

ALFASIGMA NEDERLAND B.V.
GENERAL CONDITIONS OF SALE
FOR THE SUPPLY OF ALFASIGMA'S PRODUCTS

1. DEFINITIONS

1.1. For purposes of these General Conditions of Sale (the "GCS"), the following terms shall have the following meanings:

- (i) "**Alfasigma**": Alfasigma Nederland B.V.;
- (ii) "**Applicable Law**": all laws, codes, rules, regulations and orders of the governmental authorities, as amended from time to time, applicable to the rights and obligations of the Parties hereunder, including the cGDP;
- (iii) "**Buyer**": any company, entity or legal entity that purchases the Products from Alfasigma, possessing the necessary wholesale distribution authorization or the authorization to supply medicinal products to the public in accordance with cGDP;
- (iv) "**Consignee**": any company, entity or legal entity that receives the Products from Alfasigma on behalf of Buyer;
- (v) "**cGDP**": current Good Distribution Practices describing the minimum standards required to ensure that the quality and integrity of the Products is maintained throughout the supply chain;
- (vi) "**Intellectual Property Rights**": all intellectual and industrial property rights of Alfasigma, including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, Trademarks, know-how, technical specifications, data, were these rights registered or not, as well to these rights and any other right or form of protection of a similar nature or having equivalent effect;
- (vii) "**Order**": each written proposal to purchase the Products sent by the Buyer to Alfasigma;
- (viii) "**Order Confirmation**": each written acceptance of the Order sent by Alfasigma to the Buyer;
- (ix) "**Party**": each of Alfasigma and Buyer and "**Parties**" shall mean, collectively, Alfasigma and Buyer;
- (x) "**Products**": pharmaceutical products and specialties, APIs and food supplements produced and / or sold by Alfasigma;
- (xi) "**Restricted Party**": any natural or legal person, that is prohibited, restricted or sanctioned by laws, regulations, or policies from engaging in certain transactions by the United Nations (UN), the European Union (EU), the United States (US), the United Kingdom (UK);
- (xii) "**Sale**": each sales contract concluded between Alfasigma and the Buyer following receipt by the Buyer of the Order Confirmation from Alfasigma;
- (xiii) "**Sanctioned Country**": any country subject to sanctions programs adopted by the UN, EU, US, UK;
- (xiv) "**Trademarks**": all the brands of which Alfasigma or Alfasigma S.p.A. is owner or licensee.

2. GENERAL PROVISIONS

2.1. These GCS, as supplemented by agreed prices, payment and delivery terms and conditions, shall apply to every Sale of Products from Alfasigma to the Buyer and shall constitute the entire agreement between the Parties on the subject of the Sale of Products by Alfasigma to the Buyer, superseding all prior communications, negotiations, offers and discussions (oral or written) between the Parties. Notwithstanding the foregoing, in the event that Alfasigma and the Buyer are parties to a mutually executed and negotiated agreement that governs the supply and use of the Products (the "**Existing Agreement**"), the terms and conditions of such Existing Agreement shall be deemed to supersede these GCS for the specific purpose set forth therein.

2.2. Alfasigma reserves the right to unilaterally add, modify or eliminate any provision of these GCS. Additions, modifications or cancellations will apply to all Sales concluded from the 30th (thirtieth) day following the notification of the new GCS.

2.3. The Buyer, by placing an Order or with the acceptance by Alfasigma of an Order and more generally in any case in which he enters a Sale with Alfasigma, regardless of the form of acceptance, unconditionally accepts the GCS, and acknowledges that Alfasigma will not be bound by different conditions or by general conditions of purchase of the Buyer, even if they are referred to or contained in the Order or in any other documentation of origin of the Buyer, without the prior written express consent of Alfasigma. Different conditions and terms agreed in writing between the Parties in any individual Sale will prevail on these GCS, it being understood that these GCS

will continue to apply with respect to the provisions not amended by the Parties.

