

General Terms and Conditions

of Innatoss Laboratories B.V.

compliance of these conditions in other circumstances.

1. General

- 1.1 These General Terms and Conditions are applicable on every offer, bid, and agreement between the limited liability company Innatoss Laboratories B.V., established and holding office in (5349 AB) Oss at Kloosterstraat 9-RE3124, registered in the trade register of the Chamber of Commerce Brabant (Kamer van Koophandel Brabant) under number 55711944, hereafter referred to as: "Innatoss", and a Client to which Innatoss deems these terms and conditions applicable, insofar both parties have not explicitly diverted from these conditions in writing.
- 1.2 The conditions in this agreement are likewise applicable to agreements with Innatoss for which execution Innatoss needs to involve third parties.
- 1.3 The Terms and Conditions are likewise written for Innatoss' employees and management.
- 1.4 The applicability of possible purchase or other conditions of the Client are expressly declined.
- 1.5 When one or multiple clauses in the Terms and Conditions completely or partially are or will be annulled, the remainder of these conditions remain completely applicable. In this case, Innatoss and the Client will discuss, and agree on the new clauses that will replace the void or annulled clauses. The new clauses will honor the purpose and the nature of the original clause as much as possible.
- 1.6 When Innatoss does not demand strict compliance of the terms and condition, it does not mean that the clauses of this agreement are not applicable or that Innatoss would lose the right to demand the strict

2. Bids and offers

- 2.1 All bids and offers made by Innatoss are non-binding, unless a deadline for acceptance is stated in the bid. In case a deadline for acceptance was not stated, no rights can be derived from the bid or offer when the product mentioned in the offer or bid is no longer available.
- 2.2. The prices mentioned in the bid or offer do not include VAT and other government levies, associated costs that could possibly arise within the framework of the agreement, including travel- and accommodation-, shipment- and administration expenses, unless otherwise specified.

3. Additional work

- 3.1 In consequence of a change in or addition to the assignment, including the approach, the size or the working method, the Client accepts a possible change in the schedule of an assignment.
- 3.2 In case of an interim change or addition of the assignment by the Client, the Client is obliged to alter the assignment given to Innatoss.
- 3.3 When the alteration of the assignment because of a change or addition leads to additional work, Innatoss will charge the Client an additional assignment in which the additional costs made by Innatoss will be charged to the Client, unless the change or alternation is a consequence of circumstances that cannot be attributed to the Client.

4. Contract term; execution time, execution and modification of agreement

4.1 The agreement between Innatoss and the Client is concluded for an indefinite period of time, unless something else follows from the nature of the agreement or when both parties expressly agree otherwise in writing.

4.2 When for the execution of certain activities or the delivery of certain goods a deadline is agreed upon and specified, this is never a strict deadline. In case this deadline is exceeded, the Client needs to declare Innatoss to be in default in writing. Hereby, Innatoss needs to be given a reasonable period of time in order to be given the opportunity to execute the agreement.

4.3 Innatoss will execute the agreement to the best of its understanding and capability, and in compliance with the demands of good craftsmanship.

4.4 Innatoss is entitled to have third parties execute certain activities. The applicability of Article 7:404, 7:407 section 2 and 7:409 BW are expressly excluded.

4.5 When activities are executed in the framework of the assignment by Innatoss or by third parties brought in by Innatoss on a location appointed by the Client, the Client will provide any facilities reasonably required by the employees free of charge.

4.6 The Client takes care that all data of which Innatoss specifies of being necessary or of which the Client ought to reasonably understand that they are necessary for the execution of the agreement is given to Innatoss in time. When the required data for the execution of the assignment is not given to Innatoss in time, Innatoss is entitled to postpone the execution of the agreement and / or charge the additional cost that

originate from the delay in accordance with the customary fees. The execution time does not start until the Client has provided the required data. Innatoss is not liable for damage, of any nature, that is caused because Innatoss has relied on wrong and/or insufficient data provided by or on behalf of the Client.

