

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1. Applicability

- 1.1. Wherever the term "supplier" is used in these terms and conditions, this will refer to the following companies: **Mobacc B.V.** having its registered office in Veendam, **Pharmaspray B.V.** having its registered office in Veendam, and **Eurofill B.V.** having its registered office in Zaandam. Wherever the term "purchaser" is used in these terms and conditions, this will refer to the supplier's counterparty.
- 1.2. These General Terms and Conditions apply to all quotations from the supplier and to all agreements concluded between the supplier and the purchaser and any ensuing commitments or to any pre-contractual situations or situations involving negotiations.
- 1.3. These General Terms and Conditions will have precedence at all times. The applicability of any general terms and conditions used by the purchaser, however these may be termed, is explicitly excluded. Any deviation from the General Terms and Conditions below may only be agreed in writing and will only apply once explicitly confirmed by the supplier in writing. The purchaser will also be deemed to have accepted the applicability of these General Terms and Conditions in relation to agreements made with the supplier on a later date.

Article 2. Formation of an agreement

- 2.1. Unless explicitly agreed otherwise, all quotations or offers from the supplier are without obligation. Orders and conditions, including those accepted by agents, representatives or other intermediaries of the supplier, will not be binding until confirmed by the supplier in writing and, if so required by the supplier, until that confirmation has been approved in writing by the purchaser within the term set by the supplier.
- 2.2. The supplier cannot be held to a quotation or offer in the event that the purchaser knows or can reasonably be expected to understand that the quotation or offer concerned, or one or more parts thereof, contains an obvious mistake or clerical error. Furthermore, any quotations or offers provided will not permit the purchaser to derive any rights with regard to agreements enacted in the future.
- 2.3. The supplier is entitled to require the purchaser to provide suitable security or payment in advance in order to ensure that the relevant obligations are fulfilled. If such security or advance payment is not provided, the supplier will be released from all (further) obligations, without prejudice to the right to demand fulfilment and/or damages from the purchaser.
- 2.4. Assignments and/or orders made by the purchaser will be deemed to be irrevocable and cannot be withdrawn.

Article 3. Prices

- 3.1. All prices and rates are in euros and exclusive of VAT.
- 3.2. In the event that once an offer has been made or an agreement has been concluded, but before delivery is made, any factors used to determine the cost price, such as purchase prices, wages, taxes, duties, outgoings or similar, or rates of exchange, change by more than 5% to the supplier's disadvantage, the

- supplier will be entitled to charge corresponding additional amounts on the agreed prices.
- 3.3. Price increases based on the previous paragraph will not give the purchaser the right to dissolve the agreement, unless a price increase for the reasons stated in the previous paragraph occurs within 3 months after the agreement is concluded and the net price increase is more than 10%.
 - 3.4. The costs of designing the layout of cans, caps, labels and related packaging materials on behalf of purchasers and the creation of printing blocks and layouts of both the design and the drawings and the printing blocks and layouts themselves, as well as the costs of modifications to printing blocks and layouts as dictated by national or international authorities and everything connected with or related to thereto will be borne by the purchaser.
 - 3.5. All prices and rates are based on delivery 'ex works' and do not include the costs associated with transportation, insurance and packing. If applicable, the supplier will be entitled to make a separate charge in respect thereof and to charge for these in full.
 - 3.6. Consular costs, the costs of certificates and the drafting of invoices or other documents required for the exporting of goods will be charged to the purchaser.

Article 4. Obligation to purchase

- 4.1. In the event of on-call delivery and/or an order for the printing of labels, the production of lithographed cans and/or other purchaser-specific items, the purchaser will be obliged to purchase these items within 9 months after formation of the agreement, unless a different term has been agreed in writing.
- 4.2. If the purchaser fails to purchase the items within the agreed term or within the term stipulated in the previous paragraph, the supplier will be entitled to charge the purchaser for the remaining stock, plus storage costs amounting to 7% of the invoice amount applicable to the remaining stocks.
- 4.3. If the purchaser fails to purchase the (remaining) stocks within 14 days after a written notice of default, the supplier will, without prejudice to its right as referred to in the previous paragraph, be entitled to sell or destroy those stocks, without entitling the purchaser to dissolve the agreement or suspend payment in whole or in part.

