

GENERAL TERMS OF SALE

1. SCOPE

1.1 The present general terms of sale (« **GTS** ») applies to the sale of any system, equipment, product, spare part, replacement part, component, software and any service (« **Products** ») offered or provided by SFE Process (« **SFE Process** ») to any buyer (« **Buyer** »), and more broadly to the relation between SFE Process and the Buyer, notwithstanding any clause to the contrary included in the general terms of sale of the Buyer. The Buyer is deemed to have read, understood and consented to these GTS in the absence of any written objection preceding the Delivery of the Products.

1.2 The general terms stated in any document of the Buyer are not binding on SFE Process, even though SFE Process does not reject them. These GTS, as well as SFE Process's specific terms mentioned in all SFE Process's confirmation of order (« **Confirmation of Order** ») and only these documents, as attached to this Confirmation of Order by reference, constitute the entire agreement between the Buyer and SFE Process and replace, in their entirety, all the other contradictory terms proposed verbally or in writing by the Buyer.

1.3 Nonetheless, provisions and specific conditions expressly agreed upon in writing between the Buyer and SFE Process and which could be contrary to the GTS shall prevail over the provisions of the corresponding GTS.

1.4 Unless written agreement to the contrary, SFE Process' documents, catalogues, price lists and quotes are only sent for information purposes and may not be considered as binding. SFE Process' offers will not be binding on SFE Process until a Confirmation of Order has been issued by SFE Process.

1.5 No addition nor any modification of the present GTS by the Buyer will be binding on SFE Process, unless express written agreement of SFE Process. Any modification regarding the scope of the order accepted in writing by SFE Process shall lead to a modification of prices and deadlines.

1.6 The signing by the Buyer of the Confirmation of Order or, failure by the Buyer to reject it within seven (7) days of its receipt, shall be deemed as acceptance by the Buyer of the contractual conditions defined in the present GTS and the Confirmation of Order.

1.7 Should some of the terms of these GTS be declared invalid or illegal, in whole or in part, or cannot be applied for any reason whatsoever, the other terms of these GTS will not be affected. The fact that SFE Process does not enforce its rights does not constitute a waiver of these right on the part of SFE Process.

2. PRICE – TERMS OF PAYMENT

2.1 All the prices are quoted net and in cash. The Buyer shall pay the transport, insurance, dispatch, customs, storage, processing, demurrage and other taxes and fees. Any increase regarding these fees that might occur after the date of the Confirmation of Order shall be payable in full by the Buyer.

2.2 Invoices shall be paid at the net price and in cash, without any discount, on receipt of the 1st deposit invoice and within 30 days of the following corresponding invoices. Should the Buyer be bankrupt or under insolvency proceedings, SFE Process will not be bound by the above-mentioned term of payment and the payment will be made in cash either before dispatching the Products, or before their manufacturing.

2.3 If the Buyer does not pay before the due date, he shall be forced to pay, *ipso jure* and without prior notification, a fixed indemnification for collection charges of 40 € and interests at the EURIBOR rate + three (3) % from the payment due date, without prejudice to any other right of SFE Process. In case of late payment or late execution of any obligation whatsoever by the Buyer, SFE Process may terminate the contract or suspend the execution of the part of the contract not yet carried out by him without needing the approval of the Buyer. All the amounts due by the Buyer, even those that are not yet due, will then have to be also paid immediately without notification from SFE Process.

2.4 SFE Process may compensate the debts of the Buyer and/or use the payments for the settlement of invoices that have been outstanding for more than thirty (30) days, in addition to the interests on payment arrears and accrued charges, in the following order: fees, interests, invoiced amount.

2.5 The Buyer may not suspend payments or offset payments, even in case of dispute with SFE Process. In case of late payment, the Buyer may not take any action that could affect the Products.

2.6 SFE Process works with a list of qualified suppliers in order to ensure its supplies. Should the Buyer wish that SFE Process choose and include another supplier in its list of qualified suppliers, SFE Process will then invoice the Buyer a lump sum of 1000 € per day of auditing of the supplier, including the audit report and will reschedule the delivery lead time after the audit.

