



GENERAL PURCHASE CONDITIONS

GPCRH01092025

Per 01st of September 2025

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DEFINITIONS

RoboPharma: the legal entity RoboPharma B.V. registered office in Waalwijk, registered with the Chamber of Commerce under number 69646090, and or affiliated companies with this legal entity.

GPCRP: these General Purchase Conditions RoboPharma 01092025uk.

Supplier: the counterparty of RoboPharma.

Parties: RoboPharma and Supplier and also each separately.

Data Processing Agreement: the agreement between RoboPharma (the controller) and the Supplier (the processor) referred to in Section 14 of the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens] and Article 28 of the EU General Data Protection Regulation, also referred to as 'the Processing Agreement' or 'the Processor Agreement'.

Circularity: closing loops wherein products and materials are reused and resources maintain their value for as long as possible.

Services: Non-tangible service/work to be performed as part of the performance.

Documentation: Technical documentation, user manuals, warranty certificates, specifications, inspection regulations, instructions, and safety sheets.

Deficiency: A malfunction or failure of the Performance to meet the agreed specifications, or improper functioning of the Performance, or otherwise not being suitable for normal use of the Performance by RoboPharma.

Average Service Life: The service life of a product as expected by RoboPharma based on, for example, a Life Time table or the Documentation, website, or communication of Supplier with RoboPharma.

Data breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Raw Material Passport: A document that provides insight into the raw materials and materials a Product is made of, the extent to which recycled

materials have been used, and the extent to which the Product is recyclable after its service life.

Purchase Order: the Purchase Order of RoboPharma to Supplier to deliver a Performance to RoboPharma based on certain conditions.

Intellectual Property Rights: any intellectual and industrial property rights (including copyrights, personality rights, database rights, rights regarding know-how, registered and unregistered models, applications for any of these rights, designs and inventions, neighbouring rights, patent rights, trade names and trademark rights), as well as any similar rights and rights from licences, permissions or otherwise applications regarding any of the foregoing rights.

Customised Software: software specifically designed and produced for RoboPharma and any software other than standard software, including source code, technical documentation, specifications, data models and related algorithms for this software, as well as any changes in any of the foregoing.

Software: standard software and Customised Software.

Quotation: the Written offer to deliver a certain Performance subject to certain conditions.

Agreement: every agreement entered into between RoboPharma and Supplier concerning the delivery by Supplier to RoboPharma of a Performance, as well as every amendment or addition thereto including all (legal) acts required for entering into or performing the Agreement, as stipulated in article 217 of Book 6 of the Dutch Civil Code.

Performance: the agreed Products, rights of use and other property rights to be supplied and delivered by Supplier to RoboPharma, the Services to be rendered by Supplier for the benefit of RoboPharma, as well as the creation and delivery of a material work.

Products: goods to be provided as part of the Performance.

Spare parts: a Product's replacement components that are not yet built in or connected.

Writing/Written: formal communication between Parties in writing, including on paper and by electronic message (including by fax, e-mail,

internet and electronic data interchange. Even insofar as the law has a requirement that a particular item (such as a notice of default) be in writing.

Article 1 Applicability

- 1.1 These GPCRH govern all requests, Quotations, offers, Purchase Orders, order confirmations, Agreements and all other legal acts between RoboPharma and Supplier.
- 1.2 The applicability of any general or specific conditions or stipulations of Supplier, under whatever name, is expressly rejected.
- 1.3 Should in the court's opinion any provision of the GPCR be inapplicable or invalid, only the relevant provision will be considered unwritten, but the GPCR will otherwise remain in full force and effect. The parties will consult to replace the relevant inapplicable or invalid provision with a new provision, which will respect as much as possible the purpose and purport of the earlier provision.
- 1.4 In case of conflict between the provisions of the GPCR and the provisions of the Agreement, the provisions of the Agreement will prevail.
- 1.5 Deviations from these GPCR can only be agreed in Writing.
- 1.6 In case of differences between the meaning of the Dutch text of this GPCR and that of its translations into other languages, the Dutch text will prevail.
- 1.7 A waiver of a right by RoboPharma may only occur through written notice in which RoboPharma expressly waives the right concerned in so many words. If RoboPharma does not exercise a right (including allowing an extension of the period within which the Supplier must fulfil an obligation), this may not be construed as a forfeiture of the right. If RoboPharma does not invoke the Agreement or these GPCR in one situation, it will not thereby waive its right or forfeit its right to invoke these GPCR or the Agreement in another situation.

Article 2 Establishing the Agreement

- 2.1 The request for a Quotation is deemed an invitation to produce an offer and does not bind RoboPharma. A request for quotation from RoboPharma will be followed by a

Supplier's Quotation. The costs of producing this Quotation will be for Supplier's account and the Quotation will be regarded as an offer. Quotations are unconditional and irrevocable within the validity period of the Quotation specified by Supplier.

- 2.2 RoboPharming will be entitled to revoke the order or cancel the Order at any time, unless Supplier proves that it has commenced performance of the Agreement. In that case, RoboPharma will reimburse Supplier of costs incurred by the latter insofar these costs are demonstrable and reasonable. These costs may be demonstrated by means of invoices, issued Purchase Orders or demonstrably performed activities.
- 2.3 If an Purchase Order results from a Quotation issued by Supplier, then the Agreement will come into force at the moment the Purchase Order is submitted by RoboPharma and deemed to have been received by Supplier. Purchase Orders not in Writing are not binding on RoboPharma unless RoboPharma ratifies such orders in Writing.
- 2.4 If an Purchase Order is placed by RoboPharma without an offer by Supplier preceding it, the Agreement will come into force when Supplier accepts this Purchase Order in Writing, provided that this acceptance occurs within 14 (fourteen) calendar days after placement of that Purchase Order. In the absence of a Written acceptance by Supplier, the Agreement is formed when the Performance is delivered in accordance with the Purchase Order and the Performance is accepted by RoboPharma without prejudice to the provisions of article 8.5, provided that such delivery is made within 21 calendar days from the date of the Purchase Order.
- 2.5 For Call-off orders, the Agreement for (partial) delivery comes into force at the moment that the Written order for delivery is sent by RoboPharma, unless otherwise agreed.
- 2.6 If Auxiliary Materials and Documentation made available or approved by Supplier are used in the performance of the Agreement, they will form part of the Agreement.
- 2.7 Supplier is deemed to be sufficiently aware of RoboPharma's objectives pertaining to the Agreement and RoboPharma's organisation.

