

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of

Sudeep Pharma B.V.

Article 1. Definitions

1. The following capitalised terms in these Conditions shall have the following meaning:

"Agreement": means any agreement concluded between Sudeep and Customer for the sale of Products or the rendering of Services by Sudeep to the Customer.;

"Business Days": means any day other than a Saturday, Sunday or public holiday in the Netherlands;

"Conditions": means these general conditions of sale and delivery;

"Customer": means the company and/or person which is buying Products or requesting Services from Sudeep;

"Party": means Sudeep or the Customer, as applicable;

"Parties": means Sudeep and Customer;

"Products": means any products which Sudeep provides to Customer, as specified in the Agreement;

"Services": means any services which Sudeep provides to Customer, as specified in the Agreement;

"Sudeep": means Sudeep Pharma B.V. (registration no. 92051332).

Article 2. Applicability

1. These Conditions shall apply to all offers, proposals, quotations, deliveries, activities and Agreements between Sudeep and the Customer, to the exclusion of any other terms and conditions, whether put forward by Customer or whether implied by trade, custom, practice or by law.
2. By contracting on the basis of these Conditions, Customer agrees to the applicability thereof in respect of all future dealings with Sudeep.
3. Any (verbal) arrangements and/or commitments different from the Agreement made by, or on behalf of, Sudeep are only binding if they have been agreed explicitly in writing.
4. If any provision in these Conditions is invalid or null and void, the other provisions of these Conditions will continue to apply undiminished and in full.
5. Failure by Sudeep to object to any terms and conditions set by Customer shall in no event be construed as acceptance of Sudeep of any of such terms and conditions of Customer.

6. Without written permission from Sudeep, Customer is not entitled to transfer any right or any obligation following from any Agreement to third parties.
7. If Customer consists of one or more legal entities/persons, each of these legal entities/persons will be jointly and severally bound vis-à-vis Sudeep for the obligations resulting from any Agreement and these Conditions.
8. Any waiver under these Conditions must be given by Sudeep by written notice to that effect. Where Sudeep does not exercise any right under these Conditions (which shall include the granting by Sudeep to Customer of an extension of time in which to perform its obligations under any provision hereof), this shall not be deemed to constitute a forfeit of any such rights (*rechtsverwerking*).
9. The English text of these Conditions takes precedence over any translation thereof.

Article 3. Offers and proposals

1. All offers and/or proposals by Sudeep are non-binding unless Sudeep has indicated otherwise explicitly and in writing. Sudeep can always revoke or amend any offer.
2. Offers and/or proposals by Sudeep do not apply automatically to repeat orders.
3. All samples, illustrations, specifications, information about weight, dimensions and colour and other details in offers and/or proposals by Sudeep are exclusively indications and cannot provide any grounds for an obligation to compensate on the part of Sudeep, neither for dissolution or termination of the Agreement by Customer.
4. The rights pertained to the details referred to in the previous paragraph do not transfer to Customer, neither does the brand, patent, trade name, model, copyright, or any other right to these details. The use of the aforementioned details, other than in the context of these Conditions or any Agreement, is only permitted after written permission has been obtained from, and in accordance with the instructions of, Sudeep.
5. Notwithstanding article 3.1, Sudeep reserves the right and is entitled to rectify (typing) errors in offers and/or proposals. No liability is accepted for the consequences of (typing) errors. Sudeep cannot be held to its offer if the offer and/or proposal, or a part thereof, contains a (typing) error.
6. The Customer and any third parties cannot derive any rights from information in Sudeep's offers, proposals, product brochures, drawings and/or price lists.

Article 4. Formation of an Agreement

1. An Agreement is formed by a written (including by email) order confirmation by Sudeep only. Sudeep can refuse to accept any order without providing justification

and Sudeep accepts no liability for any actions and/or preparations made by Customer without a written order confirmation by Sudeep.

2. Any Agreement is concluded subject to the suspensive condition of sufficient availability of the Products and/or Services in question.

