

GENERAL CONDITIONS OF PURCHASE FOR THE SUPPLY OF GOODS OR SERVICES TO CHIESI PHARMACEUTICALS GMBH

1. Scope of the General Conditions of Purchase

1.1 These general conditions of purchase (hereinafter, the "General Conditions of Purchase") set forth the terms under which Chiesi Pharmaceuticals GmbH (hereinafter "Chiesi") purchases tangible and intangible assets or the supply of Services (meaning "supply of Services" also all the contracts for works and services, including intellectual and consultancy services) from the Supplier, on the basis of a written Purchase Order or similar, that expressly refers to these General Conditions of Purchase or if these General Terms and Conditions of Purchase have been accepted by the Supplier (such as through Chiesi E-Vendor Portal).

1.2 These General Conditions of Purchase completely replace all the previous General Conditions.

1.3 These General Conditions of Purchase do not imply any exclusive obligation on Chiesi, nor any purchase obligation for Chiesi of minimum quantities of Goods and/or of the assignment of minimum quantities of Services, unless otherwise expressly provided for in the Purchase Order.

1.4 Chiesi reserves the right to change these General Terms and Conditions of Purchase at any time without prior notice. However, the changes apply only to new orders if these changes have been communicated by Chiesi to the supplier in writing and do not affect orders placed before the change was communicated.

2. Definitions

2.1 The term **Goods** shall mean those indicated in the Purchase Order from Chiesi or the Technical Documentation (if present). The term **Services** shall mean those described in the Purchase Order from Chiesi and/or in the Technical Documentation (if any).

The term **Purchase Order** shall mean the Order, submitted by Chiesi to the Supplier electronically or in hard copy for signature, which details the required Goods and/or Services, Technical Documentation and the agreed commercial conditions.

The term **Supplier's Offer** shall mean the offer sent by the Supplier to Chiesi for the purchase of Goods or for the supply of Services.

The term **Supplier's Offer accepted by Chiesi** shall mean the offer sent by the Supplier to Chiesi, after being discussed and accepted by Chiesi and mentioned in the Purchase Order.

The term **Chiesi** shall mean Chiesi Pharmaceuticals GmbH or other companies of the Chiesi Group expressly indicated in the Purchase Order, which places an Order to purchase Goods or obtain Services from the Supplier.

The term **Supplier** shall mean the company that provides the Goods and/or Services. The term **Technical Documentation** shall mean any technical specification, drawing, graphic representation or project to which the Goods or Services must comply, issued by Chiesi, by the Supplier or by Third Parties and mentioned in the Purchase Order.

3. Contractual Documents and Priority Order

3.1 The contractual relationship is formed when the Supplier accepts Chiesi's Purchase Order in expressed form or through a material act of the Supplier. The Supplier's Offer may be sent by mail, e-mail (even if not certified), or by other electronic means. Chiesi reserves the right to send the Purchase Order with the same modalities.

3.2 In the event of a conflict between the Purchase Order, the Supplier's Offer accepted by Chiesi and the Technical Documentation (where present), the Purchase Order shall prevail over the other documents.

3.3 These General Conditions of Purchase replace and prevail in any case on the Supplier's General Terms of Sale, as well as on any other conditions placed by the Supplier in any contractual document, even if prior to these Conditions, which has not been expressly accepted by Chiesi by way of derogation from these General Conditions of Purchase.

3.4 In the event that Chiesi and the Supplier have entered into any form of contract, framework agreement, or other type of double signature agreement, the specifically agreed clauses, which may conflict with what is contained in these General Conditions of Purchase, shall prevail over the same General Conditions of Purchase.

3.5 The methods and timing for the execution of the Services contemplated in the Technical Documentation, including the Quality Agreement and the Service Level Agreement, where provided, are to be considered binding for the Supplier.

3.6 **In the invoices, in the transport documents and related correspondence, all the references and the Chiesi Purchase Order number must always be indicated.** The invoices must

be sent to the Chiesi electronically, by e-mail to inc_invoice_cee@chiesi.com, or to another specific e-mail address indicated in the Purchase Order and will be paid only after the inspection of the Goods and/or Services and the verification of the correct execution of the contractual services rendered, also through the verification of the work.

3.7 Unless expressly agreed otherwise by contract, the payment period is 30 days from receipt of the invoice.

4. Technical specifications and compliance with procedures

4.1 The Supplier undertakes to provide the Goods or Services, in strict compliance with the quality and technical specifications detailed in the Purchase Order and in the Technical Documentation (where present), or with the technical, safety and environmental standards, both national and European, which are in any case mandatory (including the standards for CE marking where applicable).

