

TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

1. Scope of Application

1.1 These Terms and Conditions for the Sale of Products and Services by AXPLORA ("**Terms and Conditions**") shall apply to all oral and written contracts and other business relationships entered into by an Axplora Affiliate ("**AXPLORA**") and a customer of AXPLORA ("**Customer**") for the sale and purchase of active pharmaceutical ingredients, intermediates, fine chemicals, drug substances and/or any other goods manufactured and/or supplied by AXPLORA ("**Products**") and/or (ii) chemical and/or formulation process research and development activities, analytical, regulatory or other services rendered by AXPLORA ("**Services**"). "**Axplora Affiliate**" refers to any company directly or indirectly Controlled by Axplora Group GmbH, where "**Control**" (i) holding greater than fifty percent (50%) of the equity of an entity or (ii) having the power to govern the financial and operating policies of such entity, such as the power to appoint the management.

1.2 Different or additional specific terms agreed on by AXPLORA and Customer (collectively the "**Parties**" and each individually a "**Party**") in a written agreement shall prevail over these Terms and Conditions. The applicability of any general terms and conditions of the Customer shall be excluded.

1.3 No additions to, amendment of or variations from the terms hereof made by the Customer shall be binding upon AXPLORA, unless expressly agreed in writing by AXPLORA. Any change of scope expressly agreed in writing by AXPLORA will result in changes to prices and timelines.

2. Offers and Acceptance

2.1 Any offers, quotations or proposals submitted by AXPLORA to Customer for Products or Services ("**Offers**") are non-binding.

2.2 Upon acceptance of an Offer by Customer, AXPLORA shall be obliged to deliver Products or perform Services only upon confirmation by AXPLORA in writing and subject to the terms herein.

2.3 Customer acknowledges that statements or forecasts made by AXPLORA in Offers or otherwise as to the availability of certain Products, Services, or production capacities are non-binding estimates and may be altered subsequently.

2.4 Customer shall issue purchase orders or provide written confirmation to AXPLORA authorizing AXPLORA to commence the manufacture of Products or the performance of Services ("**Purchase Order**"). Any such Purchase Order shall adequately identify the Products or Services that are being ordered by Customer, the quantities, delivery or completion dates for the Products or Services and the pricing. The pricing and other commercial terms must fully reflect and match the latest Offer.

2.5 AXPLORA shall confirm whether it will accept Customer's Purchase Order within fifteen (15) business days after receipt thereof ("**Order Confirmation**"). After receipt by the Customer of an Order Confirmation, the Purchase Order shall be non-cancellable.

2.6 Customer may not reschedule any manufacture, supply or sale of Products or performance of any Service without AXPLORA's prior written approval. Any rescheduling agreed to by AXPLORA will require the payment by Customer of all additional rescheduling costs.

2.7 Any additional or different terms or conditions in any form delivered by Customer (including in any Purchase Order) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

2.8 By engaging AXPLORA to supply Products and/or Services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and AXPLORA have entered into a signed, separate services and/or supply agreement, in which case the separate agreement will govern over these Terms and Conditions.

3. Manufacture of Product

3.1 With respect to all Products manufactured, the Parties acknowledge and agree that (1) the delivered quantity of

Products shall be deemed to satisfy the quantity indicated in the Purchase Order and/or as agreed by the Parties, and (2) Customer shall pay for, and the applicable invoice shall reflect, the actual quantity of Products delivered. This Section shall not apply to Product manufactured and/or Services provided prior to the establishment of a validated manufacturing process ("**Development Product**").

3.2 AXPLORA's standard operating practices will govern the manufacture of Products unless the Parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the Parties have entered into a specific quality agreement for the manufacture of Products, these Terms and Conditions shall govern in the event of a conflict between the provisions hereof and any provision in the quality agreement, except to the extent that such provision relates to compliance with cGMP and quality assurance requirements and/or applicable regulatory laws and regulations, in which case the quality agreement's provision shall govern.

3.3 In the event any Customer-owned or Customer-dedicated equipment is required to be utilized to manufacture Products, Customer shall bear the costs of any maintenance and/or repair of such equipment.

4. Customer Supplied Materials

4.1 If and to the extent certain intermediates, active pharmaceutical ingredients or raw materials for the manufacture of the Products or rendering of the Services are to be supplied by or on behalf of Customer to AXPLORA ("**Customer Materials**"), Customer shall at all times ensure that such Customer Materials are made available to AXPLORA in sufficient quantities, in due time and at the agreed specifications and quality. In case such failure to do so prevents AXPLORA from manufacturing Products or rendering Services, Customer shall pay AXPLORA the portion of the fee corresponding to the lost production time.

