

GENERAL SALES CONDITIONS FOR PRODUCTS AND SERVICES — APRIL 2020

1. SCOPE OF APPLICATION — COMPLETE AGREEMENT

1.1. These General Sales Conditions (hereinafter referred to as "**GSC**") applies to the sales of any materials, equipment, spare parts, products, chemicals, raw materials, intermediates, substances, components, compounds, software and/or any other goods (hereinafter referred to as the "**Products**") and/or to the performance of the services such as studies, research and development works (the "**Services**") offered or provided by Minasolve LLC (f/k/a Pennakem) (also referred to as "**Seller**") to any buyers (hereinafter referred to as "**Buyer**") (Minasolve LLC and the Buyer are individually referred to as a "**Party**" and collectively the "**Parties**"), and more generally to the relationship between Minasolve LLC and the Buyer, notwithstanding any contrary clause of the Buyer's general conditions of purchase, unless a general business agreement is entered into between Minasolve LLC and the Buyer, in which case the terms and conditions of such general business agreement take precedence over any similar or comparable terms and conditions provided in the GSC.

1.2. [Intentionally left blank.]

1.3. No terms and conditions contained in any document issued by the Buyer shall be binding on Minasolve LLC, even if they have not been expressly rejected by Minasolve LLC.

These GSC, together with Minasolve LLC's special conditions contained in the order confirmation of Minasolve LLC ("**Order Confirmation**") and only such other documents, as are specifically incorporated into this Order Confirmation by reference, constitute the entire agreement between the Buyer and Minasolve LLC ("**Contract**"), and supersede, in their entirety, any other conflicting terms and conditions proposed orally or in writing by the Buyer, unless a general business agreement is entered into between Minasolve LLC and the Buyer whose terms and conditions take precedence over the Contract.

1.4. Unless otherwise agreed by the Parties in writing, documentation, catalogues, price lists and estimates of Minasolve LLC are sent for information purpose only and cannot be considered as binding.

1.5. No additions to, amendment of or variations from the terms hereof made by the Buyer shall be binding upon Minasolve LLC, unless expressly agreed in writing by Minasolve LLC.

1.6. Minasolve LLC's failure to exercise any right shall not be deemed to be a waiver of such right.

1.7. If individual terms of the GSC shall be determined to be void, unenforceable or illegal in whole or in part, or cannot be applied for any reason whatsoever, all other terms and conditions of the GSC will remain unaffected.

1.8. Special provisions of an Order Confirmation and/or specific terms specifically agreed in writing by the Buyer and Minasolve LLC, which may be in contradiction with the GSC, shall prevail over the corresponding GSC provisions.

2. PRICES — PAYMENT

2.1. Unless otherwise agreed by the Parties in writing, prices for Products and Services are net cash, and the Buyer shall pay all taxes and charges for transportation, insurance, shipping, custom clearance, storage, handling, demurrage and similar items. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne exclusively by the Buyer.

2.2. If Order Confirmation deals with Products, all prices are calculated on the basis of the Products as measured and weighed at the departure point.

2.3. The price includes standard packaging. Any other packing or outer packaging will be subject to additional charges to the Buyer.

2.4. Unless otherwise agreed in writing by the Parties, invoice payments shall be made net cash, without any deductions, within thirty (30) days following the date of the invoice issued by Minasolve LLC. Invoice shall be sent by Minasolve LLC on the date of Delivery.

2.5. If the Buyer is subject to bankruptcy or insolvency proceedings, then Minasolve LLC shall not be bound by the period of payment stated above and payment shall be made in cash either prior to the dispatch of the Products (or prior to their manufacture at the sole discretion of Minasolve LLC) or the performance of the Services.

2.6. If the Buyer fails to pay on the due date, the Buyer shall be obligated to pay, unless otherwise agreed in writing by the Parties, ipso jure and without prior notification, interest at the rate of US Prime (with a floor of zero) + six (6) % as from the due date of the invoice until complete payment, without prejudice to any other rights of Minasolve LLC.

2.7. In the event of payment delay or late performance by Buyer of any of its obligations, Minasolve LLC shall have the right to terminate the Contract or to suspend the performance of that portion of the Contract which it has not yet performed without the Buyer's consent; it shall also result in all sums due which are to be paid by the Buyer, even those which have not yet matured, becoming immediately payable without notification on the part of Minasolve LLC.

2.8. Minasolve LLC shall have the right to compensate the Buyer's debts and/or to use payments for the settlement of the invoices which have been outstanding longer than thirty (30) days plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, invoiced amounts.

