General Terms and Conditions for Purchasing of Goods and Products

Section A – General Provisions

1 Validity

1.1 The following general terms and conditions for purchase ("GTC") shall apply to all commercial transactions for the purchase of products, goods, processing, manufacturing and provision of ancillary services ("Products") by CordenPharma Fribourg SA or its affiliate ("CordenPharma") from the service provider or seller ("Supplier") identified on an order or other similar written request placed by CordenPharma ("Order").

1.2 For the purposes of procurement of raw materials and supplies for pharmaceutical and chemical manufacturing as well as manufacturing-related services, equipment, and components ("Technical Procurement") the special provisions of Section B below shall apply.

1.3 For the purposes of procurement of IT hardware, the term Product shall encompass any tangible products supplied by Supplier to CordenPharma (including embedded software such as firm-ware or operating software), to the exclusion of data-carriers bearing copies of stand-alone software.

2 Conclusion of Contract

2.1 These GTC constitute an integral part of any Order placed by CordenPharma and to the Supplier and shall supersede and exclude the application of any other terms and conditions, which may be written on or referred to in any quotation, confirmation, delivery order, invoice or any other document in any technical form used by Supplier in offering or selling Products to CordenPharma. For avoidance of any doubt, if a proposal, quotation, or other correspondence provided by Supplier to CordenPharma contains terms and conditions proposed by Supplier, CordenPharma's acceptance of any such purchase order, proposal or correspondence shall not be construed as assent to any of the terms and conditions contained therein.

2.2 Supplier's acceptance of the Order or the commencement of the services pursuant to the Order, whichever occurs first, shall constitute Supplier's agreement to the terms and conditions set forth in the Order and to the GTC.

2.3 Notwithstanding clause 2.1 of the GTC, in the event CordenPharma and Supplier have entered into a services agreement or other agreement such as a purchase or supply agreement, as amended or supplemented from time to time, prior to or apart from this Order that governs the provision of the same goods or services covered by this Order, then the purchase of such goods or services shall be governed by this Order and such agreement; provided, however, if there is a conflict between the terms of this Order and such agreement, the terms of such agreement shall prevail and/or supersede.

2.4 Through CordenPharma's inquiry, the Supplier is invited to submit an offer or quotation free of charge. The offer shall comply with CordenPharma's descriptions and objectives, requirements (URS), specifi- cations. Any divergences have to be pointed out expressly. The Sup- plier accepts its duty to provide clarification. The offer shall be binding for 60 days upon delivery to CordenPharma.

3 Delivery and Delay

3.1 Delivery shall be due on the agreed delivery date at the place of agreed destination. Delivery date must be confirmed by the Supplier within 4 business days after PO issuance through Order Confirmation or in any correspondence in regard to the Purchase Order. Default shall occur automatically in the event of delay without further reminder or notification required from CordenPharma. Partial delivery and early delivery shall only be permissible upon CordenPharma's consent.

3.2 In case of default, CordenPharma shall be deemed to continue demanding delivery of the Products. Supplier shall make all reasonable efforts to provide remediation actions and/or back up plan to ensure business continuity at Corden Pharma. However, CordenPharma shall be entitled to notify Supplier in writing at any time and without any additional grace period to renounce delivery and either claim damages for non- performance or withdraw from the Order and claim damages.

3.3 For each commenced day of being in default, Supplier shall be liable to pay liquidated damages to CordenPharma in the amount of 0.5% of the price of the delayed Products, up to a maximum amount of 7.5% of the price of the delayed Products. Liquidated damages are also due in case the delayed Products are accepted by CordenPharma without reservation. Payment of liquidated damages shall not discharge Supplier of any of its obligations or liabilities under the Order. CordenPharma's rights to further damages shall remain reserved.

4 Transport, Transfer of Risk, Insurance

4.1 Supplier will deliver the Products DAP CordenPharma designated address (Incoterms 2020) except where parties have mutually agreed in writing on other delivery conditions. When the mode of transport and routes are different than what is viewed as standard, then these must be agreed upon before shipment.