Article 5. Term of delivery

- 5.1. Unless explicitly agreed otherwise in writing, all delivery dates and terms of delivery stated by the supplier are solely indicative. The term of delivery will not commence until after the formation of the agreement and after the supplier has received from the purchaser all information necessary for the fulfilment thereof and any security or advance payment required by the supplier in accordance with Article 2, paragraph 3 has been made.
- 5.2. The supplier will never be obliged to pay any damages in the event that the term of delivery is exceeded. If the agreed term of delivery is exceeded by more than 30 days, the purchaser will be entitled to dissolve the agreement, provided that the purchaser has sent the supplier a written notice of default with due consideration for an additional term of at least 14 days and delivery is nevertheless not made.

- 5.3 The supplier is entitled to make deliveries in consignments. If partial deliveries are made, the supplier will be entitled to invoice and request payment of each separate consignment, in accordance with the applicable payment terms.

Article 6. Delivery location; passage of risk

- 6.1 All deliveries will be made ex works or from the supplier's warehouse (FCA-A), in Veendam or Zaandam.
- 6.2 The risk in respect of the items to be delivered to the purchaser will pass to the purchaser from the moment that the items have left the supplier's business premises/warehouse where the items have been stored.
- 6.3 The supplier will only take out insurance if explicitly agreed in writing with the purchaser. The costs of any such insurance will be charged to the purchaser.

Article 7. Retention of title

- 7.1 All goods supplied by the supplier to the purchaser will remain the supplier's property until the purchaser has met, in full, all claims by the supplier against the purchaser in connection with this agreement and/or previous or subsequent agreements of the same type, including in relation to damage, costs and interest.
- 7.2 As long as the purchaser does not yet own the items, the purchaser will not be entitled to sell or process the items other than as part of the performance of its profession or business, or to establish any limited right in respect of the same.
- 7.3 If the purchaser has resold the items or if the supplier's retention of title has been voided by specification or accession, the purchaser will be obliged, upon the supplier's first request thereto, to pledge its claim against its purchaser(s) (third parties) to the supplier and to assist the supplier in any other manner in taking all reasonable measures that the supplier wishes to implement in order to protect its rights of ownership of the items and that do not unreasonably hinder the purchaser in its normal business operations.
- 7.4 The purchaser will warn the supplier of any attachment or of any (imminent) suspension of payments or insolvency applicable to the purchaser, and will inform the bailiff, administrator or receiver of the supplier's rights.

Article 8. Payment

- 8.1. Payment of the invoices from the supplier must be effected, without any discount and/or set-off, within 30 days from invoice date and into an account designated by the supplier or at the offices of the supplier, in legal tender valid in the Netherlands. The purchaser's right to invoke setting-off or suspension is excluded. The supplier is authorised to send invoices, including in the case of partial deliveries.
- 8.2. Payment will first of all be used to pay the costs, subsequently to reduce the interest due and after that to reduce the oldest outstanding amount and current interest.
- 8.3. In the event of late payment, the purchaser will be legally in default and will owe interest on the full invoiced amount, at a percentage equivalent to the statutory commercial interest rate in accordance with Section 6:119a of the Dutch Civil Code increased by 1%, starting from the date on which the invoice becomes due and payable.

- 8.4. All costs of collection, both in and out of court, will be borne by the purchaser. The extrajudicial costs are set at 15% of the principal sum and interest, subject to a minimum amount of €200, without prejudice to the supplier's right to claim the extrajudicial costs actually incurred.
- 8.5. If the agreement is cancelled or terminated, the purchaser will owe 15% of the net amount invoiced or to be invoiced in relation to the respective delivery, without prejudice to the supplier's right to claim full damages consisting of, but not limited to, costs incurred and loss of profit, and without prejudice to the right to claim fulfilment of the agreement.

