

## **GENERAL TERMS AND CONDITIONS OF SALE PENTAPHARM AG**

### **1. General**

1.1 These general terms and conditions of sale (“Conditions”) govern the offering, sale and delivery of goods and/or services (“Product(s)”) by Pentapharm AG (“Seller”) to any of its buyer (“Buyer”), unless explicitly agreed otherwise in writing between Seller and Buyer.

1.2 By contracting on the basis of the Conditions, Buyer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated.

1.3 Buyer irrevocably waives the applicability of its own general terms and conditions, irrespective of whether these are referred to in subsequent documents issued by Buyer (e.g. orders, etc). Failure by Seller to object to the terms and conditions set by Buyer shall in no event be construed as an acceptance of any of the terms and conditions of Buyer. Neither Seller’s commencement of performance nor Seller’s delivery shall be deemed as acceptance of any of Buyer’s terms and conditions. Any communication or conduct of Buyer which confirms an agreement for the delivery of Products by Seller, as well as acceptance by Buyer of any delivery of Products from Seller shall constitute an acceptance by Buyer of the Conditions.

1.4 The respective current and applicable version of the Conditions is available at <https://www.pentapharm.com>. Seller may unilaterally amend the Conditions at any time and with legally binding effect for Buyer and Seller.

1.5 Any electronic communication between Seller and Buyer shall be effective as originals and shall be considered to be in “writing” between the parties. The electronic communication system used by Seller will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

### **2. Quotations, Order and Confirmations**

2.1 Quotations, offers or alike made by Seller in whatever form (“Seller’s Quotation”) are not binding to Seller and merely constitute an invitation to Buyer to place an order. Seller’s Quotations are revocable and subject to change without notice.

Orders, offers, declarations of acceptance of Seller’s Quotation or alike by Buyer, made in whatever form (“Buyer’s Order”) are binding for the Buyer for 60 (sixty) days from the time Seller receives it.

Buyer’s Order is not binding for Seller until accepted by Seller in writing. Seller shall neither be obligated to accept Buyer’s Order nor to indicate the reasons for its decision to accept or reject. With Seller’s acceptance/confirmation of Buyer’s Order the parties have concluded a contract with legally binding effect for both parties (“Confirmed

Order”). Such Confirmed Order may be modified only upon mutual written agreement of Seller and Buyer.

If the terms of these Conditions are in inconsistency with the terms of the Confirmed Order, the terms of the Confirmed Order prevail, unless expressly stated otherwise in these Conditions.

2.2 Each Confirmed Order shall stand as a separate transaction and any failure of Seller to fulfil the Confirmed Order shall have no consequences for other Confirmed Orders or agreements with Buyer.

2.3 Except as provided for in Article 6.3, any samples supplied to Buyer are solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose. Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Products.

### **3.Prices**

3.1 Prices and currencies of Seller’s Products are as set out in the Confirmed Order. Seller’s prices include (only) standard packaging and do not include value added tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the sale of Products to Buyer shall be for Buyer’s account and shall either be added to each invoice or separately invoiced by Seller to Buyer at Seller’s discretion. If Seller grants a discount, this discount only relates to the sale of the respective Product(s) as specifically mentioned in the Confirmed Order.

3.2 The prices are based on the material, production, personnel and other operation costs in effect at the time the Confirmed Order is concluded. Any increases in these costs during the service/delivery period shall entitle Seller to raise prices accordingly with legally binding effect for all sale of Product(s) still to be delivered.

3.3 The prices contained in Seller’s Quotation and/or the Confirmed Order that are based on estimated or projected quantities are subject to increase if actual quantities purchased during the specified period as agreed in the Confirmed Order are less than the estimated or projected quantities contained in Seller’s Quotation and/or the Confirmed Order.

### **4. Payment**

4.1 Payment shall be received by Seller within 30 (thirty) days following the date of Seller’s invoice. All payments shall be made without any deduction on account of any Taxes. Buyer has no right of set off or to withhold payment, except for claims which have become effective in law and are recognized by Seller in writing.

