



GENERAL CONDITIONS OF PURCHASE

GENERAL

These General Conditions of Purchase ("Conditions") are an integrated part of the Purchase Order ("Purchase Order") between Missionpharma Group (Missionpharma A/S & Missionpharma Logistic, India) ("Missionpharma") and the supplier ("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.

In the event of a conflict between these general purchase conditions and the PO Terms and conditions, the PO terms and conditions shall govern.

Supplier shall not subcontract, transfer, or assign any of its rights or obligations under the PO and/or any agreement to any third party or any of its affiliates without the prior written consent of Missionpharma. In case Supplier is permitted to subcontract any of its obligations hereunder, it shall remain fully responsible and liable for the proper performance of its obligations under any PO and/or agreement. Missionpharma may assign any PO and/or agreement to any of its affiliates upon written notice to Supplier.

Agreed product specification refer to the information submitted by the Supplier in the product questionnaire, or as per specification shared by Missionpharma to the Supplier, or as per valid Marketing Authorization if a registered product is purchased.

SCOPE OF SUPPLY

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

PRICE

The price stated in the Purchase Order ("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 total shelf life must be according to stability data approved by Missionpharma. 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

Pharmaceutical products

All pharmaceutical products must be manufactured at a manufacturing site in compliance with minimum WHO cGMP standards and have a valid relevant GMP certificate issued by National Drug Authorities at the time of product manufacturing.

Unless otherwise agreed, all pharmaceutical products must comply with specific standards as laid down in the latest edition of BP, USP or other internationally pharmacopoeias. Labels should be in accordance with the pharmacopoeia and all information on the labels should be the same as mentioned on the Certificate of Analysis.

The product supplied must be identical with the product specification agreed between Missionpharma and the Supplier at the time of product approval in respect to product formulation, manufacturing method, manufacturing site, specification of finished product, test method as per product claim, source of API

and excipient, API, excipients, product label claim and labelling requirement etc.

Medical Devices and In-vitro diagnostics

Medical devices and In-vitro diagnostics (IVDs) must be manufactured and supplied by a facility adhering to quality management system requirements (ISO 9001, ISO 13485 or equivalent regulatory compliance). The product supplied must comply with agreed specification, applicable regulation (MDD/MDR/IVDD/IVDR) and relevant international standards (ISO/ASTM) aligned between Missionpharma and the Supplier at the time of product approval.

Other Products

For other product categories, the product supplied must comply with the agreed specification, applicable regulations, and relevant international standards (ISO/ASTM) as aligned by Missionpharma with the Supplier at the time of product approval

Inspections and testing

Missionpharma and third parties delegated by Missionpharma reserve the right to inspect the Suppliers' production facility before, during or after production.

Missionpharma always has the right to carry out analysis of the product according to specification. Testing of the product must comply with the claimed specification e.g. official pharmacopeial method, ISO/ASTM etc. as applicable.

Missionpharma shall have a reasonable time, i.e. at least one (1) month, after delivery of the products and/or services to inspect these products at any time and place.

Changes and deviations from supplier

The supplier must notify well in advance, any deviation to agreed product specification, and any changes to agreed requirements related to purchase as well as quality terms, changes and deviations must be accepted with a written approval from Missionpharma.

Failure to comply with the above requirements of notification from Supplier to Missionpharma shall give the right of cancelling the Purchase Order or in case goods are received, returning the products at Supplier's cost.

Regulatory non-compliance

In case of any regulatory non-compliance, GMP failure, warning letter, safety notice, recall etc. for the products approved and supplied by Missionpharma the Supplier is required to inform Missionpharma immediately.

Complaints and recalls

The Supplier and Missionpharma shall notify each other of any non-compliance, out of specification, claim/complaint, or safety and efficacy-related issue within 7 days of receipt of such incident. In case of serious patient safety risks, notification should be immediately.



The Supplier must perform an investigation, identify a root cause with evidence, and define satisfactory actions (CAPA) along with impact assessment on all commercial batches supplied through Missionpharma latest within 40 days of notification of the incident.

In case the root cause investigation and CAPA is not submitted within 40 days or in case of no justifiable root cause, Missionpharma reserve the rights to reject the products and other not expired batches of same product and initiate a recall on behalf of the Supplier at Suppliers cost. The Supplier must cover all associated costs such as for product, transport, product replacement, destruction, retesting, legal and travel.

Any rejected goods using Missionpharma artworks or name must be destroyed, and the Supplier shall provide Missionpharma with evidence of destruction within an agreed time frame.

If supplier and Missionpharma cannot agree on the root cause, CAPA and conclusion of the complaint/recall a third party can be appointed to evaluate the case.