Article 9. Guarantee

- 9.1. The supplier will guarantee the quality of its products for a period of 12 months after the date of delivery to the purchaser, on condition that these products are used in a normal manner and provided that the purchaser has ensured the proper storage of the goods; all without prejudice to the provisions of Article 11, paragraph 4.
- 9.2. The supplier will guarantee that the text and content of the MSDS (Material Safety Data Sheets) made available to the purchaser correspond to the product produced by the supplier and with Dutch legislation and regulations as applicable at the time that the MSDS are delivered to the purchaser; this without prejudice to the provisions of Article 11, paragraph 4. The remaining texts on labels and printed cans will be the purchaser's responsibility and the supplier does not accept liability in that regard.

Article 10. Quality

- 10.1. The purchaser is obliged to inspect the quantity and quality of the goods immediately upon delivery. Rejects up to 1% are permitted at all times. The foregoing will also apply in the event of partial deliveries.
- 10.2. The purchaser must file any complaints in writing, within 14 days after delivery, together with a sufficient number of samples and other information to enable assessment of the complaint. Following the expiry of this term, the purchaser will be considered to have approved the goods delivered. The foregoing will also apply in the event of partial deliveries.
- 10.3. In the event of hidden defects, the complaints must be filed in writing and without delay, within 14 days at the latest after the defect was found, or could reasonably have been found or should have been found.
- 10.4. The filing of a complaint will not release the purchaser from its obligations.
- 10.5. The deadlines for the submission of complaints as referred to in paragraphs 2 and 3 of this article must be complied with, on penalty of forfeiture of the purchaser's right to dissolution, to fulfilment of the agreement and/or to claim damages.
- 10.6. Any right to complain will also be forfeited if the purchaser has transported, handled, used, treated or stored the items in an unsound manner or contrary to the instructions given by or on behalf of the supplier, if the items have been processed by or on behalf of the supplier, or if the purchaser fails to comply or fails to comply properly or in full with any of its obligations towards the supplier ensuing from this agreement.

- 10.7. If a complaint is justified, the supplier will solely – at its own discretion – be obliged either to offer the purchaser an appropriate price reduction or to replace the respective item or items at no cost.

Article 11. Liability

- 11.1. If the supplier fails to fulfil its obligations, the supplier will be liable for any direct damage caused by such non-performance. The supplier's liability will be limited to an amount not exceeding the amount paid out by the supplier's business liability insurance in the respective case, to be increased by the excess. If, for whatever reason, no payout is made under the business liability insurance, or if the insurance does not cover the damage, liability will be limited to the net amount invoiced or to be invoiced for the respective delivery.
- 11.2. The supplier's liability for indirect losses damage (including trading losses and/or losses due to business interruption, loss of profit and immaterial damage) is explicitly excluded. This limitation of liability will not apply in the event of damage or losses caused by intentional acts or gross negligence on the part of the supplier or of its managers.
- 11.3. The supplier is not liable for defects or non-delivery as a result of the use of materials, raw materials, formulas, texts, labels or packaging prescribed by or made available by the supplier or suppliers or service providers prescribed by the supplier, all without prejudice to the supplier's obligation to transfer any claims against the third parties involved to the purchaser.
- 11.4. All liability or warranty for damage arising on the territory of Canada and/or the United States of America, as well as damage to be assessed under the law of these states, is excluded.

Article 12. Indemnification by the purchaser

- 12.1. The purchaser indemnifies the supplier unconditionally against all possible claims for damages and liability by third parties related, in whole or in part, to the products purchased by the purchaser from the supplier. This includes but is not limited to damage and/or claims caused in part by the use of the materials, raw materials, formulas or packaging prescribed or made available by the purchaser and/or the use of texts, labels, designs, brands, names, models or other objects of industrial or intellectual property prescribed or approved by the purchaser.

