

TERMS AND CONDITIONS OF PURCHASE OF SERVICES

Applicability. Each purchase order (“**Purchase Order**”) issued by the entity identified on the Purchase Order and/or any of its affiliates (individually or collectively, as applicable, “**Buyer**”) to a service provider (“**Service Provider**”) for services (“**Services**”) is subject to and governed by these terms and conditions of purchase (“**Terms and Conditions**”). Buyer hereby rejects any and all other terms (including Service Provider’s terms and conditions contained in any amendment, acknowledgement, invoice or other document delivered by Service Provider to Buyer before or after the date of the Purchase Order) offered by Service Provider or upon which Service Provider may condition any acceptance or confirmation of a Purchase Order. BUYER’S PURCHASE ORDERS ARE EXPRESSLY CONDITIONAL ON SERVICE PROVIDER’S ASSENT TO THESE TERMS AND CONDITIONS. BUYER HEREBY REJECTS ANY AND ALL OTHER TERMS REGARDLESS OF WHETHER SUCH OTHER TERMS ARE CONSTRUED AS AN OFFER, COUNTER-OFFER OR OTHERWISE, OR WHETHER SUCH OTHER TERMS ARE CONSTRUED AS ADDITIONS TO OR DIFFER FROM THESE TERMS AND CONDITIONS. UNLESS SERVICE PROVIDER NOTIFIES BUYER IN WRITING THAT SERVICE PROVIDER DOES NOT ACCEPT THESE TERMS AND CONDITIONS AS SOON AS PRACTICABLE AFTER FIRST RECEIVING THEM, SERVICE PROVIDER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY, SERVICE PROVIDER’S ACCEPTANCE OR CONFIRMATION OF A PURCHASE ORDER OR THE COMMENCEMENT OF ITS PERFORMANCE THEREUNDER SHALL BE DEEMED SERVICE PROVIDER’S ASSENT TO THESE TERMS AND CONDITIONS. These Terms and Conditions are deemed to be a part of, and incorporated into, every sales transaction for Services between Buyer and Service Provider. Notwithstanding the foregoing, if Service Provider and Buyer have executed a written contract specifically governing the sale of the specific Services, such contract’s terms and conditions, solely with respect to such specific Services, shall apply to the extent that matters are covered by such written contract, and to the extent that any matters are not covered by such executed written contract but are covered by these Terms and Conditions, these Terms and Conditions shall apply and be additions to such written contract to such extent.

Acceptance. The Purchase Order becomes a contract upon (a) Buyer’s receipt of an acknowledgement or confirmation of the Purchase Order or (b) Service Provider’s commencement of performing the Services.

Timing of Services. All Services shall be performed on or before the completion date(s) specified in the Purchase Order. Time is of the essence with respect to each and every provision of the Purchase Order in which time is a factor, and any delay in performance by Service Provider shall constitute a breach hereunder. Without prejudice to Service Provider’s obligation to perform the Services on time, Service Provider shall give Buyer notice in writing immediately if any delay is foreseen. Any delay in delivery may be subject to the application of liquidated damages on Service Provider without any prior written notice or formalities, at a rate of 1% of the total value of the Purchase Order per calendar day for the duration of the delay. The Parties agree that quantifying losses arising from delay can be 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 the Service Provider’s failure under this section. Buyer reserves the right to claim additional remedies and damages for the delay from Service Provider in the event its actual loss exceeds the amount of liquidated damages.

Price. Pricing is fixed and cannot be increased by Service Provider without the written consent of Buyer.

Invoices and Payment. Service Provider will invoice the amount owed for the Services purchased by Buyer no earlier than the date of the performance of those Services. Buyer shall pay the invoice in

accordance with the payment terms specifically stated in the Purchase Order, unless otherwise agreed in writing and on condition that the Services performed have been accepted by Buyer. Services shall be deemed accepted only when they have actually been inspected and tested by Buyer and found to be in conformance with the Purchase Order. The payment of the price includes the total compensation (including any expenses) for all Services performed on the basis of the Purchase Order.

Changes. Buyer reserves the right at any time to make changes to the Purchase Order. If such changes cause an increase or decrease in Service Provider's costs or an alteration in the completion time, an equitable adjustment shall be made. Any claims by Service Provider for adjustment must be asserted in writing within seven (7) calendar days from the date on which Service Provider was advised of such change, failing which it shall not be admissible.