4.2 If the payment term is not met, Buyer gets into default without formal notice. In case of default by Buyer, Seller may refuse performance under any Confirmed Order without any liability towards Buyer, withdraw from the respective or any other Confirmed Order or agreement concluded with Buyer and claim compensation for the damages arising from the non-performance of Buyer. Further, Seller may charge default interest on any overdue payment at the rate of twelve percent (12%) per annum or, at Seller's discretion, the highest rate allowed by the law of the Buyer's place of business until all outstanding amounts are paid in full. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall also be for Buyer's account. Any pending payments owed by Buyer under other Confirmed Orders become immediately due.

4.3 Every payment by Buyer shall first serve to pay the judicial and extra-judicial costs and the accrued interest and shall afterwards be deducted from the oldest outstanding claim regardless of any advice to the contrary from Buyer.

4.4 Any complaint with respect to the invoice must be notified to Seller in writing within 20 (twenty) days after the date of invoice. Thereafter, Buyer shall be deemed to have approved the invoice.

## **5. Delivery**

5.1 The Products shall be delivered to Buyer EXW (Seller's warehouse), Incoterms 2020.

5.2 Any times or dates for delivery by Seller are estimates only and shall not be legally binding for Seller. Seller is entitled to deliver the Products in parts and to invoice separately. In no event shall Seller be liable for any damages and/or costs due to late delivery. Delay in delivery of any Products shall not relieve Buyer of its obligation to accept delivery thereof and fulfil the Confirmed Order. If Seller is unable to serve total demand for the Products, Seller may, at its sole discretion, allocate the available quantity of the Products as it deems most fair in making partial shipments or shipment cancellation, and may give preference to the earliest commitments.

5.3 Buyer shall accept delivery of the Products at the delivery date indicated by Seller at the agreed delivery address. If Buyer fails to accept delivery of the Products Seller may, at its sole discretion, at Buyer's risk of loss of or damages to the Products and at Buyer's costs, store itself or entrust a third party with the storage and/or the return of the Products.

5.4 When Products are delivered in Seller owned returnable packaging, as indicated by Seller (such as stainless-steel tanks), Buyer shall send such returnable packaging back to Seller carriage free at the latest ninety (90) days after the initial delivery date. Seller

shall have the right to impose penalties on Buyer for any late return of such packaging, up to its full value, if it is not sent back within one hundred twenty (120) days after the initial delivery date. Such penalties shall be in addition to any other legal claim Seller may have against Buyer (e.g. compensation for damages).

## **6. Inspection, Conformity to Specification and Notification of Defects**

6.1 On delivery and during the handling, use, commingling, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products (the “Use”), Buyer shall examine the Products and satisfy itself that the Products delivered meet the agreed specifications for the Products as stated in the Confirmed Order or, in the absence of agreed specifications, to the most recent specifications used by Seller at the time of delivery of the Products (“Specifications”).

6.2 Complaints about the Products not meeting the Specifications shall be made by email to [Complaints@pentapharm.com](mailto:Complaints@pentapharm.com) and must reach Seller not later than 7 (seven) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and 7 (seven) days from the date on which any other claim (e.g. hidden defects) was or ought to have been apparent, but in no event later than (i) 6 (six) months from the date of delivery of the Products or (ii) the expiry of the Products’ shelf-life, whichever is the earlier. Failing such complaints, the Products are deemed accepted by Buyer and all warranty rights of Buyer, if any, cease to exist (see Article 8.1). At Seller’s choice, a sample shall immediately be sent to Seller, or Seller shall be granted access to the Products for which a claim is made. Any Use of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and a waiver of all claims in respect of the Products. In case of Buyer’s acceptance of the Products, in whatever form, Seller’s warranty, if any, ceases to exist, even if the defects will be discovered later.

