

GENERAL PURCHASING CONDITIONS

1. SCOPE OF APPLICATION

- 1.1 These General Purchasing Conditions ("**GPC**") shall apply to the purchase of any materials, equipment, spare parts, products, chemicals, substances, raw materials, components, software and any services ("**Goods**") offered or provided by suppliers ("**Sellers**"). These GPC further apply to all requests made by the Buyer for quotations, to any offers made by the Sellers and are an integral part of any order ("**Order**") placed by the Buyer with the Sellers.
- 1.2 For the purpose of these GPC, "**Buyer**" means Henogen SA and/or any company directly or indirectly controlled by Henogen SA, where control means the power to direct or cause the direction of the management of such entity, whether by contract, through the by-laws or otherwise.
- 1.3 No terms and conditions other than these GPC, the terms and conditions of the Order and any and all documents incorporated therein by reference shall be binding upon the Buyer unless expressly accepted in writing. No terms and conditions contained in order confirmations, offers or any other document issued by the Sellers shall be binding on the Buyer, even if they have not been expressly rejected by the Buyer.
- 1.4 No Order, amendment thereof, or a complement thereto shall be binding on the Buyer unless expressly accepted in writing by the Buyer.
- 1.5 If individual terms of these GPC cannot be applied for any reason whatsoever, all other terms and conditions of these GPC will remain unaffected.
- 1.6 Special provisions of an Order, specific terms agreed in writing by the Buyer and the Sellers, and any and all documents expressly incorporated therein, which may be in contradiction with these GPC, shall prevail over the corresponding GPC provisions.

2. PRICES – QUOTATION - CONDITIONS OF PAYMENT – INVOICING

- 2.1 Unless otherwise agreed by the Buyer, the Sellers' offers and price quotations shall be binding for at least ninety (90) days following their receipt by the Buyer.
- 2.2 All Order prices shall be fixed, firm and not subject to revision. These prices are inclusive of all taxes (VAT excepted), contributions, insurances and all other costs incurred by the Sellers in performing the Order up to and including Goods' delivery at the final location indicated by the Buyer, of all packing, protecting, lashing materials and of all necessary documents, accessories, devices and/or appropriate tools in view of a complete and functional use and maintenance of the Goods, and include all payments for the use of any intellectual property rights, including those of third parties.
- 2.3 After each delivery of Goods pursuant to an Order, the Sellers shall send duplicate invoices established in accordance with all legal requirements (and the Buyer's requirements if any), and which shall show the Buyer's Order number and date, the Sellers' references, the relevant stage of contractual performance at which a down payment may be invoiced. Such invoices shall further specify the amount of any down payment or balance requested. No invoice shall relate to more than one Order.
- 2.4 Unless otherwise agreed, duly issued invoices shall be paid within sixty (60) days from the date of their issue by the Buyer. However, the Buyer shall be entitled to withhold payment if the Sellers fail to meet the requirements of the Order. In this case the Sellers shall have no claim for interest (even on a portion of the price), penalties or any other compensation.
- 2.5 The absence of an express rejection of an invoice shall not constitute acceptance thereof. Payment of an invoice by the Buyer shall not constitute acceptance of any Goods ordered or delivered. Acceptance of the Goods by the Buyer, to be valid, must be express and clear.
- 2.6 If the Buyer agrees to the payment on account for the benefit of the Sellers, then the Sellers shall issue a first demand guaranty of the same amount for the benefit of the Buyer.

3. QUALITY

- 3.1 For the proper performance of Orders, the Sellers shall (i) define and apply quality assurance programs and (ii) conduct all necessary quality investigations and tests. The Sellers shall keep the Buyer fully informed of the results of such investigations and tests.
- 3.2 All requirements mentioned in the Buyer's quality systems are to be considered as conditions of the Order itself. The Sellers shall have an established and implemented quality system. The Buyer or its representative shall have the right to undertake quality audits and verifications of the Sellers' quality system and/or those of the Sellers' subcontractors.
- 3.3 The Sellers accept any liability with respect to any adverse effect arising from his action or inaction in respect of quality.

4. SAFETY - ENVIRONMENT

- 4.1 Before making any offer or quotation, the Sellers will (i) provide the Buyer with all necessary advice and information relating to the proposed Goods, (ii) inform the Buyer on standards customs, hazardous risks, rules and legal standards applicable to the Goods.
- 4.2 The Sellers shall inform the Buyer of any necessary information in the areas of security, safety or the environment that relates to the Goods and/or their processing, handling or use. Should the Sellers commit a breach relating to safety, health or environmental obligations, the Buyer will be entitled to terminate any Order, and the Sellers will bear all expense and liability arising from the breach and/or from the termination of the Order(s).
- 4.3 The Sellers accept any liability with respect to any adverse effect arising from his action or inaction in respect of safety, security and environment, the Sellers acknowledging his full liability in event of the exercise of the Buyer's right to cancel the concerned Order.

