

GENERAL TERMS OF SALE

These general terms of sale (hereinafter referred to as “**GTS**”), have the purpose to organise the relationship between EUROAPI Italy S.r.l (hereinafter referred to as the “**Seller**”), a limited company registered under the number 02640720740, located, Via Angelo Titi 22/26, Brindisi CAP 72100, Italy and its clients (hereinafter referred to as the “**Buyer(s)**”). Seller and Buyer are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

DEFINITION

The term “**Product(s)**” shall mean the products ordered by the Buyer to the Seller.

1. FIELD OF APPLICATION – OPPOSABILITY

Any order irrevocably implies the Buyer's acknowledgement of and full adherence, without exception, to the GTS. Any condition to the contrary raised by the Buyer shall be consequently ineffective. The Seller reserves the right to modify at any time the GTS by providing Buyer with an updated version. The modification shall only enter into force for new orders passed after the GTS's updated version provision date, unless the modification results from a legal imperative obligation and only on such aspects if applicable.

2. ORDERING

Orders sent to the Seller or through its agents become firm and definitive on receipt by the Buyer of the Seller's acknowledgement of receipt.

The cancellation or modification, whether total or partial, of the order requires the Seller's specific approval, without prejudice to compensation of any resulting damage.

3. DELIVERY

a. terms and conditions

The Seller is required to meet the Buyer's orders up to the limit of its production capacities or those of its suppliers, or of its available stock, it being agreed that the Seller may make partial deliveries.

b. deadlines

Unless otherwise expressly agreed in writing between the Parties, the Seller's delivery deadlines are provided for reference only and the Buyer cannot take advantage of a delay to cancel the sale, refuse the Products or claim compensation.

In case of successive deliveries, any defects or shortages in one delivery have no impact on the other deliveries.

In case of impossibility to deliver within the imparted timeframe, the Seller shall retain the purchase order until effective delivery.

c. transfer of risks

The risks relating to the Products and in particular those inherent in their transportation are transferred to the Buyer upon material and physical coverage of the Products, which occurs when they are picked up from the Seller's factories or warehouses, for all sales, whatever their destination (national or international) and regardless of the terms and conditions of sale and for the payment of the transport costs.

However, for any sales which refer to Incoterms, the Incoterm rules applicable at the time of sale shall be applied.

The Buyer is required to take out an insurance policy against the risks during the sending of the Products, except if the Seller is in charge of the transport risks accordingly to the Incoterm rules.

The Buyer alone is responsible for the protection of its rights towards the carrier, by expressing any reservations within the time period and in the formats set out by the applicable regulations, according to applicable rules in the Italian Code.

The Seller disclaims all liability in case of any failure by the Buyer to comply with the storage, handling and transportation conditions specified on the Product packaging or, otherwise, on the Product safety sheets if they have been provided to the Buyer.

4. PRODUCT ACCEPTANCE

The Buyer is required to control the quantity, identity and quality of the Products upon delivery. Any apparent defect must be reported and recorded on the carrier's delivery ticket, countersigned by the carrier's representative and notice must then be served by the Buyer to the Seller by registered letter with acknowledgement of receipt.

In case of apparent defect(s) due to the transportation, the Buyer shall forthwith submit to the carrier any reservation, which shall be confirmed within a maximum period of three (3) business days from the delivery date, by registered letter with acknowledgment of receipt describing explicitly the nature of the defect.

In the event of undetected defect caused by the transportation, the Buyer shall notify the reservation to the carrier within a maximum period of three (3) business days from the delivery date, by registered letter with acknowledgment of receipt.

Any defect or damage which arises from any reason other than transportation shall be notified by the Buyer to the Seller within a maximum period of five (5) working days from the delivery date of the Products. Failure to notify any reservation makes the Buyer's claim unfounded.

