

General conditions of sale and delivery for goods and services of Delta Life Science

Clause 1 – Definitions and interpretation

1.1 For the purpose of these Sales Conditions and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

Agreement any agreement concluded between Delta Life Science and (one or more) Buyer(s) concerning the delivery of Goods or the performance of Services by Delta Life Science, as laid down in the agreement, of which these Sales Conditions form an integral part, including all appendices, subsequent amendments thereof and/or addenda thereto.

Buyer Delta Life Science's contracting party, being the (potential) buyer or a (legal) person on behalf of the (potential) buyer, named as such in the Agreement.

Delta Life Science Delta Diagnostics B.V., a private company with limited liability, with its registered office in Rotterdam and having its principal place of business at Marconistraat 16 in 3029AK Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 71183477.

Goods all the goods (including software) to be sold and/or supplied by Delta Life Science to the Buyer under the Agreement.

Incoterms means the latest version of the Incoterms drafted by the International Chamber of Commerce in Paris, France.

Intellectual Property Rights registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

Sales Conditions these general sales conditions of Delta Life Science.

Services all services, such as, but not limited to, consultancy, training, and maintenance to be performed by Delta Life Science under the Agreement.

Specifications the detailed specifications, descriptions and drawings of Goods and/or Services agreed upon between the Parties and specified and defined as such in the Agreement.

Parties or **Party** Delta Life Science and the Buyer individually or together.

1.2 The headings of these Sales Conditions are for ease of reference only and are not intended to qualify the meaning of any clause or section thereof.

1.3 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.4 References to the Parties include their respective successors in title and permitted assigns.

1.5 In these Sales Conditions the term 'in writing' or 'written' includes by regular post, e-mail and any other electronic communication device customary in the market.

Clause 2 - Applicability

2.1 These Sales Conditions apply to and form part of all legal relationships whereby Delta Life Science acts as (potential) seller and/or service provider. Legal relationships also mean all obligations between Delta Life Science and the Buyer arising from written or unwritten law. This also includes any continuing performance agreement applicable between Delta Life Science and the Buyer (arisen implicitly or otherwise), arising from a series of isolated agreements and/or a consistent commercial relationship between Delta Life Science and the Buyer.

2.2 Deviations from these Sales Conditions are valid only if in writing. Such a deviation has no effect with regard to any other (future) agreements.

2.3 Applicability of general terms and conditions used by the Buyer is expressly rejected.

2.4 Should there be a conflict between the terms of these Sales Conditions and the terms of the Agreement, the terms of the Agreement shall prevail.

2.5 If Delta Life Science does not invoke the provisions of these Sales Conditions in a particular case, this does not mean that Delta Life Science has waived the right to invoke the provisions of these Sales Conditions in other cases.

Clause 3 - Offers

3.1 All quotes, offers and price specifications made by Delta Life Science are without commitment so that Delta Life Science is always entitled to revoke the offer, regardless of whether there is a term within which the acceptance must have been effected. The offer can also be revoked by Delta Life Science within two (2) working days after acceptance by Delta Life Science.

3.2 Every offer made by Delta Life Science is subject to reservation of (timely) deliverability/availability of what is offered.

3.3 A quote and/or offer of Delta Life Science is valid only for the Buyer to which it has been made and only for the duration of the term of validity.

3.4 A Buyer cannot derive any rights from oral commitments of Delta Life Science, unless and to the extent those are confirmed in writing by Delta Life Science.

Clause 4 - Agreement

4.1 No purchase order shall be binding on Delta Life Science unless it has been confirmed by Delta Life Science in writing. Such purchase order confirmation shall constitute an Agreement.

4.2 If a purchase order is placed by the Buyer without a prior offer or quotation and the Buyer takes delivery of a Good and/or Service, this shall in any case constitute as Agreement under these Sales Conditions and as a confirmation of the purchase order.

4.3 A change or addition to an Agreement is only valid if it has explicitly been agreed between Delta Life Science and the Buyer in writing.

4.4 If delivery of Goods and/or Services is effected without prior consultation on price, quantity, composition and/or conditions, the Buyer is bound by price and conditions which Delta Life Science stipulates for that delivery.

Clause 5 - Measurements, weights, images and technical data

The measurements, weights, dimensions, capacities, prices, technical data and images set out in Delta Life Science's catalogues, website, stock lists and other advertising material are approximate only. These data shall not be binding, unless and insofar as they are expressly guaranteed in the Agreement.

