no. 1907/2006 concerning the Registration, Evaluation and Authorisation of Chemicals ("REACH") that are imported, distributed or used in the European Union. The Supplier guarantees that, if and insofar as applicable, the Goods or substances within them fully comply with the requirements of REACH. The Supplier will forward the (pre-)registration number(s) to the Purchaser. Insofar as the Goods or substances within them fall under national or international regulations that restrict the use of chemical substances, the Supplier guarantees that the Goods or substances within them fully comply with these regulations.

14. Sustainability, safety, health and the environment (SHE), food safety and security

The Supplier will comply with and act in accordance with all applicable safety, health and environmental regulations. The Supplier will avoid contamination of soil and groundwater, limit odour and noise pollution at the location of the Purchaser and adhere to the (network) security regulations that are applicable at the location of the Purchaser. The Supplier must provide for good and safe transport, good and safe equipment (e.g. Dutch ARBO Law, CE Marking, Food Safety), trained and qualified personnel who speak Dutch and/or English and work in a safe, healthy and environmentally responsible manner. The Purchaser is entitled to audit Supplier and her Suppliers through Supplier to verify these aspects of the Contract. The Supplier will report every irregularity in connection with safety, health and the environment. In the event of an incident the Supplier, under the supervision of the Purchaser, will immediately take all measures to clean up or isolate the released substances or to prevent contamination as the result of such an incident.

15. Liability and compensation

15.1 The Supplier is liable towards the Purchaser, indemnifies him against and will compensate him for all damage, every loss or all (personal) injury (including death) that is suffered/sustained by the Purchaser in connection with the Contract and with the use of the Goods/Services by the Purchaser, insofar as the damage, loss or (personal) injury is not the consequence of wilful misconduct or gross negligence on the part of the Purchaser. In the case of the provision of Services – explicitly not including personal injury - the obligation to provide compensation stated in this article 15.1 is limited to 3 times the invoice value of the total Contract per year.

15.2 The Supplier is fully liable for the correct and timely payment of all taxes and levies that are payable in connection with the implementation of the Contract, and indemnifies the indemnified parties against all claims and compensations in connection with taxes, contributions and any claims of third parties, including the government.

15.3 The Purchaser will under no circumstances be liable for any direct or indirect damage on the basis of or arising from the Contract.

15.4 Neither of the parties will be liable towards the other party for default in the compliance with the Contract, if and insofar as the compliance with it is delayed, impeded or prevented by any cause outside of the sphere of influence of the party concerned and the cause is not or ought not to be at his risk, provided that this party is not already in default with regard to those obligations that are delayed, impeded or prevented. The mere fact of late delivery of materials or equipment to the Supplier or his suppliers or a lack of personnel will not be regarded as force majeure. If a situation of force majeure persists for longer than 30 days, the Purchaser is entitled to wholly or partly terminate the Contract.

16. Confidentiality

All information provided by or on behalf of the Purchaser, as well as information that is developed in the context of the Contract, must be treated as confidential and may only be used by the Supplier for the purposes of the Contract. The disclosure of information to employees of the Supplier and his suppliers is only permitted if and insofar as this is necessary for the implementation of the Contract. On request the Supplier will immediately return the information to the Purchaser, without retaining a copy. In the event that the Supplier is issued with a court order or is legally obliged to disclose the information, the Supplier will immediately inform the Purchaser of this. The Supplier will treat the existence of the Contract

as confidential. On request the Supplier or his employees will sign a separate non-disclosure agreement.

17. Ownership and intellectual property rights

17.1 All information provided to the Supplier, including specifications and materials, remains the property of the Purchaser. The Supplier is not entitled to make use of or refer to any intellectual property right of the Purchaser or of a company affiliated with the Purchaser without the Purchaser's prior written consent. Authorised use must be strictly in accordance with the instructions and for the specified purposes.

17.2 The Supplier guarantees that the supply of the Goods and/or the use of the Services, the sale or the application thereof by the Purchaser does not give rise to any infringement or unlawful use of any intellectual property right of a third party.