6.3 A determination of whether or not delivered Products conform to the Specifications shall be done solely by Seller analysing the samples or records retained by Seller and those taken from the batches in which the Products were produced in accordance with the methods of analysis used by Seller.

6.4 Defects affecting a portion of the Products do not entitle Buyer to reject the entire delivery of the Products. Complaints, if any, do not affect Buyer’s obligation to pay as defined in Article 4. Upon receipt of a complaint, Seller is entitled to suspend all further deliveries under the respective Confirmed Order or any other Confirmed Order until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured. Buyer may not send the Products back to Seller unless authorised in advance. Claims do not discharge Buyer from its obligation to (i) properly document its claim and (ii) mitigate any loss.

## **7. Risk and Transfer of Property**

7.1 Risk of the Products shall pass to Buyer in accordance with the applicable Incoterms (see Article 5.1).

7.2 Title to the Products shall not pass to Buyer and full legal and beneficial ownership of the Products shall remain with Seller until Seller has received payment in full for the Products, including costs such as interest, charges, expenses etc. Seller is entitled to register this retention of title in the corresponding registries. Buyer is, upon Seller's request, obligated to assist Seller in the process of registration.

7.3 For Products for which delivery is suspended pending payment by Buyer, as well as Products of which delivery is wrongfully rejected or not accepted by Buyer, Seller may, at its sole discretion, at Buyer's risk of loss of or damages to the Products and at Buyer's costs, store itself or entrust a third party with the storage and/or the return of the Products.

7.4 In the event of termination on the basis of Article 13 Seller shall, without prejudice to any other rights of Seller, be entitled to require immediate return of the Products, and/or to repossess the Products, for which it may invoke a retention of title.

7.5 Until payment for the Products has been completed in full, Buyer is entitled to use the Products solely to the extent required in its ordinary course of business, and, to the extent possible, it shall: (i) keep the Products separate and in a clearly identifiable manner; (ii) notify Seller immediately of any claims by third parties which may affect the Products; and (iii) adequately insure the Products. Further, Buyer may not resell the Products to any third party.

## **8. Limited Warranty and Limited Liability**

8.1 Seller solely warrants that on the date of delivery the Products shall conform to the Specifications. If and to the extent Products are in breach with such warranty, as determined in accordance with Article 6, Seller may at its discretion, within a reasonable time, either repair or replace the Products at no charge to Buyer or issue a credit for any such Products in the amount of the price Buyer has paid to Seller for the respective Products or a percentage thereof. Any other warranty rights, e.g. rescission of the Confirmed Order or compensation of any damages is expressly excluded.

8.2 Seller's warranty obligations shall be contingent upon Buyer having completely fulfilled its contractual obligations and complied with all inspection requirements as set out in Article 6 and, if applicable, the return of the Products, in accordance with Article 6.

8.3 The foregoing warranty is exclusive and in lieu of all other warranties (against defects as well as with regard to third-party rights), representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Products.

8.4 The provisions under this Article 8 apply to all claims for delivery of defective Products, irrespective of the legal basis on which the claim is based.

8.5 Within the limits of the mandatory laws and subject to further limitations in these Conditions, Seller's liability towards Buyer is limited to cases of intent and gross negligence. In any case, Seller's liability is limited to the value of the Products on which the Buyer's claim is based and excluded for auxiliary persons.

## **9. Force Majeure**

9.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws and regulations, administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic or pandemic and/or any resulting government actions impacting production, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

9.2 Upon the occurrence of any event of Force Majeure, the agreed delivery timelines shall be extended by the duration of the disruption and its effects and the party suffering from the Force Majeure shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Confirmed Order. In case Seller is affected by Force Majeure and Buyer has been informed thereof, Seller is at any time entitled to withdraw from the Confirmed Order without indemnification to the Buyer. In the event that the delay in delivery is prolonged by at least 3 months beyond the original delivery date and the Buyer can no longer in good faith be expected to accept the delivery, the Buyer is entitled to withdraw from the Confirmed Order in part or in whole without indemnification to Seller.

