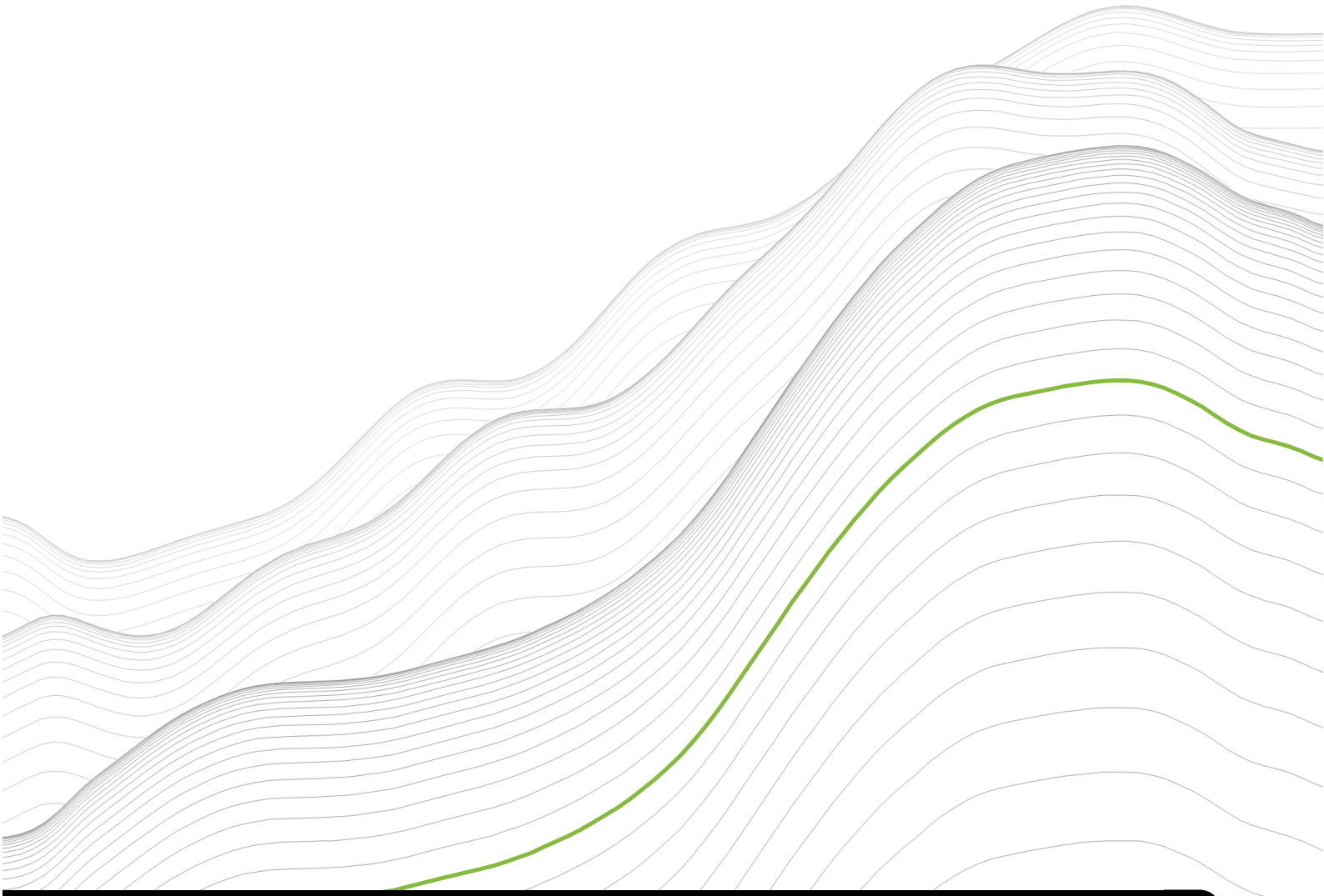
Supplier Terms and Conditions



1 June 2022

Version: 1.0

ORTEC FINANCE

Supplier Terms and Conditions

Definitions

'Agreement'	A written agreement entered into between Supplier and Ortec including any schedules, purchase orders and these Supplier Terms.
'Data Protection Laws'	All laws, regulations and rules by any government, agency or authority, that are applicable, with respect to the processing of Personal Data, including but not limited to the EU General Data Protection Regulation (EU) 2016/679, any applicable EU member state laws, and any successor laws or regulations.
'Deliverables'	The products, goods or services that Supplier provides to Ortec as described in the Agreement
'Exhibit A'	The attachment to these supplier terms which form an integral part of the terms.
'Ortec'	Ortec Finance B.V. and each affiliated Ortec Finance holding company.
'Supplier Code'	The supplier code of conduct attached hereto as Exhibit A.
'Supplier Terms'	These supplier terms and conditions including any Exhibits.
'Supplier'	The supplier of the Deliverables.

