

GENERAL CONDITIONS OF PURCHASE

Art. 1 - Definitions

1.1. Wherever used with initial capital letters in these general conditions as well as in any other document being part of the Contract – as defined below – and in addition to any other definition contained in the Contract, the terms listed below will have the meanings indicated next to each of them:

BP:	shall mean Bormioli Pharma S.p.A, as purchaser, contractor, or receiver of the supply of the Goods;
BP Affiliate:	shall mean any company that, directly or indirectly, is controlled by, or is under common control with, BR, where “ control ” means a situation where the controlling company owns, whether directly or indirectly, the majority of the voting shares of another entity or has, directly or indirectly, the power to direct or cause the direction of the management policies of the controlled entity, through the ownership of voting securities, by contract or through any further means which entitle the controlling company to exercise a dominant influence on the controlled entity;
Buyer:	shall mean BP or BP Affiliate, as the case may be, that places an order for the Goods and purchases them from Supplier;
Contract:	shall mean the works contract, the contract for the sale, provision or supply of Goods from the Supplier to Buyer, as well as all documents through which such relation is formalized and governed and notably: (i) the Order, as defined below; (ii) any annex to the Order, among which for instance Supply terms, Technical specifications and Safety documents, as defined below; (iii) General Conditions; (iv) any Particular Conditions;
General Conditions:	shall mean these general conditions of purchase, which are in force together with any other document forming the Contract that governs the supply of Goods from the Supplier to Buyer;
Good:	shall mean movable assets, either standard or customized, being the object of the Contract, as defined below;
Order:	shall mean the written document transmitted by Buyer to Supplier that identifies the Goods, specifies their quantity, indicates the destination for delivery, the delivery date, prices, Technical Specifications and/or requirements or other pertinent information;
Particular Conditions:	shall mean any particular conditions prepared by Buyer, which also have legal effect and are aimed at incorporating these General Conditions;
Parties:	shall collectively mean the Buyer and the Supplier, and, in the singular form, either the Buyer or the Supplier, individually;
Safety Documents:	shall mean the documents prepared by Buyer in order to ensure health and safety at the workplace if the Supplier has to carry out an activity at one of Buyer’s plants;
Supplier:	shall mean the seller, contractor or supplier of Contract Goods for the benefit and interest of Buyer;
Supply Terms:	shall mean the document prepared by Buyer or by the Supplier according to and in compliance with Buyer recommendation, detailing the technical and qualitative specifications of the Good and including any possible drawing or project of the Good;
Technical Specifications:	shall mean the document prepared by Buyer or by the Supplier according to and in compliance with, detailing the technical specifications and/or performance characteristics of the Good, including any different drawings and projects integrating the Supply Terms.

Art. 2 – Validity and enforceability

- 2.1. These General Conditions govern and apply to all contracts of sale, contract work and, more generally, to all supplies of Goods to Buyer. These General Conditions therefore automatically form an integral and substantial part of all Contracts, whether oral or written, executed by and between Supplier and Buyer.
- 2.2. Any different general conditions of the Supplier, mentioned, referred to or recalled in proposals or offers made by Supplier and accepted by Buyer or in order confirmations of the Supplier, shall not be applied, enforced and/or considered valid and binding upon the Parties. Therefore, the Parties hereby expressly declare and acknowledge that these General Conditions cancel, prevail and supersede any previous general conditions of Buyer and/or Supplier.
- 2.3. These General Conditions and the Contract may not be waived, amended, restated or discharged orally but only by an agreement in writing signed by both Parties.
- 2.4. Buyer shall be entitled to modify or replace at any moment these General Conditions with new general conditions which will be immediately effective and applicable to the next supplies as soon as they are notified to the Supplier, without prejudice to the specific written approval of any vexatious clauses. In the absence of such approval, relevant clauses of these General Conditions shall apply.

Art. 3 – Contract

- 3.1. The Contract shall be deemed constituted by (i) the Order, (ii) any annex to the Order, including Supply Terms, Technical Specifications and Safety Documents, (iii) any Particular Conditions, applicable in respect of the specific type of contract, even if not expressly recalled in the Order, and (iv) these General Conditions, even if not expressly recalled in the Order. The above sequence corresponds to the actual hierarchy of contract documents to be referred to, to decide which provision shall prevail in case of conflict between documents. Consequently, in case of conflict between the provisions of two or more of the contract documents above, composing the Contract, the sequence of the prevailing documents shall be the following one: the Order, its annex – among which Supply Terms, Technical Specifications and Safety Documents – any possible Particular Conditions, these General Conditions, unless differently agreed in writing between the Parties.
- 3.2. Any reference to the Contract shall be meant as reference to the entirety of the documents forming it.
- 3.3. By entering into a Contract, Buyer does not grant the Supplier any exclusivity for the supply of Goods nor commits itself in the purchase of minimum quantity of Goods other than those specified in the Order or the Contract.

