

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Subject

1.1 These general terms and conditions of purchase ("**General Terms and Conditions**") shall apply to all sales of goods ("**Goods**") and/or supplies of services ("**Services**") made by the supplier ("**Supplier**") to EG S.p.A., a company subject to the management and coordination of Stada Arzneimittel AG, with registered office in Via Pavia 6, 20136, Milan, fiscal code, VAT code and registration number in the Milano Monza Brianza and Lodi Companies Register No. 12432150154 ("**EG**"), related to each purchase order ("**Order**") issued by EG. EG and the Supplier may also be hereinafter referred to individually as "**Party**" and jointly as "**Parties**".

1.2 These General Terms and Conditions do not constitute a novation agreement on any other previous contracts entered into between the Parties and still in force.

1.3 These General Terms and Conditions may be amended and overruled by specific terms and conditions in writing ("**Specific Terms and Conditions**"), expressly contained into the Order.

1.4 Without any prejudice to article 1.2 above, the purchase of Goods and/or Services by EG shall be governed (in the following priority order) by: (i) the Order; (ii) the Specific Terms and Conditions, if any; (iii) the General Terms and Conditions which form an integral part thereof; as well as by (iv) any further documents, including technical documents, describing the purchased Goods and/or Services, that are attached to the Order, and provided that they contain the relevant references (for example, the Order number) ("**Documentation**").

1.5 These General Terms and Conditions and the Specific Terms and Conditions, if any, shall apply exclusively and, therefore, shall prevail over any general or specific conditions of sale of the Supplier.

2. Conclusion of the Contract

2.1 In order to purchase Goods and/or Services offered by the Supplier, EG shall place the Order in writing and forward it to the Supplier. Without prior issuance of the Order, EG shall not be - under any circumstances - deemed as bound to perform a purchase. The Order by EG towards the Supplier will become binding - with subsequent conclusion of the contract thereof (the "**Contract**") - upon acceptance of the Order by the latter. In particular, the Supplier shall accept the Order within 5 calendar days from the receipt thereof, by means of a signature for acceptance of these General Terms and Conditions and the subsequent upload of them (i) on the Ariba portal at the link <https://service.ariba.com/Supplier.aw>; or, alternatively (ii) through the dialog box that shall open by clicking the dialog buttons "*Invia Messaggio*" or "*Elabora Ordine*" featured in the e-mail containing the Order, for acceptance.

2.2. It being understood that, with the actual execution of the Order by the Supplier, the Contract shall be deemed to be concluded, and the General Terms and Conditions hereof shall be intended as applicable to the relevant Order, but EG will have the right to withdraw from the Contract, by rejecting the performance of Services or by returning, within 14 days, the Goods that have been delivered without a formal acceptance of the Supplier made known to EG in accordance with the provision of article 2.1 above. It is understood, as well, that whereas the performance of the Supplier is different from the Order, the Contract shall not be considered as validly concluded and nothing will be charged on EG.

2.3 EG shall have, at any time, the right to withdraw from Contracts entailing a continuous or instalment supply of Goods and from the Contracts having as subject matter the performance of Services, in accordance with article 1372, paragraph 2, of the Italian Civil Code, by a simple written notice to the Supplier and effective from the first subsequent business day. EG shall also have the right to withdraw from each and any Contract, even derogating article 1373, paragraph 1, of the Italian Civil Code, whereas, upon its unobjectionable judgment, will deem that the Supplier ceased to be technically fit to regularly perform the supply of Goods or Services or whereas, still upon its unobjectionable judgment, will deem that the Supplier is facing economic challenges capable to jeopardize the regular supply of Goods or Services and, still, whereas the former is facing legal proceedings for the recovery of outstanding receivables, seizure or foreclosures, or if the same Supplier is insolvent or is subject to any kind of collective proceedings, liquidation or compulsory arrangement with creditors, as long as this right to withdraw is compliant with the law.

3. Price

3.1 The price of the Goods and/or Services ("**Price**") must be indicated expressly and in detail in each Order and in any other document specifically indicated in the Order.

3.2 The Price of the Goods and/or the Services indicated in the Order is understood to be exclusive of applicable statutory tax and charges, unless indicated otherwise in the Order.

3.3 All the Prices indicated in the Order are fixed and shall not be subject to any modification. The Prices shall remain unchanged even in case of increase in the cost of materials and/or production, including without limitation, material and labor costs, for any reason whatsoever, including force majeure.

4. Delivery

4.1 The Order shall set out the terms of delivery. The terms of delivery are binding and of essential and no delay shall be tolerated unless approved in writing by EG.

