

GENERAL TERMS OF PURCHASE (« GTP »)

1. PURPOSE

Subject to any Particular Terms of Purchase agreed between the Purchaser and the Supplier, these General Terms of Purchase (“GTP”) determine the terms and conditions applicable to the supply of goods, equipment, parts (the “Goods”) or the performance of services (the “Services”) by the supplier (hereinafter the “Supplier”) to the company issuing the Order (the “Purchaser”), which shall be one of the following:

Roquette India Private Limited, having company identification number U15326MH2010PTC310407 and further having its registered office at 3rd Floor, Oberoi Commerz II, International Business Park, Oberoi Garden City, Goregaon (East), Mumbai, Maharashtra, India, 400063,
Or,

Roquette Health & Pharma Solutions (India) Private Limited having its registered office at B-7/41, First Floor, Safdarjung Enclave, New Delhi, India, 110029 ,
Or,

Sethness Roquette India Limited having its registered office at 17/18/19 Gujarat Vepari Maha Mandal, Odhav Road, Ahmedabad, 382410 Gujarat, Inde,
Or,

Crest Cellulose Private Limited, having its registered office at Plot No. 12 & 13, APIIC Industrial Park, Menakuru Village, Naidupet Mandal, SPS Nellore District Nellore, 524 004 Andhra Pradesh, Inde,

Each entity being incorporated under the laws of India

The Purchaser and the Supplier are hereinafter referred to as individually the “Party” and collectively the “Parties”.

The parties agree that these are General Terms of Purchase are as reflected on the over leaf of the Purchase Order issued by the Purchaser and need not be executed or countersigned by either the Supplier or the Purchaser. Acceptance of the Purchase Order by the Supplier, shall mean tacit acceptance of these General Terms of Purchase, and these General Terms of

Purchase shall be binding upon the parties for the purposes of the deliverables under the Purchase Order. No other terms, including any back of invoice terms of the Supplier shall be applicable, unless there is executed agreement to the contrary between the parties.

2. CONTRACTUAL DOCUMENTS

2.1 The entire agreement between the Parties shall consist of the following documents, which are hereby incorporated by reference into the Agreement and each Order, and which are listed in order of precedence in the event of a conflict between them (the “Agreement”):

- the Particular Terms of Purchase and its appendices if any,
- the GTP,
- the Specifications the Supplier Quality Agreement if any, Roquette’s policies and procedures for onsite services, including the Charter for External Contractors if applicable,
- the Code (as defined herein),
- Supplier’s insurance certificate and
- the Orders

2.2 All documents other than those mentioned in article 2.1 shall not be applicable between the Parties, unless otherwise specified in the Particular Terms of Purchase or in the Order. Any reference to any of Supplier’s specifications, bid, proposal, offer or quote in the Agreement or an Order shall mean and include only the price, schedule, quantity, and technical terms of Supplier’s specifications, bid, proposal, offer or quote, as applicable, and expressly excludes any of Supplier’s general terms and conditions.

2.3 Any modification to the Agreement must be in writing and shall be in the form of an addendum or an amendment.

3. DEFINITIONS

3.1. **“Frustration of contract”** shall mean such unforeseen event, out of control of the affected party which could not have been prevented by the affected party and which makes the performance of such party’s obligations under this Agreement impossible.

3.2. **“Improper Payment”** means any bribe, improper rebate, payoff, kickback, or any other item of value provided with the intent to obtain or secure an undue business advantage;

3.3. **“Intellectual Property Rights”** means all rights, registered or not, including copyrights and neighbouring rights (including rights in software and databases), rights to inventions, patents, patent applications, utility models, trademarks, trademarks applications, designs, patent designs, sui generis rights of database producers, domain names, rights in legal names, trade names and brands, formulas, processes, knowledge, methods, algorithms, specifications, data, rights related to know-how, trade secrets, commercial and industrial secrets, all property rights attached to the above-mentioned rights or any form of similar protection worldwide.

3.4. **“Order”** means any and all purchase order(s) and amendments thereto, placed by the Purchaser under these GTP, providing without limitation the description (quality and quantity) of the Services and/or of the Goods, the date and place of Delivery of the Goods or performance of the Services. An Order may be composed of an open order associated with call ups, in which case, the call ups will specify the quantities and Delivery/performance dates for the Goods and/or the Services. The open order is not binding for the Purchaser on quantity and/or financial commitments. However, the Supplier shall be able to perform and/or produce and deliver a quantity of Goods and/or Services in line with the open order (the “Guaranteed Capacity”).

3.5. **“Particular Terms of Purchase”** means the deviations or additions to the GTP that are agreed in writing by the Parties.

3.6. **“Specifications”** means the technical requirements agreed by the Parties.

3.7. **“Supplier Quality Agreement”** means an agreement incorporated by reference in any Order defining the minimum quality requirements expected by the Purchaser.

4. ISSUING, EFFECTIVE DATE AND TERM OF THE AGREEMENT

4.1. **Issuing** The Agreement's documents – as listed in article 2 – may be in electronic form (digital copy sent by email, or electronic signature by the use of a method such as the DocuSign process or any other electronic signature process which is compliant with the applicable national and international regulations) and as such they have, in electronic form, the status of originals.

4.2. Under no circumstances does the Agreement give Supplier exclusivity for the supply of any Goods and/or performance of Services, nor does it entitle the Supplier to any minimum volume of purchase.

4.3. **Acceptance and Effective date** The Supplier shall acknowledge receipt of the Order within two (2) working days from the Order's date. In the event the Supplier has reservations to the Order, the Supplier must communicate them in writing to the Purchaser in the acknowledgement of receipt. By communicating reservations, the Supplier makes a counter-offer which may be accepted by the Purchaser. In the absence of acknowledgment of receipt, the Order shall be deemed accepted without reservation by the Supplier upon expiration of the two (2)-day period or upon beginning of performance of the Order by the Supplier. The Agreement shall be formed upon acceptance of the Order by the Supplier, or acceptance of the counter-offer of the Supplier by the Purchaser, under the aforementioned conditions.

