

GENERAL TERMS AND CONDITIONS OF SALE

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 these general conditions as well as in the Contract, the terms listed below will have the meanings indicated next to each of them:

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| BP: | shall mean Bormioli Pharma S.p.A, as seller, contractor, or supplier of the goods; |
| BP Affiliate: | shall mean any company that, directly or indirectly, is controlled by, or is under common control with, BP, 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; |
| Customer: | shall mean the customer 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 Customer; |
| General Terms: | shall mean these general terms and conditions of sale, which are in force together with any other document forming the Contract that governs the supply of goods from the Supplier to Customer; |
| Order: | shall mean the written document transmitted by Customer 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; |
| Supplier: | shall mean BP or BP Affiliate, as the case may be, that sells and supplies the goods to Customer; |

2. Validity and enforceability

- 2.1. These General Terms govern and apply to all contracts of sale, contract work and, more generally, to all supplies from Supplier to Customers (Supplier and Customers hereinafter referred, collectively, to as “**Parties**” and, individually, “**Party**”).
- 2.2. Any different general conditions of the Customer, mentioned, referred to or recalled in proposals or offers made by Customer and accepted by 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 Terms cancel, prevail and supersede any previous general conditions of Customer and/or Supplier. The General Terms can be applied both to the supply of standard items, included customized items realized and developed upon specific Customer’s requirements. Supplier shall be entitled to modify or replace at any moment these General Terms with new general conditions which will be immediately effective and applicable to the next supplies as soon as they are notified to the Customer, without prejudice to the specific written approval of any vexatious clauses. In the absence of such approval, relevant clauses of these General Terms shall apply.

3. Specifications

- 3.1. Supplier General Specifications (hereinafter referred to as the “**Specifications**”) form an integral part of the General Terms as well as the Contract even if not attached thereto. The Specifications may refer to product categories, to single products or customized items. When a Specification is specific for a given product, in the supply relationship regarding that given product any reference made to the Specifications in the General Terms must be intended as referring to that particular and/or detailed Specification, which will prevail over the Specifications for product categories. When there is a particular and/or detailed Specification for a given Customer, in the supply relationship with that given Customer any reference made to the Specifications in the General Terms must be intended as referring to that particular and/or detailed Specification, which will prevail over all the other Specifications.

4. Products

- 4.1. The object of the supply relationships regulated by these General Terms are both standard and

customized products, manufactured by BP and/or BP Affiliate or by third parties, as well as products that are simply marketed by Supplier. Customized products are products made from specific indications or using technical or technological knowledge of the Customer. The Customer for which the customized products are manufactured shall hold Supplier harmless from any claim made by third parties, in particular for unfair competition, or for counterfeiting or appropriation of patents, trademarks, industrial models, ornamental models and drawings, or for any other violation of industrial or intellectual property rights, copyrights or know-how in general. The Customer takes full responsibility for the personalized product, pursuant to Directive 85/374/CE as amended, as well as equivalent legal provision in the countries where the products will be used and/or marketed, and undertakes to hold Supplier harmless from and indemnified against any third-party claim, without the Customer being entitled to object and/or cavil for any reason whatsoever.

- 4.2. Supplier will be the exclusive owner of any eventual improvement and/or adaptation and/or integrations made by it to the drawing or to the design provided by the Customer. Said improvements and/or adaptations and/or integrations may not be used by the Customer either directly or indirectly.
- 4.3. Unless otherwise agreed in writing by the Parties, the molds necessary to manufacture customized products are the exclusive property of Supplier, even in case the Customer is required to pay a non-refundable amount to be agreed by the Parties, that in no event it could be considered or construed as purchase price. The Customer shall have no right or title to repossess any mold, including in the event of termination for any reason of the relationship with Supplier. It is therefore understood and acknowledged that molds will remain property of and will be kept by Supplier until scrapping. Maintenance and repair expenses shall be borne by Supplier.
- 4.4. Any product sample or product images contained in schedules, advertising materials, price lists and the like are for estimation purposes only and, therefore, in no event Supplier could be bound or responsible for.
- 4.5. The Customer shall be liable for substances/liquids it will introduce into the Supplier's container. The Customer expressly declares to have knowledge of (i) the composition of the end product; (ii) the effect caused by the contact with Supplier's products; (iii) the complementarity between Supplier's products and the end product and/or any other packaging materials; (iv) the intended use of the finished product; (v) the relevant production and packaging processes; (vi) all the evaluations regarding the product (in glass, plastic or other material) that Customer intends to buy from Supplier; (vii) and the occurrence, before use of Supplier's goods, of compatibility tests between the products supplied and all the materials that will come in contact with it, including packaging. The Customer is also responsible for the type-approval of the product for the various use/packaging phases and for supplying the information to the end user for correct use of the finished product and of its package, taking also into account the fragility of the materials. The Customer takes full responsibility pursuant to Directive 85/374/CE, as amended, and to other provisions of law applicable in the countries where the finished products will be marketed and/or used, with reference to both the finished product and Supplier's product. Customer shall indemnify and hold harmless Supplier from and against any third-party claim, without the Customer being entitled to object and/or cavil for any reason whatsoever.