3. ORDERS

3.1. The Buyer shall send its Order in writing (by e-mail or other electronic means) to Alfasigma's Export & Customer Service and Alfasigma reserves the right to accept or refuse any such Order. Alfasigma also reserves the right (without prejudice to any other remedy) to cancel any uncompleted Order or to suspend delivery in the event of any of the Buyer's commitments with Alfasigma not being met or if Alfasigma is of the opinion that such commitment will not be met by the Buyer, with no liabilities to the Buyer.

3.2. A Sale shall be deemed entered when the Buyer receives a written Order Confirmation from Alfasigma (sent by e-mail or other electronic means) in accordance with the Order's terms and conditions. Should the Order Confirmation not comply with the Buyer's Order, the Buyer must notify Alfasigma in writing within 2 (two) days of receipt of the Order Confirmation. If the Buyer fails to provide such notification of non-compliance, Alfasigma shall not be liable for any incorrectness in the delivery of the Products caused by the Buyer's delayed or lacking notification to Alfasigma.

3.3. Any Order regularly confirmed and accepted in writing by Alfasigma cannot be cancelled or modified by the Buyer without the written consent of Alfasigma.

4. PRICE; PAYMENT

4.1. The price of the Products shall be the price last quoted in writing by Alfasigma to Buyer. The price includes the packaging normally used by Alfasigma. In the case of special packaging requested by the Buyer, Alfasigma reserves the right to charge the Buyer the related costs. Prices are deemed exclusive of VAT; Alfasigma shall, if required under Applicable Law, add VAT to the prices at the prevailing rate under the Applicable Law. In addition, the Buyer shall be responsible for any other taxes, levies or duties that are imposed under the Applicable Law in connection with the purchase of the Products.

4.2. The Buyer shall pay Alfasigma's invoice in EUR (Euros) or any foreign currency agreed in writing in advance, according to the payment terms and conditions stated in the Order Confirmation and Alfasigma's invoice. The Buyer has no right, without Alfasigma's prior written consent, to (i) make deductions for cash discount, expenses, taxes or duties of any kind, (ii) exercise any right of retention, counterclaims or set offs against Alfasigma's invoice or (iii) assign to any third party its debts towards Alfasigma. In no event shall the Buyer be entitled to suspend any payment, including in case of any disputed shipment of Products pursuant to section 6.4. The Buyer shall bear any bank charges arising on its side associated with the payment of Alfasigma's invoice.

4.3. If the Buyer fails to pay Alfasigma's invoice when due, Alfasigma, without prejudice to any other right, shall be entitled to (i) suspend any planned deliveries of the Products even if not related to the payment in question, (ii) modify the payment terms for any future Order (including advance payment or guaranteed payment), and (iii) claim reimbursement from the Buyer of all the expenses incurred for the recovery of the credit, also in favor of third parties possibly in charge of the recovery, without prejudice in any case to the right of Alfasigma to request compensation for the greater damage suffered, and (iv) charge statutory interests from the day on which payment was due at the rate set out in the Applicable Law. Any delay or irregularity in payments also determines the forfeiture of the Buyer from the benefit of the term for all Orders processed, resulting in the immediate collectability of any sum due for any reason to Alfasigma by the Buyer, without the need for a prior notice or communication.

4.4. Alfasigma shall retain ownership of the Products supplied until full payment thereof has been received from the Buyer.

4.5. Anything to the contrary in section 4.4 notwithstanding, from the moment of delivery of the Products to Buyer pursuant to the agreed delivery terms, the Buyer shall have the sole liability for, and shall bear all risks and costs associated with, the correct handling, suitable storage, distribution and sale of the Products in compliance with cGDP and any Applicable Law, The Buyer shall take all necessary measures for the protection of the proprietary rights of Alfasigma.

