

Article 1 – Definitions

For the purpose of these General Purchase Terms and Conditions the following is understood as:

- 1.1. INTERFLON BV: INTERFLON BV in Roosendaal, including, as the occasion arises, companies affiliated with INTERFLON BV;
- 1.2. The Supplier: the person who concludes an agreement and/or an Order with INTERFLON BV for the delivery, to INTERFLON BV, of Goods and/or Services;
- 1.3. Goods: any and all movable or immovable goods to be delivered for the implementation of an Agreement and/or an Order;
- 1.4. Services: any and all services to be supplied for the implementation of an Agreement and/or the performance of an Order;
- 1.5. Order: a contract for the delivery of Goods and/or the supply of Services, including order confirmations, awarded to the Supplier in writing by or on behalf of INTERFLON BV;
- 1.6. Agreement: each and every agreement established in writing in pursuance of which the Supplier commits to deliver Goods and/or to supply Services to INTERFLON BV;

Article 2 – General

- 2.1. The General Purchase Terms and Conditions are, unless expressly stipulated otherwise in writing, applicable to each and every Agreement concluded by INTERFLON BV, to each and every request for an offer issued by INTERFLON BV and to each and every Order placed by INTERFLON BV for the manufacture and/or delivery of Goods and/or Services and any and all potential additional and subsequent orders. The applicability of general terms and conditions, by any name whatsoever, of the Supplier is expressly excluded. Through the mere signature of an Agreement or the mere acceptance of an Order the Supplier accepts the said waiver. In case of a discrepancy between the General Purchase Terms and Conditions and the general terms and conditions of the Supplier, the General Purchase Terms and Conditions of INTERFLON BV shall prevail.
- 2.2. INTERFLON BV is entitled to change the General Purchase Terms and Conditions unilaterally. This kind of change shall take legal effect between INTERFLON BV and the Supplier, also with regard to each and every already existing Agreement and/or Order, and takes effect 30 (thirty) days after announcement of the same through notification to the Supplier, unless the Supplier communicates within 14 (fourteen) days after the said notification not to agree with the same, in which instance the previous version of the General Purchase Terms and

Conditions shall remain in full force and effect to each and every already existing Agreement and/or Order.

Article 3 – Conclusion of agreement

- 3.1. A proposal of the Supplier to INTERFLON BV is irrevocable, unless indicated otherwise in writing by the Supplier. The Supplier shall be bound by a proposal to INTERFLON BV for at least a period of 6 weeks.
- 3.2. INTERFLON BV is only bound by a request, an Order or an Agreement after it has awarded a written contract by means of a Purchase Order (PO). The absence of a reaction to the said PO is qualified as acceptance of the PO upon applicability of the General Purchase Terms and Conditions. If the Supplier delivered a performance or makes relevant preparations before the Supplier has received a written PO from INTERFLON BV then the Supplier does so at its own risk and expense.

Article 4 – Prices and payment terms

- 4.1. The prices that are mentioned in an Agreement and/or Order are, unless stipulated otherwise in writing, in euros excluding VAT, including any and all costs (e.g. for packaging, transport, import and export duties, insurance, etc.), and do not qualify for revision. At the moment that the Supplier knows, at least should reasonably understand, that the prices specified in the Agreement and/or Order shall be exceeded, the Supplier is held to forthwith report the said (potential) overstepping to INTERFLON BV in writing, with reference to the level and properly substantiated reason(s) for the overstepping. INTERFLON BV is only held to pay the overstepping compared to the Agreement and/or Order, if it has expressly acknowledged the relevant indebtedness in writing.
- 4.2. The Supplier shall not increase the stipulated prices during the term of the Agreement and/or Order. If the Supplier is held to increase the prices on the basis of mandatory statutory provisions then INTERFLON BV is entitled to terminate the Agreement and/or Order with immediate effect.
- 4.3. Unless stipulated otherwise in writing, payment by INTERFLON BV must take place 30 days after receipt of an invoice from the Supplier in the course of which the Supplier can only send its invoice after receipt and provisional acceptance of the Goods and/or Services by INTERFLON BV.
- 4.4. Invoices of the Supplier are exclusively accepted and paid by INTERFLON BV if they were itemised correctly and are in accordance with the relevant provisions set forth in the Agreement and/or Order, if they contain the correct reference or order numbers as well as the order date of INTERFLON BV. Incorrectly itemised invoices are returned to the Supplier and may result in delayed payment. If invoices require correction

then the payment term starts from the date of receipt of the correct invoice by INTERFLON BV.