Article 3 Modifications

- 3.1 RoboPharma is authorized, in consultation with Supplier and within a reasonable timeframe, to change the scope and quality of the Performances delivered, unless these changes bear such consequences that Supplier cannot reasonably be expected to cooperate without good cause. Supplier will then inform RoboPharma thereof In Writing as soon as possible, but at the latest within 8 (eight) calendar days after notification of the change. If possible, Supplier will then propose new conditions, which can be reasonably accepted or rejected by RoboPharma.
- 3.2 Amendments will not take effect until they have been recorded in Writing and signed by authorized representatives of the Parties.

Article 4 Prices, invoicing and payment

- 4.1 Unless otherwise expressly agreed on in writing by the parties, the agreed prices and rates will be fixed and will be stated in euros, based on delivery as stated in the Agreement and exclusive of VAT. The Supplier may only invoice amounts under the Agreement which have been explicitly agreed on and itemised. The prices and amounts stated in the Purchase Order are fixed and will apply for the entire duration of the Agreement, except if the parties have explicitly agreed on a price change mechanism for example indexation. The Supplier will agree that the prices stated in the Agreement will fully compensate it for the Performance delivered, and additional costs will not apply.
- 4.2 Contract extras and costs may only be compensated by RoboPharma if the Purchase Order for these has been granted in writing by RoboPharma. If, in the Supplier's opinion, the contract extras or the costs will affect the agreed delivery period, the Supplier must indicate this to RoboPharma in writing. The parties must then consult with each other as soon as possible about, if appropriate, shifting the delivery period and the consequences which this shift will have for the penalty if timely delivery does not occur.
- 4.3 Within thirty (30) days of delivery of the Performance, or, insofar as applicable,

acceptance as described in Article 7 (Acceptance and inspection), the other party will send an invoice to RoboPharma, except if the parties have agreed on an invoice schedule, in which case they will adhere to this schedule. On its invoices, the Supplier will as a minimum indicate (I) the reference for the order, (II) the Purchase Order number provided by RoboPharma, (III) the date of delivery, (IV) the Supplier's full name and address, as well as its VAT number, (V) RoboPharma's full name and address, (VI) the net cost and VAT rate, plus the associated amount, (VII) the date on which the invoice was issued and the invoice number and (VIII) if RoboPharma itself is responsible for the VAT owed, RoboPharma's VAT number and a statement that RoboPharma is responsible for the VAT (the 'VAT reverse-charge mechanism' will then apply). In its invoices, the Supplier will include a detailed specification of the Performance delivered, as well as the documents used by the Supplier in calculating the price. If the activities entail workers being brought in, this specification will also include the timesheets for the workers concerned signed by RoboPharma. At RoboPharma's request, the Supplier will provide the invoice electronically by e-mail or through an electronic procurement system. The parties agree that if payment or repayment does not occur in a timely fashion and loss due to delay is claimed, Section 6:119 of the Dutch Civil Code [BW] will apply. Payment by RoboPharma will not be owed until the Agreement has been properly performed in full. RoboPharma will pay within sixty (60) days after receiving the invoice, provided the invoice satisfies the requirements stated by RoboPharma and has been sent to the invoice address indicated by RoboPharma.

- 4.4 In the event of partial deliveries by Supplier or partial payments by RoboPharma, instead of or next to a transfer of ownership, RoboPharma may request that Supplier issues an unconditional and irrevocable bank guarantee or liability statement to guarantee fulfilment of his obligations. The costs for this are payable by Supplier.
- 4.5 At RoboPharma's request, the Supplier will provide the invoice electronically by e-mail or through an electronic procurement system.

- 4.6 RoboPharma will pay within thirty (30) days after receiving the invoice, provided the invoice satisfies the requirements stated by RoboPharma and has been sent to the invoice address indicated by RoboPharma.
- 4.7 The Supplier will only charge RoboPharma the prices and costs explicitly mentioned in the Agreement. As an exception to the preceding rule, if the Supplier has agreed with a company affiliated with RoboPharma to deliver the Performance at a lower price or for lower costs than the price or costs stated in the Agreement, the Supplier may only charge RoboPharma this lower price or these lower costs. This lower price or these lower costs will automatically replace the price or costs included in the Agreement between the Supplier and RoboPharma.
- 4.8 Payment by RoboPharma will not be owed until the Agreement has been properly performed in full.
- 4.9 Payment by RoboPharma will in no way constitute a waiver of any right.

Article 5 Preparation, progress, suspension and delays

- 5.1 RoboPharma may require the Supplier to present RoboPharma with a detailed work schedule before the Supplier starts performing the Agreement.
- 5.2 The schedule must be approved by RoboPharma and will become part of the Agreement after approval. Approval by RoboPharma will not affect the responsibility for the correctness of the work schedule or the Supplier's ability to effectuate it.
- 5.3 While performing the Agreement, the Supplier must keep RoboPharma continuously informed of the progress of the performance of the Agreement, specifically with regard to whether the milestones stated in the work schedule will be achieved on time or not.
- 5.4 RoboPharma may suspend the performance of the Agreement in whole or in part at any time and require the Supplier to interrupt the performance of the Agreement for the duration of a period to be determined by RoboPharma. RoboPharma will not be in default in such a case. Insofar as RoboPharma is solely to blame for the suspension, RoboPharma will compensate the Supplier for the actual, demonstrable and reasonably incurred direct costs. The Supplier must keep

the damage ensuing from this suspension to a minimum by taking appropriate measures. If the suspension has lasted more than 30 (thirty) calendar days, RoboPharma may terminate the Agreement with immediate effect, without being obliged to compensate damage or costs, except for the aforementioned direct costs.

- 5.5 If it is foreseeable that the performance of the Agreement will not go according to schedule, the Supplier must inform RoboPharma as soon as possible and, on its own initiative, make proposals to RoboPharma to avoid or limit the delay.
- 5.6 In urgent situations and if, after consultation with the Supplier, it may reasonably be assumed that the other party will not or cannot fulfil the obligations described in the Agreement within the stated period, RoboPharma may, at the Supplier's expense, engage third parties to avoid or limit the delay. This will not discharge the Supplier from its obligations under the Agreement.