4.2 The transfer of title and risk shall take place upon delivery at the place of destination. The Supplier must maintain adequate product liability insurance. CordenPharma has the right to receive respective confirmation by Supplier.

5 Packaging and Documentation

5.1 Supplier shall bear full responsibility for correctly packing for the transportation and handling of the Products to its destination. The supplier shall guarantee compliance with existing distribution regulations (cGDP, IMDG & ADR etc.) and existing QAG. The Supplier shall have to draw attention to the need for special care when removing auxiliary constructions, etc.

5.2 Supplier shall provide to CordenPharma all relevant documentation regarding the Products ("Documentation") relevant CoA, packing list in agreed form, language, and number. If form, language, and number of the Documentation are not specified in the Order, the Documentation shall be made available both in paper form and electronic format in English language. Supplier shall update the Documentation in case of any subsequent modifications to the Products. For IT hardware the Documentation shall also include installation guide and user manual.

5.3 CordenPharma shall be entitled to use or have used and copy or have copied the Documentation for the contractual purpose and transfer it to any third party in conjunction with the transfer of the Products to such third party.

6 Inspection and Acceptance

6.1 Within sixty (60) days upon full delivery of the Products, CordenPharma shall be entitled to verify the Products on their conformity with the specifications, the warranties given by Supplier and any other acceptance criteria and conditions specifically agreed upon.

6.2 If the Products fail to meet the acceptance criteria, CordenPharma shall be entitled to the remedies set forth under the Section "Product Warranty". Acceptance of the Products shall not limit CordenPharma rights and remedies under product warranty.

7 Price and Payment

7.1 The prices for the Products are set forth in the Order. Subject to the contrary, the agreed price shall be regarded as fixed price in Swiss Francs (CHF). It shall be the gross amount including all incidental expenses, e.g., packing, transport costs, etc. but be exclusive of any value added tax, use tax, sales tax or similar tax. CordenPharma shall be entitled to withhold from payments any applicable withholding taxes.

7.2 Supplier may invoice the Products upon delivery. Invoices will be paid within sixty (60) days following receipt of the correct invoice by CordenPharma.

8 Warranty

8.1 From the delivery of the Products and for a period of twenty-four (24) months thereafter, Supplier warrants that the Products conform to the specification and are fit for the intended use in all material respects, do not show any defects impairing their value or suitability for the assumed or agreed use, that they fulfil the warranted qualities and comply with prescribed performances and specifications (and in case of IT hardware the software embedded is free from defects, viruses and other malicious codes). The same warranties shall apply to substitute deliveries and remedied defects.

8.2 Without prejudice to any additional rights which may arise from the applicable Swiss law, in case of Supplier's breach of any Product warranty, CordenPharma shall upon its own discretion demand either (i) rectification or replacement of the deficient Products by Supplier within a reasonable time limit at Supplier's own expense and risk, or (ii) a commensurate reduction in the price for the deficient Products. In the event that the defects prevent or seriously jeopardize the intended use of the Products, CordenPharma may also rescind from the Order with respect to the deficient Products against refund of all payments made with respect thereto. The Supplier shall be liable for sub- contractors as for its own performance.

8.3 The Supplier shall be responsible that third parties' proprietary rights (patents, designs, etc.) are not infringed through the delivery and use of the Products. The Supplier shall indemnify CordenPharma in full for any infringement.

9 Limitation of Liability

9.1 The warranties and remedies set forth in Section 8 shall not apply if and to the extent the cause for the breach of warranty is attributable to (i) CordenPharma making or causing to be made any modifications to the Products without being authorized by the terms of the Order or by Supplier's consent, (ii) CordenPharma's use of the Products other than as permitted by the Order or law.

9.2 To the extent permitted by law, neither party shall be liable for any indirect, consequential or punitive damages, including loss of profits.

