

# GPC GENERAL PURCHASING CONDITIONS FOR PRODUCTS AND/OR SERVICES

## 1 ARTICLE 1 – GENERAL PROVISIONS

These General Purchasing Conditions (“GPC”) govern all works, services, (“Services”) or products (“Products”) purchased by the Company BIOCORP (the “Customer”) from the seller (the “Supplier”). Exceptions can be made to the conditions, in full or in part, by written agreement signed by both Parties within the special conditions.

The documents forming the exclusive contractual commitment between the Parties (“the Contract” or “the Order”) are, in decreasing order of priority: (i) The purchase order excluding any reference to the Supplier’s general terms and conditions and, where applicable, the special conditions, (ii) the specifications, (iii) these GPC, (iv) the Safety procedures. The Supplier’s general terms and conditions, referred to in the order receipt, are collected solely for the Parties’ administrative requirements and are neither approved nor considered as being included in the Contract concluded between them unless the Parties have agreed in writing to include some or all of said conditions in the Contract.

Under the Contract, the Supplier is deemed to be an expert in its field who is fully aware of all the Customer's demands and requirements, particularly in terms of quality, location, cost and lead times. As an expert in its field, the Supplier is responsible for checking the rationality of the Customer’s requests and for advising it both on the best industry practices and technologies available during the period of Contract execution, and on whether the Order matches the Customer’s objectives and specifications. Should any information prove to be ambiguous and/or incomplete, the Supplier shall also ask the Customer to provide all the precisions and/or clarifications required to check that said information is free of any errors or omissions that could result in incorrect or incomplete execution of the Order and shall make any comments or observations it deems necessary on the documents sent by the Customer. Failing this, the Supplier shall not be able to raise any subsequent claim, reservation or waiver.

## 2 ARTICLE 2 – ORDER ACCEPTANCE AND MODIFICATION

Order acceptance is established by sending an acknowledgement of receipt within five (5) working days of the sending of the Order for Orders with a delivery time of over three (3) weeks, and within two (2) working days for Orders with a delivery time of less than three (3) weeks. Should the Supplier execute the Order without having expressly notified the Customer of its refusal of the GPC, it will be deemed to have accepted said GPC. The Order will therefore be executed under the GPC.

The Customer reserves the right to modify the Order during execution of the Service and to notify the Supplier accordingly. Moreover, any modification made to the Order shall be subject to an amendment approved by the Supplier under the same conditions as those referred to above. The Supplier cannot make any modifications whatever to the Services ordered by the Customer unless they have obtained said Customer’s prior approval in writing.

Under no circumstances shall any corrections requested of the Supplier to make the Supply compliant with current standards, good practices and/or rules and regulations applying to the Order be deemed modifications.

### 3 ARTICLE 3 – SUBCONTRACTING – INTUITU PERSONAE

Unless they have received the Customer’s prior approval in writing, the Supplier cannot assign and/or transfer the Order to any third party (referred to hereafter as a “Subcontractor”), in part or in full, even free of charge, without risking termination of the Order.

The Supplier remains fully liable for its Service and Products and, in particular, for the progress of any Orders they have subcontracted. The Supplier is responsible for taking all the necessary steps to ensure that the Customer can access, at any time, the place of execution of the Services or of Product manufacture (in addition to those of its Subcontractors) and all the documents relating to their organisation.

The Supplier shall notify its employees (whatever the nature and term of their employment contract), representatives, agents and subcontractors of the relevant provisions both in the GPC and in the Order, especially those relating to health, safety and the environment. The Supplier shall transfer to its Subcontractors all the relevant obligations arising from the Order and shall verify the qualifications and credentials of its employees, agents, representatives and subcontractors.

### 4 ARTICLE 4 – LEAD TIMES

Dates stipulated in the Contract are firm and final and are deemed an essential condition of the Order. Should there be a foreseeable or established overrun of Contractual dates, the Supplier shall immediately notify the Customer of the scale and the reasons for the delay. The Customer reserves the right to apply the provisions set out in Articles 10 and 12, and to take any steps it deems necessary to protect its interests, including termination of the Order under the terms set out in Article 18.2.

No early delivery will be accepted without the Customer’s prior written approval.

### 5 ARTICLE 5 – PRICES

The prices shown on the Orders are firm, final and non-revisable. They include all taxes (except VAT), contributions and insurance costs in accordance with the agreed Incoterm. Prices are all-inclusive and cover all supplies, means and accessory services, all design studies, the delivery of all the necessary documentation and Deliverables (such as defined in Article 7.2), the costs relating to the Supplier’s personnel, subcontractors, tools and equipment required for Order execution.

It is expressly agreed that if the Order does not specify certain details or accessories that, in accordance with good manufacturing practice, are required for the Service and/or the Products, the Supplier will be responsible for their inclusion, and for making the necessary real-time corrections and additions, and for notifying the Customer with no resulting increase in price.

### 6 ARTICLE 6 – INVOICING – TERMS OF PAYMENT

#### 6.1 INVOICING

Invoices will be issued for each payment term stated in the relevant Order, indicating the Order number, the type, rate and amount of each tax along with any statements that are required by law. Single invoices will be issued following conform delivery of the Products, Service and/or Deliverables, duly approved by the Customer.

