

GENERAL TERMS AND CONDITIONS FOR SALE

The General Conditions for Sale apply to and form an integral part of all requests for proposal, quotations, development and other services. BF expressly rejects the applicability of any other general terms and conditions or stipulations of Customer save as differently agreed in writing and expressly stated in the commercial agreement signed by and between BF and Customer.

1. Definitions

- 1.1. "Customer" means each person or entity that enters into an agreement with BF in order to purchase the products or services from BF.
- 1.2. "BF" means Biomedica Foscama Industria Chimico-Farmaceutica S.p.A.
- 1.3. "Party/Parties" means BF and Customer either individually or collectively.
- 1.4. "Good or Goods"/ "Product or Products" means the products, materials, equipment, design, software, rental properties, stored goods and all related documentation to be supplied as specified in the Purchase Order and in the Order Confirmation.
- 1.5. "Services" means the services development and/or all pertaining deliverables to be provided as specified in the Purchase Order and in the Confirmation Order.
- 1.6. "Order Confirmation" is the formal acceptance of the order by BF.
- 1.7. "Party/Parties" means BF and Customer either individually or collectively.
- 1.8. "Purchase Order" is the order issued by Customer including all related documentation.

2. Contract conclusion

- 2.1. These General Terms and Conditions for Sale, together with the relevant Order Confirmation issued by BF, set forth the terms and the conditions for the supply of the Services and/or delivery of the Products by BF to the Customer and will be binding to Parties at BF's acceptance of the Purchase Order through the Order Confirmation (the Contract conclusion). Any changes by Customer are binding only if accepted by BF in writing.
- 2.2. The General Terms and Conditions for Sale shall apply to all transaction executed between BF and Customer without any need of express reference thereto or agreement thereon at the conclusion of such transaction. Any dissenting terms and conditions shall only apply if confirmed in writing by BF.
- 2.3. Other standard terms of trade adopted by the Customer do not become part of the transaction or the Contract conclusion, even if BF do not object them expressly. If BF effect a delivery of Products or render Services without explicitly objecting to terms other than BF's, this shall not be considered as acceptance or approval of the other Party's standard terms of trade.
- 2.4. BF reserves the right to change, integrate or vary the General Terms and Conditions for Sale by including such variations in the quotations or in any other written correspondence sent to Customer.

3. Offers and orders

- 3.1. BF's offers shall not be binding, in particular with reference to quantities, prices and delivery time.
- 3.2. Purchase Orders placed by Customer shall not be regarded as accepted before these have been confirmed by BF in writing
- 3.3. Purchase orders and/or amendments of Purchase orders placed verbally or by telephone must be confirmed in writing by the Customer, otherwise BF does not accept any responsibility for errors or misunderstandings.

4. Prices and payment terms

- 4.1. BF shall deliver the Products and/or perform the Services exclusively against the prices reported in the Order Confirmation issued by BF. Unless expressly stated to the contrary, prices are exclusive of any statutory value added tax ("VAT") which shall be payable at the date of delivery or pursuant specific provisions included in the invoice.
- 4.2. Prices are EXW (Anagni) unless differently agreed in writing.
- 4.3. Tax, duties, fees, changes, shipping, insurance, installation, training are not included in the prices unless separately quoted.
- 4.4. Invoices are due for payment without deduction within 30 days of the invoice date unless differently stated in the Purchase Order and Order Confirmation. The Customer is automatically in arrears if payment is not made by the due date - no reminder is needed. In addition to other remedies permitted under the applicable law and these General Terms and Condition of Sale, BF reserves the right to recover default interest on delayed payments starting from the due date, calculated according to the Legislative Decree n. 231/2002.
- 4.5. During the Customer's default in payment BF is entitled to withhold its deliveries and is not obliged to execute these deliveries or to adhere to delivery dates.

4.6. BF is entitled to retain any pending deliveries upon advanced payment or provision of security by the Customer if, after submission of the Order Confirmation, circumstances become known to BF which may essentially reduce the Customer's credit standing and jeopardize payment for receivables by the Customer from the contractual relationship.

4.7. If the Customer fails to timely pay or the Customer business shall be operated beyond the ordinary course of business which may include bankruptcy, liquidation or other insolvency proceedings, BF shall have the right to suspend or cancel, at its own discretion, further delivery and to declare the acceleration of all its claims arising from the business relationship that therefore will become immediately payable. Moreover, BF may in such events submit the performance of its contractual obligations to the prepayment of the relevant purchase prices or to the setup of a warranty deposit by the Customer.