5. DELIVERY

- 5.1. Alfasigma shall deliver (either directly or indirectly through its authorized depository) the Products to the Buyer (i) in the quantities, (ii) at the prices, (iii) within the delivery date, (iv) in accordance with the delivery terms and (v) at the delivery place, as set forth in the Order Confirmation. Within the limitations of Applicable Law, Alfasigma reserves the right to make partial deliveries.
- 5.2. All Products shall be suitably packed and shipped in accordance with cGDP and with shipping instructions and special requirements specified in the Buyer's Order. Alfasigma shall include at least a data logger in each shipment to monitor and record environmental parameters during transportation.
- 5.3. The Buyer or the Consignee will sign, at the time of delivery, the delivery note, international delivery note (CMR) or other delivery documentation for receipt of the Products.
- 5.4. Transport shall be at Alfasigma or Buyer's expense and risk, as the case may be, in accordance with the agreed delivery term. Insurance against risks of any kind during transport shall be at Alfasigma's or Buyer's expense, as the case may be, in accordance with the agreed delivery term.
- 5.5. In all cases, whether a time for delivery be agreed or not, the time for delivery shall not be of the essence thus, within the limitations of Applicable Law, Alfasigma shall not be liable in any manner whatsoever for failure to deliver within such time and the Buyer shall not be entitled to claim compensation for any damages or indemnities of any kind arising from any such delay.

6. INSPECTION; REJECTION; REMEDIES

- 6.1. Upon receipt of the Products, the Buyer shall verify (i) the integrity of the packaging; (ii) the compliance with the temperature, in particular for cold chain Products, and in general the correct maintenance of the Products; (iii) the correspondence between the quantity indicated in the delivery note and the quantity delivered; (iv) the external appearance of the packaging and seals in order to identify any counterfeits or damage for each individual lot, and (v) the expiry date.
- 6.2. Within 10 (ten) days after receipt of the Products (or, in case of a latent defect, not reasonably detectable by Buyer by exercise of ordinary care in inspection at delivery, within 10 (ten) days from its discovery), the Buyer shall have the right to reject any allegedly defective Products upon written notice to Alfasigma setting forth the reasons for the rejection and attaching any supporting document thereof (the "Rejection Notice"). In the absence of any such Rejection Notice within the 10 (ten) days period above, the Buyer shall be deemed to have waived its right to reject such shipment of the Products.
- 6.3. In case of rejection by the Buyer of any shipment of the Products pursuant to section 6.2, then Buyer shall send a representative sample of such Products to Alfasigma and Alfasigma shall promptly test such sample in accordance with its test standards. Alfasigma shall give a written notice to Buyer of either acceptance or non-acceptance of Buyer's rejection no later than 60 (sixty) days after the receipt of the Rejection Notice. If Alfasigma does not accept Buyer's rejection, the Parties shall endeavor to settle such disagreement amicably and constructively between themselves. If the Parties are unable to reach accord as to any allegedly defective Product, the Parties shall submit the dispute to an independent testing organization of recognized repute within the pharmaceutical industry agreed upon by the Parties, the appointment of which shall not be unreasonably withheld or delayed by either Party. The determination of such independent testing organization shall be in writing and, in the absence of fraud or manifest error, shall be final and binding upon the Parties. The cost and expense of such independent testing organization, together with any documented cost directly borne by the other Party due to the independent testing organization's requests, shall be paid by the Party resulting in error with respect to such shipment according to the determination of the independent testing organization and neither Party shall be liable or bound to any further refund or reimbursement of costs.
- 6.4. Any Rejection Notice delivered under section 6.2 shall not entitle the Buyer to suspend or delay payment of Alfasigma's invoice in relation to such shipment of the Products. With respect to any Product which is found to be defective pursuant to this section 6, Alfasigma shall be entitled at its sole option and a sole remedy to refund the invoice price of such Product or replace the Product with a Product conforming with the Specifications at its

cost, by no later than ninety (90) days from the date of acknowledgement of rejection by Alfasigma or from decision of non-conformity by the independent testing organization under section 6.3.