5. MODIFICATIONS AND EXEMPTIONS

5.1. The Purchaser may, at any time, request modification(s) in the Specification or any other provision of the Agreement. If such modifications affect the cost, time or any condition required for performance of the Agreement, the Supplier shall submit to Purchaser promptly in writing, but in no event later than ten (10) days after the receipt of the Purchaser's notice of modification, a request for equitable adjustment to the price, delivery schedule

and/or other provision – as the case may be. The Parties shall promptly negotiate an amendment to the Agreement to provide for an equitable adjustment. In the absence of such request, the Supplier shall be deemed to have waived its rights for an adjustment and shall carry out the requested modifications, and the Purchaser shall be entitled to assume that such modifications will not have any impact on any material term of the Agreement, including delivery schedule, warranties and price. When (a) the continuance of the performance of the Order under the original conditions is likely to be detrimental to the Purchaser, (b) the change consists of a suspension of the works performed under the Agreement, or (c) there is urgency proposed by the Purchaser, the Supplier shall implement the modifications without delay, notwithstanding that the Parties have not yet negotiated on any equitable adjustment. In parallel, the Parties will continue to negotiate in good faith an equitable adjustment to the Agreement.

5.2. Under any other circumstances resulting in or relating to any modification(s) in the Specification or any other provision of the Agreement, other than as set out under article 5.1 herein, including whether such modifications result from Supplier's failure to comply with the Order any change in local, national or international requirements, change in standards, change in any other applicable legal or regulatory requirements affecting the Item and/or for any other reason whatsoever, shall be to the sole expense of the Supplier.

6. DELIVERY TIMES

6.1. **Deadlines.** Compliance with deadlines for Delivery, performance of the Services, or repair or replacement of the Goods/Services is an essential element of the Agreement. Supplier shall notify Purchaser immediately of any event which could lead to a delay in the performance of the Order, and shall set out, and agree on a

corrective action plan to minimize such delay(s) with the Purchaser.

6.2. **Delay.** Any delay by Supplier shall be deemed a material breach of the Agreement.

Any delay in delivery or performance shall, ipso jure, be subject to the application of liquidated damages on Supplier without any prior written notice or formalities, at a rate of 0.5% of Order value per week for delay, maximum up to 5% of the Order value as a genuine pre-estimate of damages as agreed between the parties or any other rate as specified in the Particular Terms of Purchase, if any. Purchaser reserves the right to claim additional remedies and damages for the delay from the Supplier in the event its actual loss exceeds the amount of liquidated damages.

7. DELIVERY, TRANSFER OF RISK AND TITLE, ACCEPTANCE

7.1. The delivery of Goods shall be made in compliance with ICC Incoterms® 2020 as provided in the Order (the "Delivery"), failing such provision, it shall be made in compliance with DDP Incoterms® 2020.

7.2. The transfer of title shall pass upon Delivery of the Goods, or upon payment by Purchaser, whichever is earlier. Risks relating to the Goods are transferred to the Purchaser upon Delivery of the relevant Goods.

7.3. The Goods must be delivered with all the documentation required for their use, storage and maintenance (if applicable), as well as a delivery slip, featuring the Order number, full description and quantities, as well as the place of Delivery.

7.4. Where applicable, the acknowledgment of receipt or use of the Goods or Services by the Purchaser, whatever the form, including the receipt slip provided to the transporter (or Supplier as the case may be) does not constitute acceptance of the delivered Goods or Services. The Goods and Services shall not be deemed accepted until Purchaser has had full opportunity to inspect the relevant Goods and Services and conduct all testing to check if the

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Goods and Services match with the Specifications or otherwise, in accordance with the Purchaser's standard technical acceptance process. Such inspection and testing will be done within a reasonable time following delivery of the Goods and performance of the Services, unless a specific time frame is contained in the Order or Specifications.

7.5. Purchaser may, at its discretion and without prejudice to any claim for remedies and damages, either refuse non-compliant Goods and/or Services and demand their replacement, reiteration or the implementation of corrective measures, free of charge, or cancel all or part of the Order and demand the reimbursement of the amounts already paid or the costs incurred. In the event the Goods and/or Services are rejected, the Purchaser shall i) hold title and a possessory lien over the said non-compliant Goods/Services until the full reimbursement of the amounts owed by Supplier and ii) be free to bill the administrative costs generated by the processing of the observed instances of quality non-compliance at a minimum fixed rate of 300 EUROS per non-conforming Good/Service where it is detected in the Purchaser's premises; or 1000 EUROS where the non-conformity is detected after delivery of the Good to an end-customer. For the purposes of this Agreement, all amounts stated in EUROS shall be deemed payable in their equivalent value in Indian Rupees, calculated at the exchange rate in effect on the date of execution of this Agreement.

7.6. The Purchaser is entitled to refuse any Delivery which does not match the amounts/quantities specified in the Order (insufficient or surplus amounts).

