

Purchase Order – Terms & Conditions

1. SCOPE OF THE T&C

These General Terms and Conditions of Purchase ("T&C") apply to relationships between any supplier of goods or service provider ("Supplier") and Guerbet or any US Guerbet group company placing an Order (defined in Section 2 below) ("Customer"). Customer and Supplier are hereinafter referred to individually as a "Party" and collectively as the "Parties". T&C apply to the supply of goods ("Goods") and/or the provision of services ("Services") by Supplier to or for Customer within the context of an Order. The following shall indicate Supplier's acceptance of these T&C without any reservations or exceptions other than those that may be stated in the Order: i) acceptance by Supplier evidenced by email, issuance of Order Acceptance, or otherwise; and/or ii) initiation of performance of an Order. By accepting the Order, Supplier agrees to all of the terms of these T&C which supersede any general terms and conditions of sale established by Supplier. Notwithstanding the foregoing, if the Parties sign or have signed a written agreement governing the purchase of goods or service, such agreement shall take precedence over the Order. For the avoidance of doubt, the order of precedence shall be as follows: 1) written agreement signed by the Parties, if it exists; 2) the Order, as defined below; 3) Supplier's invoice; 4) any other related document. Customer's signature of the delivery notes or any other document prior to or after the Order submission, such as the Supplier's invoice, shall not be construed as Customer's agreement to any clauses contained in those documents and which may contradict the terms of the Order. These provisions constitute an essential condition in the absence of which Customer would not place the Order to Supplier. Any situation not governed by the T&C shall be governed by applicable laws and/or regulations. Acceptance of this Order also implies Supplier's acceptance of Guerbet's Supplier Code of Conduct located here: <https://usa.guerbet.com/en-us/terms-use>.

2. ORDER FORMALIZATION

The "Order" is defined as and shall comprise the following documents: (1) the purchase order; (2) the Supplier's quote, if applicable, and (3) these T&C (collectively the "Order"). The Supplier shall acknowledge receipt of the purchase order and confirm the delivery date within no later than five (5) working days from the date of the purchase order submission. In the absence of response from Supplier, initiation of performance of the purchase order or receipt of the corresponding invoice shall be interpreted as acceptance of the purchase order by Supplier. Explicit or implicit acceptance of the purchase order, as described above, also implies acceptance of the T&C.

3. FINANCIAL TERMS

Unless clearly stated otherwise in the purchase order, the price stated in the Order is fixed, firm, final, and not subject to review. Price includes all services, documentation, ancillary items, warranties, and assignments of rights. No extra charges of any kind, including without limitation and if applicable, charges for printing, copying, boxing, packing, loading, bracing, cartage, taxes, or insurance will be allowed unless specifically agreed to by Customer in writing. Invoices shall be issued on the delivery date of the Goods or after performance of the Services ordered, unless otherwise stated in the Order. Invoices must state all mandatory information, including the purchase order number, a description of the Goods/Services, the quantities delivered or performed, the unit price, and the amount of VAT. Supplier shall send invoices to the email address stated on the purchase order, and the first invoice shall include the bank details for payment. Customer shall pay all valid invoices by bank transfer, within sixty (60) calendar days from the invoice's date of issue, unless stated otherwise in the Order or required by law. Customer shall be entitled at all times to set off any amount owing at

any time from Supplier or any of its affiliates to Customer or any of its affiliates. Unless otherwise specified, the prices set forth in this Order shall be expressed in the official currency of the country where the Supplier shall receive payment.

4. PERFORMANCE OF THE ORDER

Supplier shall deliver the Goods or perform the Services within the time schedule and to the address stated on the Order. Supplier shall promptly advise Customer of any known or anticipated labor difficulty or of any pending labor contract negotiations at Supplier's or its suppliers' plants. Supplier shall always act as an independent contractor and not as employees of Customer.