Art. 4 - Price – Terms of payment

- 4.1. Unless otherwise expressly agreed in writing, prices shall be firm and fixed, shall not be reviewed, modified or adjusted in any way and for no reason whatsoever. Prices shall be inclusive of packaging, carriage, insurance, taxes, customs duties, fees, assemblies

and any other cost and charge that shall be for Supplier's sole account. Any higher cost, difficulty or event (whether foreseeable or unforeseeable) in the execution of the Contract shall remain exclusively on Supplier's account and responsibility.

- 4.2. The Supplier shall have no right or title, for having it expressly and irrevocably waived, to claim for any further compensation, indemnity, reimbursement or remuneration whatsoever as a consequence of and due to either an incorrect assessment or lack of knowledge of technical and organizational facts, law provisions, deriving from and related to the execution of the Contract or in any case of Supplier's failure to take into account any element which could have an impact on the costs and/or on the price and/or conditions and times of the realization or delivery of the Good.
Wherever necessary, the Order shall determine the precise amount owed to the Supplier in order to eliminate or, where it is not possible, to minimize the workplace health and safety risks arising from the interferences on contract works. This amount shall not be subject to reductions and discounts.
- 4.3. Unless otherwise expressly agreed in the Order, Goods invoices shall not be in any case issued before the regular and complete delivery of Goods which such invoices refer to.
- 4.4. Without prejudice to any different mandatory terms of payment relating to specific Goods pursuant to mandatory rules as well as any different provision set forth in the Order, the payment under paragraph 4.1. shall be made ninety days end of month from the date of the invoice and within the tenth day of the following month by bank transfer to the Supplier's bank account (current account data shall be indicated in the invoice). In case of late payment, interest at 3% per annum shall apply, upon condition that Buyer is served with written notice of default by giving at least 10 days to remedy. It is further understood that in no event and for no reason whatsoever, the Supplier shall be entitled to suspend the execution of the Contract.
- 4.5. Any payment of the invoice shall be without prejudice to the Buyer rights to claim for total or partial non-fulfillment by the Supplier and/or for defects, poor quality, non-conformity, malfunctioning of Goods, deliveries incomplete or in excess, being it understood that in no event any payment could be considered or interpreted as acceptance of Goods.
- 4.6. In any case Buyer shall be entitled to suspend the payment of the invoice in case of contract non-fulfillment by the Supplier, including in case of defect, malfunctioning, poor quality, non-conformity of Goods, incomplete deliveries, until fulfillment of contractual obligations by the Supplier.
- 4.7. It is absolutely prohibited to Supplier to assign to any third party – not even in a context of ordinary factoring operations – the receivable from Buyer. Without prejudice to what set forth under paragraph 8.3 letter b below, should Supplier breach the prohibition hereof, Supplier shall, at first demand without be entitled to make any objection whatsoever, indemnify and hold harmless the Buyer from any claim made by the assignee to Buyer.

Art. 5 Delivery – Packaging – Transfer of property – Delivery terms – Assembly and start-up – Test - Penalties