7.7. The return of Goods shall be conducted at the expense and risks of Supplier.

8. SPECIFIC GOODS, TOOLINGS AND EQUIPMENT FINANCED OR MADE AVAILABLE AS PART OF THE ORDER

8.1. Specific goods, toolings and equipment made available for the performance of the Order, either directly by the Purchaser to the Supplier or manufactured by the Supplier on behalf of and at the expense of the Purchaser, in full or in part, shall be the property of the Purchaser and must be marked by the Supplier to indicate the Purchaser's ownership. Such goods, toolings and equipment shall be fully insured by the Supplier until they are delivered to the Purchaser. Such specific goods, toolings and equipment must be used only for the performance of the Order and returned to the Purchaser upon request, without Supplier being entitled to any possessory lien. Potential repairs and maintenance of said equipment, toolings and goods shall be carried out by the Supplier. Supplier shall i) maintain specific goods, toolings and equipment in a normal operating condition, as necessary for the performance of the Order, and ii) replace them at no additional expense to the Purchaser.

8.2. The Supplier shall be solely liable for any damage resulting from the use of these specific goods, toolings and equipment, and for any damage resulting from a defect in such goods, toolings and equipment of which the Purchaser was unaware.

9. ETHICS AND COMPLIANCE, FIGHT AGAINST UNDECLARED WORK

9.1. Throughout the term of the Agreement, the Supplier agrees to comply with (a) Roquette's Supplier Code of Conduct (the "Code"), a in the form available at <https://www.roquette.com/commitments/ethics-compliance/codes-conduct>, or if applicable, in the form executed by Supplier or accepted by Supplier via tick-box, and (b) all labour, worker, health and safety, environment, food safety, anti-bribery, and other laws applicable to Supplier, as well as the international human rights and labour standards referred to in the Code. This Code constitutes an integral part of the Agreement.

9.2. In the event that the Supplier becomes aware of any violation or suspected violation of the Code during the term of the Agreement, the Supplier agrees to raise the issue immediately to the Purchaser's attention by making a report on such issue on Roquette's alert line called "SpeakUp": through the following link: <https://roquette.speakup.report/fr-FR/RoquetteSpeakUpline/home>

9.3. The Supplier agrees that any non-compliance with or breach of the Code, or of these provisions relating to the Code, is considered to be a material breach of the Agreement by the Supplier giving the Purchaser a right to terminate the Agreement with immediate effect, without notice or any obligation to compensate the Supplier, and without prejudice to any other rights available to the Purchaser whether in law or in contract.

9.4. The Supplier shall comply with all applicable laws, rules, regulations and guidelines (as may be amended from time to time) in respect of performance of the Services and employment / engagement of the manpower deployed for such Services including but not limited to (a) disbursement / deposit of applicable contractual and statutory payments to such manpower or competent governmental authorities (as the case may be), such as employees' provident fund contributions, employees' state insurance fund contributions, labour welfare fund contributions, and building and other construction workers' welfare cess (as applicable); (b) maintenance of personnel and services records; (c) provision of statutory benefits; (d) adherence to mandatory health and safety requirements; and (e) compliance with work time requirements such as compliance with prescribed working hour limits, overtime payment, and maintenance of requisite records to reflect the hours worked by its manpower. Where the Supplier has engaged subcontractor(s) in accordance with Clause 20 of the Agreement and deployed or utilised the manpower of such

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subcontractor for discharge of Services (or any part thereof), it will be the sole responsibility of the Supplier to procure compliance with this Clause from the subcontractor. The Supplier shall submit to the Purchaser supporting documents pertaining to the Supplier's and/or the subcontractor's compliances under applicable labour laws vis-à-vis the manpower deployed for rendering of Services, as and when required by the Purchaser (subject to the Purchaser providing a reasonable advance notice for such requisition). The Supplier agrees to indemnify and hold harmless the Purchaser and its affiliates, and their respective officers, directors, shareholders, employees, agents and other personnel, from any liabilities, taxes, causes of action, proceedings, penalties, damages, claims or demands (including the costs and expenses and reasonable attorneys' fees on account thereof) that may be made in respect of the Supplier's or the subcontractor's non-compliance with the applicable labour laws.

9.5. Supplier represents and warrants its compliance with all tax, anti-money laundering, export control and economic sanctions, anti-corruption and anti-bribery laws and regulations (including but not limited to the Indian Prevention of Corruption Act, 1988, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act, 2010, the French anti-corruption law Sapin II, 2016, the applicable financial recordkeeping and reporting requirements of the applicable anti-corruption regulations, the Indian Prevention of Money Laundering Act, 2002, and any anti-corruption laws in effect in the jurisdictions where the Purchaser conducts business, and where the Supplier is incorporated and conducts its business from.).

9.6. Supplier represents on behalf of itself and its partners, employees, agents, representatives, officers, directors, and managers, that i) no payment or transfer will be allowed in relation to corruption, public or commercial bribery, or any

conduct that may be seen or construed as breaching any applicable Anti-Bribery and Corruption ("ABC") regulations, ii) Supplier will not accept or allow any kind of extortion, bribery, money laundering, unfair competition or commercial practice or any tort or improper act to carry out its business or obtain any other benefit.

9.7. Supplier represents and warrants that none of its activities constitute a breach of any applicable ABC regulations and that it is not under any investigation for breaching any applicable ABC regulations.

9.8. The Parties shall work with reliable partners not included in any government-published restrictions or prohibition lists.

9.9. Purchaser shall be allowed to audit the Supplier at any time, either directly or through an independent third-party.

9.10. In case Supplier is not complying with such ABC regulations Purchaser will be entitled to i) request Supplier to implement appropriate policies and processes within a reasonable timeframe; or (ii) suspend and/or terminate any ongoing Order at Supplier's fault.

9.11. The Supplier represents and warrants that it is not a government official and that no government official owns interest directly or indirectly in the Supplier.

9.12. The Supplier warrants that the conditions of these aforesaid clauses are equally applicable downstream to its own suppliers and vendors.

