

Fertin Pharma A/S Group – General Terms of Purchase

1. Definitions – see Section 11

Where this document uses capitalized expressions (e.g., “Affiliate”, “Buyer”), those expressions shall have the meanings given to them in Section 11, which is at the end of these Terms.

2. Scope and Acceptance of these Terms

2.1 These Terms shall apply (i) where Goods and/or Services are purchased through an Order which incorporates these Terms, or (ii) where no agreement that is intended to apply to such purchase of Goods and/or Services has been agreed upon between the Buyer and the Seller. Any terms and conditions that are preferred by the Seller through any manner or means, including those that may be contained in a proposal, quote, acknowledgment or acceptance of an Order, invoice, specification or any other document or media, shall not apply and shall be of no effect, notwithstanding any language to the contrary that may exist in the Seller’s proffered terms and conditions or anywhere else.

2.2 The Seller may accept these Terms by any means, including, without limitation: (a) by signing or otherwise confirming its acceptance of the involved Order (such as in writing or electronically (e.g., via e-mail or procurement process) or (b) by starting to provide performance relative to the involved Order where these Terms are incorporated.

3. Invoicing and Payment

3.1 Provided that the Seller satisfactorily delivers all of the

involved Goods and/or Services, the Buyer shall pay the Seller the price as set out in the involved Order. In addition to the agreed-upon price, the Buyer shall also pay the Seller VAT (or its equivalent), if and when such tax is applicable. The Seller shall not be entitled to any compensation other than that which is expressly set out in the involved Order.

3.2 Each party shall, at its own expense, comply with all of the obligations that the Agreement attribute to it. The Seller shall deliver to the Buyer (using the contact details and/or the process specified in the involved Order), no later than 30 days after delivering the involved Goods and/or performing the involved Services, an invoice that accurately details the relevant Goods and/or Services and that complies with the requirements provided by the Buyer relative to invoicing. If the involved Services are to be charged on a time and materials basis, and are to be provided over a period of time that is greater than one month, the Seller shall invoice the Buyer in arrears promptly following the end of each involved month (including associated expenses, if permitted).

3.3 The Buyer shall pay the Seller’s invoice within the period specified for payment in the involved Order or, if the Order does not specify this period, then within 120 days from the date that the Buyer receives it (and provided that the invoice complies with the requirements that are set forth in this Section 3) by way of a bank transfer to an account that is held in the name of the Seller.

4. Provisions that apply to the purchase of Goods

4.1 For 24 months from the date that the Goods are delivered, the Seller warrants that (a) the Goods will be free from any liens or encumbrances that could affect the Seller’s right to transfer ownership of the Goods to the Buyer; (b) the Goods shall meet all of the specifications, standards, procedures, methods or systems that are referred to in the Agreement; (c) the Goods will be free from any and all defects (including those relating to design, workmanship and/or materials, and those that are obvious and latent in nature); d) the Goods will be suitable for their intended use / purpose and; (e) that the Goods do not and will not infringe on any Intellectual Property Rights of any third party.

4.2 The Seller shall suitably package the Goods and deliver them (or engage a carriage company to do so) at the time and place that is specified in the involved Order. For any Goods that will cross international borders for delivery, the Goods shall be sent DDP (per INCOTERMS 2020). The Seller shall insure the Goods until delivery. All risks of loss shall pass from the Seller to the Buyer in accordance with the applicable INCOTERMS provisions, and ownership shall pass from the Seller to the Buyer upon the Goods leaving the country of origin.

In the event that there has been or will be a late delivery, the Buyer may cancel the Order with no obligation or liability to the Seller, even if the Buyer has already received the Goods. Alternatively,

the Buyer may elect to allow the Seller additional time to make delivery, without waiving any rights to damages that it has against the Seller.

4.3 The Seller waives any right to require the Buyer to promptly inspect the Goods and/or notify the Seller of any defects. The Buyer is entitled to notify the Seller of any defects that it becomes aware of at any time during the period of warranty that is set out in Section 4.1. If the Goods do not comply with the warranties contained in Section 4.1, the Buyer may, in its sole discretion (and without limiting any of its other rights): (i) rescind the Order and request a full refund for the Goods; (ii) request a price reduction that is intended to reflect the decreased value of the Goods; or (iii) require the Seller to replace or repair the Goods so that they will comply fully with the warranties that are contained in Section 4.1.

5. Provisions that apply to the purchase of Services

5.1 The Seller shall provide the Services in a professional, workmanlike, and timely manner, using the level of skill, knowledge and judgment that is required of, or that is reasonably expected of, suppliers of comparable services. The Seller warrants that the Services shall conform to all descriptions and specifications that the Seller has provided to the Buyer. In the event that the Seller is providing the Services on a time and materials basis (as opposed to for a flat / fixed fee), upon completion of the Services the Seller shall submit, for the Buyer's review, a report that specifies the number of hours that was worked and the amount of materials that was used. Provided that this report is accepted / approved by the Buyer, the Seller can then submit an invoice for its Services, in accordance with the provisions of Section 4. The Seller shall present

all Work Products in a form and manner that is acceptable to the Buyer.

