

GENERAL PURCHASE TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions ("Conditions") the following expressions shall have the following meaning:

- 1.1 "Buyer" shall mean any company in the Meribel Pharma group of companies (details at www.meribelpharma.com).
- 1.2 "Contract" means the contract between the Buyer and the Seller consisting of the Order, these Conditions, and any other documents (or parts thereof) specified in the Order.
- 1.3 "Equipment" means all jigs, tools, moulds, patterns, and other material supplied or loaned to the Seller or ordered by the Buyer from the Seller in connection with the Contract.
- 1.4 "Goods" means the articles or items or any of them described in the Order for supply to the Buyer.
- 1.5 "Material(s)" means all drawings, specifications (including the Specifications) and information supplied or loaned by the Buyer to the Seller in connection with the Contract.
- 1.6 "Order" means the order placed by the Buyer for the supply of the Goods and/or the performance of the Services.
- 1.7 "Seller" shall mean the person, firm or company to whom the Order is addressed.
- 1.8 "Services" means the services (if any) described in the Order to be undertaken by the Seller.
- 1.9 "Specifications" means the technical description or other requirements (if any) of the Goods or the Services contained or referred to in the Order.
- 1.10 "supply" shall where the context so permits include a sale, lease, hiring, or loan of the Goods and/or Services.
- 1.11 Words in the singular shall include the plural and vice versa. References to any gender shall include the others and references to legal persons shall include natural persons and vice versa. The term includes or including, means included without limitation, i.e., "not limited to". No term will be construed against Buyer as the drafting party. The headings in these Conditions are intended for reference only and do not affect their construction.

2. GENERAL

- 2.1 These Conditions shall be deemed to be incorporated in the Contract and in case of any inconsistency with any document incorporating or referring to these Conditions or any quotation letter or form of contract sent by Seller to Buyer or any other communication between Seller and Buyer whatever may be their respective dates, the provisions of these Conditions shall prevail unless expressly otherwise agreed or varied in writing and signed on behalf of Buyer. Any concession made or latitude allowed by Buyer to Seller shall not affect the strict rights of Buyer under the Contract. Buyer's failure to exercise any rights shall not imply a waiver of such rights, nor shall it preclude any further exercise of such rights. If in any case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect and parties shall replace such Condition with a valid or enforceable Condition which is analogous or equivalent to the invalid or unenforceable Condition. No variation to the order or these Conditions shall be binding unless expressly agreed in writing by Buyer and signed on its behalf.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The United Nations Convention on Contracts for the International Sale of Goods, held at Vienna on 11 April 1980, is excluded.
- 2.3 Each Order shall constitute a separate and severable Contract governed by these Conditions.
- 2.4 Seller shall at all times comply with any codes of conduct provided by Buyer to Seller. Seller undertakes to perform the Contract in line with the ethical and responsible behavior, principles and standards of the Meribel Pharma companies

(available at www.meribelpharma.com/code-conduct), as may be applicable.

3. ACKNOWLEDGEMENT

- 3.1 Buyer shall be bound by its Order only if:
 - 3.1.1 it is placed on its official order form; and
 - 3.1.2 Seller accepts in writing within fourteen (14) days of the date of the Order.
- 3.2 The Contract shall come into existence when the Seller accepts the Order. Until the date of acceptance of the Order, Buyer may withdraw from the Order, without any liability to Seller.

4. QUALITY AND DESCRIPTION

- 4.1 Seller must establish and maintain an effective Quality Assurance program (e.g. in accordance with ISO 9000 et seq. or equivalent and must follow European pharmaceutical industry standards and all applicable laws and regulations). Without prejudice to any other rights Buyer may have, Seller warrants that the Goods and Services shall:
 - 4.1.1 conform as to quantity, quality and description with the particulars stated in the Contract.
 - 4.1.2 be of appropriate materials and good workmanship.
 - 4.1.3 be provided with due care and skill.
 - 4.1.4 be equal in all respects to the Specifications and the samples or patterns provided or given by Buyer or provided or given by Seller and accepted by Buyer.
 - 4.1.5 be capable of any standard or performance specified in the Contract.
 - 4.1.6 be of merchantable and satisfactory quality and fit for the purpose for which they are required as indicated in the Contract either expressly or by implication.
 - 4.1.7 comply with all relevant legislation including, but not limited to, health and safety legislation.
 - 4.1.8 comply with all laws of the countries in which the Goods, or the products into which the Goods are to be incorporated, are to be sold or manufactured.
- 4.2 Seller shall comply with Buyer's reasonable instructions during manufacture, processing, storage and delivery of the Goods and the provision of the Services.
- 4.3 Seller represents and warrants that Goods or Services provided under this Contract do not infringe upon or violate any intellectual property rights. Seller shall indemnify, defend, and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any claim of Goods or Services infringing or misappropriating any third-party rights. This indemnity shall survive the termination or expiration of this Contract.

