

General Terms and Conditions of:

Ofimedicine B.V.
Archimedesweg 2
1333 CN Leiden
The Netherlands

Chamber of Commerce No.: 88986667

Article 1: Applicability - definitions

1. These General Terms and Conditions apply to any offer from us and to all our agreements of assignment (including associated deliveries) we conclude with you.
2. If (a part of) a provision is void or annulled, the other provisions of these General Terms and Conditions remain in force.
3. In the event of a deviation between these General Terms and Conditions and a translation thereof, the Dutch text applies.
4. These General Terms and Conditions also apply to follow-up or partial assignments, repeat or partial orders.
5. We use the following terms in these General Terms and Conditions:
 - a. offer: any offer from us, whether or not in the form of a written quotation;
 - b. in writing: by letter, by e-mail or any other form of communication that can be equated with this, such as WhatsApp messages;
 - c. documents: both physical and digital documents, such as the formula, package leaflets, reports, sketches, designs, drawings, etc. to be created or provided by you or us;
 - d. information: both the aforementioned documents and other (oral) data;
 - e. assignment: an assignment to perform agreed analyses or to manufacture pharmaceutical products in conformity with your formula, instructions, etc. With regard to the latter type of assignment, we will act as C(D)MO for you;
 - f. items: the pharmaceutical products, agreed end products (such as medicines, food supplements and veterinary products) manufactured on your instructions. Depending on our arrangements, this may involve a total product including the associated package leaflet and inner and outer packaging (such as medicine strips and the boxes in which the medicines are packed);
 - g. raw materials: the raw materials/ingredients we use in producing the items;
 - h. materials: the packaging materials and any other materials we use in producing the items;
 - i. C(D)MO: Contract (Development and) Manufacturing Organisation;
 - j. Qualified Person: our staff member who has the authority and responsibility to carry out the necessary (quality) checks and approval procedures in respect of the items.

Article 2: Offer

1. Unless we state a period of validity in/for our offer, this concerns an offer without obligation. We may still withdraw an offer without obligation within a period of no more than 2 working days after receipt of your acceptance.
2. A composite offer does not oblige us to deliver a part of the offered items or performance against a corresponding part of the price/fee.
3. If we base our offer on your information and this information appears to be incorrect/incomplete or should change at a later date, we may adjust the quoted prices, rates and/or periods accordingly.
4. Our offer and our prices/rates do not automatically apply to repeat orders or new assignments.

5. Samples of materials, sample packages etc. that are displayed or provided to you, and descriptions in brochures, in promotional materials or on our website, are as accurate as possible but are only intended as a guide. You cannot derive any rights from these.
6. The samples provided remain our property. You shall return them to us following a corresponding request to this end. The costs of returning are at your expense.
7. If we incur costs for the benefit of our offer, we may pass on these costs to you. We will then inform you in advance.

Article 3: Conclusion of the agreement

1. The agreement shall be concluded after you have accepted our offer, for example at the moment when you and we have both signed a written copy of the agreement for approval. If your acceptance deviates from the offer, the agreement shall only be concluded after we have accepted the deviations in writing.
2. We are only bound by:
 - a. an assignment or (repeat) order without prior offer thereto;
 - b. oral arrangements;
 - c. additions or changes to the General Terms and Conditions or the agreement; after we have confirmed these to you in writing, or as soon as we - without your objection - have started the execution of the assignment, (repeat) order or arrangements.

Article 4: Fee - prices, rates

1. We may agree several fees with you, for example a total fee for the whole assignment, unit prices (per box) or a price per batch for the items to be supplied, or an hourly rate.
2. If it appears during the execution of the assignment that we have not properly estimated the amount of work, we may increase any total fee agreed, provided that the estimation error cannot be blamed on us and we cannot within reason execute the assignment for the agreed fee.
3. For work on an hourly rate, we calculate our fee based on hours spent at the hourly rate agreed with you or at our customary hourly rate. In case of disagreements concerning the number of hours spent or charged, our hour registration will be binding, subject to your proof to the contrary.
4. In the event of urgent assignments, or if we carry out work agreed outside our normal working days at your request, we may charge you a surcharge. Our normal working days are: Monday to Friday (with the exception of public holidays) within our usual working hours.
5. Our prices and rates stated in an offer, price- of rate list do not include BTW (Dutch VAT) and possible costs, such as transport or shipping costs, handling costs and expense claims of third parties engaged.
6. If, after concluding the agreement, we are faced with (cost) price increasing circumstances, we may adjust the prices/rates agreed with you accordingly. (Cost) price increasing circumstances in any case include changes in legislation and regulations, government measures, currency fluctuations, price changes of the raw materials/other materials required or changes in the rates charged by third parties engaged.