1. Applicability

1.1. These Supplier Terms apply to all requests, proposals and offers and form an integral part of all agreements that Ortec concludes with the Supplier.

1.2. Derogations from the Supplier Terms must be expressly agreed upon between parties in writing and only apply to the agreement concerned.

1.3. General terms of Supplier, regardless of the name given to them, are expressly rejected by Ortec and shall only have binding effect if and to the extent that parties declared in writing to expressly agree with the same.

1.4. An Agreement between Supplier and Ortec shall be concluded on written acceptance by Ortec of Supplier's offer.

2. Delivery, risk and transfer of ownership

2.1. Supplier shall make each delivery punctually at the agreed time and in conformance with the manner agreed upon in the Agreement and in conformance with the latest version of the Incoterms DDP as issued by the International Chamber of Commerce in Paris. In case of conflict between the Incoterms and these Supplier Terms, the Supplier Terms will prevail.

2.2. Unless otherwise agreed, partial deliveries are not allowed. All agreed delivery dates and terms shall be construed as strict deadlines and Supplier shall automatically be in default by law without further notice of default.

2.3. Each delivery shall be complete and accompanied by, if applicable, a properly itemized packing note and all related documentation such as quality certificates, guarantee certificates, maintenance books, instruction books, drawings and manuals.

2.4. Supplier shall inform Ortec in writing as soon as Supplier knows, or by reasonable standards may be expected to know, that a delay will occur in the delivery of the Deliverables. Supplier shall detail the reasons for the delay, will describe the measures taken and to be taken by Supplier to avoid the delay and give a new delivery date.

2.5. The risk of loss of or damage to goods will be transferred to Ortec at the moment of delivery and after Ortec has signed the relevant transport documents confirming delivery.

2.6. If a ready-for-service installation has been agreed with respect to the goods ordered by Ortec, the risk concerning the goods will be transferred at ready-for-service delivery or, if such was agreed, after both parties have signed the notice of acceptance. If Ortec does not accept the goods, the risk will be transferred back to Supplier within three days after the date of notice of sending the goods by Ortec to Supplier where the message is stating that the goods are ready for collection.

2.7. Ownership of the goods delivered by Supplier will transferred from Supplier to Ortec at the time of delivery to or payment by Ortec, whichever moment occurs earlier.

3. Approval and acceptance

3.1. To determine whether the Deliverables meet the requirements under the Agreement, Ortec shall be afforded an opportunity for fourteen (14) working days after delivery (or such other period as parties may have agreed in writing) to perform or commission inspections, checks and tests in respect of the Deliverables. Ortec shall have the right to reject the Deliverables by means of a written notification to Supplier if, during the aforementioned period, Ortec establishes that the Deliverables fail in any way to meet the requirements under the Agreement.

3.2. In the absence of such written notification, the Deliverables shall be deemed to be accepted on expiry of the mentioned period of fourteen (14) working days.

3.3. Acceptance does not prejudice the other rights of Ortec under these Supplier Terms and in particular its rights under article 6 ('Warranty').

3.4. If Deliverables are rejected in the way referred to above, Ortec shall have the right, at its sole discretion, to dissolve the Agreement or permit Supplier to replace, repair or modify the Deliverable in a way that it meets the requirements as stated in the Agreement. Such permission does not prejudice the rights of Ortec to claim compensation and penalties.

4. Payment

4.1. Prices stated in the Ortec Agreement are fixed prices excluding VAT and payable in the euros unless otherwise agreed upon in writing. All costs associated with Supplier's performance of an Agreement are deemed to be included in the price.

4.2. Invoices shall comply with statutory invoice requirements and shall detail the order number, company name and address of Ortec.

4.3. Payment will be made within thirty (30) working days of receipt of the invoice, or, if receipt and acceptance of the goods occur later, within thirty (30) working days after receipt and acceptance of the goods.

4.4. Payment by Ortec never implies a waiver of rights and does not release the Supplier from any warranty, obligation, or liability on account of an Agreement.