4.8. The Customer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

5. Terms of delivery

5.1. Unless different written agreement between the Parties, the delivery terms indicated in the Order Confirmation are not binding for BF. In this respect the Customer acknowledges that, without prejudice to BF's reasonable effort to deliver the contractual Products or Services within the term indicated in the Order Confirmation, the term is to be considered as the BF's best estimate and that the actual delivery may vary, depending on variables beyond BF's reasonable control.

5.2. In addition, the Customer acknowledges that delivery terms indicated in the Order Confirmation are estimated with the assumption that any information, document or good to be supplied by Customer for the performance of BF's contractual obligation (including, if applicable, for the delivery of the Products and/or Services) are provided in due course at Customer's own risk, pursuant to DDP (Incoterms 2010) and that any possible technical issue has been clarified properly and in due course.

5.3. BF is entitled to make partial deliveries unless otherwise agreed. BF may issue partial invoices for partial deliveries which must be paid on the respective due date.

5.4. Quantity variances of +/- 10 % (plus/minus ten percent) shall be considered as contractual. Any contractual quantity variance shall be taken into account in the respective invoice accordingly.

5.5. Any liability as a result of Force Majeure or other unforeseen events out of BF responsibility shall relieve BF from the obligation to comply with the delivery date indicated in the Order Confirmation.

5.6. BF is not obliged to accept return of Products, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of Customer, unless otherwise agreed in writing.

5.7. Unless explicitly agreed otherwise, the Products shall be delivered according to EXW terms (Incoterms 2010, BF warehouse located in Anagni).

5.8. BF shall promptly inform Customer when Products are ready for collection. In the event Customer fails to collect the Products within seven (7) working days from the receipt of such notice from BF, BF shall be entitled to charge to Customer the storage costs amounting to seven euro (7€) per pallet per day of storage in the warehouse.

6. Inspection and Acceptance of products

6.1. Customer shall inspect the Products after delivery to Customer or respectively to the carrier according to applicable law but in no event later than 7 (seven) days upon delivery. Customer shall notify BF possible obvious defects, immediately and in no event later than 7 (seven) days after delivery of such Products. Hidden defects, possible must be notified to BF immediately upon detection without undue delay in writing and providing evidence and in no event later than 1 (one) year after delivery of any such Products. Evidence shall include a sample of defective Products with the notification or within appropriate time limit, being understood that BF will be responsible only for defects (obvious or hidden) caused by BF's gross negligence or willful misconduct.

6.2. The limitation period for all claims in connection with the supply of defective Products is 1 (one) year after delivery.

7. Warranty and contractual Liability for products

7.1. BF is not liable for the pharmaceutical efficacy or therapeutic correctness, utility or safety of the Products.

7.2. BF is liable according to the applicable statutory law for damages caused by the delivery of deficient Products, provided that they are attributable to BF willful or gross negligent conduct.