Article 6 Quality and warranty

- 6.1 The Supplier warrants with respect to the Performance delivered that such Performance:
 - a) conforms to the Agreement, including when operating at full capacity;
 - b) is new, unless agreed otherwise, and offers the safety which RoboPharma is entitled to expect;
 - c) has the characteristics which were promised or may be expected;
 - d) is suitable for the purpose for which it is intended or which follows from the nature of the Performance, and the Supplier warrants in this connection that it ascertained this purpose before delivery;
 - e) is of the highest possible quality, is free from design, structural, manufacturing and other defects, and does not contain any defective materials;
 - f) solely consists of new materials and was produced solely by skilled and competent personnel;
 - g) in the case of Software: does not include any undefined functionalities, diseases or viruses, with the technical and functional characteristics conforming to the agreed specifications;
 - h) in the case of Customised Work: was carried out efficiently, properly and consistently, is

complete and accurate, and is of such quality that a reasonably skilled expert would be able to understand, modify and make additions to the Customised Work, in order to, for example, correct defects in the Customised Work, modify the Customised Work and add functionality to it;

i) in the case of Customised Software: results in it being possible to generate the object code for the latest version of the Customised Software using the Customised Software's source code;

j) complies with the laws and regulations applicable to the site of production, delivery and use, including laws and regulations regarding the environment and working conditions;

k) and is full and complete and ready for use, and all resources and documentation necessary for proper operation have also been delivered.

- 6.2 If, irrespective of the results of any inspection, the Performance proves not to be in conformity with the provisions in paragraph 1, the Supplier will – at RoboPharma's discretion and written request – repair or replace the Performance at Supplier's expense, without prejudice to RoboPharma's other rights (including the right of rescission). If goods are delivered in bulk and a portion of them are defective or do not conform to the Agreement, RoboPharma may, at its discretion, reject the entire delivery or that defective portion. The Supplier will ensure that it always has sufficient parts in stock and all the necessary skills and knowhow to, if necessary, repair the Performance during the normal lifecycle plus two years. If goods coming from a third party can no longer be used due to normal wear and tear, the Supplier will ensure that similar functionality can be provided to RoboPharma.
- 6.3 The warranty period for the Performance will be at least two (2) years after delivery, or, insofar as applicable, acceptance as described in Article 7 (Acceptance and inspection). Lapse of the warranty period will not affect the rights which RoboPharma may derive from the law and the Agreement. The agreed warranty will in any event entail that the Supplier will remedy any defect reported in writing by RoboPharma to the Supplier within the warranty period as soon as possible (but at any rate within seven (7) days) and without

interruption, and, if desired, will take temporary measures. The Supplier will indicate to RoboPharma how much time it will need to repair the defect, what the consequences of the defect and repair work will be for what is related in any connection to the defective Performance and which temporary measures may be taken to approximate the situation of there being no defect. If, after consultation with the Supplier, it may reasonably be assumed that the Supplier cannot or will not arrange for repair or replacement (or not in a timely or proper manner), RoboPharma may repair or replace the Performance (or have this repaired or replaced) at the Supplier's expense. RoboPharma need not consult with the Supplier if urgent situations compel RoboPharma to do this. If the Supplier has modified, repaired or replaced the Performance or portions thereof pursuant to this obligation, the full warranty period will take effect again with respect to this Performance or these portions.

- 6.4 The Supplier warrants that it will have the knowledge and capacity available during the warranty period which is necessary to perform the warranty activities properly.
- 6.5 At RoboPharma's first request, the Supplier will allow inspection of the quality assurance system utilised by it.
- 6.6 The Supplier warrants that the Performance will satisfy the CE test requirements and ISO 9000 standards, as proof of which the result will include the CE and ISO quality mark. For machines, devices and processes requiring chemical raw and/or auxiliary materials, the Supplier will provide the 'Safety Data Sheets' to RoboPharma upon each delivery.

Article 7 Acceptance and inspection

- 7.1 Upon delivery, the Performance (except for Software) will be subjected by RoboPharma to an acceptance procedure in accordance with RoboPharma's procedures, unless otherwise agreed in writing.
- 7.2 When Software is delivered, the acceptance procedure will, at RoboPharma's discretion, be conducted by the Supplier or RoboPharma in the presence of RoboPharma and/or persons or organisations designated by RoboPharma. The acceptance procedure will not be completed successfully until the Supplier has received written notice from RoboPharma to

this effect. Regardless of the acceptance of the Software, RoboPharma will retain the right to reject the Software for a period of ninety (90) days after acceptance if the Software proves to contain flaws. RoboPharma will not reject the Software if the flaws are not material and do not preclude proper operation of the Software. Nonetheless, the Supplier will immediately repair the flaws in consultation with RoboPharma and to RoboPharma's satisfaction.

7.3 The Supplier itself will first have the Performance go through an acceptance procedure successfully before offering it to RoboPharma and will not offer anything for acceptance which it knows or reasonably may suspect will not withstand the acceptance procedure successfully. Acceptance of the Performance will not entail any acknowledgment that it conforms to the Agreement and will not affect the obligations ensuing from Article 6 (Quality and warranty), any agreed maintenance or defects which could not reasonably have been discovered during the acceptance procedure. Insofar as partial acceptance procedures are conducted, acceptance of portions of the Performance will not mean acceptance of the entire Performance; in such a case, a full acceptance procedure will still need to be gone through successfully.

7.4 If the Performance is rejected in whole or in part during or after delivery, RoboPharma will provide written notice of this to the Supplier. This notice will constitute a notice of default. RoboPharma will give the Supplier the opportunity to still provide delivery in accordance with the order within a reasonable period, with a period of thirty (30) days in any event being considered reasonable. If the aforementioned takes place, the payment term applicable to RoboPharma as stated in Article 4.6, will be suspended until RoboPharma has accepted the Performance after the default has been repaired. If the Supplier does not take advantage of this opportunity or is unable to provide proper delivery, RoboPharma may rescind the Agreement without any further notice of default and with immediate effect.

7.5 If the Performance is rejected during or after delivery, the ownership and risk will be deemed to have remained with the Supplier

and therefore never to have passed to RoboPharma. RoboPharma has the right to charge all costs relating to the storage of possibly already delivered goods to the Supplier.