- 4.5. Payment of an invoice by INTERFLON BV does by no means imply a waiver of any right pursuant to the Agreement and/or Order, these General Purchase Terms and Conditions or the law. Payment of an invoice cannot be interpreted as any acknowledgement or definitive acceptance by INTERFLON BV of the soundness of the delivered Goods and/or the supplied Services and shall not release the Supplier from any relevant liability.
- 4.6. If the Supplier does not comply with obligations on account of the Agreement and/or Order, including the General Purchase Terms and Conditions, (or not completely) then INTERFLON BV shall be entitled to suspend the payment to the Supplier.
- 4.7. INTERFLON BV is entitled to settle everything that it is liable to pay to the Supplier with everything that the Supplier is liable to pay to the same, on any account whatsoever.

Article 5 – Delivery conditions

- 5.1. Unless stipulated otherwise in writing, delivery by the Supplier to INTERFLON BV takes place DDP (Delivery Duty Paid), in accordance with the Incoterms as applicable at the moment that the Agreement and/or Order is concluded, and delivery must take place at the address specified in the Agreement and/or Order and at the stipulated time respectively within the stipulated period of time. Breakage and/or damages to Goods that occur during the loading, transport and/or unloading are at the expense of the Supplier, also if the breakage and/or damage(s) are observed later by INTERFLON BV.
- 5.2. Stipulated delivery periods are fatal deadlines in order that following the mere overstepping of the said period the Supplier shall be in default without a notice of default being required and as a result of which INTERFLON BV is entitled to rescind the Agreement and/or Order and/or to claim compensation.
- 5.3. The Supplier must forthwith inform INTERFLON BV in writing of a (imminent) delay in the production and/or delivery of ordered Goods and/or Services.
- 5.4. The delivery takes place without further costs for INTERFLON BV at the location indicated by INTERFLON BV, in proper packaging and accompanied by any and all required documents, unless stipulated otherwise in writing for the relevant Goods and/or Services. Moreover, each and every shipment by the Supplier to INTERFLON BV must be accompanied by a packing list on which the order number of INTERFLON BV is mentioned, as well as quantities and descriptions of delivered Goods and/or supplied Services. In respect of the above the Incoterms, as applicable at the moment that the Agreement and/or Order was concluded, are observed.
- 5.5. The delivery period is exclusively deemed to have been complied with if in pursuance of the Agreement and/or Order deliveries took place in a timely and complete fashion, including delivery of potentially related resources, including but not limited to documentation, quality and warranty certificates.
- 5.6. The title and the risk of loss of and/or damage to the Goods to be delivered transfers, unless stipulated otherwise, at the moment of delivery, unless the Goods are yet rejected by INTERFLON BV during the delivery or later, in which instance the title of the Goods does not transfer or did not transfer to INTERFLON BV. The Supplier guarantees that the full and unencumbered title of the Goods is obtained.
- 5.7. The Supplier is not entitled to make partial deliveries, unless stipulated otherwise in writing or if this was approved by INTERFLON BV in writing. If the performance of partial deliveries was stipulated or approved then for the purpose of the General Purchase Terms and Conditions delivery is also understood as a partial delivery.
- 5.8. The Supplier shall take out sufficient insurance against risks (reasonably deemed to be present) during the transport of Goods.
- 5.9. If the Supplier exceeds a stipulated delivery period then the Supplier forfeits, without prejudice to any and all other rights of INTERFLON BV on account of the default of the Supplier, an immediately claimable penalty of 1% of the total price that is associated with the joint deliveries pursuant to the Agreement and/or Order for each and every day or part of a day that the Supplier exceeds the said delivery period, which penalty is maximised at 50% of the aforementioned total price. INTERFLON BV is entitled to settle the said penalty in accordance with article 4.7 of the General Purchase Terms and Conditions.
- 5.10. The indebtedness of the penalty as intended in the previous paragraph shall not release the Supplier from its contractual obligations vis-à-vis INTERFLON BV and the penalty does not (also) qualify as indemnification for (total) damages potentially incurred by INTERFLON BV.
- 5.11. If INTERFLON BV requests the Supplier to postpone a delivery then the Supplier is held to store the Goods to be delivered by the Supplier in a properly packaged manner and recognisable as designated for INTERFLON BV and to secure and insure the same.
- 5.12. The Supplier is not authorised to suspend its delivery obligations if INTERFLON BV fails to comply with one or more of its obligations.