Clause 6 - Price

6.1 The prices are in EURO, unless otherwise agreed.

6.2 The prices are exclusive of taxes, duties and other government charges, as well as other expenses to be made

within the scope of the Agreement. Any such taxes, duties and other charges shall be for Buyer's account.

6.3 Delta Life Science has the right, in the event it has extra costs for the performance of the Agreement as a result of an increase in transport rates, supplements in connection with shipping which is hindered in whole or in part, government measures, delay in or impossibility of normal unloading, increase in storage and transshipment rates, congestion, strike, riot or similar events, to charge these costs to the Buyer.

6.4 If, after the conclusion of the Agreement, market forces take place (including, but not limited to, cost increases by (sub)suppliers of Delta Life Science) that lead to an increase in the costs of the Goods and/or Services to be delivered under the Agreement, Delta Life Science shall be entitled to pass on this increase in costs.

6.5 If taxes, levies or import duties which will increase prices are introduced or changed by any government measure, or other government measures are effected after the Agreement is concluded which result in an increase in the cost of Goods and/or Services to be delivered under the Agreement, Delta Life Science shall have the right to pass on this cost increase to Buyer.

6.6 Revocations or reductions of the taxes, import duties, levies or other payments imposed by the government, which were not taken into account when determining the Agreement price, will inure to the Buyer.

Clause 7 - Changes and additional work

7.1 If on the instructions of, or in agreement with, the Buyer any change is made, any additional Goods are delivered or extra Services are performed that are not included in the Agreement, the extra costs thereby incurred shall be charged by Delta Life Science to the Buyer as additional work at the then applicable charging rates. Delta Life Science is not obliged to honor a change request and may require that a separate agreement will be concluded for the purpose.

7.2 Insofar a fixed price has been agreed for, Delta Life Science shall on request inform the Buyer in writing about the financial consequences of the additional work or additional provisions of Goods and/or Services as referred to in this clause 7.

Clause 8 - Payment

8.1 The Buyer must pay the agreed price and any other amounts due (including but not limited to taxes, duties and other charges) within thirty (30) days after the invoice date, unless explicitly otherwise agreed in writing. The day of payment is the day of deposit on Delta Life Science's bank account. Payments by cash or cheque will not be accepted.

8.2 Unless explicitly agreed upon otherwise between the Parties in writing, the Buyer shall pay Delta Life Science's invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of transfer to the bank account of Delta Life Science.

8.3 Contestation of an invoice by the Buyer shall not suspend the fulfilment of its payment obligations.

8.4 The Buyer is only entitled to offset- or retention rights if the Buyer's counterclaims are legally established, uncontested or recognized by Delta Life Science. Moreover, the Buyer shall only be entitled to retention rights in relation to the original Agreement.

8.5 Delta Life Science has the right to offset claims against the Buyer against debts to the Buyer, also if the claims and/or debts are not yet due and payable or eligible for immediate settlement.

8.6 Unless agreed otherwise, an advance payment of 50% for the performance of the Agreement is due thirty (30) days before the delivery of the Goods and/or Services, and the outstanding amount of 50% is due upon delivery of the Goods and/or Services.

8.7 In the event that: a) the Buyer's company is wound up; b) the Buyer's company is attached; c) the Buyer's company is declared bankrupt; and/or d) a suspension of payment is granted to the Buyer; Delta Life Science's payment claims against the Buyer shall forthwith become due on Delta Life Science's demand.

8.8 In the event of late payment, then the Buyer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of 1% (one per cent) per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date the Buyer is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies Delta Life Science may have at law or in equity for such default.

8.9 If Delta Life Science doubts on reasonable grounds that the Buyer is able to perform its payment obligations and/or other obligations, which is in any event so if the Buyer leaves a due debt unpaid, Delta Life Science will be entitled to claim that the Buyer prepays the agreed amount or that the Buyer furnishes sound security. Until the Buyer has done so, Delta Life Science will be entitled to suspend the performance of the Agreement. If the suspension lasts for more than thirty (30) days and the Buyer does not provide Delta Life Science with such adequate prepayment or security within this term, Delta Life Science shall be entitled to terminate the Agreement. The amount of the prepayment or the amount and/or the quality of the security to be provided is at Delta Life Science's discretion.

