

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR CELLMARK BASIC MATERIALS DIVISION, CELLMARK AB, AND ALL CELLMARK SUBSIDIARIES

In these General Terms and Conditions of Sale (the “Conditions”), CellMark AB or any CellMark subsidiary, the buyer, shall be referred to as “we”, “us” etc. and the party selling to us, shall be referred to as the “Seller”.

“Parties” shall mean us and Seller.

“CellMark Group” shall mean CellMark AB and any company in which CellMark AB directly or indirectly has the ownership of at least fifty (50) percent of the voting rights/shareholding.

1. General

- 1.1. A contract for sale of Products and/or Services (the “Goods”) shall be concluded upon our written confirmation of the Order (the “Contract”) and be governed by the Conditions, which are an integral part of the Contract. The “Order” shall mean any purchase order for the Goods issued in writing by us to the Seller, containing, amongst other things, the description of the Goods to be supplied and include all documents, standards and drawings therein referred to, and incorporated these Conditions.
- 1.2. Any terms and conditions which are contrary to or deviate from the Contract, including the Conditions, shall not be valid unless agreed upon in writing between us and the Seller.
- 1.3. In case of conflict between these Conditions and the terms of the Contract, the Contract shall prevail.

2. Conclusion of Contract

- 2.1. Seller’s offers, including but not limited to Seller’s price quotations shall be considered an irrevocable offer with respect to the prices, quantities, times of delivery and other essential parts of such offer. All costs incurred by Seller in preparing and submitting any acceptance of our request for an offer or Seller’s Order shall be for the account of Seller.
- 2.2. We shall issue an Order in writing to Seller and such written Order shall be binding on the Seller and shall be deemed accepted as is by Seller (“Contract”), unless such Order is rejected in writing or accepted with modifications, within two (2) working days from the date of the Order. If Seller’s notice of acceptance and/or Seller’s confirmation of an Order contains any modifications whatsoever or differs in any other aspect from the original Order places, this will constitute a new offer to us, which has to be accepted by us explicitly in writing. Orders placed in person or by telephone shall require our written confirmation in order to be valid.
- 2.3. We reserve the right to revoke any Order placed with Seller if Seller has not responded to our Order in conformity with Clause 2.2. In the event of revocation Seller shall not be entitled to payment of (any or part of) the purchase price for the Goods, or any kind of compensation and/or damages whatsoever or howsoever arising.

3. Prices and Payment

- 3.1. All prices quoted in the Contract are fixed firm and not subject to revision. Prices are inclusive of all taxes (VAT excepted), duties, charges, contributions, insurances and all other costs, including, but not limited to, the costs of packing or packaging required to prevent damage or deterioration of the Goods while in transport to us as well as including vessel demurrage and/or terminal demurrage at load port, incurred by Seller in performing the Order up to and including Goods’ delivery at the location indicated by us. For the avoidance of doubt, all vessel and/or

terminal demurrage at load port shall be paid by the Seller, or, if - at our option - paid by us, on behalf of Seller, shall be reimbursed by the Seller to us and paid as a debt on an indemnity basis to us without dispute or protest and always paid within thirty (30) days of presentation of the demurrage invoice.

- 3.2. If the transaction as described in the Contract are subject to any applicable VAT or any other similar tax, Seller shall be allowed to charge VAT or any other similar tax to us, which shall be pay by us on top of the purchase price. Seller is responsible for paying any applicable VAT or any other similar tax to the appropriate (tax) authorities.
- 3.3. Subject to acceptance of the Goods by us, unless explicitly agreed otherwise (such as in the Order), payment shall be made by bank transfer within sixty (60) days from the day of invoice after receipt of the Goods and always subject to receipt of: (a) pertinent documents stipulated in the Contract (e.g. analysis, packing list, insurance document, bill of lading etc.); and (b) the correct invoice in the proper form. Each invoice shall specify our name, a reference to the respective Order, the applicable Order number, date of the Order, our VAT number, description of the delivered Goods, the invoice amount and separately the amount of any applicable VAT, Seller's identification and all legally required details with respect to the tax deduction and shall conform the customs regulations. The invoice shall be received at the email address of us indicated in the Order, unless local regulations require a physical invoice to be sent to our office address (in that case, a duplicate scanned copy must also be sent by email to us).
- 3.4. If Seller fails to fulfil any obligations under the Contract or if we have justifiable grounds to believe that Seller has failed to deliver and/or perform as agreed, we may withhold payment to Seller and Seller shall not suspend performance of its obligations.
- 3.5. We shall at all times have the right to set off and deduct from any amounts owing from us or any company of the CellMark Group to Seller against any amount owing from Seller to us or any company of the CellMark Group, irrespective of the nature of any such claim. Seller shall not have the right of retention.
- 3.6. Payment by us or on behalf of us will not be constructed as acknowledgment that Goods were delivered without non-conformities (nor it is considered waiver of any of our rights) and do not discharge Seller from any warranty, duty and/or liability under the Contract and under these Conditions.