5. INSPECTION TESTING AND SAMPLES

- 5.1 If so required by Buyer, Seller shall submit samples of the Goods or Services for Buyer's approval before the bulk of the Goods are delivered or before the bulk of the Services are performed (as the case may be). Such samples should be marked for identification by Seller and will be retained by Buyer until the Services are completed or the Goods have been delivered.
- 5.2 Buyer or its representative shall be entitled to inspect and test the Goods during manufacture, processing or storage and shall also be entitled during manufacture to inspect progress against the plan agreed by the parties. If Buyer exercises this right Seller, at its own expense, shall provide or shall procure all such facilities as may be reasonably required by Buyer, including access to the premises of any sub-contractor. Notwithstanding any such inspection or testing,

Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect Seller's obligations or liabilities under the Contract.

5.3 If, as a result of any inspection or test under paragraph 5.2, of these Conditions, Buyer or its representative is of the reasonable opinion that the Goods or Services do not comply with the Contract, or are unlikely on completion of manufacture or processing to comply, Buyer shall inform Seller accordingly in writing and Seller shall, at Buyer's satisfaction, take such steps as may be necessary to ensure such compliance. The taking of such steps shall not limit or reduce Seller's obligations or liabilities under the Agreement.

5.4 For all Orders Seller will provide a certificate of conformance and/or a certificate of analysis with each delivery or with the Goods samples.

5.5 All Goods and other items supplied by Seller will be visually inspected by Buyer within a reasonable period after delivery in accordance with Buyer's procedures. Where Goods are supplied in batches, if any batch is rejected by Buyer due to visual defects or latent defects upon discovery then,

without prejudice to any other of its rights, Buyer shall have the option at its absolute discretion:

5.5.1 to return (or destroy as may be agreed) the consignment to Seller who shall proceed to send Buyer replacement quantities of all defective units; or

5.5.2 to return (or destroy as may be agreed) the consignment to Seller who shall proceed to reimburse Buyer the costs thereof.

5.6 Seller will inform Buyer in writing of any proposed changes to the Specification, Materials, Goods or Services including, but not limited to, any qualified raw materials and validated manufacturing processes. Seller shall allow a reasonable time for Buyer to complete its evaluation of the proposal. No changes shall be made without Buyer's written approval to proceed.

5.7 In the event that approval for the proposed change is not given by Buyer then Seller shall continue to supply the original Specification, Goods or Services, or Buyer shall have the right to cancel the Contract under Condition

6. DELIVERY

6.1 Seller shall comply with Buyer's requirements for packing, marking, labelling, and shipping as stated in Buyer instructions. The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport and be capable of long-term storage. Upon receipt the Goods shall be delivered by Seller carriage paid at the time they are dispatched for delivery and the Services shall be performed at the place or places and in the manner specified in the Contract or as subsequently agreed in writing by the parties. For Goods to be timely delivered, they must be delivered in the quantity, and at the time, date and location, stated in the Order. Accordingly, Seller recognizes that time stipulated for delivery of Goods, the correct quantity of Goods or any other time of performance of Seller's obligations hereunder shall be of the essence of the Contract. Unless otherwise agreed in writing by the Buyer, Incoterms shall be DDP Buyer's site.

6.2 Buyer shall not be under any obligation to return or pay for returnable packaging, packing cases, skids, drums and other re-usable articles used for packaging the Goods.

6.3 If the Goods are not delivered or the Services are not performed within the time specified in the Contract Buyer shall be entitled to terminate the Contract forthwith.

6.4 Without prejudice to any other of Buyer's rights, Goods not dispatched in time to reach Buyer by the date specified in the Contract shall, at Buyer's option, be delivered by express service at Seller's expense.

6.5 Unless otherwise agreed in writing by Buyer all deliveries must be made to Buyer during business hours Monday to Friday.

