

**Sanquin Reagents B.V.**  
**GENERAL PURCHASE CONDITIONS ESSANGE REAGENTS**  
**Version V1.2**

Article 1: Definitions

Within the framework of these Purchase Conditions the definitions written with a capital letter have the following meaning:

**Acceptance:** the approval by ESSANGE REAGENTS of the Goods and/or Services or parts thereof.

**Agreement:** the agreement made between ESSANGE REAGENTS and Supplier concerning the Delivery of certain Goods and/or certain Services, including any annexes or schedules thereto.

**Auxiliary Materials:** materials, either made available, purchased or manufactured, that are needed or prescribed for realising the object of the Agreement.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods, Services and/or Auxiliary Materials, in any form or media.

**Delivery:** the delivery to ESSANGE REAGENTS of Goods, including their installation or assembly and all Auxiliary Materials, and/or the performance of Services, including Deliverables.

**Goods:** the product and/or property rights to be delivered by Supplier to ESSANGE REAGENTS under an Agreement, with the exception of Services.

**Inspection:** the (re)inspection, (re)check, (re)approval or (re)testing for visible defects and non-conformity.

**Order:** the written order under an Agreement by ESSANGE REAGENTS for the Delivery of Goods or Services.

**Parties:** ESSANGE REAGENTS and Supplier jointly.

**Purchase Conditions:** these general purchase conditions of ESSANGE REAGENTS.

**Quotation:** Supplier's written offer for the delivery of Goods and/or Services at a certain price.

**Recall:** the recall and removal of Goods that have a quality defect or may otherwise be unsafe, defective or non-conforming.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Agreement.

**ESSANGE REAGENTS** ESSANGE REAGENTS, a trading name of Sanquin Reagents B.V.

**Specifications** the specifications provided by Supplier and/or ESSANGE REAGENTS with which the required content and nature of the Services or Goods must comply.

**Supplier** each person or entity that makes a Quotation or enters into an Agreement with ESSANGE REAGENTS in respect of the Delivery of Goods and/or Services.

Article 2: Applicability and validity

1. The Purchase Conditions apply to all requests for information, pricing or proposals, Orders, Quotations and Agreements between Supplier and ESSANGE REAGENTS.
2. Any changes to, additions to, or deviations from these Purchase Conditions must be agreed upon in writing and have been signed by both Parties.
3. Any general terms and conditions of Supplier or other special conditions, under whatever name, are explicitly rejected, irrespective of the moment they are invoked.
4. In case of any conflict between the Purchase Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.
5. If one or more provisions of the Purchase Conditions or the Agreement are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and purport of the Purchase Conditions or the Agreement.
6. In all cases in which the term 'in writing' appears in these Purchase Conditions, this includes all messages sent by e-mail, fax or other electronic means of transmission, via analogue or digital means, and received by either ESSANGE REAGENTS or the Supplier.
7. For the purpose of the Purchase Conditions, personnel of Supplier is also understood to mean third parties that have been, are or will be involved by Supplier in the execution of the Agreement.
8. Supplier is in any case deemed to have accepted these Purchase Conditions as soon as any work has commenced.
9. ESSANGE REAGENTS reserves the right to change, amend or expand these Purchase Conditions. The Supplier hereby already agrees to any such changes, amendments or expansion. Any changed, amended or expanded Purchase Conditions will be made available to the Supplier with a reasonable notice period before they come effective.
10. These Purchase Conditions consist of a part with general provisions and a number of parts with supplementary provisions. The general provisions always apply when ESSANGE REAGENTS purchases goods or services from the Supplier.
11. The supplementary provisions also apply when the Quotation from the Supplier complies with the scope of the relevant part, or if the applicability of the supplementary part has been expressly agreed. Supplementary provisions, if applicable, should be interpreted as much as possible in accordance with the general provisions. If this is not possible, the supplementary provisions prevail.

Article 3: Quotation, conclusion of the Agreement and Orders

1. A Quotation is free of charge, irrevocable and binding. A Quotation will have a minimum validity of sixty days counting from the moment that the Quotation has been received by ESSANGE REAGENTS, unless a longer validity period has been agreed or stated in the Quotation.
2. If an Order in writing from ESSANGE REAGENTS follows a Quotation by the Supplier, then the Agreement is concluded at the time the Order is sent by ESSANGE REAGENTS. For framework agreements, the Agreement is concluded every time that the Order from ESSANGE REAGENTS for (partial) delivery under the framework agreement is sent by ESSANGE REAGENTS.