4. Transport

- 4.1. Seller shall pack the Goods properly and, in such manner, as to prevent damage to the Goods during transportation and to facilitate efficient unloading, handling and storage. The Seller shall at his own costs insure all Goods up to the point when deliver is complete in according with Clause 3.1.
- 4.2. All Goods shall be properly marked, including but not limited to clearly marked as specified by us in the Order and/or Contract and shall contain a certificate of country of origin and all other markings required for proper delivery.
- 4.3. Seller shall take all measures necessary to perform proper transportation of the Goods by all appropriate means and using all appropriate equipment and accessories, with the assistance of competent agents or subcontractors where necessary. And Seller shall organise transportation of the goods to the agreed place of delivery in such manner that the Goods will be delivered in good on specification condition and will be unloaded in a safe, secure and efficient way. And the agreed shipping conditions shall be observed strictly, and the Seller shall be liable in full for any damage and costs arising from non-compliance with such shipping conditions. Shipment by the forwarding agent shall be subject to our consent.

- 4.4. Without prejudice to Clause 4.1., 4.2. and 4.3., all information held by, or reasonably available to the Seller regarding any potential hazards known or believed to exist in connection with the Goods, including but not limited to the transport, handling or use of the goods to be supplied, shall be promptly communicated to us. The Seller shall provide us with a safety data sheet and/or accident instruction sheet in accordance with the applicable laws and regulations including but not limited to health, safety and environmental regulations, with respect to Goods which, due to their nature, qualities, or state may be harmful to human life, health and/or the environment, and which therefore may be subject to laws and regulations requiring special treatment in terms of packing, labelling, transportation, storage, handling and waste disposal. The Seller shall indemnify us, and pay against our first written demand within 30 days as a debt on an indemnity basis, for any losses and/or liabilities arising out from the Seller's failure to comply with this Clause 4.4.
- 4.5. CellMark's performance under this Contract is subject to, at reasonable market pricing (from CellMark's viewpoint), vessel space availability and suitable vessel (acceptable to both shipper and final receiver) and insofar as CellMark is waiting for available vessel space and/or suitable vessel and/or reasonable market pricing, then CellMark cannot be held liable for any losses or liabilities wheresoever or howsoever arising.

5. Inspection

- 5.1. Upon our first request, we shall be entitled to inspect and/or to assay the Goods before, during or after delivery, including the conduct of any quality investigations and/or testing we deem, in our sole discretion, necessary.
- 5.2. We reserve the right to entrust the inspection and/or testing of the Goods to third parties. For the purpose of such inspections and the inspections and/or assaying as set out in Clause 5.1, Seller shall grant us and our representatives' free, unencumbered access to the relevant location and Goods at all times and shall fully co-operate and provide all necessary information and documentation with respect to the Goods at the Seller's own expense.
- 5.3. Inspection of the Goods by or on behalf of us shall not constitute acceptance by us (nor waiver of any of our rights) or shall not release Seller from any of its obligations and warranties under the Contract and/or the Conditions.
- 5.4. If the result of such inspection or assay cause us not to accept the Goods, we shall as soon as possible notify the Seller of such non-compliance and the regime set out in Clause 8 NON-COMPLIANCE shall apply.
- 5.5. Unless explicitly agreed otherwise, weights and assays of the Goods established by or on behalf of us shall be final and binding. Weights or assays concluded at a later or earlier date are deemed to have no evidential value and cannot be relied upon by Sellers.

6. Delivery, Quantity, Quality and Dates

- 6.1. Seller shall deliver the Goods in accordance with the agreed upon INCOTERMS (as defined in the latest version of the Incoterms as issued by the International Chamber of Commerce, Paris, France as at the date of the Contract) and at the agreed place and time, as all specified in the Order.
- 6.2. Seller shall deliver the quantity and quality specified in the Order. All Goods supplied on a price for weight basis shall be delivered to the agreed place of delivery and the weight of the Goods shall be determined by or on behalf of us, by weighing at the agreed place of delivery. The net weight so recorded by or on behalf of us shall be the decisive weight for the Contract.