Article 6 – Guarantees, quality and (interim) inspections

- 6.1. The Supplier guarantees that the delivered Goods and/or the supplied Services shall be entirely in accordance with the provisions set forth in the Agreement and/or Order (in particular the quantity, quality and external appearance), shall comply with the (technical) specifications previously indicated by INTERFLON BV and shall be suitable for the purpose for which the Goods and/or the Services are meant, based on their nature or according to the Agreement and/or Order. The Supplier guarantees that also at the moment of their delivery Goods and/or Services shall comply with the then applicable statutory requirements and other official rules regarding quality (in particular also the CE inspection marks), the environment, health and safety as also with the quality and safety standards then applied within the industry, and that the Goods and/or Services do not infringe rights of third parties, including copyrights, patent rights, trademark rights and the right to trade names and/or domain names and, in case of the supply of Services, that they are performed by professional staff, that staff are informed of the safety rules and specific rules applicable at INTERFLON BV, including, in particular, but not limited to rules with regard to the wearing of special gear and protective equipment, and that the staff comply with the said rules.
- 6.2. If an Agreement and/or Order refers to technical, safety, environmental or other rules that are not attached to the Agreement and/or Order then the Supplier is deemed to be familiar with the content of the relevant rules, unless the Supplier forthwith informs INTERFLON BV of the contrary in writing.
- 6.3. INTERFLON BV is entitled to before, at or within a reasonable period after the moment of delivery have the Goods and/or Services inspected or audited by officers designated by the same for the said purpose. The Supplier must lend any and all reasonably required cooperation in this. If the Goods and/or Services are, for any reason whatsoever, rejected then INTERFLON BV shall inform the Supplier within a reasonable period of time and INTERFLON BV can, at its discretion, require replacement or repair and the Supplier is held to comply with the same. The Goods and/or Services are again subjected to an inspection after repair and/or replacement as intended above. Any and all costs associated with the new inspection are at the expense of the Supplier. If an inspection was not completed successfully twice then INTERFLON BV shall be entitled to rescind the Agreement and/or Order immediately and/or to claim compensation, without in this respect being liable to pay compensation for any costs and/or damages on the part of the Supplier.

- 6.4. INTERFLON BV shall never be bound by a period imposed by the Supplier within which INTERFLON BV must communicate that the delivered Goods and/or the supplied Services are rejected, at least within which INTERFLON BV must file a complaint.
- 6.5. If the Supplier does not pick up the rejected Goods, as required by INTERFLON BV, within 10 (ten) working days after receipt from INTERFLON BV then INTERFLON BV shall be entitled to return the said Goods without consent of the Supplier at the risk and expense of the Supplier.
- 6.6. The Supplier always remains responsible for the conformity of the Goods delivered and/or the Services supplied by the same, regardless of the results of a potential (interim) inspection and/or acceptance of the delivered Goods and/or the supplied Services.
- 6.7. During a period of 1 (one) year, unless a longer period normally applies, which shall then also apply, the Supplier warrants that effective from the date of delivery of the Goods and/or Services any and all defects or shortcomings that occur during the said period, with the exception of those that are the result of normal wear and tear or abnormal use, are forthwith repaired in full free of charge and after first notification by INTERFLON BV. After repair a new warranty period of 1 (one) year takes effect.

