

General Terms and Conditions for Sales (GTC) of Greiner Bio-One nv/sa (GBO)

Valid with effect from 15 December 2021

1. General and Order

- 1.1 With regard to all business relations of GBO pertaining to the supply of goods or services (both hereinafter referred to as "Deliverables") by GBO, the present GTC shall exclusively apply. Any differing terms shall be invalid, even if the same have not been expressly contradicted. Deviations from these GTC intended by the Client shall only be valid when acknowledged in writing by GBO. These GTC explicitly apply for any purchase orders placed by the Client based on these GTC ("Purchase Orders"), contracts with the Client, and all transactions between the Client and GBO entered into in the future, even if these GTC are not referred to separately on a case-by-case basis.
- 1.2 The Client declares to have taken note of these GTC and to accept them in their entirety. The acceptance of these GTC also implies that the Client fully waives the application of its own GTC.
- 1.3 All general sale offers (including price lists) by GBO are deemed an invitation to the Client to place a Purchase Order and shall be subject to confirmation by GBO in order to be binding and shall not obligate GBO to make delivery. Client's Purchase Orders and any contracts with Client subject to these GTC shall become effective upon written confirmation or upon delivery of the Deliverables by GBO.
- 1.4 The signatory who places an order, in his own name or in the capacity of authorized representative, or who pays for the order, in whole or in part, even on behalf of third parties, makes a case for these third parties and undertakes to be jointly and severally liable with them.
- 1.5 Any agreements shall only become binding upon GBO once they have been concluded in writing. E-mails shall also be deemed to fulfil the written-form requirement.
- 1.6 Machinery, equipment and tools, as well as manufacturing resources, are the property of GBO, even if the Client has made a cost contribution thereto and the proposals and designs regarding the Deliverables to be manufactured originate from the Client.
- 1.7 Instructions in brochures, instructions for use, user manuals, and other product information provided by GBO ("Instructions") must be strictly followed. The instructions for use define a field of application for the Deliverables ("Intended Use"). Without prior written consent of GBO, the Deliverables must not be used and/or handled outside the Intended Use and/or other Instructions. Furthermore, the Deliverables must not be combined with other products and/or substances. GBO hereby expressly warns against the use and/or the handling of the Deliverables and/or combination with other products and/or substances without prior written consent of GBO. The Client is obliged to strictly adhere to the content of the documents made available to it and may not amend them. Insofar as a contractual territory is agreed, the Deliverables may only be used within such territory. The Client shall inform all further buyers (customers) or users accordingly. GBO shall not be responsible and does not assume any liability in respect of any incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, instruction manuals, or any other documents prepared by the Client, which are in any manner provided or made available to the customer or user. The same shall also apply if GBO shall have authorized or given its consent to such documents, because such authorization or consent shall be limited merely to the layout and compliance with corporate identity and shall not pertain to content.
- 1.8 The Client unilaterally and irrevocably agrees to future amendments of these GTC by GBO