6.6 Seller shall send to Buyer on the days of dispatch for each consignment of Goods advice(s) of dispatch and invoice(s) as may be indicated in the Contract. Seller shall mark clearly Buyer's order number, Buyer's item number, quantity, batch number (where Goods are supplied in batches), description, Seller's name, Seller VAT number and manufacturing date on the relevant consignment package(s), packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto, and also indicate Buyer's name, VAT number and VAT address. Any failure by Seller to comply with the provisions of this paragraph may result in a delay in payment for or rejection of the Goods.

6.7 Seller shall not deliver the Goods in instalments without Buyer's prior written consent. If the Goods are to be delivered or the Services are to be performed by instalments the Contract shall be treated as a single Contract and not severable.

6.8 Unless otherwise agreed, Seller shall off load the Goods at the delivery point stated in the Order, at Seller's costs and risk.

6.9 If Seller delivers less than 95% or more than 110% of the quantity of the Goods ordered, Buyer may reject the Goods: and any rejected Goods shall be returnable at Seller's risk and expense. If Seller delivers more or less than the quantity of Goods ordered, and Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice of the Goods.

6.10 Notwithstanding any other rights of Buyer in the event of Seller's liability for non-performance, if the Goods are not provided, or Services are not performed in accordance with the

Specifications, Buyer may require that Seller: (i) refund any amounts paid by Buyer in connection with such Goods or Services within three (3) days of a demand by Buyer; and/or (ii) collect and/or replace such Goods and/or re-perform such Services free of charge within such periods as Buyer may request.

6.11 Seller shall, at its own expense, procure any import and/or export license or other authorization necessary for the delivery of the Goods, or the performance of the Services, and shall provide the certificate of origin and any other documents which Buyer may require for the purpose of taking delivery, and evidencing ownership, of the Goods.

7. STORAGE

If for any reason Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery Seller shall, if its storage facilities permit, store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

8. BUYER'S MATERIAL AND EQUIPMENT

8.1 Details of the Contract and of all Material and Equipment and all other information relating thereto shall be treated as confidential and shall not without the prior written consent of Buyer be disclosed by Seller, its officers or employees, or any sub-contractor of Seller to any third party or used by Seller or any such subcontractor for any other purpose than for supplying the Goods or Services to Buyer. This paragraph 8.1 survives the expiry or earlier termination of the Contract.

8.2 The Equipment and the Material shall be maintained in good condition by Seller and Seller shall indemnify Buyer against any loss or damage thereto whilst the same are in the possession or control of Seller.

8.3 Where the Goods are designed, created or otherwise developed by or for the Seller pursuant to the Contract then all intellectual property rights therein or relating thereto throughout the world (including, without limitation, patents, copyrights, design rights, registered designs, trademarks,

service marks and know-how and the rights to apply for any of the foregoing) (the “**Intellectual Property Rights**”) shall belong to Buyer absolutely. Seller hereby assigns the Intellectual Property Rights to Buyer with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in Buyer. Seller warrants to Buyer that the Intellectual Property Rights do not infringe any third-party rights and shall indemnify and hold Buyer harmless from any such liability or claim.

8.4 Seller shall at Buyer’s request (and notwithstanding the termination or expiry of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as Buyer may reasonably require:

8.4.1 to vest the legal title in, apply for, obtain and maintain in force in Buyer’ sole name (unless it otherwise directs) the Intellectual Property Rights.

8.4.2 to resist any objection or opposition to obtaining, and any petitions or applications for a revocation of, any of the Intellectual Property Rights.

8.4.3 to bring any proceedings for infringement of any of the Intellectual Property Rights.

8.5 Seller irrevocably undertakes that neither it nor any other person will assert against Buyer or any third party any moral rights in or relating to the Intellectual Property Rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this Condition 8 “moral right” shall have the meaning ascribed thereto by Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988 (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

8.6 The Material and the Equipment shall only be used for the purpose of manufacturing and supplying the Goods or performing the Services for Buyer and shall remain the absolute property of Buyer at all times.

8.7 All containers, pallets and packing materials supplied by Buyer to the Seller shall be maintained in good condition and shall remain the property of Buyer at all times.

8.8 At the request of Buyer, Seller shall promptly return the Material and the Equipment and the said containers, pallets and packing materials or part thereof to Buyer.

