

GENERAL TERMS AND CONDITIONS



Deliveries : 8h15 – 12h / 12h30 – 16h

PA: Price request - **PO:** Order – **INKRK:** Framework contract

1. VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

The present general purchase conditions (hereinafter the "Conditions") are applicable to all agreements of purchase of goods and/or services (hereinafter the "Agreement") by Laboratoria Qualiphar NV (with registered office located at 2880 Bornem, Rijksweg 9, KBO 0403.086.468 - hereinafter referred to as "Qualiphar") from its suppliers, in so far as there is no explicit deviation from them in the Agreement (including the special conditions agreed upon in writing, if any) or other agreements.

The Terms shall apply even if they should be in conflict with the supplier's own general or special terms and conditions of sale, or any other terms or conditions of the supplier stated on offers, letters, price lists, order confirmations, invoices, delivery notes or other documents of the supplier, the application of which is excluded. Such stipulations of the supplier shall bind Qualiphar only when Qualiphar has expressly accepted them in writing. Under no circumstances can Qualiphar's agreement be inferred from Qualiphar's silence or the circumstance that Qualiphar has accepted the Agreement without protesting the aforementioned clauses, nor from the fact that any provision of documents of the supplier refers thereto.

2. HIERARCHY OF DOCUMENTS

The Agreement is governed by the following documents, in ascending order of precedence: the Order with the Terms and Conditions, the Service Level Agreement (SLA) concluded with the supplier, other agreements (such as Production Agreement/Packaging Agreement/Supply Agreement) concluded with the supplier. In case of contradictions, detailed provisions of the Agreement shall prevail over general provisions. The Agreement can be validly amended only if the amendment is explicitly agreed in writing.

3. ORDERS AND ACCEPTANCE OF ORDERS

Request for quotations by Qualiphar to the supplier is always without obligation and does not entail any commitment or obligation on the part of Qualiphar. An offer from the supplier must always be valid for at least 3 months, unless otherwise agreed upon.

Qualiphar shall digitally transfer its Order by means of an Order form (the "Order") to the supplier. Within 3 business days of its Order, the supplier shall confirm the Order in writing by remittance of a digital document to purchase@qualiphar.com. Any change (including, but not limited to, the characteristics of the goods, method of production, change of testing process, raw materials used,...) upon acceptance of the Order without Qualiphar's written consent, will be non-objectionable to Qualiphar without prejudice to Qualiphar's right to cancel the Order without the supplier's right to any compensation.

Unless the supplier refuses or modifies the Order within the aforementioned period of 3 working days, he shall be deemed to have tacitly accepted the Order and the delivery of the goods without any reservation. The express or tacit confirmation/acceptance by the supplier of the Order, also implies acceptance, of the Conditions and their statements.

If the supplier wishes to change the Order, he must send a request to Qualiphar within the aforementioned period of 3 working days to change the Order, which change will be effective only if Qualiphar confirms this change through a new or amended Order.

If the supplier notices that the price indication on the Qualiphar order form does not correspond to the agreed price, it shall report this to Qualiphar within a period of 24 hours, failing which, if the order form indicates a lower than agreed price, the lower agreed price shall be considered as accepted by the supplier and, if order form indicates a higher than agreed price, the agreed price shall apply. Qualiphar reserves the right to refuse deliveries that have not been the subject of a written Order emanating from Qualiphar. Orders placed orally are only binding if confirmed by a written Order.

Qualiphar is always entitled to cancel an Order placed and/or the Agreement within a period of 72 hours after its acceptance, without the supplier being entitled to any compensation.

4. LEADTIMES

The delivery date proposed in the Order is binding on the supplier after its express or tacit acceptance. Qualiphar allows deliveries up to 4 days before the confirmed delivery date, unless otherwise agreed. Such early deliveries do not change the agreed payment term.

If the delivery term is exceeded by 5 working days, Qualiphar shall be entitled, at its option, either to demand the execution of the Agreement or to terminate it by written notice to the supplier. In either case, Qualiphar shall be entitled to lump-sum compensation of 1% of the total price for each commenced week of delay in delivery, without prejudice to its right to claim instead the compensation of all proven damages.

The preceding paragraph shall not apply if the supplier proves that he was in the absolute impossibility of meeting the agreed delivery deadline as a result of force majeure and if he notified Qualiphar of this in writing immediately after becoming aware of the existence of this force majeure. In this case, Qualiphar and the supplier will consult and possibly agree on an adjusted delivery period without prejudice to Qualiphar's right (among others, but not only, if the extension is not useful to it) to terminate the Agreement by written notice to the supplier. In this last case, the supplier will collect the delivered goods, after which Qualiphar will be refunded the price (advance payments) paid.