Article 5: Engaging third parties

We may have carried out deliveries and work by third parties.

Article 6: Obligations - information

1. You will ensure that:
 - a. you provide us with all the information and specifications required for the execution of the agreement on time, such as all the information required for our analyses and the formula to be used

- for items to be delivered, as well as your wishes/requirements in respect of the packages to be manufactured, including any logos or pictures, colours/colour numbers, fonts, etc.;
- b. the products to be analysed are made available to us on time and in the agreed quantities;
 - c. data carriers, files, etc. provided by you are free from viruses and defects;
 - d. you yourself have obtained all the licences, registrations, etc. required for (arranging) the production and marketing of the items to be delivered, or will obtain these on time.
2. You guarantee that the information provided to us is correct and complete and will indemnify us against third-party claims arising from the inaccuracy/incompleteness of this information.
 3. We shall keep secret all information we receive from or about you during the conclusion/execution of the agreement. We only provide this information to third parties insofar as this is necessary for the execution of the agreement.
 4. We process information covered by the GDPR (General Data Protection Regulation) in accordance with the GDPR and retain all information received from you during the execution of the agreement. We will store this information carefully and - where applicable - in accordance with the GDPR, and report any infringements on the security of the information also in accordance with the GDPR.
 5. We take all reasonable measures to prevent loss of or unwanted access to this information (for example due to viruses, technical failures, cybercrime and suchlike). However, we are never liable for damage you suffer as a result of the loss/destruction of this information, unless:
 - a. the damage is due to our intent or conscious recklessness;
 - b. liability arises from the GDPR.
 6. Unless we agree otherwise, you will always keep the original or a copy/backup of the information provided to us.
 7. Do you fail to meet the aforementioned obligations (on time) or your other obligations under the agreement/these General Terms and Conditions? In this case, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences (for example damage) arising from this shall be at your expense and risk.
 8. If you do not fulfil your obligations and we do not require immediate compliance, this will not affect our right to request compliance from you at a later time.

Article 7: Delivery - periods - progress and performance of the agreement

1. In executing the assignment, we will give due consideration to the agreed formula, requirements, specifications, etc. and to relevant statutory requirements, licences, etc. The costs of compliance with these requirements, licences, etc. will be payable by you.
2. We make every effort to deliver the agreed performance/items on time, but agreed periods are never deadlines. Do we fail to fulfil our obligations (on time)? In this case, you must grant us a reasonable period for compliance in a written notice of default.
3. If there is any delay in the start, progress, or completion of the assignment and the resulting delivery or deliveries due to the fact that:
 - a. we do not receive all the necessary information from you on time;
 - b. the products to be analysed are not made available to us on time;
 - c. we do not receive an agreed (advance) payment from you on time;
 - d. there are other circumstances that are at your expense and risk;we are entitled to a reasonable extension of the agreed period and to compensation of the costs and damage involved, such as possible waiting hours.
4. Circumstances as referred to in Paragraph 3(d) may, for example, involve a situation in which it appears prior to or during the execution of the assignment that you do not (yet) or no longer hold the necessary licences, registrations, etc. for the marketing of the items to be delivered. Any resulting delays, additional costs or losses on our part will be at your expense and risk. If it appears that you do not hold the necessary licences, registrations, etc. (any longer) and are unable to obtain

them, you will also be obliged still to buy any items or semi-finished products already manufactured for (a proportional part of) the agreed fee.