4.1. Specific terms for the purchase of Goods

Delivery and, if applicable, commissioning of the Goods stated in the Order shall take place at the date and time indicated by Customer and, unless stated otherwise in the Order, at the cost (inclusive of shipping and packing) and risk of Supplier. The delivery note shall be produced in duplicate, stating the purchase order number, reference numbers of the delivered items, and the quantities delivered. All partial deliveries must be communicated in writing by Customer in advance. Supplier undertakes to inform Customer of any change that may have an impact on the quality of the Goods to be delivered. Transfer of ownership and the related risks occurs upon Customer's signature of the acceptance report. Any retention of ownership provisions shall not be enforceable against Customer without its express and written agreement. If any Goods are found by Customer within a reasonable time after delivery to its destination to be defective in material or workmanship or otherwise not in conformity, Customer may, at its discretion, i) withhold payment until such non-conformity is corrected by Supplier at their own cost or ii) return the Goods for replacement Goods or full refund. Unless otherwise indicated by Customer, payment for Goods or Services prior to inspection shall not constitute acceptance thereof by Customer. At its election, Customer may inspect the Goods on this Order at Supplier's plant. Approval of the Goods by Customer at Supplier's plant shall not constitute acceptance thereof. The sole purpose of such field inspection is to attempt to discover unsatisfactory details before they result in delays or the necessity for repairs.

4.2. Specific terms for the provision of Services

Supplier shall perform the Order in accordance with the specifications provided by Customer, best industry practices, any applicable state, federal and local laws, and regulations as set out under Article 14. Supplier shall provide Customer with any necessary assistance, advice, recommendations, and warnings. Supplier shall use appropriate human and technical resources to perform the Order and shall promptly replace any member of its personnel whose skills do not correspond to those required for the performance of the Order. Supplier shall provide Customer with documents, plans, IT applications, and any other results of the Services ("Deliverables") as defined in the Order or in Customer's expression of needs. Transfer of ownership of the Deliverables to Customer occurs as and when payment is made as set out in Article 3. The risk of loss and damage to the Deliverables shall be transferred to Customer on the date of final validation by Customer. If all or part of an Order requires on-site intervention, Supplier shall accommodate all site access restrictions and circulation rules, abide by them, and ensure its personnel (meaning any person under its responsibility) and any subcontractor abide by them. If Supplier's performance hereunder involves operations by Supplier on Customer's premises, Supplier shall comply with all applicable provisions of federal, state, and local laws and regulations, as well as the Customer's work and safety rules, and shall take

all necessary precautions to prevent the occurrence of any injury to persons or property during such performance. Supplier shall respect the business opening hours of Customer's establishment and comply with the site plan for risk prevention. Supplier's personnel shall remain under the administrative authority and hierarchical control of Supplier but must at all times comply with the (non-disciplinary) provisions of Customer's internal rules.

5. LATE DELIVERY

The timeline and/or delivery dates stated in the Order are an essential condition of the Order. It is understood that, with respect to the delivery of Goods or Services, time is of the essence. Supplier shall, promptly and without any delay whatsoever, inform Customer in writing of any event that would delay the performance of the Order. In the event of failure by Supplier to meet an agreed delivery date or Services performance date, Customer reserves its right to claim compensation for the prejudice caused by the delay.

6. ACCEPTANCE OF GOODS AND/OR SERVICES

Customer's signature of the delivery note and/or payment of the invoices shall not imply acceptance by Customer of the Goods delivered, Services, and/or Deliverables or a waiver of its right to use any means to obtain delivery of the Goods and/or performance of the Services in compliance with the Order. Any delivery of Goods and/or Services shall be subject to provisional and/or definitive acceptance by Customer, in order to verify conformity with the Order. Customer shall accept the Goods and Services provided that (i) they are compliant with the Order; and (ii) they are free from non-compliance, defect, or fault. Non-compliance is understood as the delivery of a thing whose quality, quantity, or description does not match the agreed specifications; a defect or fault is understood as any apparent defect preventing the equipment or components from working correctly or that makes the Good and/or Deliverable unsuitable for its purpose or unable to operate normally. Acceptance does not imply any waiver by Customer of any contractual warranty stated in the Order for the Goods or Deliverables. If Customer issues any reservations with regards to the compliance of the Goods, Services or Deliverables, Supplier shall, at its sole expense, take the necessary steps to modify, correct, replace and/or repair within fifteen (15) calendar days the Goods, or within another time frame approved in writing by Customer, or re-perform the Services so that the reservations can be lifted. If Supplier refuses to undertake the necessary modifications, corrections, replacements and/or repairs or refuses to re-perform the Services at its own expense within these timelines, Customer may have Supplier's obligations performed by a third-party of its choice, at Supplier's expense, and at its entire risk, without affecting any terms of the warranty.