5. DELIVERY TERMS

The delivered goods must always be packed and labeled in such a way that they can be safely transported and easily identified. Furthermore, in addition to all documents that are required by law and/or the Order, all delivered goods shall be accompanied by a dispatch note on which at least the following information is stated: the order number of Qualiphar, reference of Qualiphar, reference of the supplier, number of units delivered with corresponding description of the Order, mention of 'partial delivery' if the delivery is not complete and mention of 'balance' for the last partial delivery, in default of which Qualiphar shall be entitled to refuse the delivery.

Damage caused to the goods due to inadequate packaging, protection, or security is always the responsibility of the supplier and shall be borne by the supplier.

Unless expressly agreed otherwise and the price or cost concerned is indicated on the Order, the cost of delivery is included in the price, shipment is always made at the supplier's risk and the goods are delivered DPU (Incoterms 2020) at the place indicated in the Order. If it is expressly agreed in writing that the cost of delivery is not included in the price, the supplier shall transport the ordered goods by the most favorable adapted means of transport and at the lowest possible cost, taking into account the nature of the shipment.

Partial deliveries of goods or services are not accepted, except with prior written authorization from Qualiphar.

6. DELIVERY AND RECEIPT

The goods or services delivered shall always be received at the place of delivery specified in the order form, unless expressly agreed otherwise.

All deliveries must strictly comply with the provisions of the order form. In the event of deviation, Qualiphar shall be entitled to (i) either accept the delivery under all reservations and, in the case of goods, temporarily store them in its warehouses at the expense, risk and responsibility of the supplier, (ii) or refuse the delivery, and in any case Qualiphar disclaims all responsibility for the goods or services concerned. The refused goods shall be made available to the supplier and must be collected by him within 5 working days, failing which Qualiphar shall be entitled to return the goods without delay at the expense of the supplier. Neither receipt of the delivery, nor storage of the goods, nor use of all or part of the delivered goods or services nor the signing of a delivery note, CMR or any other similar document shall imply acceptance of the delivered goods or services.

The supplier is obliged to deliver at least the quantity ordered and no more than 5% more than the quantity ordered. In case of delivery where the quantity exceeds 5%, Qualiphar is entitled to keep the excess quantity delivered

without additional charge.

If supplier is unable to deliver the agreed quantity of goods or services within the agreed period, supplier shall (i) give Qualiphar written notice in advance stating the cause and expected duration of the delay, (ii) promptly take all reasonable measures (including, but not limited to, expediting the production or shipment of the missing goods or providing substitute services to complete the delivery, and (iii) fully reimburse Qualiphar for all costs and damages Qualiphar would incur as a result of the aforementioned defect in the delivery (such as, but not limited to, (the additional cost of) engaging alternative suppliers, standstill in of production) upon presentation of the relevant supporting documents.

7. INTELLECTUAL PROPERTY RELATING TO THE GOODS AND SERVICES PROVIDED

The supplier warrants that it validly possesses all intellectual or industrial property rights contained in or pertaining to the goods or services provided, of whatever nature, whether filed, registered or not, and including but not limited to, patents, copyrights know-how, trade secrets and trademarks (hereinafter the "Intellectual Property Rights") and grants Qualiphar, to the extent necessary, the free, irrevocable, non-exclusive and unrestricted in time and space right to use said Intellectual Property Rights, for the purpose of the enjoyment of the delivered goods or services.

If the use of the supplied goods or services would result in an infringement of Intellectual Property Rights of a third party and/or an unfair market practice, and such infringement is attributable to the breach of the aforementioned warranty or is otherwise attributable to the supplier, then the supplier shall (i) indemnify and hold Qualiphar harmless from and against all (re)claims, demands or sanctions of third parties and against/for all damages suffered (such as, but not limited to, consequential damages lost profits, missed savings, damage due to any standstill of installations) and (ii) at Qualiphar's option, take all necessary measures to acquire the Intellectual Property Rights or obtain the necessary permissions in order to ensure the lawful (continued) enjoyment by Qualiphar of the delivered goods or services, or replace the delivered goods or services with similar goods or services whose use does not result in the aforementioned infringement.

8. TRANSFER OF OWNERSHIP AND RISK RETENTION

The transfer of risk with respect to the goods and services takes place at the time of delivery in accordance with the agreed modalities (or Incoterm). Ownership of the goods shall pass upon delivery at the agreed place unless otherwise agreed in writing. Any clause delaying the transfer of ownership or containing any reservation regarding this transfer cannot be held against Qualiphar.