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 explicitly in writing. In case of excess quantities Missionpharma has the right to accept the delivery or reject and return the difference. In case of short supply Missionpharma has the right to claim compensation or cancel the order.

In case Missionpharma cancels the Purchase Order partially or in its whole due to unforeseen circumstances before dispatch, the supplier is obligated to immediately stop all activities related to the production and take the needed actions to reduce the loss for Missionpharma, hereunder negotiate cancellation fees with sub-suppliers. Missionpharma will reimburse justified costs caused by the cancellation to the supplier.

If the Supplier fails to deliver part or all of the ordered goods within the agreed delivery time, Missionpharma reserves the rights to require the supplier to air lift the shipments at supplier's cost to ensure Missionpharma will be able to minimize the delay in delivery time committed to its customers or pay penalty charged by the customer due to the delay.

In case of late delivery beyond the agreed dispatch date, the Supplier shall be considered in default and the Supplier's obligation to deliver shall be converted into an obligation to pay damages for the shortfall quantities of the products. Missionpharma is entitled to receive damages paid and/or a penalty on account of late delivery; an amount of 1% per week of the total value of the order, up to 10% of the total invoice value prorated for the shortfall quantities. If a shipment is delayed four (4) weeks (and beyond) from the first confirmed delivery time, Missionpharma has the right to unilaterally terminate the Purchase Order at no cost.

In case the Supplier plan to dispatch the ordered goods more than 10 days prior to the agreed delivery time, Missionpharma has the right to deny the early delivery of the goods, and demand delivery/pick-up in compliance to the agreed time.

In case goods have been already dispatched or delivered more than 10 days prior to agreed time without a written agreement, Missionpharma has the right for compensation for the storage of the goods up until the agreed delivery time.

Supplier shall ensure and prove that the quality, integrity, and shelf life of the products is maintained during storage and transport under their responsibility. For all products, the quality must be

ensured through continuous temperature monitoring during storage and transport. Temperature monitoring during transport may be exempted based on risk assessment taking into account means of transport, transport time and prevailing temperature. The Supplier will be liable in case quality of the goods is not maintained due to unacceptable storage or transport conditions during the period wherein supplier is responsible for the logistics.

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 (shipper cartons) at the Supplier's cost. Missionpharma has a preference to utilize reusable packing material.

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

Without prejudice to any other right or remedy available to Missionpharma under the PO, any agreement or at law, Supplier shall indemnify and hold harmless Missionpharma, its officers, employees and agents against all liabilities claims (including claims by third parties), suits, losses, damages, costs and expenses (including reasonable attorney's fees) whether direct or indirect, that are due to personal injury (including death) or any damage whatsoever to the extent caused, or alleged by a claimant to have been caused, in connection with the providing of products or performance of services under the PO or any agreement, by: (i) improper or defective products, machinery, materials, supplies, implements, equipment or appliances provided, installed or used by Supplier; (ii) improper or defective work performed by Supplier and/or (iii) negligent or wrongful acts or omissions of Supplier.

The supplier is obligated to reimburse Missionpharma/its beneficiaries for any damages which arise due to a product sample being non-compliant.

In no way shall Missionpharma be liable for damage or loss whatsoever suffered by Supplier under a PO and/or any agreement, save in the event of negligence or wilful misconduct of Missionpharma or its officers, employees or agents in relation to the PO and/or any agreement. In no event shall Supplier be entitled to loss of profits, revenue, goodwill, or production downtime or indirect, special, incidental, or consequential damages.

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 either Geneva, Switzerland or London, United Kingdom.

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 France to the exclusion of any rule that would refer the subject matter to another jurisdiction.

BUSINESS ETHICS

The Supplier agrees to strictly adhere to CFAO Anti-corruption Code of Conduct (MP-D-240), Missionpharma Business Ethics Policy (MP-D-245) and CFAO Whistleblowing Procedure (MP-D-241) as referred to in the Purchase Order.

In addition, suppliers must comply with the UN Universal Declaration of Human Rights and the International Labour Organization's (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.

INTELLECTUAL PROPERTY RIGHTS

The Supplier confirms that the goods do not infringe any patents or other proprietary rights of any third party. Supplier shall indemnify Missionpharma against all liabilities, claims, demands, losses, costs and expenses (including legal fees and expenses) suffered by Missionpharma as a result of any claim for infringement of any patent or other proprietary right made by any third party. Missionpharma has not verified the possible existence of third-party intellectual property rights which might be infringed as a consequence of the purchase of goods and cannot be held liable for any loss or damages in that respect.