8.9 Seller may not change the location of the Material and Equipment without the prior approval of Buyer. Seller shall keep the Material and Equipment properly identified as the property of Buyer and separate from the rest of Buyer’s own property. In no event shall Buyer register the Material and Equipment as its property. In the event of seizure, retention or any claim by any third party in relation to the Material and Equipment, Seller shall declare the Material and Equipment to be the property of Buyer and shall prevent such seizure or retention and shall immediately inform Buyer and take, at its own cost, any measures to protect the Material and Equipment.

8.10 Without prejudice to Seller’s liability under the foregoing paragraph of this Condition 8, Seller shall maintain such insurance as Buyer may stipulate in respect of the Material and the Equipment and as shall be necessary to cover the said liability of Seller and Seller shall produce to Buyer on demand either:

8.10.1 such policies of insurance and the receipts for all premiums paid thereunder; or

8.10.2 a current certificate of insurance from the insurers under such policies.

9. PASSING OF PROPERTY AND RISK

9.1 Risk of damage to or loss of the Goods shall pass to Buyer on delivery to Buyer in accordance with the Contract.

9.2 The property of the Goods shall pass to Buyer at the latest after successful unloading on the date of delivery by Seller, but without prejudice to:

9.2.1 the passing of property at an earlier time under any statute or rule of law; or

9.2.2 any right of rejection which may accrue to Buyer whether under these Conditions or otherwise.

10. ACCEPTANCE OF GOODS AND/OR SERVICES

10.1 Buyer shall have the right to inspect the Goods, including the right to verify the quantity of Goods delivered prior to payment or accepting the Goods. Without prejudice to any of its other rights, Buyer may, by notice in writing, to Seller reject any or all the Goods which are found not to be in accordance with the Contract or in respect of which Seller has failed to comply with any of its obligations under the Contract.

10.2 Buyer shall, when giving notice of rejection, specify the reason for rejection and Seller shall remove such Goods at its risk and expense. In such case Seller shall, within a reasonable time stated by Buyer, replace such rejected Goods with Goods which are in all respects in accordance with the Contract or credit Buyer with the invoice price thereof at Buyer’s option. These Conditions will apply to any replaced Goods.

10.3 Any money paid by Buyer to Seller in respect of any rejected Goods not replaced by Seller within a reasonable time stated by Buyer, together with any additional expenditure over and above the Contract price reasonably incurred by Buyer in obtaining other goods in replacement, shall be paid by Seller to Buyer within seven (7) days of a demand by Buyer for such payment.

10.4 Buyer shall not be deemed to have accepted any Goods until Buyer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent.

11. PRICE AND PAYMENT

11.1 The price of the Goods or Services will be the price set out in the Contract. That price will remain in effect throughout the term of the Contract, except for any changes mutually agreed to by the parties in writing.

11.2 Seller shall offer the Buyer the most competitive price on the market and the best price among its clients. Buyer and Seller shall cooperate to reduce the cost to Seller of producing Goods, improve the quality of Goods, and make manufacture and assembly of Goods more efficient. Buyer and Seller shall negotiate in good faith reducing the price Seller charges Buyer for Goods to reflect any reduction in the cost to Seller of producing Goods.

11.3 All Goods delivered to Buyer or Services performed during any month as per Buyer’s periodic calendar will be paid sixty (60) days following the end of the month of the date of the invoice and Buyer shall be entitled to such discounts as may be stated in Seller’s quotation. Seller shall send to Buyer a Monthly Statement of Account quoting invoice numbers applicable to each item thereof. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing at any time from Seller to Buyer against any sums payable to Seller under the Contract.

11.4 For Seller’s invoices to be valid, they must comply with Buyer’s instructions, according to the applicable law.

11.5 The prices stated are exclusive of Value Added Tax but include the costs of storage, handling, packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Buyer. If VAT is applicable, it shall be charged at the applicable rate and included in a valid VAT invoice compliant with all relevant tax regulations, ensuring Buyer can properly reclaim the VAT.

12. STATUTORY REQUIREMENTS

12.1 Seller warrants that the design, construction and quality of all Goods to be supplied under the Contract and the quality of the Services will comply in all respects with all statutory requirements and regulations or other instruments having the force of law which may be in force at the time, and will

conform with all relevant ISO 9000 et seq. Standard specifications and any applicable EU GMP rules and guidelines as updated from time to time.

12.2 Seller warrants it has all licenses, permits and other authorizations required to provide the Goods and Services under the Contract.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 Seller shall not, without prior written consent of Buyer, assign, transfer or sub-contract the Contract or any of its rights or obligations thereunder to any other person, firm or company.