Article 5. Prices

1. All prices (including fees) on the part of Sudeep are in currency specified in the relevant order confirmation, and excluding VAT, transport costs, import duties, other government charges and insurance costs, which amounts shall be for Customer's account and shall be added to the corresponding invoice or shall be separately invoiced by Sudeep to Customer.
2. Sudeep may, by giving written notice to Customer, at any time before delivery of Products and/or Services, increase the price to reflect any increase in the cost of the Products and/or Services that is due to any factor beyond Sudeep's control (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, product and other costs). Alternatively in such circumstances, Sudeep may (in its sole discretion) terminate the Agreement immediately by written notice to the Customer without any liability for loss or damages towards Customer and with the sole obligation to refund any amount already paid by Customer (if any) (pro rata) in relation to the part of the Agreement to which the dissolution relates.

Article 6. Delivery of Products

1. The Products are to be delivered DDP to the location designated by Customer (Incoterms® 2020), unless Parties agree otherwise in writing.
2. The location designated by Customer must be easily accessible and Customer must help to ensure that waiting times are as short as possible.
3. The Products delivered will be for Customer's account and risk from the moment that they are made available to Customer at the location designated by Customer. The Products will also be for Customer's account and risk if Sudeep has offered the Products for delivery or has put them into storage at Customer's request but Customer, its representative or the shipper designated by Sudeep or Customer, does not take receipt of them, for whatever reason. The resulting costs and loss or damage, for example in relation to transport, storage, safekeeping and insurance, will then be entirely for Customer's account.
4. Sudeep is entitled to execute the Agreement in various phases and to deliver the Products and/or Services to be delivered as part deliveries to Customer and shall be able to invoice these deliveries separately.

5. Any delivery dates indicated in quotations and/or order confirmations are estimated dates and no final deadlines. In the event of delivery past the estimated delivery date the Customer shall not be entitled to terminate the Agreement.
6. Sudeep shall use reasonable endeavours to respect agreed delivery terms and dates, however, exceeding these terms or dates with less than 30 Working Days shall not be considered a default and do not give right to compensation of loss or damage suffered by Customer or by third parties. For delays in delivery of more than the before mentioned number of Working Days and which are attributable to Sudeep, Sudeep's liability for loss or damage is at all times limited to a maximum of 2.5% of the order value of the delayed Products and is subject to Article 11 of these Conditions.
7. The delivery periods can be extended and/or the performance of the Agreement can be suspended for the period in which Customer is in default with regard to payment of any invoices pursuant to any Agreement with Sudeep.
8. In the event of force majeure within the meaning of Article 13, as well as if an action or omission, whether culpable or otherwise, by Customer or a third party causes a delay, the delivery time will be extended by the duration of that delay.
9. The method of packing and transport is to be determined exclusively by Sudeep, unless agreed otherwise explicitly and in writing.

Article 7. Payment

1. Payment shall be made, without any right to set-off or withhold payment, on the due date stated in the order confirmation and the invoice. Customer is in default by operation of law after the expiry of the payment term.
2. In the event of any payment default of the Customer of any invoices of Sudeep, without any prior notice of default being required, Customer shall be due to Sudeep a monthly interest equal to the statutory commercial interest, calculated from the day on which the payment was due up to and including the day of final payment. In the event of no payment or late payment by Customer, Customer shall pay to Sudeep collection costs of 15% of the outstanding amount, with a minimum of EUR 1.000 as well as the costs of litigation.
3. In the event of bank transfers the time of payment is the date on which the amount is credited to Sudeep's account.
4. Payments will always be set off against payable costs, including extrajudicial and judicial (collection) costs, and interest (in that order) first and then against the principal sums, with older amounts taking precedence over new amounts.

5. In the context of an Agreement with Customer and subject to the credit rating of Customer, Sudeep is entitled to demand full advance payment of the invoice amount or to adjust the payment period customary between the parties.
6. Complaints about invoices must be submitted to Sudeep within 3 (three) Working Days after the invoice date, with failure to do so resulting in the invoice being regarded as approved.

Article 8. Termination and suspension

1. If Customer does not (properly or timely) fulfil any of its obligations towards Sudeep under these Conditions and/or any Agreement, it shall be in default and Sudeep shall be entitled, without any notice of default being required, to either suspend or terminate the Agreement and any other agreements not yet completed, without prejudice to Sudeep's further rights arising from any Agreement and/or the applicable law.
2. In the event of a (request for) bankruptcy, suspension of payments and/or any change of control (either direct or indirect) with respect to Customer, Sudeep is entitled to terminate the Agreement with immediate effect without any liability towards Customer for damages and/or compensation and without prejudice to the right to claim damages from the Customer.
3. In the event of a termination of the Agreement by Sudeep as aforementioned, Sudeep shall at least be entitled to payment of the entire invoice amount, less the (direct) costs it saves by the termination.

