

GENERAL TERMS AND CONDITIONS B2B PRALEUCINE B.V.

LAST MODIFIED ON JULY 1, 2020

These General Terms and Conditions are governed by Dutch Law. This document is translated from the original Dutch language version of the General Terms and Conditions into English for the convenience of non-Dutch speakers. In doing so, every care has been taken to provide an accurate translation. In case however of any inconsistencies between this English language version of the terms and conditions and the Dutch language version, the Dutch language version prevails.

PREFACE

Below you will find our General Terms and Conditions. We advise you to read these Terms and Conditions carefully, because they apply to every offer we make you, every agreement we enter into and every order you place with us or products that you purchase from us.

If you have compliments, questions, comments or complaints after reading these General Terms and Conditions or ordering our products, please do not hesitate to contact us. We like to stay in touch with our customers!

Praleucine B.V.

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Wageningen, the Netherlands

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Email: info@praleucine.com

Chamber of Commerce number: 76225895

VAT number: NL860552123B01

ARTICLE 1. DEFINITIONS

- 1.1. General Terms and Conditions:** the present General Terms and Conditions.
- 1.2. Praleucine:** the private limited liability company Praleucine B.V., incorporated in accordance with Dutch law, located in Wageningen and registered with the Dutch Chamber of Commerce under registration number 76225895.
- 1.3. Website:** the Praleucine website that can be visited and consulted via www.praleucine.com and any and all associated sub domains.
- 1.3. Customer:** any customer who enters into an Agreement (as defined under Article 1.4.) With Praleucine.
- 1.4. Agreement:** any oral or written arrangement, agreement and/or contract between Praleucine and the Customer of which the General Terms and Conditions form an integral part, including a (framework) agreement for the periodic delivery of Praleucine products to the Customer as well as agreements for individual orders and

deliveries. (also referred to separately as "Order") that may arise from (framework) agreements referred to above or can stand alone.

- 1.5. Party (ies):** Praleucine and the Customer, individually or jointly.
- 1.6. IP rights:** all intellectual property rights related to Praleucine and / or its products in the broadest sense of the word or other intellectual property rights that belong to Praleucine or to which Praleucine is otherwise entitled (whether or not through an acquired license), including - but not limited to - trade names, domain names, copyrights, brand (s), logos, designs, patents, drawings, photos, websites, domain names, social media accounts and all related rights as well as all related know-how .
- 1.7. Confidential Information:** information that Praleucine provides to the Customer that is not public, of which Praleucine either indicates that it is confidential or that the Customer reasonably understands or should understand to be confidential (for example, by the way in which the information has been shared with the Customer) and which information should be kept strictly secret.

ARTICLE 2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 2.1.** The General Terms and Conditions apply to all offers, agreements, contracts and deliveries of Praleucine, unless expressly agreed upon otherwise in writing.
- 2.2.** If the Customer includes and/or stipulates provisions or conditions in its order, confirmation or other notices that deviate from or do not appear in the General Terms and Conditions, these are only binding on Praleucine if and insofar as they have been expressly accepted in writing by Praleucine.
- 2.3.** In the event of any deviations or inconsistencies between the Agreement and the General Terms and Conditions, the Agreement prevails.

ARTICLE 3. OFFERS AND CONCLUSION OF THE AGREEMENT

- 3.1.** All offers and quotations from Praleucine are always without obligation. Praleucine is free to refuse the delivery of products without giving reasons and without any obligation to compensate any damage and/or losses to the Customer. An obligation for Praleucine to deliver a product arises only after Praleucine has confirmed a placed order, either explicitly in writing by way of an order confirmation or tacitly by delivery of the ordered products ordered to the Customer. Orders placed by a Customer are binding and can only be canceled with the written consent of Praleucine.
- 3.2.** If it appears that incorrect information was provided by the Customer when entering into the Agreement, Praleucine has the right to suspend the fulfillment of its obligations under the Agreement until the Customer has provided Praleucine with the correct information.
- 3.3.** It is possible that products are temporarily unavailable. If this is the case, Praleucine will communicate this to the Customer as soon as possible, stating the expected period within which the product will

be available again. A temporary impossibility to deliver the products does not affect the applicability of the Agreement and does not form any basis for the Customer to terminate (Dutch law: 'ontbinden') the Agreement or to claim compensation, a (contractual) penalty and/or fine or any other compensation for losses.