8.10 All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Buyer to Delta Life Science and not received in time, shall be borne by the Buyer.

Clause 9 - Retention of title

9.1 Delta Life Science retains title to the Goods delivered, including the documents delivered, until the Buyer has performed all its payment obligations to Delta Life Science under the Agreement. The Goods which Delta Life Science delivers to the Buyer thus remain the exclusive property of Delta Life Science – including after and despite processing or treatment – until the time of full payment of all claims of Delta Life Science relating to Goods delivered or to be delivered or Services performed or to be performed for the Buyer pursuant to the Agreement.

9.2 If the Buyer is obliged to pay compensation, title will pass after full compensation has been paid.

9.3 During the period that the title to the Goods still rests with Delta Life Science, the Buyer is obliged at its own expense (i) to store the Goods delivered subject to retention of title carefully and as the recognizable property of Delta Life Science, to (ii) insure the Goods subject to retention of title and keep them adequately insured against all types of damages with an insurance company of financial repute. Buyer cannot transfer the Goods to third parties (sale, hire, pledge them, transfer titles and/or delivery or otherwise dispose of them) and/or encumber them with a security right. Delta Life Science shall be the beneficiary of any indemnity which might be paid by the insurance company. On the request of Delta Life Science the Buyer shall make the respective insurance policy available for inspection as well as evidence of the payment of the insurance premiums.

9.4 If the Buyer fails in the performance of its obligations to Delta Life Science, or if Delta Life Science has reasonable grounds for fearing that the Buyer will fail in the performance of those obligations, Delta Life Science is entitled to take back the delivered Goods at the Buyer's expense without the Buyer's prior notice, without prejudice to Delta Life Science's right to claim further compensation.

9.5 If the contract is terminated by Delta Life Science and/or Buyer and the Goods are still subject to a retention of title, the Buyer must immediately make these Goods available to Delta Life Science. The Buyer does not have the right to set off its claims or suspend its obligations to make the Goods available on the basis thereof.

9.6 If third parties seize Goods subject to retention of title or wish to establish or assert a right to such Goods, the Buyer shall forthwith inform Delta Life Science thereof.

9.7 Demand for, or recovery of, Goods or documents of title by Delta Life Science shall not of itself discharge the Buyer's liability to pay the whole of the Agreement price and take delivery of Goods or Delta Life Science's right to sue for the whole of the Agreement price. Delta Life Science shall however in such case be entitled to dispose of said Goods or to terminate the Agreement without any liability towards the Buyer.

9.8 The Buyer shall inform Delta Life Science without delay regarding any obligation to register a retention of title in an official register or any other formal obligation necessary for the retention of title to be valid in the country where Goods shall be delivered. The Buyer shall at its own costs fully cooperate, assist and give all consents to Delta Life Science regarding any formal obligation necessary to achieve a valid retention of title.

9.9 If the laws of the country in which Goods are located after delivery do not permit Delta Life Science to retain the title to said Goods, but allow the retention of similar rights to the delivered Goods, the Buyer shall provide Delta Life Science with such other equivalent right and shall assist Delta Life Science in the fulfilment of any form requirements necessary for such purpose.

Clause 10 - Delivery and risk

10.1 The delivery of the Goods will be effected in accordance with the agreed delivery condition. This delivery condition shall be interpreted in accordance with the Incoterms. If no delivery condition has been agreed, delivery is effected when Delta Life Science makes the Goods available to the Buyer, ex. works at the premises of Delta Life Science.

10.2 Delta Life Science is permitted to deliver the Goods in partial shipments. In such case Delta Life Science is entitled to invoice separately and the Buyer is obliged to pay these invoices as if they were invoices for separate Agreements.

10.3 If Delta Life Science has given a date or term of delivery it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights. However, Delta Life Science shall at all times use its reasonable efforts to deliver the Goods on time. If Delta Life Science expects a delivery term to be exceeded, it shall forthwith notify the Delta Life Science thereof in writing. In such case, Delta Life Science shall use its reasonable efforts to deliver the Buyer the Goods as soon as possible and keep the Buyer updated of the situation.

10.4 A failure to deliver a Goods on time does not entitle the Buyer to suspend or fail to comply with its contractual obligations or to claim damage.

