

PART I: GENERAL PROVISIONS

Article 1: Definitions

Within the framework of these Purchase Conditions the definitions written with a capital letter have the following meaning:

Agreement: The arrangements made between Sanquin and Supplier, concerning the Delivery of certain Goods or the performance of certain Services, entered into by Sanquin's authorised persons.

Auxiliary Materials: Materials, either made available, purchased or manufactured that are needed or prescribed for realising the object of the Agreement.

Delivery: The placing of Goods at Sanquin's disposal or under its control, plus any installation and assembly of these Goods and/or the performance of Services, irrespective of the legal basis for this. Delivery also comprises all relevant Auxiliary Materials.

Goods: The product that has been delivered by Supplier to Sanquin, with the exception of Services.

Inspection: Establishing whether Goods meet the Specifications.

Order: The written order for the Delivery of Goods or Services.

Parties: Sanquin and Supplier jointly.

Purchase Conditions: These general purchase conditions of Sanquin.

Quotation: Supplier's written offer for the delivery of Goods and/or Services at a certain price.

Recall: The recall and removal of Goods that have a quality defect identified by either Supplier or Sanquin. A Recall takes place in connection with a defect detected in quality, safety, functioning and processing of a Good, which therefore does not offer the safety and/or function that can be expected of it.

Services: The performance of work by Supplier for Sanquin.

Specifications: The information provided by Supplier and/or Sanquin with respect to the required content and nature of the Services or Goods.

Supplier: Sanquin's counterparty.

Article 2 Scope

1. The Purchase Conditions apply to all requests, Orders, Quotations and Agreements between Supplier and Sanquin.

2. Any deviations from these Purchase Conditions must be agreed upon in writing.

3. Any general terms and conditions of Supplier or other special conditions, under whatever name, are not applicable, irrespective of the moment they are evoked.

4. In case of any conflict between the Purchase Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.

5. In the Purchase Conditions any electronic data communication and fax transmission is considered as an equivalent to written documents. Electronic data communication means data interchange by e-mail, Internet and EDI.

6. For the purpose of the Purchase Conditions personnel of Supplier is also understood to mean third parties that have been, are or will be involved by Supplier in the execution of the Agreement.

7. Supplier is in any case deemed to have accepted these Purchase Conditions as soon as any work has commenced.

8. Sanquin reserves the right to unilaterally change these Purchase Conditions. The amended Purchase Conditions will be offered to Supplier for acceptance.

Article 3 Quotation, Order and conclusion of the Agreement

1. A Quotation is free of charge, irrevocable and will have a minimum validity of sixty days counting from the moment that the Quotation has been made known to Sanquin.

2. A Quotation will be followed by an Order.

3. The Agreement will be concluded at the moment the Order is provided by Sanquin and confirmed by Supplier, or on the date as laid down in the applicable Agreement.

4. Sanquin is entitled to cancel an Order at all times. In case Supplier has already started with the execution of the Agreement, Sanquin will in such case reimburse Supplier for the costs incurred, in so far as they are reasonable and can be clearly demonstrated.

5. In case Supplier commences activities without having received an Order, he does so at his own expense and risk.

Article 4 Adjustments

1. After consulting Supplier, Sanquin is entitled to adjust the quantity and/or nature and/or date of Delivery of the Goods and Services. Any adjustments will be agreed upon in writing or, in case these have been orally agreed upon, confirmed by Sanquin in writing.

2. In case an adjustment has consequences for the price and/or delivery time agreed upon, Supplier will, before carrying out the adjustments, notify Sanquin in writing about these consequences. Supplier is required to do so as soon as possible, but in any case within eight days after Sanquin has indicated the required adjustments.

3. In case Sanquin deems these consequences as unreasonable in relation to the required adjustments, Sanquin has the right to dissolve the Agreement, unless this would be manifestly unreasonable in view of the circumstances. Dissolution is effected in this case by a written notification from Sanquin to Supplier. Sanquin will in such case reimburse Supplier for the costs already incurred by Supplier in accordance with the Order and these Purchase Conditions, in so far as they are reasonable and can be clearly demonstrated.

4. Supplier may only make adjustments or adjust the quantity, composition, nature and/or date of Delivery of the Goods/Services to be delivered as well as the relevant packaging, after Sanquin's written permission.