2. Terms of delivery

- 2.1 Generally, the Incoterms FCA Alphen aan den Rijn (Incoterms 2020) shall apply to deliveries. In case of transactions involving more than two parties, a written agreement on the applicable Incoterm clause has to be concluded.
- 2.2 During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO in connection with transport costs (especially the amount of transport costs) are not binding. The Client shall be responsible for the costs of customs clearance for imports as well as any formalities and the costs thereof (such as product registration, operating licenses) and/or related costs. GBO shall be responsible for the costs of export customs clearance.
- 2.3 GBO may deliver, for reasons of packaging, up to 2% (two per cent) more or less of the quantity ordered without being in breach of contract. In such event, the quantity actually delivered shall be charged.
- 2.4 In case GBO does not deliver in time, the Client must set a reasonable cure period for the delivery in writing. In case GBO has defaulted on the extended cure period, the Client may cancel the contract subject to these GTC. During the duration of force majeure events (e.g. COVID 19 pandemic), statements of GBO about delivery dates as well as dates in general, forecasts and lead times are not binding. GBO is only liable for default based on gross negligence or willful misconduct. If the Client refuses acceptance on the due date, in particular if the Incoterm clause FCA applies to the delivery in question and no carrier appears from the contractual partner at the agreed delivery time, it shall nevertheless make full payment of the purchase price. In such instances, GBO stores the Deliverables at the risk and expense of the Client; at Client's request, GBO shall insure the Deliverables at Client's expense. Upon Client's failure to accept the Deliverables within 14 (fourteen) days of GBO's offering, GBO is entitled to rescind the contract or claim damages for non-fulfilment.
- 2.5 Force majeure means the situation in which the performance of the agreement by GBO is prevented in whole or in part, temporarily or otherwise, by circumstances beyond GBO's control, even if such circumstances were foreseeable at the time of conclusion of the agreement. The following situations are considered, without being exclusive, to be force majeure: interruption of production at GBO's factories or at the facilities of GBO's suppliers or subcontractors, default by GBO's suppliers or subcontractors, import or export restrictions imposed by the government or other sovereign measures, accidents, breakdown of machinery, strike or lockout, fire, call-out, war, epidemics, pandemics, natural disasters, flood, fuel shortages, electrical, IT, internet or telecommunications failures and errors or delays attributable to third parties. During a situation of force majeure, the delivery period shall be automatically extended for the duration of such disruption. Delays in the performance of GBO resulting from the COVID 19 pandemic shall be qualified as acts of force majeure. If such disruption shall last for longer than 14 (fourteen) days, both parties shall be entitled to cancel the contract subject to these GTC. In this event, the Client shall not be entitled to claim damages and GBO is discharged from its duty to perform.
- 2.6 GBO shall be entitled to make partial deliveries and render partial services as far as GBO may reasonably expect acceptance by the Client.
- 2.7 In case of imminent consequences under civil or criminal law due to the delivery of the Deliverables, GBO is entitled at any time to suspend deliveries or cancel them completely. In such cases, the Client shall not be entitled to claim damages.
- 2.8 Complaints relating to visible defects are only valid and shall be examined on condition that the Customer has not put the Services into use. Such complaints do not suspend Client's payment obligation.
- 2.9 In the event of delay or defect in the delivery of the ordered products, the Client may not obtain deliveries elsewhere at the expense of GBO. Articles 1143 and 1144 of the former Civil Code do not apply to the agreement between GBO and the Client.
- 2.10 GBO is not bound to any future delivery obligation due to the one-time or continuous delivery of Deliverables to the Client.

3. Transfer of risk

The risk of loss passes to the Client according to the Incoterms individually agreed upon. The loss or damage to the Deliverables after the risk has passed to the Client shall not release the Client from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which the Client is responsible, the risk of loss shall pass to the Client from the date of readiness for dispatch. Risk of loss shall also pass to the Client if the Deliverables are made available to the Client and the Client unjustifiably refuses acceptance. Any storage expenses incurred after the risk of loss has passed shall be payable by the Client.

4. Retention of title

- 4.1 GBO shall retain title to the Deliverables until full payment of invoice amounts (retention of title).
- 4.2 Until transfer of title, the Client shall hold the Deliverables in safekeeping on behalf of GBO. It shall store the Deliverables in a due and proper manner at its own expense and protect and insure the Deliverables against destruction and deterioration. In the event of payment default, GBO shall be entitled without setting a further extension of time to withdraw from any contract subject to these GTC and to claim return of the Deliverables as well as, if the Client fails to comply, to attend at the Client's places of storage or those of third parties in order to repossess the Deliverables.
- 4.3 The Client shall not be entitled to use or lend the Deliverables as collateral.
- 4.4 If the Deliverables to which title is held by GBO is mixed, combined or integrated with other items, the Client shall assign its rights of ownership or co-ownership in the new item to GBO and shall hold the item in safekeeping on behalf of GBO with due commercial care.
- 4.5 The Client may sell the Deliverables to which title is held by GBO only in the context of regular business transactions, and provided it is not in payment arrears. The Client hereby assigns to GBO its purchase-price claims against its customers arising from resale and shall enter the requisite endorsement of validity in its accounts or on its invoices and take all requisite steps to ensure that such assignment is legally valid.
- 4.6 Furthermore, in the event of assignment, GBO shall be entitled to notify the Client's end customer at any time. Consent to resale, processing or combining shall automatically lapse as soon as any insolvency proceedings are instituted in respect of the Client. GBO undertakes to release any collateral or any part thereof at the request of the Client if the realizable value of the collateral exceeds the value of the claims to which GBO is entitled. GBO shall select the collateral to be released.
- 4.7 Retention of title by the Customer is prohibited.

5. Prices, payment terms and invoicing

- 5.1 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by GBO shall in all cases be borne by the Client.
- 5.2 The purchase price is in principle the price set by GBO, or if the price has not been set, the price stated in the current price lists of GBO, as valid at the time of the Purchase Order.
- 5.3 The VAT identification number of GBO is BE 0419.601.016. In the case of deliveries to other EU member states, the Client is obliged to inform GBO immediately of its VAT identification number.
- 5.4 In the case of intra-Community deliveries and exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered.
- 5.5 The Client shall, unsolicited and without delay, provide GBO with all (transport)proofs, documents and deeds in a suitable form, which are necessary to obtain a VAT exemption for intra-Community deliveries or exports.
- 5.6 If the Client does not comply with this obligation, GBO reserves the right to immediately invoice the legal value added tax which the Client has to pay together with the invoice amount. The Client shall indemnify and hold GBO completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Client shall immediately pay the value added tax subsequently and separately invoiced by GBO.

