

Delivery Terms and Conditions SoliPharma B.V.

Article 1 Definitions:

Supplier: SoliPharma B.V. at Oudenbosch (Netherlands) (KVK nr. 20098671 (Chamber of Commerce no.)) or her successor in title.

Customer: any natural or legal person with whom Supplier concluded a Contract for the delivery of Products and/or Services.

Contract: any Contract between Supplier and Customer, including any additional agreements.

Order: a written or oral order placed by Customer with Supplier for the delivery of Products and or Services.

Products: goods, which are delivered by Supplier to Customer on the basis of the Contract.

Services: services to be provided on the basis of the Contract.

Article 2 General:

These terms and conditions are applicable to the contract and to other legal relationships between Supplier and Customer. In case of a conflict between or lack of clarity regarding translations of the text of these conditions, the text of the terms and conditions as laid down in Dutch always takes precedence.

Article 3 Offer, conclusion of Contracts and specifications of Products:

An offer is valid up to and including 2 months after its date. A Contract arises after Customer has accepted an offer and Supplier has confirmed the Order in writing. An indication of price does not constitute an offer and does not place Supplier under any obligation. All specifications of Products are provided by Supplier with care; deviations from specifications will be agreed via written Change Control procedure. Customer shall always provide Supplier timely, completely and correctly with all information and/or materials necessary for the execution of the Contract.

Article 4 Advice:

Even though Supplier gives advice with the utmost care, Customer cannot derive any rights from advice, recommendations and/or other information regarding the (make-up of) Products or their specifications, ingredients, requisite additives, and/or the use thereof.

Article 5 Prices:

All prices are shown in euro and excluding VAT, and may include shipping costs and import and export duties, depending on the Incoterms agreed upon. Prices listed in price lists provided by Supplier are valid until the dates mentioned therein.

Article 6 Payment:

Customer will pay Supplier the invoiced amount within the agreed term. This term is a final term.

Once the final day of the term for payment has passed, Customer is automatically in default and the legal (commercial) interest shall be invoiced. Customer is not allowed to suspend his obligation to pay and invoices must be paid without deductions, withholding, or set-offs. If at any time Supplier has doubts concerning the Customer's creditworthiness, Supplier is entitled, before performing the contract, to demand payment in advance and/or (additional) security.

Article 7 Delivery and risk:

The terms for delivery as indicated by Supplier are not final terms. If the term for delivery is exceeded, Customer is not entitled to damages. Supplier is entitled to deliver in parts and to invoice accordingly. The Incoterms agreed upon determine when the risk regarding the Products shifts to Customer. A maximum of 5% deviation of the amount of Products ordered is allowed. Customer is obliged to purchase the surplus and accept the lesser amount. If Customer does not purchase the Products and/or Services in time, then he or she is in default without a formal notice to pay or perform. In such a case, supplier is entitled to store the Products and Customer shall assume the expense and the risk. Customer remains obligated to pay the purchase price as well as interest and costs.

Article 8 Retention of title:

Supplier retains title to Products that have been delivered until the moment that Customer has fully met his or her obligations (to pay) under the Contract, all agreements comparable thereto, and/or the damages, interest and costs owed as a result of non-performance of the Contract. As long as the amount owed to Supplier has not been fully paid, Supplier is entitled to retrieve the Products and Customer shall then be obligated to provide Supplier with access to the locations of the Products. Customer shall immediately inform Supplier in writing when third parties are considering or going to seize the Products, or if Supplier's bankruptcy has been filed for or Supplier has filed a request for judicial administration.

Article 9 Force majeure:

In case of a situation of force majeure, Supplier shall notify Customer as soon as possible. Performance of Supplier's obligations will be suspended for the duration of the situation of force majeure. In case this situation lasts longer than 7 days, both parties are entitled to dissolve the Contract partly or fully. This right, however, exclusively concerns that part of the Contract, which has not yet been performed.