Article 5 Fatal dates

The dates stated in these Purchase Conditions and/or in the Agreement are fatal dates, unless expressly otherwise agreed upon by Parties.

Article 6 Prices

The prices agreed upon are fixed for the entire duration of the Agreement, unless it is explicitly stated in the Agreement that they can be amended. They are denominated in euro and are exclusive of the applicable tax.

Article 7 Invoicing and payment

1. Supplier will invoice Sanquin for each (partial) Delivery. Sanquin's Order number should be clearly stated on the invoice.

2. The invoice will be paid after definitive Delivery, within 30 days upon receipt of both a proper invoice and all relevant documentation in Dutch or English and, if applicable, after successful Inspection.

Article 8: Warranties

1. Supplier warrants that during the warranty period according to the Agreement, the Goods (including their installation/assembly) and the Services:

- are according to what has been agreed upon;
- are free of any defects;
- are suited for the purpose intended by Sanquin;
- satisfy the most stringent requirements of safety and quality standards or any certification set by the industry and
- meet the statutory requirements and any other government regulations.

If no warranty period has been agreed upon in the Agreement, a period of 24 months will apply from the moment of Delivery to Sanquin.

2. Supplier warrants that all components and Auxiliary Materials made available, purchased or manufactured by him will be included in the Delivery, even if they have not been specified as such.

3. Supplier warrants to keep in stock spare parts for the delivered Goods for the normal life span of the delivered Goods and to deliver them as requested.

4. In case the Goods and/or Services do not meet the requirements stated in paragraph 1 of this article, Supplier will immediately arrange repair or replacement. The costs of repair or replacement will be borne by Supplier.

5. In case it becomes clear that, after consulting Supplier, Supplier cannot or will not arrange repair or replacement, or cannot or will not do so properly or in time, Sanquin has the right to carry out the

repair or replacement itself or have this carried out by third parties. These costs will be borne by Supplier.

6. In case repair or replacement is not carried out properly or in time or not carried out at all, Sanquin has the right to dissolve the Agreement as per article 14 of these Purchase Conditions.

Article 9 Secrecy

1. Supplier will keep secret all information originating from or in connection with Sanquin, which Supplier has received or taken note of in any way. Without Sanquin's written permission Supplier will not disclose such information to third parties unless disclosure is done due to a statutory obligation or judicial order. This secrecy does not relate to information:

- a) which was already accessible to the public at the time it was made available to Supplier;
 - b) which after it has been made available to Supplier has become accessible to the public, unless this is availability is the result of Supplier's failure to comply with his obligations under this article;
 - c) which Supplier has obtained or which has become known to him in a rightful manner before this information was made available to Supplier.
2. Supplier is not permitted to give any publicity to the execution or the details of the Agreement without Sanquin's prior written permission.
3. Supplier is not allowed to copy or make available for inspection by third parties data relating to the Agreement, unless such is necessary for the performance of the Agreement or Supplier is obliged to do so by law.

4. The obligations of this article also apply to Supplier's personnel. Supplier is obliged to ensure that his personnel comply with these obligations.

5. Subject to the obligations mentioned in this article, Sanquin has the right to have personnel of Supplier and any third parties engaged by Supplier, sign a confidentiality statement.

6. If Supplier acts contrary to the provisions in this article, Sanquin is entitled, without notice of default or judicial intervention being required, to an immediately payable penalty of EUR 50,000 for each breach, without prejudice to Sanquin's right to full compensation of damages and Sanquin's right to claim full performance.

Article 10 Industrial and intellectual property

1. Supplier warrants that the use, including any resale, of the Goods or Auxiliary Materials purchased or manufactured by Supplier, does not infringe any intellectual property rights and/or other (comparable) rights of third parties.

2. Supplier agrees to indemnify Sanquin against all claims arising from any infringement of the rights referred to in the preceding paragraph and Supplier agrees to compensate Sanquin for any damage or loss, including the costs of judicial or extrajudicial proceedings that may arise from any infringement.