## 6.2 TERMS OF PAYMENT

Subject to conform delivery of Products and Services and to their acceptance under the terms set out in Article 8, and to receipt of an invoice conform to the requirements of Article 6.1, payments are made at 45 days at month end as from the date of issue of the invoice, and by bank transfer. Payment may not, in any case, exceed a maximum period of 60 days net as from the date of issue of the invoice. The payment period for Orders relating to transport services is 30 days as from the date of issue of the invoice. The Customer will be authorised to offset the receivables owed to it by the Supplier against any amounts it may owe the Supplier, of whatever nature, including amounts relating to penalties.

6.3 Generally speaking, the Customer will not make any advance payment to the Supplier. However, should advance payments be approved, the Customer may ask the Supplier to provide an irrevocable, first demand, advance payment guarantee issued on a first-tier bank for an equivalent amount.

6.4 The Customer may withhold a sum equal to 5% of the Order amount exclusive of tax provided that such a holdback has been approved by the Parties in the special conditions applying to the Order. This holdback will be payable on expiration of the warranty period or at the time of final acceptance provided that the Supplier has fulfilled all its obligations, or at the time of provisional acceptance against a bank guarantee for an equivalent amount provided at the Supplier's expense.

6.5 The Customer may, as it sees fit, obtain from the Supplier and at the latter's expense a performance bond covering the Order in the form of a bank surety equal to all or part of the Service price, to be released on the date of final acceptance of said Service. The guarantees and sureties referred to in this Article shall be delivered by a body approved by the Customer and shall include the express renunciation of entitlement to discussion and an undertaking not to raise any objections on any grounds whatever.

6.6 The Supplier shall notify the Customer in advance of any transfer or assignment of its receivables.

6.7 Any payment not made by the due date will incur a late penalty at a rate equal to three (3) times the legal interest rate. In the event of late payment, the Customer will be, ipso jure, liable to pay the fixed charge of forty (€ 40) euros provided for under Article L 441-9 I of the French Code of Trade to cover debt collection costs. This will not prevent the execution of Services in progress nor lead to their suspension.

## 7 ARTICLE 7 – SERVICE EXECUTION AND PRODUCT MANUFACTURE

7.1 In the cases provided for under current legislation, prior to starting the work, the Supplier shall draft a written prevention plan jointly with the Customer setting out the steps to be taken by each Party with a view to preventing potential risks.

7.2 The Supplier is required to disclose, (i) within three (3) working days as from the Customer's request, all the documents describing the organisation and proper execution of the Services including those of its Subcontractors, (ii) all the documents formalising the outcomes or progress and implementation status of the Services and (iii) of the Products, where relevant ("the Deliverables") according to the schedule given in the Order. The Customer may use these documents freely.

7.3 Upon reasonable notice, the Supplier will allow the Customer, or a third party duly appointed by the Customer, to inspect or check the Service or the Products, along with their progress status, their proper execution, the methods used to perform the Order and the Supplier's quality systems. Each Party will pay its own costs and fees relating to such inspections. Operations involving checks, inspections and acceptance testing shall not in any way lessen the Supplier's contractual liability, especially in relation to the scope of its own checks and inspections. Such checks and

inspections are not deemed an approval of the Services or Products, and do not affect the Customer's right to refuse said Services or Products, in full or in part, during the acceptance procedure.

7.4 The Supplier shall deliver the Product in accordance with the general specifications or technical specifications approved by the Customer. No technical modification shall be made either to the Product composition or to its method of manufacture without the Customer's prior written approval, for Products specific to the Customer, nor without prior written notification to the Customer where standard Products on the market are concerned (applicable document NF EN ISO 13485:2016 § 7.4.2).

- In the case of a voluntary change of supplier, the minimum notice period is six (6) months.
- In the case of a discontinuation of the supplier, the minimum notice period is twelve (12) months.

7.5 The Supplier shall notify the Customer of any event likely to affect or jeopardise in any way whatever the supply of the Products or Services without, however, releasing said Supplier from its liability.

7.6 The Supplier agrees to respond promptly to any request from BIOCORP for information on the Products and to certify their source and composition.

7.7 The Supplier agrees to provide all the quality documents required under the Order.

## 8 ARTICLE 8 – ACCEPTANCE OF PRODUCTS AND SERVICES, TRANSFER OF OWNERSHIP AND RISKS

8.1 All Product orders shall state which Incoterm is used. Failing this, delivery will be deemed DDP, Delivered Duty Paid at the agreed destination (Incoterm ICC, 2020).

8.2 The Customer shall formally acknowledge acceptance of all deliveries of Products and Services, Deliverables and/or accessory services, by means of a report or any other notification addressed to the Supplier. This formality, separate from the checks made during Order execution, consists either of a provisional acceptance procedure followed by final acceptance, or of a single acceptance procedure. Products are deemed to have been accepted within 30 days of delivery provided that the Customer has issued no reservations during this time, with the understanding that said acceptance in no way constitutes approval of the Products but simply acknowledges the absence of visible defects.

8.3. Services are subject either to a single acceptance procedure (acceptance procedure described in Article 8.4), or to provisional acceptance (described in this Article) followed by final acceptance (described in Article 8.4).