- 5.1. Unless otherwise expressly agreed in the Order, Goods delivery shall be DDP (pursuant to Incoterms 2020) at the Buyer's plant indicated in the Order within the date specified in the Order, in conformity with the provisions set forth under paragraph 5.5. below. Unless otherwise expressly agreed in the Order, risk of loss of all Goods shall pass to the Buyer DDP, Buyer's premises indicated in the Order (Incoterms 2020). The Supplier shall also bear responsibility for transport organization and costs as well as for insurance of the whole value of Goods during transport and handling of Goods, including loading and unloading when it arrives at Buyer's plant.
- 5.2. Supplier will maintain quality assurance systems for the control of material quality, processing, assembly, testing, packaging and shipping in accordance with its usual policies and practices. Supplier will use its best efforts to prevent and, as applicable, will promptly remedy, any conditions within its control that could compromise the quality or reliability of the goods or the manufacturing process. Supplier agrees to inform Buyer of any plans or intentions to change its quality system or any production technique, testing technique, packaging technique, location, fire protection measures, materials used, engaged sub-suppliers or any other change which may adversely affect the products or require re-listing or certification of the products.
Supplier will permit Buyer or its representatives, at Buyer's expense and subject to Supplier's reasonable security requirements, to perform quality audits of the facilities and processes used in manufacturing goods during normal business hours. Supplier will provide Buyer with access to its facility and process control information, books and records which are specifically related to Supplier's obligations under this agreement, and as may be required by Buyer to verify compliance with this agreement.
- 5.3. Supplier shall, at its own cost and expenses, provide with the packaging of the Goods, which shall be fit for preventing any damage during storage, transport until the delivery of the same to the Buyer, as well as during loading and unloading activities and handling in general.
- 5.4. Unless otherwise agreed in the Order, Goods shall be delivered together with the documents as follows:
 - Transport document and transport sheet, in case the contents are not completely indicated in the transport document;
 - Certificate of conformity to rules, laws and regulations in force and, whenever applicable, to Supply Terms and/or Technical Specifications and/or other drawings and projects prepared by Buyer;
 - Instruction and use manual, whenever required by law or advisable due to the nature of Goods, in both Buyer's country language and English;
 - Certificate of origin, whenever required by law or by the Contract;
 - Custom documents, whenever required by applicable rules;
 - Specific declarations and certificates required by applicable rules;
 - Safety sheets.
- 5.5. Unless otherwise agreed in the Order, the property of Goods shall be transferred to Buyer upon delivery, which shall take place pursuant to terms and conditions indicated in paragraphs 5.1. and 5.6. In the case referred to in paragraph 5.8., the property shall be transferred upon full positive Good test.
- 5.6. Unless otherwise and expressly requested by Buyer, delivery shall be executed at the date set forth in the Order. Supplier is aware of the importance for Buyer of timely deliveries and recognizes that time is of the essence in every delivery of the Goods. Failure to deliver by that date, the Supplier is considered to be automatically in default and it shall bear any risk and responsibility relating to the Goods. From that date/deadline penalties will be due to Buyer for every day or part of the day of delay amounting to 10% of the Good price, without prejudice to any rights to claim compensation for any further losses and to any other Buyer's rights – among which the right to the termination and fulfillment of the contract. Supplier acknowledges that the amount of pre-liquidated damages is fair, correct and therefore waives to claim, cavil and object its validity and value as well.
- 5.7. The signature of transport documents or of similar documents by Buyer or by any person representing the Buyer shall not imply and shall not be intended as acceptance by Buyer of Goods which such documents refer to, also with respect to the type and quantity of the Goods delivered, and shall be without prejudice to the Buyer rights to claim for defects, poor quality of Goods, non-conformity or malfunctioning of delivered Goods.
- 5.8. In case Good is shipped unassembled, by reason of its dimensions or in order not to damage the product, or has to be linked to other Buyer's goods located in the plant, the Supplier shall, by its own personnel, properly contracted and remunerated, and by using equipment of its own legitimate and exclusive availability - as further specified in the following paragraph 5.12. - carry out the

unloading and perform the assembly with other Buyer's goods. These procedures must be performed, within the date set forth in the Order, in compliance with the rules in force, with the Safety Documents, with eventual Particular Conditions and with any other guideline concerning safety issued by Buyer. In case the Good is a machinery, the Supplier shall, accordingly and within the Order deadlines, provide for the start-up of the Good until the steady-state operation as defined in the Order is achieved. Where the above mentioned obligations are not fulfilled, even partially, penalties will automatically accrue in favor of Buyer, besides possible penalties owed to Buyer pursuant to the paragraph 5.6. above, for each day or part of the day of delay, amounting to what specified in the Order, without prejudice to any rights to claim compensation for any further losses Buyer may suffer and to any other Buyer's rights and compensation in favor of Buyer set forth by the Contract or by law and in any way to the right to terminate the Contract.

5.9. In the cases referred to in paragraph 5.8. above, once the Good is, depending on the circumstances, assembled or, in the case of machinery or related components, started up and once the steady-state operation set in the Contract is achieved, the Parties will jointly carry out the test. It shall be performed as soon as possible and in any case within the deadline set forth in the Order. It must also comply with the specific guidelines contained in the order or in the Supply Terms, failing which the guidelines of international technical rules applicable to goods of the same type shall apply. It shall be then given notice of test performance and outcome in a report jointly signed by the Parties.