5. **Orders**

- 5.1. All orders must be placed in writing and sent according to the instructions of section 13.1 with precise indication of the type and number of products ordered. Any verbally placed orders will be considered only after receipt by Supplier of relevant written documentation or confirmation thereof. Supplier shall have the right, at its sole discretion, to accept or reject orders. Acceptance may be sent by written notice pursuant to section 13.1 below, or by giving simple execution to the order. In such case Supplier shall inform Customer thereon in a timely manner.
- 5.2. Should Supplier's order confirmation contain modifications to the order, the modifications will be considered tacitly accepted after 7 days from receipt of the confirmation, without the Customer having notified his disagreement in writing.
- 5.3. Any agents, brokers and other business auxiliaries of Supplier will not have the power to bind Supplier in any way. In particular, they do not have the power to enter into agreements on behalf of Supplier, to amend or cancel agreements in place, to change delivery terms, to grant sale or purchase exclusive rights, to grant discounts or allowances or payment extensions, to collect sums of money, unless they have received specific written power of attorney for said purposes. If the Customer makes payments to the above persons, the obligation of payment will not be considered to have been properly and satisfactorily made until the sums are actually received by Supplier.

- 5.4. Price lists or material illustrating the product sent or in any other way furnished by Supplier, its agents, brokers or other business auxiliaries, shall not be considered as an offer or solicitation whatsoever.
6. **Delivery**
- 6.1. The delivery terms indicated in the orders, whenever accepted by Supplier, or in any other way agreed to, shall not be considered of the essence and are for estimate purposes only, unless otherwise expressly agreed by the Parties. Reasonable tolerance is always accepted, also in consideration of the particular type of production and operations connected with the setting and planning of the relevant lines. Therefore, delays in delivery on the part of Supplier shall not be considered a breach of the agreement and Customer has no right or title to make any claim or objection whatsoever.
- 6.2. Unless otherwise agreed in writing by the Parties, goods will be delivered ex works (EXW), in accordance with the Incoterms definition of the International Chamber of Commerce in force at the time. The place of delivery will be the manufacturing plant of BP or BP Affiliate as previously notified by Supplier to the Customer. In case of the Customer's failure to collect the goods or the Customer's refusal to receive the goods, even in those cases where, by written agreement between the Parties, goods are not to be delivered EXW, Supplier shall be entitled to sell the goods not collected without Customer could be entitled to claim or cavil for any reason whatsoever, without prejudice to any other remedy applicable by law or by agreement and in particular set forth in the General Terms, such as for example, any scrapping of products.
7. **Price – Terms and method of payment**
- 7.1. Prices, inclusive of packaging as per section 8.1 below, are those set forth in Supplier's price list in force at the time of acceptance of the order by Supplier. The price shall be paid within thirty days from the invoice date, by full payment on bank account indicated by Supplier. Supplier may issue cash orders or cashier's check at the agreed due dates and may freely transfer to third parties the credits owed by the Customer for goods delivered. The Customer may not suspend nor delay payment of the price for any reason and in particular may not raise objections, for any reason whatsoever in connection with the goods received, unless the full price has first been paid. Customer shall pay the amount due in full and on time even if it has not collected the goods yet.
- 7.2. Without prejudice to any other remedy set forth in the Contract, in the General Terms and by law, in case of late payment interest at the rate set forth in Directive 2000/35/CE of 29 June 2000, as amended, shall automatically apply, without prejudice to Supplier's right, if the delay exceeds 30 days, to (i) terminate the Contract with immediate effect, by simple written communication to Customer, (ii) to claim for any further damage. Moreover, shall immediately lose the right to any special payment terms and conditions granted to Customer shall be immediately cancelled and of no effect, without any notice being due. Supplier may suspend any other delivery to Customer until all payments are made in full, it being understood that, where the goods to be delivered have already been produced, the Customer shall also pay a sum equal to 1 € per day per each uncollected pallet or part thereof for warehouse, storage and movements costs, without prejudice to Supplier's right to claim for damages. It is further understood that, in no event under clause 7.2 hereof, Customer could be entitled to claim and/or cavil for any reason whatsoever.
8. **Packing**
- 8.1. Unless otherwise agreed in writing by the Parties, the products shall be delivered with standard Supplier packaging. Complaints about damaged packaging shall be accepted only if submitted in writing by the Customer or by the appointed Carrier at the time of collection.
9. **Warranty**
- 9.1. Supplier warrants and guarantees its products against breakage under the terms and limits indicated in the Specifications, provided that the products have been used correctly and in accordance with the instructions provided or in any case for the purpose for which they were designed.
- 9.2. Supplier warrants and guarantees to the Customer the products' conformity with EC regulations in force at the time of delivery. Unless otherwise specifically agreed with regard to specific regulations to be identified at the Customer's own risk, the Customer shall bear all risks relating the products' nonconformity with other regulations. Supplier guarantees the products against defects, lack of essential quality to the limits indicated in the Specifications, including with respect to tolerance percentages. Any other guarantee on the products is excluded (unless otherwise agreed in writing by the Parties or unless otherwise indicated in the Specifications) in terms of internal and/or external cleanliness and colour shade. The guarantee hereof is valid and effective upon condition that