5. DELIVERY – PACKAGING – TRANSPORTATION - TRANSFER OF TITLE - TRANSFER OF RISK

- 5.1 Unless otherwise agreed, all Goods shall be sold pursuant to the DDP Incoterm (in accordance with the ICC's most recent edition at the time of the Order), unloaded at the final location indicated by the Buyer (the "**DELIVERY**"). If no specific place of delivery is specified, Delivery can be made only at the place where the Buyer usually takes delivery.
- 5.2 Before Delivery, the Sellers shall inspect the Goods for compliance with Order specifications, quality, weight, and physical dimensions, as well as for any damage to the Goods or their packaging. The Goods shall be packed in order not to be damaged during transportation or handling. 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, and all markings required for proper assembly. Sling and handling points shall be provided with the Goods. If the Sellers require the use of the Buyer's lifting equipment or employees at the place of delivery, the Buyer will need to receive at least twenty-four hours (24h) prior notice. The use of the Buyer's lifting equipment at the place of delivery shall be at the Sellers' sole risk. Packaging materials and methods will be selected by the Sellers to minimize cost of usage and to meet the following objectives: protection, safekeeping, recyclability, and energy saving.
- 5.3 Transportation: The Sellers shall take all measures necessary to perform proper transportation of the Goods by all appropriate means and using all appropriate equipment, or subcontractors where necessary. The Sellers shall organize transportation of the Goods to the place of Delivery in a manner designed to avoid (i) any damage to the Goods, and (ii) any difficulty in loading and unloading the Goods.
- 5.4 Delivery times set out in the Order shall be considered as of the essence of the Order. The Buyer is entitled to cancel any Order if not performed in the specified time frame. Buyer reserves its right to refuse partial or early deliveries, and in such case, may return the Goods or to store them at the Sellers' costs and risks. The Sellers shall immediately notify the Buyer (with confirmation in writing) of any delay and simultaneously provide all information concerning the reason and/or extent of the delay, as

well as details relating to the efforts the Sellers intend to make in order to avoid delay in Delivery. In the event of a late Delivery, the Buyer shall be entitled, without prejudice to any other remedies, to invoice penalties for late delivery in the amount of one (1) % of the Order value for each full week of delay, not to exceed a maximum of ten (10)% of the Order value. Such liquidated damages shall be without prejudice to Buyer's rights to claim for damages related to other aspects of the Seller's performance.

5.5 TITLE TO THE GOODS AND RISKS ASSOCIATED THEREWITH ARE TRANSFERRED WHEN THE GOODS, ARE DELIVERED BY THE SELLER AND ACCEPTED BY THE BUYER, EVEN IF THE PRICE OF THESE GOODS HAS NOT BEEN FULLY PAID.

6. ACCEPTANCE – INSPECTION

6.1 Without prejudice to the terms of Section 5.2, the Buyer reserves its right to verify the progress and proper performance of the Order and to conduct any quality audits, investigations and testing it deems advisable. The Sellers shall provide the Buyer free access to its workshops at working time.

6.2 The simple transfer of control of the Goods to the Buyer cannot be regarded as acceptance.

6.3 In the event of refusal of all or part of any Delivery, the rejected Goods can be stored and/or shipped back by the Buyer at the Sellers' expenses and risks.

7. TECHNICAL DOCUMENTATION·- OPERATING AND MAINTENANCE MANUALS

The Sellers 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 and any other supporting documentation. Unless otherwise specified in the Order, the delivery of software or of Goods including software will include, for maintenance and/or adaptability reasons, all source and object codes relating to it. Such technical documentation, or any special tools in relation to Orders remain the property of the Buyer and shall be considered as integral part of the Goods in the meaning of these GPC.

8. CHANGE IN APPLICABLE REGULATIONS

8.1 The Sellers are aware that the supply and/or the production of the Goods may be subject to laws and regulations which may change in the near future in particular as a result of application of (i) European "REACH" regulation (Directive 2006/1907/EC) and of (ii) the provisions of the Environmental Administration of New Chemical Substances of the revised Order n°7 of the Ministry of Environmental Protection (MEP) of China released ("China REACH").

8.2 This change in laws or regulations allows in no case the Sellers to make the Buyer bear the setting up cost of the new laws or regulations.

8.3 No change of laws or regulations cannot justify any revision of the price set in the Order.

9. WARRANTY – LIABILITY

9.1 The Sellers warrant that the Goods are in conformity with all agreed specifications and requirements of the Order (including performance requirements), are "state of the art" and fit for the purposes intended by the Buyer, and are complying with the current Good Manufacturing Practices when so requested by the Buyer. The Sellers further warrant 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 Sellers' catalogues, brochures, sales literature and quality systems shall be binding on the Sellers. The Sellers warrant the adequacy of the technical specifications of the Order to meet the specific needs of the Buyer, and the Sellers acknowledge having examined those specifications thoroughly.