Article 10 Inspection and deficiencies:

Customer is obligated to inspect the Products delivered (including their packaging) immediately after receipt and the Services provided immediately after performance of the activities for any deficiencies. Visible deficiencies must be notified to Supplier in writing within 48 hours after

receipt of the Products. Deficiencies, which could not reasonably have been discovered within this timeframe, must be notified in writing immediately upon discovery and no later than 2 months after receipt. If a deficiency has been discovered, Customer is obligated immediately to seize the processing or any other use of the Products concerned. Customer shall provide any and all cooperation necessary to investigate the complaint as requested by Supplier and does not have a right to reclaim as long as Supplier has been unable to examine the complaint.

Article 11 Recalls:

Parties shall inform each other immediately as soon as one of them becomes aware of possible (safety) risks relating to the Products. Customer will not recall any Products without first consulting Supplier. Supplier is in no case obliged to pay Customer damages and/or costs in case of a recall, unless Customer can show that the recall is necessary as a result of a deficiency in Supplier's performance of the obligations arising from the Contract, said deficiency being attributable to Supplier, in which case Article 13 below shall apply mutatis mutandis to Supplier's liability.

Article 12 Guarantee:

Supplier ensures vis-à-vis Customer that Products meet the agreed upon specifications upon delivery. Customer remains exclusively responsible for the stability of the Products as long as Customer has not ordered Supplier to conduct a stability investigation. If it is shown in a timely manner that the delivered Products do not meet the agreed upon specifications, Supplier only has the choice either to redeliver, free of charge, the faulty Products or Services, or to offer a discount on the purchase price, after which Supplier shall be completely freed of her guarantee duties and shall not be obligated to pay any additional compensation or damages. Customer is not entitled to any guarantee in case of 1) incompetent or improper use/storage of the Products, 2) processing, mixing or manufacturing of the Products by Customer or a third party, 3) any acts by Customer contrary to Supplier's instructions or advice.

Article 13 Liability and indemnity:

Supplier is only liable for direct damage to Customer if that damage was caused intentionally or by gross negligence of Supplier or his executive personnel. Supplier is never liable for indirect damage (including but not limited to consequential damage, lost profit, and claims by third parties) to Customer or to third parties, nor for damage (direct and/or indirect) resulting from a) incompetent or inaccurate use and/or storage of the Products by Customer, b) errors or omissions in the information provided by Supplier, c) manufacturing of the Products by Customer, and d) advice given by Supplier to Customer as referred to in article 4, unless Supplier giving advice is part of the Contract and

these activities are performed for payment. In all cases, damages are limited to an amount equal to the invoice value of that part of the Contract, which the liability applies to. Customer indemnifies Supplier against any and all claims by third parties, no matter on what grounds.

Article 14 Confidentiality:

All information of which parties know or ought to know that this information is confidential shall be treated confidentially, remains owned by the party that provided it, and shall not be shared with third parties without permission of the providing party. It is not allowed to use confidential information without permission of the providing party. The obligation of confidentiality also applies to parties' employees. A violation of this obligation by an employee will be seen as a violation by that party him- or herself. The obligation of confidentiality lasts for an indefinite period of time after the Contract has come to an end. In case parties have concluded a confidentiality agreement separately before conclusion of the Contract, this article applies as an add-on to that agreement.

Article 15 Default and dissolution:

If Customer does not meet any obligation resulting from the Contract or these terms and conditions properly, or not within the set terms or otherwise in a timely manner, Customer is automatically in default and Supplier is entitled, without a formal notice to pay or perform and without judicial intervention, to suspend performance of the Contract until sufficient security has been provided and/or to wholly or partly dissolve the Contract. In the case of judicial administration, bankruptcy, or liquidation of Customer's company, all Contracts with Customer shall be dissolved ipso iure.

Article 16 Applicable law and disputes:

Dutch law applies to these terms and conditions and all Contracts. Applicability of the Vienna Sales Convention 1980 (CISG 1980) is excluded. The court that has jurisdiction is the first instance court (Rechtbank) Zeeland-West Brabant, location Breda (Netherlands). This court has exclusive jurisdiction to hear any and all disputes between parties, unless this contravenes mandatory law. Supplier may deviate from this rule of jurisdiction and apply the legal rules on jurisdiction.

These terms and conditions have been deposited with the Dutch Chamber of Commerce in 06-2019 under no. 20098571.