3. If an Agreement is made for repetitive purchases, the Supplier shall promptly execute any Orders sent to the Supplier by ESSANGE REAGENTS.
4. In case Supplier commences any work without an Agreement or without having received an Order, it does so at its own expense and risk.

#### Article 4: Changes

1. ESSANGE REAGENTS is entitled to require that the quantity and/or nature and/or date of Delivery of the Goods and/or Services is changed.
2. If, in the opinion of Supplier, the changes referred to in paragraph 1 have consequences for the price and/or delivery time agreed upon, Supplier will, before carrying out the changes, notify ESSANGE REAGENTS in writing about these consequences as soon as possible, but in any case within eight calendar days after the notification of the required changes. If these consequences are in the opinion of ESSANGE REAGENTS unreasonable, ESSANGE REAGENTS has the right to dissolve the Agreement, unless this would be unreasonable in view of the circumstances. Dissolution on the basis of this Article does not give either Party any entitlement to compensation of any damage.
3. Supplier is not permitted to make or implement changes to the quantity and/or nature and/or date of Delivery of the Goods and/or Services without ESSANGE REAGENTS prior written permission.

#### Article 5: Performance and Acceptance

1. The agreed performance or supply terms and dates are fixed and final. Merely exceeding any such term or date by the Supplier constitutes default on the part of the Supplier.
2. If and as soon as Supplier foresees that the agreed performance or supply terms or dates will be exceeded, it will notify ESSANGE REAGENTS of this in a timely fashion by telephone and in writing and submit a proposal for the measures to be taken. Agreement with the proposed measures does not imply any acceptance by ESSANGE REAGENTS of the cause of the impending delay and is without prejudice to its rights against the Supplier.
3. Without ESSANGE REAGENTS prior written permission, partial performance on the part of the Supplier or performance earlier than the agreed dates or periods is not authorised.
4. If Supplier fails to deliver or perform properly or in time, ESSANGE REAGENTS may, without prejudice to any other rights or remedies, purchase replacement goods or services from a third party or take other reasonable measures. All reasonable and documented additional costs and damages resulting from such failure, including price differences, additional freight, expediting costs, storage costs, administrative costs, inspection costs and other reasonable costs, will be borne by Supplier.
5. Acceptance of the Delivery by ESSANGE REAGENTS shall be in writing or demonstrated through commercial use of the Goods and Services by ESSANGE REAGENTS. Acceptance does not release the Supplier from any liability or obligation.
6. Supplier will report to ESSANGE REAGENTS on the progress of the Delivery as often as and in a manner as the Agreement prescribes, or as ESSANGE REAGENTS deems fit.

#### Article 6: Prices

1. The agreed prices are fixed for the entire duration of the Agreement, unless the Agreement states the specific and concrete circumstances which can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.
2. The agreed prices are in Euros and exclusive of VAT, but inclusive of costs of transport, taxes, import duties, other levies, insurance, packaging expenses, removal expenses, any installation and assembly expenses, and all other expenses pertaining to the performance of the Agreement, unless explicitly agreed otherwise in the Agreement or Order.
3. Supplier shall not charge any additional costs, surcharges, handling costs, minimum order costs, packaging costs, transport costs, documentation costs or other costs unless these have been explicitly agreed in writing in advance by ESSANGE REAGENTS.

#### Article 7: Invoicing and payment

1. The Supplier shall be entitled to invoice ESSANGE REAGENTS for each Order on or at any time after Delivery and Acceptance. Each invoice shall quote the relevant Order number(s), item number(s), description(s), quantities, unit prices, delivery note number(s), VAT details and any other information reasonably required by ESSANGE REAGENTS.
2. Where applicable, each invoice must be accompanied by or refer to the relevant supporting documentation, including packing list, delivery note, batch or lot information, certificate of analysis, certificate of conformity, import or export documents and any other documentation required under the Agreement, Order or applicable law.
3. Undisputed and correctly issued invoices will be paid within 30 days of receipt. The payment period will not start until ESSANGE REAGENTS has received a correct invoice and the required supporting documentation. If ESSANGE REAGENTS fails to pay an undisputed invoice on time or in full, Supplier shall first send ESSANGE REAGENTS a reminder invoice.
4. ESSANGE REAGENTS may set off any amounts that it for any cause can claim from the Supplier against any amounts due to the Supplier, whether either liability is present or future.
5. A failure on the part of ESSANGE REAGENTS to meet a deadline for payment or ESSANGE REAGENTS refusal to pay an invoice because it disputes its accuracy or because ESSANGE REAGENTS is of the opinion that the Supplier has failed to comply with its obligations pursuant to the Agreement, shall not imply that the Supplier is entitled to suspend compliance with its obligations pursuant to that Agreement or to cancel it.