7. WARRANTIES

By accepting the Order, Supplier declares and warrants that the Goods and the Services will be of good quality material and workmanship, free from defects, conform to the specifications, drawings or samples, are merchantable and fit for the purposes for which they are intended. Supplier declares and warrants that the Goods and the Services have all regulatory and standard safety features in accordance with all applicable laws, rules, and regulations. Notwithstanding the statutory warranties, Supplier warrants, within the framework of the contractual warranty, to correct or replace at its own expense, any malfunction and/or performance defects in the Goods or Deliverables during and until the end of a reasonable, industry-standard warranty time period, applicable to the Goods or Deliverables in

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question. If a defect is identified during the warranty period, the warranty will be extended by the amount of time during which the Goods or Deliverables are rendered unavailable. Supplier agrees to indemnify and save Customer harmless of or from all losses, liability, damages and expenses of any nature including attorney's fees which may be sustained by or claimed against Buyer arising out of breach of warranty or defects, omissions or negligence in the manufacture of Goods or furnishing of Services hereunder. Warranties specific to results or works giving rise to intellectual property rights are set out under Article 10. Supplier declares and warrants that it has not been, nor shall it use, employ or otherwise engage in any capacity in connection with delivering the Goods or Deliverables or performing the Services to be provided hereunder any person who has been excluded from participation in federal health care programs pursuant to 42 U.S.C. § 1320a-7; debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335(a); debarred, excluded or declared ineligible to participate in any federal procurement or non-procurement program; or convicted of a crime for which a person can be similarly excluded, debarred, or excluded under any federal or state law. Supplier declares and warrants that in the performance of services hereunder, Supplier shall not act in any manner or take any action which violates the United States Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a foreign government for retaining business (the taking of any such action referred to as an "FCPA Violation"). Supplier declares that it shall act in accordance with Customer's Third-Party Intermediary Code of Conduct.

8. TERMINATION AND CANCELLATION

8.1. Termination

In the event of a breach by one Party of any of its obligations under articles 3 (Financial Terms), 4 (Performance of the Order), 6 (Acceptance of Goods and/or Services), 7 (Warranties), 9 (Confidentiality), 10 (Intellectual and Industrial Property), 11 (Subcontracting - Assignment - Change of Control), 12 (Force Majeure), 13 (Liability and insurance), 14 (Compliance with laws), 15 (Data protection - IT security) or any of the provisions of the Order, the other Party may terminate the Order immediately without any formality other than sending a written notice (by registered mail with return receipt requested) to the defaulting Party, provided however that the default has not been cured within fifteen (15) calendar days from the date of the written notice. Termination of the Order shall be without prejudice to any claim for damages or right of action of the Customer against the Supplier. Termination of the Order will be effective on the date of delivery of the registered mail. If the Order is terminated for any reason whatsoever, the Supplier shall return all advance payments made under the Order.

8.2. Cancellation

Customer reserves the right to cancel this Order for any reason at any time. Provided, however, that in the event such cancellation is solely for Customer's convenience and is not due to any default of the Supplier, Customer agrees to pay, and Supplier agrees to accept as full and final settlement a sum equal to the costs Supplier has incurred and can substantiate through the date of cancellation for special components, labor, and overhead which Supplier cannot reasonably use elsewhere. All components for which the Customer is obligated to pay shall become Customer's property and are to be delivered promptly to Customer by Supplier.

9. CONFIDENTIALITY

Any documents that Supplier may disclose to

Customer within the framework of the Order may be confidential. All information disclosed to Supplier by Customer including without limitation specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, customer lists, plans, know-how, data written, oral or otherwise (all herein after designated "information") in relation to an Order is confidential and shall remain Customer's property. Supplier shall protect the confidentiality of that information and only disclose it to members of its personnel or subcontractor on a need-to-know basis. In any case, Supplier remains liable towards Customer for the respect of the confidentiality obligations by its personnel, subcontractors, and external counsel. Supplier shall use the documents and materials solely for the purposes of performing the Order and shall return them to Customer without cost upon request, and immediately in the situations described in Article 8 hereinabove. Customer and Supplier in writing accept that Supplier shall not be obligated to keep confidential and not use any information which was known to it prior to disclosure by Customer, known or becomes known in the public domain through no fault of Supplier, or is disclosed to Supplier by a third party having the right to make such disclosure and without any obligation of confidence, or is disclosed by Supplier with Customer's prior written notice, and such information shall be considered by Supplier to be confidential or proprietary unless specially agreed to in writing by Customer. Further, Supplier shall not release to third parties any advertising, photographs, or other like information concerning this order without Customer's written consent. These obligations of confidentiality and restricted use shall be in force until the information becomes part of the public domain and, in any circumstances, for ten (10) years from the disclosure of such confidential information.