The Buyer must notify to the Seller any defect which could not be detected upon delivery, by registered letter with acknowledgement of receipt within a maximum time period of thirty (30) calendar days of acceptance of the Product by the Buyer or the discovery of the defect in case of latent defects.

Should the Buyer have failed to control the quantity and quality of the Product or should it have used or sold the Product, the Seller cannot be held liable for any damages resulting from the Product's use.

Should the Product not comply with the technical specifications or in case of latent defects, the Seller, at its sole option, shall either replace or refund the defective Product, to the exclusion of any other compensation. The Buyer waives any rights to claim the Seller's liability.

No replacement or reimbursement, which is not motivated by non-compliance of the Product with the technical specifications or latent defects, shall be made without the express prior consent of the Seller.

The Seller shall not be liable for any non-compliant Products if the Buyer was aware of the non-compliance prior to delivery.

In accordance with the Seller's instruction, the Buyer shall return the defective Products at the Seller's expense (provided that the Buyer strictly complies with the Seller's instructions).

5. PRICE, TERMS AND CONDITIONS OF PAYMENT

a. price

Failing specific agreement to the contrary between the Parties, the Seller's prices are those applicable on the day of shipping. The prices are excluding all taxes.

No reduction, rebate or discount shall be granted to the Buyer except in case of prior specific agreement by the Parties.

b. terms and conditions of payment

Invoices are payable in full regardless of the method of recovery, by the due date specified on the acknowledgement of receipt of the order, in the billing currency, except in case of prior specific agreement by the Parties.

Failing specific written consent by the Seller, any delay in payment entails the application of penalties equal to three (3) times the Italian legal rate of interest applicable on the billing date.

These penalties are payable as of right, without reminder or prior formal notice, and are applied as of the day after the payment date given on the invoice.

Besides the penalties for delayed payment mentioned herein the Seller shall legally charge the Buyer, a forty (40) euros lump sum for recovery costs. The Seller may claim an additional compensation, upon presentation of relevant proof thereof, where the recovery costs exceed the amount of the lump sum.

In case of staggered payment, the non-payment of one single instalment shall entail the immediate payability of the full debt, without formal notice.

Whatever the case, any sums due for other deliveries, or for any other reason, shall become immediately payable and the Seller shall be entitled to demand payment prior to delivery.

6. RETENTION OF OWNERSHIP

The transfer of ownership of the sold Product is dependent on the Buyer's full payment of the price by the due date. The payment of the price refers to actual receipt of the principal price and its incidental charges.

In case of non-payment by the due date, the Seller may request the return of the Products, at the Buyer's expense, without prejudice to any claims for damages and interest for failure to pay all or part of the price.

7. WARRANTY

The Seller represents and warrants that:

- the Products are manufactured in accordance with the Italian laws and regulations applicable to the Products as well as the good manufacturing practices applicable on the production site;
- the Products comply with the technical specifications as indicated in the certificate of analysis;
- the chemical substances are or will be registered under the conditions set out in the Regulation (EC) N°1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

The Buyer remains solely liable for any damages resulting from the use of any sold Products and their consequences towards both the Seller and third parties and must personally ensure the fitness of the Products for their intended use.

The Seller's liability may under no circumstances be claimed for indirect damage, whether physical and/ or non-physical, including but not limited to the loss of profits, economic loss or damage to their image. In all other cases, Seller's liability shall be limited to the sale price of the Product acknowledged as being defective.

8. FORCE MAJEURE

Neither Party shall be held liable for the non-performance of or delay to fulfil their obligations if circumstances or events of force majeure, provided that the Party affected by the event of force majeure informs the other Party by registered letter with acknowledgement of receipt at the earliest convenience after the event occurring, indicating the possible duration of the event of force majeure.

The followings are contractually considered as equivalent to force majeure: any inevitable and overwhelming events, which could not be reasonably foreseen, including but not limited to accidents affecting production, storage of the Seller's Products, the total or partial stoppage of supplies, the carrier failing to deliver, fire, explosion, natural disasters, broken machinery, industrial conflicts, even partial (strikes, lock-outs...), government or administrative measures, acts of third parties, war.