5.10. In case the test is delayed as a result of an act on the part of the Supplier, or in case its outcome is not completely positive within the date set on the Order, Buyer would be entitled to apply further penalties, from the date on which the positive test of the Good should have taken place by Contract to the date on which the test is carried out successfully, for each day or part of the day of delay as stated in the Order, which are in addition to the penalties referred to in paragraphs 5.6. and 5.8. above, without prejudice to compensation for further damage which Buyer may suffer and without prejudice to any other remedy or right pursuant to the law or by virtue of the Contract to Buyer. If the outcome of the test is not fully successful, the Supplier shall anyway make all the necessary corrections within the date set for in good faith by Buyer. Once this activity has been completed, the Supplier shall promptly forward to Buyer a written notice, so that a new test can be carried out within three days from the receipt of the notice and in accordance with the provisions referred to in paragraph 5.9. above.

If the Parties disagree about the outcome of the test, the technical issues concerning the detection and evaluation of the obtained results - and therefore concerning the outcome of the test - will be entrusted to a contractual expert, appointed, upon request of the most diligent Party, by the President of (x) the Court of Parma if the Buyer is BR or (y) the Court where the BR Affiliate has its registered office whenever such BR Affiliate is the Buyer, as the case may be. The decision of the arbitrator is legally binding for both Parties and no appeal to this decision is possible unless in the event of the arbitrator mistake, fraud or coercion or threats. The fees of the arbitrator will be charged to Buyer, if the survey testifies that the outcome of the test is fully positive, or to the Supplier in any other circumstances.

5.11. It is understood that the positive outcome of the test and/or the signing of the report by Buyer shall not reduce nor limit any guarantees provided for by the Contract or by the law in favor of Buyer.

5.12. The Supplier declares and guarantees that, in the execution of any activity concerning the realization, assembly, start-up, operation, test, fine-tuning, repair of the Good, as well as of any activity to be carried out at Buyer's plant, he will only avail himself of full-aged, competent and qualified personnel, with the necessary skills, experience and training, who reports directly to him, exclusively subject to its organization and management and such personnel shall be legally employed and managed in accordance with employment and accident prevention legislation in force from time to time. The Supplier shall ensure its personnel a wage that is at least equal to the minimum wage applicable in relation to category, qualification and seniority.

The Supplier shall constantly provide for the complete fulfillment of the above-mentioned salary obligations as well as those concerning social security, mandatory assistance, payment or (if the employee has taken up the relative option) allocation of severance indemnity, as well as application of tax deductions. The Supplier shall, upon Buyer's request, provide it with a copy of the documentation attesting the complete fulfillment of the obligations referred to above. The Supplier shall, in any case, indemnify and keep indemnified Buyer from all eventual claims which can arise, either from the Supplier's personnel or from social security institutions, for which Buyer, as a contractor, can be held liable jointly and severally, under applicable law. In case of Supplier's non-fulfillment of salary, social security or tax obligations, as well as of obligations concerning payment for compensation, even with respect to one single employee, as well as in case of lack of prompt delivery to Buyer of the requested documentation attesting the complete fulfillment of Supplier's obligations, Buyer shall be entitled to suspend payment of any sum due to the Supplier until the latter provides Buyer with the documentation certifying he has completely fulfilled the relevant obligation, as well as any deriving obligation.

The Supplier shall only use work equipment of its sole and exclusive property, at its complete and legitimate disposal or in relation to which he is the only, exclusive and legitimate user, as attested by a valid legal document. This equipment must also be safe and must comply with any applicable legislation, it has to have passed all the necessary checks, regular maintenance and shall be delivered with the documentation attesting the aforesaid controls and maintenance interventions and the user's and service manuals.

The Supplier's personnel shall wear the same readily identifiable overalls and be provided with the suitable Personal Protective Equipment (PPE), complying with any provisions set forth in the applicable law, and with any other guideline and technical rules and regulations applicable from time to time. The Supplier's personnel shall carry its identification card with a photograph and including the worker's identification details, as well the name of the employer.