5.2 If the Services fail, in any respect, to comply with the provisions of the Agreement, the Buyer may (without prejudice to any other rights that it may have): (i) require the Seller to perform such corrective or additional Services as may be necessary to remedy such failure; (ii) refuse to accept any subsequent performance of the Services which the Seller attempts to make; (iii) terminate the Agreement in whole or in part, without incurring any liability to the Seller; (iv) purchase substitute services from another supplier; (v) hold the Seller accountable for any losses and additional costs that it has incurred or will incur; and (vi) have the Seller refund all sums that the Buyer has previously paid to the Seller under the Agreement.

6. Intellectual Property Rights

6.1 The Seller warrants that the Contract Materials are original and do not infringe third-party Intellectual Property Rights. All Intellectual Property Rights created under the Agreement ("New IPR"), excluding Background and Independent IPR, shall vest in the Buyer upon creation, and the Seller shall ensure that all contributors assign such rights and waive moral rights to the extent permitted by law. Where assignment is not permitted, the Seller grants the Buyer and its Affiliates an exclusive, perpetual, worldwide, royalty-free and sub-licensable license enabling full use of the New IPR. The Buyer shall own the Contract Materials and New IPR after termination. The Seller grants the Buyer a non-exclusive, royalty-free, worldwide license to Seller Background IPR insofar as necessary to use and benefit from the Contract Materials. The Seller may use Buyer Materials solely to perform its obligations and shall return

them upon termination. The Seller shall indemnify the Buyer against third-party IPR claims relating to the Work Product.

7. Confidentiality

7.1 Each party shall treat all Confidential Information as confidential and use it solely for the purposes of the Agreement. Disclosure is permitted only to Affiliates, employees and advisers on a need-to-know basis, provided they are bound by confidentiality obligations no less stringent than those herein. Each party shall apply commercially reasonable measures appropriate to the nature of the information to protect it against unauthorized access or disclosure. Confidential Information may be disclosed to the extent required by law or by any competent authority, provided that the disclosing party gives prior notice to the other party where legally permitted and uses reasonable efforts to limit the scope of such disclosure. Upon request, Confidential Information shall be returned or deleted, unless retention is required by law. The parties shall not make public reference to the cooperation without prior written consent. These obligations survive termination of the Agreement.

8. Responsible Sourcing

8.1 Seller acknowledges that it agrees to implement and comply with, [Supplier Code Of Conduct](#) as it may be modified or replaced from time to time. If the Buyer becomes aware of any violation by the Seller of the [Supplier Code Of Conduct](#), the Buyer will notify the Seller and the Seller must then promptly investigate all such violations, implement appropriate remedial steps, and notify the Buyer, in writing, of all relevant efforts in this regard. Should such violations persist, the Buyer shall have the ability and the right to terminate this Agreement, as well

as any other Agreements and Orders that are then in place with the Seller, with immediate effect.

9. General provisions

No partnership.

The parties are and shall remain entirely independent from each other. Entry into and performance under the Agreement does not serve to make either party the agent or representative of the other, or to create any partnership, joint venture, employment or similar such relationship between the parties.

Assignment.

Neither party may assign, transfer or delegate any of its rights or obligations under the Agreement without the other party's prior written consent. Notwithstanding the foregoing, the Buyer may assign, transfer or delegate any of its rights or obligations under the Agreement to any Affiliate without the Seller's consent.

Seller's representations.

The Seller shall, at its own expense:

(a) comply with all applicable laws, including, without limitation, those pertaining to Sanctions, anti-money laundering, anti-bribery, anti-corruption and counter-terrorism (such as, by way of example only, the Swiss Criminal Code, the US Foreign Corrupt Practices Act and the UK Bribery Act);

(b) maintain all permits (including work permits for their Auxiliary Persons), licenses, authorizations, certifications and registrations that are required in order to sell the involved Goods and/or provide the involved Services, as well as any related insurance coverages that are required by applicable law;

(c) not knowingly and will not knowingly use in any capacity the services of any person debarred

under section 306 of the Federal Food, Drug and Cosmetic Act (21 U.S.C §335(a) or (b)), or any equivalent legislation under any other applicable law, in the performance of their obligations under this agreement. The Seller will promptly notify Buyer in writing in case of breach of this provision; and

(d) maintain employer's liability, third party liability, product liability and professional liability insurance at levels that are sufficient to cover any and all of its liabilities that may arise from the Agreement.

Notices.

Any notice that is to be given by a party to the other party under the Agreement shall be made in writing (such writing can be accomplished by e-mail or other electronic forms of communication, provided that the receipt of the same can be evidenced).

Entire Agreement / Amendments.

The Agreement contains the entire understanding between the parties and it supersedes all other prior understandings and agreements, either oral or in writing, which may have existed between the parties with respect to its subject matter. It may be amended only by way of a written agreement that expressly refers to the Terms, and which is signed by all parties. An Order may deviate from these Terms only to the extent (i) that such intent is expressly indicated in the Order and (ii) that it has been signed by all parties.