3. Sanquin will own all intellectual property rights and any other (comparable) rights regarding Goods specifically developed for Sanquin. Where such rights (were to) rest with Supplier, they will be transferred by Supplier to Sanquin by signing the Agreement, which transfer is accepted by Sanquin. In case an instrument is required for such transfer or any formalities must be performed, Supplier irrevocably authorises Sanquin to draw up an instrument and to sign it on behalf of Supplier and to perform such formalities also on behalf of Supplier, subject to Supplier's obligation to render on Sanquin's first demand his cooperation to the transfer of such rights, without being able to set conditions for this. Supplier hereby waives vis-à-vis Sanquin all personality rights he may be entitled to, where the applicable regulations allow such waiver. Supplier guarantees that his personnel waives vis-à-vis Supplier all personality rights they may be entitled to, where the applicable regulations allow such waiver.

Article 11 Auxiliary Materials

1. Auxiliary Materials made available by Sanquin and/or purchased or manufactured by Supplier for Sanquin's account will remain/become the property of Sanquin. Sanquin will obtain/keep any copyrights or other rights in respect of Auxiliary Materials.

2. Supplier will:

- keep these Auxiliary Materials in good condition and insure them at his own account against all possible risks;
- mark them as recognisable property of Sanquin and

- send them (back) to Sanquin at the latest with the last (partial) Delivery.

3. Unless Sanquin has given prior permission in writing, Supplier is not allowed to:

- change these Auxiliary Materials or to make alterations in them;
- use them for any other purpose than the purpose agreed upon.

Article 12 Transfer of rights and obligations

1. Supplier is not entitled to transfer to third parties the rights and obligations arising from the Agreement, either in whole or in part, without Sanquin's prior written permission.
2. In case (relevant activities of the) Supplier's business for whatever reason, in whatever way and in whatever form (are) are merged with or incorporates in another enterprise, both the original and successive enterprises will be jointly responsible in full for the successful performance of Supplier's obligations towards Sanquin.

Article 13 Liability

1. Supplier is liable for all damage or loss suffered by Sanquin or third parties due to a defect in the delivered Goods, Auxiliary Materials or Services.
2. Supplier is liable for all damage or loss suffered by Sanquin or third parties as a result of or in connection with the performance of the Agreement due to acts or omissions by Supplier, his personnel or third parties involved in the execution of the Agreement.
3. Supplier will indemnify Sanquin against claims of third parties for compensation of damages as referred to in the preceding two paragraphs of this article and will fully indemnify Sanquin against claims of third parties in respect of such damage.
4. Supplier will insure himself adequately against the liability referred to in this article and will allow Sanquin proof of such insurance, at Sanquin's first request.

Article 14 Dissolution, force majeure and termination of the Agreement

1. Supplier will be in default by operation of law in case:
 - a) Supplier fails to fulfil any of his obligations properly or in time under the Agreement, or any other agreements subsequent to the Agreement;
 - b) Supplier is declared bankrupt or a moratorium on payment has been granted;
 - c) Supplier has requested to declare the "Wet Schuldsanering Natuurlijke Personen" (Personal Debt Rescheduling Act) applicable and/or such request has been granted;
 - d) Supplier's assets have been attached in whole or in part;
 - e) Supplier's business is closed down, liquidated or taken over in whole or in part by a third party, or in case of any comparable situation of Supplier's business in which a significant change of control of the business occurs.In each of the aforementioned circumstances Sanquin has the right:
 - (i) to dissolve or terminate the Agreement in whole or in part with immediate effect without any notice of default and without judicial intervention being required by means of a written notification to Supplier without Sanquin being obliged to pay any compensation;
 - (ii) to suspend its payment obligations;
 - (iii) to assign the performance of the Agreement in whole or in part to third parties, without Sanquin being obliged to pay any compensation to Supplier.Sanquin's rights mentioned under (i) to (iii) of this article are without prejudice to any other statutory and contractual rights Sanquin is entitled to including Sanquin's right to full compensation of damages.
2. All claims which Sanquin has or acquires against Supplier under this article are immediately payable in full.
3. If Supplier invokes force majeure (a non-attributable failure to perform), Sanquin has the right to terminate the Agreement in accordance with paragraph 1.

4. Unless otherwise agreed upon, Sanquin has at all times the right to terminate the Agreement before the end of the term, provided a notice period of at least three months is observed. Such termination does not require Sanquin to pay any compensation to Supplier.
5. Obligations which according to their nature are destined to continue after dissolution of the Agreement will so continue. These obligations include e.g. secrecy, applicable law and choice of court.