4.2 In case it has been agreed that the transport and delivery of the Goods and/or Services subject of an Order shall be

charged to the Supplier, the date indicated as the delivery date ("**Delivery Date**") shall be the date on which the Goods and/or Services, the related shipment documents and any other technical document and/or manual relating to their functioning, maintenance and/or execution (which, unless otherwise specified in the Order, shall be drafted in Italian and/or English) and received at the place of delivery (EG's warehouse or any other location specified in the Order).

4.3 The title and ownership of the supply shall be transferred at the time of the delivery at EG's premises or at whatever other destination is indicated in the Order. The Supplier shall therefore be held liable for any risk connected to the transport. The transport and any loss and/or damage to the Goods during transport shall be the sole liability of the Supplier, unless otherwise indicated in the Order.

4.4 The Supplier undertakes to use only professional carriers and to check their compliance with all legal requirements and that their operations comply with the best market practices.

4.5 Unless expressly indicated, the cost of transportation shall be deemed to be included in the Price and the delivery shall be "*delivery duty paid*" (DDP – INCOTERMS 2020). The on-time delivery of the Goods and/or Services to the place of delivery is a condition for payment of the Price by EG and the issuance of any invoice by the Supplier.

4.6 In the event the Goods are carried by EG, the Delivery Date is deemed to be the date on which the Goods contemplated in the Order, the relevant shipment documents and/or any other document shall be ready to be picked up at the location expressly indicated in the Order, by EG's carrier, whose name shall be previously communicated in writing to the Supplier, if not already provided in the Order.

4.7 Goods delivered and/or Services provided before the Delivery Date indicated in the Order may not be accepted by EG and may be returned or stored at Supplier's expense and risk. Furthermore, the Supplier shall not be entitled to deliver any transport provider any Goods and/or Services that have not been requested by EG under a Contract or any other act duly authorized and signed by EG's legal representative.

4.8 Should the volume of Goods and/or Services delivered exceed the quantity indicated in the Order, EG shall not be obliged to pay for such excess of Goods and/or Services, which shall remain the property of EG at the risk of the Supplier, and which shall be picked up by the latter at its own expense within 20 days, after which EG shall be entitled to dispose the Goods at the Suppliers' expense.

4.9 The Supplier shall:

- (i) promptly notify EG in writing of any known or possible delay with respect to the Delivery Date set out in the Order, and
- (ii) indicate, within the same communication, the reasons for the delay and its estimated duration.

4.10 In the event of delay referred to in art. 4.9 above, EG will have the right to:

- (i) communicate to the Supplier a new date to deliver the Goods or provide the Services, or
- (ii) notify the Supplier of the termination of the relevant Contract for breach of contract, pursuant to article 1456 of the Italian Civil Code, and ask to be refunded for any amount already paid to the Supplier under the Contract.

4.11 In any case of delayed, failed, incomplete or inconsistent delivery of the Goods or performance of the Services, EG shall:

- (i) withhold payments due to the Supplier in respect of delayed, failed, incomplete or inconsistent delivery of the Goods or performance of the Services;
- (ii) require the Supplier to ship the Goods via air transport at its own expense;
- (iii) apply to the Supplier a penalty for delay equal to 5% (five per cent) of the total amount of the Order for each week's delay until the delivery of Goods or full performance of Services, without prejudice to other rights.

4.12 The Supplier represents and warrants that, it shall have adequate product and third-party liability insurance coverage for all Goods or Services delivered or supplied, in accordance with normal market standards practiced at the time of such delivery and/or supply.

4.13 If the delivery concerns Services, the Order shall be deemed to be fulfilled by the Supplier upon the completion of the relevant Service and the provision of any related documents, including therein final reports on the Service.

4.14 It is expressly agreed that the Supplier may not subcontract the manufacture of the Goods and/or the provision of the Services under a Contract without prior written authorization by EG.

5. Packaging

5.1 The packaging, storage and labelling of the material to be supplied shall be carried out in accordance with best business practice and all applicable laws, also in order to allow easy identification of the country or place of origin of the supply. In any event, at least the destination, the job number, the Order number, the gross/net weight in kg, the packaging number and contents of the delivery must be clearly indicated. The Supplier shall be held liable and shall reimburse any damage caused by the packaging and/or storage and/or transportation.

