

## General Sales and Invoicing Conditions

### 1. General

All our services, invoices and agreements are subject to these general conditions, with the exclusion of the Customer's general conditions. Deviations to these general conditions are not possible unless explicitly defined in writing and agreed upon by Quality Partner. These general conditions can nevertheless be completed or modified by specific conditions.

This conditions are applicable to the different subsidiaries of Quality Partner<sup>®</sup> Group :

- Quality Partner S.A. (N° d'entreprise BE 0470 109 411)
- Genalyse Partner S.A. (N° d'entreprise BE 0628 865 351)
- Inscert Partner S.A. (N° d'entreprise BE 0679 546 366)

### 2. Tenders

Except when other written agreement exists, our tenders for pricing, products and services are valid until December 31 of the year of their establishment.

All agreements or orders settled upon with our representatives are only valid after written confirmation by our Company; a signed order by the Customer will however constitute a firm commitment.

### 3. Completion deadlines

Quality Partner will apply itself to the respect of the mentioned completion deadlines, but will not be bound to pay compensation should these deadlines, submitted for information purposes only, be exceeded.

### 4. Subcontracting

Quality Partner may subcontract the realization of its services to a third party, natural or legal person, except for activities under accreditation.

### 5. Prices

The prices are net and don't include VAT. They shall be valid until December 31 of each year and shall systematically be indexed in line with the Labour Cost Index - Professional, scientific and technical activities (M), on January 1 of the next year, without prior information.

Quality Partner reserves the right to modify the prices of analytical services carried out by external laboratories, unilaterally and if that adaptation is below 10%.

Quality Partner reserves the right to modify the prices of its products or services, unilaterally and in exceptional circumstances, after a written justification is provided to the Customer.

### 6. Order Cancellation

Should the Customer cancel his order, the services already provided would be fully due, as well as a compensation of 20% of the balance of the agreed services.

### 7. Payment

Unless otherwise agreed in writing, all payments should be made in cash to the company's head office. Furthermore, costs incurred during payments are to be borne by the Customer.

Approbation by the company of any other form of payment than payment in cash will not lead to a novation.

Each partial realization will lead to a corresponding invoice.

In case of late payment, sums owed by the Customer bear interest as of right and without formal notice at a monthly rate of 1% counting from the first unpaid payment due or from the first day exceeding the deadline. Moreover, in case of non-payment, a lump sum of 10% of the unpaid amount will be due with a minimum of 50 €.

In case of no payment of one invoice within the delays agreed upon, Quality Partner has the right to cancel all current contracts.

In accordance with Article 6 of the Law of 2 August 2002, the Customer will indemnify Quality Partner of all collection costs, including the attorney fees & charges and technical advice charges, as Quality Partner would incur following a failure by the Customer to any of the obligations imposed upon it by these terms.

Quality Partner reserves the right to terminate all agreements, immediately and without formal notice, by sending a simple registered letter, in case of bankruptcy, liquidation, apparent insolvency of the Customer or when the Customer didn't meet his obligations within the set deadline.

### 8. Ownership rights

Except under specific conditions, Quality Partner, with due regard to confidentiality, owns the ownership rights for the results, the methods and the techniques used. The Customer can use the results for personal use. Any other use needs to be agreed in writing.

### 9. Divert and recruit our employees

Both during the execution of works and over the 12 months following the end of these, the Customer agrees not to divert or recruit Quality Partner staff or use its services in any way whatsoever, without the prior written permission of Quality Partner. A violation of this section will lead automatically to the payment to Quality Partner, by the Customer, of an allowance equal to twice the annual gross salary of the employee whose Quality Partner was deprived.

### 10. Complaints

Every complaint or dispute has to be reported by registered mail, within 8 days after Quality Partner sent the invoice.

The products or services refused, resulting from a dispute or a complaint made within the set deadlines, will be investigated by our quality department, which will then decide whether to cancel them.

### 11. Performance bond

Quality Partner commits itself to provide products or services corresponding to the technological development and possibilities at the time of delivery and is bound by a performance bond on this issue. All other guarantees, especially with regard to results or performance, are excluded.

### 12. Responsibilities

All information provided to or assessed by the staff of Quality Partner will be subject to the confidentiality clauses described in our quality system.

The samples or any other object trusted to Quality Partner will travel at the Customer's own risk, regardless of the shipping method, and including transportation paid by the Customer.

Quality Partner declines all liability for any damage, direct or indirect, resulting from its products or employees, except in case of serious or intentional misconduct.

When Quality Partner's responsibility is engaged, the compensation that can be claimed will never exceed the amount that was invoiced by Quality Partner for its products and services provided during the year preceding the damage.

### 13. Use of name and logo of the Customer

The Customer authorizes Quality Partner SA to use his or her name (s) and / or logo (s) for advertizing purposes in relation with the services of Quality Partner.

### 14. Jurisdiction and governing law

The courts of Quality Partner's head office have exclusive authority in settling any dispute or lawsuit.

Belgian law governs every agreement or transaction subjected to these general conditions.

Each person legally representing his Company or Firm is supposed to become acquainted with the above articles, to have accepted them, and, in doing so, becomes co-debtor of the invoices associated with the services that are governed by these articles. This person will in no manner contest one or more of these conditions, except in case of a written dispensation by Quality Partner at his request.

The only applying version of this document is the French version. This English document can only be considered as a translation.

These conditions are applicable from January 11st 2021