Article 9. Specifications, warranty, claims and returns

1. Sudeep shall ensure that the Products comply with the specifications agreed between the Parties in the Agreement. No other representations and warranties are provided in relation to the Products.
2. Customer is obliged to inspect the Products delivered, or have them inspected, immediately upon delivery. If any Product delivered has been delivered incorrectly, or is faulty or incomplete, Customer will be required to report any visible faults or wrongly delivered Products in writing to Sudeep immediately, or in any event within twenty four (24) hours after the delivery. Any invisible faults must be reported to Sudeep in writing as soon as possible by no later than three within three (3) Working Days after discovery.
3. Any use, encumbrance and/or resale of the Products by the Customer after having observed faults (or having had the opportunity to observe faults), shall result in the lapse of the right to claim default and/or return of Products to Sudeep in its entirety.

4. Sudeep is never responsible for the eventual suitability and the legal compliance (as per government legislation) of the Products delivered for each individual use and/or end application by Customer, nor for any advice relating to the use of the Products delivered.
5. Deviations in quality, colour, size etc. within the specified range of delivered Products do not constitute grounds for any claim of default by Customer.
6. Returns can only take place after the written permission of Sudeep and only in accordance with Sudeep's instruction(s).
7. In the event of any alleged faults, at all times, Sudeep should be given sufficient possibility to assess whether the Product was either delivered in accordance with specifications or is faulty, it being understood that without such possibility the Customer loses any right to claim default and/or return of Products.
8. Sudeep reserves the right to refuse returns which are not submitted in the prescribed way. The return will then not be processed and will be returned at the Customer's expense.
9. If Customer's claim relating to a delivered Product is valid, Sudeep shall undertake the following, at Sudeep's discretion and as full and final settlement of the Customer's claim:
 - a) replace the Products delivered or - if possible - the faulty part thereof; or
 - b) compensate the Customer, without prejudice to Article 11 and which compensation shall in all cases be limited to, at most, the invoice amount of the (faulty) Products in question.
10. No default of Sudeep shall exist and the Customer shall not be entitled to any form of compensation if:
 - a) Customer has itself altered, incorporated, used and/or processed the Products delivered, or has had them altered, incorporated, used and/or processed by third parties;
 - b) the Products delivered have been exposed to abnormal circumstances or have been treated carelessly in some other way;
 - c) the Products have been handled contrary to Sudeep's instructions and/or the instructions on the Products' packaging or labels and/or any other regulation;
 - d) the faultiness is entirely or partially the consequence of regulations imposed, or to be imposed, by the government relating to the nature or the quality of the materials used.
11. Any transportation of Products (or part thereof) for replacement shall take place for the Customer's account and risk, unless agreed otherwise in writing.

Article 10. Retention of title

1. Sudeep retains title to all Products delivered by Sudeep to Customer until Customer pays all amounts owing to Sudeep under the Agreement or any other agreement with Sudeep. Irrespective of this retention of title, the risk on the delivered Products will pass to Customer in accordance with the applicable Incoterm. Until title to the Products passes to Customer, Customer is authorised to process, use, encumber and/or sell the Products in the normal course of its business, provided that Customer agrees a retention of title with relevant third parties purchasers acting in the performance of a profession or business that corresponds with this Article 10, for at least the period until after full payment as referred to in Article 10.1.
2. If Customer is at any time late in making payment of any sum due to Sudeep or otherwise in breach of any Agreement, Sudeep shall be entitled to: (a) by notice in writing, terminate Customer's right under clause 10.1 to resell the Products or use them in the normal course of its business; and/or (b) require Customer to deliver up all Products to which title has not passed to Customer and if Customer fails to do so promptly, enter any Customer's premises or of any third party where the Products are stored in order to repossess them; and/or (c) Sudeep may suspend the performance of the Agreement and/or order until full payment, without any indemnity to Customer.
3. Customer shall immediately inform Sudeep if an attachment has been imposed on the Products and shall immediately notify the attachment creditor of the fact that title to the seized Products rests with Sudeep.
4. Customer is obliged to keep the Products delivered under retention of title with due care, under adequate insurance against fire, water damage and theft and as the recognisable property of Sudeep. If Customer fails to comply herewith, it will be assumed that the Products present of the type delivered by Sudeep, belong to Sudeep
5. At Sudeep's first request Customer is obliged:
 - a) to pledge or transfer to Sudeep (whether in advance or otherwise) all the Customer's entitlements or claims against insurers with regard to the Products delivered under retention of title, such at Sudeep's discretion;
 - b) to pledge or transfer to Sudeep (whether in advance or otherwise) claims the Customer's acquires against its customers on account of sale of Products delivered by Sudeep under retention of title, such at Sudeep's discretion.