As far as the chemical and physical composition of the Goods is concerned, the values determined by us or by our surveyor acting on our behalf shall be the binding values for such deliveries with regards to establishing the supplied quality and for the final settlement. We shall be entitled to a reasonable period of time within which to undertake the quality assessment.

- 6.3. All delivery times set out in the Contract shall be firm and time for delivery shall be of the essence. Seller shall immediately notify us in writing of any (possible) delays or any other issue which may have a material adverse effect on delivery of the Goods or on Seller's performance or its other obligations under the Contract, including but not limited to a change in Seller's or Seller's sub-suppliers' financial condition, business or prospects. Simultaneously, Seller shall provide us all information in writing concerning the reason and/or extent of the delay, as well as all details relating to the efforts Seller intends to make in order to avoid delay or expedite delivery.
- 6.4. We reserve the right to refuse partial deliveries or delivery prior to the agreed delivery date(s), and in such case may return the Goods or, at our choice, store them, storage and/or return of the Goods and any costs in connection therewith shall be at Seller's costs and for Seller's risk.
- 6.5. In the event of any breach with respect to the agreed delivery time, Seller shall be in default, without any prior written notification of default to Seller and notwithstanding our other rights under the Contract or at law, we may at our sole unfettered option:
 - a) notify Seller that we insist on delivery by Seller and Seller's performance of its other obligations under the Contract, and in addition we shall be entitled, without any prior notification of default to Seller, to withhold liquidated damages from Seller in the amount of USD 15,000 plus, for each full week of delay, damages at 1% of the Order value, not to exceed a maximum of 10% of the total Order value until complete delivery has been effected. Such liquidated damages shall be without prejudice to our right to claim compensation for all damages, losses and/or liabilities incurred in connection with such breach including but not limited to lost profits as well as any indirect financial and consequential damage suffered by us in connection with such breach (this is in precedence over any clause that purports to limit Seller's liability for consequential damages), or
 - b) we may decide to rescind the Contract and notwithstanding our other rights under the Contract or at law, we shall also have the right to claim compensation for all damage incurred in connection with such breach including but not limited to lost profits as well as any indirect financial and consequential damage (this is in precedence over any clause that purports to limit Seller's liability for consequential damages).
- 6.6. In case the Seller, prior to the agreed date of delivery, becomes aware that timely delivery will be partly or fully impossible, Seller shall promptly inform us in writing to this effect stating the reasons as well as the expected delay. Such circumstances shall also entitle us at our option to rescind the Contract with immediate effect, even if this prior to the agreed delivery date, and to claim compensation for all damages incurred in connection with such breach.
- 6.7. Unless explicitly agreed otherwise, we shall have the right to postpone delivery of the Goods. Upon our request to postponed delivery of the Goods, Seller will pack such Goods properly and clearly mark them as destined for us. Seller shall then store such Goods in a secured environment and shall arrange for proper insurance of such goods.
- 6.8. Signing of a receipt and/or bill of lading by or on behalf of us upon delivery shall be deemed to only relate to receipt of the Goods and shall not constitute acceptance of the Goods in any way whatsoever. The Seller expressly waives their right to rely upon any such signing by us in any claims.