Customer performs the acceptance checks provided for in the Specifications and send a written notice to Supplier with the results of the check within the terms set forth in the Specification or in any case within 24 hours from completion of the above checks. Failing that, no guarantee shall apply or be claimed by Customer who, therefore, shall be fully responsible and shall – at first demand, any objection or caveat excluded – indemnify and hold Supplier harmless from any and all liabilities it may incur under Directive 85/374/CE, as amended, or similar provisions of law applicable in the countries where the products will be used and/or marketed.

- 9.3. Under penalty of forfeiture, within 7 days the Customer must inform by written communication Supplier of any evident or hidden defects but detectable during the above-mentioned acceptance tests under section 9.2. "Supercritical" defects, as defined in the Specifications, must be reported by written notification within a maximum of 24 hours from detection and in any case within three months from delivery. In any case, guarantee shall not apply in case of late payment and/or if the defects are not analytically reported pursuant to the above procedure. After the above-mentioned period of three months, every right of guarantee shall become null, void and of no effect. Where no specific provisions are set forth in the Specifications, the report indicating the defects detected, including the one mentioned in section 9.1, shall specify in detail the nature of the defects, the number of Supplier's lot which the allegedly defective products referred to and any products delivered to third parties or placed onto the market.
- 9.4. Within the terms indicated in the above section 9.3. the Customer shall send to Supplier samples of the allegedly defective products. The Customer may not use any items from the same lot, even if the items are deemed to be non defective, until the existence or non-existence of defects is finally ascertained (in which case the remedies under section 9.5 shall apply) and classified. Failure to do so, the Customer shall indemnify and hold Supplier harmless from and against any and all consequences pursuant to Directive 85/374/CE, as amended, or similar provisions of law applicable in the countries where the products will be used and/or marketed. The Customer, if so requested by Supplier shall immediately recall all the products belonging to the same lot already delivered to third parties or placed on the market. The Customer shall keep all the products in the lot to which the reported allegedly defective products belong, including the reported products themselves, at Supplier's disposal for inspections. Should Supplier, after having examined the samples and/or products provided by the Customer, not acknowledge the existence of the reported defects, the evaluation shall be based on the assessment of an appointed expert. To this end the Parties shall appoint an expert, to be designated by the President of the Court referred to in section 14.2 below at the request of the more diligent Party, to perform a technical expertise the results of which shall be final and binding upon between the Parties who, therefore, expressly, irrevocably and unconditionally waive any objection that they may now or hereafter have on and with respect to such technical decision. The expenses for the technical expertise shall be borne by the losing Party.
- 9.5. If the complaint is limited only to the number of items reported, both for the purpose of their replacement and verifying whether this exceeded the percentage of defective products indicated in the Specification which the guarantee applies, the Parties shall perform a joint physical inspection of the lot/batch in which the defective products were detected. In case of disagreement, the provisions of section 9.4 above shall apply. Should a defect or lack of quality be ascertained for which Supplier is liable under these General Terms, Supplier shall replace the defective part or, if the defects are qualified as "supercritical", all the products of the lot which the defective products referred to. It is understood that the expenses for returning to Supplier the defective products and/or all the products of the same lot, as well as the expenses for transport the new products to the Customer's premises shall be borne by Supplier. The terms for the delivery of the new products shall be agreed by the Parties. The Customer is not entitled to return products without prior written authorization from Supplier.
10. **Limitation and exclusion of warranty and liability**
- 10.1. The warranty set forth in the Contract and/or these General Terms is expressly in lieu of and excludes all other warranties, express or implied (including the warranties of merchantability and fitness for a particular purpose), and all other obligations or liability on Supplier's part. There are no warranties that extend beyond the limited warranty contained herein.
- 10.2. In the event of any breach of the warranty by Supplier, the Parties agree that Supplier's liability shall be limited exclusively to the remedies of repair or replacement (at Supplier's sole discretion) of the defective product covered by the warranty. In no event shall any repair or replacement of any