#### Article 8: Guarantee

1. Supplier guarantees that during the guarantee period according to the Agreement, the Delivery of Goods, Services, Deliverables and Auxiliary Materials:
  - a. conform in all respects to the Specifications;
  - b. are free of any defects;
  - c. are suited for the purpose intended by ESSANGE REAGENTS, as far as the Supplier knows or should know;
  - d. satisfy the most stringent requirements of safety and quality standards or any certification set by the industry; and

- e. meet the statutory requirements and any other European or local regulations.
2. If no guarantee period has been agreed upon in the Agreement, a period of 24 months will apply from the moment of completed Delivery to ESSANGE REAGENTS.
3. Supplier guarantees to keep in stock spare parts for the delivered Goods for the normal life span of the delivered Goods and to deliver them as requested.
4. In case the Goods do not meet the requirements stated in paragraph 1 of this article, Supplier will immediately arrange repair or replacement, at the discretion of ESSANGE REAGENTS and without prejudice to the other rights of ESSANGE REAGENTS. The costs of repair or replacement will be borne by Supplier.
5. In case it becomes clear that, after consulting Supplier, Supplier cannot or will not arrange repair or replacement, or cannot or will not do so properly or in time, ESSANGE REAGENTS has the right to carry out the repair or replacement itself or have this carried out by third parties. These costs will be borne by Supplier.
6. In case repair or replacement is not carried out properly or in time or not carried out at all, ESSANGE REAGENTS has the right to dissolve the Agreement as per Article 14 of these Purchase Conditions.

#### Article 8A: Product information, documentation and change notification

1. Supplier shall provide ESSANGE REAGENTS with all product information and documentation reasonably required by ESSANGE REAGENTS, including, where applicable, certificates of analysis, certificates of conformity, batch or lot information, shelf-life information, safety data sheets, regulatory statements, country of origin information and any documents required for import, release, inspection, audit or quality control.
2. Supplier shall ensure that all such documentation is complete, accurate and consistent with the Goods delivered and is provided no later than upon Delivery, unless ESSANGE REAGENTS reasonably requires earlier provision.
3. Supplier shall immediately notify ESSANGE REAGENTS in writing of any actual or proposed change that may affect the Goods, Services, Specifications, quality, safety, regulatory status, availability, shelf life, documentation or use of the Goods or Services. This includes changes to product composition, raw materials, manufacturing process, Specifications, quality control, manufacturer, production site, testing site, storage site, critical sub-suppliers, packaging, labelling, certificates, country of origin, discontinuation, out-of-stock risk, out-of-specification result or other non-conformity.
4. Supplier shall not implement any change referred to in paragraph 3 that may affect Goods or Services supplied to ESSANGE REAGENTS without prior written approval from ESSANGE REAGENTS, unless mandatory law requires otherwise. Supplier shall provide sufficient notice to allow ESSANGE REAGENTS to assess the change and to make alternative arrangements if needed.
5. Supplier shall notify ESSANGE REAGENTS in writing of any intended or foreseeable discontinuation of Goods or Services at least six (6) months before the effective discontinuation date, or, if such notice period is not reasonably possible, as soon as Supplier becomes aware of the discontinuation. Supplier shall also notify ESSANGE REAGENTS in writing, sufficiently in advance and in any event prior to implementation, of any intended or foreseeable change to the Goods or Services, including but not limited to changes in specifications, composition, materials, manufacturing process, production location, packaging, labelling, article number, regulatory status or any other change that may affect the quality, performance, suitability, availability or compliance of the Goods or Services. Supplier shall also notify ESSANGE REAGENTS of any allocation, shortage, backorder or other availability risk as soon as possible and in any event before accepting new Orders where Supplier knows or should know that timely Delivery may be affected. In case of discontinuation, Supplier shall, where reasonably possible, provide ESSANGE REAGENTS with the opportunity to place a final order and shall provide relevant information on replacement or alternative products.