- 3.4. Photographs and information or samples of products included on the Website, in catalogs or other folder material, serve as in indication only, without the products having to comply to them. Differences in color scheme and design of packaging and labels of products and / or folder and / or instruction material enclosed with the products or other mutual differences that do not affect the essence of the products do not entitle the Customer to refuse the delivered product, to claim a new product or to claim compensation, a (contractual) penalty and/or fine or any other compensation for losses.

ARTICLE 4. EXECUTION OF THE AGREEMENT

- 4.1. The Customer is obliged to provide Praleucine in a timely and complete manner, both on its own initiative and at the request of Praleucine, with all information that it knows or could reasonably understand to be important for the performance of the Agreement.
- 4.2. If it appears that incorrect information was provided by the Customer when entering into the Agreement or at any other time, Praleucine has the right to suspend its obligations until it has received the correct information from the Customer.
- 4.3. Praleucine has the right to engage third parties in the performance of the Agreement insofar as it deems this necessary and to charge the costs thereof to the Customer. Third parties engaged by Praleucine may wish to limit their liability. Under the Agreement, Praleucine has the right to accept, on behalf of the Customer, any limitations of liability stipulated by these third parties and to invoke these also vis-à-vis the Customer.
- 4.4. Praleucine is not obliged to use third parties designated by the Customer in the performance of the Agreement. If Praleucine, at the request of the Customer, decides to use such a third party - for example by using a carrier prescribed by the Customer - this is always at the risk and expense of the Customer. The Customer indemnifies and holds harmless Praleucine from and against any liability, damage, and / or claims of third parties related to the work performed by this third party (ies) that is used upon request of the Customer.

ARTICLE 5. DURATION AND TERMINATION

- 5.1. The term of the Agreement is laid down in the Agreement itself. If no term of the Agreement has been included, the Agreement is deemed to apply for an indefinite period. The term of Orders (arising from the Agreement) is limited to the duration of the Order, meaning that the Order ends when the Order is delivered.
- 5.2. Early termination of a fixed-term Agreement is subject to Praleucine's prior written permission, which permission Praleucine may make subject to further conditions. Unless otherwise agreed upon, Praleucine may at any time choose to early terminate a fixed-term Agreement subject to two (2) months notice. Agreements for an indefinite period may be terminated by both parties subject to three

(3) months notice. Terminations of the Agreement under this article must always be made in writing. A Party that legally terminates the Agreement under this article is never liable to the other Party for early termination, unless provided otherwise in the Agreement

- 5.3. Praleucine is entitled to suspend or terminate (Dutch law: 'ontbinden') the Agreement at its own discretion and with immediate effect if:
- The Customer fails to fully and/or properly fulfill his obligations under the Agreement, after after he has received written notice of default, and which failure(s) have not been cured within a period of thirty (30) days;
 - The Customer becomes insolvent, or institutes (or there is instituted against him) proceedings in bankruptcy, insolvency, suspension of payment or any other alike proceedings have been instituted or is instituted against him, such as under the Dutch 'Debt Restructuring (Natural Persons) Act, the Customer has any of its material assets confiscated or expropriated and/or is been placed under guardianship in another way;
 - The activities of the Customer are terminated or liquidated.
- 5.4. If the Agreement is terminated and/or 'ontbonden' (in accordance with Dutch law), all claims of Praleucine on the Customer are immediately due and payable. In the event of a termination (Dutch law: 'ontbinding') of the Agreement, amounts already invoiced for the services rendered by Praleucine remain payable, without any obligation to cancel.
- 5.5. Obligations that by their nature are intended to survive the termination of the Agreement, remain fully applicable to the Customer and / or its legal successors even after termination of the Agreement. This applies in any case - but not exclusively - to the obligations under Articles 12 (intellectual property rights) and 13 (confidentiality) of these general terms and conditions