5.2 In particular, the material must be suitably packaged according to the type of material, with adequate packaging that protects against knocks during transportation and guarantees its arrival at the destination in conditions of integrity. In any case, the material must be packaged in suitable containers which ensure loading/unloading in compliance with safety regulations. Should these conditions not be met, EG reserves the right to prevent the unloading of the Goods and

to return them to the Supplier at the latter's expense.

5.3 It is agreed that the cost of packaging shall be borne by the Supplier, unless otherwise indicated in the Order.

6. Payment

6.1 Unless otherwise specified in the Order, and without prejudice to any other mandatory term established by law, the payment terms are as follows: invoices shall be paid by EG by bank transfer onto the current account already indicated by the Supplier, within ninety (90) days from the date of receipt of each invoice – end of month by EG. The Parties agree that the above ninety (90) days term shall commence:

a) should the Supplier be subject to the obligation of electronic invoicing, only upon the date of receipt of the relevant invoice by EG through the Exchange System (the "SDI"), as reported in the delivery notification to the recipient sent to the Supplier by the SDI, in accordance with the combined provisions of Legislative Decree No. 127 of 5 August 2015 and Legislative Decree No. 87 of 12 July 2018 (the "Electronic Invoicing");

b) should the Supplier not be subject to the obligation of Electronic Invoicing, only from the date of receipt by EG of the invoice for which the Supplier requests payment, and sent by e-mail to Invoice.egspa@legalmail.it.

6.2 With regard to the payment of the relevant invoices, the Supplier shall indicate the Order number on each invoice. In case the Supplier omits to indicate on the invoice the information described in this article 6, or if the information is incorrect, the Supplier hereby acknowledges and accepts that the payment of the Price may be subject to delay through no fault of EG. In such case, payment will be made only once the correct invoice has been received.

6.3 In the event of any non-conformities or defects ascertained by EG in the Goods delivered and/or Services provided, the payment term shall begin from whenever such non conformities or defects are eliminated and/or the faulty or defective Goods and Services are replaced by the Supplier.

6.4 In case of delayed payment by EG, beyond the terms agreed on above, through no fault of the Supplier, EG shall pay to the Supplier default interest for the amount due at the annual rate provided for by article 1284 of the Italian Civil Code plus one (1) percentage point.

6.5 The Supplier represents and warrants that, in performing the Contract it shall not - nor shall it allow to have occur - hold accounts in breach of the law, nor register non-existent expenses, the allocation of costs and/or expenses without correctly identifying them, or use false documents. The Supplier represents and warrants that it shall prepare accounts, records and files which are reasonably detailed and, in any event, accurately reflect the transactions carried out in performance of the Contract.

7. Warranties

7.1 The Supplier warrants that the manufacturing and supply of all Goods and Services shall comply with all applicable laws and industry standards, that the Goods and Services are suitable for the agreed and intended use, are free from faults and defects and warrants the total and partial good title to the Goods and Services and all their components provided pursuant to an Order, including if provided by a third party. Furthermore, the Supplier guarantees that it has full right and title to supply the Goods and provide the Services, and that the supply or performance does not breach any law or infringe any third party rights.

7.2 The Supplier shall also be liable for any prejudicial consequence, caused directly or indirectly, that may arise to EG as a result of violations of the statutory warranties and/or the warranties set out in these General Terms and Conditions.

7.3 If EG detects a breach of any of the warranties provided under articles 7.1 and 7.2 above, whilst such warranties are valid and in force, it shall inform the Supplier thereof within sixty (60) days of discovering such breach. If, due to time constraints, the Supplier is not able to fully remedy a breach, without prejudice to the rights and remedies under law, including without exclusion, the right to refuse to make payments in whole or in part, as the case may be, EG may:

(i) take suitable action to repair the faults and defects and/or make the material compliant;

(ii) procure the Goods and/or Services from another supplier, in which case (it being understood that this shall not in any way affect the rights of EG deriving from the breach of the warranties) all costs and expenses, including material, additional working hours, etc. incurred by EG, shall be borne by the Supplier; it being understood that all action taken by EG is aimed solely at limiting further damage, without constituting the forbearance of such breach or a waiver by EG of its actions or rights.

7.4 The warranty period will last for twelve (12) months from the date of delivery/completion of the Order. Any materials subsequently delivered to replace other faulty or malfunctioning materials shall have the same guarantee period as the original, and such period shall begin as of the replacement date.