7.6 RoboPharma may inspect the manner of performance of the Agreement (or have this inspected) at any time and take any possible measures which seem reasonable to RoboPharma, including inspecting the sites where the Performance is rendered in whole or in part and conducting a check or audit of the Supplier's accounting records (or having this conducted). Such cooperation will also entail furnishing the required documentation and information at its expense. Unless otherwise agreed in writing, the Supplier will pay the costs of tests (or re-tests), inspections (or re-inspections), and checks (or re-checks).

7.7 Conducting an inspection or acceptance test or not will not affect any liability on the Supplier's part or any culpability by RoboPharma itself. If a period has been set for acceptance, RoboPharma's failure to meet this period will not imply any tacit acceptance by RoboPharma.

Article 8 Delivery

8.1 Delivery will be made 'Delivered Duty Paid' ('DDP') (as defined in the most recent version of the 'Incoterms', 2020 edition, issued by the International Chamber of Commerce in Paris. The goods will be delivered at the agreed delivery location or, in the absence thereof, at the site where RoboPharma is located, punctually on the agreed date or within the agreed period, and accompanied by the required documentation, with delivery also including unloading. The Supplier will insure the goods until the time of delivery. Insofar as the Incoterms conflict with other provisions in the Agreement or these GPCRPs, the Agreement and/or these GPCRPs will prevail.

8.2 The agreed delivery time and delivery period, as well as the latest date by which the Performance must be performed, are deadlines. In the event of late delivery, Supplier is in default without further notice of default. If Supplier expects that the delivery cannot be made in time in accordance with the agreements, it will immediately notify RoboPharma's purchasing department thereof

In Writing, specifying the circumstances giving rise to it, and Supplier will immediately make a proposal for taking interim measures. The interim measures will be equivalent to the agreed Performance and will not involve any additional costs for RoboPharma. An interim measure will only substitute the concerned Performance pending written approval of RoboPharma. RoboPharma may refuse the interim measure proposed by Supplier and arrange one by himself, provided RoboPharma has serious and reasonable arguments to do this. In that case, RoboPharma may require that a Performance of another Supplier be temporarily engaged as an interim measure - the costs for the relevant interim measure being for Supplier's account. If there are any risks in the supply chain in terms of availability, Supplier will proactively make these transparent.

- 8.3 In so far as the Performance involves the delivery of Products, a packing list must be present. This packing list will be clearly attached on the outside of the transport packaging. The packing list must specify the purchase order number(s) of RoboPharma, and also the item number(s), amount(s), item description(s) and if applicable serial numbers.
- 8.4 If RoboPharma requests Supplier to postpone the delivery, Supplier will store, secure and insure the Products and have them properly packaged and identifiably destined for RoboPharma. Any associated reasonable costs may be charged after prior consultation with RoboPharma and Written confirmation from RoboPharma. RoboPharma will confirm the arrangements regarding these costs within eight (8) calendar days after they are made.
- 8.5 Inspection, reviews and/or testing of the Performance by RoboPharma pursuant to provisions in article 7 do not imply approval of delivery or purchase. Nor does signing for receipt imply approval of the delivered Performance.
- 8.6 If Supplier intends to discontinue production and/or marketing of Products ordered on a regular basis by RoboPharma in due course, it will notify RoboPharma thereof as soon as possible, but at least three (3) months prior to

the possibility of placing a final Purchase Order. Products already ordered by RoboPharma will be delivered at any time.

- 8.7 If the Performance to be delivered by Supplier is subject to export regulations or export licences, Supplier will promptly indicate In Writing and in a structured manner to RoboPharma which of these are applicable.
- 8.8 Partial deliveries by Supplier are not allowed without prior written approval of RoboPharma.

Article 9 Packaging and shipment

- 9.1 The Product must be packaged and labeled properly in accordance with applicable European and national laws and regulations, as well as any additional requirements from RoboPharma, in such a way that the Product reaches RoboPharma in good condition. The content of the packing is clearly visible from the outside and has a verifiable description.
- 9.2 Supplier is responsible for damage caused by inadequate packaging. Supplier will arrange for pick-up or the return of damaged Products and will deliver a new (undamaged) version of the Product within two (2) working days without RoboPharma incurring additional costs. In case of damage, if RoboPharma judges that there is a need for urgency, Supplier will deliver within a shorter period of time, without incurring additional costs for RoboPharma.
- 9.3 If requested by RoboPharma, Supplier will, within three (3) months, submit a plan for making packaging more sustainable and possibly taking back packaging and will enter into discussions with RoboPharma on how to reduce packaging waste.
- 9.4 The Parties will endeavour to have as many Products as possible delivered in the same order to reduce Supplier's freight costs and environmental impact.
- 9.5 In the performance of the order, Supplier will deploy vehicles that meet at least emission class 5 and have a soot filter. Applicable to both LDV (light duty vehicle, 3.500 kg). At RoboPharma's request, Supplier will provide evidence of the vehicles used for the execution of the order.

Article 10 Ownership/Property

10.1 Ownership/Property of the Product, including parts of the Product, will transfer after full receipt of payment, unless both Parties agree otherwise. Upon delivery, RoboPharma gets the unrestricted right to use the Product. If it is agreed between the Parties that the Product must first be approved by RoboPharma through an acceptance procedure, ownership will not pass until after approval by RoboPharma. Supplier guarantees that the full and unencumbered ownership of the Product is transferred. The Product is also free from attachments.

Article 11 Intellectual Property and other (similar) rights

- 11.1 Parties will refrain from using the Supplier's name directly or consequentially for publications and/or advertisements or otherwise without prior permission from the Supplier.
- 11.2 Supplier guarantees that the use of the Product, including the resale of the Product, or the use of the Auxiliary Materials purchased or manufactured by it on behalf of RoboPharma, will not infringe any patent rights, trademark rights, model rights, copyrights, database rights, rights to know-how or other (intellectual property) rights of third parties.
- 11.3 If the Performance and/or anything connected with the Performance is subject to intellectual property rights and/or other (similar) rights with Supplier or third parties, Supplier is obliged to automatically and immediately grant RoboPharma a non-exclusive, non-cancellable (sub)use licence for an indefinite period of time with respect to those rights, if that (sub)use licence is required by RoboPharma for the purposes of the Performance. If there is a Product where resale is not excluded, such resale includes the non-exclusive non-cancellable (sub)use licence for an indefinite period of time.
- 11.4 Notwithstanding the provisions of Article 11.3, all intellectual property rights arising in the development of a Performance, specifically commissioned by RoboPharma, are vested in RoboPharma, unless otherwise agreed in Writing by the Parties. The rights, insofar as they (will) be vested in Supplier, are

transferred to RoboPharma by Supplier's signing of an Agreement or by RoboPharma's Written acceptance of the Quotation, to be accepted by RoboPharma immediately after these rights have arisen. Insofar as the transfer of such rights would require a further deed or other formalities to be completed, Supplier will, at RoboPharma's first request, lend its cooperation to the transfer of such rights, without being able to impose conditions. Supplier hereby waives any personality rights to which it may be entitled, to the extent permitted by applicable regulations. Supplier guarantees that the employees or subcontractors involved on its side in the employment contract or contract of assignment applicable between these employees or subcontractors and Supplier waive any personality rights to which they are entitled towards Supplier, to the extent the applicable regulations permit such a waiver.