Where applicable, provisional acceptance is performed following functional and/or performance testing, designed to check the overall compliance of Services and Deliverables (quantity, quality, performance, etc.) with the terms of the Order; this requires first sending the Customer all the documents listed in the Order (technical documents and drawings, list of spare parts, etc.). The Supplier may not, under any circumstances, invoke the Customer's failure to detect and point out a nonconformity as grounds for releasing it wholly or partially from the warranties and liabilities binding upon it.

Provisional acceptance may be declared with reservations provided that said reservations are of minor importance. The Supplier shall lift said reservations within the agreed time limits. Provisional acceptance may not be declared if there are major reservations, in which case, final acceptance will be declared nonconform.

8.4 Single acceptance (or, where applicable, final acceptance) refers to the act by which the Customer notes that the Services and Deliverables are conform with the Order's specifications and that the Supplier has fulfilled all its contractual commitments with no prejudice and subject to its liabilities under ordinary French law or under any

remaining warranty period. Should the Parties plan to conduct provisional followed by final acceptance, the final acceptance will be declared after the provisional acceptance. Whether for provisional followed by final acceptance, or for a single acceptance, the acceptance procedure may only be declared complete once all reservations have been lifted (by making conform and/or full or partial replacement of the Services, as applicable) within the time period set by the Customer, and once all the relevant documents and Deliverables have been delivered.

8.5 Should the Products or Service fail to conform with any provision in the Order, the Customer reserves the right to terminate said Order under the provisions of Article 18.2 hereafter, with no prejudice to the application of contractual late penalties or any other compensation for a loss suffered by the Customer.

8.6 Risks relating to the Products are transferred according to the Incoterm stated in the Order or, in the absence of an Incoterm, on delivery of the Products. The transfer of ownership is made in line with the progress of Order execution.

Unless otherwise specified in the Order, the contractual warranty period starts to run on declaration of a conform final or single acceptance.

Deliverables subject to final refusal following a notification such as that provided for under Article 8.5, will be handed over to the Supplier at the place indicated in said notification to allow the Supplier to verify the substance of the objections raised by the Customer. Should the Supplier fail to inspect the Deliverables or challenge the objections within eight (8) days of the Customer's notification, said Deliverables shall be collected by the Supplier, at its own costs, risks and perils within the following eight (8) days, failing which the uncollected Deliverables will be returned to the Supplier or destroyed, at said Supplier's own cost, risks and perils.

The Supplier will be liable for any direct, indirect, material and consequential loss and damage suffered by the Customer due to the Supplier failing to fulfill its duty to make conform deliveries and, in particular, for any loss suffered by the Customer due to the replacement of nonconform Deliverables, disruptions to its production schedules and extra costs invoiced to the Customer by its own customers.

## 9 ARTICLE 9 – OWNERSHIP OF MOULDS, TOOLS AND OTHER EQUIPMENT

9.1 All moulds, tools and other specific equipment (the "Equipment") provided to the Supplier by the Customer or made at the Customer's request, shall remain or become during their manufacture, the property of the Customer or of its own customer in accordance with the agreements made directly between the Customer and its own customer.

Said Equipment is provided by the Customer for manufacture of the Products under the terms of a loan for use Contract or a loan for use sub-contract (depending on whether the Equipment belongs to the Customer or to its own customer), to be agreed prior to handing over or commissioning the Equipment at the Supplier.

In any case, and even if there is no formal loan of use contract or sub-contract, any Equipment provided to the Supplier shall be deemed to be warehoused at the Supplier as an accessory to the Order. The Equipment may only be used for the purpose of Order execution and may not be loaned, provided to third parties, copied or reproduced, pledged or be subject to a security interest.

At the Supplier's cost, the Equipment shall be fitted with a plate affixed at a clearly visible location, inscribed with an identification number and the name of the Equipment owner based on the information given by the Customer, followed by the statement "*property non-transferable and non-seizable*".

No modification may be made to the Equipment without the Customer's prior, express approval.

On termination of the Order, whatever the reason, the Equipment shall be returned to the Customer at its first request or to the customer designated by the Customer.

9.2 In its capacity as custodian, the Supplier is responsible for guaranteeing the Equipment against risks of loss, theft, damage or destruction and shall take out insurance that covers the replacement value of said Equipment. As a prudent and diligent user, the Supplier shall maintain the Equipment in perfect working order and will be held liable for any premature wear and tear and any deviation in the process. Within a time consistent with the introduction of new Equipment, the Supplier shall notify the Customer of any normal wear and tear likely to require the replacement of said Equipment. The Supplier shall take out liability insurance that covers any potential damage that said Equipment could cause to third parties. Throughout the period of the Order, the Supplier shall provide proof of the validity of its liability insurance policies at least once a year.

## 10 ARTICLE 10 – DELAYS

Any failure by the Supplier to comply with Order deadlines may be subject to a penalty. Failing a specific statement in either the order form or the special conditions, penalties equal 2% of the total Order amount per week of delay (all weeks already begun are deemed due), up to the limit of 10% of the Order amount. As penalties are punitive in nature they do not in any way prevent the Customer from requesting damages for losses suffered, nor do they release the Supplier from its obligations. The assignment of penalties in the Customer's favour does not prevent it from terminating the Order under Article 18.2 below.