7.5 If requested by EG, any repair or replacement under warranty shall be carried out on site at the Supplier's expense. Should it be necessary to send the part to be replaced or repaired to the Supplier, the cost of transportation and re-installation shall be borne by the Supplier. Any replacement, change or repair made by the Supplier must be made as soon as possible and in any case within eight (8) days of the same being flagged or within any other term agreed on in good faith by the Parties, also in relation to the relevant Goods or Service, the extent of the damage and EG's urgency in receiving such Goods/Service.

7.6 The provisions of this article 7 shall be in addition to any other right and remedy granted by applicable law, including

compensation for any direct and/or indirect damages that EG may suffer in relation to this article 7.

8. Supplier's Representations

8.1 The Supplier expressly represents and warrants that it has the resources, means, equipment and tools required for the supply of the Goods and/or the provision of the Services in accordance with the relevant Order.

8.2 The Supplier expressly represents and warrants that it has obtained all the authorizations required by applicable law and regulations for supplying the Goods (including, by way of example, their transportation) and for providing the Services. The Supplier expressly guarantees to keep the aforesaid authorizations valid for the entire duration of the Contract, and to provide for their promptly renewal in case of expiry.

8.3 Should the Supplier provide certain Services or part of them at EG's premises, the Supplier undertakes to comply with all applicable occupational health and safety legislation, in particular with the obligations under Legislative Decree No. 81/2008, as well as all the other relevant regulations in force, as applicable, with respect to the specific type of risks incurred in performing the work and carrying out the Services.

8.4 If requested by EG, the Supplier shall provide documental evidence of his compliance with the obligations set forth in this article 8.

9. Personal Data Processing

9.1 The Parties undertake, to the extent applicable to each, to process any personal data collected within the scope of these General Terms and Conditions in accordance with Regulation (EU) 2016/679 ("**GDPR**") and with the all applicable laws regarding the protection of personal data. Each Party shall in any event be the sole data controller for the processing they carry out and shall thus be solely liable. The Parties represent that they have adopted all the security, organizational, regulatory, and technical measures required by applicable data protection legislation in their capacity of Data Controllers or Data Processor pursuant to the Contract. The personal data shall be processed using hard and soft copies thereof for the purposes relating to the fulfilment of contractual obligations.

9.2 Each Party also acknowledges that they have been duly informed by the other Party on the processing of its data under these General Terms and Conditions.

10. Confidentiality

10.1 The Supplier undertakes to keep strictly confidential and not to disclose to third parties – and shall procure that its employees, advisors, external collaborators and consultants keep strictly confidential and do not disclose to third parties or otherwise use (thereby guaranteeing third party promise pursuant to article 1381 of the Italian Civil Code) – any and all information, know-how, internal procedures, plans and projects relating to the Contracts governed by these General Terms and Conditions, to EG, to the latter's property, employees, advisors, customers and/or suppliers, which they may acquire during the execution of any contractual relationship (the "**Confidential Information**") or after its termination or early termination for any reason whatsoever.

10.2 The Supplier undertakes not to issue unless authorized in writing by EG or otherwise required by law, competent judicial authorities or the Police, any statement or communication to any social security, insurance or inspectorate body or authority and in general to third parties, if such statement or communication could also impact EG.

10.3 Otherwise, the Supplier shall be held liable by EG for any incorrect, incomplete, false or unsupported statements made and EG shall be entitled to terminate any Contract concluded in execution of these General Terms and Conditions, pursuant to article 1456 of the Civil Code, without prejudice to EG's right to seek the compensation for damages caused by the Supplier.

10.4 The confidentiality undertaking under this article 10 shall be valid for the entire duration of the Contract and for 10 (ten) years after its expiry, termination or early termination for any reason whatsoever, or if later, until the date when the Confidential Information legally come into the public domain or cease to have commercial value.

11. Administrative responsibility

11.1 The Supplier represents that it is aware of, complies with and shall not breach current anti-bribery legislation – including but not limited to Legislative Decree No. 231 of 8 June 2001, which sets forth "*Regulations on the administrative liability of legal entities, companies and associations with or without legal personality, pursuant to Article 11 of Law 300 of 29 September 2000*" (hereinafter, the "**Decree 231/2001**").

11.2 The Supplier declares to have duly read and undertakes to comply with the provisions of EG's Organizational Model and Code of Ethics related to the subject of these General Terms and Conditions and to refrain from any act or behavior, even if only preliminary to the commission of the crimes provided for by Legislative Decree No. 231/2001. The obligations set forth herein are deemed to be assumed also for the obligation or act of a third party, pursuant to Art. 1381 of the Italian Civil Code.