As explained in paragraph 5.8. above, any activity to be carried out at one of Buyer's plants shall be performed in compliance with any regulation in force and in particular with environmental standards, as well as with the relevant directives and regulations on the management and treatment of waste and on health and safety at the workplace. The Supplier shall fulfill the obligations and achieve the fulfillments as provided therein and, notably, evaluate all the risks linked with both the performance of the activities to be carried out and with the particular conditions of the places in which the aforesaid activities must be executed, also in accordance with the interference risk assessment report which Buyer shall prepare and attach to the Order (without prejudice to the possibility of any subsequent amendment), besides Safety Documents, any other guideline concerning safety issued by Buyer, as well as all detailed information provided by Buyer about the specific risks existing in the environment the Supplier's technicians have to operate and about the prevention and emergency measures to be taken with reference to Buyer's activity. The Supplier is entitled to use only the areas which Buyer will make available to him and shall respect the safety protocol defined by Buyer.

The Supplier shall adopt any measure aimed at protecting workers' health and safety and shall cooperate with Buyer, other Buyer's contractors and any third party at the premises, for the application of preventive and protective measures against risks at work having an incidence on the Contract working activity and coordinate with them preventive and protective interventions against risks to which workers may be exposed, by mutually informing each other in order to eliminate risks arising from interference between activities performed by different companies involved in the execution of the whole activity. The Supplier shall provide its personnel with appropriate information and training about workplace risks and risks related to activities to be carried out at the Buyer's plant. He also commits to make sure that its personnel meet all the provisions ensuring health and safety at work, as well as all the measures adopted in order to prevent risks and for coordination with Buyer, other contractors and persons or visitors present, in

whatever capacity, in the premises, likewise all the safety regulations agreed with Buyer. The Supplier shall implement all the safety measures and any other necessary measures in order to prevent, from the execution of work and in consideration with the potential risks to which they can be exposed, any threat to its workers' health and safety and, more generally, any threat to the health and safety of persons present in whatever capacity in the plant.

Art. 6 – Goods - Warranties

- 6.1. The Supplier shall take any responsibility and give the widest guarantee with respect to the Goods. If the Supplier knows or has reason to know the intended use of the Goods by Buyer, it shall guarantee its suitability for this particular or specific purpose. Moreover, the Supplier guarantees the full conformity of the Goods to the samples or models, if any.
- 6.2. The Supplier declares and guarantees that supplied Goods and associated packaging shall:
 - a. bear the CE marking wherever required, be safe and in compliance with any applicable regulation in force from time to time in the European Union and in each of the adhering Member States, and to specific technical rules of the industry, international rules included;
 - b. comply with the indications and declarations affixed to any containers, packaging, labels or promotional material and that each Good is contained, packaged, marked and labeled appropriately;
 - c. be perfectly suitable to the use indicated in the Contract and in particular to the Supply Terms and/or Technical Specifications, wherever applicable, and in any case to the planned use; be free from any defect or poor quality, properly done and fully compliant with the highest and most advanced quality standards; as well as compliant, under any aspect, with Specifications, wherever applicable;
 - d. made by the original manufacturers indicated in the Order, when different from the Supplier, and deriving from original manufacturer;
 - e. upon their delivery to Buyer, be in the full, indisputable and exclusive property and availability of the Supplier, free from third party claims, charges, liens, seizures and any other encumbrances so that it will be possible to transfer the full, free, undisturbed property to Buyer.
- 6.3. In addition to any other right or remedy pursuant to the law or by virtue of the Contract, including the right to termination and to price reduction without prejudice to any indemnity obligation and damage compensation, the Supplier, wherever required, shall be obliged, on a case by case basis, to promptly repair or replace, at its own charge and care, at the Buyer's plant at which delivery took place, defective or unsuitable or non-conforming Goods or Goods other than those ordered, within 72 (seventy two) hours from Buyer's request.
- 6.4. In addition to any other guarantee pursuant to the law or by virtue of the Contract, in particular for defects, non-conformity or poor quality of Goods and unless otherwise agreed in the Contract, the Supplier guarantees the good functioning of the Goods from two years from delivery – or, in case a test is necessary, from a successful test – where such warranty applies. Consequently, during the above-mentioned period, in case of malfunctioning the Supplier is required, at its own expenses, to either repair or, if necessary, to replace the Goods as well as any single component which may be defective within 72 (seventy-two) hours from Buyer's request, without prejudice to any other right to claim for further damages.
- 6.5. As provided under paragraphs 6.3. and 6.4 above, the Goods or their repaired or replaced parts will be covered by a new two-year warranty from the date on which their function is completely restored, either by repair or by replacement. In case of replacement or only partial repair the remaining components of the Goods will have a warranty extension for a period equal to the period of failure of the Goods to be properly used.
- 6.6. The Parties agree that terms of warranty (and relevant statute of limitation) granted by the Supplier to Buyer pursuant to applicable law or pursuant to the Contract shall run from the delivery of Goods to Buyer duly made and completed with no failure whatsoever. The Parties also agree, with reference to any guarantee, that the date for the complaint for defects, non-conformity, malfunctions or the like shall be sixty (60) days from their discovery. If the Good has to be tested, all the terms set forth above (concerning both warranty duration expiry and statute of limitation) shall run from the date on which the outcome of the test is fully positive, the successful test having to be considered as final and complete delivery. Inspections, checks, acceptance or use of the Goods provided by the Supplier will not limit and / or exclude in any way the Supplier's warranty and obligations.
- 6.7. Any insurances or guarantee, also at first request, shall be without prejudice to guarantees due by the Supplier.
- 6.9. In any event the Supplier shall be obliged to comply with the provisions set forth under paragraphs 6.3. and 6.4. above also in case of dispute or controversy with Buyer.
- 6.10. The Supplier also declares and guarantees full and total traceability of Goods and shall adopt any procedures and tool necessary to this aim.
- 6.11. This warranty is valid and effective also towards any successors, assignees, customers and users of the Goods sold by Buyer.