7. Warranties

- 7.1. The Seller explicitly warrants, irrevocably and as conditions precedent to the Contract, that:
- a) all Goods shall comply with all specifications, approved samples and all other requirements set out in the Contract, including but not limited to the agreed volume and/or quantity and quality;
 - b) all Goods shall be state of the art, fit for the intended purposes, shall be of good on specification quality and free from defects, deficiencies and non-conformities in design, materials and workmanship and that they shall satisfactorily fulfil the performance requirements expected by us;
 - c) all Goods shall comply with all applicable laws and regulations, including but not limited to European and national laws and regulations, international conventions including without limitation the applicable laws and regulations concerning both international and national transport of dangerous and/or chemical and/or waste products, and all other applicable national, European and international laws and regulations with respect to health, (product) safety and environment;
 - d) Title to all Goods transferred shall be free of grants, pledges, charges (by way of security or otherwise), seizures, restricted rights, title retentions and/or any liens or encumbrances whatsoever;
 - e) all required licenses in relation to the Goods are and shall remain valid and in place, and the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer the Goods; and
 - f) Goods shall be provided with all instructions and information for safe and proper use and in case the Goods and/or Services incorporate or contain chemicals or dangerous hazardous goods or substances, such Goods and/or Services shall be provided with written and detailed specifications of the composition and characteristics of such Goods or substances and of all laws, regulations and other requirements relating to such Goods in order to enable us to transport, store, process, use and dispose of such Goods in a proper and safe manner.
- 7.2. The warranties given under this Clause 7 shall be automatically (by legal force of this Clause 7.2) extended to any repaired or replacement Goods.
- 7.3. The Seller shall indemnify us, and pay against our first written demand within 30 days as a debt on an indemnity basis, for any losses and/or liabilities arising out from the Seller's failure to comply with these Clauses 7.1 or 7.2.

8. Non-Compliance

- 8.1. If the Goods are defective or are otherwise not in conformity with the requirements of the Contract including these Conditions we shall notify Seller thereof and may, without prejudice to our right to compensation for any losses and/or damages suffered or to be suffered by us as a result of such breach or any other right available to us under the Contract or at law, at our sole unfettered discretion:
- a) reject the non-conforming Goods and return them to the Seller at the risk and cost of the Seller (including, without limitation: inspection, handling and storage costs incurred by us in connection therewith) and to require Seller at the Seller's expense either to remedy

any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a period acceptable to us. If Seller fails to fulfil its obligations above within the prescribed time (as set out by us), we may, without prejudice to any other available rights, undertake or engage a third party to completely fulfil all of Seller's obligations under the Contract at the risk and expense of Seller, including but not limited to cost of freight, disassembly and re-assembly or to obtain substitute goods elsewhere and recover from the Seller any expenditure reasonably incurred by us in obtaining such goods; or

- b) to terminate the Contract in whole or in part, by written notification to Seller but without judicial intervention and without any liability to Seller and without prejudice to our rights to (alternative and/or additional or other) compensation for any losses and/or damages suffered or to be suffered by it as a result of such termination, and we may return the Goods already delivered against repayment by Seller. Returning of such Goods shall be for the account and risk of Seller.

- 8.2. In case of rejection, title to and risk for the rejected Goods shall be with Seller again from the date of sending the rejection notice to Seller.

9. Ownership and Risk

- 9.1. Title to the Goods shall transfer to us upon delivery thereof.

Risk for the Goods shall pass from Seller to us in accordance with the agreed upon Incoterm as stated in the Contract (such Incoterm shall have the meaning as defined in the latest version of the Incoterms as issued by the International Chamber of Commerce, Paris, France as at the date of the Contract). In case of absence of a specific Incoterm clause, the risk for the Goods remains with Seller until arrival of the Goods at the agreed place of delivery and acceptance thereof in writing by us by a person or company (on behalf of us) duly authorized to do so.

- 9.2. Seller is obliged to transfer title to the Goods free of charges, grants, pledges, charges (by way of security or otherwise), seizures, restricted rights, title retentions and/or any liens or encumbrances whatsoever.
- 9.3. Upon first demand of us, Seller shall disclose itself as party in interest and owner of the Goods as far as public legislation is concerned until the Goods are effectively in control and possession of us, who at all times has the right to decline to accept title in the Goods or to redeliver the Goods with immediate effect in case of events during storage or transportation which might involve public law responsibility of the owner of the Goods, regardless of whether the Seller has breached any contractual obligation. The Seller shall be obliged as also set out in Clause 10.3. to insure himself and any other party in interest for liability towards third parties, again regardless of any breach of contractual obligations by Seller.

10. Liability

- 10.1. In precedence over all other terms, Seller shall be liable for any direct, indirect or consequential losses and/or liabilities (all three of which terms include, without limitation, environmental liability, loss of profit, loss of business), increased cost, loss, damages, injury, claims, actions, proceedings, charges, cost and expenses (including, but not limited to, attorney fees, litigation costs and other professional fees and expenses), suffered or incurred by or brought against us, any company of the CellMark Group or any third party, resulting from or connected with the non-fulfilment or late or improper fulfilment of Seller's obligations and warranties under the Contract, or any other breach of Seller's obligations under the Contract or at law.