4.7 When the Client is in default in proper fulfilment of its obligations to Innatoss, the Client is liable for all of the damage done to Innatoss that is caused by this directly or indirectly.

4.8 When Innatoss and the Client have agreed upon a fixed fee or fixed rate, Innatoss is nevertheless entitled to raise this fee or rate. In this case, the client is not entitled to terminate the agreement for this reason when the increase in price is caused by a legal power or obligation or when it is caused by an increase in price of raw materials, wages et cetera or on other ground that were not foreseeable when this agreement was drawn up.

5. Postponement, termination and premature termination of the agreement

5.1 Innatoss is authorized to postpone the fulfilment of the obligations or terminate the agreement when the Client does not fulfill, not completely fulfill, or does not fulfill in time the obligations of the agreement or if after the conclusion of the agreement Innatoss has been informed about circumstances that give good reason to believe that the client will not fulfill the obligations.

5.2 In addition, Innatoss is authorized to terminate the agreement when circumstances arise that make it impossible to fulfill the obligations of the agreement or when circumstances arise that are of such a nature that an unchanged continuation of the agreement cannot be demanded from

Innatoss within reason.

- 5.3 When the agreement is terminated, Innatoss' claims on the Client are immediately claimable.
- 5.4 When Innatoss postpones or terminates the agreement, Innatoss is in no way whatsoever required to pay the damage and cost which this results in.
- 5.5 When the termination of the agreement is attributable to the Client, Innatoss is entitled to compensation of the damage, including the cost that are the result of this directly or indirectly.
- 5.6 When the Client does not fulfill the obligations of the agreement and this justifies the termination of the agreement, Innatoss is entitled to terminate the agreement with immediate effect without any obligation to pay any damages or compensation, while counterparty, being in default, is responsible for damages or compensation.
- 5.7 When the agreement is terminated early by Innatoss, Innatoss will, in consultation with the Client, take care of the transfer of the activities still to be executed to third parties. This unless the termination is attributable to the Client. When the transfer of the activities entails additional costs for Innatoss, these will be charged to the Client. The Client is obliged to pay these costs within the period specified, unless otherwise stated by Innatoss.
- 5.8 In case of liquidation, (request for) suspension of payment or bankruptcy, of the attachment or seizure of assets – in case the foreclosure is not terminated within three months - on account of the Client, of debt restructuring or of any other circumstance under which the Client can no longer freely manage its finances, Innatoss is allowed to terminate the agreement with immediate effect or cancel the order or agreement,

without any obligations to the payment of compensation on their part. In this case Innatoss' claims to the Client are immediately claimable.

6. Force majeure

- 6.1 Innatoss cannot be held to fulfill any obligation towards the Client if Innatoss is hindered in doing so as a result of a circumstance not attributable to fault, and which is not regarded as Innatoss' responsibility by virtue of the law, legal action or according to generally accepted standards.
 - 6.2 Force majeure in these General Terms and Conditions includes, besides what is included in the law and case law, all external causes that Innatoss cannot influence, but because of which Innatoss is not able to meet its obligations, whether anticipated or not. Strikes at the Innatoss' company or that of third parties are also included in this. Innatoss is also entitled to invoke force majeure when the circumstance that hinders (further) performance of the agreement occurs after the date Innatoss should have fulfilled the Agreement.
 - 6.3 During the period that the force majeure is in effect, Innatoss is allowed to postpone the obligations in the Agreement. When this period takes longer than two months, both parties are entitled to terminate the Agreement, without obligation to pay compensation for damages of the other party.
 - 6.4 When Innatoss partially fulfilled the obligations of the Agreement or will be able to fulfill these at the time of the occurrence of force majeure, and that part performed or to be performed is of independent value, Innatoss is entitled to invoice the part performed or to be performed separately.
- ## **7. Payment and collection expenses**
- 7.1 Payment must take place within fourteen (14) days after the invoice date, by means specified by Innatoss in the currency of the

invoice, unless specified otherwise in writing by Innatoss. Innatoss is entitled to invoice periodically.