2.9. The Buyer shall not be entitled either to withhold payments or to proceed to any compensation set off even in case of dispute with Minasolve LLC, unless there is a mutually agreed amount that Minasolve LLC is accountable for due to reasons covered under the contract. In the event of payment delay, the Buyer shall not be entitled to use, dispose and more generally to take any steps (neither sale, nor processing) which may affect the Products or the performance of the Services.

2.10. Cost of destruction of any Products or unused raw materials are not included in Minasolve LLC's prices. Such costs will therefore be charged by Minasolve LLC to the Buyer in addition to the agreed price.

2.11. Unless otherwise agreed in writing by the Parties, analytical services performed by Minasolve LLC, specific chromatography columns, reagents, or reference standards and all associated costs related to such services are not included in the pricing of Minasolve LLC and will be charged separately by Minasolve LLC to the Buyer

2.12. Minasolve LLC will store the Products to be delivered to Buyer for a period of 14 days following the date of release. Any storage exceeding this period of time will be invoiced separately to the Buyer. Furthermore, any exceeding storage of materials necessary for the production of the Products in relation with a change of initial agreed delivery date of postponement or cancellation of production by the Buyer will be charged by Minasolve LLC to the Buyer.

2.13. The purchase price of raw materials has been designed in relation with the defined specifications, quality standard and origin defined by the Buyer. In the absence of such definition by the Buyer, Minasolve LLC will select raw material suppliers according to their cost of supply and to quality requirements. In the event other standard of quality are required, either by Buyer or by necessary adjustments arising during performance of the Contract, then the prices of Minasolve LLC will be adjusted accordingly in order to take the purchase price of the new raw materials into account.

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3.DELIVERY — SHIPMENT — TRANSFER OF RISK

3.1. Unless otherwise agreed by the Parties in writing, the Products are delivered at Minasolve LLC's plant in accordance with the Ex -Works (EXW) Incoterm (ICC's most recent version) ("**Delivery**"). The Buyer shall be responsible to supply to Minasolve LLC, sufficiently in advance in order to enable Minasolve LLC to make, on behalf of the Buyer, the necessary shipping arrangements, all appropriate information including notably (a) marking and shipping instructions, (b) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (c) the Buyer's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Minasolve LLC's sole judgment) require unreasonable expense or delay on its part, then Minasolve LLC may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel the said Contract.

3.2. [Intentionally left blank.]

3.3. Without prejudice to the liability limitations contained in Clause 6 below, binding times for delivery shall only entitle the Buyer to damages insofar as Minasolve LLC has been fully informed in writing at the conclusion of the Contract of the possible loss and damage consequent to delayed delivery and of a specific valuation of the different elements thereof.

3.4. Should the Buyer fails to take delivery of the Products, Minasolve LLC will store them at the Buyer 's risks and expenses and, following a notification of their availability, invoice them as having been delivered. In any event, after thirty (30) days from the initial Delivery date, Minasolve LLC shall be entitled, after a prior notice to the Buyer, to resell the Products and to claim for applicable damages.

3.5. Unless otherwise agreed by the Parties in writing, the transfer of risks to the Products shall take place upon Delivery.

4.INSPECTION OF THE PRODUCTS UPON DELIVERY— AUDITS

4.1. Upon Delivery of the Products, the Buyer shall carry out a complete inspection of the Products in order to check their packaging, weight, conformity and quantities. Any apparent damage and/or defect to the packaging of the Products themselves, or any non-conformity or shortage of the quantities shall be noted and communicated promptly to Minasolve LLC in writing. The Products shall be considered automatically accepted upon Delivery to the Buyer, if the Buyer fails to make any comments in writing in respect thereof not later than fifteen (15) days after their Delivery and in any case before the Products undergo any further processing. No claim shall be accepted by Minasolve LLC in respect of any defect, deficiency, non-conformity, shortage in quantity and/or failure of the Products to meet the specific terms of the Contract which should have been revealed under a reasonable inspection but for which said inspection was not made or was not made properly. In case of claim by the Buyer, the Buyer shall allow Minasolve LLC or its designated representative to conduct an inspection of the Products.

4.2. Once per calendar year, the Buyer shall have the right at its own expense, during normal business hours, upon a prior notice reasonable to both parties and subject to Minasolve LLC teams availability, to have employees or representatives conduct compliance inspections or other inspections, audits and investigations of the Minasolve LLC, to ensure proper performance by Minasolve LLC of its obligations if applicable; provided, however, that such inspection, audit or investigation shall not unreasonably interfere with the operations of Minasolve LLC. For the avoidance of doubt, the Buyer shall have no right to audit Minasolve LLC financial books and records.