Article 13. Confidentiality, intellectual property

- 13.1. The purchaser is obliged to uphold the confidentiality of all business-sensitive or competition-sensitive information belonging to the supplier which, due to its nature or in accordance with a notification from the supplier, can be considered confidential and of which the purchaser has taken cognisance as part of fulfilment of the agreement with the supplier. The purchaser is bound to impose this obligation on its employees and all persons working for it and must guarantee compliance with that obligation.
- 13.2. Confidential information as referred to in the previous paragraph may only be used for the purpose for which it was provided by the supplier. This information may only be provided to third parties if and in so far as the supplier has granted its prior written consent.

- 13.3. Working methods, ideas, formulations, models, quotations, drafts, plans, techniques, drawings, written recommendations and other documents created by or on behalf of the supplier are and will remain the property of the supplier. Unless otherwise agreed, the purchaser may not reproduce, make public, copy, amend or make available to third parties any of the items referred to in the previous paragraph, without the prior written consent of the supplier.
- 13.4. All rights arising from intellectual property, including copyrights, trademarks, patents and similar will remain the property of the supplier.
- 13.5. For any violation of the obligations as set out in this article the purchaser will forfeit to the supplier an immediately due and payable penalty of €50,000, without notice of default or judicial intervention being required, and without prejudice to the supplier's right to submit a claim for damage or losses actually incurred.

Article 14. Force majeure

- 14.1. Force majeure is defined as any circumstance that is beyond the supplier's control or which it cannot reasonably control and which renders delivery of items or provision of services by the supplier difficult or impossible, either in whole or in part, temporarily or for an indefinite period, especially as a result of, but not limited to, war, threat of war, (global) pandemic, riot, storm, flood, strike, transport difficulties, fire, government measures, including at any rate import and export bans and fixing of quotas, force majeure invoked by a contract party of the supplier, and/or business interruptions.
- 14.2. In the event of force majeure, the supplier will be entitled, at its own discretion, to dissolve the agreement entered into or the part of it that has not yet been performed, or to perform the agreement in whole or in part at a later point in time, without the purchaser being entitled to claim any compensation in respect thereof.
- 14.3. If the situation of force majeure has been ongoing for more than 3 months or will undoubtedly continue to apply for more than 3 months, the purchaser may dissolve, in writing, the part of the agreement that has not yet been performed, without the supplier being bound to pay damages.

Article 15. Dissolution

- 15.1. The supplier is entitled, at its own discretion, to suspend fulfilment of the agreement or to dissolve the agreement out of court without prior notice of default in the event that:
 - a. The purchaser fails to comply or fails to comply in a timely or proper manner with its obligations under the agreement or if it has been ascertained that fulfilment without shortcoming will be impossible.
 - b. The purchaser is declared insolvent or an application for its insolvency or for a suspension of payments has been lodged or granted.
 - c. The purchaser proposes a settlement to its creditors.
 - d. An attachment order is enacted in respect of the purchaser's assets, or part thereof.
 - e. The purchaser dissolves or ceases its business, or, in the event that the purchaser is found to be insolvent in some other manner.

Article 16. Other stipulations, applicable law and competent court

- 16.1. In the event that one or more of the provisions of these terms and conditions are invalid or declared inoperative by the court, the other provisions will remain in full force and effect.
- 16.2. All offers from the supplier, agreements with the supplier and the fulfilment of any such agreements will be governed solely by Dutch law; the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 16.3. Any and all disputes ensuing from or related to the agreements concluded between the supplier and the purchaser will be brought exclusively before the court of Noord-Nederland, location Groningen, without prejudice to the supplier's right, in its capacity as claimant or applicant, to have the case decided by the court within whose jurisdiction the purchaser's domicile or the goods are located, all subject to appeal.

Version: 2021/01