10. PERFORMANCE OF THE AGREEMENT

10.1. **General.** The Supplier must perform the Order in accordance with the Agreement, all laws, regulations, and standards applicable to the Goods/ Services, and state of the art practices. The Supplier has an obligation of results with regards to the compliance with the aforementioned commitments. The Supplier warrants it has the authorization, expertise, resources and organization required to meet technical, commercial, logistical, security and quality requirements of the Agreement and shall perform the Agreement with all due care

and skills. The Supplier shall, within twenty-four (24) hours of its detection, inform the Purchaser of any fault or incident related to the Goods and/or Services or to the performance of any of its contractual obligations.

10.2. **Default in the performance of the Agreement.** If the Supplier is unable to meet any of its contractual obligations, including the Specifications of the Agreement, the Purchaser shall be allowed to, at its sole discretion: (i) involve a third party, at the Supplier's expense, to perform the Agreement, in lieu and in place of the Supplier, (ii) suspend the performance of the Order at the risk, account and expense of the Supplier, or (iii) terminate the Agreement and in any case, (iv) claim all associated costs and damages from the Supplier.

10.3. **Corporate changes.** The Supplier must inform the Purchaser of any major change likely to affect the performance of the Agreement by the Supplier, the commercial position of the Purchaser or create a conflict of interest with the Purchaser (each a "Detrimental Impact"), regarding (i) their legal situation (including notably their shareholders), (ii) their organization, (iii) their premises or resources, (iv) their scope of activity, (v) their certificates, qualifications and authorizations or (vi) their manufacturing process. If the Purchaser deems that this change may have a Detrimental Impact on the Purchaser, then the Purchaser is entitled to terminate any Order.

10.4. **Purchaser's quality requirements.** For the Goods and Services used or involved in the manufacturing or supply chain process, compliance with Supplier Quality Agreement terms and conditions is a material obligation of the Supplier.

10.5. **Audits:** Provided it informs Supplier five (5) calendar days in advance, Purchaser shall be entitled to conduct audits at the facilities of Supplier or its subcontractors, or at any other site.

Such prior notice shall not apply in case of proven or suspected major breach in the

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performance. Such audits may cover compliance with any of Supplier's obligations, including but not limited to contractual, regulatory, safety, manufacturing, quality, ethics and compliance requirements and best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences and shall be kept confidential in accordance with article 17. Upon request, Supplier shall make available to Purchaser all relevant documents pertaining to the performance of the Order. In the event that a non-compliance of Supplier is discovered, the costs of the audit or assessment will be borne by Supplier. Such audits and/or quality controls shall not lessen Supplier's responsibility, in particular with regard to the extent of its own controls, and shall not affect Purchaser's right to refuse all or any portion of the Services and/or Goods. Supplier shall provide to Purchaser all assistance necessary for carrying out such audits and/or quality controls.

10.6. Duty to inform Supplier shall inform Purchaser of the required conditions (including technical conditions) for the performance of Services or Delivery of Goods and to inform, advise and warn the Purchaser about all risks related to the Goods and Services, especially risks to safety and health, whatever the Purchaser's level of skills. Before submitting a bid, performing or delivering any Order, the Supplier shall proceed with a careful examination of the information provided by the Purchaser and shall request from Purchaser any documents or information that may be lacking. Supplier shall inform Purchaser without delay of any and all irregularities, omissions, contradictions and inconsistencies between the information provided by the Purchaser and the best industry standards. The Supplier shall also inform the Purchaser without delay of any and all circumstances which may prevent the good performance of the Order. Failure to

inform the Purchaser or seek the information from the Purchaser as above mentioned shall preclude the Supplier from any right of recourse in relation thereto.

11. WARRANTY

11.1. General provisions Without prejudice to the warranties legally owed by the Supplier, the Supplier warrants that the Goods and Services, and each part thereof are provided (i) in compliance with the Specifications and the Supplier Quality Agreement if any, (ii) with all the skill and care to be expected of appropriately qualified and experienced professionals with experience in carrying out works of a similar type, nature and complexity ; (iii) in accordance with all laws and regulations applicable, in particular to the food, feed and pharmaceutical sector; (iv) in accordance with state of the art industry and technical standards; (v) free from any defect in design, materials or workmanship, and (vi) free of all encumbrances.

11.2 The Goods and Services and each part thereof shall be fit for their intended purposes (awareness of which purposes the Supplier acknowledges) and in particular for their operating life specified in the Specifications or as could be reasonably expected from the Purchaser, given the industry and technical standards, in a safe, economic and efficient manner and free from any risk to the health and well-being of persons using it or involved in the operation and management thereof and from any avoidable risk of pollution, nuisance, interference or hazard (the "**Operating Life**").

11.3. Warranty Period and related obligations Unless the Agreement provides otherwise, the warranty period shall be twenty-four (24) months from the acceptance date of the Goods and/or twelve (12) months from the acceptance of the Services (the "**Warranty Period**"). Supplier shall, at the Purchaser's discretion, promptly repair/reiterate or replace any defective or non-conforming Good and/or Services, at no cost to the Purchaser, when

such defect or non-conformance has occurred within the Warranty Period. Therefore, the Supplier shall, at the discretion of the Purchaser, (i) immediately replace/reiterate the concerned Good/Service, or make it suitable for its intended purpose, at no expense to the Purchaser, (ii) reimburse the Purchaser, or (iii) involve a third party to perform the replacement/repair/reiteration in lieu and in place of the Supplier, and/or to continue the performance of the Order, at the expense of the Supplier. All individual Good or Service subject to repair, reiteration or replacement shall benefit from a new Warranty period as from completion of the said repair/reiteration or replacement. The Supplier agrees hereby to indemnify the Purchaser for all losses and costs, including damages suffered as a consequence therefrom, sustained by Purchaser and its customers as a result of the unavailability of the Good or Service or, the degraded performance or non-compliance of the Good or Service. In addition, Supplier shall compensate Purchaser for all costs and damages suffered by Purchaser due to the defect/non conformity of the Goods or Services. The indemnification due by the Supplier to the Purchaser shall cover all costs incurred as a result of the non-conformity and shall include, without limitation, the costs of root cause analysis, expertise and tests, any safeguard measures taken by the Purchaser and by customers, transportation, dedicated personnel overcharges, any delivery delay incurred by the unavailability of the Goods, any loss of production or revenues incurred as a consequence of the defect.