5.WARRANTIES

5.1. Minasolve LLC only warrants that the Products or the performance of the Services will comply with the specifications agreed with the Order Confirmation and/or any applicable quality agreement agreed between the Parties solely with regard to quality matters (hereinafter referred to as "**Quality Requirements**"). Minasolve LLC makes no other warranties, whether express or implied, of merchantability, fitness for purpose, or any possible future use or otherwise.

5.2. The Buyer shall have communicated to Minasolve LLC all necessary information to ensure the adequate elaboration of the agreed Quality Requirements and the proper transformation and/or the final use of the Products or Services. The Buyer recognizes that Minasolve LLC's obligation of conformity is fully satisfied when these Quality Requirements have been met at the time of Delivery. For the performance of the Services, Minasolve LLC warrants that the work will be conducted in a professional manner and that Minasolve LLC will do its best efforts to perform the work in accordance with the agreed terms, including the indicative time schedule, and with reasonable professional skill and care; it is however acknowledged that in case the Services are of developmental nature, there can be no guarantee that the Services will be successfully completed, or completed within a specified time frame despite Minasolve LLC 's good faith efforts to do so.

5.3. Hidden defects must be notified in writing to Minasolve LLC immediately upon discovery, but, in any event, no later than six (6) months after Delivery.

5.4. If Minasolve LLC recognizes that:

- (i) the Products are defective, then Minasolve LLC shall, at its sole discretion, either:
 - (a) replace the defective Products, at its own costs, or
 - (b) reimburse the price of such Products already paid by the Buyer or
 - (c) if the price has not already been paid by the Buyer, to reduce such price or to terminate the said Contract;
- (ii) the Services are defective, then Minasolve LLC shall, at its sole discretion, either:
 - (a) reperform the defective Service, or
 - (b) reimburse the price of or the use of the Services by the Buyer.

Minasolve LLC shall not be bound by the above-mentioned obligations of this Clause 5.4 if:

- (i) the defect results from the specifications of the Products provided to Minasolve LLC by the Buyer, or an act or omission of the Buyer, or
- (ii) the defect claimed results from a case of Force Majeure.

5.5. Any technical advice provided by Minasolve LLC, before and/or during the use of the Products, whether provided verbally or in writing or by way of trials, is given in good faith but without any warranty on the part of Minasolve LLC. Minasolve LLC's advice shall not release the Buyer from its duties to test the Products supplied by Minasolve LLC as to their suitability for the intended processes and uses. The use and processing of the Products are undertaken solely at the Buyer's risk.

5.6. The Buyer's sole and exclusive remedies for breach of the warranties set forth in this Clause 5 are the one stated in this Clause 5 and in Clause 6.

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6. LIABILITY

6.1. The Products shall be intended for professional use only and Minasolve LLC shall not accept any liability for damage caused by end-products incorporating any that may be used by the Buyer and/or its own customers.

6.2. The Buyer cannot invoke the liability of Minasolve LLC for the indemnification of direct and/or indirect damages which are caused by the transportation, storage or use of the Products, whether in combination with other substance or not, contrary to the Quality Requirements or to the material safety data sheets of the Products. The Buyer accordingly waives any right of action against Minasolve LLC and Minasolve LLC's insurers and shall obtain a similar waiver of recourse from its own insurers.

6.3. The Buyer hereby declares that it will carry all statutory tests and also all tests it considers useful and that it will make all decisions relating to the uses of the Products. In case of doubt, it is recommended for the Buyer to request Minasolve LLC's advice. However, Minasolve LLC's advice can only reflect Minasolve LLC's own experience and is given for information purpose only. As such, it can in no way involve any liability on Minasolve LLC's part.

6.4. The Buyer shall indemnify, defend and hold harmless Minasolve LLC and its officers, directors, employees, agents, successors and assigns from and against any and all obligations, costs, loss, damages, claims, attorney's fees and liability of any character in any way arising from or relating to any breach of the Contract by the Buyer and/or any representation or warranty made by the Buyer, including without limitation, any matter asserted by any participant in any clinical trial of Buyer's end products.

