

TERMS & CONDITIONS

Euticals SpA/Euticals SAS/Euticals GmbH/Chorisis S.r.L.

1. **AGREEMENT AND ACCEPTANCE:** These Terms and Conditions govern the sale of Deliverables by Euticals Spa, Euticals SAS, Euticals GmbH and/or Chorisis S.r.L (each such entity individually or collectively referred to as “Supplier”) to Customer. These Terms and Conditions, along with the Supplier form to which these Terms and Conditions are incorporated by reference, constitute a binding contract between Customer and Supplier and are referred to herein as this “Agreement.” The terms and conditions of sales of Deliverables are limited to those contained in this Agreement and any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. By engaging Supplier to provide Deliverables, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Supplier have entered into a separate Supply Agreement, in which case the Supply Agreement will govern over these Terms and Conditions. For purposes of this Agreement, any product, material or good provided to Customer in the performance of this Agreement shall be referred to as “Deliverables” or “Deliverable.”

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. **DELIVERY; STORAGE:** All deliveries shall be made in accordance with any timelines set out in the Agreement. Supplier shall not, however, be liable for delay due to causes beyond Supplier’s reasonable control and without its fault or negligence, provided, Supplier exercises reasonable diligence in notifying Customer of the conditions which are causing the delay. Title to and risk of loss of each Deliverable shall transfer from Supplier to Customer upon delivery of such Deliverable EXW Supplier’s facility (INCOTERMS 2010) (“Delivery”). Evidence of Delivery will be through the issuance of the completed certificate of analysis to Customer. Customer is responsible for transportation of the Deliverable to Customer’s final destination, at the sole risk and expense of Customer. For avoidance of doubt, Customer is responsible for arranging pick up by the carrier and all shipping costs and risks. Should Customer request Supplier to assist with any arrangements with the carrier, such arrangements will be made by Supplier on behalf of Customer in accordance with Customer’s applicable instructions and at the sole risk and expense of Customer. If Customer does not pick up a Deliverable upon Delivery by Supplier, Supplier shall store such Deliverable at Supplier’s facilities or third-party storage location for 30 days at no cost and, thereafter, at a monthly storage charge to Customer for the duration of storage, billed at Supplier’s (or third-party’s as applicable) then current standard monthly storage fees and minimums, pro-rated for any partial month. For all Deliverables stored by Supplier, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed commitment to purchase such Deliverable; (iii) Customer is responsible for any decrease in market value of such Deliverable that relates to factors and circumstances outside of Supplier’s control; (iv) Customer is responsible for obtaining insurance for such Deliverable during the storage period, if desired; and (v) Customer is responsible for transportation of the Deliverable to Customer’s final destination, at the sole risk and expense of Customer.

3. **CONFIDENTIAL INFORMATION:** The exchange of Confidential Information shall be governed by the Confidentiality Agreement (the “CDA”) in place between the parties. If there is no CDA in place, then the following applies: The parties anticipate that they will exchange proprietary and confidential information during the term of this Agreement. The parties shall treat all information (whether written or oral) exchanged hereunder as confidential, and each party shall use the same degree of care used to protect and maintain its own confidential or proprietary information from unauthorized use or disclosure. Neither party shall use the other party’s proprietary or confidential information for any purpose other than in performance of this Agreement. Neither party shall disclose the other party’s confidential or proprietary information to any third party without prior written permission from the disclosing party. The receiving party may disclose the other party’s confidential or proprietary information to its employees and officers requiring access thereto solely as necessary to perform the Services, provided that each such employee and officer is bound by a written agreement to maintain the confidential or proprietary information in strict confidence and to use such information solely to perform the Services.

4. PAYMENT: Supplier will invoice Customer for a Deliverable upon Delivery. For all payments due in connection with this Agreement, Customer agrees to submit payment to Supplier no later than thirty (30) days after date of invoice. Any and all taxes, duties or fees applicable to the sale, export or import of materials or Deliverables (other than taxes based upon Supplier's income) shall be borne solely by Customer.

5. SUPPLIER IP: Supplier has, and shall retain, sole and exclusive rights of ownership in and to any of Supplier's intellectual property, and Customer does not acquire any license or other right to Supplier's intellectual property except to the extent necessary for the limited purpose of using Deliverables manufactured and supplied under this Agreement.

6. WARRANTIES: CUSTOMER WARRANTS THAT (I) ANY PRODUCT, MATERIALS, PROCESSES, AND THE LIKE FURNISHED TO SUPPLIER UNDER THE AGREEMENT ("CUSTOMER MATERIALS") WILL NOT INFRINGE ON ANY EXISTING PATENT, TRADEMARK OR COPYRIGHT, AND (II) CUSTOMER WILL COMPLY WITH ALL APPLICABLE LAWS IN RELATION TO ITS USE OF THE DELIVERABLES. UNLESS OTHERWISE STATED HEREIN, SUPPLIER DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED BY STATUTE OR IN WRITING, REGARDING ANY SERVICES OR THE DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING THEIR FITNESS FOR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR THEIR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES OR REPRESENTATIVES OF A PARTY HERETO, THAT ARE INCONSISTENT HEREWITH, SHALL BE DISREGARDED AND SHALL NOT BE BINDING ON SUCH PARTY.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY BREACH OF A WARRANTY CONTAINED HEREIN OR OF ANY OBLIGATION TO PERFORM SERVICES OR TO PROVIDE DELIVERABLES BY A SPECIFIED TIME. LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT BE DEEMED TO LIMIT EITHER PARTY'S INDEMNITY OR INSURANCE OBLIGATIONS UNDER THIS AGREEMENT.

