

TERMS AND CONDITIONS OF SALE

February 1st 2021

1. CEBIPHAR COMPANY

CEBIPHAR is a simplified joint-stock company registered under French law (registration number 315105163) with a capital of 192.730,00 €, with a registered office at 1 rue de la Bodinière, 37230 Fondettes, France. CEBIPHAR owns two operational sites, one in Fondettes (315 105 163 00036) and another one in Toulouse (315 105 163 00051)

2. ENFORCEABILITY

In accordance with Article L.441-6 of the Commercial Code, these General Terms and Conditions of Sale (the "T&Cs") constitute the basis of the commercial negotiations and are sent or provided to each Client.

These T&Cs are the only terms and conditions governing the sale of services (the "Services") provided by CEBIPHAR to Client.

In this agreement, CEBIPHAR and the Client are sometimes referred to individually as a "Party" and collectively as the "Parties". The quote, purchase order in addition to these T&Cs (collectively, the "Agreement") constitute the entire agreement between the Parties and shall apply by default.

These T&Cs are expressly agreed and accepted by the Client, which represents and acknowledges to be fully informed thereof and consequently waives the right to rely on any contradictory document, including *inter alia* its own Terms and Conditions of Purchase, which shall not be binding on CEBIPHAR.

These T&Cs cancel and supersede all previous versions of T&Cs.

CEBIPHAR reserves the right to derogate from certain provisions of these Terms, depending on negotiations with the Client, through the establishment of a Master services agreement.

3. ORDER

Any Service requested by Client shall be subject to the issuance of a written offer by CEBIPHAR ("the Quotation" or "the Offer") to which are attached these T&Cs. Unless otherwise specified in the Quotation, the validity period of the Quotation is three (3) months from the issuance by CEBIPHAR.

Once the Parties have reached an agreement on a Quotation, the Client will send CEBIPHAR by e-mail the signed Quotation and a Purchase Order referring to the Quotation.

Any request from the Client to modify the Services will require the prior written consent of CEBIPHAR. CEBIPHAR will make its best efforts to prepare an addendum to the Quotation which must be signed by the Parties.

CLIENT shall have the right to cancel any quotation signed at any time upon written notice to CEBIPHAR. In the event of cancellation of a particular Quotation by Client, Client shall pay CEBIPHAR:

(a) Any reasonable fees and expenses incurred or committed in connection with the preparation and performance of the Services through the date of cancellation in accordance with the budget set forth in the Quotation.

(b) Cancellation Fees as follows:

- hundred percent (100%) of the applicable quotation is payable for Services cancelled less than ten (10) days prior to the starting date of the Services.

- fifty percent (50%) of the applicable quotation is payable for Services cancelled less than twenty (20) days prior to the starting date of the Services.

4. EXECUTION OF SERVICE

CEBIPHAR guarantees that all the Services provided under this Agreement will be performed with professionalism and in accordance with the rules of the art, in compliance with good practices in force as well as its own quality system.

CEBIPHAR undertakes to use its best efforts to perform the Services within the timelines specified in the order. However, these timelines are communicated for information only and cannot be guaranteed.

The timelines for the Service requested by the Client are not a substantial condition of this agreement.

CEBIPHAR shall not be responsible for any delay in the performance of Service. Any delay penalties, stipulated in the Client's contractual documents, are therefore unenforceable against CEBIPHAR.

In any event, CEBIPHAR may, at its sole discretion, refuse to perform the Services requested by the Client if CEBIPHAR considers that said Services are contrary to ethics, its aptitudes, or its skills.

Parties agree that a Quality Agreement may be a prerequisite for the Services. In the event of any conflicting terms between the Quality Agreement and these GTC, the Parties agree that the terms of the Quality Agreement shall prevail.

5. SUPPLY OF SERVICES

The Test Items and/or products necessary for the provision of the Services shall be sent to CEBIPHAR at Client costs and under Client responsibility (DDP Incoterms 2020). Test Items shall be sent to CEBIPHAR in sufficient quantity, in due time, properly labelled and in a suitable container. An accompanying letter will be provided explaining the necessary information for the inspection on receipt: nature, quantity, batch number, storage conditions and, where applicable, information on safety in use. The Client is responsible for the representativeness of the sampling sent for the provision of the Services. The Client undertakes to provide, in writing, to CEBIPHAR, all the information concerning the risks associated with the handling or storage of the products sent to CEBIPHAR as part of the provision of the Services and which may present a risk for the safety of its personnel and the integrity of its equipment and premises.

It is expressly agreed by the Parties that the Client remains the owner of the samples and authorizes CEBIPHAR to use the samples in accordance with the Agreement.

One (1) month after the completion of the Services any remaining Test items shall be destroyed at client's costs or, upon the Client's request, returned to the Client. All shipments from CEBIPHAR to Client will be made EXW (Incoterms 2020).

The results of the Services shall be communicated in the form of reports, analysis reports, certificates of analysis, files drawn up in the name of the Customer on CEBIPHAR letterhead documents, in paper or electronic format.