11.4. Availability of spare parts The Supplier guarantees the availability of all replacement parts necessary for the proper functioning of the Goods or for the proper use and operation of the Services performed for a duration of not less than the Operating Life of the Goods and Services, as provided in 11.2.

12. INVOICING – PAYMENT

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12.1. **Prices.** Unless otherwise mentioned in the Order, the prices of the Order are fixed and firm. They cover the entirety of the service or transaction for the duration of the Order. It is clarified that, except for income tax, the prices shall be exclusive of any other applicable taxes, viz goods and services tax, value added tax, excise duty, cess, etc.

12.2. **Invoicing.** The invoice shall be issued in the name of Supplier's entity mentioned in the Order. Invoices shall be sent to Purchaser's entity and address as specified in the Order. Each invoice shall only relate to a single Order and specify the corresponding Order number and the explicit acceptance by the Purchaser. No charges can be invoiced in addition to the price provided in the Order, without prior written consent of the Purchaser. The issuance date of the invoice must comply with the payment milestones as provided in the Order if any, otherwise, the Supplier may issue its invoice on the completion date of the Services or the Delivery date of the Goods. All invoices raised by the Supplier shall be issued in accordance with the provisions of the Central Goods and Services Tax Act, 2017, read together with any rules and regulations made thereunder ("**GST Laws**"). All invoices shall have reference to the GST identification number of the Supplier as applicable and shall also mention the respective supply address of Purchaser as per the place of supply rules applicable under the GST Laws. In case of an acceptance or verification procedure of the Goods or Services, the Supplier shall issue the invoice at the time of acceptance of the Goods or Services, but not later than thirty (30) days after completion of the Services or at the time of Delivery of the Goods. The Supplier shall undertake necessary compliances (including reporting and payment of tax) in accordance with Indian Goods and Services laws so as to make the input tax credit available to the Purchaser. In case any loss is incurred by the Purchaser on due to non-compliance by the Supplier, the Supplier shall

indemnify the Purchaser for such loss of input tax credit, interest, penalty, fine, etc.

12.3. **Payment.** The payment time for invoices shall be 45 days end of month, from the invoice date, calculated as follows: end of the month in which the invoice is issued, plus 45 days. As an exception, (i) invoices for transportation services shall be due 30 days net from the invoice date and (ii) summary invoices shall be due 45 days net from the invoice date.

12.4. **Late payment penalties.** Any delay in payment shall not ipso jure, lead to the imposition of a penalty. In no event shall any claim for penalty exceed a flat rate of 40 euros. In case of dispute of any item of the invoice by the Purchaser, the obligation to pay the amount in dispute shall be suspended. No late payment penalties shall apply.

12.5. **Taxes.**

12.5.1. The Purchaser shall be entitled to deduct and withhold from the amount payable to the Supplier any tax required to be withheld under applicable law. Any tax so deducted and withheld shall be treated as having been paid to the Supplier.

12.5.2. Any income tax payable in India under any applicable law on sale of Goods and provision of Services will be the sole liability of Supplier.

12.5.3. The Supplier will provide such information and documents as may be requested by the Purchaser, in the form and manner satisfactory to the Purchaser, to enable the Purchaser to withhold tax as per clause 12.5.1 above. The information and documents to be provided by the Supplier shall include, but not be limited to, the following:

12.5.3.1. A valid Permanent Account Number;

12.5.3.2. Declaration confirming that the Supplier is (i) a tax resident of India and (ii) not a specified person in accordance with section 206AB of the Income-tax Act, 1961.

12.5.3.3. Where the Supplier is a Non-Resident, the Supplier shall also provide the following as may be required by the Company:

(i) Tax residency certificate issued by tax authorities of the country where the Supplier is incorporated,

(ii) Form 10F filed electronically on the website of Indian income tax department, if the tax residency certificate of Supplier does contain the information prescribed under Rule 21AB of the Indian Income-tax Rules, 1962,

(iii) Declaration confirming that the Supplier is: (i) a non-resident of India; (ii) a tax resident of its country of incorporation; (iii) eligible to claim benefit of the tax treaty (if any) between India and the country of incorporation of the Supplier; and (iv) does not have a business connection and a permanent establishment in India, and (iv) Withholding tax order (if any) procured by the Supplier under Section 195 or Section 197 of the (Indian) Income-tax Act, 1961.

12.5.4. Any amounts payable by the Supplier to the Purchaser shall be duly grossed-up to the extent of any taxes (including withholding tax) payable by the Purchaser on such amounts, to ensure that the Purchaser does not have to bear liability for any taxes on such amounts.

12.5.5. The Supplier shall make all the necessary tax filings (including filing of any income tax return) in relation to the sale of Goods and performance of Services, under the applicable laws with the relevant tax authorities within the statutory time periods prescribed under the applicable law.

12.5.6. Notwithstanding anything to the contrary contained in this Agreement, any taxes levied on the Supplier in relation to the transactions contemplated under this Agreement including taxes recoverable from the Purchaser (i) as a representative assessee and/or (ii) due to alleged default in withholding taxes shall be borne by the Supplier and Supplier agrees to indemnify and hold harmless, the Purchaser in this regard.

13. LIABILITY AND INSURANCE

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13.1. General liability and indemnification.