Inspection, Rejection and Remedies. Buyer's obligations related to the Services and deliverables are subject to its acceptance of the Services and deliverables. Payment alone shall not constitute acceptance. Buyer may reject, refuse acceptance and/or request a re-performance of the Services or replacement of deliverables not in accordance with terms of the Purchase Order and elect, in addition to any other remedies it may have, a full refund, including, without limitation, handling and transportation charges incurred in connection with the return of deliverables plus all expenses of collecting its claims for money (including attorney's fees and costs). In the event that Buyer requests a re-performance of the Services or replacement of deliverables, Service Provider shall correct any deficiencies within an agreed upon time frame, at no additional cost to Buyer, and submit such corrections to Buyer for reevaluation. Buyer shall not be obligated to pay for any Services performed or deliverables which are rejected by it. All claims for moneys due or to become due from Buyer shall be subject to deduction or set-off by Buyer by reason of any counterclaims arising out of the Purchase Order or any other transaction with Service Provider. The rights and remedies of Buyer set forth herein shall be cumulative and shall be in addition to all other rights and remedies Buyer may have in law or equity.

Warranties. Service Provider warrants that (a) Services will be performed in a competent, professional and workmanlike manner using fully qualified personnel, in accordance with the milestones and time frames set forth in the Purchase Order but in any case no less than 24 months from the date of completion of the Services, consistent with customary industry standards; (b) anyone performing Services shall have the proper skill, training and certifications; (c) all Services and deliverables will be free from defects in materials or workmanship; and (d) the Services and deliverables (and our use thereof) will not conflict with, violate, infringe, or misappropriate any right of any third party. These warranties shall be in addition to any warranties of additional scope given to Buyer by Service Provider. Service Provider's warranties (and all warranties Service Provider receives from its vendors) shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer.

Compliance with Laws, Regulations and Buyer's Vendor Code of Conduct. Service Provider warrants and agrees that it shall (a) comply with the laws, codes and regulations that are applicable and the industry standards that are customary in performing its obligations under the Purchase Order including, without limitation, all applicable anti-bribery and anti-corruption laws and regulations and any applicable data privacy and data protection laws and regulations, (b) obtain and maintain any license or other permit, which is required for its performance of the Services under the Purchase Order, (c) together with its employees, agents and sub-contractors (if any), comply with Buyer's [Vendor Code of Conduct](https://www.roquette.com/Supplier-center/ethics-and-compliance), available at: <https://www.roquette.com/Supplier-center/ethics-and-compliance>; (d) be responsible and fully liable for the payment of any value added tax, payroll tax, national insurance premiums and employee insurance premiums in connection with the performance of its Services and (e) cooperate with any reasonable investigation by Buyer or its agents into its compliance with the Purchase Order and promptly provide

relevant documents and information to Buyer upon its reasonable request.

Trade Control Laws. Buyer, Service Provider and their respective affiliates, representatives, agents, vendors and customers are subject to Trade Control Laws in various countries in which they do business. Buyer is committed to fully complying with Trade Control Laws. Buyer and Service Provider shall at all times comply with Trade Control Laws applicable to it. For purposes of these Terms and Conditions, “**Trade Control Laws**” means all applicable laws and regulations relating to international trade control, including but not limited to those relating to import, transfer or export controls, trade restrictions, trade embargoes, economic sanctions, licenses/permits, the payment of duties, or anti-boycott that prohibit, limit, regulate or otherwise govern (i) business activities with certain countries, individuals or entities, (ii) the transfer of products, their end-use, technology or technical data across borders, or (iii) the participation in or cooperation with international boycott.

Subcontractors. Service Provider may, only with Buyer’s prior written approval, assign or subcontract any of its obligations under the Purchase Order to a third party; provided that Service Provider shall impose the same obligations on the third party as are imposed by Buyer on Service Provider under the Purchase Order, and any act or omission of any such third party shall be deemed to be an act or omission of Service Provider.

Indemnity. Service Provider shall indemnify, defend, and hold harmless Buyer, its affiliates, employees, agents and customers from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney’s fees and costs)(each, a “Loss”) arising out of or relating to the failure of the Services to conform to any warranty, Service Provider’s failure to comply with its obligations under the Purchase Order (including these Terms and Conditions), or any act or omission by Service Provider, its agents or employees, except when a Loss results from the sole negligence of Buyer.