It is agreed that penalties are payable merely upon the Customer's notification, with no prior formal notice and will be subject to a summary statement (monthly, if the Services are recurrent) sent by the Customer. Penalties will result in:

- Either, issue of an invoice ordering the Supplier to pay within thirty (30) calendar days,
- Or, following notification to the Supplier, deduction of the applicable penalty amount from the next invoice issued by the Supplier.

## 11 ARTICLE 11 – WARRANTIES

11.1 The Supplier guarantees the conformity of the Products and/or Services both with the Order, the characteristics and performances specified in said Order, the technical specifications, good manufacturing practice and with any current legal and normative requirements. It also guarantees the supply of the Deliverables within the agreed times.

These requirements constitute the Supplier's performance obligation. Unless otherwise specified in the Order, the warranty period may not be less than twelve (12) months as from the date of conform acceptance of the Service or the date of delivery of the Products.

11.2 The fact of the Customer being aware of an information notified by the Supplier concerning the means it plans to implement to achieve the above-mentioned performance, or of the Customer's awareness of this matter, or of the Customer's approval of a Deliverable, shall not release the Supplier in any way from its performance obligation or duty to deliver a conform Service or Product.

Should the Supplier fail to achieve the performance referred to above or fail to fulfill its performance obligation, the Customer may, following formal notice that has remained without effect within the period stipulated in the Order, and with no need for court authorisation or prior legal proceedings, replace the Supplier (or appoint a third party of its own choosing to replace said Supplier), at the Supplier's cost and risks.

Moreover, in the event of Supplier default, of whatever nature, or of an emergency (especially where safety is concerned or when production means or equipment are at risk), the Customer may immediately replace the Supplier or one of its Subcontractors (or appoint a third party of its own choosing), at the Supplier's cost and risks, by simple notification stating its circumstances with no need for court authorisation or prior legal proceedings.

11.3 Under the warranties, the Supplier shall replace, recondition, repair, and/or supplement and, generally speaking, perfect the Products or Services delivered or performed so as to ensure they are fully conform and able to meet the requested reliability and performance requirements.

All costs or fees incurred during implementation of said warranty will be borne by the Supplier. The Supplier will also be bound by the terms and conditions of any performance guarantees provided for under the special conditions attached to the Order.

With no prejudice to the foregoing provisions, the Supplier is bound by the statutory warranty against hidden defects. Any item replaced or repaired under the warranties referred to above will be covered by new warranties of an identical type and duration to the initial warranties.

11.4 The Supplier guarantees the Customer that the requirements under the REACH regulation (regulation N°1907/2006 of 18<sup>th</sup> December 2006) have been/are/will be complied with as regards chemicals contained in the Products supplied/delivered/used under the Order. The Supplier shall send the Customer proof of compliance with this guarantee together with the documentation provided for in the REACH regulation.

## 12 ARTICLE 12 – LIABILITY

As an expert in the manufacture and/or supply of the Products and/or performance of the Services ordered from it, the Supplier is bound by a general duty to provide advice and information relating directly or indirectly to its execution of the Order.

The Supplier is also liable, for whatever reason, for any loss or damage caused by the improper execution or non-execution of said Service or by the Products, with the understanding that the supply of contractually conform Products or Services within the agreed times constitutes a performance obligation under Article 11.

Generally speaking, under the provisions of ordinary French law, the Supplier is liable for damage of any nature that the Customer, its agents, its representatives or third parties may sustain, or that might affect its Products, in performance of the Order. No limitation of liability is accepted, a fact that the Supplier expressly agrees to.

## 13 ARTICLE 13 – INSURANCE

The Supplier declares that it holds the appropriate insurance policies, taken out with well-known creditworthy insurance companies, covering the financial consequences of its liability or that of its employees or representatives, concerning any direct or indirect damage they might cause to the Customer and/or its facilities, furniture, equipment, personnel, or to a third party during execution of the Order. Within three (3) calendar days of the Customer's request, the Supplier agrees to provide a certificate proving that it has paid the corresponding insurance premiums. These insurance policies shall be maintained throughout the whole period of Order execution.

## 14 ARTICLE 14 – INDUSTRIAL AND/OR INTELLECTUAL PROPERTY

14.1 Services: Excluding methods and know-how specific to the Supplier, the Customer will, in the course of their preparation, become owner of any document, Deliverable, file, report, drawing and, generally speaking, of any item produced by the Supplier under the Order, information, patented and unpatented inventions, all processes, and all equipment, prototypes, test apparatus, models, software (regardless of whether they involve an object code, source code or any other format), obtained, produced or developed by the Supplier. Accordingly, the Supplier agrees to assign exclusively to the Customer all copyrights and rights of representation, reproduction and adaptation over all documents produced under the Order, in addition to all intellectual property rights. This assignment, which concerns all domains, including the Internet, will remain in effect throughout the whole period of protection of the relevant

rights as evidenced by current legislation and by the provisions of the French Code of Industrial and Intellectual Property Rights.

14.2 Products: The Supplier is and will remain owner of all rights, titles and benefits connected to all existing intellectual property rights relating to the Products, including, in particular, know-how, patentable or non-patentable inventions, patents, models, drawings, layouts, samples, technical specifications, registered trademarks and copyrights (the "Prior IP rights"). The Supplier grants the Customer a non-exclusive, non-transferable licence covering its Prior IP rights that is revocable and cannot be sub-licensed (except to end customers), to be used solely for the purposes of use or operation of the Products or for integrating said Products into the end customer's equipment for their use and operation, to the exclusion of all other rights.