#### Article 9: Confidentiality

1. Supplier will keep confidential all information originating from or in connection with ESSANGE REAGENTS, which Supplier has received or taken note of in any way. Without ESSANGE REAGENTS's written permission Supplier will not disclose such information to third parties unless disclosure is done due to a statutory obligation or judicial order. This confidentiality does not relate to information:
  - which was already accessible to the public at the time it was made available to Supplier;
  - which after it has been made available to Supplier has become accessible to the public, unless this availability is the result of Supplier's failure to comply with its obligations under this article;
  - which Supplier has obtained or which has become known to him in a rightful manner before this information was made available to Supplier.
2. Supplier is not permitted to give any publicity to the execution or the details of the Agreement without ESSANGE REAGENTS's prior written permission.
3. Supplier is not allowed to copy or make available for inspection by third parties information relating to an Agreement, unless such is necessary for the performance of an Agreement or Supplier is obliged to do so by law.
4. The obligations of this article also apply to Supplier's personnel. Supplier is obliged to ensure that its personnel and any third parties engaged by Supplier comply with these obligations.
5. ESSANGE REAGENTS has the right to have personnel of Supplier and any third parties engaged by Supplier sign a confidentiality statement.
6. If Supplier acts contrary to the provisions in this article, ESSANGE REAGENTS is entitled, without notice of default or judicial intervention being required, to an immediately payable penalty of EUR 50,000 for each breach, without prejudice to ESSANGE REAGENTS's right to full compensation of damages and ESSANGE REAGENTS's right to claim full performance.

#### Article 10: Intellectual property rights

1. Supplier warrants that the use, including any resale, of the Goods, Services, Deliverables and/or Auxiliary Materials purchased or manufactured by Supplier, does not infringe any intellectual property rights and/or other comparable rights of third parties.

2. ESSANGE REAGENTS will own all intellectual property rights and any other (comparable) rights regarding Goods, Services, Deliverables and/or the Auxiliary Materials specifically developed for ESSANGE REAGENTS. Where such rights rest or were to rest with Supplier, they will be transferred by Supplier to ESSANGE REAGENTS by signing the Agreement, which transfer is accepted by ESSANGE REAGENTS. In case an instrument is required for such transfer or any formalities must be performed, Supplier irrevocably authorises ESSANGE REAGENTS to draw up an instrument and to sign it on behalf of Supplier and to perform such formalities also on behalf of Supplier, subject to Supplier's obligation to render on ESSANGE REAGENTS's first demand its cooperation to the transfer of such rights, without being able to set conditions for this. Supplier hereby waives vis-a-vis ESSANGE REAGENTS all personality rights it may be entitled to, where the applicable regulations allow such waiver.
3. The Supplier grants to ESSANGE REAGENTS, or shall procure the direct grant to ESSANGE REAGENTS of, a fully paid-up, worldwide, non-exclusive, royalty-free, transferable, sublicensable, perpetual and irrevocable licence to the extent required for the purpose of ESSANGE REAGENTS receiving and using the Goods, Services, Auxiliary Materials and the Deliverables.

#### Article 11: Auxiliary Materials

1. Auxiliary Materials made available by ESSANGE REAGENTS and/or purchased or manufactured by Supplier for ESSANGE REAGENTS's account will remain/become the property of ESSANGE REAGENTS.
2. Supplier will:
  - keep these Auxiliary Materials in good condition and insure them at its own account against all possible risks;
  - mark them as recognisable property of ESSANGE REAGENTS; and
  - send them back to ESSANGE REAGENTS at the latest with the last (partial) Delivery.
3. Unless ESSANGE REAGENTS has given prior permission in writing, Supplier is not allowed to:
  - change these Auxiliary Materials or make alterations in them;
  - use them for any other purpose than the purpose agreed upon.

#### Article 12: Transfer of rights and obligations, subcontracting

1. Supplier is not entitled to transfer to third parties the rights and obligations arising from the Agreement, either in whole or in part, without ESSANGE REAGENTS's prior written permission.
2. ESSANGE REAGENTS has the right to transfer the rights and obligations under the Agreement to an entity belonging to the group of ESSANGE REAGENTS within the meaning of article 2:24b of the Dutch Civil Code, an entity that takes over ESSANGE REAGENTS in whole or in part, or another entity, without the Supplier's permission.
3. Without prior written permission of ESSANGE REAGENTS, Supplier is not allowed to use any third party for the fulfilment of any of its obligations under the Agreement.
4. Supplier shall not change any subcontractor, manufacturer, production site, testing site, storage site, quality-control site or critical sub-supplier used for the Goods or Services without prior written permission of ESSANGE REAGENTS, where such change may affect the Goods, Services, Specifications, quality, safety, regulatory status, documentation, availability or Delivery.
5. Supplier remains fully responsible and liable for all acts and omissions of its personnel, subcontractors, manufacturers, sub-suppliers and other third parties engaged by Supplier as if they were its own acts and omissions.

