

## 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, or 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 Technophar Equipment and Service (2007) Ltd., incorporated under the laws of Canada, with a mailing address of 3265 Jefferson Blvd., Windsor, ON N8T2W7.

The Purchaser and the Supplier are hereinafter referred to as individually the “Party” and collectively the “Parties”. When the Purchaser acts on behalf of its Affiliates, it is merely to simplify the signature of an Agreement, and the Purchaser shall, in no event be responsible or liable for any action or omission of any of its Affiliates.

## 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, to the extent that they are incorporated into the Particular Terms of Purchase or into an Order either by reference or as an attachment, and only to the extent that they are technical specifications, not commercial or legal provisions,
- 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.

2.4 All contractual notices sent to Purchaser shall also be copied to [legalnoticesPNA@roquette.com](mailto:legalnoticesPNA@roquette.com)

## 3. DEFINITIONS

3.1. “**Affiliate**” means any company directly or indirectly (a) owning or/and controlling a Party or (b) controlled by a Party or (c) under common control with a Party, where “own” means direct or indirect ownership of 50% or more of the equity shares, and “control” means direct or indirect ownership of 50% or more of the voting rights.

3.2. “**Force Majeure**” is defined as any event which cause arose after the effective date of the Agreement and which was beyond the control, unforeseeable at the time of the effective date of the Agreement, and without the fault or negligence, of either Party, and which could not be prevented or avoided by appropriate measures.

3.3. “**Intellectual Property Rights**” means all rights, registered or not, including copyrights and neighboring 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 and/or executed by the Parties, defining the minimum quality requirements expected by the Purchaser.

3.8. “**Trade Sanctions and Export Control Regulations**” means any law, regulation, statute, prohibition, executive order or similar measure applicable to the Goods and Services, to Supplier and relating to the adoption, application, implementation, and enforcement of economic sanctions, export controls, trade embargoes, or any other restrictive measures.

## 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**

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 work performed under the Agreement, or (c) there is urgency, 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.

#### **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 be subject to the application of liquidated damages on Supplier without any prior written notice, at a rate of three percent (3%) of the total value of the Agreement per week of delay (beginning on the first day of the week) or any other rate as specified in the Particular Terms of Purchase, if any. The Parties agree that quantifying losses arising from delay is inherently difficult. The liquidated damages for delay are not a penalty but considered reasonable, based on the Parties' experience in the industry and the nature of the losses and costs incurred by Supplier's failure under this section. 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 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 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.

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

9.1. Throughout the term of the Agreement, the Supplier represents and warrants that it shall comply with (a) Roquette's Supplier Code of Conduct (the "Code"), 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 tax, anti-money laundering, export control and economic sanctions, anti-corruption and anti-bribery laws and regulations ("Compliance Regulations"). 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 Compliance 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.

9.2. In the event that the Supplier becomes aware or suspects behaviors that are contrary to the principles listed in 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 link below:

<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. Supplier represents and warrants that none of its activities constitute a breach of any applicable Compliance Regulations and that it is not under any investigation for breaching any applicable Compliance Regulations.

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

9.6. Purchaser shall be allowed to audit at any time Supplier either directly or through an independent third-party under the conditions set forth in §10.5.

9.7. In case Supplier is not complying with such Compliance Regulations or the Code of Conduct, 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.

## 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, after having fulfilled the required legal

process, (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 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 indemnify 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 11.1.

## **12. INVOICING – PAYMENT**

**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.

**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. 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 Delivery of the Goods.

**12.3. Payment.** The payment time for invoices shall be 60 days from the date of receipt of the invoice, unless a longer period of time is provided in the Order.

## **13. LIABILITY AND INSURANCE**

**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 fulfill 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 procure and maintain, at its own cost, with insurers rated A-, VII or better by A.M. Best, or the reasonable equivalent by another reputable rating agency, the insurance policies described hereunder, in reasonable amounts satisfactory to the Purchaser. Should the limit of coverage maintained by the Supplier be in excess of the amount requested in this article then the Purchaser shall have the benefit of the full policies. The coverage limits below are in Canadian dollars.

13.2.1. Comprehensive general liability insurance written on an occurrence basis (including coverage for contractual liability, completed operations, broad form property damage, personal injury, and products liability), with limits of at least \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The limits can be achieved with a combination of excess or umbrella coverage that follows form to the underlying policy.

13.2.2. Workers' compensation insurance in accordance with Applicable Law, and Employers Liability insurance written on an occurrence basis with limits of at least \$1,000,000 for bodily injury by accident, \$1,000,000 for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

13.2.3. Commercial automobile liability insurance written on an occurrence basis providing coverage for "any auto", all owned, hired, and non-owned motor vehicles used in connection with the Order, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage.

13.2.4. If Supplier is providing professional services, professional liability

/ errors and omissions insurance written on an occurrence basis with limits of at least \$2,000,000 each claim and annual aggregate.

13.2.5. If Supplier is supplying hazardous materials, pollution liability insurance (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 \$3,000,000 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.

13.2.6. All required insurance policies shall: (i) provide that such insurance carriers give Purchaser at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; (ii) waive any right of subrogation of the insurers against Purchaser and its affiliates, and their respective directors, officers, employees, agents; (iii) provide that such insurance be primary insurance and any similar insurance of Purchaser shall be excess and non-contributory; and (iv) name Purchaser and its affiliates, and their respective directors, officers, employees, agents as an additional insureds (except for professional liability, employer's liability and workers compensation).

13.2.7. The Supplier agrees to provide the Purchaser with insurance certificates specifying the coverage amounts, and various categories of damages covered. Under no circumstances may the deductibles applicable to the Supplier be applicable to Purchaser. 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 agrees to ensure that its insurers fully accept the provisions of this article.