10. INTELLECTUAL /INDUSTRIAL PROPERTY

Supplier acknowledges that the elements transferred by Customer (including but not limited to logos, documents, plans, models, programs, specifications etc.) are the property of Customer. The provision of these elements for the purposes of an Order shall not be construed as an assignment, license, or a right to use them other than for the purposes of the Order. Supplier shall not use the elements provided by Customer or use Customer's name or brands for its own purposes, especially for any corporate advertising purposes. All intellectual property rights (including but not limited to rights of reproduction, representation, use, adaptation, modification, translation, distribution, exploitation) over the Services and Deliverables (including software, database, documentation, specific developments, invention, prototype, training materials etc.) shall be assigned exclusively to Customer, as and when they are created. This assignment is valid worldwide and for the duration of the intellectual property of Customer. The provision of these elements for the purposes of an Order shall not be construed as an assignment, license, or a right to use them other than for the purposes of the Order. Supplier shall not use the elements provided by Customer or use Customer's name or brands for its own purposes, especially for any corporate advertising purposes. All intellectual property rights (including but not limited to rights of reproduction, representation, use, adaptation, modification, translation, distribution, exploitation) over the Services and Deliverables (including software, database, documentation, specific developments, invention, prototype, training materials etc.) shall be assigned exclusively to Customer, as and when they are created. This assignment is valid worldwide and for the duration of the intellectual property rights as currently

established by current law or as may be established by future laws, regulations and international conventions, for all purposes and uses, in any form. If applicable, Customer may apply in its own name to obtain protection of any industrial property rights associated with the Services or Deliverables. Supplier guarantees it owns all property rights (especially intellectual) used to provide the Services or deliver the Goods. Supplier shall therefore indemnify, defend and hold Customer and its customers harmless from any loss damage, expense, liability, action, demand, claim, or objection by reason of patent, trademark, or copyright infringement or claim, or by any person invoking an intellectual property right, unfair competition and/or parasitic competition practice (including without limitation attorney's fees and expenses) which the performance hereof would violate and which is related, directly or indirectly, to the performance of the Services or use of the Deliverables. At Customer's option, Supplier shall defend or settle, at its expense, any suit against Customer for which it is reasonable hereunder. Customer shall notify Supplier promptly of any claim of infringement for which Supplier is or may be responsible hereunder and shall cooperate with Supplier in every reasonable way to facilitate the defense thereof.

11. SUBCONTRACTING - ASSIGNMENT - CHANGE OF CONTROL

Unless Customer gives its prior written approval, the performance of the Order shall not be subcontracted. If subcontracting is authorized, Supplier shall remain solely liable towards Customer for complete and perfect fulfillment of the Order by its subcontractor. Supplier shall not assign or transfer the Order in any way, manner, or form whatsoever to the benefit of any third party whatsoever, with the exception of Supplier's subsidiary or sister companies, in particular following an internal restructuring operation. Supplier shall inform Customer immediately of any such circumstances. Assignment of the Order or any interest herein by Supplier without the written consent of Customer shall be void and of no effect and may, at the option of the Customer render this Order void. Customer may freely assign or transfer the Order, free of charge, to any new or existing entity/company.

12. FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any term of this Order (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Order: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Order; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party. Parties expressly agree that strike, transport disruptions, difficulties obtaining supplies of raw materials and third-party breach of a contract with Supplier shall not constitute a case of force majeure within the

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meaning of this article. The Party claiming being affected by a force majeure event shall promptly notify the other Party in writing and shall furnish the other Party within thirty (30) days thereafter appropriate proof of the occurrence of the force majeure and the expected duration of the adverse effects resulting from such force majeure. The Party claiming a force majeure event renders the performance of all or part of this Order impossible or impracticable shall also use all practicable and reasonable efforts to eliminate or mitigate the impacts of the force majeure event on performance of its obligations hereunder.