- 7.3. Further, BF is liable according to the applicable statutory law if and to the extent damages arise or result from or were otherwise attributable to a material breach of a BF's essential contractual obligation or warranty; in any case BF liability shall not exceed the amount of the individual order value.
- 7.4. Furthermore, BF does not warrant that the Goods, Products and Services are free from any hidden defects related to raw materials and/or other goods provided by third parties to BF.
- 7.5. In the above mentioned case, the Customer waives any rights for reimbursement and/or indemnification and/or any other legal action against BF, providing in this case that BF will collaborate with the Customer in order to allow it to possibly recover any suffered damage vs. the relevant supplier/third party.
- 7.6. The Customer shall solely and exclusively be responsible and liable towards third parties for all injuries and damages arising or resulting from Products brought to the market. Customer waives its rights for indemnification or other legal recourse against BF upon first request, for all incidents, injuries, and damages within the scope of application of its medicinal products liability insurance, or of its general product liability insurance whichever is applicable, or for which the respective insurance carrier provides, in fact, coverage. Customer shall inform its insurance company about this waiver of recourse and obtain a written declaration of consent of its insurance company.
- 7.7. In case a third party claims damages against one or both Parties, the following shall apply:
- 7.7.1. If a third party files a claim against one of the Parties, the other Party shall be obliged to provide best possible support for the defense against the claim.
- 7.7.2. Customer shall hold BF harmless upon first request from any liability claims of third parties, unless BF is liable towards Customer for such damages according to this agreement. Holding BF harmless shall include but shall not be limited to assume defense, to pay/share our attorney's fees and other defense costs, and to reimburse our counsel.
- 7.7.3. In any case customer shall hold BF harmless upon first request from any liability claims of third parties covered by customer's waiver of rights for indemnification or other legal recourse.
- 7.7.4. BF shall not acknowledge any third party's claim without Customer's prior written approval in writing.
8. **Retention of title**
- 8.1. BF shall retain title to all of the Products and services supplied under the contractual relationship (goods under retention) until payment in full has been made. Goods under retention shall remain property of BF until full payment of all secured claims. Customer shall store the goods under retention free of charge for BF.
- 8.2. In any case BF expressly agrees to deliver to the Customer Products before they are duly paid by the Customer, the latter is obliged to: i) keep such Products with the best care; ii) provide adequate insurance coverage – in favor of BF - against losses, damage and destruction of the delivered Products, as for example caused by water, fire or theft, to the reinstatement value.
- 8.3. In any case, BF will have the opportunity to inspect Customer's premises where the Goods under retention are stored in order to verify the compliance of such plants with all the relevant laws and regulations.
9. **Confidentiality**
- 9.1. Any and all information provided by or on behalf of one Party or exchanged shall be treated as confidential. This does not apply to information which was already known to the Customer prior to receipt from or on behalf of BF or which has become known to it otherwise. In any and all cases BF's prices and commercial conditions are to be kept secret.
- 9.2. Unless expressly permitted, Customer is not authorized to refer to BF's business relationship in its advertising material.
- 9.3. Customer shall impose the same legal obligations on its subcontractors.
- 9.4. Customer shall be liable for all damages sustained by BF or any of BF's affiliated companies arising out of or in connection with the breach of the provisions in sec. 9.1 to 9.3 of these General Terms and conditions for sale according to statutory law.
10. **Intellectual property**
- 10.1. Customer has conducted sufficient investigation on the absence of conflicting IP-rights of third parties.
- 10.2. Customer acknowledges that the development, manufacture, supply and/or use of the Product does not infringe Intellectual Property of third parties and is liable for negligent or willful violation of such infringement. Further Customer is obliged to indemnify and hold BF harmless from any third parties' claims in connection with such negligent or willful infringement of Intellectual Property and shall bear all judicial and extrajudicial costs and damages
- 10.3. Customer shall bear any license fees for 3rd parties' IP rights unless otherwise agreed in writing.
11. **Force Majeure**
- 11.1. Force Majeure, including, but not limited to, interruption of operations beyond the Parties' reasonable responsibility, lack of energy or commodities or primary products, collective actions or labour disputes, acts of government authorities, shall suspend the duties from the Contract to the extent and for the duration of the hindrance, its extent and its estimated duration without culpable delay. The affected Party shall inform the other Party about the manner, extent and the expected duration of the hindrance without undue delay and shall use its best efforts to eliminate it.
12. **BF Organizational Model**
- 12.1. BF has adopted and implemented its Organizational, Management and Control Model ("Model") along with its Code of Ethics, including the Disciplinary System, pursuant to Italian Legislative Decree no. 231/01 ("Decree"). BF does not endorse in any way behaviors or actions not compliant, even indirectly, with the principles set out by the Model.
- 12.2. Customer undertakes the obligation to assure - and to pretend that also its employees, partners, collaborators, and/or consultants duly informed maintain - behaviour compliant with the Model, the Code of Ethics and the applicable law, including the international anti-corruption legislations.
- 12.3. Customer, in the performance of its obligations with BF:
- 12.3.1. undertakes to communicate to the BF Supervisory Body any possible circumstance that could potentially be relevant according to the BF Model and/or Code of Ethics, to the email address VigilanzaBF231@gmail.com, or to the geographical address care of BF, in Rome, Via Alberico II no. 35;
- 12.3.2. confirm the recognition by itself and by the employees, Partners, collaborators and/or consultants that the violation of all the above might cause, pursuant to the Disciplinary System adopted by BF and included within the Code of Ethics, the application of specific sanctions, up to the termination of this Agreement, without prejudice to the BF's right to claim for damages due to the violation;
- 12.3.3. undertakes to hold harmless and indemnify BF from any and all claim, expense, fine, sanction, prejudice, obligations, consequences or adverse implications that may arise, resulting from the conduct of Supplier, or its employees, Partners, collaborators and/or consultants, violating the present section.
- 12.4. Each Party declares that it was not under investigation, nor to have been involved in legal proceedings for any of the relevant offenses for the purposes of the Decree.
13. **Data Protection**
- 13.1. In the execution of the Agreement and all related activities that may involve the processing of personal data, the Parties undertake to act in accordance with the current legislation on data protection pursuant to EU Regulation 2016/679 *General Data Protection Regulation* ("GDPR") and to the Italian Legislative Decree no. 196/2003 *Italian Data Protection Code*.
- 13.2. Pursuant to art. 13 of the GDPR, BF, as Data Controller, inform Customer that its personal data will be collected and processed through paper, electronic or telematic means in order to guarantee security and confidentiality, and in order to comply with the legal obligations (e.g. accounting and fiscal), as well as to fulfill the obligations and exercise the rights deriving from the Contract. The collected personal data may include contact details of natural persons who perform their activities, such as employees or independently, on behalf of Customer (e.g. name, surname, company e-mail address, telephone number, company position held and respective company department/office). The legal basis of the processing will be the need to give execution to the Contract and fulfill the related legal obligations. BF undertakes not to process such data for purposes other than those indicated above. Customer undertakes to inform such data subjects and to obtain, where necessary, their consent to the processing described in the present clause. The provision of the data necessary for the purposes indicated above is optional but, in the event of failure to provide it, BF will not be able to establish and properly execute the Contract. Within the aforementioned purposes, personal data will be stored by BF, in full compliance with the GDPR provisions on the subject, for the time strictly necessary for the management of the contractual relationship and in any case for a time not exceeding