14.3 The Supplier will guarantee the Customer against any claim or action brought by the recipient of an intellectual property right involving a patent, trademark, drawing, model, etc., during execution or use of the Service or Product, throughout the full duration of said rights.

14.4 The Supplier shall compensate the Customer for all costs and damages arising from a judgement, notably for counterfeiting, issued by a court of final instance or by an arbitral tribunal with jurisdiction over this action, including in particular legal and patent consultancy fees, compensation for counterfeiting, the cost of replacements or modifications aiming to clear the counterfeit and any damages for disruption of use or operation of the counterfeited Service or Product.

## 15 ARTICLE 15 – NON-DISCLOSURE

"Confidential Information" means all information, processes, know-how, ideas, specifications and documentation that may have been communicated between the Parties in connection with the Products, Services or with their respective business activities, relating to this Contract and including, among other things, the price, specifications and design of the Products, information relating to the personnel, practices, clientele or commercial strategies of either Party, and any information on the terms and conditions governing the sale of the Products or Services under this Contract. Notwithstanding the above, under this Contract, the information listed below shall not be deemed confidential information: (i) information that was already in the possession of the receiving Party at the time of its disclosure by the communicating Party, and which continues to be treated as confidential information in accordance with the conditions under which it was obtained; (ii) information that was already in, or subsequently enters the public domain through no fault, action or failure of the receiving Party; (iii) information that was lawfully obtained by the receiving Party, or by a third party entitled to disclose it; or (iv) information developed independently by the receiving Party, outside the performance of this Contract, without using any confidential information belonging to the Party that disclosed the information. Unless they have obtained prior, written authorisation, the Parties shall not disclose and will take every necessary measure to prevent their employees, representatives or assigns disclosing to any third party Confidential Information belonging to the other Party. Each Party will use the other Party's Confidential Information solely for execution of this Contract. The provisions of Article 15 will remain in force for a period of five (5) years as from the date of termination of the Contract. On completion of the Order/expiry of the Contract, the Supplier will return to the Customer, at its first request, all related documents, confidential or otherwise, without keeping any copies thereof (on any media whatever).

It is prohibited to make any full or partial reproduction or any use of whatever nature of said Information, especially as references or advertising involving the Customer's trademarks and/or logos without the Customer's prior written authorisation.



## 16 ARTICLE 16 – COMPLIANCE WITH THE PROVISIONS OF THE FRENCH LABOUR CODE

By signing this Contract, the Parties declare that they have fulfilled their legal obligations in respect of strengthening the fight against illegal labour:

### 16.1 UNDECLARED WORK

In accordance with the provisions of Article L8222-1 of the French Labour Code, and provided that the total invoiced amount of the Service or Product reaches the amount referred to in Article R8222-1 of the French Labour Code, the Supplier shall, on the date of signing the Contract and then every six (6) months up to expiration of the Contract, send the Customer:

- If domiciled in France: the documents referred to in Article D8222-5 of the French Labour Code
- If domiciled abroad: the documents referred to in Article D8222-7 of the French Labour Code

### 16.2 EMPLOYMENT OF FOREIGN WORKERS WITH NO WORK PERMITS

In accordance with the provisions of Article L.8254-1 of the French Labour Code, and provided that the total invoiced amount of the Service or Product reaches the amount referred to in Article D8254-1 the Supplier shall, on the date of signing the Contract and then, under Article D8254-4 of the French Labour Code, every six (6) months up to expiration of the Contract:

- If domiciled in France: the documents referred to in Article D8254-2 of the French Labour Code
- If domiciled abroad and it seconded employees on French territory for execution of the Contract under the terms of Article L1262-1 of the French Labour Code: the documents referred to in Article D8254-3 of the French Labour Code.

The Supplier expressly agrees to meet the aforementioned legislative and regulatory requirements throughout the full duration of the Order.

## 17 ARTICLE 17 – FORCE MAJEURE

Force Majeure means any external unforeseeable and unavoidable event that prevents one Party from fulfilling its obligations. Neither Party shall be held liable for a delay or any other breach of its obligations under the Order in cases where said failure is caused by Force Majeure.

The following situations are not deemed cases of Force Majeure:

- Unannounced strikes and, generally speaking, any situation that arises due to a Party's officials, agents, representatives and/or Subcontractors, in addition to any damage caused by defective materials or equipment used to execute the Order;
- Any delays in deliveries of raw materials.

Should a Party intend to claim a case of Force Majeure, it shall first notify the other Party in writing, immediately and within eight days of the occurrence at the latest, providing all the information evidencing the unforeseeable, unavoidable and external nature of the event rendering it unable to fulfil its contractual obligations together with the impact on execution of the Order that it foresees.

Each Party bears its own costs and expenses resulting from the Force Majeure event.

As soon as the Force Majeure impediment ceases, the Contract obligations set out herewith will become effective for the period still remaining at the time of the suspension.