2.7 The costs of the destruction of any Product whatsoever or of unused materials are not included in the prices of SFE Process. These costs will therefore be invoiced by SFE Process to the Buyer in addition to the agreed upon price.

2.8 The purchase prices of the materials have been determined on the basis of specifications, quality standards and origin described by the Buyer. In the absence of such description by the Buyer, SFE Process will choose its suppliers according to their cost and their quality requirements. Should the Buyer want other quality standards or in case of necessary adjustments during the implementation, the prices of SFE Process may be adjusted to take into account the purchase price of these materials.

3. TRANSFER OF RISKS AND DELIVERY

3.1 Unless written agreement to the contrary, the transfer of risks for the Products shall be done at the SFE Process plant, just before loading (« **Delivery** »). In case of reference to Incoterms, the risk will be transferred to the Buyer in accordance with the Incoterm in force (according to the most recent version of the ICC). Should the Buyer not take delivery of the Products, SFE Process may store them at the Buyer and expense of the Buyer and, following a notification regarding their availability, invoice them as if they had been delivered.

3.2 SFE Process will store the Products to be delivered to the Buyer for a period of 10 days from the expected delivery date. Any storage exceeding this period will be invoiced separately by SFE Process to the Buyer. Moreover, any storage of materials related to a modification of the Delivery date that was initially agreed upon, to a deferment or cancellation of the production by the Buyer will be invoiced separately by SFE Process to the Buyer.

3.3 Unless provision to the contrary, Products are sold on an ex SFE Process factory basis in accordance with the corresponding EXW Incoterm (latest version of the International Chamber of Commerce). The Buyer will provide SFE Process, well in advance to enable SFE Process to issue the necessary release purchase orders, all the necessary information, especially: (a) the labelling and dispatching instructions, (b) the import certificates, (c) the necessary documents to obtain the necessary export permits and any other document before dispatch and (d) the confirmation of the Buyer that a letter of credit has been opened (if necessary). Should these instructions, documents or confirmations not be received or should they involve unreasonable expenses or delays for SFE Process, SFE Process may, in its sole discretion and without prejudice to any other claim, delay the dispatch date.

3.4 Unless agreement to the contrary agreed between the parties, the Delivery schedules of SFE Process are not considered as imperative, and the delays in Delivery will not entitle the Buyer to claim compensation or penalties. Delays in Delivery will only allow the Buyer to cancel the purchase order in question regarding the Products that are not being currently manufactured and only after SFE Process has been granted a reasonable additional period to remedy the delay, and only after the Buyer has sent SFE Process a formal written notice. Without prejudice to the limits of liability described in article 6 below, the imperative terms of Delivery will only allow the Buyer to claim compensation if SFE Process has been fully informed in writing, during the conclusion of the contract, about the possible losses and damages resulting from a late Delivery and the specific assessment of the various constituent elements.

4. INSPECTION OF PRODUCTS

4.1 The Buyer will carry out a full inspection of the Products at the time of their delivery in order to check their packaging, their weights, their compliance and their quantity. Any visible damage to the packaging of the Products or to the Products during their Delivery, any non-compliance or difference in terms of the quantity will be noted and quickly communicated by email to SFE Process. Products will be deemed to have been automatically approved upon Delivery to the Buyer if the Buyer does not comment in writing on that within seven (7) days after the Delivery and in any case before the Products enter a next phase of their processing. No claim will be accepted by SFE Process with regard to a defect, a deficiency, a non-compliance, a failure regarding the quantity and/or the fact that the Products do not correspond to the specific terms of the order when a reasonable inspection could have unveiled these problems but failed to be carried out or was not carried correctly. Moreover, no claim will be accepted by SFE Process 12 months after the Delivery of the Products. In case of claim on the part of the Buyer, the Buyer shall allow SFE Process or its authorized representative to carry out an inspection of the Products.



4.2 Once per calendar year, the Buyer may, during normal office hours and subject to a reasonable prior notification of at least 20 working days, carry out a compliance inspection and an audit of SFE Process by two employees or representatives to ensure that SFE Process complies with its obligations. This inspection and this audit must not unreasonably disturb the activities of SFE Process. However, the Buyer may NOT carry out an audit of the financial statements and accounting records of SFE Process.