- 5.7 The Client shall inform GBO immediately, if withholding tax is due in the Client's country of residence for the goods or services supplied. Upon receipt of this information, GBO shall immediately provide the Client with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Client's responsibility to ensure that the tax authorities in the Client's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.
- 5.8 The Client shall be liable for all additional tax payments resulting from incorrect information provided by the Client.
- 5.9 GBO shall not be liable for future changes; taxes and duties resulting from such changes shall be borne by the Client. The Client must ensure that these taxes are duly reported and paid.
- 5.10 GBO shall be at free to transmit invoices either by post or electronically (e.g. via email).
- 5.11 Within the framework of an ongoing business relationship, GBO reserves the right to raise the price of the Deliverables as is necessary based on general price changes beyond GBO's control (such as exchange-rate fluctuations, currency regulations, customs changes, a significant rise in costs of materials and manufacture).
- 5.12 Invoice amounts shall be paid within 30 (thirty) days from date of invoice by way of transfer to GBO's account in the currency stated in the invoice, free of any charges and fees, unless otherwise agreed in writing. GBO and the Client may agree that the Client shall open a letter of credit via a bank acceptable to GBO.
- 5.13 All payments shall be made at Client's risk and expense. Client's payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to GBO's account.
- 5.14 Payments made by the Client to GBO shall be applied first to the costs owed by the Client, then to the interest owed and only finally to the principal amount owed.
- 5.15 Offsetting by the Client is prohibited.
- 5.16 Force majeure on the part of the Customer is expressly excluded if the Client's obligation towards GBO is essentially a payment obligation.
- 5.17 In the event of payment default and/or deterioration in the Client's credit rating, notwithstanding any further rights of GBO, GBO shall be entitled, at its discretion, to: (i) cancel the contract subject to these GTC or suspend further deliveries to the Client; (ii) shorten the Client's payment period; (iii) demand payment in advance; (iv) request security in the value of the delivery; or (v) charge default interests in the sum of 9% per annum provided GBO does not incur higher costs for obtaining credit. Furthermore, the defaulting Client shall bear all expenses related to the collection and recovery of the outstanding invoice amounts.

6. Intellectual property

The Client acknowledges that the Deliverables are the intellectual property of GBO. GBO reserves all rights, in particular rights of ownership, in respect of (i) the Deliverables; (ii) manufacturing processes; (iii) filling and utilization processes; (iv) know how, inventions and improvements; and (v) copyrights, intellectual property rights and applications for intellectual property rights. Unless separately agreed in writing for a clearly defined use, GBO does not grant any rights or licenses to the intellectual property of GBO to the Client. The Client shall not be entitled to use trademarks of GBO, to use them outside the Intended Use and/or other Instructions, to modify them, to apply for them or to include trademarks of GBO into its (registered) corporate name without the explicit written permission of GBO.

7. Warranty

- 7.1 Unless otherwise agreed in writing, the Deliverables shall conform with a contract subject to these GTC if: (i) it is suitable for a particular purpose of which GBO is expressly notified upon conclusion of contract and GBO has confirmed the same in writing; (ii) it possesses the features of an article which GBO or the Client have presented by way of sample or specimen; or (iii) it is suitable for the purposes for which a Deliverable of the same type is usually used.
- 7.2 GBO shall not be liable for the Deliverables if, upon formation of the contract the Client knew or should have known of such a defect or material breach.
- 7.3 GBO shall not be liable for any use of the Deliverables outside of the Intended Use and/or other Instructions.
- 7.4 The warranty period shall be the shelf life of the Deliverables, but no longer than 2 (two) years upon delivery (transfer of risk to the Client in accordance with the agreed Incoterm clause).
- 7.5 The Client must immediately, upon receipt of delivery as per Section 7.4 inspect the Deliverables or have it inspected. The Client has no claim for damages for non-conforming Deliverables if it fails to notify GBO immediately after it has or should have discovered the non-conformity or a defect, specifying the nature of the contractual breach. The Client shall notify GBO within 3 (three) months upon delivery as per Section 7.4 about a non-conformity or defect or otherwise forfeit its rights.
- 7.6 In case of delivery of non-conforming Deliverables, the Client shall provide GBO a reasonable cure period to fulfil its duties.
- 7.7 In the event that GBO is not willing or able to fulfil its duties, the Client may: (i) reduce the price in the same proportion as that by which the value of the Deliverables at the time of delivery compares with the value which the contractual Deliverables would have had at the same time; or (ii) withdraw from the contract subject to these GTC. If, however, GBO remedies a defect in fulfilment of its duties, or if the Client refuses to accept fulfilment by GBO, the Client may neither reduce the price nor withdraw from the contract which is subject to these GTC. Moreover, the Client shall lose the right to declare rescission of the contract subject to these GTC or to claim substitute delivery from GBO if it is unable to return the Deliverables in the same condition as that in which it was received by the Client. In deviation from above, the default only occurs after the notice of default has been served, granting GBO a reasonable period of 14 (fourteen) days for performance and no performance has taken place within such period.