Should a case of force majeure last longer than thirty (30) days from its written notice, either Party may terminate any order immediately, without payment of any compensation or any other damages.

9. DATA PROTECTION

The Parties agree that each Party will communicate personal data to the other (e.g for order processing, invoicing and delivery to the Buyer, etc). In this context, each Party will process the personal data it receives as a controller (i.e. determining the purposes of the processing as well as the means implemented to achieve these purposes).

Accordingly, each Party shall, with regards to its own respective processing activities for which it acts as a controller, comply with its own obligations under applicable data protection law (including but not limited to providing adequate information to the data subjects, obtaining, if relevant and necessary, the consent of data subjects and implementing adequate technical and organizational measures to ensure the confidentiality and integrity of the personal data).

10. CONFIDENTIALITY

The Buyer undertakes to protect and safeguard the confidentiality of any information or documentation of any kind which it may receive or have access to through the performance of the order or its contact with the Seller's services, this includes without this list being exhaustive, any quality or regulatory document disclosed by the Seller, its agents or any of its affiliates and information received by the Buyer during site audit.

The Buyer commits to ensuring its agents make the same commitments. This obligation of confidentiality shall apply for ten (10) years as from the effective date of the order.

11. PHARMACOVIGILANCE

In the event, the Products are active pharmaceutical ingredient also used for the manufacture of the Seller's and its affiliates' own finished product(s), the Buyer agrees to inform the Seller promptly, as soon as possible and no later than 3 business days depending on the nature of issue of any emerging safety issue (i.e. leading to changes in the known risk-benefit balance of the Product or respective finished product or impact on public health), regulatory inquiries, regulatory action, alert or crisis linked to the safety of the Product or the respective finished product that requires collaboration of the Parties to manage the situation and to protect public health. This includes without limitation regulatory actions, inquiries, expected or pending actions for safety reasons, restrictions to distribution as marketing authorization withdrawal or suspension, formulation changes for safety reasons, modification of the core safety data sheet or labelling for safety reasons, existence of counterfeits, etc.

12. TERMINATION

Any order may be rightfully terminated by either Party in case of failure by the other Party to fulfil any of its obligations, fifteen (15) days after the serving of official notice without effect, sent by registered letter with acknowledgement of receipt by the aggrieved Party to the defaulting Party, without prejudice to the aggrieved Party claiming damages and interest from the defaulting Party for any prejudice it may have suffered.

Without prejudice to any claims for damages and interest, the Seller may:

- demand the completion of the sale or consider the sale as being repudiated as of right should the Buyer, following the serving of official notice, not take delivery of the Products, any down-payments or payments in advance remaining the property of the Seller;

- consider the sale as being repudiated or suspend ongoing deliveries in case of non-payment by the due date.

In any case, the Products shall be returned at the Buyer's expense.

13. ETHICS AND ANTI-BRIBERY

The Buyer warrants, represents and undertakes that it will comply with the requirements of all applicable anti-bribery legislation both national and foreign including but not limited to the OECD Convention dated 17th December 1997 on combating bribery of public officials in international business, as well as the provisions of the U.K. "Anti Bribery Act" (2010) and the provisions of the U.S. "Foreign Corrupt Practices Act (1977)". The Buyer warrants, represents and undertakes in particular to refrain from giving, promising or offering, directly or indirectly, any advantage, whether financial or non-financial, to any public agent or any third party, in order to influence its actions or decisions.

14. JURISDICTION – APPLICABLE LAW

Failing to reach a mutual agreement, any litigation relating to the validity, implementation or interpretation of both these GTS and the specific terms of sale if applicable, shall fall under the exclusive jurisdiction of the Brindisi courts.

Italian law shall be applied, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated the 11th April 1980.