4.2 The Supplier shall comply with the provisions of law and regulations in force in the country in which the Goods are produced and in the country in which they are delivered, or in which the Services are provided, with reference to all the rules on manufacture, wrapping, packaging, safety, consumer protection, respect for the environment, delivery of the Goods and provision of Services. The Supplier shall also be in possession of all authorizations, licenses and ratings required by applicable law to produce and/or provide the Goods or Services. All Goods consisting of machines, systems, tools or equipment shall be provided with a guarantee of good operation, for no less than 24 months.

4.3 The Supplier undertakes to deliver to Chiesi, together with the ordered Good, all the technical documentation including any type of conformity certification provided for the type of Good. Except as otherwise indicated in the Purchase Order and in any Technical Documentation, the Goods shall be produced in accordance with the relevant technical specifications or latest standards, it being understood that in case of any changes to the technical specifications or standard procedures, the Supplier must inform Chiesi before the delivery of the Goods, and Chiesi may, at its sole discretion, confirm the purchase or freely withdraw, without further costs, expenses or obligations of any kind, without prejudice for damage compensation.

4.4 The Supplier cannot assign or sub-contract, even partially, the supply of the Goods and/or the execution of the Services to third parties without the prior written consent from Chiesi. In the case of an authorized subcontracting, the effectiveness of the authorization is subject to the exact fulfillment by the Supplier of all the health and safety labor regulations, the payment of workers' social security by the subcontractors, and any other applicable law, as well as the presentation, by the subcontractor, of all the documentation required by current regulations, including social security and accident prevention. The Supplier will in all cases be liable to Chiesi for the activities carried out by the subcontractor.

5. Variations

5.1 Throughout the entire duration of the Purchase Order, the Supplier undertakes to make all the changes necessary to comply with mandatory laws and/or regulations that have occurred in the meantime. These changes will remain the exclusive responsibility of the Supplier.

5.2 If, on the other hand, Chiesi deems it necessary to request changes with respect to the original provisions of the Contract and/or Purchase Order, Chiesi will submit an express written request to the Supplier, which will undertake to provide its best offer. These additional activities may be carried out only after a specific written agreement between the parties has been achieved.

6. Intellectual Property and Confidentiality Obligation

6.1 The Supplier guarantees that, to the best of its knowledge, the purchase, use and/or resale of the Goods or the provision of the Services to Chiesi does not infringe any third-party intellectual property rights.

6.2 Except as hereinafter provided, the Supplier acknowledges that Chiesi is the owner of the Technical Documentation (if present) and of the result of the activity carried out by the Supplier accepted by Chiesi, and that Chiesi itself is the exclusive owner of any commercial, technical, financial and economic information concerning its products or activities, of which the same Supplier may have become aware during the execution of the contractual relationship, or in any case in connection with the same.

6.3 The Supplier undertakes to keep confidential and not to disclose in any way the aforementioned information, as well as the documents mentioned above, and not to use them for its own benefit or to use them, directly or indirectly, to derive economic profit for itself or for third parties. This obligation of confidentiality on the part of the Supplier will be valid until such information and documents become of public domain unless such a breach is due to any willful or negligent behavior from the Supplier. Unless otherwise provided in writing, all information communicated to the Supplier shall be considered confidential.

7. Packing, transport and transfer of ownership (where applicable)

7.1 The Supplier will transport the Goods to the addresses

provided by Chiesi according to Incoterms 2010 indicated in the Purchase Order. Unless otherwise provided, the transport costs shall be borne by the Supplier.

7.2 The Supplier will bear the risks of possible damage or loss of the Goods during transport, and in any case until the delivery thereof. The ownership of the Goods will pass to Chiesi at the time of delivery, while for the Goods subject to testing, at the positive outcome of the same.

7.3 Goods must be packed in such a way as to be clearly identifiable. The packaging shall be appropriate to the type of goods. In the event of dangerous goods, transport must be carried out in compliance with the applicable legislation.

8. Delivery of Goods and Execution of Services

8.1 The Supplier will deliver the Goods and perform the Services within the time specified in the Purchase Order. The Supplier acknowledges and accepts that timeliness in the delivery of the Goods and in the execution of the Services is of fundamental importance, and that therefore the delivery times must be strictly respected.

8.2 Where delivery is made before the scheduled date, Chiesi reserves the right to accept or to return the Goods at the expense of the Supplier.

8.3 For the reporting of any faults and defects, the term of 30 (thirty) days from the discovery is established.

8.4. In any case, Chiesi will have the right to refuse the delivered Goods or Services provided which do not comply with the Purchase Order and the Technical Documentation (if any).