Governing law, jurisdiction and arbitration.

The Agreement and all commercial relations between the parties shall be governed by and construed in accordance with the substantive laws of the Buyer's country, excluding its

conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute, controversy, or claim arising out of or in connection with the Agreement, including its validity, invalidity, breach, or termination, shall be submitted in the first instance to the courts of the Buyer's country.

Indemnification.

The Supplier shall release, indemnify and hold harmless the Buyer and its Affiliates (including all of their respective directors, officers and employees) from and against any Claims whatsoever or howsoever arising (e.g., directly or indirectly) out of its providing of the involved Goods and/or Services. Waiver. No waiver of any rights under the Agreement shall be effective unless it is in a writing that is signed by the party to be charged. A waiver of a breach or violation of any provision of the Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of the Agreement.

10. Provisions that apply if the Seller Processes Buyer Data or accesses Buyer Information Systems.

Read more: [Fertin GTP Personal and Cyber Security](#)

11. Definitions

"Affiliate" means any entity which controls, is controlled by, or is under common control with, the relevant party; and "control" (and any variants of it) means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. "Agreement" means the agreement formed by the involved Order and these Terms.

“Auxiliary Person” means any person that is working directly or indirectly for another (such as an employee (or the equivalent), a subcontractor, or an employee (or the equivalent) of a subcontractor, of the person concerned) or an officer, representative or adviser of that person.

“Background IPR” means those Intellectual Property Rights that have been owned or developed by the Seller before the issuance of the involved Order.

“Buyer” means the person or entity that is identified as such (or similar, e.g., “Client”, “Customer”) in the involved Order.

“Buyer Materials” means all Materials that the Buyer delivers to the Seller in connection with the Agreement.

“Claims” means a claim, or a notification of an intention to make a claim, against the Buyer (including its Affiliates and its/their respective directors, officers and employees) which may reasonably be considered likely to give rise to Losses under the Agreement.

“Confidential Information” means all business and/or technical information (including all tangible embodiments of such information, and irrespective of whether or not it has been marked as being confidential or not) (i) that relates to the subject matter of the Terms and/or the involved Order; (ii) that concerns a party and its products, operations, research and development efforts, inventions, intellectual property, trade secrets, computer software, strategies, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and customer relationships, finances and other business operations and affairs; and/or (iii) that

belongs to third parties and that a party maintains in confidence, but which has been or may be disclosed to the other party in written and/or other materials or media, through the party’s access to the premises, equipment and/or facilities of the other party, and/or by oral communications with the employees, consultants, and/or agents of the other party, in connection with, or incidental to, the Terms and/or the involved Order.

“Contract Materials” means all of the Materials that the Seller (itself and/or through the use of Auxiliary Persons) creates in the performance of the Agreement.

“DDP” means Delivered Duty Paid, as described more fully in Section 4.2.

“Goods” means the goods that the Seller is to provide under the involved Order.

“Intellectual Property Rights or IPR” means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in knowhow, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items.

“Losses” means all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges (including reasonable attorney’s fees), arrears of remuneration, indemnity in lieu of notice, protection indemnities, social security contributions,

contributions to any kind of extra-legal social security coverage. For the purposes of this definition, (i) arrears of remuneration include, but are not limited to, salary, vacation allowances, bonuses and premiums of any kind, and (ii) contributions to any kind of extra-legal social security coverage include, but are not limited to, pension, hospitalization, invalidity and death.

“Material” means any material, item or idea (for example: designs, components, products, concepts, sketches, drawings, specifications, documentation, photographs, plans, computer software, reports, surveys, training materials, recommendations, methodologies, techniques, processes, inventions and discoveries).

“New IPR” means all Intellectual Property Rights that are created under the Agreement in connection with the Contract Materials and/or the Work Product (excluding Background IPR and Independent IPR).

“Order” means the document (for example, a purchase order or a contract information document) that (i) serves to document the purchase of Goods and/or Services and (ii) incorporates or refers to these Terms.

“Sanctions” means export control, restrictions on funds transfer and related laws and regulations of the United States of America, the United Kingdom, the European Union, Switzerland and the United Nations, or to which Buyer or Seller is subject to from time to time, including, without limitation, the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control’s economic sanctions regulations, sanctions programs

maintained by the United Kingdom's His Majesty's Treasury and any applicable European Union restrictive measure that has been implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy.

"Seller" means the person or entity that is identified as such (or similar, e.g., "Supplier", "Service Provider") in the involved Order.

"Seller Materials" means all Materials that are not Contract Materials or Buyer Materials.

"Services" means the services that the Seller has agreed to provide under the involved Order.

"Terms" means these General Terms of Purchase.

"VAT" means Value Added Tax.

"Work Product" means all Materials that the Seller (itself and/or through the use of Auxiliary Persons), in the performance of the Services, creates or delivers to the Buyer.