- 10.2. Seller shall hold us harmless from and indemnified in full against all suits, actions, legal or administrative proceedings, charges, claims, demands, damages, liabilities, loss (including loss of profits), attorney's fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages) resulting from or connected with the nonfulfillment or late or improper fulfilment of Seller's obligations and warranties under the Contract or any other breach of Seller's obligations under the Contract or at law.
- 10.3. Seller shall take out and maintain in force all insurance policies necessary to cover its liability under the Contract including these Conditions. At the request of us, Seller will provide the insurance certificates evidencing Seller's insurance coverage and shall keep us informed of any changes in same. Seller shall procure that all its sub-suppliers will also meet these insurance requirements.
- 10.4. Under no circumstances shall we be liable to Sellers or third parties for any kind of special, incidental, indirect, consequential or punitive damage or loss, environmental damage, cost or expense, including without limitation damage based upon loss of sales or profits, loss of reputation, loss of goodwill, work stoppage, production failure, whether arising out of or in connection with the Contract, the sale of any Goods by us or the use of the Goods and whether or not such damages are based on breach of warranty, any other breach of contract, tort (including negligence) or otherwise. The aggregate liability of us for any and all claims shall under no circumstances exceed the invoice value for the Goods that are the subject of the claim or USD 500,000, whichever amount is the lower.

11. Confidentiality

- 11.1. Seller shall keep confidential the existence and content of the Contract and all technical, commercial and financial data and all other information of a confidential nature ("Confidential information") provided by or on behalf of us to Seller in connection with the (preparation) of the Contract. All such information shall remain our property and may be used by Seller only for the purpose of the Contract. And upon our request, Seller shall promptly return to us all such information and Seller shall not retain any copy thereof.
- 11.2. Seller may only disclose such Confidential information to third parties provided we have given its prior written consent and Seller shall ensure that such third parties engaged by Seller in the execution of Seller's duties shall undertake in writing to be bound by the same confidentiality undertaking.
- 11.3. Seller is not entitled to refer to (part of) the Order and/or the Contract in external communication or publication without prior written consent of us.

12. Business Integrity

- 12.1. Buyer has adopted a Code of Conduct for Business Partners (the "Code") which is an integral part of this Agreement. The most recent, applicable and duly incorporated version of the Code can be found at <https://www.cellmark.com/about/code-of-conduct/>. Seller is aware of, and agrees to comply with, the principles set out in this Code (or equivalent requirements) when doing business with or for the Buyer. Seller is also responsible for ensuring that its representatives are made aware of the requirements under the Code and comply with these requirements.
- 12.2. Any audit or evaluation of the Seller's or its representatives' compliance with the Code or with applicable legislation shall be performed in accordance with the principles set forth in the Code (section "Cooperation, Reporting and Audit").

- 12.3. Notwithstanding any other contractual provision between the Parties, breaches of applicable legislation or non-compliance with the requirements under the Code shall be handled in accordance with the principles set out in the Code (section “Cooperation, Reporting and Audit”).

13. Compliance with Laws

- 13.1. Seller warrants, represents and undertakes to the Buyer that it will comply with all applicable laws, rules and regulations in performing this Contract, including without limitation sanctions, anti-corruption, anti-money laundering and tax laws.
- 13.2. Seller shall obtain and maintain through the Contract performance all international and national export licences or similar permits required under all applicable export control laws and regulations and shall provide us with all information required to enable us and our customers to comply with such laws and regulations. Upon our request, Seller shall provide us with an appropriate certification stating the country of origin for Goods and all other information required, sufficient to satisfy the requirements of the customs authorities of the country of receipt and any applicable export licensing regulations.
- 13.3. Should the Order become subject to sanctions for any reason, CellMark shall have the option to reject or terminate the Contract in accordance with Clause 8 (read as if the Goods were defective), without prejudice to our right to compensation for damages in connection thereto and any other right under the Contract or at law and without Seller being entitled to claim any compensation.