Article 11. Liability

1. The liability of Sudeep – and of its (authorised) representatives, employees and third parties engaged by Sudeep -, whether based on breach of contract, tort or otherwise, is always limited to the amount paid out in the instance in question under Sudeep's applicable (business) liability insurance. If, for whatever reason, no payment is made pursuant to the abovementioned insurance, any liability on the part of Sudeep will always be limited to the amount that Customer has paid Sudeep in relation to the Agreement, or the part thereof in relation to which the liability arose.
2. Sudeep is never liable for indirect loss or damage, including but not limited to consequential loss or damage (to people or Products), trading loss, lost profit or income, missed savings and or damage due to business interruptions.
3. Sudeep is not liable for loss or damage, of any nature whatsoever, caused by third parties engaged by, or on behalf of, Sudeep and/or by materials it has used.
4. Sudeep is not liable for loss or damage, of any nature whatsoever, caused by incorrect and/or incomplete details issued by, or on behalf of, Customer, or by people, third parties, products or materials made available by Customer.
5. In all instances in which Sudeep is entitled to invoke the provisions of paragraphs 2, 3 and 4 of this Article 11 any employee(s), (commercial) agents and subcontractor(s) called to account can also invoke said provisions as if the provisions of paragraphs 2, 3 and 4 of this Article 11 had been invoked by the employee(s) and subcontractor(s) in question.
6. Nothing in these Conditions shall limit or exclude Sudeep's liability for intent or gross negligence of Sudeep.

Article 12. Indemnity

1. Customer indemnifies Sudeep against all possible claims by third parties in connection with the execution of the Agreement, more particularly claims by third parties in relation to Products delivered by Sudeep to Customer, as a result of which said third party might have suffered loss or damage, irrespective of the nature, cause or time at which it occurred.

Article 13. Force majeure

1. In case of Force Majeure on Sudeep's part, Sudeep may either (i) terminate the Agreement or (ii) suspend the performance of the Agreement until the Force Majeure has ended, both (i) and (ii) in whole or in part and without Sudeep being liable for any loss or damage caused by the termination or suspension. If Sudeep can only make partial delivery as a consequence of Force Majeure, it shall be entitled to do so. "Force Majeure" shall mean circumstances which are of such a

nature that the execution of an Agreement becomes impossible or excessively onerous and/or disproportionately costly so that fulfilment of the Agreement can no longer reasonably or cannot be immediately required from Sudeep. Force Majeure will in any case include - without limitation – the following: any strike, lock-out, fire, extreme weather circumstances, pandemic or epidemic, obstruction in traffic, shortage of raw materials, materials, fuel or labour, mobilization, war, restriction of import and export, and/or any government measures preventing or impeding the performance by Sudeep of the Agreement. A Force Majeure that affects Sudeep's suppliers or sub-suppliers shall be deemed to be a Force Majeure affecting Sudeep.

Article 14. Intellectual property

1. All intellectual property rights, trade secrets and other proprietary rights subsisting in the Products and any samples and marketing materials as well as all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products and the marketing materials) shall be, and shall remain, the exclusive property of Sudeep, its owners or its licensors.
2. To the extent the Products are to be manufactured in accordance with drawings, models, samples, specifications or any other directions in the widest sense of the word, received from Customer, Customer shall hold harmless and indemnify Sudeep against all liabilities, costs, expenses, damages and losses, suffered or incurred by Sudeep in connection with any third-party claims (i) based on the actual or alleged infringement of any intellectual property rights or any other right of third parties, by manufacturing and/or supplying of such Products and (ii) based on product liability. If any third-party objects to the manufacturing and/or supply of the Products referred to on the grounds of any alleged right, Sudeep shall unconditionally be entitled to immediately cease the manufacturing and/or supply and to demand compensation from Customer for the expenses incurred, without prejudice to any claims for possible damages against Customer and without Sudeep being liable towards Customer on any account whatsoever.