13.2 Seller agrees and acknowledges that Buyer may assign, transfer or sub-contract the Contract, or any of its rights or obligations thereunder, to any affiliate without the prior consent of Seller. For the purpose of these terms, affiliate shall mean any corporation or business entity, which directly or indirectly (i) controls a Party, (ii) is controlled by a Party or (iii) is under common control with a Party (the terms "controls" and "controlled" meaning (i) ownership of more than fifty percent of the voting rights and equity of such corporation or business entity and/or (ii) the power to direct the management of such corporation or business entity).

13.3 If Seller does sub-contract any of its rights or obligations under the Contract (with Buyer's consent), all acts and omissions of such sub-contractors shall be deemed to be the acts and omissions of Seller and Seller shall ensure that any sub-contractor complies with the obligations set out in the Contract and Seller shall remain fully liable at all times for the same.

14. BANKRUPTCY, INSOLVENCY OR LIQUIDATION

14.1 If Seller enters into bankruptcy, insolvency or liquidation, or anything analogous, then Buyer shall be at liberty:

14.1.1 to cancel the Contract summarily by notice in writing without compensation to the Seller; or

14.1.2 to give any such receiver or liquidator or other person the option of carrying out the Contract, subject to the guarantees of performance of the Contract as may reasonably be required by Buyer.

14.2 The exercise of any of the rights granted by Buyer under paragraph 14.1 hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to Buyer.

15. WARRANTY

15.1 Without prejudice to any other remedies of Buyer, Seller shall, at Buyer's option, within the maximum period reasonably specified by Buyer, repair or replace all Goods which are or become defective during a period commencing on the date of delivery and terminating twelve (12) months after this date where such defects occur under proper usage and are due to faulty design, Seller's incorrect instructions as to use or incorrect data or inadequate or faulty materials or workmanship, or any other breach of Seller's warranties or conditions, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for the same period. If Seller is unable to perform immediate rectification or

deliver substitute conforming Goods in accordance with above, or if doing so would interfere with Buyer's operations, Buyer may at Seller's expense (i) do whatever is required to repair the Goods, or (ii) reject, in whole or in part, the delivery and/or terminate, in whole or in part, the Contract, and any Order which Buyer does not need because of the defective Goods, and to make substitute purchases of Goods from other seller(s). If any Services are found to have been performed defectively within twelve (12) months of the date of their performance Seller shall forthwith upon notice thereof re-perform the same provided that if the Services shall comprise the performance of work on Buyer's own

goods the warranty given by Seller hereunder in respect of the Goods shall apply thereto. The warranties by Seller stated in this section shall survive any inspection, testing, delivery or acceptance of, or payment by Buyer for, the Goods.

16. INDEMNITY

16.1 Seller shall indemnify Buyer against all claims, liabilities, demands, costs, charges, damages, losses and expenses ("Losses") suffered or incurred by Buyer (including its directors, shareholders and employees) and/or for which it may be liable to any third party due to, arising from or in connection with:

16.1.1 the negligent or willful acts or omissions of Seller, its servants, agents or contractors in supplying, delivering and installing the Goods or performing the Services.

16.1.2 the breach of any provision of the Contract by Seller.

16.1.3 any defects in the workmanship, materials or design of the Goods or their packaging.

16.1.4 any infringement or alleged infringement of any Intellectual Property Rights for or relating to the Goods or the Services unless such infringement has occurred directly and exclusively as a result of any specification supplied by Buyer; and

16.1.5 any liability under the Consumer Protection regulations or any other statutes and regulations from time to time in force in the countries where the Goods or the products in which the Goods will be included are commercialized and relating to product safety.

16.2 Seller undertakes to maintain adequate insurance coverage with a reputable insurance company in respect of any liability under paragraph 16.1.5 of this Condition and if so required at any time produce the policy of insurance and the receipt for the current premium to Buyer for its inspection.

16.3 If it is proved and established that Buyer is liable to Seller, such liability shall be limited to the actual and direct costs incurred by Seller arising solely from Buyer's gross negligence or willful default of the Contract and subject in any event to the total aggregate limit of the price of the Goods purchased by Buyer under the relevant Order. Buyer shall have no liability to Seller for any indirect, consequential or indirect loss or damage, including but not limited to loss of revenue or loss of profit.