- 11.5 Supplier will indemnify RoboPharma against third-party claims arising from any (alleged) infringement of the rights referred to in this article. Supplier will immediately inform RoboPharma In Writing about the claims of those third parties under provision of all relevant documents and keep RoboPharma informed of the follow up. RoboPharma will leave (the manner of) settling the claim to Supplier and will never make any commitments. Supplier will see to it that the infringing Product is modified so that it can be used undisturbed or provide another, functionally equivalent, Product. If this is not reasonably possible, Supplier will, upon return of the infringing Product, compensate RoboPharma for the residual book value.

Article 12 Documentation

- 12.1 Supplier warrants that all Documentation necessary or prescribed for achieving the purpose specified by RoboPharma will be made available. This Documentation has been prepared in the Dutch language or, if not possible, in the English language.
- 12.2 RoboPharma is free to reproduce all Documentation for its own use.
- 12.3 If a Product and/or packaging has safety data sheets, Supplier must always provide these sheets immediately and unsolicited.

12.4 Supplier ensures that new versions of the Documentation referred to in Articles 12.1 and 12.3 are sent to RoboPharma free of charge and without delay.

12.5 At RoboPharma's request, Supplier will provide instructions on how to disassemble and reassemble the Product in order to replace only a broken Part or to offer the Parts separately for reuse/recycling.

Article 13 Spare parts and maintenance

13.1 If goods are delivered as part of the Performance, the Supplier warrants that the goods, parts for the goods and the maintenance necessary to maintain the goods in good condition may be procured or acquired by RoboPharma from the Supplier's stock for a period to be determined for the goods concerned in accordance with generally accepted standards at the prices applicable when the Agreement was concluded or, if the prices at the time of procurement or acquisition are lower, at prices in line with the market, even if the production of those goods has stopped in the meantime. The aforementioned period will start to run at the time of acceptance or, if agreed, at the time of delivery and will be at least seven (7) years for goods (except for Software) and at least two (2) years for Software. If production of the goods is ceased, the Supplier will inform RoboPharma of this in writing and about the option of a last-time buy. If the Supplier decides to no longer deliver goods, it will provide RoboPharma written notice at least twelve (12) months beforehand of its intention to no longer deliver such goods, along with a confirmation of the exact date on which the goods will no longer be delivered and (if available) an alternative. The Supplier must provide RoboPharma any reasonable support to find a suitable alternative for such goods, either from the Supplier or from a recommended third party.

13.2 If Software is delivered and releases are involved, the Supplier will also warrant that, at RoboPharma's request, it will deliver the most recent version, updates and upgrades and will provide maintenance for these versions, updates and upgrades for at least two (2) years after the introduction of a new version. This will in any case occur free of charge for the duration of the warranty period.

Article 14 Confidentiality, personal data and non-competition

14.1 The Supplier warrants that it will keep confidential and will solely use for purposes of performing the Agreement any information which it has learned, directly or indirectly, from or about RoboPharma and as to which it is clear that this is confidential in nature or which the Supplier should reasonably recognise is confidential, including – among other things - the Customised Work and personal data which the Supplier obtains in performing the Agreement, as well as information regarding business activities, processes, strategic or other objectives, products, Intellectual Property Rights, software, contacts and customers. The Supplier must comply with all industry standards, including NEN7510, ISO/IEC 27001/27002:2013 and NIST 800 53.

14.2 Information furnished by RoboPharma will be and remain RoboPharma's property. This will likewise apply to information specifically produced by the Supplier as part of the security to be designed, such as system reports, audit logs, and reports about actions performed by RoboPharma's employees or the Supplier's own personnel.

14.3 Insofar as the Supplier is a (data)processor within the meaning of the Dutch Personal Data Protection Act or the General Data Protection Regulation, the Supplier will enter into a further Data Processing Agreement with RoboPharma.

14.4 Unless explicitly otherwise set forth in an agreed Data Processing Agreement, the Supplier shall in any event, in connection with any processing of personal data by the Supplier on behalf of RoboPharma in connection with the Agreement:

- a) comply with the obligations on data processors pursuant to applicable laws and regulations on protecting personal data;
- b) process personal data on documented instructions from RoboPharma only, including with regard to transfers of personal data to a country or an international organisation outside the EEA, unless required to do so by EU Union or Member State law to which the Supplier is subject. In such a case, the Supplier shall inform RoboPharma of that legal requirement before processing, unless that law

prohibits such information on important grounds of public interest. RoboPharma instructs the Supplier to process the personal data to the extent necessary for the performance of the Agreement;

c) ensure that persons authorised by the Supplier to process personal data have committed themselves to confidentiality;

d) take the technical and organisational measures required by article 32 of the General Data Protection Regulation, record these measures in writing and, upon RoboPharma's request, send RoboPharma a copy of this written record. In addition, the Supplier shall assist RoboPharma in respect of RoboPharma's obligations regarding the security of the personal data;

e) not engage any sub-processor without prior specific written authorisation of RoboPharma. Where such specific authorisation is given by RoboPharma, the Supplier shall conclude a written agreement with the sub-processor that includes the same data protection obligations as set out in this clause;

f) provide reasonable co-operation and assistance to RoboPharma in respect of RoboPharma's obligation regarding requests from data subjects in respect of access to or the rectification, erasure, restriction, blocking or deletion of personal data;

g) immediately inform RoboPharma of any Data Breach and provide reasonable co-operation and assistance to RoboPharma in respect of RoboPharma's obligations regarding the investigation of any Data Breach and the notification to the supervisory authority and data subjects in respect of such a Data Breach;

h) provide reasonable co-operation and assistance to RoboPharma in respect of RoboPharma's obligations regarding the preparation of data protection impact assessments and, where applicable, carrying out consultations with the supervisory authority;

i) at the choice of RoboPharma, delete or return all personal data to RoboPharma after the termination or expiry of the Agreement, and delete existing copies unless EU Union or Member State law requires storage of the personal data;

j) make available to RoboPharma all information necessary to demonstrate compliance by the Supplier with the

obligations laid down in this article and the applicable laws and regulations on protecting personal data, and allow for and contribute to audits, including inspections, conducted by RoboPharma or another auditor mandated by RoboPharma.