8. INSURANCE: Each Party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to the conduct and performance of the services under this Agreement and use or sale of the Deliverables, as each Party customarily maintains with respect to similar activities. Customer is responsible for maintaining insurance on all materials that it has, or retains, title to, if insurance coverage of such materials is desired by Customer.

9. RECALLS: in the event any regulatory authority issues, or Customer voluntary undertakes, a recall of any Deliverable or any finished dosage pharmaceutical product containing a Deliverable, Supplier and Customer shall fully cooperate with each other in connection therewith. Supply shall comply with such a request, directive, order or determination and fees associated with such compliance shall be borne by Customer. Notwithstanding the foregoing, Customer shall bear the expenses of any recall of any Deliverable or any finished dosage form pharmaceutical product containing a Deliverable, and in no event will Supplier or its affiliates be financially responsible for the costs of, or associated with, any such recall.

10. FEDERAL, STATE AND LOCAL TAXES: Any taxes, duties or fees applicable to the sale, export or imports of Customer Materials or Deliverables or related to the performance of services shall be borne solely by the Customer. In the event Supplier has paid taxes, duties or fees relating to the sale, export or import of any Deliverable and Customer is entitled to receive a credit for such taxes, duties or fees, Customer agrees to reimburse Supplier.

11. INDEMNIFICATION: Customer shall indemnify, defend and hold Supplier, its affiliates and their directors, officers, employees and agents ("Supplier Indemnitee") harmless from and against any and all third party claims, damages, liabilities, losses, costs and expenses, including but not limited to attorneys' fees (collectively, "Claims")

arising from or related to: (i) Customer's or a third party's use or sale of the Deliverables, or Customer's or a third party's manufacture, use or sale of any product or service incorporating the Deliverables, including without limitation any Claims attributable to any product incorporating Deliverables or other Customer product (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) any Claims that any Deliverable or Customer Materials infringe a third Party's patent or other intellectual property rights, including without limitation any actual or alleged infringement related to the manufacture, sale or use of Deliverables, whether for purposes of preparing a regulatory filing or otherwise; (iii) any negligence or misconduct of Customer or any of its directors, officers, employees, or agents ("Customer Indemnitee"); and (iv) Customer's failure to comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities; except to the extent that such Claim is caused by the gross negligence or willful misconduct of Supplier Indemnitees.

12. **NON-PARTY SUBPOENAS:** in the event a subpoena or other court order requiring personal appearance or production of documents is received by Supplier in respect of litigation that Customer is involved in and to which Supplier is not a party, Customer agrees that Supplier shall obtain its own counsel and Customer agrees to indemnify Supplier from and against any and all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena and any required internal investigations.

13. **ASSIGNMENT:** Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without Supplier's written consent. Supplier's consent shall not be unreasonably withheld.

14. **TERMINATION FOR DEFAULT:** Each of the following events shall constitute a default by Customer for purposes of this Agreement (a) the insolvency of Customer, (b) any assignment for the benefit of creditors of Customer, (c) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Customer, (d) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Customer, and (e) failure by Customer to comply with any of the provisions of the Agreement, and (g) proof that any representations by Customer were false when made. In the event of a default by Customer which is not cured within thirty (30) days of receiving a notice of default, Supplier may terminate this Agreement in writing.

15. **EFFECT OF TERMINATION:** Upon termination as set forth in Section 14, Customer's obligation to Supplier shall be set forth in a final invoice and will include (a) the arrangement price of Deliverables previously delivered to Customer, not yet paid, (b) the arrangement price of completed or in process Deliverables not yet delivered, and (c) other actual costs and non-cancellable costs incurred by Supplier directly attributable to the Deliverables.

16. **WAIVER:** No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the Parties hereunder are cumulative and in addition to those which the Parties have at law or in equity. Supplier's failure to object to any provision contained in any communication from Customer shall not be deemed an acceptance of such provision or a waiver of any provision of this Agreement.

17. **COMPLIANCE WITH LAWS:** Customer shall, in the performance of the Agreement, comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities.

18. **BRIBERY AND CORRUPT PRACTICES:** Supplier is committed to complying with all applicable anti-corruption laws, regulations and policies worldwide. Supplier expects its customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment or anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the retention of business. Accordingly, Customer represents, agrees and warrants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of

money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business.

19. FORCE MAJEURE: Supplier shall not be liable for, or in connection with, any failure or delay in performance due wholly or partly to any strike, lock out or industrial disturbance at or affecting Supplier's premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders Supplier from performing the services as provided for under the Agreement.

20. GOVERNING LAW; ARBITRATION: This Agreement shall be governed by, interpreted and construed in accordance with laws of the country identified in the address for Supplier in the Agreement, without regard to its principles of conflicts of law. All disputes arising from or related to this Agreement may be submitted to arbitration in the city and country identified in the address for Supplier in the Agreement (or at another location agreed to by Supplier) under the then prevailing Rules of Arbitration of the International Chamber of Commerce and judgment may be entered on any award in a court of competent jurisdiction. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.