

DEVYSER BV/SRL

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

1.1 The meaning of the following words shall be as set out below and shall apply wherever used in the Contract:

Contract means each binding agreement for the supply of the Products between Devyser and the Purchaser;

Devyser means Devyser BV/SRL registered in Belgium with company number 0783.330.626, and registered office at Square de Meeûs 37, B-1000 Brussels;

Devyser's Group means Devyser and its ultimate holding company and any direct or indirect subsidiary undertaking of such holding company;

Governing Law means the law governing the Contract and these Terms according to clause 16;

Financial Distress Event means where Devyser concludes in its discretion that: (i) the financial position of the Purchaser has deteriorated to such an extent that its ability to pay for the Products or otherwise comply with the terms of any Contract is put in jeopardy; or (ii) the Purchaser has no realistic prospect of avoiding an Insolvency Event;

Insolvency Event means any corporate action, application, order, proceeding or appointment or other step is taken or made by or in respect of either Party for any composition, compromise, controlled management, or arrangement with any of its creditors, any restructuring plan, any moratorium, its dissolution, administration or bankruptcy or any similar procedure affecting the rights of creditors generally;

Party or Parties mean(s) Devyser or/and Purchaser;

Products means the goods described in the Contract;

Purchaser means the person whose order for the Products is accepted by Devyser.

Terms mean these Terms and Conditions of Sale.

1.2 References to legislation shall be construed to include references to future re-enactments and modifications from time to time.

1.3 Headings to clauses shall not affect their meaning.

1.4 Words and phrases like "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words.

2. CONTRACTS

2.1 These Terms shall apply to all Contracts.

2.2 By signing a purchase order for a purchase with Devyser, the Purchaser acknowledges that the order is considered as final and irrevocable. The Purchaser has no right of withdrawal.

2.3 No order of the Purchaser shall be binding and no Contract shall arise until the Purchaser's order is expressly accepted by Devyser in writing.

2.4 Unless otherwise agreed by the Parties, each Contract shall comprise these Terms, any attached terms, Devyser's quote and any additional terms that are agreed as applicable.

2.5 These Terms shall apply in the version in effect at the time of the conclusion of each Contract provided to the Purchaser.

2.6 If any Contract contains provisions which conflict with these Terms, those provisions of the Contract will prevail to that extent, except that nothing shall prevail over the exclusions and limitations of the Parties' liability in these Terms, unless the provision expressly refers to those exclusions and states that it prevails over them.

3. PAYMENT

3.1 The price of the Products shall be as agreed or, if not so agreed, Devyser's published price list current at the date of the Contract shall apply.

3.2 If additional charges cannot be estimated in advance, Devyser informs the Purchaser that additional charges may be incurred.

3.3 The price and other sums payable shall be exclusive of any applicable VAT or other taxes and duties, which shall be payable in addition. All payments shall be made in EUR (€) unless otherwise agreed by the Parties in writing.

3.4 Payment shall be due without any set off, withholding, deduction, abatement or counterclaim no later than thirty calendar days after the date of the invoice to the bank account stated in that invoice, regardless of whether ownership of the Products has passed to the Purchaser. Any complaint about an invoice must be submitted, in writing, within eight days of receipt.

3.5 All bank charges arising in connection with the Purchaser's payment in accordance with clause 3.4 shall be borne by the Purchaser.

3.6 Where Devyser undertakes to arrange for carriage it shall do so as agent for the Purchaser and the Purchaser shall be responsible for all charges and expenses incurred, including carriage and delivery charges, transit insurance and customs duties.

3.7 In the event of late payment, Devyser shall be entitled, as from the day following the payment due date, to charge interest on the sums due at a rate of 10% per year without any further notice of default or reminder (in accordance with the Belgian Law of 2 August 2002 on combatting late payment in commercial transactions) and the Luxembourg Law of 18 April 2004 on payment deadlines and late-payment interests; and Section 11 of the Dutch Civil Code.

3.8 Should Devyser, after expiration of four months from the date of the conclusion of the Contract, increase or reduce

its prices due to external factors (e.g., raw materials price increase), the prices of the price list in effect on the delivery date shall apply.

4. DELIVERY AND ACCEPTANCE

- 4.1 Delivery shall be made ex works (INCOTERMS 2020).
- 4.2 Devyser shall make reasonable endeavours to deliver the Products by the time limit provided for in the Contract.
- 4.3 If delivery is prevented or impeded due to a circumstance specified in clause 10 or by the Purchaser's action or negligence, the time of delivery stated in Devyser's order confirmation shall be extended accordingly.
- 4.4 If Devyser has not delivered the Products within the agreed or extended time, the Purchaser shall be entitled to terminate the Contract, in writing, in respect of those Products provided that the delay is of substantial importance to it and that Devyser has realised or should have realised this.