5. Do we speed up the execution of the assignment at your request? In this case, we may pass on the associated (extra) hours and other costs to you.
6. We may deliver in parts and invoice each partial delivery separately.
7. If we execute an assignment in phases, we may suspend the execution of parts that belong to a subsequent phase until you have approved of the results of the previous phase. The resulting costs and damage are at your expense.
8. Unless we agree otherwise, the risk attached to the items to be delivered will pass to you as soon as the items leave our building/premises, and dispatch or transport will take place under your responsibility and at your expense and risk.
9. We may store the items to be delivered, documents produced, raw materials and other materials purchased for the assignment and any semi-finished products already manufactured at your expense and risk if we cannot yet deliver the items to you in the agreed manner or if we cannot execute or complete the assignment and the cause of this lies in your risk area. In that case, we will grant you a reasonable period for enabling us to deliver the items or execute/complete the assignment after all.
10. Do you fail to fulfil your (purchase) obligation after this reasonable period? In this case, you will be in default with immediate effect. We may fully/partially terminate the agreement - by means of a written statement addressed to you - and destroy any documents, items and semi-finished products already produced, without being obliged to compensate you for any damages, interest and costs. This does also not affect our right for compensation for our (storage) costs, damage and loss of profit or our right to still ask from you compliance.
11. If applicable, we will point out to you imperfections, errors, failures, any problems, etc. in/at the by or on your behalf:
 - a. information provided;
 - b. prescribed/desired techniques, working methods, etc.;
 - c. given directions;
 - d. made available of prescribed materials;insofar as these imperfections, errors, failures, problems, etc. are relevant for our performance and we are aware or can reasonably be aware of them.
12. We also inform you about the consequences for agreed prices, rates and periods:
 - a. in the event of changes desired by you to an assignment;
 - b. if it appears during the execution of the agreement that we cannot execute it in the agreed manner due to unforeseen circumstances. We will consult with you about a possible modified execution. Do the aforementioned circumstances make the execution impossible? In this case, we are in any case entitled to full compensation for any work/deliveries already carried out and any cost incurred by us.
13. We shall agree additional and reduced work with you in writing. We are only bound by oral arrangements after we have confirmed these to you in writing, or as soon as we - without your objection - have started the execution of these arrangements. Additional work in any case concerns all extra work and deliveries carried out at your request or necessarily arising from the execution of the assignment, which work/deliveries were not included in the offer/your assignment. We may charge the associated costs to you separately.
14. You will check each draft we submit to you, for example a proof or sample of (a part of) the package to be manufactured, and provide us with your response as soon as possible. If necessary, we will adjust the draft and submit it to you for approval again. We may ask you to sign a written statement of approval in this respect. If we need to adjust approved drafts, this will be considered additional work and we may charge the associated additional costs to you.

Article 8: Packaging

1. Packaging intended to be used several times remains our property. You may not use this packaging for any other purpose other than for which it is intended.
2. We determine whether you shall return the packaging to us or whether we collect it from you and at whose expense the collection takes place.
3. We may charge you a fee (returnable deposit) for the packaging. If you return the packaging to us for free within the agreed period, we shall take back the packaging. We refund the fee to you or settle it with the fee for the packaging of a subsequent delivery. We may deduct 10% handling costs from the amount to be refunded or settled.
4. Is the packaging damaged, incomplete or has it become completely unusable? In this case, you are liable for this damage and your right to refund the fee expires. Does the damage exceed the charged fee? In this case, we do not have to take back the packaging and we may charge this to you at cost price, minus the fee paid by you.
5. We may leave single-use packaging with you. Possible removal costs are at your expense.