13. LIABILITY AND INSURANCE

Supplier shall take all due care and diligence in carrying out its obligations hereunder. Supplier shall be liable for any injury, damage and losses, whether consecutive or non-consecutive to bodily injury or material damage, that Supplier, its employees, its potential subcontractors, and in general any person acting on its behalf might cause to Customer or to a third party within the performance of the Order. Supplier shall indemnify, defend, and hold Customer harmless from any claim that arises from or relates to (i) Deliverables; (ii) Goods; (iii) Services; and/or (iv) any act or omission of Supplier. Supplier shall maintain such Commercial General Liability, Property Damage, Automobile Liability, and Employer's Liability and Workers' Compensation insurance in order to protect Customer from such risks and from any other claims under any applicable Workmen's Compensation, Occupational Disease, Occupational Safety and Health or similar Acts, or any other claims from Supplier's employees, agents, or subcontractors. Supplier shall insure all risks related to the performance of the Order with one or more financially sound and reputable insurers. In the event the insurance coverage would be insufficient or non-existent, Supplier shall assume the sole responsibility for indemnifying any damage suffered by Customer and/or by any third party. Waiver by Customer and/or its insurers not to take legal action shall not be enforceable against Customer, irrespective of any clause to this effect in Supplier's general terms and conditions of sale. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CUSTOMER OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE TO SUPPLIER, ANY REPRESENTATIVE OR ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF PRODUCT, LOSS OF USE OR BUSINESS INTERRUPTION) HOWEVER THE SAME MAY BE CAUSED, INCLUDING FAULT OR NEGLIGENCE OF CUSTOMER, AND REGARDLESS OF WHETHER SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE REASONABLY FORESEEABLE UNDER THE CIRCUMSTANCES.

14. COMPLIANCE WITH LAWS

Supplier represents that the Goods and Services ordered hereby (including, without limitation, the price thereof) shall when shipped comply with all applicable state, federal and local laws, rules, regulations, and executive orders, including without limitation, all anti-corruption laws, competition laws, import and export laws, OSHA, EPA, Fair Labor Standards Act, and the Food, Drug, and Cosmetic Act. Supplier further represents that the furnishing of Goods and the performance of Services hereunder has been done in compliance with all applicable laws and regulations that require affirmative action and prohibit discrimination based on race, creed, religion, sex, color, or national origin and discrimination based upon status as a disabled veteran or veteran of the Vietnam era as well as discrimination based on physical or mental

handicaps. Supplier agrees if requested, to provide Customer with written affirmations of this representation. Customer is an equal opportunity employer and federal contractor or subcontractor, and thus both Parties will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) which are incorporated into these T&C by reference. During the performance of the Order, and after its expiration, the Supplier shall take all necessary action to enable the Customer or any designated person to audit, upon the Customer's request, the proper performance of the Order to ensure its compliance with the agreed terms and with applicable laws. The Customer may conduct an audit at any time, during usual business hours, provided it has given at least fifteen (15) working days' prior notice to the Supplier. The Supplier undertakes to provide the Customer with all necessary documents and data to prepare for and conduct the audit, and with logistical support allowing the audit to be carried out under the best possible conditions. The Supplier shall promptly remedy any fault identified during an audit.

15. DATA PROTECTION - IT SECURITY

Supplier shall comply with all data protection laws and regulations. If Supplier is acting as processor under such laws or regulations, it shall only act on instructions from Customer, establish appropriate technical and organizational measures to guarantee the security of the data, and sign a data processing agreement if required. Supplier acknowledges that Customer processes personal data in order to manage its supplier relations. The data collected are necessary for this purpose and are analyzed, processed, and transmitted to the necessary departments of Customer. These data may be transferred to affiliates of the Customer's group. Data subjects have a right to access and correct their data by writing to dataprotection.officer@guerbet.com. The obligations relating to the security of the data and IT systems established by Customer are enforceable against Supplier as a requirement for conformity.

16. MISCELLANEOUS

Should any provisions of the Order be held invalid or unenforceable, the other provisions shall remain in full force and effect. Customer and Supplier are independent contractors, and the Order does not create any form of partnership, joint-venture or legal entity, agent, or any link of subordination between them. Failure, delay, or indulgence by a Party in exercising any right conferred on such Party by the T&C shall not operate as a waiver of such right, any other future exercise of it, or the exercise of any other right under the T&C. Supplier agrees to indemnify and save Customer harmless against any and all liens and encumbrances (arising out of or in connection with the performance of this Purchase Order) and to keep Customer's premises free from all such liens and encumbrances. All legal notices for Customer shall be delivered (email being sufficient) to jessie.merritt@guerbet.com. All other notices must be sent to the other Party's primary contact. Notice will be accepted as given on receipt, as confirmed by written or electronic records.

17. GOVERNING LAW

This Order and any claims or disputes arising out of or related to this Order shall be subject to and construed by the governing law and dispute resolution provisions of the location of the premises of the Customer entity placing the Order.