13.2.8. 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.

## **14. TERMINATION**

14.1. The Agreement may be fully or partly terminated 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,
- Force Majeure notified by the other Party lasting more than thirty (30) days in the aggregate in a given calendar year, or
- breach of a law or regulation by the other Party.

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

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. TRANSITION OF SERVICES**

15.1. For Services only, the purpose of implementing a transition plan is to allow Purchaser or the new service provider appointed by the Purchaser to recover all of the data and information necessary to ensure Purchaser's business continuity and operation in relation to the Services upon termination or expiration of this Agreement. This clause applies exclusively to technical and maintenance contracts and explicitly excludes sharing competitively or commercially sensitive information or data unrelated and/or non-essential to ensure Purchaser's industrial continuity and operation in relation to the Services.

15.2. Transition of Services shall be provided at no additional cost by the Supplier for the three (3) months following the termination or expiration of the Agreement or any other reasonable and necessary period agreed by the Parties.

15.3. During that period, the Supplier commits to cooperating with the Purchaser to ensure the smooth transition of Services as described in article 15.1.

15.4. Any data or information disclosed during the transition process shall be strictly utilized to ensure the transition of Services as described in article 15.1. Such information must be limited as strictly necessary and must adhere to all applicable laws and regulations.

15.5. The Supplier shall, as a substantial condition under the Agreement, to submit

to the Purchaser for validation a reversibility transition plan, within six (6) months following the signing of the Agreement. This plan shall comprise: the technical data sheets of each Service, the human and material resources to be allocated to it, and all licenses, equipment, spare parts and tools necessary for their future operation ("Documents"). 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 transition plan. The Supplier shall, each quarter from the delivery of the initial plan, provide the Purchaser with an updated version of such plan. Purchaser may, at its sole discretion and at any time, request consolidated Documents. The Purchaser may request corrections or additions if the Documents are incomplete, which the Supplier shall address within an agreed timeframe. All Documents provided in the transition plan must be strictly necessary and proportionate to ensure Purchaser's industrial continuity and operation in relation to the Services.

15.6. At the Purchaser's request and without prejudice to article 15.2, the Supplier may perform technical services for a further period of a maximum of three (3) months following the end of the transition period set forth in 15.2, or any other reasonable and necessary period agreed by the Parties, for the Purchaser or the third party appointed by it, within the framework of the transition plan. 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 Supplier of this need before the end of the transition period set forth in 15.2.

15.7. The Parties shall comply with all applicable laws and regulations, including antitrust laws, when implementing this transition plan. The Purchaser warrants that any third-party recipient of the Supplier's information (e.g., a new service provider) is subject to equivalent confidentiality obligations to prevent the misuse or unauthorized disclosure of such information.

**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, (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 a Party without access to the other Party's 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 such Intellectual Property Rights to the Purchaser without 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 fulfill 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. FORCE MAJEURE**

19.1. The Party affected by Force Majeure shall immediately inform the other Party in writing and shall take all reasonable steps to mitigate the consequences of such

situation, in particular to avoid or limit any delay in Delivery of the Goods and/or execution of the Services.

19.2. During any Force Majeure affecting Supplier's performance, 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 subcontractors 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.

## **21. EXPORT CONTROL**

21.1. Each Party shall comply with all international and national Trade Sanctions & Export Control Regulations. 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. The Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. 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. Any dispute related to the Agreement itself, any interpretation, performance and/or termination of the Agreement will be resolved in the courts of the Province of Ontario and any appeals court thereof.

## **23. PERSONAL DATA PROTECTION**

23.1 For the purposes of this clause, "Data Protection Laws" means any applicable data protection or privacy laws. It shall include but not be limited to the Personal Information Protection and Electronic Documents Act (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 Additional Requirements.**

Supplier shall only process the personal information made available to (or accessed by) Supplier under the Agreement (the "**Personal Information**") in accordance with the written instructions of Purchaser, as a service provider to Purchaser, and only as necessary to provide the Goods and Services to Purchaser pursuant to the Agreement. Supplier shall not use the Personal Information for its own commercial purposes, shall not process the Personal Information outside of the direct business relationship with Purchaser, shall not sell or share the Personal Information, and shall not use the Personal Information for targeted advertising. Supplier shall not combine the Personal Information with information received from other sources. If Supplier wishes to engage a subcontractor to assist in processing the Personal Information for purposes of performing the Services under the Agreement, Supplier shall provide prior notice of any such subcontractor to Purchaser and shall enter into a written and binding contract with the subcontractor that requires the subcontractor to observe all requirements set forth in this Agreement. Supplier is responsible and liable for all acts and

omissions of its subcontractors. Supplier has implemented and shall maintain reasonable and appropriate technical, physical, and organizational security measures in accordance with industry best practices to ensure the security and integrity of the Personal Information and to protect the Personal Information from unauthorized access, use, exfiltration, and damage. Supplier shall, upon thirty (30) days prior written request from Purchaser, allow Purchaser to audit Supplier's policies, records, systems, and facilities that relate to Supplier's processing of the Personal Information to examine Supplier's compliance with the Agreement.

Duly approved and signed on \_\_\_\_\_ in two original counterparts/by electronic signature by the Supplier:

\_\_\_\_\_  
Supplier

**23.4. Compliance with Data Protection**

**Laws.** The Parties shall comply with privacy laws and with the Purchaser's privacy policy (accessible at <https://www.roquette.com/legal/data-protection/privacy-notice>) for the performance of the GTP.

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

**23.6. Survival.** This Section 23 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, including for the benefit of the Purchaser's Affiliates. 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.