- 6.5. All shipments of defective Products properly rejected by the Buyer shall, at Alfasigma's written request and option, be returned to Alfasigma or destroyed by the Buyer, in each case at Alfasigma's sole expenses. Accordingly, the Buyer shall not dispose of any defective Product without the prior written authorization and instructions of Alfasigma, and Alfasigma shall promptly notify the Buyer as to the disposal thereof at the conclusion of the procedures described under section 6.3.
- 6.6. Alfasigma shall not be held responsible for those defects which are due to (i) negligent or improper use of the Products; (ii) non-compliance with Alfasigma's instructions regarding maintenance and storage of the Products; (iii) modifications made by the Buyer or by third parties without the prior written authorization of Alfasigma.

7. RECALL

- 7.1. Either Party shall promptly inform the other Party by telephone or e-mail in case of recall of a Product supplied by Alfasigma. The Buyer shall immediately cease the sales of any such Product and take all appropriate actions for the recall (including but not limited to identification of the involved lots and quantity, and withdrawal from the market).
- 7.2. Any documented reasonable costs and expenses incurred by the Parties in connection with a recall, shall be borne by Alfasigma exclusively to the extent that the recall was caused by any breach by Alfasigma of its obligations hereunder, it being understood that in all other cases any such costs and expenses shall be borne by the Buyer, unless otherwise agreed in writing by the Parties.

8. PRODUCTS SAFETY

- 8.1. Where applicable, in the event that the Buyer becomes aware of a suspected adverse reaction and/or special situation and/or a suspected adverse event related to the administration of a Alfasigma Product (drug, medical device, food supplement, cosmetic), must send a safety report to the e-mail address info.nl@alfasigma.com, within 24 (twenty-four) working hours from when any employee of the Buyer becomes aware of it, compatibly with his working calendar.
- 8.2. Buyer guarantees that its staff is able to collect and transmit to Alfasigma safety report reports.
- 8.3. If needed and appropriate, the Buyer is available to sign a responsibility letter in order to allow Alfasigma to comply with the Applicable Law.

9. WARRANTIES

- 9.1. Each Party represents and warrants to the other Party that (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to perform its obligations hereunder and to consummate the transactions contemplated hereby, (ii) these GCS constitute the valid and binding obligation of it, enforceable against it in accordance with their terms, (iii) the performance of the obligations hereunder do not and will not violate, conflict with or result in the breach of (a) any provision of the articles of incorporation or by-laws or other organizational documents of such Party, (b) any material contract to which such Party is a party to, or (c) any Applicable Law.
- 9.2. The Buyer represents and warrants that (i) Buyer will hold, store, use, distribute and/or dispose of the Products supplied by Alfasigma in compliance with the Applicable Law; (ii) Buyer shall not state, attribute or allege that the Products have characteristics, qualities or uses that the Products do not actually have; and (iii) Buyer maintains and possesses, any license or permit as required in connection with the importation, purchase, distribution and sale of the Products in compliance with cGDP.
- 9.3. Alfasigma represents and warrants that (i) as at the date of delivery to Buyer, the Products shall comply and have been manufactured, processed, packaged, labeled, delivered and sold in accordance with their specifications and with all Applicable Law, and (ii) as of the date hereof, there are no pending or, to the best of its knowledge, threatened claims or actions asserted against Alfasigma relating to the Intellectual Property Rights; and

(iii) Alfasigma maintains and possesses, any license or permit as required in connection with the manufacture, sale and supply of the Products.

9.4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THESE GCS, ALFASIGMA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, CONCERNING THE PRODUCTS, OR THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PURPOSE.

10. INDEMNIFICATION

10.1. Each Party (the “**Indemnitor**”) agrees to indemnify and hold harmless the other Party and its affiliates, officers, directors, employees and agents (the “**Indemnitee**”) in respect of any and all claims, liabilities, losses, damages and costs (including reasonable attorneys’ fees) (the “**Losses**”) suffered or incurred by the Indemnitee arising from or based upon (i) any breach of any representations or warranties made, or obligations undertaken, by the Indemnitor in these GCS, or (ii) any Indemnitor’s negligence or wilful misconduct in connection with the performance of the activities hereunder, in each case except for Losses for which the Indemnitee has an obligation to indemnify the Indemnitor pursuant to this section 10.1.