The Supplier shall indemnify Purchaser for all losses, damages, and expenses (including legal fees) suffered or incurred by the Purchaser : (a) when these damages are the result of full or partial failure of the Supplier or of its subcontractors to observe or comply with one or more of their obligations under the Agreement including non-exhaustively (i) all internal costs, (ii) any amount to be paid by the Purchaser to its customers, (iii) all fees related to the involvement of a third party required by the Purchaser to fulfil or correct the Order in lieu and in place of the Supplier, and (iv) all losses of revenue, profits, production, operations or products incurred by the Purchaser as a consequence of such failure or omission, (b) arising from any negligent or reckless act or omission, or willful misconduct, of Supplier or its subcontractors; or (c) arising from any bodily injury, death of any person, or damage to real or tangible personal property occurring in connection with the performance of an Order by Supplier or its subcontractors.

13.2. Insurance The Supplier shall subscribe and maintain, at its own costs, with insurers of recognized reputation and solvability, the insurance policies described hereunder, that are required for the coverage of its liabilities set forth above in reasonable amounts satisfactory to the Purchaser. Should the limit of coverage subscribed by the Supplier be in excess of the amount requested in this article then the Purchaser shall have the benefit of the full policies:

13.2.1. a comprehensive general liability insurance policy (including bodily injury, product liability, error and omission and/or professional liability and other damages caused to the Purchaser, third parties and property including financial and pure financial losses),
for a minimum (i) aggregate amount of one (1) hundred nine million six hundred seventy-five thousand (109 675 000)

INR per occurrence and per year (ii) including a sublimit of fifty-four million eight hundred thirty (54 830 000)

INR per event and per year for financial and pure financial loss (including recall costs).

13.2.2. For hazardous materials, Aa pollution liability insurance policy (including Environmental Impairment Liability, Environmental Liability and a clean-up costs coverage). The insurance shall be written on an "occurrence" basis with a minimum limit of fifty-four million eight hundred thirty (54 830 000 INR) INR per occurrence; if the policy is written on a "claims made" basis, coverage for the Purchaser shall be maintained for at least five (5) years following the termination of the Agreement.

13.3. The Supplier shall provide the Purchaser with insurance certificates specifying the coverage amounts, and various categories of damages covered Supplier shall notify the Purchaser of any incident within twenty-four (24) hours of its occurrence, it being understood that if a forfeiture is imposed by the Supplier's insurers, the resulting costs of the incident shall be borne by the Supplier. The Supplier shall ensure that its insurers fully accept the provisions of this article.

13.4. The Supplier's insurance coverage may in no way be construed as a limitation of the Supplier's liability and the Purchaser reserves the right to claim sums over and above the said amounts. Under no circumstances may the deductibles applicable to the Supplier be applicable to Purchaser.

14. TERMINATION

14.1. The Agreement may be fully or partly terminated by either Party by written notice sent by registered letter with acknowledgement of receipt or overnight courier (e.g. DHL) by either Party to the other Party in case of:

☐ full or partial failure of the other Party to perform any obligation under the Agreement, that is not cured within thirty (30) days after written notice sent by registered letter with acknowledgement of

receipt or overnight courier (e.g. DHL) to the other Party,

☐ Event of Frustration of contract affecting the other Party, or

☐ breach of a law or regulation by the other Party.

14.2. The Agreement may be fully or partly terminated by the Purchaser by written notice sent by registered letter with acknowledgement of receipt or overnight courier (e.g. DHL) in case of:

☐ Supplier assigns an Order or the Agreement in violation of these GTP, or

☐ a change in control of the Supplier, which could, in the Purchaser's opinion, adversely impact or be detrimental to the Purchaser.

14.3. In addition to the abovementioned termination right, the Purchaser may require the Supplier to (i) reimburse immediately the Purchaser for all sums paid exceeding the value of the Goods or Services delivered and accepted in accordance with article 7.4, (ii) indemnify it for all costs or expenses incurred as a result of a default or delay in accordance with article 13.1, including any additional costs or damages incurred for completing the Order itself or entrusting the performance of the Agreement to a third party.

14.4. The Purchaser may at any time terminate any Order in whole or in part, subject to the payment to the Supplier of all direct amounts due at the date of termination of the Order(s) for the Services or Goods successfully completed for the account of the Purchaser and accepted (acceptance not to be unreasonably withheld) at the date of such termination ("Termination Lump Sum Amount"). Such Termination Lump Sum Amount shall be the sole right and remedy of Supplier on account of such termination.

14.5. The Supplier shall, within seven (7) days of receipt of the termination notice, put at the disposal of the Purchaser or of a third party appointed by the Purchaser the finished part of the Goods and Services, including without limitation the documents used for the carrying out of the Goods and Services, and any data, books, manuals,

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plans, information, developments etc. in connection with the performance of the Order. The Supplier shall also assign to the Purchaser all the rights arising under sub-contracting agreements entered into by the Supplier in connection with the Agreement.

14.6. The termination of an Order for any reason shall be without prejudice to the rights and obligations accrued up to during the Agreement, including the date of such termination.

14.7. In case of termination of an Order, at the Purchaser's first request, the Supplier shall promptly proceed with operations such as to allow the Purchaser to take over the Agreement, directly or indirectly, under the best conditions and over such period as may be required, in order to ensure continuity in the supply of the Goods and/or performance of the Services and not to disrupt Purchaser's activity.

15. REVERSIBILITY OF SERVICES

15.1. For Services only, the purpose of reversibility is to allow the Purchaser or the new service provider appointed by the Purchaser to recover all the data and information necessary to operate and continue the Services, under the best conditions.