Termination/Damages. Buyer reserves the right to terminate the Purchase Order or any part thereof without cause. In the event of such termination, Service Provider shall (i) immediately stop all work and take all steps to minimize the cost to Buyer, and (ii) be entitled to recover its uncompensated actual direct costs incurred prior to the date of termination plus those actual direct costs incurred as a result of Buyer’s termination, but in no event shall the total of such costs exceed the price(s) specified in the Purchase Order. Upon termination, any deliverables paid for by Buyer shall become the property of Buyer and shall be delivered without unreasonable delay to Buyer. IN NO EVENT, SHALL BUYER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOST REVENUES, OR LOSS OF BUSINESS REPUTATION (IN EACH CASE REGARDLESS OF WHETHER CATEGORIZED AS DIRECT OR CONSEQUENTIAL DAMAGES) INCURRED BY SERVICE PROVIDER OR ANY THIRD PARTY, REGARDLESS IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY.

Confidentiality. All information and materials (including the Services thereof or the terms of any Order Acknowledgment or other arrangement relating to the Services) provided by Buyer to Service Provider are confidential and may not be disclosed by Service Provider to any third parties (other than its affiliates), without Buyer’s prior written consent.

Intellectual Property. Service Provider irrevocably assigns to Buyer all right, title and interest in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for Buyer under the Purchase Order. This assignment excludes existing intellectual property of

Service Provider (including any modifications or enhancements thereto) provided to Buyer under the Purchase Order. Service Provider grants Buyer a nonexclusive, royalty-free, worldwide, perpetual license for Buyer (and its affiliated entities and third party providers) to use such existing intellectual property in connection with the Services. Buyer retains all right, title and interest in and to, and Service Provider shall not use (except as necessary to perform the Purchase Order), its data and other intellectual property (and materials).

Insurance. Service Provider shall maintain occurrence-based Commercial General Liability Insurance from an A.M. Best “A”-VII, or better, rated carrier, including, without limitation, products/completed operations, blanket contractual, and independent contractor coverages, with insurance coverage of not less than \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence, unless otherwise agreed to by the parties in writing. Buyer shall be named as an additional insured on such insurance. Service Provider shall also maintain, as applicable, all Workers’ Compensation Insurance (or its equivalent outside the U.S.) in accordance with all applicable statutory and legal requirements, and Employer’s Liability Insurance (or its equivalent outside the U.S.), with insurance coverage of not less \$500,000 per accident/per employee. Service Provider shall promptly, at the request of Buyer, provide Buyer with a certificate of insurance satisfactory to Buyer, evidencing the insurance coverages and endorsements set forth in this section and shall specify all self-insured retentions. Service Provider’s insurance coverage will not be Buyer’s exclusive remedy, and Buyer will be entitled to all remedies available to it under equity or the law.

Relationship of the Parties. Service Provider serves as an independent contractor, and not as Buyer’s employee, joint venturer or partner, and will not by reason of the Purchase Order, or performance of the Services, have or acquire any rights or claims with respect to medical or other insurance, workers’ compensation, pension or retirement benefits, or other fringe benefits provided to Buyer’s employees.

Force Majeure. No liability shall result from delay in performance or non-performance by either party caused by circumstances beyond its control, including, without limitation, acts of God, natural disasters, fire, flood, earthquakes, epidemics, explosions, riots, wars and/or terrorism. However, the party claiming force majeure shall make every reasonable effort to prevent, work around or compensate or otherwise minimize the effect of such delays or non-performance. The party asserting force majeure shall, in each instance, give the other party written notice, within a reasonable time after knowledge thereof. Such notice shall include a brief description of the events or circumstances of force majeure and an estimate of the anticipated delay. If the affected party is unable to perform its obligations under a Purchase Order within seven (7) days of its assertion of its right to claim force majeure, the other party shall have the right to terminate all or any portion of the Purchase Order without liability.

Miscellaneous. Failure by Service Provider or Buyer to enforce any right which it may have in any instance shall not be deemed to be a waiver of any right it may have in any other instances. Buyer may amend or modify these Terms and Conditions at any time. Whenever possible, each provision of these Terms and Conditions shall be interpreted in such a manner as to be effective and valid under applicable law. The determination by any court of competent jurisdiction that one or more of the sections or provisions of these Terms and Conditions are unenforceable shall not invalidate the Terms and Conditions, and the decision of such court shall be given effect so as to limit to the extent possible the sections or provisions which are deemed unenforceable.

Assignment. Buyer shall be entitled to transfer its rights and obligations under a Purchase Order, or any part thereof, to one or more of its affiliates.

English Version. The English version of these Terms and Conditions shall prevail over any translation.

Applicable Law and Jurisdiction. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the jurisdiction of Buyer, without giving effect to the principles of conflicts of laws thereof, and subject to the limitations of liability set forth above. Any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the courts having jurisdiction at the place of Buyer, without restricting any rights of appeal and without prejudice to Buyer's right to submit the matter to any other competent court.