#### Article 13: Indemnity and insurance

1. Supplier shall indemnify and keep ESSANGE REAGENTS and its directors and employees indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by or brought against them, out of or in connection with the Agreement, the use and/or supply of Supplier's Goods, and/or the performance of the Supplier's Services.
2. The indemnity includes, without limitation, costs relating to defects, non-conformities, delays, replacement purchases, re-inspections, recalls, storage, transport, import/export issues, investigation, administrative handling, legal assistance, third-party claims, personal injury, property damage, product liability, regulatory action and any other reasonable costs or damages resulting from a breach by Supplier or from defective or non-conforming Goods or Services.
3. Supplier will insure himself adequately against the liability referred to in this article, including where relevant product liability, general liability, professional liability, employer liability, transport/cargo liability and recall-related risks. The insurance coverage must be adequate in view of the nature and risk profile of the Goods or Services and any minimum coverage agreed in the Agreement or Order.
4. Supplier will allow ESSANGE REAGENTS proof of such insurance, including policy details and coverage limits, at ESSANGE REAGENTS's first request. Provision of proof of insurance does not limit Supplier's liability under the Agreement or these Purchase Conditions.

#### Article 14: Cancellation and termination of the Agreement

1. ESSANGE REAGENTS shall have the right, without prejudice to its right to claim damages and without any notification of default or interference of the courts being required, with immediate effect (a) to suspend the execution of the Agreement and all other Agreements connected thereto, and/or (b) to cancel and/or terminate the Agreement and all other Agreements connected thereto, in full or in part, if:
  - a. Supplier fails to fulfil any of its obligations properly or in time under the Agreement, or any other agreements connected to the Agreement;
  - b. Supplier applies for bankruptcy or is declared bankrupt;
  - c. Supplier applies for or is granted a provisional or definitive suspension of payments;
  - d. a substantial portion of Supplier's assets are seized;
  - e. Supplier's business is closed down, liquidated or taken over in whole or in part by a third party, or in case of any comparable situation of Supplier's business in which a significant change of control of the business occurs;
  - f. Supplier is deemed on any other grounds to be no longer capable of fulfilling its obligations under the Agreement.
2. All claims which ESSANGE REAGENTS has or acquires against Supplier under this article are immediately payable in full.

3. On termination of the Agreement, the Supplier shall immediately deliver to ESSANGE REAGENTS all Deliverables whether or not then complete, and return to ESSANGE REAGENTS all its materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
4. If Supplier invokes force majeure or any other circumstance that may prevent timely or proper performance, Supplier shall notify ESSANGE REAGENTS immediately in writing, stating the expected duration, the impact on open Orders and the measures proposed to mitigate the consequences. ESSANGE REAGENTS has the right to terminate the Agreement in accordance with paragraph 1 of this article.
5. Unless otherwise agreed upon, ESSANGE REAGENTS has at all times the right to terminate the Agreement, provided a notice period of at least three months is observed. Such termination does not require ESSANGE REAGENTS to pay any compensation to Supplier other than costs reasonably incurred by the Supplier in carrying out the Order in question and of any commitments reasonably entered into for the future for the purposes of the present Agreement, provided such costs and commitments have been approved by ESSANGE REAGENTS in advance or are otherwise reasonable and unavoidable.
6. In case of termination, ESSANGE REAGENTS may decide whether open Orders will be cancelled, completed or transferred. Supplier shall provide reasonable transition assistance, including transfer of documentation, work in progress, open order status, stock information, quality records and other information reasonably required by ESSANGE REAGENTS.
7. Supplier shall provide a final settlement within a reasonable period after termination, specifying all outstanding amounts, open commitments, work in progress, materials, stock, Deliverables and any amounts owed by either Party.
8. Obligations which according to their nature are destined to continue after dissolution or termination of the Agreement will so continue. These obligations include, without limitation, confidentiality, intellectual property, data protection, audit, indemnity, insurance, product documentation, change notification, recalls, applicable law and choice of court.