10.2. If the Indemnitee becomes aware of any event which could reasonably give rise to the Indemnitor’s liability hereunder, the Indemnitee shall give the Indemnitor written notice of such event as soon as practicable and shall provide all reasonable particulars thereof, including whether it arises as a result of a claim by a third party. In no event shall either Party be liable to the other Party for indirect, special, incidental, consequential or exemplary damages, including but not limited to lost profits and damage to reputation, whether foreseeable or not, arising in connection with the Sale of the Product hereunder, provided, however, that (i) all amounts that the Indemnitee is required to pay to any third party as the result of a matter for which the Indemnitee is entitled to be indemnified hereunder shall be considered to be direct damages which are indemnifiable hereunder, and (ii) none of the exclusions and limitations under this section 10.2 shall apply to claims of gross negligence, fraud and wilful misconduct.

11. INTELLECTUAL PROPERTY RIGHTS; TRADEMARKS

11.1. Alfasigma and/or Alfasigma S.p.A. is the sole owner of any Intellectual Property Rights related to the Products. The Buyer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

11.2. Alfasigma and/or Alfasigma S.p.A. is the exclusive owner of the Trademarks. The Buyer will (i) abstain from using and registering trademarks that are similar and / or which may be confused with the Trademarks; (ii) use the Trademarks exclusively in compliance with the instructions of Alfasigma and exclusively for the purposes set out in these GCS; and (iii) not modify, alter, remove, cancel, cover the Trademarks or other distinctive signs of Alfasigma and/or Alfasigma S.p.A. affixed to the Products nor add to these other brands or distinctive signs.

12. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

12.1. The Buyer undertakes to comply with all applicable EU, Dutch, US and UK export control and international economic sanctions provisions related to the Products and agrees not to sell, resell, export, re-export, distribute, deliver, or otherwise transfer the Products, directly or indirectly, to any Sanctioned Country, unless such activities, transactions, dealings, sales or deliveries are not prohibited under any sanctions programs applicable to Alfasigma and to the Buyer, or are subject to a general or specific license or authorization.

12.2. The Buyer undertakes not to sell or deliver the Products to any Restricted Party, i.e. individuals or entities featuring on the United Nations Security Council Consolidated List, the List of Persons, Groups and Entities subject to EU Financial Sanctions, the OFAC Specially Designated Nationals and Blocked Persons List (SDN List) or the Consolidated List of Financial Sanctions Targets in the UK, nor to any entity owned or controlled by, or acting on behalf, of one or more Restricted Party .

12.3. The Buyer undertakes to promptly inform Alfasigma of any transfer or diversion of the Products to any Restricted Party, any prohibited destination, or of any use in violation of the applicable EU, Dutch, US and/or UK export control and/or international economic sanctions provisions. The Buyer shall be liable for any direct or consequential loss suffered by Alfasigma as a consequence of any breach of the applicable EU, Dutch, US or UK export

controls and/or international economic sanctions provisions applicable to any subsequent sale or transfer of the Products.

12.4. Buyer shall require any subsequent purchaser of the Products to comply with the obligations and requirements set forth in this section 12 regarding compliance with export controls and international economic sanctions.

12.5. In the event that performance by Alfasigma is prevented or made unreasonably difficult or excessively burdensome due to the occurrence of one or more of the following events (hereinafter “**Excusing Events**”):

- (i) any change in the EU, Dutch, US or UK regulations, including the adoption of restrictive measures;
- (ii) any amendment, extension or revision or any other change in the interpretation, by any court or regulatory authority, of laws in force at the date of the execution of the Sale;
- (iii) failure to obtain authorizations, permits or licenses for the sale, supply, transfer or export of the Products by any competent authority and / or failure to obtain prior authorization for transfers of funds by the competent authorities - as required by the applicable EU, Dutch and/or US and UK Law;
- (iv) any other event, similar to those above listed, which is beyond the control of the Party against whom the claim would otherwise have been submitted.