5. WARRANTIES

5.1 SFE Process only guarantees the conformity of the Products with the specifications described in the Confirmation of Order. SFE Process will not give any other guarantee, whether express or implicit, with regard to the commercialization, the suitability for the use or any future use or otherwise. The warranty of SFE Process is limited to a period of one year from the Delivery.

5.2 The Buyer shall communicate to SFE Process all the necessary information to ensure the adequate implementation of the specifications included in the Confirmation of Order and the adequate transformation and/or the final use of the Products. The Buyer acknowledges that the compliance obligation of SFE Process is entirely fulfilled if these specifications are complied with at the time of Delivery.

5.3 Any technical advice provided by SFE Process before and/or during the use of the Products, whether verbally, in writing or during trials, is given in good faith but without any guarantee on the part of SFE Process. SFE Process' advices do not release the Buyer from his duty to test the Products provided by SFE Process with regard to their appropriate characteristics for the considered processing and use. The use and processing of the Products will occur at the Buyer's sole risk.

6. LIABILITY AND LIMITATIONS OF LIABILITY

6.1 The Products are exclusively intended for a professional use and SFE Process will not accept any liability for damages caused by the Products to goods or products used by the Buyer and/or his own clients. As to the research and/or development services carried out by SFE Process, SFE Process only guarantees the fact that work will be carried out in a professional manner and that SFE Process will make the necessary commercial efforts to perform the work in accordance with the agreed terms, including the indicative schedule, with the required professional skills and care; however, given that these services relate to developments, due to their unpredictable nature, no guarantee may be granted by SFE Process with regard to their success or the fact that they will be performed within agreed deadlines, despite the good faith of SFE Process and the commercial efforts undertaken in this regard.

6.2 The Buyer may not invoke SFE Process' liability for the compensation of direct and/or indirect damages caused by the transport, storage or use of the Products, whether used or not in combination with other substances, contrary to the specifications or to the intended use of the Products. In this context, the Buyer waives any against SFE Process and/or SFE Process' insurers and must obtain such a waiver of recourse from his own insurers.

6.3 The Buyer declares that he will perform all the required tests and all the tests that he deems appropriate and that he will make all the decisions regarding the use of the Products. If in doubt, it is recommended that the Buyer asks for SFE Process' advice. However, SFE Process' advices only reflect the experience of SFE Process and are only provided for information purposes. In this way, they may not implicate any liability whatsoever of SFE Process.

6.4 The Buyer shall compensate, defend and hold harmless SFE Process and its administrators, directors, employees, successors or beneficiaries against the obligations, costs, damages, claims, attorney fees and liabilities of any nature whatsoever stemming from or emanating from a breach of this agreement by the Buyer and/or from any representation or guarantee made by the Buyer, including without limitation, any question raised by any participant to a clinical trial of the final products of the Buyer.

6.5 Hidden defects must be notified in writing to SFE Process upon their discovery and, in any event, within six months after the Delivery, the Buyer having the obligation to inspect the Products scrupulously and in details during that period.

6.6 If SFE Process acknowledges that the Products are defective, SFE Process will be forced, in its sole discretion, either to (i) repair, replace or reimburse the Products or, (ii) if the price has not been paid yet by the Buyer, to reduce it or cancel the contract or, (iii) if the price has already been paid by the Buyer, to reimburse that amount to the Buyer. The Buyer may not defer the payment of any invoice due on account of a supposed or proven non-compliance of the Products. In any event, the Buyer shall fulfill his obligations to reduce potential or existing damages.

6.7 SFE Process may never be held responsible for any loss of production, loss of profits or income and/or any other damage or direct, indirect or specific loss directly or indirectly suffered by the Buyer or by any other person. In this context, the Buyer waives any right of action against SFE Process and/or SFE Process' insurers and must also obtain such a waiver of recourse on the part of his own insurers.

7. REGISTERED LIEN

7.1 The delivered Products shall remain the property of SFE Process until the Buyer has fulfilled all his payment obligations as described below.