Article 9: Guarantees

1. We are certified to manufacture for the European market. In doing so, we execute the agreed assignments and associated deliveries properly and in accordance with the standards applicable in our industry, but provide no further guarantees than those expressly agreed with you.
2. We execute each assignment with due care, both with regard to our analyses and with regard to the items we supply.
3. We produce the agreed items entirely in accordance with your formula and your requirements, instructions, etc. Unless we agree otherwise, our guarantee therefore does not reasonably extend beyond the guarantee that:
 - a. we will exercise due care in the execution of the assignment;
 - b. we will produce the items entirely in accordance with your formula, your requirements/instructions and the (other) agreed specifications;
 - c. upon delivery, we will release the items only in accordance with your requirements/instructions. To this end, the Qualified Person will perform the necessary and/or agreed checks both during production and prior to the release of the items.
4. In addition, we will - upon request - cooperate in an audit in which you, or a third party designated by you, can inspect our production process or a (random) batch of items to be supplied, either periodically or on a one-off basis. Such an audit will always take place on our normal working days and in the presence of an authorised representative of your organisation. You will also send us written notification of an intended audit at least four weeks in advance. Unless agreed otherwise, the costs of the audit will be payable by you.
5. If you:
 - a. want to use or sell the items for a purpose/use other than their customary purpose/use, or for a purpose/use other than the purpose/use communicated to us upon the conclusion of the agreement;
 - b. want to use our analysis reports and the findings, conclusions, etc. contained therein outside the context or framework within which we performed these analyses;we will only guarantee that the items or the analysis reports, findings, conclusions, etc. are suitable for that purpose/use if we have confirmed this to you in writing.
6. When using materials required for an assignment, we rely on the information provided by the manufacturer/supplier with regard to their properties. If the manufacturer/supplier issues a warranty in respect of these materials, this warranty will apply likewise between us. We will inform you about this.
7. You cannot invoke the warranty until you have paid the price/fee agreed for the assignment.

Article 10: Complaints - returns

1. You shall check (the packaging/package of) the items delivered immediately after receipt, and report any visible failures, damages, deviations in numbers or amounts, etc. and any other visible non-conformities on the consignment note/accompanying note. In the absence of a consignment note/accompanying note, you must submit these complaints to us in writing within 2 working days of receipt. If you fail to submit these complaints in time, you will be deemed to have received the items in good condition and in the agreed numbers, amounts, etc.
2. Other complaints about the items delivered you report to us in writing immediately after discovery, but in any case within the applicable shelf-life period. All consequences of not reporting immediately will be at your risk.
3. You shall check analysis reports supplied immediately after receipt. Any errors you can reasonably identify during an initial check (such as missing or illegible pages, wrong document supplied, etc.) must be reported to us in writing within 2 working days of receipt. Any substantive complaints about the report or the analyses performed must be reported to us in writing immediately after discovery, but in any case within 2 weeks following the receipt of the report. Here, too, all consequences of not reporting immediately will be at your risk.
4. Do you fail to report a complaint in time? In this case, you cannot invoke an agreed warranty.
5. Complaints do not suspend your payment obligations.
6. You will give us the opportunity to investigate the complaint and provide us with all relevant information. If the items supplied need to be returned for the investigation, this will be at your expense, unless your complaint proves to be justified afterwards. You will always bear the dispatch/transport risk.
7. In all cases, items are returned only in consultation.
8. No complaints are possible about items which you or your customers treated or processed into other products after receipt.
9. If a complaint is found justified, we can choose to replace the relevant (batch of) items free of charge, to perform the agreed analyses after all - free of charge and in the correct manner - or to refund or grant a discount on the price or fee agreed for the relevant (batch of) items/analysis. If there is any additional damage, the provisions set out in the Liability Article apply.

Article 11: Liability

1. We accept no liability other than the guarantees expressly agreed with you or given by us.
2. We produce the agreed items entirely in accordance with your formula and your requirements, instructions, etc. In doing so, we are not responsible for the substance, accuracy and completeness of this formula or these requirements, instructions, etc., nor are we responsible or liable for:
 - a. errors, failures, etc. in the items delivered which result from,
 - b. or (other) losses which result or arise from,compliance with this formula or these requirements and instructions. Accordingly, we will never bear any product liability, unless you can demonstrate that we made errors in complying with your formula, requirements, instructions, etc. or in our production process.
3. Likewise, we will not be liable for errors, omissions, etc. in our analyses or the associated reports which are due to possible errors in, loss of quality of, contamination of, etc., the products which you provided for analysis.
4. In addition, we are liable only for direct damage. Any liability for consequential damage such as trading losses, loss of profit and losses sustained, damage caused by delay, personal or bodily injury, is expressly excluded.
5. You take all necessary measures to prevent or limit the damage.
6. If we are liable, our obligation for compensation is at all times limited to the maximum amount paid out by our insurer where appropriate. Is no payment provided or is the damage not covered by an insurance taken out by us? In this case, our obligation for compensation is limited to the maximum invoice amount for the items delivered.