#### Article 15: Processing of personal data

1. If the Supplier processes personal data during the execution of the Agreement, the Supplier will process the personal data in a proper and careful manner and comply with the legal requirements that follow from the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act (Uitvoeringswet Algemene verordening gegevensbescherming (UAVG)) and additional directives.
2. If the Supplier is deemed to be a processor, the Parties shall arrange the processing of personal data by the Supplier for ESSANGE REAGENTS in a data processing agreement before any processing takes place.
3. Supplier shall implement and maintain appropriate technical and organisational security measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.
4. Supplier shall notify ESSANGE REAGENTS in writing without undue delay, and where possible within 24 hours, after becoming aware of a personal data breach or security incident that may affect personal data processed for or on behalf of ESSANGE REAGENTS. Supplier shall provide all information and cooperation reasonably required by ESSANGE REAGENTS to assess, mitigate and notify the incident.
5. Supplier shall not engage any sub-processor for the processing of personal data without the prior written consent of ESSANGE REAGENTS. Supplier shall ensure that approved sub-processors are bound by written obligations no less protective than those applicable to Supplier.
6. At the end of the Agreement or at ESSANGE REAGENTS first request, Supplier shall return or delete all personal data processed on behalf of ESSANGE REAGENTS, unless mandatory law requires storage.

#### Article 16: Applicable law and disputes

1. The Agreement and any subsequent agreements are solely and exclusively governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980.
2. All disputes which may arise between Parties as a result of this Agreement or any subsequent agreements will exclusively be submitted to the competent court in Amsterdam, the Netherlands.

## **PART II SUPPLEMENTARY CONDITIONS APPLICABLE TO THE DELIVERY OF GOODS**

#### Article 17: Delivery

1. Delivery will be made in accordance with the Incoterm, place of Delivery, delivery date and delivery instructions agreed in the Agreement or Order. Unless expressly agreed otherwise in the Agreement or Order, Delivery will be made DDP (Delivered Duty Paid, according to the latest version of the Incoterms applicable at the moment of concluding the Agreement or Order) at the agreed place of Delivery, at the agreed time or within the agreed timeframe.
  - a. For non-EU shipments, temperature-controlled shipments, regulated goods or shipments requiring customs, import, veterinary or other regulatory clearance, ESSANGE REAGENTS may require a different Incoterm, delivery route, forwarder or delivery instruction to be agreed in the Agreement or Order.
2. Ownership and risk of the Goods will pass to ESSANGE REAGENTS only after Delivery at the agreed place of Delivery and Acceptance, unless expressly agreed otherwise in the Agreement or Order. If ESSANGE REAGENTS arranges transport or import clearance itself, the applicable Incoterm and transfer of risk must be explicitly stated in the Order or otherwise agreed in writing.
3. Supplier shall provide all documents, information and assistance required for transport, export, import, customs clearance, veterinary or regulatory clearance and receipt of the Goods, including documents reasonably requested by ESSANGE REAGENTS or its appointed forwarder.
4. In case ESSANGE REAGENTS requests Supplier to postpone the Delivery, Supplier will properly pack, store, safeguard and insure the Goods, such that they are recognisable as being destined for ESSANGE REAGENTS. Any additional costs may be charged to ESSANGE REAGENTS, after prior consultation and agreement with ESSANGE REAGENTS.
5. Supplier will provide adequate written instructions concerning the operation, the use and maintenance of the Goods.

#### Article 18: Expiry date

1. The timeframe between the expiry date of the Goods and the moment of Delivery must be as long as possible.
2. Unless expressly agreed otherwise in the Agreement or Order, Goods must at the moment of Delivery have at least 75% of their total shelf life remaining and in any event a minimum remaining shelf life of 12 months. For Goods with a total shelf life of less than 12 months, Supplier must obtain prior written approval from ESSANGE REAGENTS before Delivery.
3. If ESSANGE REAGENTS is of the opinion that the timeframe between the expiry date and the moment of Delivery is too short, ESSANGE REAGENTS has the right to refuse the Goods, and Supplier will immediately arrange replacement with Goods with a longer expiry date.