8. Vigilance Reporting System for Distributors of Medical Devices (applicable only if the Client is also a GBO Dealer¹)

- 8.1 The Vigilance Reporting System for Distributors of Medical Devices aims at ensuring the protection of health and safety of patients and users.
- 8.2 In case of an incident, the Client shall be under a duty to inform GBO immediately thereof. GBO shall be responsible for taking further action and, in the course thereof, is also under a duty to report the incident to the competent authorities in accordance with applicable regulations.
- 8.3 The Client shall comply with the instructions of GBO.
- 8.4 In case of a notifiable incident concerning GBO's products, the Client may only communicate with the competent authorities with GBO's prior written consent. The Client shall keep GBO regularly informed of any direct contact with authorities.

9. Vigilance Recall System for Medical Devices (applicable only if the Client is also a GBO Dealer¹)

- 9.1 The Client is aware that GBO is under a duty to be able to trace individual Deliverables including those sold to the Client's customers (users). The Client shall be under a duty to keep records enabling GBO to trace individual Deliverables sold to the Client. The Client shall be under a duty to retain such records for a period of 12 (twelve) years, commencing from the date of delivery to the Client's customer. The Client must ensure a corresponding system with its own customers. The Client shall take all necessary steps to support GBO to identify at all times the location of individual Deliverables or the customers of such Deliverable. Such obligation is not affected by the termination of the contract subject to these GTC with the Client.
- 9.2 GBO shall initiate a product recall if there is a risk that the use of the Deliverables could result in death, serious bodily injury or impairment of health of a user.
- 9.3 The Client shall be responsible for informing its customers of relevant recall procedures as provided by GBO.
- 9.4 Client's customer shall confirm the receipt and acknowledge the information provided via fax or e-mail to the Client within a period of 10 (ten) days. Otherwise, the customer must be informed again by the Client.
- 9.5 The Client shall collect such confirmations and deliver the same to GBO.

10. Liability

- 10.1 GBO shall be liable for its own fault and for the fault of its vicarious agents. Liability based on minor negligence shall be precluded unless the related claims are mandatory claims arising from causation of death, physical injury and/or damage to health.
- 10.2 GBO's liability in relation to the Client in respect of all claims under any contract subject to these GTC, whatever the legal grounds therefor, shall be limited to the purchase price of the Deliverables or – in so far as this shall not be possible on the basis of statutory provisions – a maximum of the simple total of GBO's business liability insurance, whereby this shall not exceed EUR 2,000,000.00.
- 10.3 Under no circumstances shall GBO be liable (whether on the basis of contractual liability, liability in tort or other liability) for: (i) loss of profits; and/or (ii) indirect losses or consequential losses; and/or (iii) damages resulting from changes the Client made to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions, irrespective of whether or not the parties, upon conclusion of a contract subject to these GTC, considered such losses, and the same were incurred by the Client in connection with the said contract and/or fulfilment thereof. The Client shall indemnify and hold harmless GBO and its representatives of claims and actions of third parties in full, which result from a use of the Deliverables outside the Intended Use and/or other Instructions.
- 10.4 If GBO produces the Deliverables in accordance with specifications, drawings, specimens or other documents provided by the Client which infringe rights, in particular intellectual property rights, of third parties, the Client shall indemnify and hold harmless GBO and its representatives in full. The Client shall also indemnify and hold harmless GBO and its representatives – especially in case of an infringement of intellectual property rights of third parties – in full if the Client makes changes to the Deliverables or to items concerning the Deliverables (e.g. Instructions), which deviate from the Intended Use and/or other Instructions and/or in case of an indirect infringement of property rights on the part of GBO caused by actions of or the use by the Client. At GBO's request, the Client shall make advance payments for anticipated reasonable attorney's fees and legal costs of preparation, defense, investigation and proceedings. The liability of the Client shall also include the costs for out-of-court dispute settlement attempts and in any case reasonable costs of legal representation.