9.2 Unless otherwise agreed in the Order, the Sellers warrant due performance of the Goods for a period of two (2) years after they are put into service. Claims made under this warranty shall suspend the

warranty period until the Sellers have remedied the default, and the warranty period will be extended accordingly.

- 9.3 If any Goods are found at any time not in conformity with all agreed specifications and requirements of the Order, the Buyer shall have the option, by written notice sent to the Sellers, at its sole discretion: (a) to terminate the concerned Order according to the provisions of Section 13; or (b) to accept such Goods with a reduction in price; or (c) to reject the non-conforming Goods and require Delivery of replacement Goods or the making of necessary repairs, at the Sellers' sole costs and expenses, without prejudice to the application of Section 5.4. In the event of rejected Goods, the rejected Goods shall be stored and/or shipped back by the Buyer at the Sellers' expenses and risks.
- 9.4 If the Sellers fail to deliver suitable replacements or make repairs promptly, the Buyer shall be entitled to replace or repair such Goods through an alternative supplier and recover all related costs from the Sellers.
- 9.5 THE SELLERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND CONSEQUENTIAL LOSSES AND DAMAGES, INCLUDING LOSS OF PROFITS, INCURRED BY THE BUYER AS A RESULT OF ANY DELAYS IN DELIVERY, ANY DEFECTS IN THE GOODS OR ANY OTHER DEFICIENCIES IN THE SELLERS' PERFORMANCE.
- 9.6 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.
- 9.7 No inspection, approval or acceptance of the Goods by the Buyer shall relieve the Sellers from their liability and responsibility for the defects or any other failures of the Goods.
- 9.8 The Sellers warrant to supply the Goods, and spare parts or components thereof for repair, maintenance or extensions, for a period of five (5) years from the date of the Order, and further warrant that production or distribution of these Goods will not be suspended or terminated during this period of time. If the Sellers decide to stop production of all or part of the Goods, Sellers shall inform the Buyer of this fact at least one (1) year in advance in order to allow the Buyer to place additional Orders to purchase these Goods.
- 9.9 With regard to chemicals supplied under the Order within or into the European Union, Seller herewith confirms that it is fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). To the extent that any Goods or any of its substances fall within the scope of REACH, Seller confirms and represents that the Goods or any of its substances, are fully compliant with the requirements of REACH. Supplier will provide the (pre-) registration number(s) to Buyer. To the extent Goods or any of its substances fall within the scope of other chemical control regulations, Seller confirms and represents that the Goods or any of its substances, are fully compliant with these regulations.
- 9.10 The Sellers represent, warrant and undertake that they:
- (i) shall perform their agreement(s) with the Buyer and operate their business in compliance with all applicable laws and regulations, including those relating to fair competition;
 - (ii) shall perform their agreement(s) with the Buyer and operate their business in compliance with ethical standards consistent with those of the Buyer, as communicated by the Buyer;
 - (iii) shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 or the US Foreign Corrupt Practices Act and procure that its suppliers, sub-contractors and agents shall do the same;
 - (iv) shall cause their suppliers and sub-contractors to operate their business in compliance with all applicable laws and regulations and in a manner consistent with the above-mentioned ethical standards.

The Sellers agree that any material breach or violation of the above representations, warranties, and undertakings shall be regarded as a major breach of the agreement(s) between the Sellers and the Buyer and give the Buyer the right to terminate such agreement(s).

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Sellers warrant that neither the Goods nor its rights and duties arising from any Order will infringe upon or violate any trademarks, patents, copyright or other intellectual property rights of third parties. The Sellers shall indemnify and hold the 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. The Sellers shall, at their own expense, if so requested by the Buyer, defend all such claims, proceedings and suits between third parties and the Buyer.

10.2 In the event the Goods become the subject of actions or claims for infringement of intellectual property rights, the Sellers shall either obtain as soon as possible the right for the Buyer to use the Goods or modify or replace the Goods so that the infringement ends. Modification or replacement of the Goods shall never result in a decrease or reduction of the functionality or fitness of the Goods for the Buyer. If the Sellers fail to carry out their duties as set out herein, the Buyer shall be entitled to take any action it deems necessary to recover the costs of the Goods and to obtain compensation for loss of business suffered from the Sellers.

10.3 Unless otherwise agreed in the Order, patentable inventions and protectable creations as well as all results, arising from the performance of any Order, shall belong to the Buyer unless the Sellers establish that they arise from their sole inventive capacity and that they were developed independently of an Order.