#### Article 19: Packaging and dispatch

1. The Goods should be properly packaged to ensure that they reach the place of destination in good condition. They should also be marked according to all legal provisions and any supplementary regulations of ESSANGE REAGENTS.
2. The Goods to be delivered shall be accompanied by a packing list. This packing list should include ESSANGE REAGENTS order number(s), batch and item number(s), quantity or quantities and description(s) of the Goods. Supplier should also specify in the packing list whether the Goods have been packaged in reusable packaging.
3. Reusable packaging should be clearly marked as such by Supplier. In case it concerns non-disposable reusable packaging this should be registered and specified on the invoice. The return of reusable packaging is for Supplier's account and risk.
4. All packaging, with the exception of reusable packaging, becomes the property of ESSANGE REAGENTS upon Delivery, unless ESSANGE REAGENTS waives its right thereto.
5. Unless explicitly agreed upon otherwise, Supplier is required to remove any waste and packaging materials after Delivery of the Goods has been completed.

#### Article 20: Inspection and audit

1. Inspection by or by order of ESSANGE REAGENTS may take place before, during or after the Delivery.
2. ESSANGE REAGENTS has the right to carry out or have carried out (GMP) audits at Supplier and/or the manufacturer of the Goods, on a date and in a manner as determined in consultation with Supplier.
3. Supplier will grant access to the locations where the Goods and/or components are produced or have been stored and will cooperate with the Inspection or audit and will provide at its own expense the necessary documentation and information.
4. If following the Inspection, the Goods are rejected, either in part or in full, ESSANGE REAGENTS will notify Supplier of this in writing and, if so requested by ESSANGE REAGENTS, Supplier is obliged to deliver within three days Goods that actually meet the Specifications. If the Goods are rejected during or after the Delivery, the ownership and risk of the rejected Goods will pass to Supplier from the date of notification of the rejection.
5. If Supplier fails to take back the rejected Goods within 10 working days after the date of the (written) notification, ESSANGE REAGENTS has the right to return the Goods to Supplier at Supplier's expense.
6. The costs of a re-inspection will be borne by Supplier.

#### Article 21: Recall

1. A Recall takes place in connection with a defect detected in quality, safety, functioning and processing of any Goods, which therefore do not offer the safety and/or function that can be expected thereof. Immediately after the necessity or reason of a Recall or the possibility of a defect has become known, Supplier must inform ESSANGE REAGENTS of this by telephone and in writing. Supplier should do this no later than within 24 hours after it has become known.
2. All costs resulting from a Recall will be borne by Supplier.
3. Supplier shall cooperate fully with ESSANGE REAGENTS in connection with any Recall, field action, customer notification, regulatory notification, investigation, root-cause analysis and corrective or preventive action relating to the Goods.

#### Article 22: Goods sent on approval or for Inspection

1. In case of Goods sent on approval or for Inspection, Supplier and ESSANGE REAGENTS agree that Supplier will make available Goods to ESSANGE REAGENTS during a certain approval period, free of charge, and ESSANGE REAGENTS will take the Goods on approval or for Inspection.
2. Supplier agrees to fully compensate ESSANGE REAGENTS for all damage that arises at ESSANGE REAGENTS or third parties during the approval period due to:
  - a. defects or other identifiable deviations in the Goods;
  - b. insufficient instruction by Supplier on the operation or the use of the Goods; or
  - c. an attributable failure or unlawful act by Supplier or its personnel.
3. Supplier agrees to fully indemnify ESSANGE REAGENTS against claims of third parties for compensation of the damage or loss as referred to in paragraph 2 of this article. If a third party files a claim against ESSANGE REAGENTS in connection with such damage or loss, ESSANGE REAGENTS will immediately inform Supplier and send all required data of such claim.
4. During the approval period and during transport to and from ESSANGE REAGENTS, Supplier is responsible for insuring the Goods sent on approval and for inspection against the liability, damage or loss mentioned in paragraph 2 of this article.
5. Supplier will provide ESSANGE REAGENTS with sufficient materials to enable the latter to make adequate use of the Goods during the approval period.

#### Article 23: Goods on consignment

1. In case of Goods on consignment, Supplier and ESSANGE REAGENTS agree that Supplier will deposit Goods free of charge during a period agreed upon, whereby title and risk of these Goods will only pass in case ESSANGE REAGENTS starts to use or consume the Goods.

2. Supplier will replenish the stock no later than on the first workday after ESSANGE REAGENTS has announced that it has started to use the Goods.
3. Supplier will insure these Goods until the ownership has passed to ESSANGE REAGENTS.
4. Supplier will invoice ESSANGE REAGENTS for the Goods ESSANGE REAGENTS has started to use.
5. Supplier may recall the Goods on consignment only after consulting with ESSANGE REAGENTS.
6. In case, after ESSANGE REAGENTS has approved and started to use the Goods, the Goods do not satisfy the relevant requirements, ESSANGE REAGENTS is entitled to file a claim with Supplier within one month of the discovery of any defect.