Article 7 – Shortcoming, liability and insurance

- 7.1. As soon as the Supplier knows or should reasonably assume that it shall not be able to comply or not in a timely fashion or not properly, the Supplier shall forthwith inform INTERFLON BV in writing, with reference to the relevant circumstances, the measures taken or to be taken by the same and the suspected duration of the delay. Failing this kind of notification the Supplier cannot rely on these circumstances when assessing whether there is question of a non-imputable shortcoming.
- 7.2. If INTERFLON BV requires compliance with the Agreement and/or Order then the Supplier is held to comply with this promptly and to replace potentially rejected Goods and/or Services at its own risk and expense. Failing (proper) compliance respectively replacement within the reasonable time limit to be imposed by INTERFLON BV, as also in urgent instances, INTERFLON BV shall be entitled to otherwise provide for compliance with the contract respectively replacement of the rejected Goods and/or Services at the risk and expense of the Supplier.
- 7.3. The Supplier shall be liable for, and shall indemnify INTERFLON BV against, each and every claim regarding damages that are directly or indirectly the result of failing, late or improper compliance by the Supplier with the Agreement and/or Order or of the

violation by the Supplier of any contractual or non-contractual obligation vis-à-vis INTERFLON BV or third parties.

- 7.4. The Supplier shall be liable for any and all direct and indirect damages that are incurred by INTERFLON BV or by third parties as a result of a defect of the delivered Goods and/or the supplied Services, including but not limited to trading losses, consequential damages and losses due to business interruptions, lost income and profit, loss of customers and reputational damage, a failure to comply with the Agreement and/or Order or otherwise related to the implementation of the Agreement and/or Order, regardless of the fact if the said shortcoming is allocated to the Supplier or to representatives, staff, contractors or suppliers of the Supplier or other parties hired by the Supplier.
- 7.5. The Supplier shall indemnify INTERFLON BV in full against claims of third parties on account of damages as a result of the circumstances as intended in the previous paragraph of this article, barring to the extent that they are caused by culpability or gross negligence of INTERFLON BV or its employees.
- 7.6. Each and every liability of INTERFLON BV vis-à-vis the Supplier is expressly excluded, barring in case of intent or intentional recklessness of managers of INTERFLON BV.
- 7.7. The Supplier maintains adequate insurance at its own expense against the said liability and provides INTERFLON BV, if so required, insight into the policy (policies). INTERFLON BV shall, if so required by INTERFLON BV, be recorded on the policy as a co-beneficiary. This insurance obligation also extends to resources or auxiliary persons that are in any way whatsoever involved in the implementation of the Agreement and/or Order.
- 7.8. The Supplier shall have it recorded on its insurance policies that potential payments by the insurance company shall be made directly to those who actually incurred the damages.
- 7.9. The risk for statutory liability and product liability of the Supplier must be covered up to at least an amount of EUR 2.500.000. If the Supplier does not comply (completely) with this obligation then INTERFLON BV shall be entitled to take out the said insurance with an insurance company of its choice at the expense of the Supplier.

Article 8 – Confidentiality and intellectual property

- 8.1. Plans, drawings, schedules, recipes, (product) specifications and the like as well as in general any and all documents, written and oral information that

were made available to the Supplier by or by means of INTERFLON BV or that were purchased or manufactured by the Supplier in connection with the implementation of an Agreement and/or Order are strictly confidential and remain the exclusive property of INTERFLON BV, at least are simultaneously transferred as its exclusive property with the transfer of the Goods and/or Services of the Supplier to INTERFLON BV.

- 8.2. The Supplier is, barring prior written consent of INTERFLON BV, held to observe confidentiality with regard to any and all information and data of INTERFLON BV that the Supplier takes note of or receives in connection with an Agreement and/or Order and can, barring prior written consent of INTERFLON BV, not make this available to third parties.
- 8.3. The obligations vested in the Supplier pursuant to paragraphs 1 and 2 of this article shall also be imposed by the Supplier on its potential suppliers and contractors.
- 8.4. If the Supplier acts in violation of the provisions set forth in the previous paragraphs of this article then the Supplier forfeits a penalty of EUR 50,000 per violation and of EUR 5,000 for each and every day or part of a day that the said violation continues. These penalties do not qualify as compensation for damages potentially incurred by INTERFLON BV and are of a strictly punitive nature. This provision remains in full force and effect up to 5 (five) years after the completion and/or termination of the Agreement and/or Order.
- 8.5. If INTERFLON BV and/or the Supplier exchange data of people with any agreement then they shall observe the relevantly applicable regulations regarding privacy and data protection.