## **10. Information**

10.1 Buyer must solely rely on its own expertise, knowhow and judgment in relation to the Products and Buyer's Use thereof as well as in Buyer's application of any information obtained from Seller for the purposes intended by Buyer. Consultation



provided by Seller shall not give rise to any additional obligations. Any information provided by Seller, including without limitation any documents enclosed with Seller's Quotation, and details and information provided with regard to the suitability and Use of the Products shall not be binding and Seller does not assume any liability based on such consultations and alike. Any data provided by Seller in any certificate and/or datasheet, such as but not limited to safety datasheet, technical datasheet and information on allergens, are the result of internal verification based on Seller methodologies, are accurate to the best of Seller's knowledge at the date of the certificate or datasheet and are given for information purposes only. No warranty is expressed or implied as to the quality, accuracy, completeness and compliance of the data or the results to be obtained from the use of such data by Buyer.

10.2 Buyer shall indemnify and hold Seller harmless from and against any and all damages, losses, costs, expenses, claims, demands and liabilities (including without limitation product liabilities) arising out of or in connection with the Products and Buyer's Use thereof or application of any information disclosed or provided by or on behalf of Seller.

## **11. Compliance with Laws and Standards**

11.1 Each party acknowledges that it shall comply with any applicable requirements or limitations under any applicable law, statute ordinance, rule, code or standard, including, but not limited to, all applicable regulations relating to (i) anti-bribery and anticorruption, (ii) international trade such as, but not limited to, embargos, import and export control and sanctioned party lists, and (iii) data privacy and data security ("Laws and Standards").

11.2 Buyer expressly warrants that employees, agents and subcontractor of the Buyer shall not directly or indirectly (i) accept, promise, offer or provide any improper advantage to and from any third party or (ii) enter into an agreement (a) with any entity or person - including officials of a government or a government-controlled entity -, or (b) relating to a product, which would constitute an offence or infringement of applicable Laws and Standards.

11.3 Buyer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended Use of the Products; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

## **12. Assignment and Change of Control**

12.1 Neither party may assign any of the rights or obligations under the Confirmed Order without the prior written consent of the other party, except that Seller may assign such rights and obligations to any of its affiliated companies as well as to a third party acquiring all or a substantial part of its assets or business relating to the Products.

12.2 Seller shall have the right to terminate the Confirmed Order with immediate effect if at any time during the term of the Confirmed Order a person or group of persons, who are unrelated to the persons controlling Buyer as of the date of the Confirmed Order, acquires control, through ownership of voting securities or otherwise, over Buyer. Buyer must notify Seller of such acquisition within 10 (ten) days thereof in writing. Seller may exercise its right to terminate the Confirmed Order by giving Buyer written notice within 10 (ten) days after the date of receipt of such notice.

### **13. Suspension and Termination**

13.1 If (i) Buyer is in default of performance of its obligations towards Seller and fails to provide adequate assurance of Buyer's performance before the date of scheduled delivery; or (ii) if Seller has reasonable doubts with respect to Buyer's performance of its obligations and Buyer fails to provide to Seller adequate assurance of Buyer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or (iii) if Buyer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (other than for the purpose of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Buyer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Buyer or if Buyer enters into a deed of arrangement or makes any assignment for the benefit of its creditors; or (iv) in case of non-compliance of Buyer with Laws and Standards, then Seller may by notice in writing forthwith, without prejudice to any of its other rights: (i) demand return and take repossession of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of Buyer; and/or (ii) suspend its performance or terminate the Confirmed Order for pending delivery of Products without any indemnification to Buyer, unless Buyer makes such payment for Products on a cash in advance basis or provides – at Seller's discretion – adequate assurance of such payment for Products to Seller.