4.5. If Ortec disputes an invoice of the Supplier then Supplier must substantiate the relevant invoice in a further and proper manner, until which Ortec is not held to pay the disputed invoice.

4.6. Ortec is allowed to offset any amounts owed to Supplier against with claims which Ortec has with respect to Supplier.

5. Ownership

5.1. All sketches, drawings, models, designs, specifications, data, documents, and other company information ('**Documentation**') provided by Ortec to Supplier for the formation and purpose of the Agreement will be used by Supplier only for the purpose for which Documentation is provided by Ortec and shall remain the property of Ortec.

5.2. Supplier shall return to Ortec or destroy all Documentation at Ortec's first request and without any further additional costs.

6. Warranty

6.1. Supplier guarantees that the Deliverables are free of all encumbrances and restrictions and limitations ensuing from patents, explicitly including but not confined to copyrights and other intellectual property rights, and that the object, composition and quality of the delivered Deliverables in every respect meet the applicable requirements of the laws and other government regulations as may be applicable at the time of delivery.

6.2. Supplier further guarantees that the delivered Deliverables meet the prescribed specifications and the promised properties, and that the Deliverables are appropriate for the purpose intended by Ortec.

6.3. Supplier guarantees that the Deliverables are free of any design, material and/or manufacturing errors for a period of twelve (12) months after acceptance by Ortec of the Deliverables (or, if longer, the guarantee period of Supplier, or such different period as may have been agreed in writing by Supplier and Ortec). If Ortec informs Supplier that the goods fail to meet the foregoing requirements, Supplier must repair the Deliverables immediately or, at the discretion of Ortec, replace the Deliverables without charging any costs.

6.4. Deliverables replaced or repaired under the terms of this warranty are guaranteed for a new period that commences from the moment of delivery of the replacement of the Deliverables.

6.5. Any goods returned to Supplier are at Supplier's risk and expense. These provisions do not prejudice the rights of Ortec under article 8 ('Termination').

7. Liability and indemnification

7.1. Supplier shall be liable for and indemnify Ortec against all claims by third parties regarding any damage that Ortec and/or third parties incur directly or indirectly (explicitly including but not confined to loss of sales and/or profits, business damage and other consequential damage) resulting from a defect in the Deliverables that fails to provide the safety that may be expected of it, or resulting from any imputable shortcoming by Supplier in the performance of any obligation under the Agreement, or from any act or omission by Supplier, his personnel or persons used in the performance of the Agreement.

7.2. Supplier shall indemnify Ortec against claims arising from infringement or alleged infringement of Deliverables of the intellectual property rights or other rights of third parties and shall reimburse Ortec for all damage caused by such infringement.

7.3. Without prejudice to the foregoing, Supplier shall, if the Deliverables infringe third-party rights, make every effort to ensure, at no cost to Ortec, the further uninterrupted usability of the Deliverables. If this is not impossible, Supplier shall, at his own expense, acquire for Ortec replacement Deliverables that in all respect are equivalent to the infringing Deliverables.

7.4. Supplier shall take out sufficient insurance to cover the liability for damage within the meaning of this article and shall allow Ortec at its first request to inspect a copy of the policy or policies concerned and show proof of payment of the premiums.

8. Termination

8.1. Without any notice of default or seeking recourse to the court, parties are entitled to terminate the agreement, in full or in part, with immediate effect, by written notification to the other party, if:

8.1.1. The other party has committed a breach of the Agreement

8.1.1.1. Which is remediable and the other party has failed to remedy the breach in a reasonable period of time, or

8.1.1.2. Which cannot be remedied.

8.1.2. The other party has been declared bankrupt, is the subject of a petition for bankruptcy, has been granted or petitioned for a suspension of payments, his company is liquidated or his property seized, or if all or part of the business transfers to a third party in any way whatsoever.

8.1.3. It gives a three (3) months' written notice to the other party.

8.2. Unless breaches of the Agreement may not be attributed to Supplier, Supplier shall reimburse Ortec for all costs and damage, including legal costs, resulting or ensuing from any failure by Supplier to fulfil its obligations under the Agreement. Breaches which may not be attributed to Supplier within the meaning of this article shall exclude any failure, imputable or otherwise, by suppliers of Supplier, sickness of personnel of Supplier or his suppliers, machine or production problems other than at Supplier's own organisation as a result of war, natural disasters or fire or explosions not attributable to Supplier, strikes and in general any causes that by reasonable standards must remain for risk and expense of Supplier.