6.5. In any event, the Buyer shall fulfill its obligation of mitigation of any potential or existing damage.

6.6. IN ANY EVENT, MINASOLVE LLC'S LIABILITY SHALL NOT EXCEED THE PRICE OF THE ORDER GIVING RISE TO THE ACTION AGAINST MINASOLVE LLC, EXCEPT IN CASE OF GROSS OR INTENTIONAL NEGLIGENCE OR OF BODILY INJURY.

6.7. IN ANY EVENT MINASOLVE LLC SHALL NOT BE LIABLE FOR ANY LOSS OF PROCESSING, EXPENSES, LOSS OF PRODUCTION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFIT, LOSS OF OPPORTUNITY OR GOODWILL, COST OF REPLACEMENT POWER AND/OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL OR SPECIAL LOSSES OR DAMAGES DIRECTLY OR INDIRECTLY SUSTAINED BY THE BUYER OR BY ANY OTHER PERSON WHATSOEVER, WHETHER IN CONTRACT OR IN TORT. THE BUYER ACCORDINGLY WAIVES ANY RIGHT OF ACTION AGAINST MINASOLVE LLC AND MINASOLVE LLC'S INSURERS AND INTEND TO OBTAIN A SIMILAR WAIVE OF RECOURSE FORM ITS OWN INSURERS.

7. RETENTION OF TITLE

7.1. The supplied Products shall remain Minasolve LLC's property until fulfillment by the Buyer of all its payment obligations as described above.

7.2. The associated risks shall, however, be transferred to the Buyer upon Delivery as defined in Clause 3.5, unless otherwise agreed in writing by the Parties.

8. NON-DISCLOSURE — INTELLECTUAL PROPERTY

8.1. All written or oral information supplied by Minasolve LLC or on its behalf to the Buyer in particular regarding Minasolve LLC's concepts, ideas, strategies, procedures, processes, specifications, documents, plans, calculations, drawings and any objects, samples, specimen including its know-how, intellectual property, needs and all commercial, technical and legal information, documents and data of Minasolve LLC ("Information") shall be treated as strictly confidential by the Buyer and shall not be disclosed by the Buyer to any third party without Minasolve LLC's prior written consent. This confidentiality undertaking of the Buyer shall last during the performance of the concerned Contract and at least during fifteen (15) years following the date of the Contract. Such Information shall be exclusively used by the Buyer for the performance of the concerned Contract.

8.2. The Buyer undertakes to respect the Information and all intellectual property rights of Minasolve LLC and hereby declares that it is fully aware thereof.

8.3. Unless otherwise agreed in writing by the Parties, Minasolve LLC shall retain all intellectual property rights on any Information that may be implemented notably in connection with the Products and the performance of the Services and any technical assistance provided to the Buyer.

8.4. The rights of ownership and copyrights in any designs, drawings, samples, trademarks, logos and other documents delivered or disclosed to the Buyer by Minasolve LLC also remain the sole property of Minasolve LLC, and the Buyer shall not be entitled to put its trade name(s) and or trademarks on it. Such proprietary information shall not be disclosed to third parties at any time without Minasolve LLC's prior written consent.

8.5. Unless otherwise agreed in the event Products are manufactured, transformed, mixed or blended according to processes, plans, drawings and/or instructions of the Buyer, and third party rights (in particular rights arising out of patents or other protective rights) are infringed by such manufacturing, transformation or manipulation of the Products, the Buyer shall indemnify and hold Minasolve LLC harmless against such third parties claims.

9. PACKAGING

If the Buyer fails to provide the packaging materials and the means of protections used during transport and as a result of said failure Minasolve LLC becomes liable for any danger or damages, the Buyer shall hold Minasolve LLC harmless from any liability for any such danger or damage.

10. FORCE MAJEURE

10.1. In the event that either Party is prevented from performing or is unable to perform any of its obligations under a Contract (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, flood, earthquake, war, strike, lockout, epidemics, pandemics, quarantines, destruction of production facilities, riot, raw materials unavailability if triggered by an act of God or any other event determined in this Clause 10.1 to be a force majeure event, or any other cause which cannot be remedied by reasonable diligence, and is beyond reasonable control of the Party invoking this Clause 10 (the "**Force Majeure**"), the affected Party shall promptly notify the other Party in writing of the said event and provide the other Party with all relevant information and evidence relating thereto and particularly relating to the period of time for which its performance may be delayed and the proof of the said event of Force Majeure. Any delayed payment or failure to pay on the due date shall in no event be construed as an event of Force Majeure.

10.2. If an event of Force Majeure affecting Minasolve LLC occurs, Minasolve LLC shall not be liable for any non-performance of its contractual obligations. Minasolve LLC shall moreover be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.