- 14.5 The Supplier may not publicise the performance of the Purchase Order and or Agreement in any form whatsoever without RoboPharma's prior written permission.
- 14.6 The Supplier warrants that, except with RoboPharma's prior written permission, it will not, during the term of the Agreement and for twelve (12) months after it ends:
- a) directly or indirectly hire RoboPharma's employees who were directly or indirectly involved in performing the Agreement (or otherwise have these employees provide services); nor
 - b) use the Supplier's employees for activities relating to products and services which compete with those of RoboPharma, with such products and services including products and services which serve the same or nearly the same purpose as the products and services to which the Agreement relates.
- 14.7 The Supplier will indemnify RoboPharma against third party claims ensuing from breaches of this Article.
- 14.8 If it breaches this Article, the Supplier will owe RoboPharma an immediately due and payable penalty of EUR 25,000 (twenty five thousand euros), plus EUR 1,000 (one thousand euros) for each day that the breach continues.
- 14.9 The confidentiality obligations mentioned in this article do not pertain to:
- a) information/data that was already publicly available at the time it was made available;
 - b) information/data that has become publicly available after it became available, unless this is due to the Supplier's failure to comply with its obligations under this Article; or
 - c) information/data that the Parties have lawfully obtained or become aware of before such information/data was made available to the Parties.
- 14.10 If a legal obligation or court order demands that information is shared that was obtained in the context of fulfilling the Agreement, Parties will immediately notify each other of this in Writing.

Article 15 Supplier's personnel

- 15.1 If, in RoboPharma's judgment, the Supplier's personnel are not sufficiently qualified, RoboPharma may order the employees concerned to be removed and the Supplier must immediately replace them. The Supplier will pay the costs associated with the training period for the replacement.
- 15.2 RoboPharma may require the Supplier's personnel, including sub-contractors' personnel, to provide proof of their identities at all times.
- 15.3 The Supplier warrants that the identities of its personnel, including sub-contractors, have been established in accordance with the statutory regulations, the necessary permits/licences have been issued to deliver the Performance, the training information has been verified and the required confidentiality statements have been signed.

Article 16 Takeover, transfer, encumbrances and sub-contracting

- 16.1 The Supplier will not have a third party take over the Agreement or the rights or obligations ensuing from it without RoboPharma's prior written permission and will not encumber the rights ensuing from the Agreement or transfer them to a third party. After written notice to the Supplier, RoboPharma may transfer any agreement with the Supplier or the rights or obligations ensuing from it to a affiliated company of RoboPharma.
- 16.2 The Supplier will not outsource the performance of the Agreement in whole or in part to third parties without RoboPharma's prior written permission. If RoboPharma grants this permission, the Supplier will remain jointly and severally liable for the fulfilment of the Agreement or obligations taken over or outsourced performance or compliance with the tax and social security laws.
- 16.3 RoboPharma may deny the permission referred to in this Article without stating reasons or attach additional conditions to this permission, including the conditions that:
- a) the third party to which performance of the Agreement is outsourced will be bound by all obligations ensuing for the Supplier under this Agreement;
 - b) RoboPharma will receive a copy of the sub contract and any change to it; and

- c) pursuant to a provision in the sub-contract, RoboPharma will be able to assert rights directly against this third party as if RoboPharma were the Supplier.

Article 17 Safety, Environment and Corporate Social Responsibility

- 17.1 Supplier accepts that he is responsible for the effects of his activities on the environment, employees, and the society in which he operates. Supplier strives to establish a structured CSR policy, possibly a CSR action plan, and will provide a CSR report to RoboPharma upon request.
- 17.2 Supplier will comply with (supra)national and local environmental legislation and will take measures to protect the environment in the broadest sense of the word. Supplier will organize its business processes in such a way that compliance is ensured. Supplier will be proactive and, where possible, innovative, in order to continuously improve its environmental performance in relation to the delivery of Products and/or Services.
- 17.3 Supplier strives to limit the amount of waste as much as possible and to process it in a way that minimizes the impact on the environment. Supplier supports RoboPharma in the environmentally conscious disposal of waste generated by the delivery of the Services.
- 17.4 Supplier applies the universal labor standards outlined in a series of conventions by the United Nations International Labour Organization (ILO).
- 17.5 If Supplier also provides housing for the employees available, Supplier must have two contracts with the employee: one for performing the work and one for renting the housing. These two contracts must not be linked in any way. Supplier will provide access to the relevant contracts to RoboPharma upon request.
- 17.6 Supplier will treat employees equally regarding the nature of work and work intensity, and ensure all have equal opportunity.
- 17.7 Supplier will reward work on equal levels equally.
- 17.8 At the request of RoboPharma, Supplier is willing to provide the Raw Material Passport, as far as possible and if applicable, for a Product.

- 17.9 At the request of RoboPharma, Supplier is willing to make the chain of suppliers of a Product transparent to the extent possible.
- 17.10 Supplier will, at the request of RoboPharma, demonstrate the CO2 footprint throughout the life cycle of the Performance.
- 17.11 Supplier strives to offer a high level of Circularity for its Products. Upon request from RoboPharma, RoboPharma and Supplier agree on KPIs for Circularity.
- 17.12 Supplier is proactive and, where possible, innovative in improving the environmental performance of the Products or Services to be delivered.