5. RISK, PROPERTY, SUSPENSION, CANCELLATION

- 5.1 Risk of loss or damage to the Products shall pass to the Purchaser at the time of delivery of the Products to the carrier.
- 5.2 Devyser will still own the Products, regardless of delivery, until the Purchaser has paid Devyser in full for those Products and VAT thereon, and for all other contractual deliveries and damages due to contract breach which are due from the Purchaser at that time. Devyser may attribute money received from the Purchaser as being payment for any Products, provided that it informs the Purchaser in writing.
- 5.3 Either Party shall be entitled, by immediate notice to the other Party, to terminate the Contract if the other Party commits a serious or repeated breach of contract.
- 5.4 If the Purchaser suffers an Insolvency Event, suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or is overdue in any payment due or a Financial Distress Event occurs, all sums shall become immediately due and payable and Devyser may, by immediate notice to the Purchaser, terminate the Contract, suspend or cancel any deliveries and/or terminate the Purchaser's right (if still subsisting) to use or resell the Products still owned by Devyser, and Devyser shall be entitled upon demand to the immediate recovery of all those Products.

6. LEGAL COMPLIANCE, PRODUCT RECALL AND FIELD SAFETY CORRECTIVE ACTION

- 6.1 The Purchaser shall, at its own expense, comply with all laws, regulations and/or industry relevant codes in force from time to time applicable to the Products, their purchase, handling, use or onward sale.
- 6.2 If Devyser discovers a defect in the Products, the Purchaser shall immediately upon Devyser's request suspend sales of the Products and comply with any product recall operation initiated by Devyser. The Purchaser shall not itself instigate any product recall without first consulting with Devyser, except in the case of emergency. The Purchaser shall assist Devyser in disseminating any information required by Devyser to third parties (including competent administrations) and/or the public and implementing any risk-reducing actions relating to a defective Product. The Purchaser

shall further assist Devyser in disseminating to third parties (including competent administrations) and/or to the public information related to any field safety corrective actions decided by Devyser.

7. COMPLAINT AND INCIDENT HANDLING

- 7.1 The Purchaser shall, immediately and without delay, report to Devyser:
 - 7.1.1 any complaints from end-users, administration or trade or consumer protection organisation or bodies relating to the Products;
 - 7.1.2 any malfunction or deterioration in the characteristics and/or performance of the Products; and/or
 - 7.1.3 any inadequacy in the labelling or the instructions for use of the Products.

8. QUALITY, WARRANTIES, EXCLUSIONS ON LIABILITY

- 8.1 Devyser shall have no liability in respect of any warranties, including implied warranties, other than those which are expressly set out in these Terms. Devyser warrants that the Products shall comply with any written specification for the Products provided by Devyser to the Purchaser.
- 8.2 The sole and exclusive remedy of the Purchaser for any breach of warranty and all other performance under or pursuant to delivery from Devyser shall be limited to cancellation of the purchase order and shall in no event include any damages whatsoever.
- 8.3 Subject to clause 8.4 and Devyser's prior written authorisation, the Purchaser's sole and exclusive remedy for defective Products shall be replacement of the Products at no additional charge and shall in no event include any damages whatsoever. Any defective Product shall be returned to Devyser at the Purchaser's cost and risk and any replacement Product shall be forwarded to the Purchaser at Devyser's cost and risk.
- 8.4 Devyser shall have no liability in respect of:
 - 8.4.1 Products or parts thereof which have been subject to misuse, neglect or modification or which have not been transported, stored or used in accordance with Devyser's instructions and manuals; or
 - 8.4.2 Products for which the defects were not reported to Devyser by the Purchaser at the earlier of: (a) fifteen days from the date the defect was, or should have been, detected; and (b) one year from the date of delivery of the Products; and
 - 8.4.3 Any claim not falling under clauses 8.4.1 and 8.4.2 above, unless made with reasonable details in writing to Devyser without unreasonable delay and in any event no later than two years from the date of delivery of the Products and subject to the exclusion of clause 8.5.
- 8.5 By delivering a duly repaired or replaced Product to the Purchaser, Devyser shall be deemed to have fulfilled its obligations and shall not be liable, out of or in connection with the Contract and/or the supply of the Products, for any:
 - 8.5.1 direct loss or damage;
 - 8.5.2 indirect or consequential loss or damage; or
 - 8.5.3 claim arising out of a claim against the Purchaser by a third party.

- 8.6 The Parties agree that each of the sub-clauses in clause 8.5 constitute separate terms and the introductory wording of clause 8.5 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 8.5 or otherwise.
- 8.7 The exclusions and limitations of liability contained in these Terms and in the Contract shall not apply to the extent prohibited or limited by law and, in particular, nothing in the Contract shall affect liability for death or personal injury caused by negligence or for fraudulent misrepresentation or other fraud. Pecuniary damages shall be limited to compensating for injury resulting from grave negligence and wilful misconduct.
- 8.8 The Purchaser shall maintain adequate insurance, including product liability insurance, to cover its purchase, handling and use of the Products.