that imposed by law. Afterwards the same data will be destroyed or anonymised.

The data will come to knowledge of the persons authorized to the processing at SLP's Purchase, Finance, IT Departments and at any different company Department involved by the execution of the Contract. The data will be communicated, for the said purposes, to banking institutions, professionals and consultants in legal, tax and accounting matters as well as to subjects that provide services that are instrumental to the management of the contractual relationship.

Any data subject may, at any time, exercise the rights referred to in articles from 15 to 22 of the GDPR, which are deemed to be set out here in full, and may always lodge a complaint with the Italian Data Protection Authority (www.garanteprivacy.it), or, if different, with the Data Protection Authority of the Member State in which the data subject normally resides or works or, finally, of the place where the alleged violation has occurred.

- 13.3. If, in the execution of the Contract, Customer processes personal data on behalf of BF, of which BF is the Data Controller, the latter will appoint the Supplier as external Data Processor, with separate appointment act pursuant to art. 28 of the GDPR.

14. Termination and suspension

- 14.1. BF shall be entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect without prejudice to its right to claim damages and without any compensation to or indemnification of Customer (i) in case of breach by Customer of the following clauses of this General Terms and Conditions for sale: 4, 5, 8, 9, 10, 12 and 13; (ii) in case Customer has been declared insolvent, is in state of liquidation, has ceased or suspended whole or substantial part of its business, is subject to a court order or preventative legal scheme of settlement; (iii) in case of non-compliance with import, export or chemical control regulation or the provisions of safety health, environment and security; (iv) in case of not approved changes in accordance to Clause. After such termination BF will be in any case entitled to obtain from the Customer the payment of the Goods/ Products/ Services already supplied, also with regard to Goods under retention.

15. Miscellaneous

- 15.1. If any provision(s) of these General Purchase Conditions should be or become ineffective or invalid the other provisions will not be affected thereby. Parties agree to replace the ineffective or invalid provision(s) by a provision which reflects as closely as possible the intent of the original clause.
- 15.2. Failure by either Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
- 15.3. Customer shall not assign the Agreement in whole or in part without BF's written consent. Such consent shall not relieve Customer from, and shall be subject to compliance with, any of the obligations under the Agreement.
- 15.4. Nothing in the Agreement shall be deemed to constitute either Party as the agent of the other or create a partnership, joint venture or employment relation between the Parties.
- 15.5. Expiry, termination or cancelation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancelation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
- 15.6. This Agreement shall be governed by and construed under the laws of Italy. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not be applicable.
- 15.7. The Parties irrevocably agree that the court of Rome, Italy shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes which may arise out of or in any way relate to the Agreement.