9. Subcontracting

9.1. If Supplier wishes to make use of a subcontractor in the performance of the Agreement, Supplier shall require Ortec's prior written consent, which will not be unreasonably withheld, unless otherwise agreed in writing.

9.2. Supplier will remain fully liable and responsible for the fulfilment of its obligations under the Agreement when making use of one or more subcontractors.

10. Confidentiality

10.1. Supplier shall keep strictly confidential all business information and data from and about Ortec that have come or may come into his possession as a result of or in connection with the Agreement.

10.2. Supplier shall impose the same confidentiality obligation on his personnel and any third parties which Supplier uses to perform his duties in relation to the Agreement.

10.3. The confidentiality obligation will remain in full force an effect for an unlimited period of time, even after termination of the Agreement and regardless of how the Agreement was terminated.

11. Data Protection

11.1. Each of the parties will duly observe all their respective obligations under the applicable Data Protection Laws, such as the EU General Data Protection Regulation (EU) 2016/679.

11.2. For the purposes of this Agreement, 'Personal Data', 'Data Subject', 'Controller' and 'Processor' shall have the meaning given in the applicable Data Protection Laws.

11.3. Supplier shall take appropriate technical and organizational measures in such a manner that processing will meet the requirements of the applicable Data Protection Laws and ensure the protection of the rights of the Data Subject.

11.4. Supplier shall not transfer Personal Data and does not make Personal Data accessible to a location outside the European Economic Area without explicit prior written approval by Ortec.

11.5. Supplier shall process Personal Data solely in accordance with the provisions of this Agreement and the applicable Data Protection Laws.

12. Publicity

Without explicit mutual prior written permission of both parties, parties shall refrain from publicizing the fact that it supplies or has agreed to supply Deliverables to Ortec under the Agreement.

13. Waiver

To the extent that one party has not explicitly required the other party to meet certain obligations regarding the Agreement, this circumstance will not be construed as the first party having waived its rights to such provisions and shall not give the other party the right to derive any rights from such a circumstance now or in the future.

14. Nullity

Should a court decide that any provision in these Supplier Terms is completely or partially void or otherwise not binding or valid, then this shall not affect the validity of the other provisions, and these shall remain in full force. With regard to the invalid, nullified or cancelled provisions, parties will consult with each other to replace those provisions by valid provisions resembling as closely as possible to the object of the nullified or non-binding provisions and of the Supplier Terms as a whole.

15. Written notifications

All written notifications concerning the Agreement shall be sent by registered mail to the address of the other party or via e-mail to the e-mail address stated in the Agreement.

16. Titles and sequence

The titles and sequence of articles in the Supplier Terms are intended solely to provide a clear presentation and do not form a material part of the Agreement and cannot be used in the interpretation thereof.

17. Applicable law and disputes

17.1. The Agreement and all contracts resulting therefrom are governed solely to Dutch law. The provisions of the Vienna Sales Convention (CISG) do not apply.

17.2. Any disputes that parties are unable to resolve amicable despite having exercised all reasonable efforts shall be submitted to the competent court in Rotterdam. Additional conditions with respect to Agreements for performance of some services and Agreements contracting for work.

18. Personnel

18.1. Supplier guarantees that personnel used for performance of the Agreement shall meet the requirements laid down by Ortec and, the generally accepted requirements of professional proficiency and expertise. If Ortec requests the replacement of personnel of Supplier on reasonable grounds, Supplier shall arrange adequate replacement as soon as possible.

18.2. With regard to amounts payable by Ortec to Supplier, Ortec shall not owe Supplier any amounts by way of social security contributions or taxes. Supplier shall meet on time all obligations concerning social security regulations, contributions/prepayable contributions, payroll tax deductions, VAT payments and all other taxes and/or duties and payment thereof.

18.3. Supplier shall indemnify Ortec against all third-party claims and against the costs of legal assistance reasonably incurred by Ortec, for legal proceedings and other purposes, and any related costs, arising from failure to meet the provisions contained in this clause.

19. Sites and buildings

19.1. Supplier shall ensure that its personnel meet all Ortec's company and safety rules, including the rules applicable to use of the Ortec's computer infrastructure by non-Ortec personnel. The personnel of Supplier shall follow all reasonable instructions given by Ortec's employees.

19.2. Unless caused deliberately or by gross negligence by Ortec, Ortec shall not be liable for any damage of any kind caused to Supplier and/or its personnel.