4.2 AXPLORA shall not be responsible or liable to Customer for any yield loss, poor quality or damage to such Customer Materials unless caused by AXPLORA's willful misconduct or gross negligence.

4.3 Customer shall (i) bear the risk of transportation to and storage by AXPLORA of any such Customer Materials, and (ii) be responsible for all freight, duty, taxes, insurance and any other costs and fees associated with any Customer Materials.

5. Delivery

5.1 Customer is, at its own risk and expense, responsible for picking up and transporting the Product to Customer's final destination. Risk of loss of Products shall transfer from AXPLORA to Customer upon delivery of the Product FCA AXPLORA's designated manufacturing site (Incoterms 2020 or the most recent subsequent version), unless otherwise stated in the Offer ("**Delivery**"). Customer shall provide AXPLORA with the required evidence for any VAT-exempt delivery (proof of arrival) within the European Union or the appropriate export documentation for deliveries outside the European Union within thirty (30) days after Delivery. If Customer fails to provide such evidence within this timeframe, AXPLORA is entitled to charge the applicable value-added tax to Customer which Customer shall pay without delay. Customer shall fully defend and indemnify AXPLORA for any VAT, penalties or fines incurred by AXPLORA resulting from Customer's failure to provide such documentation of VAT-exempt delivery or export documentation in a timely manner. Customer shall be responsible to supply to AXPLORA any required packaging and labeling requirements, sufficiently in advance in order to enable AXPLORA to prepare the Product for Customer to ship. Should Customer request AXPLORA to assist with any arrangements with the carrier, such arrangements will be made by AXPLORA on behalf of Customer in accordance with Customer's applicable instructions; provided, that, such arrangements are made at the sole risk and expense of Customer and such arrangements will not serve to modify the Incoterms applicable to the delivery as set forth in this Section. AXPLORA shall not be obliged to deliver if Customer is overdue on amounts owed from an earlier transaction.

5.2 AXPLORA cannot guarantee Delivery dates in respect of R&D Products. In respect of non R&D Products, such Products' on-time delivery date shall mean any date within a range of plus or minus fifteen (15) calendar days from the delivery date identified in the relevant Order Confirmation. Axplora shall also be deemed to have made a delivery during the "on time delivery" window if the delay in delivery is due to Customer's failure to comply with any of its obligations hereunder.

5.3 Title to Products shall not pass to Customer until payment is received in full. In the event of payment delay, Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect the Products, if it does AXPLORA shall have co-ownership of any new goods resulting from the processing, combination, and/or mixing by the Customer of Products with any other goods.

5.4 Customer shall ensure Products are maintained in satisfactory condition and, protected and insured against all risks for their full price at all times from the date of delivery until title passes to Customer.

5.5 Any Purchase Order for non-Development Products is subject to a volume tolerance of plus/minus ten percent (10%) of the volume listed in the Order Confirmation. This is due to the batch volume variations inherent to production of Product. AXPLORA makes no guarantees of volume or yield for Development Products.

6. Storage

6.1 If Customer fails to cooperate, delays Delivery or does not pick up Product upon Delivery by AXPLORA, AXPLORA shall be entitled to claim compensation for the resulting damages including additional expenses such as storage costs. For this purpose, AXPLORA shall charge a lump sum fee of one per cent (1%) of the invoice value up to a maximum of five per cent (5%) of the invoice value per started calendar week, starting five (5) calendar days after the delivery deadline or - in the absence of a delivery deadline - five (5) calendar days after the notification that Products are ready for shipment. The proof of a higher damage and AXPLORA's statutory claims (in particular compensation for additional expenses, reasonable compensation, and termination) shall remain unaffected; however, such lump sum fee shall be offset against further monetary claims.

6.2 For all Product stored by AXPLORA, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed commitment to purchase such Product; (iii) Customer is responsible for any decrease in market value of such Product that relates to factors and circumstances not caused by AXPLORA's negligence or willful misconduct; (iv) Customer is responsible for obtaining insurance of such Product during the storage period, if desired; and (v) Customer's responsibility for transporting the Product remains unchanged under Section 5.1.