A suspension due to Force Majeure may not, however, exceed half of the total Contract period; on expiration of this period the Contract may be terminated by the Party that did not claim Force Majeure.

## 18 ARTICLE 18 – SUSPENSION - TERMINATION OF THE ORDER

### 18.1 SUSPENSION

Should one Party be responsible for a Nonconformity or default that represents a threshold condition for triggering the provisions of Article 18.2 (referred to hereafter as the “Defaulting Party”), the affected Party may notify suspension of Service execution prior to triggering the above-mentioned Article. This suspension may not exceed sixty (60) days and shall be used to resolve the problems experienced by the Parties.

Throughout the duration of the suspension, each Party will bear the costs, of whatever nature, they incur due to said suspension. Compliance with Contract provisions not affected by the suspension will remain in force in addition to the duty of good faith.

The Defaulting Party will notify the other Party if it succeeds in resolving the causes that triggered suspension of the Contract within the aforementioned time. Both Parties will then meet formally to discuss the terms and conditions for continuation of the Contract. If it proves possible to continue Contract execution, the Defaulting Party shall immediately resume the performance of its obligations.

In any case, and unless otherwise agreed between the Parties, if the suspension was supposed to be lifted prior to expiration of the Contract, said Contract will not be extended by the period of the suspension but will expire at the end of its original period. If the Contract reaches its term during the suspension, the Contract will expire on this date, leading de facto to the end of the suspension.

If the Defaulting Party fails to resolve the causes that triggered suspension of the Contract within the aforementioned time or should the Parties fail to agree on acceptable terms for continuing the Contract, said Contract may be terminated with immediate effect under the terms of Article 18.2; in this case, the one-month period of prior notice shall not apply.

### 18.2 TERMINATION FOR DEFAULT

Should one of the Parties breach its Contractual obligations and fail to respond within one (1) month of the other Party serving it with formal notice, the latter may notify the Defaulting Party of the termination of the Contract, without prejudice to its right to claim compensatory damages.

### 18.3 TERMINATION AT THE CUSTOMER’S DISCRETION

Furthermore, even if the Supplier has not breached its contractual obligations, the Order may be terminated at the Customer’s discretion, subject to prior notice of thirty (30) calendar days following a written notification sent to the Supplier. In this case, and solely for an Order established for a fixed period, the Customer will pay the Supplier all amounts owing at the time of the effective termination and conform with the Services, concerning in particular any Services in progress that, despite the Supplier’s implementation of reasonable corrective actions, cannot be resold to the Supplier’s own suppliers nor to third parties, nor used for other customers or by the Supplier for its own needs. Said payment shall be offset against any advance payments, deposits or any other payment already made, with no other compensatory damages. The Supplier will provide the Customer with all the documentary evidence necessary and sufficient to this end. In any case, the amount owing to the Supplier in this respect may not exceed the total amount of the Order.

## 19 ARTICLE 19 – CHANGE IN SUPPLIER STATUS

The Supplier shall notify the Customer immediately in the event of any major and significant change in its financial standing, business structure, supervisory arrangements or Executive Management, or of the instigation of insolvency proceedings. Should the Customer deem such a change likely to jeopardise proper execution of the Order, it may demand guarantees, or terminate the Order under the foregoing Article 18, or take any necessary measure it deems necessary, subject to applicable law.

The Supplier agrees to notify the Customer immediately if the portion of its annual turnover, per subsidiary and/or consolidated or otherwise, corresponding to the Orders received from all the Customer's sites, exceeds the threshold of thirty (30%) percent of said turnover.

## 20 ARTICLE 20 - CONFORMITY

### 20.1 CSR UNDERTAKING

Biocorp selects its suppliers based on a set of objective criteria and ensures that it maintains balanced commercial and contractual relationships over time. Providers are required to demonstrate efficiency and compliance with the law and shall be objectively measurable.

In accordance with the applicable laws and regulations in the country of project execution, Biocorp asks its suppliers to comply with and make sure that all its Subcontractors comply with the environmental and social standards recognised by the international community, which include the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment.

In an effort to conduct itself with integrity and prevent any conflicts of interest, Biocorp Production also asks its providers to comply with the legal and conventional provisions (1997 OECD Convention) relating to the fight against corruption and unlawful payments. Accordingly, Biocorp asks its suppliers to declare that they have not committed any act likely to affect project delivery at the expense of Biocorp and, in particular, that no agreement has been, or will be, reached; that the negotiation, ordering and execution of the Service have not, do not, and will not result in any act of corruption such as defined by the United Nations Convention against Corruption of 31<sup>st</sup> October 2003.

Provided that the rules provided for under Article L225-102-1 of the French Code of Trade apply to it under Article R225-104 of the same code, the Provider will present Biocorp with its action plan, as part of its company's CSR policy, at the time of signing the Contract at the latest.

### 20.2 FIGHT AGAINST CORRUPTION

Biocorp places great importance on the fight against fraud and corruption and is dedicated to ensuring that every individual or company with whom it works adheres to the same principles and demonstrates strict observance of all current laws and regulations.

The Supplier agrees to adhere both to the principles of the Sapin II law (law N° 2016-1691 of 9<sup>th</sup> December 2016) and/or to any other similar law in any relevant country and to the provisions of this Article.