7. All your claims for damage compensation expire in any case 6 months after you became aware of/could have become aware of the damage you have suffered and could therefore have held us liable for this.
8. We are not liable - and you cannot make a claim under the applicable warranty - if the damage is caused by:
 - a. damage in/to the packaging of the items which you could have detected during an inspection as referred to in Article 10, Paragraph 1;
 - b. improper conservation (storage) of the items by you or your customer, for example obsolescence or loss of quality occurring before onward supply to your customer or before the use of the items;
 - c. or errors are caused by pre-existing failures, contamination, degradation, pre-existing loss of quality, etc. in the products to be analysed;
 - d. errors or omissions in the information provided or prescribed by you or on your behalf, such as errors in your formula;
 - e. your instructions or directions;
 - f. a choice you made which deviated from our advice or the customary procedure;
 - g. your own conclusions drawn or decisions taken on the basis of our analyses. You will always remain responsible for your own conclusions/decisions.
9. In the situations listed in the previous paragraph, you are fully liable for the damage arising from this and you indemnify us against third-party claims.
10. The limitations of liability stated in this article do not apply if the damage is due to our intent or conscious recklessness on our part or if the limitations violate mandatory legal provisions. We will indemnify you against third-party claims only in these cases.

Article 12: Payment

1. We may request you a (partial) advance payment or other security for payment at all times.
2. Unless we agree otherwise, you pay within an expiry period of 14 days after the invoice date. The invoice shall be considered correct if you do not object within this payment period.
3. Did you not pay (in full) within the payment period? In this case, you owe us a default interest of 2% per month, to be calculated cumulatively over the principal. We count parts of a month as a full month in this respect. What does this cumulative monthly interest mean? In the first month after the expiry of the payment period, we calculate the interest on the principal. In each subsequent month during which no payment takes place, we calculate the interest on the principal plus the interest already accrued in the previous month(s).
4. If your payment is still not forthcoming after notice was given, we may also charge you the extrajudicial collection costs of 15% of the invoice amount with a minimum of € 40.00.
5. For the calculation of the extrajudicial collection costs we may, after 1 year, increase the principal of the claim by the default interest accrued in that year.
6. Is your payment not forthcoming? In this case, we may terminate the agreement - by means of a written statement addressed to you - or suspend our obligations under the agreement until you still pay or provide us with appropriate security. We already have this right of suspension before you default on your payment if we already have legitimate reasons to doubt your creditworthiness.
7. We initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless you state in writing with the payment that it concerns a later invoice.
8. You may not set off our claims against any counterclaims that you believe to have on us. This also applies if you apply for a (temporary) suspension of payments or are declared bankrupt.

Article 13: Retention of title

1. All items that we deliver to remain our property until you have met all your payment obligations.

2. These payment obligations not only concern the purchase price of the items, but also our claims:
 - a. for work carried out in relation to the delivery;
 - b. due to an attributable shortcoming on your part, such as compensation, extrajudicial collection costs, interest, and possible penalties.
3. For as long as you have not paid for a batch of items delivered, and this batch is therefore subject to retention of title:
 - a. you will carefully store this batch, in such a way that the items are protected against loss of quality, contamination, etc.;
 - b. you will keep this batch as our identifiable property, for example by not removing the designations, bar codes, etc. they bear;
 - c. where applicable, you may not repackage this batch into your own packaging;
 - d. you may not pledge the items or bring them under a financier's actual control;
 - e. you will notify us immediately if third parties claim to have ownership or other rights to the relevant batch, which you will then confirm to us in writing.
4. If you act in contravention of the provisions set out in Paragraph 3(a) to (c) and - for example - have already repackaged the items supplied into your own packaging, the retention of title will always apply to all items supplied which, at the moment when we invoke our retention of title, are still held in your stock or your building undamaged, in the same condition as they were upon delivery and as our identifiable property.
5. You arrange such a business insurance or contents insurance that the items delivered subject to retention of title are co-insured. At our request, you provide us access to the insurance policy and associated premium payment receipts.
6. Do you act in violation of this article or do we invoke our retention of title for any other reason? In this case, we/our employees are allowed to enter your premises and take back the items. This does not affect our rights to terminate the agreement - by means of a written statement addressed to you - or claim compensation for our damage, lost profit and interest.