Once CEBIPHAR has communicated the Results, the Client or any designated third party is prohibited from modifying, altering, reproducing or publishing the Results in any way, by mentioning the name of CEBIPHAR, without the written consent of CEBIPHAR.

In case of out-of-trend or out-of-specification results, CEBIPHAR will make every effort to identify the causes of these anomalies. CEBIPHAR shall bear the costs for additional analyses only in case of analytical error by CEBIPHAR.

Under no circumstances CEBIPHAR shall be held responsible for Out-of-trend or Out-of-specification results due to the sample itself.

It is agreed between the Parties that all data relating to the Services will be archived for 10 years as defined in the quotation. At the end of this period, these data will be destroyed automatically without requesting the Client's consent.

6. PAYMENT AND PRICE

The Price of the Services performed by CEBIPHAR will be indicated in the Quotation. In addition to the Price, the Customer acknowledges that he will bear the costs associated to the Services such as reference substances, columns, specific reagents, insurance surcharges, etc ... which will give rise to additional invoicing, possibly increased by a minimum flat rate per order for shipping and administrative costs, this flat rate may be adapted

according to the nature of the supply and will then be specified in the Quotation subject to Client written acceptance.

Unless specifically stated otherwise, payment terms will be 30 days net after the invoice date. The Customer will make all Payments by wire transfer in Euros. In case of delayed payment by the Client, CEBIPHAR shall be entitled to interest for late payment equal to three (3) times the legal interest rate plus forty (40) euros corresponding to recovery costs.

These penalties will be acquired without any formality or prior notice and will be payable upon simple request from CEBIPHAR.

In case of non-compliance with the payment conditions set out above, CEBIPHAR also reserves the right to suspend or cancel the provision of the services ordered by the Customer.

During the provision of the Services in case of unforeseen event CEBIPHAR shall be entitled to apply an adjustment to the prices indicated in the Quotation. (New regulation, new proprieties of Test items etc...).

7. LIMITATION OF LIABILITY

Due to the nature of the services provided, CEBIPHAR's obligation is an obligation of means. CEBIPHAR undertakes to perform the services in accordance with the rules of the art under the terms and conditions of the agreement, as well as in compliance with the applicable legal and regulatory provisions.

Subject to limitation of liability either Party shall indemnify, defend and hold the other Party, its Affiliates and respective officers, directors, employees and agents harmless against any claims, actions, liabilities, costs and expenses suffered, incurred or sustained by any Indemnified Party resulting from the execution of this Agreement. CEBIPHAR agrees to maintain a full professional liability insurance coverage during the provisions of the Services.

The maximum total aggregate liability of CEBIPHAR in connection with a Quotation shall not exceed the total amount for all Services to be rendered according to such Quotation. The exclusion of liability as set forth in this Section also applies in relation to employees and directors of CEBIPHAR and any other person associated with it. Subject to compulsory law CEBIPHAR shall not be liable for any indirect damages in connection with this Agreement, including any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence).

8. CONFIDENTIALITY

As used in this Agreement, the term "Confidential Information" means proprietary techniques and information that CEBIPHAR or Client has or will develop, compile, or own, which are disclosed to the other Party pursuant to this Agreement. Confidential Information includes information disclosed by Disclosing Party to Receiving Party during the term of this Agreement. Confidential Information includes: (a) all information that has or could have commercial value or other utility in the business in which Disclosing Party is engaged; and (b) all information that, if disclosed without authorization, could be detrimental to the interest of Disclosing Party, and (c) all third-party information that Disclosing Party is obligated to keep confidential.

Confidential Information does not include (i) any information that at the time of disclosure or thereafter is generally available to and known by the public, (ii) is developed by Receiving Party without reliance on Disclosing Party's Confidential Information, or (iii) is or was available to Receiving Party on a non-confidential basis from a source other than Disclosing Party who, insofar as is known to Receiving Party after reasonable inquiry, is not prohibited from transmitting the information to Receiving Party by contractual, legal or fiduciary obligation to Disclosing Party.

The Receiving Party agrees to: (1) use Confidential Information only in connection with the Services provided; (2) keep all Confidential Information confidential, and to take reasonable measures and use reasonable care to maintain the secrecy of all Confidential Information; (3) not use, duplicate or record any Confidential Information in whole or in part, except as reasonably necessary for performance of the Services; (4) disclose Confidential Information only to those of its employees whose knowledge of such Confidential Information is reasonably necessary for performance of the Services, ensure that all employees are informed of and adhere to the terms of this Agreement (5) not otherwise disclose any Confidential Information to any third party without first obtaining Disclosing Party's written permission and the execution of any additional nondisclosure agreement

required by Disclosing Party; and (6) preserve and maintain all confidentiality and proprietary markings and other legends on any materials containing Confidential Information.

Each Party agrees and acknowledges that nothing in this Agreement shall affect the ownership of any intellectual property rights in Confidential Information.

At any time upon the written request of Disclosing Party, (a) the Confidential Information, including all copies, shall be returned to Disclosing Party and (b) all other embodiments of the Confidential Information in the possession of Recipient, including all copies, and/or any other form or reproduction and/or description thereof made by Recipient, shall, at Disclosing Party's option, be returned to Disclosing Party or destroyed.