Article 15 Applicable law and disputes

1. The Agreement and any subsequent agreements are solely and exclusively governed by the laws of the Netherlands, with the exclusion of the Vienna Sales Convention (the United Nations Convention on Contracts for the International Sale of Goods of 1980).
2. All disputes which may arise between Parties as a result of this Agreement or any subsequent agreements will exclusively be submitted to the competent court in the Amsterdam District.
3. Sanquin and Supplier can jointly opt for arbitration, to be carried out in Amsterdam by a single arbitrator. The procedure will be conducted in the Dutch (or English) language and according to the international arbitration rules of the ICC (International Chamber of Commerce) International Court of Arbitration.
4. The inconsistency of any condition in these Purchase Conditions will not affect the other conditions.

Article 16 Miscellaneous

1. During the execution of the Agreement, as well as during one year after its end, Supplier will refrain from efforts to recruit personnel of Sanquin for its own organisation or any other organisations, as well as refrain from any other acquisition oriented activities. If Supplier acts contrary to this article, Sanquin will be entitled, without notice of default or judicial intervention being required, to an immediately payable penalty of EUR 50,000 per violation, without prejudice to the other claims Sanquin is entitled to, including the right to full compensation of damages and the right to claim full performance.
2. Supplier will provide adequate (written) instructions concerning the operation, the use and maintenance of the Goods.
3. Supplier, his personnel, as well as any third parties engaged by Supplier, undertakes to observe all statutory rules and regulations, including safety, health and environmental regulations.
4. Supplier will actively strive towards reducing any possible negative effect on the environment through the use of his products, packaging, raw materials and ingredients.
5. With respect to any personal data to be processed by Supplier, Supplier warrants to strictly comply with all statutory provisions, in particular with the "Wet Bescherming Persoonsgegevens" (Personal Data Protection Act). Supplier will indemnify Sanquin against all claims of third parties which might be instituted against Sanquin because of breach of the applicable law and/or regulations.
6. Before commencing his work, Supplier will, where applicable, submit to Sanquin a Declaration of Independent Contractor Status proving that Supplier is not an employee within the meaning of the social insurance legislation and/or wage tax. Sanquin will not add Supplier to the employee insurance schemes. Supplier agrees to indemnify Sanquin against any claims in this respect.
7. Supplier may be asked to produce regularly reports on the progress of the Services performed.
8. Supplier will perform the Agreement independently according to the most recent technological standards/state of the art.

PART II SUPPLEMENTARY CONDITIONS APPLICABLE TO THE DELIVERY OF GOODS

Article 17 Delivery

1. Delivery will be done D.D.P. (Delivered Duty Paid, according to the latest version of the Incoterms as applicable at the moment of concluding the Agreement) at the agreed place of Delivery, at the agreed time or within the agreed timeframe.
2. If and as soon as Supplier foresees that the agreed delivery time will be exceeded, he will notify Sanquin of this in a timely fashion by telephone and in writing and submit a proposal for the measures to be taken. A postponed delivery time is without prejudice to the provisions in Article 14 of these Purchase Conditions and Sanquin's right to reasonable compensation.
3. In case Sanquin requests Supplier to postpone the Delivery, Supplier will properly pack, store, safeguard and insure the Goods, such that

they are recognisable as being destined for Sanquin. Any additional costs may be charged to Sanquin, after prior consultation with Sanquin.

4. Without Sanquin's prior written permission, Supplier is not authorised to Deliver the Goods in partial Deliveries.

Article 18 Expiry date

1. The timeframe between the expiry date of the Goods and the moment of Delivery must be as long as possible. This period must be at least as long as is necessary, in Sanquin's opinion, in view of the nature of the Goods.
2. If Sanquin is of the opinion that the timeframe between the expiry date and the moment of Delivery is too short, Sanquin has the right to refuse the Goods, unless this would be manifestly unreasonable in view of the circumstances. Refusal of the Goods or parts thereof on the ground of this article does not entitle Supplier to compensation of any damage.