Therefore:

a) Should the products be processed or associated by the Buyer with other products belonging to him, SFE Process shall remain the sole owner of the new products.
b) Should the Products be processed or associated by the Buyer with other products belonging to other suppliers, SFE Process shall have a right of co-ownership with the other suppliers over the total value of the products. In this case, SFE Process' ownership will be calculated on the basis of the ratio of the invoiced value of the Products compared to the invoiced value of all the products that were used to manufacture the new products.

7.2 Providing that the Buyer is not in arrears, and providing that he keeps his ownership rights, the Buyer may only resell the Products within the framework of the normal execution of his activities.

7.3 The debts of the Buyer stemming from the resale of the Products are exclusively transferred to SFE Process. The Buyer may bank the debts from the resale, unless SFE Process cancels the exercise of that right in the event of a doubt regarding the solvency of the Buyer and/or his financial credibility, or if the Buyer is in arrears. Should SFE Process cancel the exercise of that right, the Buyer will be bound (i) to inform his clients of the transfer to SFE Process, (ii) to immediately inform his clients of the ownership by SFE of the Products and (iii) provide SFE Process with all the necessary information and documents to establish and confirm the rights of SFE Process regarding third parties. The Buyer will inform SFE Process without delay about any action or any interest taken by third parties and that could be detrimental to the Products.

7.4 The Buyer shall have sole responsibility and shall bear all the risks and costs linked to the transfer of the Products' control, including the unloading, the proper handling and adequate storage of the Products since the Delivery and/or of the new products as described in point 7.1 above. Moreover, the Buyer (i) shall take out a « fully comprehensive » civil liability insurance at his own expense which includes a cover in case of deterioration and/or theft of all or part of the Products and/or of the new ones and (ii) shall provide SFE Process, at its request, with a certificate confirming the insurance cover and the payment of the related insurance premium.

8. CONFIDENTIALITY

8.1 All the written or verbal information disclosed or made available by SFE Process to the Buyer, in particular the one regarding the concepts, ideas, strategies, processes, specifications, documents, plans, drawings, calculations and any sample, specimen, including technical knowledge, intellectual property and all commercial, technical and legal information of SFE Process (« Information ») will be treated in a strictly confidential manner by the Buyer and will not be disclosed to any third party without the prior written agreement of SFE Process. In particular, the concepts, drawings, plans and information of SFE Process will not be communicated to third parties or used by the Buyer for other projects or equipment. That information will be exclusively used by the Buyer within the framework of the completion of the order in question and for no other project.

8.2 This confidentiality obligation of the Buyer shall remain in force for the duration of execution of the order in question and for at least ten (10) years after the date of disclosure to the Buyer.

8.3 The Buyer undertakes to comply in their entirety with all the information and intellectual property rights of SFE Process and declares that he is fully aware of it.

9. INTELLECTUAL PROPERTY

9.1 Unless otherwise agreed, SFE Process shall keep all the intellectual property rights on the information used, and more specifically on those related to the Products, the supply of services or the carrying out of studies, research and development work and the technical assistance provided to the Buyer.

9.2 Property rights and copyrights on concepts, samples, registered trademarks, logos and other documents and information provided and disclosed to the Buyer by SFE Process will also



remain the unique property of SFE Process. The Buyer may not put on them his trade name or registered trademark. That protected information may never be disclosed by the Buyer to third parties without the prior written agreement of SFE Process.

9.3 Unless otherwise agreed, in those cases where Products are processed, transformed, mixed or combined in accordance with processes, plans, drawings and/or instructions of the Buyer and in those cases where the rights of third parties (in particular the rights stemming from patents or other property rights) were infringed by this processing, this transformation or this handling of the Products, the Buyer shall indemnify and hold harmless SFE Process against all claims from these third parties.

10. FORCE MAJEURE

10.1 The party affected by a force majeure event shall immediately inform in writing the other party of this event and provide all the useful information and evidence in this respect, and more specifically the one related to the period during which his activities were delayed.