ARTICLE 6. PRICES

- 6.1. The Customer is obliged to pay Praleucine the price specified in the Agreement. All prices are in euros only and exclusive of VAT and other government levies. Furthermore, the prices are based on delivery Ex Works (EXW, INCOTERMS 2020). This means (but is not limited thereto) that transport of the products or - in case the transport is arranged by Praleucine - the costs of the transport, as well as all import, export, customs and / or similar costs are fully for the risk and expense of the Customer.
- 6.2. All product prices are subject to apparent miscalculations and / or typing errors. If an incorrect price has apparently been issued by Praleucine, Praleucine cannot be held to supply the products at that price, provided that Praleucine has informed the Customer thereof prior to the delivery of the products.
- 6.3. Once per calendar year, Praleucine is entitled to adjust its prices on the basis of the then published consumer price index (CPI), which increase may not exceed 5%. In addition, Praleucine is at all times entitled to adjust prices in the event of material cost-increasing circumstances. Any increase of the costs of products of more than 10% is always considered to be a material cost-increasing circumstance. Praleucine will inform the Customer at least 2 (two) months in ad-

- vance of price changes as referred to in this article. In the event of a price increase under this article, the Customer has the right to terminate the Agreement in writing as of the effective date of the new price, with due observance of a notice period of 1 (one) month.
- 6.4. Praleucine can inform itself within the legal frameworks whether the Customer can meet his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, on the basis of this investigation, Praleucine has good reasons not to enter into the Agreement, it is entitled to refuse an Agreement or Order or to attach special conditions to the execution, such as advance payment.

ARTICLE 7. DELIVERY

- 7.1. The products are delivered Ex Works (EXW, INCOTERMS 2020) at Praleucine's business address, Papenpad 21 in (6705 CN) Wageningen ("Delivery location") in the Netherlands. From the moment that Praleucine has notified the Customer that the products are ready at the Delivery Location, the risk of the products passes from Praleucine to the Customer.
- 7.2. If Praleucine provides for the transport of the products from the Delivery Location to the final destination of the Customer - regardless of whether the Parties have made prior written agreements or not - this will not affect the delivery of Ex Works. This means that upon notification that the products are ready at the Delivery Location the risk of the products passes to the Customer and the transport is at the risk and expense of the Customer. Any ambiguities or errors in an address provided by the Customer are also for the risk and account of the Customer.
- 7.3. Delivery times are and will always be indicative and no rights of any kind can be derived from them. Exceeding a communicated delivery term does not entitle the Customer to termination of the Agreement (in Dutch law: 'ontbinding'), compensation, a (contractual) penalty and/or fine or other compensation for losses.

ARTICLE 8. PAYMENT

- 8.1. All invoices are only issued electronically with a payment term of 14 days, unless otherwise agreed upon in writing between the Parties in the Agreement.
- 8.2. If the payment term in Article 8.1 (or a much longer or shorter term as agreed upon in writing) is exceeded, the Customer is in default by operation of law and therefore owes statutory interest, without any further notice of default being required. In addition to the amount owed and the interest payable thereon, the Customer is obliged to pay in full all (extra) judicial collection costs, including the costs for lawyers, bailiffs and collection agencies. In the event that not all extrajudicial costs qualify for compensation, the extrajudicial collection costs will in any case amount to 15% of the principal sum plus statutory interest and with a minimum of € 250.
- 8.3. The Customer is not permitted to suspend or set off payment obligations to Praleucine under the Agreement or set off against an alleged counterclaim made by the Customer.