Article 15. Confidentiality

1. Customer acknowledges that during the negotiation and execution of the Agreement, it may be exposed to confidential or proprietary information belonging to Sudeep. This may include, but is not limited to, data pertaining to Sudeep's business operations, financial details, pricing, payment terms, products, production or processing methods, innovations, trade secrets, expertise, recipes,

formulations, personnel, clients, potential clients, and suppliers, irrespective of whether it is explicitly labelled as "confidential information". Customer agrees to take the required measures to hold all such confidential information in strict confidence, using it solely to fulfil its obligations as outlined in the Agreement with Sudeep, and not to disclose it to any third party unless required pursuant to mandatory, applicable law, in which case Customer shall notify Sudeep prior to the disclosure of such confidential information. Upon the Agreement's termination, Customer is prohibited from any further use of this confidential information and shall return, erase and/or destroy any such confidential information upon first request of Sudeep.

Article 16. Personal data

1. The Parties shall comply with the applicable regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, when processing information relating to an identified or identifiable natural person ("**Personal Data**").
2. Customer acknowledges and agrees that, in performing the Agreement, Sudeep may as a data controller process Personal Data in order to execute Customer's orders. Personal Data is also kept in order to comply with legal and regulatory obligations. Personal data will be kept as long as necessary for the execution of the Agreement;
3. In accordance with the applicable regulations, Customer and its employees have a right of access, rectification, erasure and portability of their Personal Data, as well as the right to object to the processing.

Article 17. Limitation/expiry periods

1. Unless otherwise agreed in these Conditions in relation to specific events and without prejudice to the possibility of earlier expiry or limitation in accordance with the law, no legal action shall be brought by Customer unless Customer first notifies Sudeep in writing of any claim alleged to exist against Sudeep within eight (8) days after the event complained of first becomes known to Customer and legal action is commenced by Customer within twelve (12) months of such notification.

Article 18. Disputes and applicable law

1. These Conditions, any Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with Dutch

law. Applicability of the United Nations Convention on the International Sale of Goods is expressly excluded.

2. Any dispute arising in connection with these Conditions and/or any Agreement shall be exclusively submitted to the Dutch court, being the competent court in Amsterdam, with the exception that Sudeep has the unilateral right to submit a dispute to the courts of the Customer's domicile instead.
3. If for any reason Article 18.2 with respect to Sudeep's right to also submit a dispute to the courts of the Customer's domicile is invalid or null and void, any disputes or claims arising out of or in connection with it or its subject matter or formation shall be exclusively submitted to the Dutch court, being the competent court in Amsterdam.

Article 19. Notice

1. All notices required to be given under any Agreement shall be effective only when it has actually been received.
2. All such notices or communications shall be deemed to have been given and received:
 - (a) In case of personal delivery, on the date of such delivery.
 - (b) In case of mailing, when received by the other Party.
3. Any Party may change its address for notices under this Agreement by giving formal written notice to the other Party, specifying that the purpose of the notice is to change the Party's address.

Article 20. Severability

1. In the event that a provision of any Agreement or these Conditions is null and void or unenforceable (either in whole or in part), the remainder of such Agreement and/or these Conditions shall continue to be effective to the extent that, having regard to the substance and purpose of such Agreement and these Conditions, such remainder is not inextricably related to the null and void or unenforceable provision. The Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of such Agreement and these Conditions.

Article 21. No waiver

1. Any failure by either Party to enforce the performance of any provision of any Agreement and/or these Conditions will not constitute a waiver of its right to subsequently enforce such provision or any other provision of such Agreement.

Article 22. Miscellaneous

1. Nothing pursuant to any Agreement (and/or these Conditions) shall be deemed to constitute a partnership between the Parties or constitute one Party agent of the other Party for any purpose.
2. Customer shall not assign, charge, or otherwise dispose of the contract or any of its rights thereunder without Sudeep's prior written consent.