defective goods covered by Supplier's warranty extend the length of the warranty beyond the period specified in the Contract and/or these General Terms. Notwithstanding anything contained in these terms and conditions to the contrary, Supplier shall not be liable for and specifically disclaims all direct, indirect, consequential, incidental or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, penalties of any kind, loss of service of personnel, or failure of good to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract or warranty, legal claims or otherwise. Any action for breach of the Contract and/or these General Terms must be commenced within one (1) year after the cause of action has accrued.

11. Termination for convenience

11.1. Supplier is entitled to terminate at any time and without cause the Contract in force without any compensation or indemnity whatsoever could be claimed by nor due to Customer.

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

12.1. The Customer declares and acknowledges that any information and drawing, even if not registered or under patent protection, unpatentable or unregistrable, are sole and exclusive property of Supplier. Customer, therefore, declares and acknowledges that pursuant to the Contract and/or these General Terms it will not acquire any right on trademarks or other distinctive signs or rights of industrial property in general of Supplier. In particular, Customer 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 Supplier and/or (y) manufacture or sell goods identical or similar to those manufactured or sold by Supplier or in any case resulting from Supplier's drawings and projects, and/or (z) use the information and the technical knowledge and *know-how* related to the goods.

12.2. The Customer 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 belonging to or relating to Supplier or to any third parties, it might receive or be informed of on the occasion of the negotiation or execution of the Contract, or of which it was previously informed.

12.3. The Customer undertakes to strictly comply with all applicable privacy legislation and Regulation UE n. 2016/679. Without prejudice to the provision of section 12.2 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 Company's web site 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.

13. General provisions

13.1. Any notice related to the Contract and/or these General Terms shall be in writing and shall be submitted personally, by fax or e-mail or registered mail (with acknowledgement of receipt), unless differently agreed upon between the Parties.

13.2. The acceptance of either Party of any violation of the Contract and/or these General Terms 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.

13.3. In case some of the conditions or provisions of the Contract and/or these General Terms 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. The 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.

13.4. Titles and headings to sections are for convenience only and do not affect the interpretation of these General Terms.

13.5. Customer shall not assign and/or transfer the Contract, either totally or partially, to any third party without Supplier prior written consent.

13.6. 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.

13.7. Any reference in the Contract and/or these General Terms 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.

13.8. Days, referred to in the Contract and/or these General Terms, shall be meant as calendar days, unless otherwise agreed upon between the Parties.

14. Applicable law – Competent court

14.1. These General Terms and the Contract are governed by and construed in accordance with (x) the laws of Italy, if and when the goods are sold and supplied by BP, or (y) the laws of the country where the BP Affiliate sold and supplied by 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.

14.2. Any dispute deriving from, related to or connected with these General Terms and the Contract shall be submitted to the sole and exclusive venue of (x) the Court of Parma, if and when the Goods are sold and supplied by BP, or (y) the competent court where the BP Affiliate that sold and supplied the Goods has its registered office. The Customer 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.

15. Code of Business Ethics and Conduct

The Customer declares he has received or downloaded from the BP's website a copy of the BP's Code of Business Ethics and Conduct (hereinafter 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 Customer of any change to the Code of Conduct. The Customer shall inform the Supervisory Body of Supplier, if applicable, of any violation of the Code of Conduct of which it is aware at execution of the Contract. In case of serious violation by the Customer of any provision of the Code of Conduct, the Supplier shall invite the Customer 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. In case of charges to directors or employees of the Customer, 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, Supplier shall be entitled to immediately terminate the Contract and claim for damages.

In witness whereof

The Customer

Stamp and Signature

Customer hereby declares, after having carefully read, examined and perused these General Terms, also through the assistance and advice of counsel of its choice, to approve specifically the following clauses and sections of the above General Terms: 4.1, 4.5, 5.1, 5.2, 6.1, 6.2, 7.2, 9.2, 9.4, 11.1 and 13.2 (limitation and exclusion to make objections and claims); 10 (limitation and exclusion of warranty and liability), 7.1 (estoppel, *solve et repete*), 9.3 (forfeiture of the warranty), 11 (termination for convenience); 14.2 (Competent court).

In witness whereof

The Customer

Stamp and Signature