



# GENERAL CONDITIONS OF PURCHASE

## GENERAL

These General Conditions of Purchase (the “Conditions”) are an integrated part of the Purchase Order (the “Purchase Order”) between Missionpharma Group (Missionpharma A/S & Missionpharma Logistic, India) (“Missionpharma”) and the supplier (the “Supplier”) and shall, unless otherwise expressly agreed upon, take precedence over any conditions of the supplier.

Changes, instructions, notifications, agreements, authorizations, approvals, acknowledgments, waivers etc. shall be in writing. All communication in connection with the Purchase Order shall be in English.

## SCOPE OF SUPPLY

The scope of the supply (the “Supply”) is described in the Purchase Order.

## PRICE

The price stated in the Purchase Order (the “Price”) shall constitute full payment for the supply including costs, taxes, duties, fees and charges.

## SHELF LIFE

All products must be of fresh production and shelf life must be according to stability data, unless otherwise accepted by Missionpharma’s Quality department. A minimum shelf life of 95% of the total shelf life is acceptable at delivery. If a product has a total shelf life of less than 2 years this must be clearly stated in the order confirmation. Any deviations from above must be approved in writing by Missionpharma.

## QUALITY

All pharmaceutical products must be manufactured at a manufacturing site fully compliant with WHO cGMP standards. Unless otherwise agreed, all pharmaceutical products must comply with specific standards as laid down in the latest edition of BP, USP or other internationally leading pharmacopoeia. Labels should be in accordance to the pharmacopoeia and all information on the labels should be the same as mentioned on the Certificate of Analysis.

Medical devices and In-vitro diagnostics (IVDs) must be manufactured and supplied from the facility adhering to quality management system requirements (ISO 13485 or equivalent regulatory compliance). Purchased product must comply with agreed specification, applicable regulation (MDD/MDR/IVDD/IVDR) and relevant international standards (ISO/ASTM). The supplier must document traceability in accordance with applicable regulatory requirements.

The supplier must notify the deviation on agreed specification, purchase/quality terms and any changes that will directly or indirectly impact the product quality.

Missionpharma always has the right to carry out analysis of the product. Should the result from an internationally recognized independent laboratory not comply with agreed specifications, Missionpharma reserves the right to return all goods. All charges involved will be at the account of the Supplier.

Missionpharma and third parties as informed by Missionpharma reserve the right to inspect the Suppliers’ production facility before, during or after production.

In case of any quality-related issues for the products prequalified by Missionpharma or GMP non-compliance reported from any regulatory authority or inspection agency, you are required to inform us immediately.

## DELIVERY

Terms of Delivery shall be according to the latest edition of Incoterms valid at the time of the Purchase Order. Partial delivery may only take place, if approved or instructed by Missionpharma.

If the Supplier fails to deliver a part of or all of the ordered goods within the agreed delivery time, and where the consequences of such a delay has a major impact on Missionpharma, the Supplier is expected to cover the additional cost involved to minimize delay.

Delayed delivery beyond the agreed delivery time may result in a penalty. The Supplier will be penalised an amount of 1% per week of the total value of the order up to 10% of the total value of the order. Thereafter, Missionpharma has the right to cancel the Purchase Order at no cost.

## PAYMENT TERMS

Payment will be conducted as per the terms stated on the Purchase Order.

## PACKING REQUIREMENTS

Goods must be packed, protected and marked according to Missionpharma’s Standard Supplier Instructions (SSI) referred to in the Purchase Order. Any deviations from this gives Missionpharma the right to either reject the goods or repack the goods at the Supplier’s cost

## WARRANTY CLAUSE

The Supplier warrants that goods delivered under the Purchase Order do not infringe any patent, trade name or trademark. In addition, the Supplier shall pursuant to this warranty indemnify, defend and hold Missionpharma harmless from any actions or claims brought against Missionpharma pertaining to the alleged infringement of a patent, design, trade name or trade mark arising from the Purchase Order.

## FORCE MAJEURE

Missionpharma and the Supplier (the Parties) shall not be held responsible for delay or any non-performance in the fulfilment of their duties due to force majeure reasons, such as strikes, lock out, war, civil unrest, health crises, epidemics or other factors outside the Parties’ reasonable control. In such cases, the obligations of the parties will automatically be suspended. The parties shall use their best efforts to avoid or remove such causes for delay or non-performance and shall continue performance immediately whenever such causes are removed.

## INDEMNIFICATION

The Supplier shall indemnify and hold Missionpharma harmless from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property caused by the fault or negligence of the Supplier. Missionpharma shall promptly give notice to the Supplier of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Supplier.

## CONFIDENTIALITY

During the terms of the Purchase Order and at any time after its termination, the Supplier guarantees not to disclose or dispose of any confidential information other than for the legitimate fulfilment of the Purchase Order.



#### **ARBITRATION**

Any disputes involving the Parties and arising out of or in connection with the Purchase Order, which cannot be finally resolved between Missionpharma and the Supplier within sixty (60) calendar days of the arising of a dispute, shall be resolved by final and binding arbitration. The arbitral award is final and binding upon both Parties. Each of the Parties in the dispute shall appoint an arbitrator within a period of fifteen (15) days and the two arbitrators so appointed shall jointly appoint a third presiding arbitrator within a period of seven (7) days.

For suppliers having their registered office outside China, the arbitration shall be in accordance with the UNCITRAL arbitration rules or the International Chamber of Commerce ('ICC'). The arbitration shall take place in Copenhagen, Denmark.

For suppliers having their registered office in China, the arbitration shall be in accordance with the China International Economic and Trade Arbitration Commission (CIETAC) arbitration rules. The arbitration will be held in Shanghai, China.

All arbitration proceedings shall be conducted in the English language. Each Party shall bear its own costs of arbitration unless otherwise directed in the award.

The Purchase Order and the validity thereof shall be governed by and construed in accordance with the substantive laws of Denmark to the exclusion of any rule that would refer the subject matter to another jurisdiction.

#### **BUSINESS ETHICS**

Supplier agrees to strictly adhere to Missionpharma's Anti-bribery and Anti-corruption Policy (MP-D-166), Whistleblowing procedure (MP-D-167) as referred to in the Purchase Order.

In addition, suppliers must comply with the WHO Technical Report Series No. 986 and ILO Declaration on Fundamental Principles and Rights at Work, hereunder effective abolition of child labour, discrimination at work, elimination of forced labour and the right to freedom of association.

Failure to comply with these policies may, at any time, lead to immediate termination of the cooperation and cancellation of any open Purchase Orders.