10.5 The delivery term commences once Delta Life Science has received all information required for such delivery from the Buyer and all other necessary conditions for performance of the Agreement have been fulfilled.

Clause 11 - Taking receipt

11.1 As of the agreed delivery date the Buyer is obliged to take receipt of the Goods upon presentation by Delta Life Science.

11.2 The Buyer shall accept the Goods in the condition in which it is at delivery, i.e. with all visible and invisible faults and defects, without prejudice to Delta Life Science's obligations under the clause 13 (Warranties Goods). In the aforementioned case, the Goods shall be deemed to have been accepted by the Buyer upon delivery.

11.3 If the Buyer does not or not directly take receipt of the Goods, Delta Life Science is, with reservation of the other rights of Delta Life Science, entitled (a) at the Buyer's expense and risk to store the Goods at Delta Life Science's premises or with third parties; b) withdraw from the Agreement; and/or c) claim damages from the Buyer for non-performance. In the event of (a) the Buyer is obliged to remove the Goods from that location at its own expense and risk.

Clause 12 - Commencement of Services

If Delta Life Science has given a date or term for the execution of the Services it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights. However, Delta Life Science shall at all times use its reasonable efforts to execute the Services on time. If Delta Life Science expects a term to be exceeded, it shall forthwith notify the Buyer thereof in writing. In such case, Delta Life Science shall use its reasonable efforts to execute the Services as soon as possible and keep the Buyer updated of the situation.

Clause 13 - Warranties Goods

13.1 Delta Life Science warrants that the quality of the Goods shall be in accordance with the Specifications and if no Specifications are agreed, in accordance with the normal industrial quality for the type of Goods in question at the price in question for the duration of one (1) year (the **Warranty Period**).

13.2 Unless explicitly agreed upon otherwise in the Agreement, in all cases the Warranty Period shall commence on the delivery date of the Goods.

13.3 Notwithstanding anything to the contrary herein, no guarantee of outcome can be made by Delta Life Science, in the case of research prototypes and custom developments. In the case of R&D activities, tasks are performed on Best Effort basis.

13.4 Delta Life Science's obligations pursuant to this clause 13 shall not apply:

- a) in the event of bad or improper use or maintenance of the Goods, as well as if the Good is used other than in the necessary ambient conditions;
- b) Goods that have been damaged by circumstances beyond the reasonable control of Delta Life Science;
- c) in situations arising from changes made - or attempts to make changes - in or repair work done to the Goods other than by Delta Life Science without Delta Life Science written permission;
- d) in cases where the Buyer has not (yet) or not properly or timely complied with any obligation arising from the Agreement;
- e) if the defects have not been promptly reported to Delta Life Science within two (2) weeks after discovering the alleged defect and within the Warranty Period;
- f) the Buyer's non-observance of Delta Life Science instructions with respect to the Good;
- g) normal wear and tear of the Goods;
- h) Buyer has not complied with all its payment obligations towards Delta Life Science';
- i) when an item is purchased by Delta Life Science as a component part of the Goods, except to the extent to which such item or items are covered by the warranty of the original manufacturer, if any. However, no warranty of a component part shall extend beyond the Warranty Period set out in clause 13.1;
- k) defects which only marginally reduce the value or the suitability of the Goods. A marginal defect exists in particular if the defect can be removed without significant effort by the Buyer itself;
- l) defects or failures arising from Buyer's failure to use the Goods properly, including but not limited to non-standard usage and usage conflicting with the instructions or manuals provided by Delta Life Science; and/or

13.5 m) defects or failures arising from abnormal or improper operational conditions, excessive hot or cold temperatures, dust, accident, abuse, vandalism, damage, misuse, or use by Buyer of parts not supplied or approved by Delta Life Science. If Delta Life Science determines that the Goods indeed are defective, Delta Life Science shall, at its sole option and discretion: i) repair the defective Goods in situ; or (ii) have the defective Good or parts thereof returned for repair; or (iii) replace the defective Good; or (iv) replace the defective parts of the Goods in order to enable the Buyer to carry out the necessary repairs at Delta Life Science's expense and instructions; or (v) credit the relevant portion of the Good related invoice accordingly.

13.6 Delta Life Science shall at all times have the right to inspect the Good claimed to be defective and shall have the right to determine the cause of such alleged defect. In all cases the Buyer must enable Delta Life Science to repair any defect.