13.2 In any such event of Article 13.1 all outstanding claims of Seller against Buyer shall become due and payable immediately with respect to the Products delivered to Buyer and not repossessed by Seller. Any rights contained in this Article 13 shall be in addition to any other rights Seller may have against Buyer.

### **14. Waiver**

Failure, delay or omission by Seller to enforce at any time any provision of the Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such provision. No waiver by Seller of any breach of Buyer's obligations shall constitute a waiver of any other prior or subsequent breach.



## **15. Severability**

In the event that any provision of the Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity and enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to meet the legal and economic intent of the original provisions to the maximum extent permitted by law.

## **16. Governing Law and Jurisdiction**

16.1 These Conditions and any Confirmed Order shall be construed and interpreted in accordance with and governed by the substantive Swiss laws. The U.N. Sales Convention does not apply.

16.2 Any dispute, controversy or claims arising under, out of or relating to these Conditions or any Confirmed Order shall be settled amicably between the parties. If no amicable settlement can be reached, both parties hereby expressly submit to the exclusive jurisdiction of the courts at the domicile/seat of the Seller.

## **17. Independent Parties**

Seller and Buyer are independent parties, and the relationship created hereby shall not be deemed to be that of principal and agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.

## **18. Survival of Rights**

The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The parties shall ensure that their directors,

officers, employees, agents and legal representatives comply with these Conditions. Termination of one or more of the parties' rights and obligations, for whatever reason, shall not affect those provisions of the Conditions which are intended to remain in effect after such termination.

## **19. Heading**

The headings contained in the Conditions are included for mere convenience of reference and shall not affect the latter's construction or interpretation.

## **20. Intellectual Property**

20.1 All intellectual property rights arising out of or in connection with the Products shall be the exclusive property of Seller.

20.2 Subject to any mandatory laws stating otherwise, Seller does not give any warranty that no third -party rights relating to the Products existed or were breached at the time the Confirmed Order was concluded or were going to be infringed as a consequence of the sale and/or delivery of the Products and Seller shall not be held liable for any loss or damage in that respect.

20.3 Buyer acknowledges and agrees that Seller is the exclusive owner or licensee, as the case may be, of all intellectual property rights applied to the Products. Nothing in these Conditions shall affect the intellectual property rights owned by or licensed to Seller. The sale of Products shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products and/or the Product itself, and Buyer explicitly assumes all risks of any intellectual property infringement by reason of its importation and/or the Use of the Products, whether singly or in combination with other materials or in any processing operation.

20.4 Buyer shall not disclose, resell or otherwise make available Seller's formulae, original creations, technologies, Products, samples and proprietary information to any third party, or make use of them for any purpose other than as agreed with Seller. Buyer undertakes furthermore not to analyse, reverse engineer, match or counterfeit (in any case, either by itself or through another person) the Products for its own account or for the account of any third party and not to use in its products similar goods from third parties which are the result of analysing, reverse engineering, matching or counterfeiting the Products.

## **21. Confidentiality**

Any and all information provided by or on behalf of Seller and/or any of its affiliated companies shall be treated as confidential, shall only be used by Buyer for the purpose as agreed with Seller. Any use shall not go beyond what is necessary for the respective purpose, e.g. disclosing confidential information is only allowed to any of Buyer's employees or a third party on a strict need-to-know basis and provided they are bound by similar confidentiality obligations, except in case Buyer is required to disclose the confidential information by virtue of a court order or statutory duty, in such event the Buyer shall immediately inform Seller in writing and if possible prior to making any such disclosure, and reasonably cooperate with Seller should it seek to obtain a protective order. Furthermore, Buyer shall use reasonable efforts to seek confidential treatment of such information. Buyer shall upon Seller's demand promptly return to Seller all such confidential information. Buyer shall not retain a copy thereof. Buyer shall treat the existence of the relationship as confidential. Without limiting the confidentiality obligations contained herein, Buyer and/or its employees will additionally sign a confidentiality agreement with Seller upon Seller's request.

## **22. Language**

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

26 August 2025