14. Force Majeure

- 14.1. Force Majeure shall mean any circumstances or occurrences beyond our control, whether or not foreseeable at the time of the Contract including without limitation acts of God, legislative measures, acts, orders or regulations of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, wars, riot, sabotage, accident, epidemic (including, but not limited to COVID-19, other coronavirus and/or other infectious diseases), endemics (including, but not limited to COVID-19, other coronavirus and/or other infectious diseases), disease (including, but not limited to COVID-19, other coronavirus and/or other infectious diseases), strike, lock out, slow down, labour disturbances, industrial dispute, any delay on the part of any subcontractor or final receiver, problems attributable to the final receiver, government orders to limit or stop production or reduce power consumption, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, customs duties and tariffs imposed by a country.
- 14.2. If we shall be prevented or hindered, directly or indirectly by an event of Force Majeure from performing all or any of our obligations under the Contract, the performance of such obligations by us will be suspended for the period such event of Force Majeure continues, without us being responsible or liable to the Seller for any damage resulting therefrom.
- 14.3. If a Force Majeure event extends (or is expected to extend) for a period of 30 (thirty) consecutive days or more after the agreed delivery date, we are entitled to terminate by written notice all or any part of the Contract without any liability on the part of us towards Seller.
- 14.4. The Seller gains no rights under this Clause 14. For the avoidance of doubt, any delay or issue on the part of any subcontractor or supplier, problems attributable to the manufacturer, government orders to limit or stop production or reduce power consumption and/or force majeure shall expressly be deemed not frustration for the Seller. None of these factors can be relied upon by the Seller to avoid or delay their performance under this Contract.

- 14.5. Should CellMark's final receivers delay or fail to take receipt of the Goods, then CellMark will not be held liable for such delays or losses. If the Goods have not yet been delivered to CellMark, then CellMark have the right to cancel the Order without liability to us or recourse by the Seller against us for any losses and/or liabilities whatsoever and/or howsoever arising.

15. Suspension and Termination

- 15.1. We shall be entitled to suspend the performance of our obligations under the Contract or to terminate the Contract in whole or in part, by written notification to Seller but without judicial intervention, and in each case without any obligation or liability of whatsoever kind to Seller, in the event:

- a) Seller has requested suspension of payment, becomes insolvent or unable to pay its debts, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceedings is instituted by or against Seller or Seller makes an arrangement for the benefit of its creditors; or
- b) substantial part of Seller's assets have been attached or in the event the control over Seller is being transferred to a third party or if Seller ceases or threatens to cease to carry on its business; or
- c) Seller fails to comply with any term or condition of the Contract including these Conditions or we in our reasonable discretion determines that Seller cannot or shall not deliver the Goods as required;

And all of the above shall be without prejudice to our right to claim for (alternative and/or additional or other) compensation for any losses and/or damages suffered or to be suffered by us as a result of such suspension and/or termination of the Contract.

- 15.2. In any of the above-mentioned events all outstanding claims of us on Seller shall become due and payable instantly and Seller may not set off any amounts owing from us to Seller against any amount owing from Seller to us.

16. Assignment and Subcontracting

Seller shall not subcontract, transfer, pledge or assign any of its rights or obligations under this Contract without the prior written consent of us. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Seller from its obligations under the Contract. And Seller shall be liable for the selection and any default of its subcontractors and suppliers. Ultimately, the Seller shall be fully liable for the proper performance of the Contract.

17. Fraud Awareness

- 17.1. We are not responsible for any losses suffered due to any third party fraud carried out through electronic communication means. If the Seller notices any discrepancy in our account details or any suspicious or unusual instructions, all details should be checked and agreed directly with a member of our Accounting through their verified phone number or other suitable independent second verified communication channel, e.g. a known contact method established and verified before (i.e. never using the details listed in the email requesting payment and/or providing payment instructions).
- 17.2. The Seller warrants that it has adequate information security measures in place and that these are being used to actively avoid fraud attempts, including but not limited to: (a) technical protection to identify the true counterpart in digital communication and to protect against

potential fraudsters (e.g. using protection against phishing & spoofing e-mails and having secure processes in place); (b) the Seller ensuring all important information are confirmed in additional suitable independent communication channels where identity can be properly verified e.g. a known contact method established and verified before (i.e. never using the details listed in the email requesting payment and/or providing payment instructions).

- 17.3. For any changed payment or delivery terms, single channel information confirmation (e.g. just an email) is an insufficient fraud protection process. Two suitable independent and verified communication channels must always be used in these respects. If in any doubt whatsoever, do not perform a financial transaction or take any further actions until you have checked with our Accounting and/or your usual contact at CellMark through their verified phone number.

18. Waiver

Failure by us to enforce at any time any provision of the Contract including these Conditions shall not be construed as a waiver of our right to act or enforce any such term or condition and our rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by us of any breach of Seller's obligations shall constitute a waiver of any other prior or subsequent breach.