13.7 Delta Life Science shall not warrant any new parts that may have been supplied by it in replacement of faulty ones to the extent that the Warranty Period of the supplied Good has expired.

13.8 The warranty as set out herein does not cover (i) data conversion that is necessary as a result of repair or replacement, (ii) any transportation costs for return of Goods and/or parts thereof, (iii) for reshipment of any repaired or replaced Goods and/or parts thereof; (iv) taxes, levies or import duties for return of Goods and/or parts thereof; and (v) taxes, levies or import duties for the reshipment of any repaired or replaced Goods and/or parts thereof. Furthermore, Delta Life Science is never obliged to recover data that has been corrupted or lost.

13.9 The warranty conditions laid down in this clause 13 are in lieu of all other warranties, legal, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed. The Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. The Buyer assumes full responsibility for the use and application of the Goods and accepts Delta Life Science's design and material selection in placing its purchase order. Delta Life Science cannot assure that the desired objectives are achieved by means of the use of the Goods.

13.10 For the avoidance of doubts, Delta Life Science's total liability due to an attributable failure in the performance of a warranty obligation as set out in this clause 13, shall be limited to the provisions as set out in clause 15.

13.11

Clause 14 – Warranty Services

14.1 Delta Life Science shall perform its Services with care to the best of its ability and, if applicable, in accordance with the procedures as set out in the Agreement. Delta Life Science is not obliged to follow the Buyer's instructions in the performance of its Services, particularly not if these instructions change or add to the scope of the agreed Services. If such instructions are followed, however, payment shall be made in accordance with clause 8 (payment).

14.2 All Services shall be performed on the basis of an obligation to use best endeavors, unless and insofar as Delta Life Science has expressly promised a result in the Agreement.

14.3 For the avoidance of doubts, Delta Life Science's total liability due to an attributable failure in the performance of a warranty obligation as set out in this clause 14, shall be limited to the provisions as set out in clause 15.

Clause 15 – Liability

15.1 Delta Life Science is never liable for indirect, incidental, special, consequential or exemplary damages, including but not limited to loss of profits or lost revenues, business

interruption or loss of business information, production failure, impairment of other goods or otherwise, even if it has been advised of the possibility of such damages.

15.2 Delta Life Science's aggregate liability towards the Buyer under an Agreement (if applicable, the supply of Goods and performance of Services together) or on any legal basis whatsoever, is in any event in aggregate per year limited to direct damages up to a maximum amount equal to the lower of i. the respective invoice amount charged or to be charged by Delta Life Science, excluding VAT and other charges, or ii. EURO 100,000 (one hundred thousand EUROS).

15.3 Limitations and/or exclusions of liability set out in this clause will not apply (i) insofar the damage or loss is the result of an act or omission of Delta Life Science or Delta Life Science's management, either committed or refrained from with the intention to cause that damage or recklessly and with the knowledge that that damage would very probably arise; or (ii) if such limitation and/or exclusion is not allowed pursuant to any applicable mandatory product liability laws.

15.4 If subordinates of Delta Life Science or persons whose services Delta Life Science uses for the performance of the Agreement are held liable, these persons can invoke each exclusion and/or limitation of liability that Delta Life Science can invoke pursuant to these Sales Conditions or any other legal or contractual provision.

Clause 16 - Indemnity

16.1 . Unless under a non-appealable final judgement it is decided that gross negligence or intention exists on the part of Delta Life Science, the Buyer shall indemnify and hold Delta Life Science harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney fees asserted against Delta Life Science, its agents, servants and employees arising out of or in any manner connected with the Goods and/or Services or the use thereof.

16.2 Buyer shall indemnify and hold Delta Life Science harmless from all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney fees asserted against Delta Life Science, its agents, servants and employees in connection with any delay, breach or non-performance by Buyer of the Agreement or any misrepresentation of Buyer in relation to the Goods and/or Services.

16.3 Delta Life Science warrants that, at the time of concluding the Agreement it is not aware of any infringement of third-party Intellectual Property Rights, or other rights. If Delta Life Science has manufactured and delivered Goods and/or Services according to designs, drawings or other instructions from the Buyer, then the Buyer guarantees that this will not infringe any third-party Intellectual Property Rights, or other rights. The Buyer indemnifies Delta Life Science against any third-party claim alleging infringement of its Intellectual Property Rights.