17. FORCE MAJEURE

17.1 The performance by a party of any of its obligations under the Contract shall be deemed suspended in so far as such performance is prevented by an event beyond its reasonable control and which could reasonably not have been foreseen or prevented, including but not limited to accidents, war or acts of terrorism, fire, flood, earthquake, and other natural disasters. Strikes, lockouts, other industrial action or disputes and any other event directly or indirectly attributable to the fault or negligence of the Seller and/or its subcontractors or agents shall not be deemed as events of Force Majeure. The party claiming Force Majeure shall inform the other party in writing within five (5) days thereafter and provide evidence of the occurrence and expected duration of such event of Force Majeure and shall use all reasonable efforts to minimize the consequences of such event of Force Majeure. If the cause of such suspension shall continue for more than six (6) months either party shall have the right to terminate the Contract upon giving not less than seven (7) days' notice to the other and the only liability of Buyer shall be to pay Seller for Goods received by Buyer and/or Services performed prior to the date of such suspension.

18. CANCELLATION

18.1 Buyer shall have the right to vary the quantity of Goods ordered or the nature of the Services performed and to cancel future supplies of Goods or Services upon giving to Seller not less than one month's written notice thereof. Buyer shall have

no liability other than to pay for the Goods delivered or Services performed prior to the expiration of the notice including any raw materials purchased with Buyer's consent. Any such raw materials will then become the property of Buyer and should be delivered in accordance with these Conditions. 18.2 Notwithstanding paragraph 18.1 of this Condition, if Seller shall be in default or commit any breach of its obligations hereunder then Buyer without prejudice to any other rights or remedies may forthwith by written notice terminate each Contract between Buyer and Seller without incurring in any liability by reason of such termination.

18.3 Upon such termination the rights and liabilities of Buyer and Seller shall be the same as if Seller had repudiated the Contract and Buyer had by its notice of termination elected to accept such repudiation. Any termination or suspension of the Order shall not prejudice any rights which may have accrued to either party hereunder.

18.4 Any termination as referred to above shall apply:

18.4.1 upon receipt by Seller of a reasonable written notice from Company at any time, without Company incurring any liability, termination fees, damages or compensation whatsoever to Seller;

18.4.2 if Seller commits a material breach of any of the terms of the Contract, including but not limited to confidentiality, data protection, security, insurance or environment, which in the reasonable belief of Buyer is incapable of remedy or, where the breach is capable of remedy, Seller fails to remedy such breach within fifteen (15) days of written notice of such breach from Buyer, specifying the breach and requiring it to be remedied;

18.4.3 if Seller becomes insolvent, is unable to pay its debts, ceases to trade, makes any composition or arrangement with its creditors, has a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of its undertaking, enters into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction), suffers the occurrence of any event analogous to those described above under applicable law, or if Buyer has reasonable cause to believe that any of the foregoing circumstances may occur;

18.5 Notwithstanding any termination of the Contract, the provisions of the Contract shall continue to bind each Party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

18.6 Termination of the Contract by Buyer shall be without prejudice to the rights and remedies of Buyer in relation to any negligence, omission or default of Seller prior to such termination.

18.7 No provision of this Contract shall be construed to imply a term or duration longer than twelve (12) months. If any Services under this Contract is requested or agreed upon for a period exceeding twelve (12) months, either Party shall have the right to terminate such Service without cause by providing at least one (1) month's prior written notice to the other Party.

19. CONFIDENTIALITY

19.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and Receiving Party shall be liable for any breach of confidentiality by such employees, agents and subcontractors

as if such breach was by the Receiving Party itself. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. Notwithstanding the foregoing, Seller shall obtain Buyer's prior written consent before Seller shares any of Buyer's Confidential Information with any person engaged in the same business as Buyer or otherwise directly or indirectly competes with Buyer anywhere in the world. This Condition shall survive termination of the Contract.

20. NOTICES

20.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered by hand or sent (by courier, first class recorded or registered post).

20.2 Any notice or other information given by post under paragraph 20.1 which is not returned to the sender as undelivered shall be deemed to have been given five (5) business days after the envelope containing the same was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, recorded or registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.

20.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

21. GOVERNING LAW & DISPUTE RESOLUTION

21.1 Seller declares that there are no contractual or legal restrictions for the acceptance of these conditions, that they are governed and interpreted in accordance with the laws of the country in which the Buyer is located or registered. The parties irrevocably agree to submit themselves exclusively to the Courts of the country in which the Buyer is located or registered to solve any dispute or controversy that might arise between Seller and Buyer, expressly waiving any other jurisdiction that might correspond to them.