9. INTELLECTUAL PROPERTY

- 9.1 Notwithstanding any other provision of the Contract, all intellectual property rights, such as but not limited to know-how, trade secrets, patent rights, trademarks, trade names, design rights, copyright and any rights or property similar to any of the foregoing in any part of the world, whether registered or not, together with the right to apply for the registration of any such rights, and all rights or forms of protection having equivalent or similar effect, in any part of the world, relating to Devyser and its products ("Devyser IPRs") belong to Devyser and/or its licensors exclusively and the Purchaser shall have no rights in relation to them. If notwithstanding this, any Devyser IPRs are acquired by the Purchaser (including any new Devyser IPRs), the Purchaser hereby assigns all such Devyser IPRs to Devyser.

10. FORCE MAJEURE

- 10.1 Neither Party shall be in breach of its contractual obligations nor shall either Party incur any liability to the other if it is unable to comply with the Contract as a result of any unforeseeable circumstances beyond its reasonable control, including but not limited to industrial or labour disputes (whether or not involving employees of the Party), changes in laws and regulations or in the interpretation thereof, acts of authorities, war, blockades, riots, epidemics, pandemics, civil emergencies, major accidents, currency restrictions or failure or, in case it concerns Devyser, delays by Devyser's suppliers.
- 10.2 If such event persists for more than thirty calendar days, each Party will be entitled to terminate the Contract with immediate effect and without being liable in any way for loss, damage or expense arising (in)directly from this event, provided that a written termination notice is sent.

11. CONFIDENTIALITY

- 11.1 The existence and content of the Contract between the Parties shall be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 11.2 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, shall at all times be kept strictly confidential and may not be used for any other purpose

than the performance or enforcement of the Contract between the Parties, nor be disclosed to any third party without the prior written consent of the other Party.

- 11.3 The restrictions in this section shall not apply to information and knowledge:
- 12.3.1 to the extent reasonably necessary to be used or disclosed by a party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Contract between the Parties or to otherwise enforce its rights under the Contract;
 - 12.3.2 that was at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach of the Contract; or
 - 12.3.3 that a Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other marketplace.
- 11.4 Each Party shall refrain from disclosing the other Party's confidential information and trade secrets and from using such information or secrets other than for the performance of the Contract. The said obligations shall survive the Contract.

12. TRANSFERS AND SUB-DISTRIBUTORS

- 12.1 Devyser may perform any of its obligations or exercise any of its rights under the Contract itself or through any other member of Devyser's Group.
- 12.2 Neither Party shall be entitled to transfer the Contract to another party without having obtained the other Party's written approval.
- 12.3 Devyser may sub-contract any or all of its obligations under the Contract. Where Devyser appoints sub-contracts under this clause, for all purposes in connection with the Contract, their sales shall be deemed to be part of Devyser's sales.
- 12.4 The Purchaser may appoint a sub-distributor or intermediary or deal in any other manner with any of its rights or obligations under the Contract, provided that it obtained the prior written consent of Devyser. In such case, the Purchaser shall only do so by way of written agreement with the sub-distributor/intermediary, imposing the same obligations on the sub-distributor/intermediary as are imposed on the Purchaser under the Contract between the Parties.

13. ENTIRE AGREEMENT

- 13.1 The Parties acknowledge that they do not rely on, and shall have no remedy in respect of, any representation, whether negligent or not, of any person which is not expressly set out in the Contract, and they shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement, representation, warranty or other term which is expressly set out in the Contract.

14. SEVERABILITY

- 14.1 Each clause or term of these Terms and of the Contract constitutes a separate and independent provision. If any clause or term is found to be void, invalid or unenforceable, the remaining clauses and terms shall continue in full force and effect, to the fullest extent

permitted by the Governing Law. Parties agree to re-negotiate or replace the void, invalid or unenforceable clause(s) by a valid clause which corresponds to the greatest extent to the spirit and the intention of the Parties.

- 14.2 Should a clause be found abusive by a court, clause 14.1 shall apply.

15. EXPORT CONTROL

- 15.1 The Purchaser shall not export, directly or indirectly, any Products (or any products, including software, incorporating, or technical information relating to, any such Products ("Related Materials")) in breach of any applicable laws, regulations or relevant industry codes (including export control laws) of any country and where applicable, shall first obtain an export licence or other governmental approval before exporting any Products or Related Materials. The Purchaser shall obtain an undertaking on similar terms to the one set out above in clause from any third party to whom it transfers any Products or Related Materials.

16. GOVERNING LAW AND JURISDICTION

- 16.1 The Contract shall be exclusively construed in accordance with Belgian law in case the Purchaser has its seat in Belgium; Dutch law in case the Purchaser has its seat in the Netherlands; Luxembourg law in case the Purchaser has its seat in Luxembourg.
- 16.2 All disputes arising in connection with these Terms and the Contract shall be exclusively submitted to the Antwerp courts in case the Purchaser has its seat in Belgium; the courts of Amsterdam in case the Purchaser has its seat in the Netherlands; or the courts of the City of Luxembourg in case the Purchaser has its seat in the Grand-Duchy of Luxembourg.
- 16.3 The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply in any case.

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