ARTICLE 9. GUARANTEE

- 9.1. Praleucine guarantees that at the time of delivery the products comply with the Agreement, the specifications stated in the offer, and meet the reasonable requirements of reliability and / or usability as well as the legal provisions existing on the date of the conclusion of the Agreement and / or government regulations. Only if specifically agreed upon in writing, Praleucine also guarantees that the product is only suitable for other than normal use.
- 9.2. If the delivered product does not comply with the Agreement upon delivery, the Customer must notify Praleucine in writing and with stating reasons, no later than 3 working days after delivery, in which case the nature of the product and the complaint must be described and the order number and order date must be stated. In the absence of a notification as mentioned above, the Customer can no longer claim repair, replacement, etc., if the product has been delivered defectively.
- 9.3. If Praleucine deems the complaint to be justified, the relevant products will be repaired, replaced or (partially) reimbursed at Praleucine's own choice.

ARTICLE 10. RETENTION OF TITLE

- 10.1. All delivered products remain the property of Praleucine until all claims Praleucine has on the Customer (including any related (collection) costs and interest) have been paid in full.
- 10.2. Before the transfer of ownership referred to in article 10.1., the Customer is not authorized to sell, deliver or otherwise dispose of these products other than in the course of its normal business and the normal destination of the products. In addition, the Customer is not permitted to pledge these products or grant any other right to third parties as long as the ownership of these products has not been transferred to the Customer.
- 10.3. The Customer is obliged to store the products delivered under retention of title carefully and as recognizable property of Praleucine.
- 10.4. Praleucine is entitled to take back the products that have been delivered under retention of title and are still present with the buyer if the Customer does not ensure timely payment of the invoices or is or threatens to have payment difficulties.
- 10.5. The Customer will at all times grant Praleucine free access to its products for inspection and / or for exercising the rights of Praleucine.

ARTICLE 11. LIABILITY

- 11.1. The total liability of Praleucine towards the Customer due to an attributable shortcoming in the fulfillment of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for the relevant Agreement (including VAT). In case the Agreement concerns a (framework) agreement for periodic deliveries, the total liability is limited to the stipulated price (including VAT) of the specific Order to which the alleged attributable shortcoming relates.
- 11.2. Praleucine's liability to the Customer for indirect damage, consequential damage, company (image) damage, damage due to lost

- turnover or profit, damage due to missed savings, damage due to business interruption, damage due to loss or destruction of data or computer systems, damage resulting from Incorrect and / or incomplete information provided by the Customer, as well as damage related to the exceeding of terms due to changed circumstances, is excluded.
- 11.3. When using the product, the Customer must strictly adhere to the advice, regulations and instructions provided by Praleucine together with the product and which can also be read on the Website. The Customer is also obliged to inform potential third parties to whom it provides the products of these advice, regulations and instructions. The burden of proof thereof lies with the Customer. All liability of Praleucine for damages and losses of any kind due to full or partial non-compliance, full or incorrect compliance with the aforementioned advice, regulations and instructions is excluded.
- 11.4. Apart from the cases referred to in this article 11, Praleucine is not liable to the Customer for damages, regardless of the ground on which an action for damages would be based. However, the limitations of liability mentioned in this article will lapse if and insofar as damage is the result of willful misconduct or gross negligence on the part of Praleucine.
- 11.5. Any liability of Praleucine towards the Customer due to an attributable breach only arises only after the Customer has given Praleucine immediate and proper notice of breach, in which notice the Customer also sets Praleucine a reasonable period for compliance and Praleucine also after that period fails to cure its breach and to fulfill its obligations. The notice of default must contain the most detailed description of the alleged breach, so that Praleucine is able to respond adequately.
- 11.6. Any right to compensation, of whatever kind, can only arise provided that the Customer reports the damage to Praleucine in writing as soon as possible, but no later than 30 days after it arises, without prejudice to the provisions of Article 9.2.
- 11.7. In case of force majeure, Praleucine has the right, at its option, to either suspend its obligations or to terminate (in Dutch law: 'ontbinden') the Agreement and/or the Order. Under no circumstances is Praleucine obliged to compensate for any damage and / or losses suffered by the Customer as a result. Force majeure includes in any case - but not exclusively - disruptions or breakdowns of the internet, the telecommunications infrastructure, power failures, internal disturbances, mobilization, war, traffic disruption, strike, exclusion, business disturbances, supply stagnation, fire, flooding, import and export barriers, a pandemic, including in any case also the COVID-19 virus and in the event that Praleucine's suppliers regardless of the reason(s) thereof are unable to deliver and as a result of which Praleucine can not reasonably be required to perform and/or observe the Agreement