Article 19 Packaging and dispatch

1. The Goods should be properly packaged to ensure that they reach the place of destination in good condition. They should also be marked according to all legal provisions and any supplementary regulations of Sanquin.
2. The Goods to be delivered shall be accompanied by a packing list. This packing list should include Sanquin's order number(s), batch and item number(s), quantity or quantities and description(s) of the Goods. Supplier should also specify in the packing list whether the Goods have been packaged in reusable packaging.
3. Reusable packaging should be clearly marked as such by Supplier. In case it concerns non-disposable reusable packaging this should be registered and specified on the invoice. The return of reusable packaging is for Supplier's account and risk.
4. All packaging (with the exception of reusable packaging) becomes the property of Sanquin upon Delivery, unless Sanquin waives its right thereto.
5. Unless explicitly agreed upon otherwise, Supplier is required to remove any waste and packaging materials after the Services have been carried out.

Article 20 Inspection and audit

1. Inspection by or by order of Sanquin may take place before, during or after the Delivery.
2. Sanquin has the right to carry out or have carried out (GMP) audits at Supplier and/or the manufacturer of the Goods and/or Services, on a date and in a manner as determined in consultation with Supplier.
3. Supplier will grant access to the locations where the Goods and/or components are produced or have been stored and will cooperate with the Inspection or audit and will provide at his own expense the necessary documentation and information.
4. If following the Inspection, the Goods and/or Services are rejected, either in part or in full, Sanquin will notify Supplier of this in writing and, if so requested by Sanquin, Supplier is obliged to deliver within three days Goods that actually meet the Specifications. If the Goods are rejected during or after the Delivery, the ownership and risk of the rejected Goods will pass to Supplier from the date of notification of the rejection.
5. If Supplier fails to take back the rejected Goods within 10 working days after the date of the (written) notification, Sanquin has the right to return the Goods to Supplier at Supplier's expense.
6. The costs of a re-inspection will be borne by Supplier.

Article 21 Recall

1. Immediately after the necessity or reason of a Recall or the possibility of a defect has become known, Supplier must inform Sanquin of this by telephone and in writing. Supplier should do this no later than within 24 hours after it has become known.
2. When collecting Recalled Goods, Supplier should immediately deliver a suitable replacement Good without defects in order for the processes at Sanquin to continue.

3. All costs resulting from a Recall will be borne by Supplier.

Article 22: Goods sent on approval or for inspection

1. In case of Goods sent on approval or for inspection, Supplier and Sanquin agree that Supplier will make available Goods to Sanquin during a certain approval period, free of charge and Sanquin will take the Goods on approval or for inspection.
2. Supplier agrees to fully compensate Sanquin for all damage that arises at Sanquin or third parties during the approval period due to:
 - defects or other identifiable deviations in the Goods;
 - insufficient instruction by Supplier on the operation or the use of the Goods or
 - an attributable failure or unlawful act by Supplier or his personnel.
3. Supplier agrees to fully indemnify Sanquin against claims of third parties for compensation of the damage or loss as referred to above. If a third party files a claim against Sanquin in connection with such damage or loss, Sanquin will immediately inform Supplier and send all required data of such claim.
4. During the approval period and during transport to and from Sanquin, Supplier is responsible for insuring the Goods sent on approval and for inspection against the liability, damage or loss mentioned in paragraph 2 of this article.
5. Supplier will provide Sanquin with sufficient materials to enable the latter to make adequate use of the Goods during the approval period.

Article 23 Goods on consignment

1. In case of Goods on consignment, Supplier and Sanquin agree that Supplier will deposit Goods free of charge during a period agreed upon, whereby ownership and risk of these Goods will only pass in case Sanquin starts to use or consume the Goods.
2. Supplier will replenish the stock no later than on the first workday after Sanquin has announced that it has started to use the Goods.
3. Supplier will insure these Goods until the ownership has passed to Sanquin.
4. Supplier will invoice Sanquin for the Goods Sanquin has started to use.
5. Supplier may recall the Goods on consignment only after consulting with Sanquin.
6. In case, after Sanquin has approved and started to use the Goods, the Goods do not satisfy the relevant requirements, Sanquin is entitled to file a claim with Supplier within eight working days of the discovery of any defect.