9. COMPLAINTS

In the event of damage, incompleteness, error or any other visible defect or non-conformity, Qualiphar will notify the supplier in writing within 30 days of noticing the aforementioned and

such defect or non-conformity shall only be covered upon explicit written acceptance of the delivered goods, or in the absence thereof, upon expiry of the aforementioned period.

In such case, the supplier shall take back the defective goods as soon as possible and no later than 5 working days at its expense, failing to do so, Qualiphar shall be entitled to return the goods immediately at the supplier's expense and either (i) repair the defect or non-conformity by additional or replacement delivery either (ii) indemnify Qualiphar, or (iii) immediately refund the returned goods to Qualiphar, by, at Qualiphar's option, either transferring the amount to Qualiphar or issuing a credit note for the amount of the paid price.

Any disputes relating to conformity or defects in the goods and services provided shall not entitle the supplier to terminate or suspend its obligations under the Agreement.

10. GUARANTEE ON THE GOODS DELIVERED

Supplier warrants that the goods or services provided (i) will have been manufactured, tested, stored and delivered in accordance with the Agreement (including the technical agreements that may have been concluded), other agreements, applicable laws and regulatory requirements (such as marketing authorization, if any) the state of the art, applicable best practices (including, where applicable, GMP and/or GDP) and agreed specifications (including with respect to manufacturing, quality control and quality assurance procedures, processes, practices and standards), (ii) will be free from any securities, liens, claims and encumbrances, (iii) will be free from all visible and hidden defects and (iii) in the absence of agreement to the contrary, will conform to the requirements of serviceability, reliability, longevity and safety that should or could be expected for such goods or services, failing which the supplier shall indemnify and hold Qualiphar harmless from and against all (re)claims, claims or sanctions of third parties and against/of all damages suffered and lost profits (such as, but not limited to, consequential damages, lost profits, missed savings, damages due to any plant downtime)

11. PRICE, INVOICING AND PAYMENT TERMS

The price as agreed in the accepted Order or, as the case may be, elsewhere in the Agreement includes, unless expressly agreed otherwise, all costs of the supplier such as, but not limited to, delivery, transportation, insurance, permits, administrative costs, taxes, duties, levies and packaging and cannot be revised by the supplier under any circumstances unless all the modalities of the revision are confirmed in advance in an amended or new Order issued by Qualiphar and accepted by the supplier in accordance with the Terms and Conditions.

The supplier will charge the price by means of an invoice that must contain the following indications: (i) the order form number, (ii) all indications prescribed by the order form and (iii) the price corresponding to the order form. All invoices will be transmitted in one copy, to the appropriate email address of Qualiphar (payables@qualiphar.com) in Pdf format. Invoices that do not contain the aforementioned

indications and/or are not transmitted in the aforementioned form shall be considered non-existent (and may be returned to the supplier), without the supplier being entitled to any compensation or interest for late payment or other costs.

Unless expressly agreed otherwise in writing, Qualiphar shall pay the supplier's invoices within 30 days from the last of the following dates: the invoice date and the date of delivery. If the supplier fails to fully execute the Agreement, the term of payment shall be extended by right until full execution, without the supplier being entitled to any interest or compensation. In case of late payment, without a valid reason, Qualiphar will only owe interest at the legal interest rate and this from the tenth day following the notice of default by the supplier.

Payment of invoices by Qualiphar does not imply acceptance of the delivered goods and/or services.

12. LIABILITY

The supplier shall be liable for its non-performance of the Agreement or violation of applicable law (such as, but not limited to, a defect in the goods sold by the supplier to Qualiphar), as well as those of its executing agents and of the supplier's appointees or of its executing agents and shall indemnify and hold Qualiphar harmless against/for any (re)claims or sanctions of third parties and against/for all damages suffered and lost profits (such as, but not limited to, consequential damages, lost profits, missed savings, damages due to any downtime of installations) that Qualiphar would suffer on that account.

13. TERMINATION OF CONTRACT

Qualiphar has the right, without being liable for any compensation and without prejudice to its right to compensation for damages suffered by it, to terminate all or part of an Order and/or the Agreement without prior notice if the supplier (i) is subject to judicial reorganization, is declared bankrupt or is put into liquidation, or (ii) in any situation demonstrating the supplier's incapacity to pay or deliver, as well as (iii) in the event of an error or failure on the part of the supplier in the execution of the Agreement, which is not rectified within 8 days after Qualiphar has given the supplier written notice of default.