7. Inspection of Products and Services by Customer

7.1 Upon receipt of the Products or the Services, Customer shall examine the Products or Services within fifteen (15) days. If, in Customer opinion, the Products delivered are incomplete or do not comply with any agreed upon specifications or yield (for non-Development Products) ("**Specifications**") or the Services performed are defective, Customer shall notify AXPLORA in writing within fifteen (15) days. If Customer does not notify AXPLORA within this time period, then the Products or Services shall be deemed accepted. Customer retains the right to reject the Products for a period not exceeding six (6) months after delivery in case of latent defects, provided that Customer (i) notifies AXPLORA in writing within thirty (30) days after discovery of any such latent defect, and (ii) demonstrates compliance with good storage practices (including conformity with applicable temperature control and tamper-seals) with respect to any such Products.

7.2 Any claims by Customer shall specify in reasonable detail the nature and basis for the claim. Customer shall be required to send AXPLORA, if requested, samples of the defective Product or equivalent evidence of the defective nature thereof. If review and testing by AXPLORA confirms that a certain quantity of Product did not meet the Specifications, then Customer shall have the right to reject such Products. Customer remains obligated to pay for all performed Services and Products delivered, provided that Customer shall have the following remedies:

(a) In the event Services are defective, AXPLORA shall have, in its sole discretion, the right to either (i) re-perform the Services or (ii) refund/credit to Customer all amounts paid to AXPLORA for such defective Services. Customer shall have no other claims against AXPLORA for Services, including defective Services, even if such Services do not achieve desired objectives.

(b) **"Development Product"** means (i) in the case of pharmaceutical intermediates, drug substance or active pharmaceutical ingredients (**"Pharmaceutical Products"**), those Pharmaceutical Products that have not been validated per cGMP or (ii) in the case of products other than Pharmaceutical Products, those non-Pharmaceutical Products that have not undergone the manufacture of at least three consecutive conforming batches at AXPLORA. AXPLORA shall have no liability for Development Product, even if the Product produced does not conform to Specifications. In the event of such a failure of Development Products to meet Specifications primarily due to AXPLORA's gross negligence or willful misconduct, AXPLORA shall have, in its sole discretion, the right to either (i) if possible, reprocess or rework the Products, or if this is not possible, replace the relevant Development Product (or portion thereof) at no further cost to Customer, except that Customer shall be responsible for the costs of any replacement raw materials required for such re-processing or re-working or replacement of the Development Product or (ii) refund/credit to Customer the amount paid by Customer for such Development Product, less the costs of any raw materials. Customer shall have no other claims against AXPLORA for non-delivery of Development Products or non-conforming Development Products.

(c) With respect to non-Development Products which do not meet Specifications, AXPLORA shall be entitled, to either (i) if possible, reprocess or rework the Products and shall, if this is not possible, replace the non-conforming Product (or portion thereof) at no further cost to Customer or (ii) refund/credit to Customer the amount paid by Customer for such non-conforming non-Development Product (or portion thereof). Customer shall have no other claims against AXPLORA for non-delivery of non-Development Products or non-Development Products which do not conform to Specifications.

7.3 Customer shall (at AXPLORA's expense if the non-conforming Development Product is (i) caused by AXPLORA's gross negligence or willful misconduct or (ii) a non-Development Product) dispose or deliver any non-conforming Products to such destination as AXPLORA shall direct in writing. Customer shall not use or dispose any Products without AXPLORA's prior written consent.

7.4 If the Parties fail to agree if the Products delivered comply with any agreed upon Specifications, the Parties shall have such Products tested by an independent testing laboratory selected by agreement between the Parties. The decision of the independent testing laboratory shall be deemed final as to any quality dispute between the Parties. The Party against whom the testing laboratory concludes shall bear all costs and expenses of the independent laboratory testing.

8. Price and Payment Terms

8.1 All prices offered by AXPLORA are excluding (i) any taxes, fees or duties, (ii) any packing, transportation or insurance costs and (iii) costs of destruction of any Product or unused raw materials. Any taxes, fees or duties applicable to the sale, export or import of Customer Materials or Products or otherwise related to the performance of work for Customer (other than taxes based upon AXPLORA's income) shall be borne solely by Customer. Customer shall reimburse AXPLORA for any such taxes, duties or other fees paid by AXPLORA.

8.2 AXPLORA may adjust prices for generic portfolio Products and Services which are to be delivered more than three (3) months after the Order Confirmation by giving written notification to the Customer no later than forty-five (45) calendar days prior to the agreed delivery date. In case of an increase in price Customer shall have the right to cancel any outstanding Purchase Order at no cost to Customer by giving written notice to AXPLORA within ten (10) calendar days of receipt of such price increase notice by Customer.