Clause 17 – Intellectual Property Rights

17.1 Buyer acknowledges that Delta Life Science retains ownership of any Intellectual Property Rights in the Goods and/or Services and in any plans, simulation models, specifications, test models, images, schedules, designs, sketches, drawings, films, software and other material or (electronic) files (the **Information**) made available or produced as part of the Goods and/or Services and that Buyer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to Buyer or via Buyer to third parties and irrespective of whether Delta Life Science charged Buyer for the production of such materials.

17.2 Unless the nature of the Information provided by Delta Life Science to Buyer dictates otherwise, the Information shall be destined to be used by Buyer exclusively and shall not be copied or otherwise reproduced, publicly disclosed or

disclosed to third parties by Buyer without Delta Life Science's prior written consent. Further, Buyer may not use any part of the techniques illustrated in such information to reverse engineer and/or to improve its own products or services. Buyer shall return the Information at Delta Life Science's first request.

17.3 Buyer will not attempt to seek or claim any interest in Delta Life Science's Intellectual Property Rights, or assist any other party to assert any interest in Delta Life Science's Intellectual Property Rights. Buyer acknowledges that any improvement or enhancement of Delta Life Science's Intellectual Property Rights which may result from work performed by Buyer shall remain the exclusive property of Delta Life Science and Buyer irrevocably assigns to Delta Life Science all right, title and interest Buyer may have in any improvements or enhancements, to Delta Life Science's Intellectual Property Rights. Buyer will not hinder Delta Life Science in any application or other measure taken by Delta Life Science to protect or exploit improvements to Delta Life Science's Intellectual Property Rights. Delta Life Science shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated Delta Life Science, for inventions made as part of carrying out of the Agreement and Buyer shall give its full co-operation with respect to such patent applications.

17.4 Delta Life Science reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far no confidential information of the Buyer shall be disclosed to third parties.

Clause 18 - Force majeure

18.1 In the event of force majeure, within the meaning of article 6:75 DCC (Dutch Civil Code), the performance of the Agreement will be fully or partially suspended for the duration of the force majeure event, without Delta Life Science and the Buyer being liable for damages in this respect. The Party subject to force majeure event, shall inform the other Party of all circumstances and particulars which prevent it from performing its obligations under the Agreement. If the force majeure situation lasts longer than thirty (30) days, the other party will have the right to terminate the Agreement in whole or in part by means of a registered letter, with immediate effect and without judicial intervention being required and without this giving rise to any right to damages.

18.2 Force majeure on the side of Delta Life Science in any case includes, regardless of whether these circumstances are or were foreseeable at the time of the conclusion of the contract: acts and/or omissions of non-subordinate persons whom Delta Life Science uses in the performance of the Agreement; whole or partial misproduction; unsuitability or poor quality of goods which Delta Life Science uses in the performance of the Agreement; exercising by a third party of one or more rights with regard to the Buyer, whether or not in relation to a shortcoming of the Buyer in the performance of the contract made between the Buyer and such third party; work strike; blockade; stagnation of energy and water supplies; stagnation in domestic and/or foreign supply of commodities; disruption in business activities; illness(es); import, export and/or transit prohibitions; measures of governments or other competent agencies (incl. changes in import and export regulations, duties and levies); transport problems; unforeseen technical circumstances; non-performance of obligations or mis-performance by suppliers and/or other agents of Delta Life Science; boycott of Delta Life Science or of its suppliers; weather conditions; natural and/or nuclear disasters; riot; sabotage; fire; terrorism; war and threat of war. This list not to be deemed exhaustive.

Clause 19 - Termination and suspension

19.1 If the Buyer, or Delta Life Science learns of circumstances giving good ground to fear that Buyer, will not,

not properly or not in a timely manner fulfil any obligation arising from the Agreement or from these Sales Conditions, the Buyer will be in default without notice of default being required, and Delta Life Science will be entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to Delta Life Science, to suspend the fulfilment of its obligations and or dissolve or terminate the Agreement concerned in whole or in part with immediate effect and without judicial intervention being required.