Art. 7 – Insurance policies

- 7.1. Unless otherwise and expressly agreed between the Parties and without prejudice to any responsibility, besides insurances mandatory by law and those explicitly required in the collective employment contracts, the Supplier shall have proper insurance coverage by means of insurance policies executed with a first class Insurance company to be listed and evidenced in separate document to be disclosed to Buyer at the time of the Order. Should such insurance coverage be not satisfactory to Buyer at its sole discretion, Supplier shall comply with Buyer's reasonable request for implementing and/or increasing the insurance coverage. Should Supplier provide the assembly, connections, start-ups of the Good, it shall provide the Buyer with the Property All Risks Insurance for the value of the Good, until the transfer of property after the positive outcome of the test.
- 7.2. The Supplier shall provide Buyer with a copy of its insurance policies whenever Buyer so requests. Buyer shall be entitled to ask for and obtain at any time a copy of the insurance declaration attesting the policies currently in force, as well as their maximum sums, and to be provided with a copy. The Supplier commits himself to obtain, before the Good is produced and delivered, a written and binding engagement from the insurance company to supply Buyer with the above-mentioned information and copies. The insurance policies shall provide for the company's obligation to promptly forward to Buyer any possible notice of cancellation or termination of the insurance relationship with the Supplier or any possible amendment of the policy conditions and/or of the relative maximum sums insured, at least thirty days before the date on which the aforesaid events inure. It is understood that in this event the Supplier shall provide for the prompt replacement of the aforesaid policies with others fully compliant with provisions referred to in paragraph 7.1. above and in this paragraph.
- 7.3. The above-mentioned insurance coverage shall be in force for the entire duration of the Contract and 6-month term thereafter.
- 7.4. The Supplier shall immediately notify – under law or policy provisions – its own insurance company of any accident occurred.

Art. 8 - Withdrawal – Notice of compliance – Termination

- 8.1. During the term of the Contract Buyer shall be entitled at any time to terminate the Contract by giving 3-month prior written notice to the Supplier, without any indemnity, compensation, reimbursement or payment whatsoever could be claimed by nor due to the Supplier.
- 8.2. Buyer shall be entitled to immediately terminate the Contract by giving written notice thereof to Supplier, in case of mergers or demerger, transfer of ongoing concern (even partial), business reorganization, bankruptcy (including any insolvency proceedings), winding-up, liquidation, dissolution, change in control. To this end, the Supplier shall promptly inform Buyer upon the occurrence of any of the above triggering event.
- 8.3. Without prejudice to any other remedy or right pursuant to the law or by virtue of the Contract, the Buyer shall be entitled to immediately terminate, partially or in full, the Contract by giving written notice thereof to Supplier, without the latter being entitled to claim and/or avail whatsoever, in the event as follows:
 - A. late delivery of Goods exceeding 15 (fifteen) days with respect to the delivery date set forth in the Order;
 - B. assignment of receivable to any third party in breach of the provision set forth in paragraph 4.6 above;
 - c. non conformity, defects, poor quality, malfunction of any nature of delivered Goods;
 - d. delivery of goods other than those ordered;
 - e. failure or late repair and/or replacement of Goods;
 - f. failure to maintain the insurance coverage provided for by article 7;
 - g. breach of the obligations set forth under paragraphs 5.12, 9.1, 9.2, 9.3, 9.4 and 11.6;
 - h. failure to carry out the fully successful test within the deadline set forth in the Order.