20. Applicable legislation and licenses

Supplier shall meet all applicable laws and regulations during performance of obligations and activities under the Agreement, including but not limited to all legislation concerning safety, working conditions, the environment, social security insurances and the supply of labour, and shall hold all licenses and permits prescribed by government authorities in respect of these matters.

21. Tools and equipment

21.1. If Ortec provides Supplier with tools and/or equipment for performance of the Agreement, the items concerned shall remain the property of Ortec and may be used solely by Supplier and its personnel and to the extent necessary for performance of the Agreement. Supplier shall return all such items to Ortec at its first request and, if such a request does not reach Supplier, not later than at the time of acceptance by Ortec of the delivery made under the Agreement.

21.2. Unless caused deliberately or by gross negligence by Ortec, Ortec shall not be liable for any damage of any kind caused to Supplier, his personnel and/or third parties as a result of the tools and equipment made available by Ortec and/or their use by Supplier and/or its personnel.

22. Intellectual property rights

22.1. The intellectual property rights to all works produced by Supplier and/or its personnel for the purposes of the Agreement, including but not limited to computer software, algorithms, texts, etcetera, shall accrue in all instances to Ortec. Supplier shall transfer and relinquish all such copyrights to Ortec. To the extent that a deed is required for such transfer, Supplier and also for its personnel, shall at first request of Ortec co-operate in the transfer of such rights at the expense of Ortec. If Supplier (including its personnel) makes inventions capable of being patented during work performed for Ortec, he and for his personnel shall relinquish such rights in favour of Ortec and, at the expense of Ortec, shall provide all co-operation reasonably necessary to enable Ortec to apply for a patent.

22.2. Supplier shall indemnify Ortec against third-party claims arising from infringement or alleged infringement of intellectual property rights held by third parties in materials, documents and computer software produced by Supplier (including his personnel and any third parties engaged by it).

Exhibit A: Supplier Code of Conduct

General

This Supplier Code applies to all Suppliers who have an Agreement with Ortec. Ortec's business is based on integrity, independence and sustainable solutions. Ortec has established standards in its business to ensure ethical practices and regulatory compliance. Ortec expects the same from its Suppliers.

Human rights

Ortec expects all its Suppliers to fully comply with all applicable employment laws, respect the human rights and take effective measures to protect these rights. Supplier shall treat its employees equally and refrain from any decisions directly or indirectly based on or benefiting human beings of a particular race, caste, origin, religion, disability, gender, sexual orientation, age, or union or political affiliation.

Child Labour and Modern Slavery

Supplier shall comply with all laws and regulations relating to child labour and take adequate remedies against any violations of these laws and regulations in its business.

Freedom of Association and Collective Bargaining

Supplier must respect the labour rights of its employees such as the right to freely choose labour, freedom of association, collective bargaining, and peaceful assembly in accordance with applicable laws and regulations as well as international standards such as the International Labour Organization standards. Employees must feel free to exercise these rights, Supplier must ensure that there is intimidation or reprisals for exercising these rights. Supplier must also strive to engage in dialogue with its employees to ensure a safe work environment.

Wages and Working Hours

Supplier must comply with applicable laws and regulations regarding working hours and wages. In absence of mandatory minimum wages and maximum working hours, Supplier will entitle its employees at least one day off during any seven days rolling period and will compensate its employees sufficiently to meet at least their basic needs. Supplier will refrain from expecting excessive overtime from its employees and will compensate any overtime as required by applicable laws, regulations, collective bargaining agreements or individual employment agreements.

Health and Safety

Supplier shall implement health and safety policies and procedures where necessary in their business. This includes taking all reasonable measures to prevent any harm or injury to its employees, adopting reasonable safety regulations and ensuring compliance with these regulations and all applicable safety laws and regulations. Supplier will ensure that its employees are and remain aware of the risks they are exposed to during working hours. Supplier will provide its workers access to hygienic facilities to meet their basic needs.

Environmental Protection and Promoting Sustainability

Supplier shall comply with all applicable environmental laws and regulations. Supplier shall also support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusions of environmentally friendly technologies, with respect to a product's life cycle (raw materials, manufacturing, packaging, transportation, (energy-) consumption and disposal).

Corruption

Supplier shall adhere to the highest standards of moral and ethical conduct, respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery. Supplier shall have reasonable policies and procedures in place to prevent such behaviour within its company.