7.2 When the Client does not pay the invoice on time, the Client is legally in default. In that case, the Client shall owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest over the amount due will be calculated from the default date until the moment the entire sum has been settled.

7.3 The Client is never entitled to settle amounts owed to Innatoss. Any objections against the amount of the invoice do not suspend the payment obligations of the Client. The Client that does not appeal to section 6.43 (Articles 231 to 247 book 6 BW) is likewise not entitled to suspend payment of the invoice for any other reason.

7.4 If the Client is in default or fails to meet the obligations (in time), all the reasonable extrajudicial costs will be charged to the Client. The extrajudicial costs will be calculated on the basis of what is common following the Dutch Collection Practice. At the moment, this is the calculation method according to 'Rapport Voorwerk II'. However, when Innatoss has incurred higher collection costs that were reasonably necessary, the actual costs are eligible for compensation. Possible execution and judicial costs will also be invoiced to the Client. The Client also owes interest on the owed collection costs.

8. Liability

8.1 If Innatoss is liable, this liability will be limited to that what is stipulated in this Article.

8.2 Innatoss is not liable for damage, of any nature, that is caused because Innatoss has relied on wrong and/or insufficient data provided by or on behalf of the Client.

8.3 If Innatoss is liable for any damages, Innatoss' liability is limited to a maximum of once the invoice value of the order, or part of the order to which the liability is applicable.

8.4 The liability of Innatoss is in every case limited to the amount paid out by Innatoss' insurer in that particular case.

8.5 Innatoss is only liable for direct damage.

8.6 Direct damage is exclusively understood as the reasonable costs made in determining the cause and the extent of the damage, for as far the determination of the cause is related to damage meant in these General Terms and Conditions, reasonable costs incurred to hold Innatoss responsible for its defective performance in relation to this agreement insofar Innatoss can be held accountable for this, and reasonable cost made to prevent or limit damage if the client can prove that these costs have led to limitation of direct damage as meant in these General Terms and Conditions. Innatoss is never liable for indirect damage, including consequential loss, loss of profits, lost savings and loss caused by interruption of operations.

8.7 The limitations specified in this Article are not applicable when the damage is caused by an intentional act or gross negligence on the part of Innatoss or Innatoss' managerial employees.

9. Indemnification

9.1 The Client indemnifies Innatoss against possibly liability of third parties, that suffer from any damage in connection with the execution of the assignment and for which other parties than Innatoss are responsible. If Innatoss should be addressed by virtue of this by third parties, the Client is obliged to aid Innatoss in and out of court and immediately do all what in those circumstance might be expected from the Client. Should the Client

fail to take adequate measurements, Innatoss is entitled to take action, without notice of default. All of the costs and damages arising as a result of this on the part of Innatoss and third parties are integrally at the expense and risk of the Client.

10. Intellectual property

10.1 Innatoss retains the right and powers vested in it under the Copyright Act and any other legal or regulatory requirements concerning intellectual property. Innatoss has the right to use the knowledge gained by the execution of an Agreement for other purposes, provided that no strictly confidential information of the Client will be disclosed to third parties.

11. Applicable law and disputes

11.1 All legal relationships which involves Innatoss are exclusively subject to Dutch law. Even when a commitment is partially or completely executed in a foreign country or when the party involved in the legal relationship resides there.

11.2 In the absence of mandatory rules of law to the contrary, the court in Innatoss' place of establishment has exclusive competent jurisdiction. Nevertheless, Innatoss has the right to bring the dispute before the court competent by law.

11.3 Parties shall only call for legal intervention after they have done their utmost to solve a dispute in mutual consultation.

12. Location and modification of Conditions

12.1 These Terms and Conditions are registered with the Chamber of Commerce Brabant, in Dutch.

12.2 The latest version that has been filed or the version that was valid at the time at which the legal relationship with Innatoss came about shall always be applicable.