

MINAFIN GROUP GENERAL PURCHASING CONDITIONS – JANUARY 2020

1. PURPOSE

The purpose of the present general purchasing conditions (hereinafter referred to as "**GPC**") is to define the terms and conditions whereby any company of the Minafin Group (hereinafter referred to as "**Buyer**") entrusts a seller (hereinafter referred to as "**Seller**"), which accepts it, to supply any materials, equipment, spare parts, products, chemicals, substances, raw materials, components, software (hereinafter referred to as "**Goods**") and/or to perform any services (hereinafter referred to as "**Services**"). For the purpose of the GPC, the "Minafin Group" means Minafin SRL, a company registered at the Brabant Wallon RPM under the number 0660622953 and/or any company directly or indirectly controlled by Minafin SRL, or under the same control, where "control" means the power, direct or indirect, to direct or cause the direction of the management and policies of such company, whether by contract, through the ownership of a significant percentage of the shares of the entity or through the by-laws or otherwise. These GPC apply to the relationship between the Buyer and the Seller, notwithstanding any contrary clause of the Seller's general conditions of sale and unless a general business agreement is entered into between the Seller and the Buyer, in which case the terms and conditions of such general business agreement take precedence over any similar or comparable terms and conditions provided in the GPC. Special conditions of an Order and/or, specific terms specifically agreed in writing by the Buyer and the Seller as defined below, which may be in contradiction with the GPC, shall prevail over the corresponding GPC provisions.

2. FORM AND CONTENT OF THE CONTRACT

2.1. Unless a general business agreement is entered into between the Seller and the Buyer, the contract (hereinafter referred to as "**Contract**") governing the supply of Goods or the performance of Services by Seller is composed of the following documents:

- purchase order (hereinafter referred to as "**Order**");
- special conditions, supplementing and/or amending the GPC, specified in the Order (hereinafter referred to as "**Special Conditions**");
- the present GPC;
- quality requirements including (i) specifications, (ii) the quality agreement if any, (iii) applicable manufacturing authorisations and licences, taking Buyer's requirements into account, (iv) the relevant quality standards Buyer has implemented for Goods or Services of a similar nature, (v) all applicable laws and regulations such as but not limited to cGMP requirements when applicable, attached to or specified in the Order (hereinafter referred to as "**Quality Requirements**");
- the Seller's offer when expressly stated in the Order at the exception of any legal conditions (hereinafter referred to as "**Offer**").

2.2. All documents other than those abovementioned shall not be applicable between the Parties. No terms and conditions contained in order confirmations, offers or any other document issued by the Seller shall be binding on the Buyer, even if they have not been expressly rejected by it.

2.3. The Order may be revoked at any time prior to the receipt by the Buyer of the written acceptance of the Seller. The Buyer may, by purchase order amendment issued to Seller, change (a) the method of shipment or packing, (b) the specifications, (c) the place of Delivery/performance, or (d) the shipment date. The Seller shall promptly inform the Buyer of any modifications to the Delivery schedule necessitated by the changes. If any Goods or Services are designated non-cancelable/non-returnable ("**NCNR**"), the Buyer may reschedule the Delivery of any NCNR Goods or the performance of NCNR Services at any time, up to the time of shipment if any, for a period of up to ninety (90) days beyond the Delivery/performance date, and the Buyer shall not have any liability for any costs associated with such rescheduling. Within three (3) days from receipt of a purchase order amendment, the Seller shall notify the Buyer in writing of any increase or decrease in the cost of performance caused by a purchase order amendment and provide supporting documentation. The Buyer shall make an equitable adjustment in the Order to reflect valid cost variances due to the changes requested by the Buyer. The Seller shall advise the Buyer in writing of any foreseeable shortages.

3. PRICES-QUOTATION-INVOCING-TERM OF PAYMENT

3.1. Unless otherwise agreed by the Buyer, Seller's offer and price quotations shall be binding for at least 180 days following their receipt by the Buyer.

3.2. Unless expressly stated to the contrary in the Contract, prices are (i) fixed and firm, (ii) exclusive of any Value added Tax, (iii) inclusive of all other taxes, duties, levies, fees, charges.

Furthermore, Seller is aware that the Goods and the Services are subject to laws and regulations which may change. Such changes do not entitle Seller to any revision of the price.

3.3. Unless otherwise agreed in the Contract, invoice shall be issued by the Seller on the date of the Delivery.

Seller shall send duplicate invoices to the attention of the company which has issued the Order. They will be established in accordance with all legal requirements (and the Buyer's requirements if any) and shall mention the reference number of the Order.

Buyer shall be entitled to reject any invoice which does not comply with the abovementioned provisions.

3.4. Unless otherwise agreed in the Contract, duly issued invoices shall be paid within 60 days from the date of their issue by the Buyer.