The Products which the Buyer fails to take delivery because of an event of Force Majeure, will be stored by Minasolve LLC. However, if the Force Majeure event precluding the Buyer to take delivery of the Products lasts for more than fifteen (15) days, Minasolve LLC may, following a written notification of their availability, invoice the Products as having been delivered. The costs of the storage of the Products in such a case shall be borne by the Buyer. In any case, if an event of Force Majeure affects the Buyer, invoice payments shall be made within sixty (60) days following the date figuring on the corresponding invoice.

All events of Force Majeure which prevent the use of the ordered Products or the performance of the Services or reduce the needs of the Buyer for the Products or the performance of the Services does not entitle the Buyer to suspend or delay payment of the Products or terminate in whole or in part the concerned Contract.

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11. HARDSHIP

In case of changes affecting the commercial relationship between the Parties other than those mentioned under Clause 12 (which are specifically governed by said Clause 12) and rendering the performance of the Contract onerous or of no economic or financial interest for it, the Seller, at its own discretion, shall have the right either (i) to pass on said changes in the Contract with a view to maintain its original economic return or (i) to terminate the Contract with immediate effect.

12. CHANGES IN APPLICABLE REGULATIONS

12.1. The Buyer is aware that the supply and/or the production of the Products or performance of the Services by Minasolve LLC may be subject to change in laws and regulations in the future. This change in legislation may result in additional costs for Minasolve LLC. All these costs will be borne by the Buyer, after prior notice by Minasolve LLC informing the Buyer about the change in regulation and the additional costs resulting therefrom.

12.2. If as a result of the new laws and/or regulations, Minasolve LLC cannot perform any Contract, Minasolve LLC and the Buyer will try to find in good faith a solution acceptable for both Parties. If no agreement can be found between the Parties within a period of three (3) months following the starting point of their discussion, Minasolve LLC will be allowed to terminate immediately the Contract by sending a written notice of termination to the Buyer. Minasolve LLC will not be liable for any consequences of such termination.

13. TERMINATION

If the Buyer fails to comply with any term or condition of a Contract, Minasolve LLC shall be entitled, by written notice sent to the Buyer and without prejudice to any other remedy, to terminate, at its option, the concerned Contract in whole or in part without any further liability or obligation. Minasolve LLC shall further be entitled to recover from the Buyer all costs and expenses incurred by Minasolve LLC in respect thereof, and indemnification for losses or damages incurred by Minasolve LLC as the result of any late or non-performance by the Buyer. Minasolve LLC shall further be free from any existing exclusivity and/or confidentiality undertakings vis-à-vis the Buyer.

14. ASSIGNMENT

The Buyer shall not assign any Contract, order, or any right arising there from or any receivables due from Minasolve LLC to any third party without the prior written consent of Minasolve LLC.

15. ANTI TERRORISM, INTERNATIONAL SANCTIONS, ANTI CORRUPTION AND ANTI BRIBERY

The Buyer undertakes to comply with the laws and regulations relating to anti-terrorism, anti-corruption, international sanctions and anti-bribery measures applicable to the Contract. The Buyer warrants that in performing its work pursuant to the Contract, the Buyer, its affiliates and agents have not and will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official, government employee, political party or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person or business. Buyer further warrants it, its affiliates and its agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money or anything of value to any employee of Minasolve LLC to obtain or retain business.

16. PERSONAL DATA

Each of Minasolve LLC and the Buyer undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR), in relation to the Contract and its performance. Each Party is also responsible for compliance with formal data protection regulations (e.g. appointment of a data protection officer, performance of a data protection impact assessment, maintenance of processing lists).

17. JURISDICTION — APPLICABLE LAW

17.1. THE PRESENT GSC AND ANY CONTRACT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MINASOLVE LLC'S CONCERNED AFFILIATE PLACE OF INCORPORATION. THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OF 1980 SHALL NOT BE APPLICABLE.

17.2. ANY AND ALL DISPUTES ARISING IN CONNECTION WITH CONTRACT SHALL BE EXCLUSIVELY SETTLED BY THE COMPETENT COURTS OF MINASOLVE LLC'S PLACE OF INCORPORATION. HOWEVER, MINASOLVE LLC RESERVES THE EXCLUSIVE RIGHT TO BRING ANY DISPUTE INVOLVING THE BUYER BEFORE THE COURTS OF BUYER'S JURISDICTION OF INCORPORATION.