8.3 Notwithstanding the above, the price of custom manufactured Products, if any, will be adjusted upward to reflect all increase, between the date of the Order

Confirmation and the actual manufacturing of Products ordered, in costs related to the development, manufacture and supply of the Products including with respect to any increase in the cost of raw materials, energy, utilities, waste disposal, labor and consumables.

8.4 AXPLORA shall issue the invoices on the date of delivery of the Products and/or the Services. Customer shall pay any invoice within thirty (30) days after date of issuance of the invoice by AXPLORA, unless any other due date is indicated on the invoice.

8.5 In the event payment is not received by AXPLORA after the due date for such payment, then such unpaid amount shall automatically accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable law if less than 1% per month) compounded monthly until paid in full.

8.6 Customer shall not be entitled either to withhold or offset payments even in case of dispute with AXPLORA.

8.7 AXPLORA has the right to suspend any or all Services or manufacturing and to cancel or delay Delivery under any outstanding Purchase Order, if Customer fails to pay any invoice when due.

8.8 If AXPLORA has reason to believe that Customer will not adhere to the payment terms or collection may become difficult, AXPLORA has the right to demand an advance payment, security deposit or other financial security by Customer.

8.9 The minimum invoice value is set at EUR 2,500 per Purchase Order. Additionally, a repacking surcharge for all non-standard pack sizes of at least EUR 1,000 will be applied.

9. Intellectual Property

9.1 All intellectual property owned by AXPLORA shall remain the sole property of AXPLORA.

9.2 Customer shall grant to AXPLORA a cost-free, non-exclusive and non-transferrable license to use Customer's intellectual property necessary or useful for the manufacture of the Products or the rendering of the Services.

9.3 Unless otherwise agreed in writing, all rights, title and interest in intellectual property developed by AXPLORA in the manufacturing of the Products or the rendering of the Services shall be the sole property of AXPLORA.

9.4 In the event that AXPLORA is informed that the manufacture of Products or the performance of Services infringes or threatens to infringe the intellectual property rights of a third party, AXPLORA shall, in its reasonable discretion, assess such potential infringement and, to the extent possible and necessary to avoid a potential infringement of third-party intellectual property rights, use its commercially reasonable efforts to avoid any such infringement. Should such adjustment not be technically feasible or commercially reasonable, AXPLORA shall no longer be obliged to deliver the relevant Products or Services to Customer and may terminate Customer's Purchase Order at its discretion.

10. Audits

10.1 During the term of these Terms and Conditions, AXPLORA will permit Customer to audit AXPLORA's relevant non-financial records with reasonable advance prior notice, during normal business hours, no more than once per three calendar years solely to permit Customer to confirm that Product is or has been manufactured in compliance with applicable laws and regulations. Such audit shall be limited to a maximum of two calendar days and may not involve more than two auditors.

10.2 Except with respect to "for cause" audits, AXPLORA shall invoice Customer, and Customer shall pay AXPLORA, for any additional inspections and/or audits, including, without limitation, any EHS audits, supply chain audits and/or any pre-approval inspections by the FDA or other regulatory authority, at such rates as determined based on timing of the audit, resource demand, and any production disruption that may be caused by such audit; provided that any such additional audits shall not exceed one per calendar year. As used herein, "for cause" audit shall mean an audit conducted to investigate a specific quality failure at AXPLORA facility that directly relates to a Product.

11. Confidentiality

11.1 Each receiving Party shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of the disclosing Party. The Parties shall not use any confidential information of the disclosing Party for any purpose other than for the performance of the obligations of the Parties hereunder.

11.2 The provisions of this Section 11 shall not apply to any confidential information which was either (i) independently developed or known by the receiving Party prior to its disclosure, as evidenced by written records, or (ii) is in the public domain or has been lawfully disclosed to the receiving Party, or (iii) is required to be disclosed by the receiving Party to the officials of a regulatory authority or to comply with applicable laws or regulations.

11.3 The confidentiality obligations of the Parties of this Section 11 shall remain binding upon both Parties for a period of ten (10) years after the termination of these Terms and Conditions or business relation between the Parties.

11.4 In case the Parties have entered into a separate confidentiality agreement covering also the supply of the Products and/or Services by AXPLORA to the Customer, the terms and conditions of such confidentiality agreement supplement the content of this Section 11 and, in case of conflict between this Section 11 and the confidentiality agreement, the terms of the confidentiality agreement shall prevail during its term of effectiveness.