9.3 The limitation of liability set forth herein does not apply to damages for death or bodily injury, breach of confidentiality, statutory product liability claims, indemnification for infringement of third-party rights, and damage resulting from breach of any contractual obligation due to wilful misconduct or gross negligence.

10 CordenPharma Code of Conduct

CordenPharma is committed to work with partners sharing the same environmental, social, and ethical principles in doing business. Consequently, the Supplier covenants to perform its obligations hereunder in compliance with the CordenPharma Pharma Code of Conduct (available at the following address: Code of Conduct | CordenPharma), which is incorporated as an integral part into the GTC.

11 Anti-Corruption

The Supplier agrees to comply with all applicable anti-bribery laws. Additionally, the Supplier understands and agrees to comply with the U.S. Foreign Corrupt Practices Act ("US FCPA"), the UK Bribery Act ("UK BA"), both as amended, as well as similar applicable laws of each country where the Supplier has its principal place of business and where the Supplier conducts activities under this GTC, and to take no action that might cause CordenPharma to be in violation of the US FCPA, the UK BA, or similar applicable laws. Additionally, the Supplier will make efforts to comply with requests for information, in- cluding answering questionnaires and narrowly tailored audit inquir- ies, to enable CordenPharma to ensure compliance with applicable anti- bribery laws.

12 Proprietary information / Confidentiality / Advertising

Supplier shall consider all information furnished by CordenPharma to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract unless Supplier obtains written permission from CordenPharma to do so. This paragraph shall also apply to drawings, specifications, or other documents prepared by Supplier for CordenPharma in connection with this order. Supplier shall not advertise or publish the fact that CordenPharma has contracted to purchase Prod- ucts and/or services from Supplier, nor shall any information relating to the order be disclosed without CordenPharma 's prior written permission. The Supplier is liable for all losses which arise from a breach of this obligation.

13 Intellectual Property

13.1 For consideration paid to Supplier and unless agreed otherwise and to the extent legally permissible, all intellectual property rights including but not limited to patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of Supplier's performance of the Order ("Resulting Intellectual Property") that were originally and specifically developed for CordenPharma shall become the sole property of CordenPharma and Supplier shall take such steps reasonably requested by CordenPharma to assign to CordenPharma any and all such rights, title and interest to the Resulting Intellectual Property. CordenPharma shall have the unrestricted, exclusive, and free right to use and exploit all Resulting Intellectual Property.

13.2 Supplier warrants and represents that all Resulting Intellectual Property (whether created by a third-party contractor, or otherwise) shall be free of claims of ownership by any third party.

14 Data Protection

14.1 Each party shall comply with applicable laws and regulations when processing personal data relating to the other party's personnel such as to administer their agreements, manage their business relationship and for legal, regulatory and compliance purposes.

14.2 Supplier shall inform CordenPharma in writing without undue delay of any data security incident or personal data breach involving personal data of CordenPharma's personnel or other confidential information.

14.3 Supplier shall inform CordenPharma in writing immediately in case Sup- plier is obliged to disclose personal data of CordenPharma's personnel or other confidential information under an order of a competent authority or a court unless it is legally prevented from informing CordenPharma.

15 Force Majeure

15.1 The parties shall not be liable for non-fulfilment of contractual obligations caused by events of force majeure. "Force Majeure" means all circumstances occurring after the conclusion of the contract which are not foreseeable and are objectively unavoidable.

15.2 The party affected by Force Majeure shall inform the other party in writing within two (2) business days and use reasonable efforts to remove such cause of non-performance. In case such cause cannot be removed within a reasonable time, the parties shall consult each other to find a mutually agreeable solution. In the event a period of Force Majeure exceeds thirty (30) days, the party not affected by Force Majeure may terminate the Order.

16 Assignment and Subcontracting

An Order cannot be assigned by Supplier nor can any part of it be subcontracted without the written consent of CordenPharma.

17 Applicable Law and Jurisdiction

17.1 These GTC as well as any Order shall be governed by and construed in accordance with the laws of Switzerland except as they relate to conflicts of law and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

17.2 The courts of Fribourg (Switzerland) shall have exclusive jurisdiction over any dispute arising out of or in connection with the Order or these GTC.