17.3 Purchaser has the exclusive right to further develop the Goods and/or Services and place them at the disposal of third parties by means of licenses. Except where third party products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Purchaser, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Good or Service to be developed in the future, reside with Purchaser.

Supplier acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to Purchaser, unless explicitly agreed upon differently in writing.

17.4 The information, specifications and materials provided will be kept in good condition and insured, and kept insured, against fire and theft, if and insofar as they fall under the supervision of the Supplier.

17.5 If the Supplier does not return these resources to Purchaser at the agreed time, does not return them in full or returns them in a damaged condition, then they are liable to pay compensation to the Purchaser. The Purchaser may offset this compensation against the payment to be paid by him by virtue of the Contract.

17.6 All intellectual property rights that arise as a consequence of the implementation of the Contract accrue to the Purchaser and will be transferred to the Purchaser by the Supplier.

17.7 All intellectual property rights on software developed for or on the instructions of the Purchaser, including source code and documentation, are held by or will be transferred to the Purchaser. Intellectual property rights on other software continue to be held by the Supplier, and the Supplier will grant the Purchaser a non-exclusive, non-transferable, irrevocable, perpetual and cost-free licence that is not restricted to specific equipment or locations.

18. Insurance

The Supplier will take out and maintain insurance that is sufficient to cover the risks of the Contract and its implementation. On the Purchaser's request the Supplier will provide him with the insurance certificates and inform him of any alterations.

19. Termination and suspension

Purchaser has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Supplier submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Supplier, if Supplier is in a state of bankruptcy or suspension of payment has been granted or if Supplier's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by Purchaser will be immediately due. The Purchaser is entitled to wholly or partly suspend the compliance with his obligations or terminate the Contract with immediate effect, without

prejudice to his right to compensation and without any obligation to indemnification of the Supplier in the event of noncompliance with directives in respect of import, export or restriction of the use of chemical substances or the regulations in respect of safety, health, the environment and security and in the event of unauthorised alterations in accordance with article 12. Following such a termination the Purchaser may wholly or partly return Goods and/or Services with repayment and transfer of ownership to the Supplier.

20. General

20.1 If a provision of these General Purchasing Conditions or the Contract should be or becomes invalid, then the other provisions will remain in full force. The parties will replace the invalid provision(s) with a provision with an equivalent meaning that approaches the intention of the original provision as closely as possible.

20.2 The fact that a party does not demand strict compliance with an obligation by virtue of these General Purchasing Conditions or the Contract will be of no influence whatsoever on his right to nevertheless demand compliance with any obligation at any time. If a party waives his right to compliance, then this will not also be considered to apply to earlier or later failures of the other party. The waiving of compliance can only be carried out in writing, unconditionally and with a statement of the specific right that is waived.

20.3 The Supplier is not entitled to transfer the Contract, wholly or in part, without the written consent of the Purchaser. Such consent does not discharge the Supplier from, and is granted under condition of compliance with, all obligations under the Contract.

20.4 Nothing in the Contract will be considered to create an agency, partnership, joint venture or employment relationship between the parties.

20.5 This Contract is exclusively governed by the laws of the Netherlands, with the exception of the regulations of international private law that would lead to the application of the laws of the other country. The Convention on Contracts for the International Sale of Goods concluded by the United Nations in Vienna on 11 April 1980 (the Vienna Sales Convention) is not applicable. Every transport of Goods to or from a storage location that can form a part of the Services must comply with the provisions of the convention in connection with the manner of transport.

20.6 Every dispute will in the first instance be subject to the ruling of the court of competent jurisdiction in The Hague. If a dispute is pending neither of the parties is discharged from his obligations under the Contract, with the exception of those obligations that are directly connected with the dispute.

20.7 Termination of the Contract, on whatever grounds, does not affect the rights and obligations that, explicitly or due to their nature or content, create continual obligations, such as declarations, guarantees, obligations in respect of confidentiality, intellectual property rights and rights and obligations that have arisen during the term of the Contract.