The Supplier guarantees that any natural or legal person, including its Subcontractors, acting on behalf of the Provider under this Contract:

- Shall comply with any regulation aimed at combating corruption and influence peddling;
- Shall not, by action or omission, do anything likely to render the Customer liable in terms of non-compliance with current regulations aimed at combating corruption;

- Shall set up and maintain its own policies and procedures relating to ethics and the fight against corruption;
- Shall notify the Customer immediately of any event brought to its attention and which may make it the beneficiary of an unfair advantage, financial or otherwise, under this Contract;
- Shall assist the Customer in responding to a duly empowered authority concerning the fight against corruption.
- The Provider agrees to notify the Customer immediately of any information brought to its attention that would be likely to render it liable under this Article.

### 20.3 HUMAN RIGHTS AND FUNDAMENTAL FREEDOMS

Under Article L225-102-4 of the French Code of Trade, should a Supplier be required to prepare a vigilance plan aimed at identifying risks and preventing serious assaults on human rights and fundamental freedoms, and on the health and safety of people and the environment, said plan shall be sent to the Customer on the date of Contract signature at the latest.

The same principle will apply if the Supplier is based in a country where a similar rule applies, such as the United Kingdom's Modern Slavery Act (2015 c.30 of 26 March 2015).

### 20.4 PERSONAL DATA

#### 20.4.1 GENERAL PROVISIONS

Both Parties are bound by the General Data Protection Regulation (RGPD) and the French Data Protection Act N° 78-17 of 6<sup>th</sup> January 1978.

Therefore, each Party shall:

- Adhere at all times to its obligations under the regulation governing the protection of Personal Data;
- In accordance with Article 30 of the French Data Protection Act (RGPD), keep a record of its Personal Data processing activities if it is subject to this obligation;
- In accordance with Articles 44 et seq. of the RGPD, follow the rules governing the transfer of Personal Data to third parties or international organisations.

#### 20.4.2 PROVISIONS APPLYING TO DATA PROCESSING OFFICERS (SOLELY APPLICABLE AS PART OF A SERVICE WHERE THE PROCESSING OF PERSONAL DATA IS SUBCONTRACTED TO THE SUPPLIER)

Under the provisions of Article 28 of the RGPD concerning the Data Processing Manager's obligation to seek the services of a Subcontractor that offers adequate guarantees regarding the implementation of appropriate technical and organisational measures aimed at ensuring that its data processing activities meet RGPD requirements and guarantee the safeguarding of the rights of individuals, where Biocorp is deemed the data processing manager or co-manager within the meaning of the RGPD and where the Provider qualifies as a Subcontractor strictly within the meaning of the RGPD due to its processing of Personal Data under the Contract on behalf of the Customer (the "Data Processing Officer"), the Provider ensures Biocorp that:

1. Data Processing activities performed under the Contract involve a purpose, duration, nature, outcome, data typology and categories of data subjects that are conform with the French Data Protection Act

- (RGPD). In cases where data processing activities have to be tailored to conform to the French Data Protection Act (RGPD), the relevant Parties will meet to adapt elements as necessary.
2. Furthermore, the Data Processing Officer:
    - a. Only processes Personal Data on the documented instruction of the Data Processing Manager, including transfers of Personal Data to a third party or an international organisation, unless required to do so under Union law or the law of the member State governing the Data Processing Officer; in this case, the Data Processing Officer will inform the Data Processing Manager of this legal requirement prior to processing the data, unless there are strong public interest grounds for the relevant law to prohibit such information;
    - b. Makes sure that the individuals authorised to process Personal Data agree to keep such information strictly confidential or are bound by a statutory duty of secrecy;
    - c. Takes all the measures required under Article 32 of the French Data Protection Act (RGPD).
    - d. When recruiting a Subcontractor, the Data Processing Officer shall:
      - i. Request the Data Processing Manager's prior written authorisation, whether specific or general. For general written authorisations, the Data Processing Officer notifies the Data Processing Manager of any planned change concerning the inclusion or replacement of other Subcontractors, thus allowing the Data Processing Manager to issue their objections, if any, to said changes;
      - ii. Comply with the conditions referred to in item 3 of this Article.
    - e. Takes account of the nature of the processing and, wherever possible, using the appropriate technical and organisational measures, assists the Data Processing Manager in fulfilling its obligation to meet the demands of data subjects seeking to exercise their rights under Chapter III of the French Data Protection Act (RGPD);
    - f. Assists the Data Processing Manager in ensuring compliance with the requirements provided for under Articles 32 to 36 of the French Data Protection Act (RGPD), in view of the nature of the processing and the information available to the Data Processing Officer;
    - g. Depending on the decision of the Data Processing Manager, deletes all Personal Data or sends it back to the Data Processing Manager post-processing, and destroys any existing copies, unless Union law or the law of the member State requires the retention of Personal Data; and
    - h. Provides the Data Processing Manager with all the information needed to demonstrate compliance with the requirements under this Article, and to enable the carrying out of audits and inspections by the Data Processing Manager or by another auditor commissioned by it, and to participate in said audits. The Data Processing Officer shall also immediately notify the Data Processing Manager should it consider an instruction pursuant to the foregoing sentence to breach this regulation or other provisions of Union law or the law of Member States relating to the protection of personal data.
  3. Should the Data Processing Officer recruit a subcontractor to carry out specific data processing activities on behalf of the Data Processing Manager, the same Data Protection requirements as those set out in the Contract will apply to said subcontractor by means of a contract or any other legal document under Union law or the law of a Member State, especially concerning the requirement to offer adequate guarantees regarding the implementation of appropriate technical and organisational measures aimed at ensuring that its data processing activities meet the requirements of the French Data Protection Act (RGPD). Should said subcontractor fail to fulfill its data protection obligations, the Data Processing Officer will remain wholly accountable to the Data Processing Manager regarding said subcontractor's performance of its obligations.
  4. The existence of sufficient guarantees in accordance with item 3 in this Article may be demonstrated by a subcontractor implementing an approved code of professional practice as provided for under Article 40 of the RGPD, or a certification mechanism approved under Article 42 of the RGPD.