11. NON-DISCLOSURE - PROPRIETARY RIGHTS

11.1 All written or verbal information supplied by the Buyer to the Sellers regarding the Buyer's know-how, specifications, procedures, needs and all technical information, documents and data shall be treated as confidential and shall not be disclosed to third parties without the Buyer's prior written consent during at least ten (10) years following the date of disclosure to the Sellers. Such information shall be exclusively used for the performance of the concerned Order, or for the purpose(s) of preparing offers or quotations.

11.2 The rights of ownership and copyrights in any designs, drawings, samples and other documents delivered to the Sellers by the Buyer remain the property of the Buyer. Such proprietary information shall not be duplicated or disclosed to third parties at any time without the Buyer's prior written consent.

12. FORCE MAJEURE

12.1 The party affected by an event of Force Majeure shall immediately notify the other party (with confirmation in writing) of the said event and furnish all relevant information and proof relating thereto, and particularly relating to the period of time for which its performance may be delayed. Strikes affecting the Sellers, shortage of supplies, delays of subcontractors, public transportation or events of similar types affecting the Sellers shall not be considered as events of Force Majeure.

12.2 If a case of Force Majeure affects the Sellers, the Buyer shall be entitled at its sole choice (a) to agree with the Sellers on an extension of time for Delivery or (b) to terminate the Order or any part thereof, without further obligation or liability, and request the reimbursement of any sums already paid relating to the terminated part of the Order.

12.3 The price for shipments previously delivered remains due only if they may be fully used by the Buyer notwithstanding the subsequent failure to deliver the rest of the Order. Any excess amount paid as an advance by the Buyer shall be refunded by the Sellers.

12.4 Equipment breakdowns, shortage of materials, or any other cause beyond the reasonable control of the Buyer preventing the use of the ordered Goods or reducing the needs of the Buyer in the Goods shall entitle the Buyer at its sole choice to suspend or postpone Delivery of the ordered Goods or to terminate in whole or in part the Order without any further obligation and/or liability.

13. TERMINATION – RETRACTION

13.1 The Buyer shall always be entitled, even though the Sellers are not in any breach of any obligation, to suspend the performance of an Order for a period determined by the Buyer. The Buyer can also, within seven (7) calendar days following an Order, and after written information given to the Seller, put an end to all or part of any such Order. In no event shall the Sellers be entitled to indemnification for incidental or consequential damages or loss of profits.

- 13.2 If the Sellers fail to comply with any term or condition of an Order, the Buyer shall be entitled, by written notice sent to the Sellers and without prejudice to any other remedy, to terminate immediately such Order in whole or in part without any further liability or obligation. The Buyer shall further be entitled to recover from the Sellers all moneys paid by the Buyer in respect thereof, any additional costs incurred in procuring replacement Goods from an alternative supplier, and indemnification for losses or damages incurred by the Buyer as the result of any late or non-performance by the Sellers. The same shall apply in case the Sellers fail to make progress in producing or assembling the Goods so as to endanger the timely performance of the concerned Order in accordance with its terms.
- 13.3 The Buyer is entitled to terminate the Order without any further obligation or liability if the Buyer has one or several objective reasons to believe that the Sellers will be unable to execute its obligations.

14. INSURANCE

The Sellers shall take and maintain in force all insurance policies necessary to cover all its liabilities. The Sellers agree to provide the Buyer with its certificates of insurance rapidly after the Buyer's request.

15. SUBCONTRACTING

If the Sellers are authorized by the Buyer to sub-contract all or part of its obligations to third parties, such sub-contracting shall be at its sole expense and under its sole liability. The Sellers shall inform all sub-contractors of the provisions of these GPC as well as those of the Order, and shall provide them with all information regarding the Buyer's requirements, especially in respect of safety rules. The Buyer reserves its right to refuse any of the Sellers' sub-contractors that are not in compliance with these conditions.

16. LANGUAGE

In the event of any conflict between the English text of these GPC and any translation into other language, the English text shall prevail.

17. ASSIGNMENT

The Sellers shall not assign any Order, any rights under any Order or any receivables due from the Buyer without the prior written consent of the Buyer.

18. JURISDICTION - APPLICABLE LAW

- 18.1 ANY ORDER SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF BELGIUM. THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OF 1980 SHALL NOT BE APPLICABLE.
- 18.2 ANY AND ALL DISPUTES ARISING IN CONNECTION WITH THE ORDER SHALL BE EXCLUSIVELY SETTLED BY THE COMPETENT COURT(S) OF BELGIUM. HOWEVER, THE BUYER RESERVES THE EXCLUSIVE RIGHT TO BRING ANY DISPUTE INVOLVING THE SELLERS BEFORE THE COURTS OF SELLER'S JURISDICTION OF INCORPORATION.