Article 18 Anti-corruption and conflicts of interest

- 18.1 The Supplier - including its employees, agents, consultants, contractors and subcontractors - shall:
- a) act in accordance with all Applicable Laws on bribery and corruption;
 - b) not do or omit to do anything likely to cause RoboPharma to be in breach of any of the referred to (a);
 - c) not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - d) maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with the law under clause (a);
 - e) reasonably assist RoboPharma, on RoboPharma's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law which apply to RoboPharma; and
 - f) the Supplier shall only be paid by RoboPharma, for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in the Supplier's name and maintain accurate and detailed accounting records for transactions including cash and bank accounts and maintain an effective system of internal control and monitoring.
- 18.2 The Supplier shall promptly notify RoboPharma of any allegation of fraud, bribery or corrupt practices made against the Supplier in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations; at

any time during the term of this Agreement or at any time preceding the start of the term of this Agreement;

- 18.3 The Supplier hereby indemnifies RoboPharma and its directors, officers, employees, agents and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this clause by the Supplier.
- 18.4 The Supplier will state, warrant and undertake to RoboPharma that, if there is a conflict of interest, written notice of this will be given to RoboPharma by an authorised officer of the Supplier.

Article 19 Sanctions and export control

- 19.1 The Supplier shall in the context of the Services:
- a) comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ('Sanctions'), as well as all trade control laws and regulations ('Trade Control Laws') enacted or enforced by the governments of the United Kingdom, European Union, United States of America and any other relevant country;
 - b) not knowingly do anything which may cause RoboPharma or members of its Group to breach Sanctions;
 - c) provide such assistance, documentation and information to RoboPharma as RoboPharma may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services; and
 - d) notify RoboPharma in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to the Applicable Laws or any material change in the status of any of the parties to this agreement in respect of:
 - Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction (as stated in (a) above);
 - Licence or authorisation status e.g. a loss of licence/authorisation in respect of Sanctions or Trade Controls;
- 19.2 RoboPharma shall have the right to terminate the agreement(s) with the Supplier if any of the provisions of this clause are breached.
- 19.3 RoboPharma shall have the right to seek indemnities from the Supplier which has

breached the relevant provisions for any direct losses incurred.

Article 20 Liability

- 20.1 Supplier will be liable for damage suffered by RoboPharma and or by third parties (including but not limited to visitors, persons acting on behalf of RoboPharma and subcontractors) as a result of a Defect in its Performance and/or as a result of or in connection with the performance of the Agreement, unless the Parties have agreed otherwise. Supplier is also liable for the damage suffered by RoboPharma and or third parties as a result of an attributable failure of any obligation under the Agreement by Supplier, such damage arising from the Performance delivered by Supplier to RoboPharma.
- 20.2 Supplier indemnifies RoboPharma against third party claims under this Agreement (including but not limited to subcontractors, the tax authorities or social security authorities).
- 20.3 Supplier will ensure that it is adequately insured for its liability under this article during the term of the Agreement. At RoboPharma's request, Supplier will provide proof of insurance coverage, showing that Supplier is adequately insured. If applicable, upon RoboPharma's request, Supplier will provide proof of payment of premiums due in this respect. Supplier is required to assign to RoboPharma all claims as regards insurance sums paid that are tied to a claim submitted to RoboPharma.
- 20.4 The Supplier will indemnify RoboPharma against and compensate it for any claims, damage or costs by third parties, including RoboPharma's personnel and those persons otherwise working at RoboPharma's instruction, (I) for compensation of damage which they suffer because of or in connection with the performance of the Agreement and (II) concerning violations of laws or regulations committed by the Supplier, even if these are unrelated to the Agreement.
- 20.5 The Supplier warrants that it has adequately insured itself and will continue to adequately insure itself against liability and risks associated with the performance of the Agreement (it will at least take out liability insurance, professional liability insurance and, insofar as relevant, CAR insurance).

The Supplier warrants that the products which it possesses from RoboPharma will be and will remain adequately insured, including against damage ensuing from improper or inadequate processing. The Supplier will be liable for the timely payment of any premiums or costs related to the aforementioned insurance.

- 20.6 RoboPharma, RoboPharma's personnel, those persons otherwise working at RoboPharma's instruction or the instruction of an affiliated company and third parties for which RoboPharma is vicariously liable, will not be liable for damage or costs which the Supplier suffers or incurs because of or in connection with the performance of the Agreement, regardless of the legal ground on which liability is based, except if such damages result from deliberate recklessness by RoboPharma or RoboPharma's senior management.
- 20.7 If Performance conforming to the Agreement has not been rendered at the agreed location within the agreed period, the Supplier will owe RoboPharma a penalty of one percent (1%) of the total price of the Performance concerned for each day that the breach continues, up to a maximum of fifteen percent (15%) of this price. If it is apparent at the aforementioned time that the Performance concerned has become permanently impossible, the penalty will be owed in full at that time.
- 20.8. Any penalties stated in the Agreement, including the penalty stated in paragraph 7 of this Article and in Article 14 paragraph 8, will be increased by turnover tax, will be immediately due and payable, will be forfeited without any further demand and will not affect RoboPharma's other rights, including the right to seek specific performance of the Agreement and the right to damages in addition to (or on top of) the amount of the penalty

Article 21. Insurance

- 21.1 At RoboPharma's request, the Supplier must immediately provide the policies and proof of payment of the premiums for the insurance referred to in the Agreement.
- 21.2 Insurance by the Supplier will not limit its liability nor result in co-liability/fault by RoboPharma.
- 21.3 The Supplier may not terminate the insurance referred to in this Article, change the conditions of the insurance or reduce the

insured amount without RoboPharma's prior written permission.

Article 22 Termination, rescission, imputable breach and non-imputable breach

22.1 In case of an Agreement for an indefinite period, the Parties are always authorized to terminate the Agreement. For Supplier, the notice period is at least twelve months. RoboPharma takes into account a notice period of at least four (4) months. Consequently, RoboPharma is not liable to pay compensation to Supplier. Unjustifiably received discounts by RoboPharma are excluded from this.

22.2 RoboPharma may terminate any Agreement with the Supplier at any time without being obliged to compensate any damage as a result of such termination. Of course, termination will not affect RoboPharma's contractual payment obligation with respect to the portion of the Agreement already performed.