3.5. The absence of an express rejection of an invoice shall not constitute acceptance thereof. Payment of an invoice by the Buyer shall not be construed as acceptance of the Goods and/or the Services.

3.6. Buyer is entitled to deduct, set-off or withhold payment of any sum due to Seller on account of any amount that Seller is accountable for under the Contract (including without limitation penalties for delay).

3.7. In the event that the Buyer breaches its obligations under the Order, the Seller shall have first to require the Buyer to cure the breach within a commercially reasonable time.

4. TRANSFER OF TITLE-TRANSFER OF RISKS

4.1. The ownership of the Goods shall be transferred to the Buyer as soon as they have been individualized (when applicable) and at the latest upon their actual Delivery to the Buyer.

4.2. The transfer of risks shall be operated upon Delivery.

4.3. If the ordered Goods are destroyed or damaged prior to the time of Delivery, the Buyer may cancel the relevant Order as to the destroyed and/or damaged Goods or require the prompt Delivery of substitute Goods of equal quantity and quality.

5. QUALITY-SAFETY-ENVIRONMENT

5.1. Seller will (i) provide Buyer with all necessary advice and information relating to the proposed Goods and/or Services, (ii) inform the Buyer on standards customs, hazardous risks and any necessary information in the areas of security, safety or the environment related and/or their processing, handling or use even if it becomes aware after Delivery of the Goods and/or performance of the Services.

5.2. All requirements mentioned in the Buyer's quality systems are to be considered as provisions of the Contract. For the proper performance of the Contract, Seller shall (i) define and apply quality assurance programs and (ii) conduct all necessary quality investigations and tests. Seller shall keep Buyer fully informed of the results of such investigations and tests.

5.3. If applicable, Seller warrants that it has registered the chemical substances as required by the REACH regulation (Regulation No. 1907/2006 of 18th December 2006). Seller shall submit to the Buyer proof of such registrations and set of the applicable REACH documentation.

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6. INSPECTION- DELIVERY-TECHNICAL DOCUMENTATION-TRANSPORTATION-PACKAGING

6.1. Buyer may at any time make any controlling visit it considers necessary to the premises on which the Goods and/or the Services are to be performed, during normal working hours, in order to ensure the correct performance by the Seller of its contractual obligations.

6.2. Unless otherwise agreed, the Goods shall be delivered pursuant to the DDP Incoterm (ICC 2010 version) at the place provided for in the Order (the "Delivery").

Should there be no special stipulation relating thereto in the Order, the Seller shall, in all circumstances, use appropriate packaging according to the nature of the Goods and applicable law guarantying the integrity, the safe transportation and handling thereof until they are delivered.

6.3. Each item shall be properly marked and identified according to (i) applicable rules, especially in the case of dangerous goods, (ii) Buyer's instructions, and shall set out Buyer's Order number, the Sellers' identification, item number, place of Delivery, item description, weight and quantity, all markings required for proper assembly, global harmonized system labelling.

6.4. Seller shall deliver to the Buyer, no later than on Delivery, all technical documentation relating to the Goods, such as operating maintenance and training manuals, drawings, plans, technical data sheets, safety sheets, inspection and quality certificates, certificates of analysis, certificates of conformity, origin certificate, and any other supporting documentation.

Such technical documentation or any special tools in relation to Orders remain the property of the Buyer and shall be considered as integral part the Goods in the meaning of these GPC.

Delivery shall not be deemed achieved in the absence of the total documentation requested.

7. DELIVERY TIMES

7.1. Delivery times set out in the Order shall be considered as of the essence of the Contract.

7.2. Unless expressly authorized by the Buyer, early Delivery (prior to the contractual Delivery dates) is not allowed.

7.3. Seller shall immediately notify the Buyer in writing of any delay and provide all information concerning the reason and/or extent of the delay, as well as details relating to the efforts the Seller intends to make in order to mitigate or avoid Delivery delay.

7.4. If the Seller fails to comply with the Delivery times, Buyer is entitled to apply penalties, without any prior official notification and without prejudice to any other remedies, from the moment any deadline has been reached.

Unless stipulated otherwise in the Order, the penalties mentioned here above shall be calculated at a rate of 3% of the total price of the Contract by week. Each week started gives rise to the application of penalties for the said week.

8. WARRANTY-INDEMNIFICATION-LIABILITY

8.1. Seller warrants that the Goods and the Services are in conformity with all agreed Quality Requirements and requirements of the Contract (including performance requirements) and fit for the purposes intended by the Buyer. Seller warrants that the Goods are free from defects in design, materials and workmanship, and that they meet all applicable statutory requirements and standards, especially those relating to the environment, safety and employment laws and regulations. Any representations or warranties included in the Seller's catalogues, sales literature and quality systems shall be binding on the Seller.