15.2. Reversibility of the Services is provided at no additional cost by the Supplier for the three (3) months following the termination or expiration of the Agreement or any other period agreed by the Parties. The Purchaser will actively work with the Supplier to facilitate such reversibility.

15.3. The Supplier undertakes, as a substantial condition under the Agreement, to submit to the Purchaser for validation a reversibility plan, within six (6) months following the signing of the Agreement. This plan must include: the technical data sheets of each Service, the human and material resources to be allocated to it, all licenses, equipment, spare parts and tools necessary for their operation. The plan must also describe the technical assistance arrangements enabling an adequate

transfer of the Services to be implemented in the event of activation of the reversibility plan. The Supplier shall, each quarter from the delivery of the initial plan, provide the Purchaser with an updated version of such plan.

15.4. At the Purchaser's request and without prejudice of article 15.2, the Supplier may perform technical assistance services for a further period of maximum three (3) months following the end of the Reversibility period set forth in 15.2., or any other period agreed by the Parties, for the Purchaser or the third party appointed by it, within the framework of reversibility. These assistance services shall be invoiced at the Purchaser's rate using the contractual invoicing bases or, failing this, an hourly rate in accordance with market practice. The Purchaser will notify this need before the end of the reversibility period set forth in 15.2.

16. PROGRESS PLAN *For maintenance Goods and Services.* Supplier shall propose optimization measures that generate savings by proposing improvements in processes and resources to carry out the Agreement. The implementation of these measures will be subject to the prior written consent of the Purchaser. The savings generated by these optimizations will be distributed between Supplier and the Purchaser, according to conditions defined in the Agreement. Unless otherwise agreed in the Order, Supplier will propose a progress plan with cost savings of at least 5% per year for Purchaser's approval.

17. CONFIDENTIALITY AND PUBLICITY

17.1. **Confidentiality** Each Party shall keep confidential, for the duration of the Agreement and five (5) years after its expiration and/or termination, all non-public, proprietary, or confidential information of any nature and in any form disclosed by the other Party during the pre-contractual phase, as well as during the performance of the Agreement. For the above-mentioned time period, each Party is prohibited, unless otherwise authorized by the other Party, f(i) using the other

Party's confidential information for purposes other than the performance of this Agreement, and (ii) disclosing the other Party's confidential information to any person or entity, except to its and its Affiliates' employees, agents, contractors, attorneys, accountants, and financial advisors who need to know the confidential information in connection with the Agreement (the "Representatives") and who are obligated to keep the confidential information confidential. Each Party shall be responsible for any breach of this clause caused by any of its Representatives.

Each Party may however disclose (i) confidential information to such persons as may be required by law, (ii) information in the public domain or which was or became available to the other Party on a non-confidential basis from a third-party (iii) information independently developed by the other Party without access to any confidential information.

The confidential information provided by the Purchaser remains its property. No right to use, license or otherwise exploit such information is granted to the Supplier.

17.2. **Publicity** Under no circumstances may the Agreement give rise to direct or indirect publicity without the prior and written authorization of the Purchaser.

18. INTELLECTUAL PROPERTY

18.1. **Proprietary Knowledge** All Parties shall maintain legal ownership of their proprietary knowledge, including but not limited to all elements of Intellectual Property Rights and titles held or controlled prior to the Agreement, or obtained, created or developed independently from the Agreement. If the use of Supplier's proprietary knowledge proves to be necessary for the use of the Goods and Services, the Supplier shall grant the Purchaser an assignable, non-exclusive and worldwide license to use such proprietary knowledge for the duration of legal protection of such proprietary knowledge or, as the case may be, the related Intellectual Property Rights,

the price of such license being included in the price of the corresponding Goods or Services.

18.2. Ownership of Foreground IP All Intellectual Property Rights resulting from the Agreement (hereinafter the "Foreground IP") will vest in the Purchaser, and the corresponding compensation is included in the price of the corresponding Goods or Services. If Intellectual Property Rights regulations do not allow this early transfer, the Supplier shall assign and transfer such Intellectual Property Rights to the Purchaser without any delay, demur or protest for no additional cost.

18.3. Infringement The Supplier shall indemnify the Purchaser against any actual or alleged infringement claims from third parties of any Intellectual Property Right related to the products and Goods which the Supplier uses or delivers to the Purchaser or an end customer as part of the Order. This indemnification shall cover any claims, damages, proceedings, rulings, expenses and costs (including legal fees) arising from an infringement of rights by the Supplier. In addition, the Supplier shall, at its own expense: either obtain for the Purchaser and/or the end customers the right to continue to use the delivered Goods, or replace or modify them so they cease to be infringing, while continuing to fulfil the purpose initially set out in the Order. These indemnity clauses and related obligations shall remain in effect as long as the delivered Goods are used by Purchaser or the end-customer.

19. FRUSTRATION OF CONTRACT

19.1. The Party affected by an event of frustration of contract, such that it cannot perform its obligations under the contract, whether partially or in full, shall immediately inform the other Party in writing of the same and shall take all reasonable steps to mitigate the consequences of such situation, in particular to avoid or limit non-fulfilment of whole or part of the contract for Delivery of the Goods and/or execution of the Services.

19.2. In case of any event of frustration of contract affecting Supplier's ability to performance hereunder, Purchaser may, at its option, purchase the Goods or Services from other sources and reduce its Orders to Supplier by such quantities, without liability to the Supplier, or require the Supplier to provide Goods or Services from other sources in quantities and at times requested by the Purchaser at the price set forth in the Agreement.

20. ASSIGNMENT – SUBCONTRACTING

20.1. The Supplier may not assign, transfer or sub-contract its rights and obligations under the Order, free of charge or against payment, except with the prior written agreement of the Purchaser. The Supplier shall remain liable to the Purchaser for any performance or non-performance of its obligations under the Agreement, whether by the Supplier or its permitted sub-contractors or assignees.