PART III SUPPLEMENTARY TERMS AND CONDITIONS APPLICABLE TO THE PERFORMANCE OF SERVICES AND CONTRACTING FOR WORK

Article 24 Personnel

1. The personnel engaged by Supplier should meet the general requirements of professional competence and expertise and any additional requirements which Sanquin can demand. Upon Sanquin's request Supplier should be able to prove the qualifications of personnel.
2. If Sanquin is of the opinion that the personnel fails to comply with the provisions in paragraph 1 of this article, or in case Supplier cannot prove this, Sanquin will have the right to have the personnel removed in which case Supplier is obliged to immediately replace the personnel in question.
3. The personnel engaged by Supplier must always be able to provide identification on the site of Sanquin (if so requested).
4. Personnel of Supplier should be available on the work site during the hours in which the assignment and/or the work is carried out. The absence, replacement and availability of the personnel will be arranged in consultation with Sanquin.
5. Supplier will strictly comply with all his obligations in respect of the personnel engaged by him.
6. When carrying out their work Supplier and his personnel will, without Sanquin's express permission, not use any conspicuous advertising.
7. Supplier ensures the proper conduct of his personnel vis-à-vis visitors, other suppliers and personnel of Sanquin.

Article 25 Sanquin's site and buildings

1. Supplier is responsible for completing the work in an independent and responsible way.
2. Before starting the execution of the Agreement, Supplier should familiarise himself with the circumstances which may affect the proper

execution of the Agreement on site and in buildings where the work is to be carried out.

3. Supplier warrants that his presence and the presence of his personnel on site as well as in any building of Sanquin do not cause any nuisance to the undisrupted progress of the work or Services to be performed. Nuisance should be prevented as much as possible.
4. Before Supplier commences the execution of the Agreement, Supplier and his personnel should familiarise themselves (if any) with the instructions and regulations that are in force on site and in the buildings of Sanquin. Sanquin will make a copy of these instructions and regulations available to Supplier at the latter's request. Supplier and his personnel will behave in accordance with these instructions and regulations.
5. If needed, Supplier will apply for the necessary permits (e.g. for work).
6. If by reason of the preceding paragraphs of this article, the execution of the Agreement is delayed, the costs of such delay will be for Supplier's account and risk.

Article 26 Payment & pricing

1. In addition to the provisions of article 7 the following applies:
 - a document signed by Sanquin concerning the work and/or Services performed, invoiced by Supplier must be added to the invoice; and
 - Sanquin will only pay the invoice if the Service and/or the work have been completed by Supplier as agreed upon and the assignment has been fulfilled completely.
2. In respect of the social insurance contributions, VAT and wage tax including national insurance contributions which Supplier is obliged to pay to the Tax Authorities and for which Sanquin could be held jointly responsible pursuant to the "Wet Ketenaansprakelijkheid", (The Wages and Salaries Tax and Social Security Contributions Act, Sanquin always reserves the right:
 - to pay Supplier into his blocked account the applicable amounts within the meaning of the aforementioned "Wet Ketenaansprakelijkheid"; or
 - to withhold these amounts from the contract price and pay them on behalf of Supplier directly to the Tax Authorities. By payment of the above-mentioned amounts Sanquin is discharged vis-à-vis Supplier, where it concerns these specific amounts.
3. Supplier is responsible for and warrants vis-à-vis Sanquin the strict compliance with his obligations from the social insurance and tax laws in respect of his personnel. At Sanquin's request Supplier will request the Tax Authorities for a payment record statement in respect of compliance with tax obligations and provide it to Sanquin. This statement may not contain any reservations.
4. Sanquin will instruct Supplier in writing, explicitly and beforehand of any additional work or performance of Services to be done.
5. Any risk of wage and material shall not be settled.

Article 27 Other

- 1 At initial completion, Supplier is required to submit the (draft) revision drawings, operating instructions, etc. in duplicate in a format to be indicated by Sanquin. In the event of draft revision drawings, the final drawings are required to be submitted no later than 4 weeks after the initial completion.
2. Any main connections such as water, gas, electricity etc. should always be installed in consultation with Sanquin, unless otherwise agreed upon.
3. In case electrical groups, fire alarms and/or other facilities are required to be temporarily disconnected due to the work being carried out, this may only be done after express permission from Sanquin.

Thus approved by Sanquin's Executive Board on June 11 2014 and filed with the Chamber of Commerce on October 21 2014.