### **PART III SUPPLEMENTARY CONDITIONS APPLICABLE TO THE PERFORMANCE OF SERVICES**

#### Article 24: Supply of Services

In providing the Services, the Supplier shall cooperate with ESSANGE REAGENTS in all matters relating to the Services and comply with all instructions of ESSANGE REAGENTS, and provide all Auxiliary Materials and such other items as are required to provide the Services.

#### Article 25: Personnel

1. The personnel engaged by Supplier for the performance of the Services shall possess the expertise, training and experience which are required for performing the Services.
2. ESSANGE REAGENTS has the right to demand replacement of the personnel engaged by Supplier, if it feels that this is either necessary or desirable for the proper performance of the Agreement.
3. The personnel engaged by Supplier must always be able to provide identification on the site of ESSANGE REAGENTS (if so requested).

#### Article 26: ESSANGE REAGENTS site and buildings

1. Before starting the execution of an Agreement, Supplier should familiarise itself with the circumstances which may affect the proper execution of the Agreement on site and in buildings where the Services are to be carried out.
2. In performing its obligations, Supplier shall use all reasonable efforts to minimise any disruption of ESSANGE REAGENTS business operations.
3. Before Supplier commences the execution of an Agreement, Supplier and its personnel should familiarise themselves, if any, with the instructions and regulations that are in force on site and in the buildings of ESSANGE REAGENTS. ESSANGE REAGENTS will make a copy of these instructions and regulations available to Supplier at the latter request. Supplier and its personnel will behave in accordance with these instructions and regulations.
4. Supplier must ensure at its own account to obtain the permits, exemptions, approvals, decrees and the like necessary for the performance of the Services.

#### Article 27: Sequential liability

1. The Supplier warrants that it and the subcontractors/third parties engaged by it to perform the Agreement will meet their obligations to declare and remit wage tax and social insurance contributions to the Employment Benefits Agency UWW and Dutch Tax and Customs Administration. The Supplier must indemnify ESSANGE REAGENTS against any claims for failing to meet those obligations.
2. At ESSANGE REAGENTS request, the Supplier provides proof of the payments made by it and its subcontractors/third parties by means of a Certificate of Payment Behaviour "(Liability for Subcontractors)" [Verklaring betalingsgedrag ketenen inlenersaansprakelijkheid], and provide ESSANGE REAGENTS with insight into its administration.
3. At ESSANGE REAGENTS first request, the Supplier will make available what is known as a G-account (escrow account), unless ESSANGE REAGENTS notifies the Supplier that it wants to pay directly to the Dutch Tax and Custom Administration. The Supplier will state on the invoice the amount in wage tax and social insurance contributions and/or VAT which it is required to remit to the Tax Administration, or the percentage in wage tax and social insurance contributions and/or VAT to be paid into the G-account or directly as agreed with ESSANGE REAGENTS.

#### Article 28: Compliance, ethics and sustainability

1. Supplier shall comply with all applicable laws and regulations in connection with the Agreement, the Goods and the Services, including laws and regulations relating to anti-bribery and anti-corruption, competition, sanctions and export controls, human rights, labour, health and safety, environment, data protection and product compliance.
2. Supplier shall conduct its business ethically and in accordance with internationally recognised principles on human rights, fair labour practices, non-discrimination, prohibition of forced labour and child labour, and safe working conditions. Supplier shall require comparable standards from its own suppliers and subcontractors where relevant to the Goods or Services supplied to ESSANGE REAGENTS.
3. Supplier shall comply with all applicable environmental laws and regulations and shall use reasonable efforts to minimise negative environmental impact in connection with the Goods and Services, including packaging, waste, transport, emissions and the use of hazardous substances.
4. Supplier shall comply with any supplier code of conduct, quality agreement or compliance policy reasonably provided by ESSANGE REAGENTS, to the extent such document has been made available to Supplier and is relevant to the Goods or Services.
5. Supplier shall promptly notify ESSANGE REAGENTS of any actual or suspected breach of this Article that may affect the Agreement, the Goods, the Services or ESSANGE REAGENTS. ESSANGE REAGENTS may request reasonable information, documentation or audit cooperation to verify compliance.