

STANDARD TERMS AND CONDITIONS & CODE OF CONDUCT 2023

STANDARD TERMS AND CONDITIONS

ORDER APPROVAL. The Customer's order constitutes an offer to purchase Supplier goods and the Suppliers written order confirmation constitutes an approval of the Customers order. The Supplier issues a written confirmation of the order to the Customer if the order is accepted.

PRICE. All prices are always stated ex. VAT and environmental fees, and Ex Works Supplier's stock. Unless otherwise explicitly agreed, all dispatched orders will be charged for shipping, where the amount depends on the weight, location and shipping system. If the Customer believes that the invoiced price deviates from what is stated at the order date, this must be reported to the Supplier without undue delay.

All prices are always indicative, and the Supplier reserves the right to change prices until the completion of each individual purchase, as a result of changed prices from our partners, suppliers or currency changes.

PAYMENT. Payment must be made no later than the date the invoice states as the last payment date.

In the event of late payment, the Supplier is entitled to late payment interest and reminder fees on the payment due at any time with the default late payment interest set out in Norwegian law applicable at any time until the amount due is paid.

TERMS OF DELIVERY. Delivery Is Ex Works from the Supplier's place of business. Delivery is made at the Customer's expense and invoiced at cost price from the Supplier/charterer. The delivery time is determined by the Supplier in the best judgment based on the circumstances that exist when the offer is made, or the agreement is entered into.

CHECK/APPROVAL/RETURNS. When delivering goods from the Supplier, the Customer is obliged to immediately inspect and check the goods in accordance with good business practice. If the Customer wishes to invoke a defect, it shall immediately notify the Supplier of the defect in writing and its nature. If the Customer has discovered or should have discovered the defect and does not complain as stated, the Customer shall be considered to have waived all claims related to the defect.

The Supplier can, pursuant to the terms set out in clause 4 of the Agreement, choose to rectify the defect, make a new delivery or credit the item. The Supplier reserves the right to test goods that are alleged to be defective. If the Supplier, at its discretion, finds the item to be in order after testing, it must be expected that the item will be sent back together with an invoice for work performed at Supplier's applicable rates. The Supplier will only make a replacement, repair or crediting after the test. Beyond this, ordered goods are not returned.

RIGHTS. Supplier retains all intellectual and industrial property rights in and to the products and other material delivered to Customer, including but not limited to inventions (whether patented/patentable or not), chemical compositions, trademarks, designs, copyrights, visual representations, methods of manufacture, know-how, trade secrets and similar. The Customer agrees not to copy, alter, modify, reverse engineer or attempt to derive the composition or underlying information, structure or ideas associated with the products or other materials delivered to Customer.

PRODUCT LIABILITY. If the goods sold cause damage to person or thing, and this is because they do not offer the security that the user or the public could reasonably expect, the Supplier is liable for damages to the extent that such liability follows from Act of 23 December 1988 no. 104 on product liability. Other consequential or indirect damages are not compensated.

CERTIFICATION. The Customer shall be responsible for ensuring that Customer's ownership, use and storage of the products complies with any applicable regulatory requirements with respect to the lawfulness of the ownership, use and storage of the products. If – and to the extent – that certification or similar is required for the Customer's use of the products, the Customer is solely responsible for obtaining such approvals at its own cost, and to otherwise ensure compliance with applicable law and regulations.

INDEMNIFICATION. The Customer shall be solely responsible for its ownership and Customer's own use of the products, and shall indemnify and hold Supplier harmless against any and all liabilities, including claims, judgments, costs and reasonable attorney fees, for anything done or omitted by the Customer and/or its end-customers (if relevant) with respect to ownership and use of the products, including, without limitation, personal injury and non-compliance with certification requirements and applicable law in general.

LIMITATION OF LIABILITY. The Supplier disclaims responsibility for direct or indirect financial losses that may result from a breach of the Agreement, use of the products, defective products or delayed delivery of products. However, this does not apply in cases where the Supplier has intentionally or with gross negligence caused the breach. In such cases, however, the liability shall be limited to the invoice value of the defective/delayed product(s).

FORCE MAJEURE. The Supplier shall not be liable for the Supplier's failure to fulfill its obligations under this Agreement for reasons beyond the Suppliers' control.

A party's obligation to fulfill its obligations under the contract is revoked, and the party is free from liability for non-fulfillment, if there is a circumstance that prevents fulfillment of the contract that is beyond the party's control, and which is normally considered a force majeure event according to Norwegian law. Failure of payment shall never constitute force majeure. In cases of force majeure, the other party shall be notified without undue delay.