8.5 In the event of delivery of non-compliant Goods or Services, Chiesi may, at its convenience, either (i) return the non-compliant goods to the Supplier at the risk and expense of the Supplier or (ii) request that the Supplier withdraw, at its own risk and cost, the non-compliant Goods; or (iii) request that the Supplier provide the non-compliant Services again without charge to Chiesi. All without prejudice to any other rights of Chiesi, including compensation for any further damages and termination of the contractual relationship.

8.6 The Supplier, which is exclusively responsible for the direction, control and supervision of its personnel, must ensure that the Services are carried out in a professional manner.

8.7 The Supplier declares, under its own responsibility, to have fulfilled and to comply with any and all obligations of contributory, welfare and social security nature in relation to the personnel employed for the purpose of providing the Goods or Services and in this sense exempts Chiesi of any responsibility in this regard.

8.8 The Supplier is fully responsible for the safety of its personnel employed (and any subcontractors appointed in compliance with the provisions of these General Conditions of Purchase) in the performance of its duties, as established by applicable legal provisions as well as the applicable safety regulations in the country in which the Services are carried out.

8.9 Should the Supplier need to carry out activities at Chiesi premises, the Supplier undertakes to comply with all the Safety procedures that will be provided by Chiesi.

8.10 Chiesi reserves the right at any time to request the Supplier to replace personnel deemed unfit to perform the activities in compliance with the quality standards defined and agreed between the Parties for the specific Good or Services provided.

9. Insurance

9.1 The Supplier is responsible for the safety of its employees and/or collaborators and/or subcontractors in carrying out their activities and is liable for all the damages they may suffer during the execution of their work.

9.2 The Supplier also declares to have stipulated adequate insurance coverage for its liability relating to any damage to property or persons adequate, in terms of object and limits, to the specific content of the Services or Goods agreed with Chiesi. The Supplier shall also renew the policies during the contractual relationship. A copy of this policy and its renewals may be verified by Chiesi on request.

10. Right to audit

10.1 Chiesi, with adequate notice, reserves the right to carry out, and the Supplier undertakes to consent to, inspections and audits at the Supplier's offices and premises used, to verify the production processes, quality systems, and any other data that may affect the correct and timely execution of the contractual services.

10.2 All information acquired during the aforementioned inspections and audits will be governed by clause no. 6 "Intellectual Property and Confidentiality Obligation" of these General Conditions of Purchase.

11. Force Majeure

11.1 The parties shall not be liable, or deemed to be in default, for the failure or delayed fulfilment of any of the obligations under these General Conditions of Purchase and/or the Orders, due to circumstances beyond the reasonable control of either party, such as national strikes, blockages, explosion, fires, floods, earthquakes or other natural disasters.

11.2 In case of delays due to Force Majeure, the Supplier will send a written notice to Chiesi with an estimate, as precise as possible, about the duration of the effects of Force Majeure conditions. However, since during the persistence of conditions of Force Majeure, Chiesi will not have the possibility to take advantage of Services or Goods, Chiesi reserves the right to terminate with immediate effect the obligations to purchase with the Supplier and to purchase the Services or the Goods from a third party.

12. Withdrawal, Suspension and Termination

12.1 Chiesi has the right to withdraw from the contractual relationship, at any time and for any reason after sending written communication, with at least 15 (fifteen) days' notice, declaring the Chiesi's intention to exercise this right. In this case, Chiesi will be required to pay only what is due in relation to the activities already carried out by the Supplier at the time of withdrawal. Both Parties will have the right to terminate the contractual relationship if one of the Party is subject to any type of bankruptcy or liquidation, or in the case in which some or all of its assets are subject to divestiture in favor of creditors.

12.2 The waiver of Chiesi to assert its claims in case of violation by the Supplier of these General Conditions of Purchase or the conditions provided in the Purchase Order and/or in the Technical Documentation (if present) shall not be considered as a renunciation also in the event of further violations of the terms and conditions set forth in the aforementioned documents or of other provisions.

12.3 In case of the total or partial non-fulfilment of the obligations envisaged by the Purchase Order and/ or these General Conditions of Purchase Chiesi shall have the right to terminate the contractual relationship, by mere declaration without setting further grace period; the right of Chiesi to obtain compensation for any and all damages deriving from the non-fulfilment, or the inexact fulfilment, of the Supplier remains in place.

13. Default interest

13.1 In the event of the application of default interest, due to late payment without justified reason, the rate to be applied may not exceed 3% per annum.

14. Assignment of credit and contract

14.1 The Supplier undertakes not to assign to third parties the credits deriving from the supply of Goods and/or performance of Services.