Art. 9 – Trademarks – Rights of intellectual and industrial property - Confidentiality - Privacy

- 9.1. The Supplier declares and acknowledges that Supply Terms and any information and drawing they consist of, even where they are not registered or under patent protection, and even where unpatentable or unregistrable, belongs exclusively to Buyer, which is entitled to any and all uses and exploitation right.
- 9.2. The Supplier declares and acknowledges that pursuant to this Contract it will not acquire any right on trademarks or other distinctive signs or rights of industrial property in general (know-how and Supply Terms included) of Buyer, not even in case such trademarks and distinctive signs or other rights of industrial property (know-how and Supply Terms, included) of Buyer shall be represented on the Goods or on their packaging or be used for their realization. In such event, the Supplier shall be only entitled to the use of such trademarks, distinctive signs and rights of industrial property for the execution of the Contract.
- 9.3. In particular, the Supplier shall not be entitled to (x) use, not even after the execution or termination for any reason of the Contract, trademarks and distinctive signs identical or similar to those of Buyer and/or (y) manufacture or sell Goods identical or similar to those manufactured or sold by Buyer or in any case resulting from Buyer's drawings and projects, and/or (z) use the information and the technical knowledge and know-how related to the Goods.
- 9.4. The Supplier shall keep highly confidential and not disclose, either directly or indirectly, to any third party, any information, of technical or commercial nature, written or oral (know-how and Supply Terms included) belonging to or relating to Buyer or to any third parties, it might received or be informed of on the occasion of the negotiation or execution of the Contract, or of which it was previously informed, it being understood that it will be entitled to use the received information (including those contained in the Supply Terms) only as far as strictly necessary for the execution of the Contract.

The Supplier undertakes to comply to such obligations for the entire duration of the Contract and for the five subsequent years after its termination or for a longer period until such information become known to the public and, for the information made of the combination of several information, until such information become legally known to the public. The Supplier shall use such information only within the limits strictly necessary for the Contract execution. The Supply Terms and all the guidelines and information they consist of – which are deemed to all intents and purposes as confidential information - are covered by the scope of the above-mentioned obligations.
- 9.5. Buyer shall have any right (including the right to patent/register, in the case of an invention, application, patentable/registrable solution, without prejudice exclusively to the authorship in favor of the Supplier), on all inventions that are developed, invented, realized by the Supplier in order to execute the Contract, being it understood that such circumstance is taken into consideration in the determination of the price and remuneration (as referred to under paragraph 4.1. above) set forth in the Order. The above shall be considered as Buyer's confidential information and it is subject to the same obligations on the part of the Supplier and to the provisions under paragraphs 9.1., 9.2., 9.3., 9.4. above and under paragraph 9.6. below.
- 9.6. After the execution of the Contract the Supplier shall immediately destroy or promptly deliver to Buyer any material containing Buyer's information or rights (including the Supply Terms), even if resulting from elaborations or analysis made by the Supplier, who shall not be entitled to claim any right on them.
- 9.7. The Supplier undertakes to strictly comply with all applicable privacy legislation and Regulation UE n. 2016/679. Without prejudice to the provision of paragraph 9.1 above, all information concerning the other Party which the receiving Party has acquired on the occasion of the Contract shall be dealt with in the respect of the provisions of applicable privacy law on the protection of personal data and shall be used exclusively in relation to the Contract or in legal proceedings. For the purposes of the use and handling of their own personal data the Parties mutually declare to have received the information under art. 13 of UE Regulation 2016/679 published into the respective Company's website (www.bormiolipharma.com), it being understood that data disclosure and acquisition are in any case necessary to fulfill contract obligations and to carry out the economic activity. With regard to the provisions of the Contract, the Supplier shall also comply with all the provisions of the above-mentioned law and Regulation with regard to its own employees involved in any way in the execution of the Contract, obtaining, whenever required, their consent.