The obligations of confidentiality shall be in force during the Services and for a period of 10 years after the end of the Services.

9. INTELLECTUAL PROPERTY

Each Party shall retain all rights in all intellectual property rights owned or controlled by such Party prior to the Effective Date of this Agreement. CEBIPHAR shall retain ownership and all rights (including intellectual property rights) in and to know how, procedures, methods, analytical procedures, software and approaches employed, developed or obtained by CEBIPHAR. In case the exploitation of the results of the Services provided would require the use of these rights, CEBIPHAR will grant to Customer a free, non-exclusive, and non-transferable license.

Client shall be the exclusive owner of and shall own all rights, title and interest in and to the Test Items and the Results after payment. For the avoidance of doubt, Client shall have sole right to use the Result, as it deems appropriate. Client shall become the exclusive owner and CEBIPHAR hereby assigns to Client all intellectual property rights that it may hold over the Results. The rights thus transferred will include the rights of reproduction, adaptation, translation, exploitation, and representation, for the whole world, in all forms, on all supports and in all media for the legal duration of intellectual property rights. country of operation. The Client shall have the right to use and exploit the Results. The Client will have the exclusive right to file in his name any industrial property title likely to protect the Results, and in particular any patent application and any registration request.

10. AUDIT AND INSPECTION

Except in case of Audit for Cause, Client shall have the right to audit and examine all records, facilities, systems, procedures, and documentation relating to or pertaining to this Agreement kept by or under the control of the CEBIPHAR once every three (3) years. Client shall perform its audit during normal business hours at CEBIPHAR's office and subject to a thirty (30) days prior written notice. In case of audit by a third party duly authorized by Client the Client must obtain in advance the written consent of CEBIPHAR.

If Client requests any additional audit(s) CEBIPHAR shall be entitled to charge and Client shall be obligated to pay. CEBIPHAR agrees to permit representatives of any relevant Regulatory Authority access to relevant records, information, personnel and facilities. CEBIPHAR shall notify Client within 48 hours if a Regulatory Authority schedules, or without scheduling, begins an inspection or audit relating to the Services or Deliverables or which may impact the rights and obligations of the Parties under the Agreement.

11. ANTICIPATORY BREACH

Parties agree that in accordance with Article 1219 of the Civil Code, each Party may refuse to perform its obligation, even if it is due, if the other Party does not perform its obligation and if such non-performance is sufficiently serious to jeopardize this agreement or fundamentally disrupt the economic equilibrium.

Suspension of performance shall take immediate effect after the written notice specifying the intention to apply the defence of non-performance as long as the defaulting Party has not remedied the breach recorded.

This defence of non-performance may also be used on a preventative basis, in accordance with the provisions of Article 1220 of the Civil Code, if it is evident that one of the Parties shall not perform its obligations on the due date and the consequences of such non-performance are sufficiently serious for the injured Party affected by the breach.

The Party which takes the initiative to use this option shall assume the risks thereof.
If the impediment is definitive or lasts longer than one (1) month, this Agreement shall be purely and simply cancelled, subject to no formal notice or formalities.

12. FORCE MAJEURE

CEBIPHAR shall not be held responsible for delay or failure to fulfil all of the obligations incumbent on him under the Agreement, if such delay or failure directly or indirectly results from a case of force majeure such as:- occurrence of a natural cataclysm; - earthquake, storm, fire, flood, etc.; - armed conflict, war, conflict, bombing; pandemic - labour dispute, total or partial strike, service providers, carriers, postal services, public services, etc.; - an imperative injunction issued by the authorities (e.g. ban on imports, embargo); - operating or production accidents, broken machines, explosion. Each party shall inform the other party, without delay, of any occurrence of a force majeure event when they are aware of it and where they believe that it is likely to affect the execution of the contract. When the duration of the impediment exceeds ten working days, the parties shall discuss each other within the five working days after expiry of the ten working day period to examine in good faith whether the contract should be continued or terminated. If the agreement is terminated by the Client for reasons of force majeure, the Client shall pay CEBIPHAR all amounts due up to the date of termination.

13. PROTECTION OF PERSONAL DATA

Each Party is obliged to comply strictly the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR) regarding any information relating to an identified or identifiable natural person.

Under the Data Protection Regulations, any person involved has a right of access, modification, rectification, deletion, portability, opposition and limitation in respect of their Personal Data. Any person involved can exercise these rights by sending an e-mail to Data Protection Officer (DPO) of CEBIPHAR at the following address: rgpd@terangagroupe.com

14. GOVERNING LAW AND JURISDICTION

These T&Cs are governed by and interpreted in accordance with French law. This version is drafted in English for information only. The French version of the current T&Cs will supersede any other in foreign language.

The Parties shall endeavour to amicably settle any dispute in relation to the interpretation or the performance of the agreement. In case the Parties fail to find a compromise The Parties each consent to the exclusive jurisdiction and venue in the Court of Tours, France for any action or dispute arising under or relating to this Agreement.