14.2 The Supplier undertakes not to assign any future Purchase Orders with Chiesi to third parties.

15. Processing of personal data

15.1 The parties, as independent Data Controllers, consent to the processing of their data communicated for the execution of Purchase Orders in full compliance with Regulation 2016/679 of the European Parliament and of the Council and subsequent national provisions integrating the Regulation (hereinafter the "Privacy Law"), and mutually guarantee the following:

- (i) the identification and tax data of the parties or persons acting on their behalf, as well as other information such as direct debits and details of current bank accounts, are collected, recorded, reordered, stored, used for the purposes for the stipulation and execution of Purchase Orders and legal obligations;
- (ii) the communication of the aforesaid data can be communicated to subjects in charge of making payments and receipts, as well as to those charged with auditing the financial statements and to the public authorities, supervisory authorities and/ or administrations for the fulfilment of the law. In addition, the data may be processed by the data processors or processors appointed by the Parties as part of the functions responsible for fulfilling the Purchase Orders;
- (iii) each party shall promptly inform the other party of any request from third parties wishing to exercise the rights related to the protection of their data or about any request by the Supervisory Authority in relation to Purchase Orders;
- (iv) the data will be stored by the Parties and/or by the appointed data processors in their respective registered offices for the time prescribed by civil and fiscal regulations. Where there is no legal obligation to retain the data, it will coincide with the duration of Purchase Orders. Upon expiry of the retention period, the data shall be deleted or, at the request of one of the Parties, returned safely to said Party.

15.2 Except as specified in Article 15.1, the Parties declare and acknowledge that, in relation to the execution of the Services, there will be no transfer of personal data such that a Party is required, pursuant to the Privacy Law, to act as data processor of the other Party.

15.3 For questions about the collection, processing, or use of your personal data as well as requests concerning your data protection rights please contact our legal and compliance department: dataprotection.cee@chiesi.com.

16. Regulatory Compliance

16.1 The Supplier guarantees that the activities referred to in the Purchase Orders will be carried out in full compliance with the current laws and regulations.

17. Compliance with anti-corruption legislation and related obligations

17.1 The Supplier declares to know and undertakes to comply with any anti-bribery law and Chiesi Anti-bribery Policy (copy of that can be consulted and downloaded at the following Chiesi internet address: <https://www.chiesi.com/en/corporate-citizenship/ethics-and-transparency/>).

17.2 The Supplier in performing the Services shall not:

- give or promise money, commissions, compensation or other benefits, including gifts, entertainments or any kind of benefit, even if non-material (unless they can be considered as low value courtesy benefits), in favor of public officers, third parties, Chiesi legal representatives, directors, employees (or whoever acts on behalf of Chiesi), in violation of any applicable anti-bribery law and beyond the limits provided for within Chiesi Anti-bribery Policy;
- directly enter into individual agreements with Chiesi legal representatives, directors and/or employees.

17.3 The Supplier shall promptly communicate, in any case, to Chiesi's compliance function to the following e-mail address: compliance.cee@chiesi.com

(i) any request or donation or promise of what has been reported under Article

18.2 subparagraph (i) above, irrespective of any assessment on the compliance of such activity with the provisions of Chiesi Anti-bribery Policy;

(ii) any investigation, administrative suit, law suit or other procedure involving the Supplier in relation to corruption, bribery or any other harmful act to the public treasury.

17.4 The Parties acknowledge that any material breach of the provisions of this Article, or part thereof, represents a significant breach of this Agreement. Should Chiesi receive any information or notice about facts or legal proceedings which reasonably imply a material breach of this Article 18, or part thereof, Chiesi may, without prejudice of any other available rights and remedies, suspend the execution of or terminate this Agreement forthwith.

18. Code of Interdependence

18.1 In order to fully integrate sustainability principles in its business, Chiesi has achieved the B-Corp certification. By virtue of this commitment, Chiesi has developed a Code of Interdependence (that can be consulted and downloaded at the following link: <https://www.chiesi.com/en/global-value-chain/sustainability-of-our-supply-chain/>) with the aim of identifying ethical standards that Chiesi and its suppliers commit to applying to their business. The Company, by executing this Agreement, undertakes to inspire its activities to the principles highlighted in the Code of Interdependence and to cooperate with Chiesi in achieving the sustainability goals therein described.

19. Final Provisions

19.1 If any of the provisions of these General Conditions of Purchase be or become illegitimate, invalid or ineffective, the validity of the remaining provisions shall not be affected.

19.2 To the individual contracts as well as to these General Terms and Conditions of Purchase exclusively Austrian law is applicable under the exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

19.3 Exclusive place of jurisdiction for any disputes arising out of or in connection with individual contracts as well as these General Conditions of Purchase shall be the Commercial Court of Vienna, Austria.

CHIESI PHARMACEUTICALS GMBH Gonzagagasse 16/16, 1010 Wien (AT) – UID ATU 37094005; Company Register No.: FN 82710h, Commercial Court: Handelsgericht Wien, E-Mail: info.at@chiesi.com

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