Section B – applicable to Technical Procurement

18 Assembly

If the Supplier is obliged to assemble the Products, this shall, subject to the agreement to the contrary, be included in the price.

19 Works at CordenPharma's Premises

In the case of works at CordenPharma's premises being required, CordenPharma's safety regulations including official requirements (e.g. SUVA, regulations of fire and construction police, labour policies, environmental regulations) are to be observed in addition to these GTC.

20 Palleted Products

20.1 All Products must be delivered in a clean, properly closed, labeled and protected condition. The transported Products (on EPAL/ISPM15 pallets) must be stretch wrapped (covering the top & sides) to protect the Products during shipping and transit. They must be free of contamination (i.e but not limited to dust, biological, dirt) Products with damaged exterior packaging will be refused at reception. Products which are delivered on EU-pallets must be covered in plastic and/or stretch wrapped with sufficient material to ensure that the Products do not move or are damaged during transportation.

20.2 All pallets must correspond to the EUR pallet norm and the EPAL criteria. Only pallets treated according to the ISPM 15 standard accepted. Pallets must be free of apparent defects (i.e and not limited to apparent nails, missing pallet shoe). Non conforming pallets might be refused by CordenPharma.

21 cGDP Compliance

21.1 All Products requiring compliance to cGDP temperature control must either be carried by a qualified transporter or where this is not possible, CordenPharma reserves the right to request the use of a supplier validated data logger or a CordenPharma data-logger.

21.2 Supplier will give required notices, and secure and pay for temporary permits, licenses and easements required for its work. Unless agreed otherwise, CordenPharma will secure and pay for permits, licenses and easements required for permanent installations; Supplier will furnish such assistance as CordenPharma may require.

22 Products Identification

22.1 The CordenPharma article number and the Order number must be included on all correspondence related to the order including the Deliv- ery Note.

22.2 The Article number / Description / Lot number / Production date / Use By Date / Name of Manufacturer, as applicable to the Products, must be noted and be visible on each transport pack unit and easily readable at a distance of 3 meters.

22.3 The batch number must not have a length longer than 10 letters (including spaces).

23 Product Certificates

23.1 All delivered raw materials, packaging materials and samples must be accompanied by a valid Certificate of Analysis ("CofA"). Supplier shall confirm with each PO the material specifications. If any change to the Material Safety Data Sheet ("MSDS") occurs or valid specification, Supplier shall inform CordenPharma immediately of such a change prior any shipment taking place. This shall be formalized by a Change Control notification.

23.2 For other delivered materials including Finished Products they must be accompanied by a valid Certificate of Conformity and / or a valid Certificate of Analysis ("CofA") according to the agreed quality control documentation required.

23.3 The original manufacturer of the Products must be shown on all CofAs.

23.4 The CofA must also be sent in advance to either qc.fribourg@cordenpharma.com with the corresponding PO-number, CordenPharma Internal number and Products in the subject line/space

23.5 We reserve the right to refuse reception of the Products if the corresponding CofA, COC or MSDS is not provided either before or at time of delivery.

24 Use By Date Minimum

The minimum remaining shelf-life for raw materials / packaging material has to be at least 90% of the total Products shelf-life. CordenPharma must confirm that the use of multiple batches are acceptable. Supplier shall always maintain full traceability.

25 Delivery of samples

For agreed sample deliveries, sent as part of a standard delivery, the sample(s) must be packed in clearly marked carton(s) on a minimum of five (5) sides with required paperwork included. If sent on a pallet, samples must be placed at the top of the pallet.

26 Order Quantity

The ordered quantity is the minimum quantity which must be delivered. Only when specifically confirmed by CordenPharma, can the Supplier make partial deliveries or can supply up to 10% more than ordered. CordenPharma accepts no responsibility for over delivered quantities.

CordenPharma Fribourg SA, March 2023