The Parties agree that the outbreak of the COVID-19 disease will constitute a relevant force majeure event for the purpose of this clause, but only to the extent that a direction of a relevant government:

- a) directly prevents the performance of a Party's obligations hereunder; and
- b) either Party cannot mitigate the impact of the above by use of reasonable endeavours.

DATA PROTECTION. Each Party shall fulfill its respective obligations under applicable data protection law, with respect to personal data processed by the Party for the purpose of performing the Party's obligations under this Agreement.

CONFIDENTIALITY. The content and terms of the agreement are confidential and apply to all parties. The agreement shall only be available to relevant persons on a need-to-know basis and confidentiality applies even if the agreement should terminate, for whichever reason. The Parties shall treat as confidential all information, know-how or other material which is of such a nature that it should be considered confidential, and which is disclosed to the other party through business activities regulated by this Agreement.

TRANSFER. The Customer shall not assign, transfer, or delegate any of its rights, interests or obligations under this agreement without the prior written consent of the Supplier. The Supplier may assign, transfer or delegate its rights, interests or obligations under this Agreement without consent of the Customer.

ETHICS POLICY. The Supplier has a global ethics policy that governs the behavior and relationships between the Supplier's employees and the Supplier's customers and suppliers.

Our Code of Conduct sets out our expectations, commitments, and requirements for ethical conduct. The Code applies to Bioenvision board members, employees and hired contractors.

The Code reflects our values and provides guidance on issues individuals may face in their daily work.

Important principles in our Code are:

- High ethical standards
- Treat ethics as an integral part of our business
- Act comfortably within our ethical standards and within the law
- Expect high ethical standards from everyone acting on our behalf
- We are transparent in dealing with ethical issues
- We expect that the Customer agrees to abide by our Code of conduct

The policy can be found at www.bioenvision.no

By entering into the agreement, the Customer agrees to comply with and be bound by these Standard terms and conditions policy, as they form an integral part of the agreement.

CHOICE OF LAW AND JURISDICTION. This agreement is subject to Norwegian law. Any disputes relating to this agreement or the parties' cooperation, and which cannot be settled amicably, shall be subject to the sole jurisdiction of Telemark district court (NO: Telemark tingrett).

Either party may terminate the agreement with immediate effect if the other party materially breaches its contractual obligations and the breaching party has not remedied the material breach within 14 days after receiving written notice thereof from the non-breaching party.

CODE OF CONDUCT 2023

Our ability to create value is dependent on applying high ethical standards to create a trust-based relationship with our people, our owners, our business partners and our communities.

The Code of Conduct sets out our expectations, commitments, and requirements for ethical conduct. The Code applies to Bioenvision's board members, employees and hired personnel.

The purpose of the code is to describe our business ethics standards.

Working environment

We behave with respect for the people with whom we work. Harassment, bullying, discrimination, or other behavior that may be perceived as threatening or degrading is not acceptable. We do not discriminate against others on the grounds of race, gender, sexual preference or any other grounds.

Ethical business conduct

We conduct our business in a fair and ethical manner, promoting healthy competition and protecting the interests of our customers and other stakeholders.

Compliance with the law

We comply with the laws and regulations of the countries in which we work. We understand and adhere to the standards of business conduct relevant to our profession, assignment and position. We will not be prompted by any misguided sense of loyalty or desire for personal gain to violate applicable laws, our governing elements, policies or policy descriptions.

Financial offerings, gifts and entertainment

We do not offer or accept any kind of monetary benefits or gifts to achieve business advantages which we would not otherwise be entitled to. If we receive such offerings, we question why they are made and if anything is expected in return. We ensure that all offerings of any significance are disclosed and approved by our respective manager.

Conflicts of interest

We do not engage in activities, hold, or trade in assets that involve, or might appear to involve, a conflict between our personal interests and those of the company. Such conflicts of interest could compromise our ability to make correct business decisions. In cases of doubt, we will discuss the situation with our respective manager.

Bribery and corruption

We have a zero-tolerance policy towards bribery, which is the offering, acceptance, solicitation or promise of benefits, in any kind, to gain business advantages to which we would otherwise not be entitled. Bribery is illegal worldwide, and we are committed to comply with relevant laws prohibiting bribery.

Drugs and alcohol

Possession or use of any substance prohibited by law is not tolerated while on duty or representing the company. Consumption of alcohol in the workplace is not allowed except where it is acceptable in moderate amounts and appropriate with the circumstances, local customs and applicable laws.

External engagement

We obtain approval from our respective manager before engaging in external business enterprises, statutory authorities or similar bodies which may have commercial relations to our company. When participating in an external activity, we will ensure that any opinions we express are in harmony with the company's interests.

Confidential information and insider dealing

We show great care before sharing confidential or business sensitive information with others. When appropriate we obtain a confidentiality agreement.