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All IP rights are and remain with Praleucine at all times. The Customer must always fully respect these IP rights. The Customer is prohibited from copying, publicizing and / or exploiting information

and / or products that are subject to IP rights without the prior written permission of Praleucine. Nothing in an Agreement and / or an Order can be seen or read as a transfer of IP rights of any kind to the Customer or third parties.

- 12.2. In case of a violation of article 12.1. or additional obligations regarding IP rights that are vested in the Customer under an Agreement and / or an Order, the Customer owes Praleucine an immediately due and unenforceable fine of € 25,000.00 per infringing act. Increase by € 5,000.00 for each day that the infringement continues with a maximum of € 200,000.00. This is without prejudice to Praleucine's right to claim damages for the infringement or to take other legal action to terminate the infringement.
- 12.3. Praleucine does not guarantee that the delivered products will not infringe any intellectual property rights of third parties and will refrain from any liability related thereto. The Customer indemnifies Praleucine against all claims and damage related to an infringement of intellectual property rights of third parties.

ARTICLE 13. CONFIDENTIALITY

- 13.1. The Customer is obliged to observe strict confidentiality with regard to information regarding Praleucine, (stipulations in) the Agreement and / or other Confidential Information and not to use the information mentioned above for any purpose other than the performance of the Agreement or the use of the products supplied by Praleucine. The Customer is not permitted to disclose, reproduce, exploit or otherwise use Confidential Information without the prior written permission of Praleucine.
- 13.2. The Customer is obliged to impose the obligation under Article 13.1. on all its employees, distributors, agents and / or other third parties who are involved by the Customer in the execution of the Agreement.
- 13.3. Upon termination of the Agreement in any manner whatsoever, the Customer is obliged to either return or destroy the Confidential Information at Praleucine's first request.
- 13.4. In the event of a violation of the provisions of Article 13, or additional obligations regarding Confidential Information that are imposed on the Customer under an Agreement and / or an Order, the Customer is an immediately due and payable fine that cannot be subject to judicial mitigation. Increase € 25,000.00 per infringing act payable to Praleucine by € 5,000.00 for each day that the infringement continues for a maximum of € 200,000.00. This is without prejudice to Praleucine's right to claim damages for the infringement or to take other legal action to terminate the infringement.

ARTICLE 14. PERSONAL DATA

Praleucine processes all personal data of the Customer in accordance with its privacy statement. This can be found [here](#).

ARTICLE 15. APPLICABLE LAW AND COMPETENT COURT

- 15.1. Dutch law applies to this Agreement.
- 15.2. Insofar as not dictated otherwise by mandatory rules, all disputes that may arise as a result of this Agreement will be submitted to

the competent Dutch court in the district in which Praleucine is located. That is currently the competent judge of the district of the Central Netherlands.

16. OTHER PROVISIONS

- 16.1. If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties shall in good faith amend and, if necessary, novate the contested provisions to reflect as nearly as possible the spirit and intention behind that original provision.
- 16.2. Information and announcements, including price indications, on the Website are subject to programming and typing errors.
- 16.3. In these terms and conditions, "written" also includes e-mail if the identity of the sender and the integrity of the content are sufficiently established. Parties will endeavor to confirm receipt and content of communication by e-mail.
- 16.4. Each party may only transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other party. Notwithstanding this, Praleucine is always entitled to transfer its rights and obligations under the Agreement to a parent, subsidiary or sister company.
- 16.5. For the sake of readability, the Customer is always referred to as "he" in these general terms and conditions. Where "he" is also "she" can be read.