### 20.4.3 RIGHT OF DATA SUBJECTS TO BE PROVIDED WITH INFORMATION

The Party acting as Data Processing Manager shall inform data processing subjects at the time of collecting their Personal Information.

When receiving demands from data subjects to exercise their rights, the Data Processing Officer shall immediately email said demands to an address that must be notified to it before the Data Processing Manager begins the data processing operation. For Biocorp, this address is [gdpr@biocorp.fr](mailto:gdpr@biocorp.fr).

## 21 ARTICLE 21 - HEALTH, SAFETY AND THE ENVIRONMENT

The provisions of this Article describe Customer HSE requirements with regard to the Supplier's execution of the Services at the Customer's site. If in doubt over how to apply any given provision, the Supplier shall seek clarification from the Customer. The Customer's clarifications will prevail.

During its on-site execution of the Services, the Supplier shall conform to the applicable laws and the Customer's HSE rules and regulations. Throughout its execution of the Services, the Supplier will take every necessary measure to protect people, the Products, and the environment.

The Supplier shall, without being limited to:

- Apply to its personnel, who remain under its responsibility, the Customer's health and safety rules and regulations and, generally speaking, any applicable regulation applicable on the site of Service execution;
- When required by the Service, draft a written prevention plan jointly with the Customer that sets out the steps to be taken by each Party to prevent potential risks. Depending on the Service involved, the Customer will notify the Supplier whether it needs to establish a prevention plan;
- Make sure that both its own personnel and that of its Subcontractors have the professional skills and know-how corresponding to their specific tasks and work activities;
- Demonstrate that the Supplier's and Subcontractor's Personnel have taken the necessary HSE training with regard to the Services to be carried out on site;
- Cease, immediately and at its own cost, any situation or activity under its control, that is dangerous or harmful for the health of any individual or that poses a threat to the environment;
- Make sure that the HSE awareness of the Personnel at the Supplier and its Subcontractors is continuously maintained and refreshed;
- Make sure that its own Personnel and that of its Subcontractors involved in execution of the Services are medically fit;
- Notify the Customer of any incident or accident that occurs during execution of the Services, and provide and implement as soon as possible the related corrective action plans;
- Identify and assess all potential environmental impacts arising from its activities and implement the appropriate mitigation measures in order to minimise these impacts;
- Apply the Customer's current work permit scheme, including the related supplementary permits and certificates;
- Make sure that the Personnel involved in on-Site execution of the Services are always equipped with the appropriate Personal Protective Equipment (PPE);
- At its own costs and expense, keep the Customer's Site and surrounding areas clean and clear of any waste and rubble resulting from execution of the Services and, on completing the Services, leave the Site clean and ready for use.

The Customer is entitled to inspect the Sites and audit the work files to check whether the Supplier and its Subcontractors conform to the HSE requirements defined in this Contract. Should the Supplier or one of its

Subcontractors breach any one of the aforementioned requirements, the Customer is entitled to refuse the Supplier and/or its Subcontractors (where applicable) access to or continued presence on the Site.

All consequences arising from the Supplier's non-fulfilment of the aforementioned requirements, including all costs relating to implementation of the steps taken by the Customer in the event of shortcomings or negligence by the Supplier and the refusal of its access to or continued presence on the Site will be borne exclusively by the Supplier.

Should the Supplier fail to fulfill any one of the requirements stipulated in this Article, the Customer will be entitled to terminate the Contract under the provisions of the foregoing Article 18.2.

## 22 ARTICLE 22 – APPLICABLE LAW - SETTLEMENT OF DISPUTES

Any provision of the GTC that is proved null in respect of current law or a legal decision having become definitive shall be deemed unwritten but, nevertheless, shall not lead to the nullity of the Order nor alter the validity of the other provisions of the GPC.

The decision by the Client not to avail itself of any one of these provisions at any given time shall not constitute a waiver of its right to invoke said provision(s) at a later date.

The Order and, in particular, its methods of execution and their consequences, will be governed by French law.

Any dispute between the Parties relating to the existence, validity, interpretation, or execution of an Order, or of any one of its provisions, for which the Parties have failed to find an amicable solution, will be submitted by the most diligent Party to the Commercial Court in Clermont-Ferrand, which has sole jurisdiction, notwithstanding the introduction of third parties or of multiple defendants.

The provisions in the Order are drafted in French.

The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11<sup>th</sup> April 1980, does not apply to this Order.