12. Representations and Warranties

12.1 AXPLORA represents and warrants that:

(a) The Products (excluding Development Products) delivered conform, at the time of Delivery, with the Specifications of such Products; and/or

(b) The Services performed were performed with a standard of care of no less than adequate and common in the chemical or pharmaceutical industry, as applicable.

12.2 Customer represents, warrants and covenants that:

(a) Customer will at all times comply with all applicable laws, regulations and industry directives,

(b) Customer will, as from Delivery, be solely liable and responsible for any use, handling, storage, sale or other disposition of the Products,

(c) any and all Customer Materials, information or processes provided to AXPLORA will not infringe on any third-party's intellectual property rights, and

12.3 AXPLORA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges and agrees that specific results for Services and Development Product are not guaranteed and there is no assurance that the results or Specifications will be as agreed by the Parties, obtained within the anticipated timelines or even obtained at all.

12.4 AXPLORA'S LIABILITY UNDER THESE WARRANTY PROVISIONS SHALL BE STRICTLY LIMITED TO THE REMEDIES PROVIDED FOR UNDER SECTION 7. **13. Indemnification** **13.1** Customer shall defend, indemnify and hold harmless AXPLORA and its affiliates and their respective directors, officers and employees from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any (i) breach of Customer's representations, warranties or covenants under sections 12.2, or any of its other obligations under these Terms and Conditions or (ii) third-party claim, demand, action, suit or proceeding against AXPLORA in connection with any Products supplied or Services rendered to Customer, unless and to the extent such third-party claim was caused by the willful misconduct or gross negligence of AXPLORA.

13.2 AXPLORA shall defend, indemnify and hold harmless Customer from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any third-party claim, demand, action, suit or proceeding against Customer arising from death or personal injury in connection with any Products supplied or Services rendered to Customer, if and to the extent such third-party claim was

caused by the willful misconduct or the gross negligence of AXPLORA, unless and to the extent such third-party claim was caused by the willful misconduct or negligence of Customer.

13.3 The Party against which such third-party claim is made shall provide the other Party with prompt notice of such third-party claim and the exclusive ability to defend or settle any such third-party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.

13.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES OF THE CUSTOMER OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THESE TERMS AND CONDITIONS, WHETHER OR NOT ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

13.5 AXPLORA'S AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS BETWEEN THE PARTIES SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO AXPLORA FOR THE PURCHASE ORDER GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS, LESS THE COSTS OF RAW MATERIALS AND CONSUMABLES PAID BY AXPLORA IN RELATION TO THE ACTIVITIES UNDER THESE TERMS AND CONDITIONS.

14. Termination

14.1 Either Party may terminate these Terms and Conditions immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency proceedings under any bankruptcy, insolvency or moratorium law, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of a majority of the other Party's business or assets for the benefit of creditors, or (iii) the cessation of all or substantially all of the other Party's business operations.

14.2 If a Party breaches a material term or condition of these Terms and Conditions, the non-breaching Party shall have the right to terminate these Terms and Conditions between the Parties after one hundred and eighty (180) days prior written notice to the other Party unless any such material breach is cured within such one hundred and eighty (180) days period, except for payment obligations, for which AXPLORA may terminate this Agreement on thirty (30) days' written notice unless such breach is cured within such thirty (30) day period.

14.3 The expiration or the termination of these Terms and Conditions between the Parties shall not relieve the Parties of their obligations incurred prior to such expiration or termination. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration.

14.4 Notwithstanding the above, in the event of a termination under 14.1 or 14.2, AXPLORA shall invoice Customer for, and Customer shall pay (a) the price for Products previously Delivered and not yet paid, (b) the price of completed or in-process Products not yet delivered, and (c) other actual costs and expenses, including, without limitation, raw materials and labor, incurred by AXPLORA and relating to decommissioning activities or otherwise attributable to the Products and (d), in the event AXPLORA terminates under Sections 14.1 or 14.2, the Services or Products ordered by Customer, but not yet performed or manufactured. To the extent prices for Products and any other claims of AXPLORA might have been paid, AXPLORA shall ship to Customer all Customer Materials and Products in AXPLORA's possession and Customer shall pay all costs associated therewith. **15. Compliance** **15.1** Each party shall comply with the principles set forth in the OECD (Organization for Economic Cooperation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions in the performance of its rights and obligations under the contract, as well as, where applicable, national provisions relating to contingency and

anti-corruption, and in particular the French Sapin 2 law on transparency, the fight against corruption, and the modernization of economic life, the UK Bribery Act of 2010 and the US Foreign Corrupt Practice Act. Any violation of this Section will be deemed a material breach of the Terms and Conditions.