Article 14: Intellectual property

1. Unless we agree otherwise:
 - a. you are entitled to all intellectual property rights which are vested on or arise from the items and documents produced on your instructions;
 - b. we are entitled to all intellectual property rights which are vested on or arise from the other items we delivered, the technologies or production methods we used/developed, our quotations (and associated documents), etc. Only we may exercise these rights.
2. The latter means, among other things - that you may not:
 - a. use the quotations issued/produced by us (and associated documents) outside the context of the agreement, may not multiply them, may not provide them to third parties and may not grant third parties inspection of them;
 - b. provide third parties with information about the technologies and/or production methods used/developed by us;
 - c. copy, alter, reproduce, etc. the items delivered by us as referred to in Paragraph 1(a); without our prior written permission.
3. Likewise, you may not use our trade name, trademarks and logos without our prior written permission. Once permission has been given, you may only include or use our trade name, trademarks and logos in the format supplied by us for that purpose.
4. If you breach the provisions of Paragraph 3, you will incur an immediately and fully due and payable penalty of € 25,000.00 per breach, unless we agree otherwise. This will not affect our right to demand full compensation for damages.

5. Do you provide documents or files to us? In this case, you guarantee that these documents or files do not infringe any intellectual property rights of third parties. You are liable for damage that we suffer because of such infringements and indemnify us against any claims from third parties.

Article 15: Bankruptcy - loss of power to dispose of property and suchlike

1. We may terminate the agreement - by means of a written statement addressed to you - at the time when you:
 - a. are declared bankrupt or an application has been made for this;
 - b. apply for (temporary) suspension of payments;
 - c. are affected by enforceable seizure;
 - d. are placed under guardianship or judicial supervision;
 - e. in any other way lose the power to dispose of your property or lose any legal capacity regarding (parts of) your assets.
2. You always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 16: Force majeure

1. If we fail to fulfil our contractual obligations to you, this cannot be attributed to us in the event of force majeure.
2. The following circumstances will in any case constitute force majeure on our part:
 - a. war, revolt, mobilisation, riots at home and abroad, government measures or a threat of these/similar circumstances;
 - b. distortion of the exchange rates existing at the time the agreement was concluded;
 - c. operational failures due to fire, burglary, sabotage, power failure, failure of Internet or telephone connections, cybercrime, strikes, (measures related to) epidemic or pandemic, natural phenomena, (natural) disasters, etc.;
 - d. transport difficulties and delivery or completion problems caused by weather conditions, roadblocks, accidents, import and export hindering measures, a (temporary) lack of the necessary raw materials or other materials, etc.
3. In case of force majeure, we may terminate the agreement - by means of a written statement addressed to you - or adjust our deliveries (for example, deliver less temporarily) or suspend them for a reasonable period. In that case, we are not required to pay you compensation.
4. What if the force majeure situation commences after we have already partially execute the agreement? In this case, we are entitled to payment for the deliveries already made.

Article 17: Cancellation - suspension

1. If you cancel the agreement prior to or during its execution, we may charge you a fixed compensation for:
 - a. all costs incurred (such as raw materials or other materials already purchased);
 - b. our damage suffered due to the cancellation, including lost profit.Depending on the works/deliveries already carried out and costs incurred, this compensation will be 20% to 100% of the agreed price/fee.
2. You shall indemnify us against any third-party claims arising from the cancellation.
3. We may offset the compensation due against all the amounts paid by you and any counterclaims you may have.
4. Do you request us to suspend the execution of the agreement? In this case, we may immediately claim the fee for all work/deliveries already carried out and charge this to you. The same applies to

costs already incurred, costs specifically arising from the suspension, and the hours we or third parties engaged by us have already reserved for the period of suspension.

5. Any costs we incur for resuming the assignment/deliveries will also be at your expense. If we cannot resume the execution of the agreement after the suspension, we are entitled to terminate the agreement by means of a written statement addressed to you.

Article 18: Applicable law - jurisdiction

1. Our agreements are governed by the laws of the Netherlands.
2. We exclude the applicability of the Vienna Sales Convention (CISG).
3. We submit disputes to the court competent in our place of establishment. In addition, we always retain the right to submit the dispute to the competent court in your place of establishment.
4. If you are established outside the Netherlands, we may also submit the dispute to the competent court in the country or the state where you are established.

Date: May 8, 2023