22.3 Any agreed periods, including delivery periods, will represent strict deadlines for the Supplier. If these periods are exceeded, the Supplier will immediately be in default, without a notice of default being required. The Supplier will be in default by operation of law in the following situations:

- a) the Supplier breaches the Agreement;
- b) the Supplier must reasonably be deemed to not or no longer be able to fulfil its obligations;
- c) any permits/licences for the Supplier have been revoked;
- d) the Supplier and/or its personnel have stolen, misappropriated or misused goods which are owned by RoboPharma or which have been furnished by RoboPharma to the Supplier, or there is reason to suspect this;
- e) the Supplier and/or its personnel have committed criminal acts, or there is reason to suspect this;
- f) the Supplier is not complying with the anti corruption and other provisions mentioned in Article 18 and/or is not fulfilling the disclosure obligations mentioned in that Article and/or there is a conflict of interest, without prejudice to RoboPharma's right to damages, with such situation possibly providing cause for RoboPharma to notify the applicable authorities;
- g) RoboPharma has been sued by a third party in connection with an infringement of

Intellectual Property Rights connected with the Agreement;

- h) in the event of an insolvency, suspension of payments, attachment, shutdown, dissolution, discontinuation, cessation, liquidation, debt restructuring, merger, acquisition or any similar situation for the Supplier's business;
- i) if the Supplier's business is moved in whole or in part or is located in a foreign country or a decision has been taken to that end.

22.4 If the Supplier is in default, RoboPharma may:

- a) unilaterally rescind the Agreement in whole or in part with immediate effect and without court intervention through written notice to the Supplier, irrespective of the nature or significance of the breach;
- b) suspend its obligations, including its payment obligations;
- c) perform the Agreement in whole or in part itself or have someone else perform this in whole or in part at the Supplier's expense and risk;
- d) and nullify the performance of the Agreement (or have this nullified) in whole or in part, on the understanding that, if the Supplier commits a breach and RoboPharma must by law send a notice of default before being able to rescind, RoboPharma will send such a notice, with the reasonable period which the Supplier must be granted to perform never having to exceed thirty (30) days and RoboPharma being able to rescind the Agreement once performance has not occurred within this reasonable period.

22.5 Any claims which RoboPharma may have or acquire against the Supplier in the situations described in this Article will be immediately and fully due and payable. Any potential out-of-court costs, expressly including sending demand letters, making settlement and other proposals, and performing other preparatory acts, as well as the court costs which RoboPharma incurs as a result of the Supplier's breach, will be paid by the Supplier.

22.6 If the Supplier claims that the breach is not imputable to it, RoboPharma may suspend its obligations, including payment obligations. RoboPharma will not be in default in such a case. Strikes, understaffing, normal sickness absences, shortages of raw materials, transport problems and disruptions in production will in any event be imputable to

the Supplier. If the non-imputable breach lasts longer than thirty (30) days, RoboPharma may at any rate rescind the Agreement by registered letter without a notice of default being required.

22.7 If RoboPharma claims that the breach is not imputable to it and the non-imputable breach lasts longer than thirty (30) days, RoboPharma may terminate the Agreement.

22.8 If RoboPharma terminates the Agreement through notice of termination, rescission or otherwise, it need not compensate damage or costs, unless expressly stated otherwise, and this will apply without prejudice to any rights which RoboPharma has, including its right to full compensation, penalties and specific performance.

22.9 If the Agreement between RoboPharma and the Supplier is terminated, the Supplier will immediately refund to RoboPharma any amounts which RoboPharma has made as pre payments for the period to which the Agreement no longer applies. In addition, the Supplier will refund to RoboPharma any payments which RoboPharma has made for the Performance to which the terminated Agreement relates. If RoboPharma cannot reverse or return the Performance carried out by the Supplier when the Agreement pertaining to the Performance is terminated, RoboPharma will consult with the Supplier to together come up with a reasonable value for such Performance, after which RoboPharma will pay this value – after consensus on it – to the Supplier. If the Performance can be reversed or returned by RoboPharma, RoboPharma can decide whether to leave this Performance intact and pay the Supplier the aforementioned value, or reverse or return the Performance. In the latter case, RoboPharma will do this at the Supplier's expense and risk.

22.10 If RoboPharma wishes to return goods in accordance with the aforementioned provisions, the Supplier must, at RoboPharma's first written request, accept the delivery of the aforementioned goods and refund the purchase price for these goods to RoboPharma, including the taxes paid by RoboPharma and other costs associated with the purchase. RoboPharma will retain the title regarding the aforementioned goods after the Agreement is terminated, as security for the

repayment of the aforementioned amounts, as well as any claims which RoboPharma has against the Supplier in relation to the Agreement. The Supplier will accept that, at RoboPharma's first request, it will provide a bank guarantee concerning the amounts which the Supplier must refund to RoboPharma and that RoboPharma will be entitled to pledge the goods as security for repayment and any claims which RoboPharma has against the Supplier and that RoboPharma may therefore deliver the goods back to the Supplier in a pledged state. The Supplier will not resell, otherwise transfer ownership of or encumber the goods to be delivered back by RoboPharma until RoboPharma has been fully repaid and compensated for the aforementioned purchase costs, taxes and other claims.

Article 23 Continuing obligations

23.1 Obligations that are by their nature intended to continue after the end of the Agreement will continue to exist after the end of the Agreement and Associated Agreements. These obligations include:

- a) keeping (Reserve) Parts available during the Usual lifespan (article 13);
- b) indemnification for violation of intellectual property and other (similar) rights (article 11);
- c) confidentiality obligations (article 14);
- d) personal data protection (article 14);
- e) liability (article 20);
- f) applicable law and address for service (article 24).

Article 24 Applicable law and disputes

24.1 The Dutch law exclusively applies to the Purchase Orders and or Agreements to be concluded by the Parties and all Agreements resulting therefrom or related thereto. The applicability of the Vienna Sales Convention is excluded.

24.2 Disputes arising between the parties in connection with this Agreement or agreements ensuing from it, including those only regarded as such by one of the parties, will be resolved as much as possible in consultation.

24.3 Any disputes which could arise as the result of the Agreement or Agreements arising out of it will be brought before a competent judge in

the district of 's-Hertogenbosch in the Netherlands.

24.4. If any provision in the GPCRH, the Agreement or any agreements ensuing from it is invalid or voidable or otherwise does not have effect, the other provisions will continue to apply in full and RoboPharma will determine a permissible provision which approximates the tenor of the original provision as much as possible. This new provision will replace the original provision.

24.5. Any agreements between the parties will not take effect until they have been put down in writing and signed by the other party.