Article 9 – Default and termination

- 9.1. INTERFLON BV is entitled to rescind an Agreement and/or Order, either in full or in part, without prior notice of default and without judicial intervention, by means of a written notice, without being liable to pay compensation to the Supplier, if:
 - the Supplier does not comply or late or improperly with one or more of its obligations vis-à-vis INTERFLON BV;
 - the Supplier is declared bankrupt, was granted suspension of payment, discontinued or liquidates its business, the ownership or control over the Supplier or a substantial part of its assets transfers, in any way whatsoever, to a third party or an attachment is imposed on a considerable part of its assets or if a prejudgement attachment on a considerable part of its assets is converted into an executory attachment;
 - one or more permits of the Supplier that are required for the implementation of the Agreement and/or Order are revoked.

- 9.2. Any and all claims that INTERFLON BV may acquire vis-à-vis the Supplier in case of rescission or early termination shall immediately fall due in full at the said moment.
- 9.3. If the production of INTERFLON BV is, for any reason whatsoever at or after the moment that the Agreement and/or Order was concluded, reduced or discontinued then INTERFLON BV is entitled to terminate the Agreement and/or Order, either in whole or in part, without judicial intervention and without being held to pay any compensation.

Article 10 – Liability for subcontractors

- 10.1. This article is applicable if the Supplier acts as the subcontractor of INTERFLON BV, at least INTERFLON BV purchases Services regarding the hiring of people from the Supplier.
- 10.2. The Supplier is held to on demand present the following documents to INTERFLON BV:
 - a) the latest registration in the Trade Register of the Chamber of Commerce;
 - b) the latest registration with an industrial insurance board;
 - c) the establishment permit or exemption, if prescribed for the relevant industry;
 - d) the turnover and payroll tax number;
 - e) a statement compiled and signed by a registered accountant from which it becomes apparent that the Supplier contributed the payroll tax, national insurance contributions and VAT payable with regard to the employees hired within the framework of the implementation of the Agreement and/or Order with INTERFLON BV during the course of the Agreement and/or Order;
 - f) a copy of the G account agreement.
- 10.3. The Supplier must comply strictly with its obligations regarding the contribution of turnover and payroll tax and national insurance contributions and is liable for any and all damages that INTERFLON BV incurs and would incur if it would be held (jointly and severally) liable on account of late payment by the Supplier.
- 10.4. If and as long as the Supplier does not submit the statement as intended in article 10.2 under e, INTERFLON BV shall be authorised to suspend payment up to the amount for which INTERFLON BV incurs the risk of liability. INTERFLON BV is always entitled to contribute the payable national insurance contributions, payroll tax and/or VAT to the thereto-designated blocked G account or to pay the relevant amounts directly to the tax administration or the industrial insurance board. Through the said acts INTERFLON BV shall to that degree also be released from any obligation vis-à-vis the Supplier.

Article 11 – Subcontracting and contract takeover

- 11.1. Without the express and written consent of INTERFLON BV the Supplier is not allowed to fully or partly (also) have an Agreement and/or Order with INTERFLON BV implemented by a third party. INTERFLON BV may impose conditions on this kind of consent.
- 11.2. The Supplier vouches for third parties hired by the Supplier in the same manner as it warrants its own obligations, (e.g. staff of the Supplier or third parties hired directly or indirectly by the Supplier).

Article 12 – REACH

The Supplier expressly warrants compliance with Regulation 1907/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). The Supplier particularly ensures that the substances, polymers that are used in preparations or products were registered with the European Chemicals Agency in Helsinki as established in the aforementioned Regulation. If the Supplier does not comply with its obligations pursuant to the Regulation then it indemnifies and compensates INTERFLON BV against and for any and all damages, costs, expenses or liability resulting from the said default.

Article 13 – Applicable law and choice of forum

- If one or more provisions of the General Purchase Terms and Conditions appear to be invalid or are declared inapplicable by a court then the other provisions shall remain in full force and effect.
- 13.2. The legal relationship between INTERFLON BV and the Supplier is governed by Dutch law.
 - 13.3. Any and all disputes are exclusively settled by the relevantly competent court of the district court Zeeland-West-Brabant.
 - 13.4. The Dutch language version of the General Purchase Terms and Conditions or of the Agreement(s) and/or Order(s) between the parties shall always prevail over a different language version.