19.2 Delta Life Science is furthermore entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to Delta Life Science, to terminate the Agreement with immediate effect and without judicial intervention being required, if: a) the Buyer is granted a suspension of payments or is bankrupt, or applies for a suspension or threatens to go bankrupt, or attachment is levied of any part of its assets; b) the Buyer dies, ceases its activities, decides to enter into liquidation or otherwise loses its legal personality; c) any of the events mentioned under a) and/or b) happening or being threatened in relation to Buyer, whether under any other Agreement between Delta Life Science and Buyer, or to any affiliated companies of Buyer under any other related agreements between such affiliated company of Buyer and Delta Life Science, or to any surety of Buyer. Everything without prejudice to Delta Life Science's right to claim additional or replacement damages.

Clause 20 - Transfer of rights and obligations

20.1 Unless otherwise agreed, the Buyer may transfer rights and/or obligations pursuant to the Agreement to third parties and affiliates only with the prior written consent of Delta Life Science. Delta Life Science may attach conditions to this consent.

20.2 Delta Life Science is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to an affiliate or a third party.

Clause 21 - Miscellaneous

21.1 The unenforceability or nullity of a provision in these Sales Conditions will not have any effect on the validity of the other provisions laid down in these Sales Conditions. The Sales Conditions will in such case be interpreted as if the unenforceable or void provisions did not form part of this agreement.

21.2 These Sales Conditions do not derogate from Delta Life Science's statutory and common law rights, but are in addition thereto.

21.3 A failure by Delta Life Science to exercise or a delay in exercising a right or remedy provided by these Sales Conditions or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Sales Conditions or by law by Delta Life Science prevents further exercise of that right or remedy or the exercise of another right or remedy.

Clause 22 - Secrecy

22.1 The Buyer shall treat all information and know-how (including but no limited formulations, designs and other Intellectual Property Rights) provided by Delta Life Science and the Agreement (the **Confidential Information**) as confidential and shall not make such Confidential Information available to any third party or affiliate, except and in as far as this is necessary in connection with the performance of the Buyer's obligation under the Agreement. This obligation remains in force after the Agreement has been carried out or has been terminated.

22.2 The Buyer is explicitly forbidden to reverse engineer, decompile, modify, disassemble or otherwise attempt to discover or make derivative works of the Goods and/or Services or underlying ideas by any means whatsoever, directly or indirectly, or disclose any of the foregoing.

Furthermore, Buyer expressly agrees that it shall not use the Confidential Information provided by Delta Life Science in the development of any products or services for its own account or the account of a third party.

22.3 The Buyer will cause their officers, directors, employees, agents and affiliates to abide by the terms of this clause 22 and Buyer will be responsible for any breach by its officers, directors, employees, agents and affiliates of this clause 22.

22.4 Upon acceptance by Buyer of the Goods and/or Service or upon termination or dissolution of the Agreement, whichever is earlier, Buyer shall, on demand and as soon as is reasonably possible return all information provided by Delta Life Science to Delta Life Science.

22.5 In case of unauthorized use or disclosure of Confidential Information by the Buyer, Delta Life Science shall be entitled to liquidated damages in the amount of EUR 100.000,- (hundred thousand euro) for each such use or disclosure. Notwithstanding the right to liquidated damages, Delta Life Science has the right to take any measures available and to claim and receive a higher amount of compensation if Delta Life Science can prove that the actual damage sustained will exceed the amount of liquidated damages.

Clause 23 - Period of limitation

Legal claims pursuant to the Agreement or unlawful acts must be instituted by the Buyer within 1 (one) year of the

right to the claim coming into force, failing which the legal claim will lapse.

Clause 24 - Governing law and disputes

24.1 These Sales Conditions, all legal relationships arising from or relating to these Sales Conditions and/or the Agreement(s) are governed exclusively by Dutch law. The applicability of the 1980 Vienna Sales Convention is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

24.2 All disputes arising from or relating to these Sales Conditions or the Agreement(s) will be settled exclusively by the competent courts of Rotterdam, location Rotterdam if the Buyer has its registered office in the European Economic Area (EEA) and if the Buyer does not have its registered office in the EEA any such disputes will be exclusively settled by means of arbitration in Rotterdam in accordance with the Unum arbitration rules (www.unum.world). All arbitral proceedings shall be conducted in the English language.

24.3 In the event Delta Life Science is the plaintiff, Delta Life Science may at its sole discretion submit any such dispute to the competent courts in the venue of the Buyer's registered office.