11. Confidentiality

- 11.1 All information disclosed by GBO within the framework of a contract subject to these GTC shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly non-confidential. All rights in the confidential information shall be reserved to GBO and title thereto shall continue to be held by GBO.
- 11.2 Nothing in these GTC or in a contract between GBO and the Client shall be interpreted as granting the transferring any rights to confidential information by transferring ownership rights in the Deliverables.
- 11.3 No confidential information may be disclosed to third parties without GBO's prior written consent.
- 11.4 Publications of the Client in respect of or in connection with Deliverables require GBO's prior written consent.
- 11.5 The duty of confidentiality will survive the termination or expiry of a contract subject to these GTC.

¹Dealer shall be a deemed natural person or legal entity engaged in the resale of products to third parties, in particular end customers, in its own name and for its own account.

12. Compliance (applicable only if the Client is also a GBO Dealer¹)

- 12.1. The Client undertakes at all times during the contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, https://www.gbo.com/fileadmin/user_upload/Downloads/Code_of_Conduct/Code_of_Conduct_for_Suppliers_and_Business_Partners_EN.pdf, as amended, plus all applicable laws and provisions, in particular the US Foreign Corrupt Practices Act of 1977 (as amended), as well as the applicable anti-trust, competition and anti-corruption laws. Neither the Client, nor those persons acting in its name, in particular executives, employees or representatives, shall make or offer improper payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Client undertakes that its own vicarious agents/partners shall comply with comparable principles to those of the Greiner Code of Conduct.
- 12.2. The Client is aware that some territories, legal entities and/or natural persons are subject to sanctions and/or embargoes under various jurisdictions (under e.g. US law, EU law, national law). The Client is obliged to (i) conduct sufficient due diligence and closely monitor its customers at all times and (ii) to ensure by means of adequate standards that it does not supply Deliverables to legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes or (iii) otherwise act in violation of applicable sanctions and/or embargoes and/or in a manner that would expose the Client and/or GBO to potential export or sanctions penalties.
- 12.3. GBO reserves the right to audit the Client at any time during business hours further to prior written notice to verify compliance to the terms of the said Code of Conduct and all applicable laws and rules.
- 12.4. In the event of non-compliance, GBO reserves the right to terminate the contract subject to these GTC at any time and with immediate effect through written notice to the Client.

13. Miscellaneous

- 13.1 The Client grants GBO, as well as all affiliated companies of GBO, the right to name the Client as a reference customer by using first/last name or company name, address and company logo. This right is granted to GBO free of charge and is unlimited in time, space and content. The Client can revoke this consent at any time in writing to GBO (e.g. via email). The legality of the naming as reference customer up to the revocation is not affected by the revocation of the consent. GBO will remove, under consideration of their legitimate interests, as far as economically reasonable and/or technically possible, publications already arranged before receipt of the revocation declaration of the Client. The Client is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO's prior written consent and any assignment in violation of this provision is null and void.
- 13.2 GBO, as well as all companies with which GBO is directly or indirectly associated by way of a holding constituting at least 50% (including sister companies), shall be entitled to undertake offsetting in respect of claims which may or may not be due and payable, including future claims, held by GBO against the Client or held by the Client against GBO.
- 13.3 Nothing in these GTC and contracts subject to these GTC shall establish a partnership, company or joint venture of any type. Neither party shall be entitled to act as representative of the respective other party for any purpose whatsoever and/or to commit the respective other party or to give undertakings on behalf of the other party. In the event of termination of the contract, the Client shall not be entitled to any consideration, indemnification, or remuneration of costs of market development or amortized or non-amortized investments.
- 13.4 If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 13.5 These GTC and all contracts subsequently concluded between GBO and the Client (out of or in connection with these GTC and/or in connection with any contractual relationship between GBO and the Client subject to these GTC) shall be exclusively governed by and construed under the laws of Belgium law with the exclusion of any conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and any statute implementing this convention.
- 13.6 Exclusive place of jurisdiction for GBO and the Client is agreed as the court in Brussels, Belgium, having subject-matter competence. GBO shall also have the right to institute legal proceedings before a court having competence with regard to the Client.
- 13.7 The Client shall not pass on to customers and/or third parties its access data relating to GBO web portals. In the event of departure of an employee from the Client, GBO shall be immediately notified, and the said employee's access data must be immediately amended. The Client shall change its passwords at regular intervals.
- 13.8 GBO applies privacy policy according to its Data Privacy Statement at https://www.gbo.com/en_BE/data-privacy.html