20.2. The Purchaser has the right to assign or transfer all or part of its rights and obligations to a third party, without requiring the consent of the Supplier.

21. EXPORT CONTROL

21.1. Each Party shall comply with the Trade Sanctions & Export Control Regulations, as defined in the Code of Conduct and as amended from time to time. Nothing in this Agreement shall be construed as requiring a Party to perform an obligation that is non-compliant with any Trade Sanctions & Export Control Regulations.

21.2. The Supplier is responsible for providing Purchaser with the export control classification of the Goods delivered under this Agreement, as well as the export control classification of the Services performed. The Supplier shall inform the Purchaser in writing of any change, or anticipated change, of the export control classification of the Goods and/or Services, if applicable.

21.3. Whenever all or part of the Goods or Services, if applicable, is subject to Trade Sanctions & Export Control Regulations, the Supplier shall:

- be responsible for requesting in time, all relevant licenses and authorizations required for the export and Delivery of the Goods to the Purchaser's sites;
- provide the Purchaser with a copy of the export license certificate.

21.4. It is the Supplier's duty to ensure that its subcontractors and suppliers comply with the Trade Sanctions & Export Control Regulations.

22. APPLICABLE LAW – JURISDICTION

22.1. Where the Supplier is a Resident Indian:

(i) The Agreement shall be governed and construed in accordance with the laws of India without reference to its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India.

(ii) The Parties specifically disclaim the application to the Agreement and/or any Order of the United Nations Convention on Agreements for the International Sale of Goods.

22.2. Where the Supplier is a Non-Resident:

(i) The Agreement shall be governed and construed in accordance with the laws of India without reference to its conflict of laws principles. The Parties specifically disclaim the application to the Agreement and/or any Order of the United Nations Convention on Agreements for the International Sale of Goods.

(ii) Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof ("Dispute") shall be exclusively referred to, at the request in writing by either Party, and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") as are in force at the time of any such arbitration.

(iii) All arbitration proceedings shall be conducted in English language. The physical venue of any arbitration hearing(s) shall be Mumbai, India. The arbitration

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clause in Clause 22.2 to Clause 22.8 shall be governed by the laws of Singapore.

(iv) The arbitral tribunal shall consist of 1 (one) arbitrator whom the Parties shall mutually agree upon within 30 (thirty) days of the initiation of arbitration, failing which such arbitrator shall be appointed by SIAC.

(v) The costs and expenses of the arbitration, including the fees of the arbitrator and the arbitrator, shall be borne equally by each Party to the Dispute in the first instance, subject to the arbitrator’s apportionment of the costs and expenses of the arbitration. The arbitrator would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the date of actual payment of such amounts.

(vi) Any award made by the arbitrator shall be final and binding on each of the Parties that were parties to the dispute. Judgment upon any arbitral award rendered hereunder may be entered by any court having jurisdiction, or application may be made to such court for a judicial recognition or acceptance of the award and an order of enforcement, as the case may be.

(vii) When any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

(viii) The Parties to the relevant dispute are entitled to seek injunctive and other extraordinary relief in any court of competent jurisdiction (to the extent permissible under the laws of the relevant jurisdiction) in order to enforce the other Party’s obligations hereunder. It is agreed that Sections 9, 27 and 37 (to the extent applicable) of the (Indian) Arbitration and Conciliation Act, 1996, shall be applicable in relation to any Disputes under this Agreement. For the avoidance of doubt, and without prejudice to Clause 22.6, any court of competent jurisdiction in India shall have the jurisdiction in relation to any

procedure under Sections 9, 27 and 37 (to the extent applicable) of the (Indian) Arbitration and Conciliation Act, 1996.

23. PERSONAL DATA PROTECTION

23.1 For the purposes of this clause, “**Data Protection Laws**” means any applicable data protection or privacy laws, including applicable laws in relation to cyber security and incident reporting. It shall include but not be limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“**General Data Protection Regulation**”) and French Law of 8 January 1978 known as the “Loi Informatique et Libertés” as amended.

23.2. **Data Protection Principles** The Parties shall adhere to the fundamental data protection principles of transparency, fairness, lawfulness, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality, irrespective of the jurisdiction in which they operate and respect all rights.

23.3. **Compliance with Data Protection Laws** The Parties shall to comply with Data Protection Laws and with the Purchaser’s privacy policy (accessible at <https://www.roquette.com/legal/data-protection/privacy-notices>) for the performance of the GTP.

23.4. **Cross-Border Data Transfers** If personal data is transferred to a jurisdiction that does not provide an adequate level of data protection, the Parties shall implement appropriate safeguards as required by applicable Data Protection Laws.

23.5. **Data Breach Notification** Each Party shall promptly notify the other Party of any data breach that may affect the rights and freedoms of data subjects, in accordance with applicable Data Protection Laws.

23.6. **Survival** This Data Protection Clause shall survive the termination or expiration of these GTP.

24. GENERAL

24.1. Unless otherwise specified, the rights and remedies described herein shall be on a non-exclusive basis.

24.2. Any provision declared null and void according to the applicable law or following a court ruling shall not be applicable and shall not affect the validity of the other provisions contained herein.

24.3. These GTP are for the sole benefit of the Parties hereto,. They confer no rights, benefits, or claims upon any person or entity not a party hereto. However, it is agreed that provisions of these GTP shall inure to the Parties’ respective successors and permitted assignees.

24.4. Any provision of these GTP that contemplates performance or observance subsequent to termination or expiration of an Order will survive termination or expiration of such Order, as applicable, and continue in full force and effect thereafter.

Duly approved and signed on _____ in two original counterparts/by electronic signature by the Parties:

Supplier

Purchaser