10.2 The following events are in particular (but not exclusively) considered as force majeure events: accident, flood, storm, fire, transport delay, equipment breakdown, amended laws or regulations, order or act from a governmental agency or body, social conflict or strike, war, any cause or event beyond the reasonable control of the party in question or hindering his activities because of the occurrence of an event that could not reasonably be forecasted.

10.3 In case of a force majeure event affecting SFE Process, SFE Process shall not be liable for the potential non-execution of his contractual obligations. Moreover, SFE Process shall benefit from a reasonable extension to fulfill its obligations.

10.4 The Buyer shall not be liable for the potential non-execution of his contractual obligations in case of a force majeure event. The Products that the Buyer cannot receive because of a force majeure event will be stored by SFE Process. However, if the force majeure event that prevents the Buyer from receiving the Products exceeds thirty (30) days, SFE Process may, after notification of their availability, invoice the Products as if they had been delivered. In any event, in case of a force majeure event affecting the Buyer, payments of invoices must be made within sixty (60) days after the date indicated on the invoice in question.

10.5 All force majeure events that prevent the use of the Products or reduce the needs for Products of the Buyer will not allow the Buyer to suspend or to delay the payment of Products or to cancel all or part of the order(s) in question.

11. UNFORESEEN EVENTS

SFE Process may cancel a contract or an order with immediate effect in case of significant changes that considerably affect the commercial relation between the parties and eliminate any economic or financial interest of the contract or order.

CHANGES IN LEGISLATION OR RULES IN FORCE

12.1 The Buyer is aware that the supply and/or production of Products by SFE Process may be subject to changes in laws and regulations that could result in additional costs for SFE Process. All these costs will be charged to the Buyer after prior notification from SFE Process informing the Buyer of the change in regulation and the additional costs resulting from it.

12.2 If, on account of the new laws and/or new regulations, SFE Process cannot honour an order or a contract, SFE Process and the Buyer will try in good faith to seek a solution that is acceptable to both parties. If no agreement has been sought between the parties within two (2) months after the start of their discussions, SFE Process may terminate the order and/or the contract with immediate effect upon notification to the Buyer. SFE Process shall not be liable for the consequences of this termination.

13. TERMINATION

13.1 If the Buyer does not comply with one of the terms of the contract or a Confirmation or Order or its GTS, SFE Process may, upon written notification sent to the Buyer and without prejudice to any other recourse, terminate, as it sees fit, the contract in question or all or part of the order without any other liability or obligation. SFE Process may claim from the Buyer all the costs incurred by SFE Process in this context as well as a compensation for the losses and damages suffered by on account of a non-execution or a delayed execution on the part of the Buyer. SFE Process will also be free from any existing competition and/or confidentiality clause regarding the Buyer.

13.2 SFE Process may terminate a contract or an order with immediate effect and without any other obligation or liability if SFE Process has good reasons to think that the Buyer may not fulfill all his obligations in a normal manner.

14. APPLICABLE LAW – JURISDICTION

14.1 The present GTS and any contract or order will be exclusively governed and interpreted by French law. The United Nations Convention on international sales contracts of goods of 1980 shall not apply.

14.2 All the disputes related to an order or a contract shall fall under the exclusive jurisdiction of the commercial court of Nancy, France. However, SFE Process reserves the right to refer any dispute involving the Buyer to the courts of the jurisdiction of incorporation of the Buyer.

15. LANGUAGE

Unless otherwise agreed, should the Buyer need to translate technical documents from English, such as operating guides, instructions, standard procedures of use and protocols, the translation costs will not be included in SFE Process' price and will therefore be paid by the Buyer. Any documentation and documents provided to regulatory authorities regarding the Buyer's Products will be the sole responsibility of the Buyer.

16. ASSIGNMENT - TRANSFER

The Buyer shall not transfer or assign a contract, order or right stemming from them or debt due by SFE Process to a third party without the prior written agreement of SFE Process.

17. CONTACT DETAILS

The contact details of SFE Process are: SFE Process SAS, 1A 1B rue Georges BIZET – 54500 Vandoeuvre les Nancy, France – Tel: + 33 (0)6 13 90 17 54.