12. Notices

12.1 Any communication or notice required to be given by either Party to the other relating to these General Terms and Conditions and/or the Contract must be made in writing and sent to the addresses specified below or to any other address that either Party may communicate to the other in writing after entering into the Contract:

(i) If to EG: EG S.p.A., Via Pavia 6 – 20136 Milano Tel: +39 02 8310371 Att.: Indirect Procurement Department – e-mail:

indirect.procurement@eglab.it

(ii) If to the Supplier, to the address that the Supplier shall indicate in the Order. If no address is provided therein, then at its registered office.

12.2 The Supplier must refer to the relevant Order number in any letter, invoice, delivery note, or other written communication sent concerning the Order.

13. Miscellaneous

13.1 Without prejudice to the provisions of article 1.2 of these General Terms and Conditions, each Contract, together with all the Documentation, constitutes the whole agreement between the Parties relating to its object. It supersedes and extinguishes any prior agreement, commitment, representation and guarantee of any kind, whether spoken or written, relating to the contents of the Contract.

13.2 In negotiating, signing and performing the provisions of these General Terms and Conditions, the Parties have acted and act in an autonomous entrepreneurial capacity. Therefore, neither these General Terms and Conditions nor the Contract may be construed as establishing in any way a joint venture, company, association, agency or similar. EG is in no way granting the Supplier with any power of representation with respect to third parties. The employees, collaborators, consultants, and directors of one Party are not and cannot be considered to be the employees, collaborators, consultants or directors of the other Party. In the execution of the provisions of these General Terms and Conditions, the Supplier shall provide its services fully autonomously and shall not be subordinate to or subject to the hierarchy of EG. Consequently, the Supplier undertakes to indemnify and hold EG harmless from and against any damage, charge, cost, or expense, including therein legal fees, which could result from actions or omissions by personnel engaged by the Supplier.

13.3 Any amendment to these General Terms and Conditions or to the Contract shall not be effective between the Parties unless it has been made in writing and signed in advance by both Parties. Any terms and conditions unilaterally provided by the Supplier are expressly understood to be null and void unless they have been specifically approved in writing.

13.4 The Supplier shall not assign to third parties, even partially, any of its receivables or its obligations and rights deriving from Contracts with EG, without the prior written consent of EG. The Supplier hereby authorizes EG to assign the Contracts concluded under these General Terms and Conditions and/or the related obligations and rights deriving there from, even partially, to third parties.

13.5 Any forbearance by one Party of the other Party's breach of the provisions of these General Terms and Conditions shall not constitute a waiver of any right deriving from the breached provision or of the right to demand the full and timely performance of all the terms and conditions set out herein.

13.6 If any provision of these General Terms and Conditions is held to be wholly or partially invalid, ineffective and/or unenforceable for any reason whatsoever, the validity and enforceability of the other provision therein shall not be affected. The Parties undertake to replace in good faith any provision held to be invalid and/or unenforceable with another provision with substantially the same effects.

13.7 The Supplier represents that it has read, is familiar with and undertakes to fully and carefully comply with, the Code of Professional Conduct of Farmindustria (Italian Pharmaceutical Industry Association) and Assogenerici (Italian Generic Medicine Industry Association).

13.8 Unless otherwise provided for in the Documentation, the term "day" or "days" shall be understood as "calendar days".

14. Governing Law and Jurisdiction

14.1 The Contract shall be governed by the laws of Italy, without prejudice to the application of any other law that cannot be expressly derogated from or excluded by the Parties. The applicability of the Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

14.2 For any dispute concerning these General Terms and Conditions, or in any way connected hereto – including without limitation, those relating to interpretation, validity, enforceability, performance and/or termination – which cannot be settled amicably, the Parties undertake to first attempt conciliation, in accordance with the provisions of the Milan Conciliation Body ("Organismo di Conciliazione Forense di Milano"), which the Parties expressly represent to know and fully accept. The Parties undertake to escalate any dispute to conciliation before pursuing any kind of legal action, including injunctive proceedings, as a condition precedent hereto. Should conciliation be unsuccessful, the dispute arising out or in any way connected to these General Terms and Conditions shall be submitted to the exclusive jurisdiction of the Court of Milan.

Place, Date

Supplier

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Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Supplier expressly approves the following clauses in the General Terms and Conditions: article 2.2 and 2.3 (EG's right to withdraw); article 4 (Delivery); article 7.2 and 7.3 (Warranties); article 13.2 (limitation to the Supplier's right to object) and 13.4 (restrictions for the Supplier on contractual freedom with third parties); article 14 (Governing Law and Jurisdiction).

Place, Date

Supplier

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