8.2. Unless otherwise agreed in the Order and when applicable, the Seller warrants due performance of the Goods and the Services for a period of three (3) years after their acceptance. Claims made under this warranty shall suspend the warranty period until the Seller have remedied the default, and the warranty period will be extended accordingly.

8.3. If any Goods are found at any time not in conformity with all agreed Quality Requirements and any other requirements of the Contract, Buyer shall have the option to (i) terminate the Contract pursuant to the article 12.2, (ii) accept such Goods with a price reduction, (iii) reject the non-conforming Goods and/or require replacement of the Goods.

In the event of rejected Goods, the rejected Goods shall be stored and/or shipped back by the Buyer at the Seller's costs and risks.

If the Seller fails to deliver suitable replacements, the Buyer shall be entitled to replace or repair such Goods through an alternative supplier at the Seller's costs and risks. The quantities affected shall be excluded from any (minimum) volumes.

8.4. THE SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE BUYER AGAINST ALL DAMAGES, CLAIMS OR LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES) THE BUYER MAY INCUR BY THE PERFORMANCE OF THE CONTRACT, EXCEPT ONLY WHERE SUCH DAMAGE OR CLAIM RESULTS FROM A BREACH BY BUYER OF ITS OBLIGATIONS.

IN NO EVENT, BUYER SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFIT OR GOODWILL.

8.5. The Buyer's rights and remedies as set out in these GPC shall be in addition to any other rights and remedies provided by the applicable laws. No inspection, approval or acceptance of the Goods by the Buyer shall relieve the Seller from its liability under the Contract.

9. CONFIDENTIALITY

Any and all information provided by the Buyer or on its behalf (whether transmitted orally or in written on whatever support) shall be treated by the Seller as confidential. Seller shall be solely entitled to use such information for the purpose of the Contract. Disclosing information shall only be allowed to any of Seller employees on a strict need-to-know basis.

Seller undertakes to return to the Buyer, upon first demand, any document transmitted.

This confidentiality undertaking of the Seller shall last during the performance of the concerned Contract and at least during fifteen (15) years following the date of the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Seller warrants that neither the Goods nor the Services and/or its rights and duties arising from the Contract will infringe upon or violate any trademarks, patents, copyright or other intellectual property rights of third parties. Seller shall indemnify and hold Buyer harmless from all actions or claims, liability, loss, costs, attorneys' fees, and damages due to or arising from any infringement of intellectual property rights in relation to the Goods, the Services or the performance by the Seller of its rights and duties under the Contract.

10.2. In the event the Goods become the subject of actions or claims for infringement of intellectual property rights, Seller shall either obtain as soon as possible the right for the Buyer to use the Goods or modify or replace the Goods in order the infringement ends.

10.3. Patentable inventions and protectable creations as well as all results, arising from the performance of the Contract, shall belong to the Buyer unless the Seller establish that they arise from their sole inventive capacity and that they were developed strictly independently of the performance of the Contract.

10.4. Seller shall not use Buyer trademarks and/or logos as references or for advert without its prior written consent.

11. FORCE MAJEURE

An event of Force Majeure shall mean any event independent from the Party claiming such, which is beyond the control, and which prevents such Party from fulfilling any of its obligations under the Contract such as acts of God, fires, floods, wars, civil wars or sabotage. An event of Force Majeure on the part of Seller shall in no event be understood to mean lock-out, shortage of personnel, production materials or resources, strikes or other labour dispute, breakdown of plants or equipment, non-performance by any third party engaged by Seller, liquidity and/or solvency problems at the Seller or government measures affecting Seller. As soon as such event of Force Majeure occurs, the affected Party shall take all steps to mitigate the consequences thereof and notify it to the other Party by registered mail with acknowledgment of receipt at the latest within three days from said event. In case the event of Force Majeure continues for more than 30 days, Buyer will be entitled to terminate in whole or in part the Contract by written notice. Buyer may purchase similar Goods or Services from third parties during any period Seller is unable to fulfil its obligations. The quantities affected shall be excluded from any (minimum) volumes.

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12.TERMINATION

12.1.Termination for convenience: Buyer reserves the right to terminate in whole or in part the Contract for its sole convenience. In the event of such termination, the Seller shall immediately stop all work at the notice date, notify its subcontractors to do likewise and, to the extent possible, cancel orders for materials and/or components for the cancelled Goods and/or Services, return unneeded components for cancelled Goods to their suppliers or divert such components to jobs for other customers; and/or broker non-returnable, unneeded components for cancelled Goods. The Buyer will purchase (a) finished Goods at the notice date, at the Order price subject to compliance with all the Quality Requirements, (b) work-in-process items at a reasonable pro-rata percentage of the finished Goods Order price based on the percentage of completion, and (c) custom components for the cancelled Goods, subject to compliance with all the Quality Requirements, which the Seller properly ordered and was not able to cancel, return, or negotiate using diligent efforts within ninety (90) days after cancellation, at Seller's cost for such custom components. In any case, the total compensation paid by the Buyer for such cancellation shall not exceed the price on the Order for the cancelled Goods. Seller shall use its best efforts to mitigate any damages or losses resulting from a termination pursuant to article 12.1 in particular by arranging a substitute client of Buyer to take on materials and/or components related to the cancelled Goods and/or Services in Buyer's place. To the extent that Seller can allocate said materials and/or components to another client, Buyer shall not be obligated to pay any compensation fees. Buyer shall have the right to audit all elements of the termination charge and Seller shall make available to Buyer on request, all books, records and papers relating thereto.