22. ENTIRE AGREEMENT

22.1. The Contract, including the terms of the other documents expressly referred to herein (which are hereby incorporated by reference), constitutes the entire agreement among the parties with respect to the subject matter of the Contract and, except as expressly contemplated herein, supersedes and terminates all prior agreements, commitments, understandings and negotiations, both written and oral, among the parties with respect to the subject matter of the Contract.

23. PERSONAL DATA PROTECTION

23.1 Each party must at all times comply with its respective obligations under the applicable data protection laws and regulations, including but not limited to, the Regulation (EU) 2016/679 "**General Data Protection Regulation**" ("**GDPR**"), including as implemented into each country in which the Meribel Pharma company operates. If either or both parties will process personal data in connection with this Agreement, they will negotiate any additional data processing agreements that may be necessary.

24. SHELF LIFE

24.1 Remaining shelf life of the Goods shall be at least 85% at the time of delivery.

25. GUARANTEES AND RESPONSIBILITIES

25.1 Seller is responsible for any damage or harm caused to third parties during the performance of the Services and / or Product object of the Order, and that it is attributable to it, having to repair or compensate the damages caused, without any liability being demanded from Meribel Pharma.

25.2 Seller undertakes to comply with all the services it offers and performs for Meribel Pharma, in accordance with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the performance of the Contract.

26. ETHICS, ANTI-CORRUPTION & SANCTIONS COMPLIANCE

26.1 Buyer is a member of the Global Compact established by the United Nations (<https://www.unglobalcompact.org>) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with Buyer at the time of any Order are contingent upon Seller's respect for the same principles as well as any specific code of conduct & ethics implementing such principles by Buyer.

26.2 Seller declares:

- that it has not violated anti-corruption laws and regulations nor any international sanctions,
- that it has not been subject to civil or criminal sanctions, for violation of anti-corruption laws and regulations and that no investigation or procedure that could lead to such sanctions has been initiated against it,

26.3 Seller guarantees:

- that it complies and will comply with all applicable international, national and internal laws and regulations regarding the prevention of corruption including the OECD Convention of 1997 and the United Nations Convention against Corruption (UNCAC) of 2003, and international sanctions laws,
- that it has not granted and will not grant, directly or indirectly, any donation, gift, payment, remuneration or advantage of any kind (travel, etc.), to anyone with a view to or in return for the conclusion of the Order.

27. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

27.1 Seller shall comply with all applicable environmental protection rules and regulations relating notably to chemicals and classified facilities. Should the Contract involve any hazardous substances or materials as determined by the applicable laws or regulations, Seller warrants that it comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to Seller. Upon receipt of the Order, Seller shall notify Company of any such hazardous materials present in any of the Goods ordered by Company. Seller shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by Buyer to enable Buyer to comply with applicable laws and regulations on receipt of Goods and/or performance of the Services.

27.2 Seller shall strive to implement a policy of management and continuous improvement of its industrial facilities oriented towards environmental protection.

28. COMPLIANCE WITH SOCIAL REGULATIONS

28.1 Seller guarantees that it complies with the social legislation to which it is subject. It also guarantees that the Product/Service will be carried out in accordance with the social legislation in force in the country in which the Product/Service is carried out, including the United Kingdom's (prevention of) Modern Slavery Act.

28.2 Seller must respect human rights in all countries in which it operates. It agrees to work to prevent any violation of fundamental human rights.

28.3 Seller must respect international labor standards as defined by the International Labor Organization (ILO).

29. COMPLIANCE OF THE PRODUCT/SERVICE WITH REGULATIONS AND STANDARDS

29.1 As part of the execution of the Order, Seller guarantees to Buyer the compliance of the Product/Service with the regulations and industry standards applicable in the country in which the product or service, the subject of the Product/Service, is delivered to Buyer and in any other country for which Seller has been informed that the Product/Service would be used.

29.2 In addition, Seller undertakes to provide, when requested, data relating to its supply chains by any means determined by Buyer.

29.3 Regardless of the place of delivery of the Product/Service, Seller also guarantees to Buyer that the Product/Service will comply with the legislative and regulatory provisions, the quality requirements and applicable standards concerning health, hygiene, safety, product traceability and environmental protection.

30. SUPPLIER MANAGEMENT

30.1 Seller acknowledges that it must apply to its own suppliers policies similar to those included in the present General Purchase Terms & Conditions.