15.2 Customer agrees that (i) its use of the products provided by AXPLORA shall comply with applicable economic sanctions and export control laws and regulations maintained by the United States, European Union or its member states, United Nations or any other authority (collectively, "Sanctions"); and (ii) it shall not take any action that would cause AXPLORA or its affiliates or personnel to be in violation of Sanctions.

15.3 Customer agrees that it will not transfer or reexport the Products provided by AXPLORA to, or use the Products provided by AXPLORA for the benefit of, any party who is (i) the subject of Sanctions; or (ii) located or, organized in a jurisdiction that is the subject of Sanctions and which does not benefit from an exemption, exception or permit under the Sanctions or (iii) owned or controlled by any person subject to Sanctions. AXPLORA may refuse to supply and terminate these Terms and Conditions and any business relationship for any party or jurisdiction which is subject to Sanctions.

16. Personal Data Protection

16.1 Each Party acknowledges that in the performance of these Terms and Conditions, and the delivery of any documentation hereunder, Personal Data (as defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or any other applicable data protection legislation) may be generated, disclosed to a Party, and may be incorporated into files processed by either Party or by the affiliates of either Party.

16.2 Each Party therefore agrees, and hereby expressly consents, as follows: (i) Personal Data will be stored as long as such data is necessary for the performance of these Terms and Conditions, as well as for maintaining historical records; (ii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other Party, and that it has obtained the necessary consents from the relevant third-party data subjects to so disclose such Personal Data; (iii) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (iv) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction.

17 Force Majeure

17.1 Should either Party be prevented from performing its obligations (other than the payment of money) by force majeure, such as acts of nature, regulation or other action or failure to act of any government or agency thereof, fire, explosion, riots, war or insurrection, labor disturbances, epidemic, shortage of raw materials or other production resources or any other event beyond the prevented Party's reasonable control ("**Force Majeure Event**"), the prevented Party shall, within thirty (30) days of the event, give the other Party notice and provide further information about such Force Majeure Event.

17.2 If a Force Majeure Event occurs, no Party shall be responsible for any damage, increased costs or loss which any other Party may sustain by reason of the inability to perform, or delayed performance resulting from such Force Majeure Event, and such inability or delay shall not be deemed a breach of these Terms and Conditions agreement between the Parties. If a Force Majeure Event occurs, AXPLORA shall also be entitled to partially or completely rescind these Terms and Conditions without any damages being owed.

17.3 The Party claiming the Force Majeure Event shall take appropriate commercially reasonable means to minimize or remove the effects of the Force Majeure Event and to resume the performance affected by the Force Majeure Event.

18. Hardship

18.1 AXPLORA shall have the right to terminate a contract or a Customer Purchase Order or an Order Confirmation with immediate effect in case of material changes resulting in an excessive burden for AXPLORA to fulfil its obligations and making the performance of the contract or of the Customer

Purchase Order or of the Order Confirmation unbalanced from an economic or financial standpoint.

19. Miscellaneous

19.1 These Terms and Conditions and the parties' respective rights or obligations hereunder, other than monetary claims, may be assigned or delegated only with the consent of the other Party, except, in the case of AXPLORA, pursuant to a merger, consolidation or reorganization where the surviving entity is obligated to abide by these Terms and Conditions. These Terms and Conditions shall be binding upon and accrue to the benefit of the successors and permitted assigns of the Parties.

19.2 The failure by either Party at any time to enforce any of the terms of these Terms and Conditions between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.

19.3 If any portion of these Terms and Conditions is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and these Terms and Conditions shall be construed as if such portion had not been included herein.

19.4 Customer agrees that AXPLORA may reference Customer as an AXPLORA and/or Axplora customer and use Customer's name and logo in sales presentations, and with prior Customer approval in marketing materials and press releases.

20. Governing Law and Jurisdiction

20.1 These Terms and Conditions between the Parties shall exclusively be governed by and construed under the laws of AXPLORA's place of incorporation without regard to its principles of conflicts of law and excluding the application of the United Nations Convention on Contracts for International Sale of Goods.

20.2 Except as set forth in Section 7.4, any and all disputes arising in connection with these Terms and Conditions, the Services or the Products shall be exclusively settled by the competent courts of AXPLORA's place of incorporation. However, AXPLORA reserves the right to bring any dispute before the courts of Customer's jurisdiction of incorporation.