Art. 10 – Code of Business Ethics and Conduct

- 10.1. The Supplier declares he has received or downloaded from the BP's website a copy of the BP's Code of Business Ethics and Conduct (herein after the "**Code of Conduct**") and he accepts the principles it contains, therefore committing himself in the timely and rigorous compliance with behavioral principles listed in such Code of Conduct.

BP shall immediately inform the Supplier of any change to the Code of Conduct.
- 10.2. The Supplier shall inform the Supervisory Body of Buyer, if applicable, of any violation of the Code of Conduct of which it is aware at execution of the Contract.
- 10.3. In case of serious violation by the Supplier of any provision of the Code of Conduct, the Buyer shall invite the Supplier with registered mail with acknowledgment of receipt to comply within a delay of seven days, warning that failure to comply within such date, the Contract shall be considered terminated, null and void.
- 10.4. In case of charges to Directors or employees of the Supplier, also in case of mere contributory negligence, for violation or breach of any provision set forth by health, safety and environment applicable legislation at workplace, Buyer shall be entitled to immediately terminate the Contract and claim for damages.

Art. 11 – General provisions

- 11.1. Any notice related to the Contract shall be in writing and shall be submitted personally, by fax or e-mail or registered mail (with acknowledgement of receipt), unless differently agreed in the Contract.
- 11.2. The Contract may not be varied, modified, altered, or amended unless agreed to in writing by the Parties.
- 11.3. The acceptance of either Party of any violation of the Contract by the other Party shall not be construed as acceptance of or renunciation to the enforcement of the breached provision nor a renunciation by the Party to its right to the enforcement of any contract term and clause.
- 11.4. In case some of the conditions or provisions of the Contract become void or ineffective, the remaining provisions shall remain valid and binding, unless the void or ineffective provision is deemed as essential by one of the Parties.
Parties agree to negotiate in good faith to replace void or ineffective provisions with other valid and binding provisions, so as to achieve the same effect, as far as possible, of the original clause.
- 11.5. The titles of the Contract articles have been included only for easy recall. Consequently, they shall not be taken into consideration in the construction of the Contract.
- 11.6. The Supplier shall not assign and/or transfer the Contract, either totally or partially, to any third party without Buyer previous written consent.
- 11.7. Provisions which are explicitly or implicitly destined to survive the expiry or termination of the Contract shall be in force after the Contract expiry or termination and notwithstanding reasons or causes which have produced such expiry or resolution.
- 11.8. Any reference in the Contract to regulations or rules or to the contents of authorizations shall be referred to the current version applicable from time to time, or to the standard issued to replace the cancelled provision. The Supplier shall take the risk of new investments and/or higher costs required by the execution of the Contract as a consequence of regulatory changes and/or promulgation of new norms, even if of a mere technical nature.
- 11.9. Days, referred to in the Contract for calculating or indicating delays, shall be meant as calendar days, unless differently explicitly agreed.

Art. 12 – Applicable law – Competent court

- 12.1. The General Conditions and the Contract are governed by and construed in accordance with (x) the laws of Italy, if and when the Goods are ordered and purchased by BP, or (y) the laws of the country where the BP Affiliate that placed the order for and purchased the Goods has its registered office, in all cases with the express exclusion of the provisions of the Wien Convention 1980 on the international sale of movable property and any conflict of law rules.
- 12.2. Any dispute deriving from, related to or connected with the General Conditions and the Contract shall be submitted to the sole and exclusive venue of (x) the Court of Parma, if and when the Goods are ordered and purchased by BP, or (y) the competent court where the BP Affiliate that placed the order for and purchased the Goods has its registered office. The Supplier hereby irrevocably and unconditionally waives any objection that it may now or hereafter have that competent court applicable pursuant to the above provision is an improper or inconvenient forum for the resolution of any dispute and waives to submit or bring any dispute before any different jurisdiction other than the court as above considered competent.

In witness whereof

The Supplier

Stamp and Signature

Supplier hereby declares, after having carefully read, examined and perused also through the assistance and advice of counsel of its choice, to approve specifically the following clauses of the above General Conditions: Art. 4.2, 4.7, 5.6, 8.3, 9.6, 12.2 (limitation and exclusion to make objections and claims); Art. 8.1. (right to withdraw); Art. 12.2 (Competent court).

In witness whereof

The Supplier

Stamp and Signature