19. Data protection

- 19.1. Both parties agree to comply with applicable privacy laws in respect of personal data processed pursuant to the Contract. If, and to the extent that a party processes personal data on behalf of the other, the parties shall in good faith discuss and agree upon a separate data processing agreement.
- 19.2. We will electronically process personal data pertaining to the contact person of the Seller, such as contact information, in order to coordinate the purchase of the Goods and to administer the business relationship with the Seller. The data may also be used for statistical analysis and business reporting purposes, during fraud investigations and to comply with applicable laws and regulations. We may disclose the information to other companies within the Cellmark Group, which may also use the information for the purposes described herein. The data may be transferred outside the EU/EEA area to states that do not have the same level of protection of personal data. We are committed to protecting personal data and will put in place adequate safeguards in order to protect the data. Registered persons have upon written request the right of access to the data related to them. They also have the right to rectify such data.
- 19.3. We may use the Seller's contact data in order to send newsletters, to conduct surveys and for event invitations. We are entitled to submit data of the Seller including its contact persons to companies within the Cellmark Group which are entitled to use the data for the purpose described above, to the extent permitted by law. The recipient of such advertising can opt out from receiving further marketing communication by contacting us at basic.materials@cellmark.com.

20. Governing Law and Disputes

- 20.1. The Contract and its Conditions shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The seat of the arbitration shall be England, even where the hearing takes place outside England.

- 20.2. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
- 20.3. The reference shall be to three arbitrators, one to be appointed by each party and the third, subject to the provisions of the LMAA Terms, by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.
- 20.4. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.
- 20.5. In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
- 20.6. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US\$400,000 (or such other sum as the parties may agree) the parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced. Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.
- 20.7. Any and all notices and communications in relation to any arbitration proceedings arising in connection with this contract (including any communications giving notice of the commencement of such proceedings and/or appointment of an arbitrator) shall be treated as effectively served if sent by e-mail to the e-mail addresses used by the Parties to conclude the sales contract.
- 20.8. Either party shall be entitled to change and/or add to the e-mail addresses to which notices and communications may be sent for purposes of this clause by sending notice of change to the other party at the e-mail address provided for in this clause (or, if previously amended by notice, the relevant amended address).
- 20.9. Any notice and communication sent by e-mail pursuant to this clause shall be deemed to have been served, and become effective, from the date and time the e-mail was sent.
- 20.10. Nothing in this clause shall prevent any notice or communication in relation to any arbitration proceedings in connection with this contract being served by other valid and effective means.
- 20.11. If a party retains solicitors or representatives with authority to accept service of notices and communications in relation to arbitration proceedings, the other party should be advised of the appointment and new service details in accordance with the terms of this clause; future service and communications should then be sent to the nominated solicitors or representatives only (unless otherwise directed). In the event the solicitors or other representatives cease to act and notice is given of this to the other party, the provisions contained herein shall re-apply.

20.12. Provided always that nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being sent by other effective means.

21. Option for CellMark to seek Court Relief

21.1. Notwithstanding the parties' arbitration agreement at Clause 20 or anything else herein to the contrary, we shall have the right to commence and pursue proceedings for interim or conservatory relief against the other Party in any court in any jurisdiction and the commencement and pursuit of such proceedings in any one court or jurisdiction shall not preclude us commencing or pursuing proceedings in any other court or jurisdiction (whether concurrently or not) if and to the extent permitted by the applicable law.

21.2. We shall also have the option of referring any Dispute to the High Court of Justice in London, England, or any other court having jurisdiction over the dispute (the "Court"). If we are the defending Party, such option must be declared within 14 days of an Arbitration Notice and, upon such declaration, the Parties shall procure that the arbitration be discontinued (without an award being given).

21.3. If we exercise its option, the Parties waive any objection now or later to any proceedings relating to the Contract being brought in the Court and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Court.

21.4. Promptly upon us exercising its option, the other Party shall notify us of an address for service of proceedings in the jurisdiction and the contact details of lawyers in the jurisdiction appointed to represent the other Party.

21.5. A judgment relating to the Contract which is given or would be enforced by a Court shall be conclusive and binding on the Parties and may be enforced without review in any other jurisdiction.

22. No Third Party Rights

Any person who is not a Party to the Contract may not enforce any term of it. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract or any other agreement entered into pursuant to it.

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