Alfasigma and the Buyer shall consult and agree to identify any useful arrangement that may ensure the correct and timely execution of the transaction for a consultation period of 180 (one hundred and eighty) days (“**Consultation Period**”). The execution of the respective obligations shall be deemed to have been suspended during the Consultation Period. If after the Consultation Period the transaction cannot be executed because it has become invalid or unlawful under any Applicable Law, the Parties shall make all necessary arrangements to mitigate any possible detrimental effect on the Sale. If the transaction cannot be considered unlawful or invalid per se, but performance by either Party has become impossible or excessively burdensome, the Sale shall be suspended until the Excusing Event is terminated, and the Parties will commit to minimize any prejudice resulting from such suspension. If the Excusing Event exceeds a period of 180 (one hundred and eighty) days, Alfasigma shall be entitled to terminate the Sale by prior written notice to the Buyer.

13. FORCE MAJEURE

13.1. Any delay in the performance of any of the duties or obligations of any Party hereto (other than any delay to make payments on the due date) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by, or is the result of, any act of God, insurrections, riots, labor disputes (including strikes, lockouts, job actions, or boycotts), fires, explosions, floods, earthquakes, quarantine restrictions, shortages of raw materials, acts of the Health Authorities, or other unforeseeable causes beyond the control and without the fault or negligence of the Party so affected. The Party so affected shall give prompt written notice to the other Party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

14. CONFIDENTIALITY. PRIVACY. CODE OF ETHICS

14.1. Any information in any form provided by either Party (the “**Discloser**”) to the other Party (the “**Recipient**”) in connection with these GCS or the knowledge of which may otherwise be acquired by the Recipient hereunder shall be treated by the Recipient as strictly confidential. The Recipient undertakes to use any such information solely for the purposes of fulfilling its obligations under these GCS and not to disclose such information to any person without the Discloser’s prior written consent.

14.2. For the purposes of the execution of the Sale subject to these GCS, each Party shall determine the purposes and means of the processing of personal data in a completely independent manner, including but not limited to with respect to the personal data of the other Party’s employees in relation to the performance of the activities governed by these GCS. Therefore, each Party shall (i) act, for the purposes of EU Regulation 2016/679, as an independent data controller, and not as a joint controller, pursuant to art. 26 of said Regulation and (ii) indemnify and hold harmless the other Party in

respect of any and all costs, liabilities, burdens, disbursements (including reasonable attorneys' fees), third parties' claims or any other charges suffered or incurred by the other Party arising from or based upon any breach of the obligations undertaken by each Party in its capacity as independent data controller.

14.3. The processing of the Buyer's data by Alfasigma will be carried out in accordance with the provisions of the Information on Personal Data Processing that can be consulted, at any time, at the link: nl.alfasigma.com/privacyverklaringen/.

14.4. The Buyer acknowledges that, in order to comply with the anti-bribery Applicable Law, Alfasigma has adopted a "Code of Ethics" (available on Alfasigma's website www.alfasigma.com), to the principles of which Alfasigma conforms all its business practices, and which the Buyer hereby declares to have read and understood.

15. SEVERABILITY

15.1. In the event that any provision of these GCS are invalid, illegal, unenforceable or in conflict with the Applicable Law of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby as long as the

remaining provisions do not fundamentally alter the relations among the Parties.

16. GOVERNING LAW AND JURISDICTION

16.1. These GCS are made under, shall for all purposes be construed and enforced in accordance with, and governed by the laws of The Netherlands, excluding the conflict of law principles of such jurisdiction. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply.

16.2. Any claim, dispute or difference which may arise out of or in connection with these GCS or their validity, shall be deferred to exclusive competence of the Courts of Amsterdam, The Netherlands.

16.3. The rights and remedies of Alfasigma set forth herein shall be in addition to any rights or remedies which Alfasigma may otherwise have.

16.4. These GCS shall be deemed as accepted in their entirety by the Buyer if (i) the Sale between the Buyer and Alfasigma is concluded in accordance with section 2 hereof, or (ii) in any case, Alfasigma and/or the Buyer perform the activities covered by the Sale.