14. SOCIAL, TAXES AND OTHER OBLIGATIONS OF THE SUPPLIER

The supplier shall comply with all legal, social, fiscal and other obligations applicable to employers and self-employed companies, including but not limited to the timely and regular payment of all sums due to the NSSO and tax administrations.

The supplier expressly declares and undertakes that (i) the non-Belgian workers that it would involve in the Belgian territory during the execution of the Agreement, as the case may be and according to the legal requirements, will be in possession of the necessary residence permits, work permits, Limosa notifications and other documents proving the correct affiliation and payment to a social security system, that (ii) it will pay to its non-Belgian employees, if any, the minimum wages applicable in Belgium in accordance

with the mandatory provisions on the minimum wage and the law on the protection of workers' wages, that (iii) it will not employ illegal workers, and that (iv) it will inform Qualiphar, within 15 days of its determination, of any delay in payment or, more generally, of any failure, voluntary or otherwise, to comply with tax or social security.

The supplier shall indemnify and hold Qualiphar harmless from and against any (re)claims, claims or penalties of third parties, including the government authorities as well as its appointees, employees or executive agents and their appointees, employees or executive agents, resulting from non-compliance with the tax or social law obligations as well as any other claims of the aforementioned persons. Any sum owed by the supplier on this account shall, at Qualiphar's option, be refunded by the supplier to Qualiphar or deducted by Qualiphar from the sums allegedly owed by Qualiphar to the supplier.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The supplier shall, subject to Qualiphar's prior written consent, keep strictly confidential any information to which, as a result of the preliminary discussions on, negotiation of or execution of the Agreement, Qualiphar or its affiliates has had or will have access to, from or communicated by Qualiphar or its affiliates, which is of a commercial, technical operational, financial or any other nature and the possession of which constitutes a competitive advantage and/or the disclosure of which to third parties causes prejudice to Qualiphar (hereinafter the "Confidential Information"), shall be kept strictly confidential, and this whether or not the information in question was expressly designated as confidential by Qualiphar. Shall be considered, inter alia, but not exclusively, as Confidential Information (i) any information or matter protected for the

benefit of Qualiphar by or relating to intellectual or industrial property rights, of whatever nature, whether filed, registered or not, and including but not limited to, patents, copyrights, know-how, trade secrets, trademarks, (ii) any information relating to trade secrets, strategic plans, customer lists, commercial, organizational and technical methods, the know-how and the R&D activities and projects of Qualiphar as well as the information regarding formulas, specifications, records, software, manuals, reports, minutes of a meeting, diaries, accounts, commercial, written or oral data, databases, directories and all this both in terms of business methods, processes, systems or techniques, including the functioning of the IT systems and of their protection, encryption mechanisms and security procedures and systems and (iii) any information that is usually considered confidential in the sector in which Qualiphar operates.

Supplier shall, for a period of five (5) years after receipt, (i) keep Confidential Information confidential, (ii) use it solely for the purpose of performance of the Agreement, (iii) not publish, disclose and/or communicate it to third parties, (iv) protect it from unauthorized access and take measures at least as protective as those it takes to protect its own Confidential Information, (v) return to Qualiphar, including all copies thereof, upon first request and no later than at the end of the Agreement and (vi) if it is required by law to disclose Confidential Information to a third party, promptly notify Qualiphar to allow it to take protective measures or pursue legal remedies.

16. MISCELLANEOUS

The supplier is not permitted to transfer the Agreement or its obligations under the Agreement, in whole or in part, to a third party or to have the Agreement performed by third parties without Qualiphar's prior express

written consent. Should Qualiphar grant such consent, the supplier shall remain liable to Qualiphar for the entire performance of the Agreement and the provisions of the Agreement shall remain in full force and effect.

If any provision of these Terms or of the Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof, which shall remain in effect. The invalid or unenforceable provision shall be deemed superseded by an alternative valid and enforceable provision that is as close to its original intent as is permitted under applicable law.

At all times during the term of the Agreement, the parties will act as independent parties. The (performance of) the Agreement shall not be construed as being a commercial agency, nor a joint venture or partnership. The supplier will not have the right to act in the name and/or on behalf of Qualiphar.

The election of one or more remedies shall not constitute a waiver of the right to pursue other remedies. No failure or delay to exercise any right in connection with the Terms or the Agreement shall constitute a waiver of such right.

17. JURISDICTION AND APPLICABLE LAW

The Conditions, an Order and the Agreement are governed exclusively by Belgian law. Any dispute relating to the Terms, an Order and the Agreement shall belong exclusively to the jurisdiction of the courts of Qualiphar's registered office at the time of the initiation of the procedure, which the supplier accepts as the only competent jurisdictions.