12.2.Termination for cause: Buyer is entitled, without prejudice to its right to claim damages and without any compensation to or indemnification of the Seller, to terminate in whole or in part the Contract with immediate effect, by written notice, for default of the Seller (i) if the latter fails to deliver the Goods or perform the Services within the time provided under the Contract, (ii) in case of non-compliance with import, export, or chemical control regulations or the provisions of safety, health, environment, and security, (iii) if it fails to perform any of its obligations under the Contract. Buyer may also terminate for default if Seller has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or a preventive legal scheme of settlement.

13.INSURANCE

The Seller shall carry and maintain insurance coverage necessary so as to be properly insured against all risks which may arise from, or in connection with, the performance of the Contract and, when requested by the Buyer, shall furnish satisfactory evidence of such insurance coverage.

14.ASSIGNMENT AND SUBCONTRACTING

The Seller is not entitled, without the Buyer's prior written consent, to transfer, assign or subcontract the Contract, either in whole or in part. In case the Seller is expressly authorized by the Buyer to subcontract all or part of its obligations under the Contract, such subcontracting shall be at its sole expense and under its sole liability.

15.MISCELLANEOUS

15.1. English shall be the official language of the Contract.

15.2. The Buyer's failure to insist upon strict compliance with any of the provisions of the Contract shall not be deemed a waiver of such provision, nor shall any waiver of any right at any one or more time be deemed a waiver of such right at any other time.

15.3. In the event any provision of the Contract or application thereof to any person or circumstance is declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, (i) such invalidity, illegality, or unenforceability shall not affect the validity of the Contract if it can be given effect without the invalid provision or application hereof; and (ii) the Contract shall be construed, and the Parties hereto shall agree to amend it so as to effectuate as nearly as possible the intent of the invalid clause or application, and to this purpose, the provisions of the Contract are declared to be severable.

15.4. The Seller represents and warrants that it shall perform this Contract in compliance with (i) all applicable laws and regulations, including those relating to fair competition, anti-bribery and anti-corruption and (ii) ethical standards consistent with those of the Buyer. In particular, the Seller shall comply with all applicable laws concerning the materials content and the manufacture and distribution of Goods and shall ensure that its activities in performance of the Contract in connection with the GPC shall not cause to the Buyer to be in violation of any laws. The Seller also warrants it is in compliance with and will cause each of its subcontractors and suppliers to comply with all applicable laws relating to anti-bribery, anti-corruption, anti-terrorism security measures and international sanctions. The Seller warrants that in performing its work pursuant to the Order under these GPC, the Seller, its affiliates and agents have not and will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official, government employee, political party or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person or business. Seller further warrants it, its affiliates and its agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money or anything of value to any employee of the Buyer to obtain or retain business.

16.PERSONAL DATA

16.1. Each of the Seller and the Buyer undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR), in relation to the Contract and its performance. Each Party is also responsible for compliance with formal data protection regulations (e.g. appointment of a data protection officer, performance of a data protection impact assessment, maintenance of processing lists).

16.2. Each of the Seller and the Buyer undertakes to take technical and organizational measures to the extent provided by the relevant data protection regulations in order to safeguard the confidentiality, availability, integrity and authenticity of the personal data provided by the other Party.

16.3. The Seller undertakes to process the personal data provided by the Buyer exclusively in a lawful and transparent manner, in good faith and exclusively for the purpose of the Contract. Any further use of the personal data provided by the Buyer, in particular for the Seller's own purposes or for the purposes of third parties, is not permitted. Furthermore, the Seller will limit the processing in terms of content and time to the absolutely necessary extent and will ensure the accuracy of the data and their integrity and confidentiality.

17.APPLICABLE LAW-JURISDICTION

17.1 THE CONTRACT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF BUYER'S PLACE OF INCORPORATION WITH THE EXCEPTION OF ITS CONFLICT OF LAWS PROVISIONS. THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS SIGNED ON APRIL 11, 1980, IS EXPRESSLY EXCLUDED.

17.2 ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT SHALL BE SETTLED BY THE COMPETENT COURT(S) OF BUYER'S PLACE OF INCORPORATION.