



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 referred to as **GCP**) govern the purchase – by Chiesi Pharmaceuticals GmbH (hereinafter referred to as Chiesi) – of Goods from or the supply of Services (the term "supply of Services" also includes all contracts for the execution of work in general and the provision of services, including intellectual and consultancy services) by the Supplier, on the basis of a contractual agreement (for example, the Contract, as defined below) which expressly refers to them, and prevails over any contrary provision unless expressly derogated.

1.2 These Terms and Conditions terminate and completely replace all previous General Terms and Conditions with respect to Contracts entered into after acceptance hereof.

1.3 These GCP do not imply any exclusivity obligation on Chiesi, nor any obligation for Chiesi to purchase minimum quantities of Goods and/or provide minimum quantities of Services, unless otherwise expressly stated in the Contracts.

2. Definitions

2.1 The **Assets** are defined as the movable, tangible and intangible Assets indicated in the Chiesi Contract or in the Technical Documentation (if any).

Chiesi means Chiesi Pharmaceuticals GmbH or another company in the Chiesi Group, as expressly indicated in the Contract in accordance to which it purchases Goods or obtains Services from the Supplier.

Technical Documentation means any technical specification, drawing, graphic representation or design (including Quality Agreements, if any) to which the Goods or Services are to conform and that are issued by Chiesi, the Supplier, or Third Parties, as indicated in the Contract.

Supplier means the company that provides the Goods and/or Services.

Supplier Bid ("Bid") means the offer sent by the Supplier to Chiesi for the purchase of Goods or provision of Services.

Supplier's Offer Accepted by Chiesi ("Accepted Offer") means the offer sent by the Supplier to Chiesi after it has been discussed and accepted by Chiesi and referenced in the Contract.

Contract ("Contract(s)") means the commercial agreements setting forth the GCP, including framework agreements, related service agreements and purchase orders, submitted by Chiesi to the Supplier electronically, or in some cases, in hard copy for countersignature, which detail the Goods and/or Services requested, Technical Documentation and agreed commercial terms.

Services are defined as those described in the Chiesi Contract and/or Technical Documentation (if any).

3. Contract Documents and Order of Priority

3.1 The contractual relationship is concluded with the Supplier's acceptance of the Contract proposed by Chiesi either expressly or through conclusive behaviour on the part of the Supplier. The Bid may be submitted by mail, non-certified electronic mail, or other electronic means. Chiesi reserves the right to forward the Contract in the same manner.

3.2 In case of conflict between the Contract, the Offer accepted by Chiesi and the Technical Documentation (if any), the Contract shall prevail over the other documents.

3.3 These GCP supersede and prevail in all cases over any General Sales Conditions of the Supplier, if any, as well as over any other conditions set forth by the Supplier in any contractual document, even if prior to these Conditions, which have not been expressly accepted by Chiesi in derogation of these GCP.

3.4 In the event Chiesi and the Supplier have entered into any form of contract, framework agreement, private writing, or other type of double signature agreement, the clauses specifically agreed upon, which may be in contrast with the contents of these GCP, shall prevail over these GCP.

3.5 The methods and time frames for carrying out the Services set out in the Technical Documentation and any Service Level Agreement, agreed between the parties, are to be considered binding on the Supplier.

3.6 Invoices, shipping documents and related correspondence must always indicate all agreed upon references and the Chiesi Contract number.

The invoices must be sent to Chiesi electronically as indicated in the Contract. Invoices in any case shall be settled only after the Goods have been checked and the correct execution of the Services has been verified in the manner described in the Contract.

4. Technical specifications and compliance with procedures

4.1 The Supplier agrees to supply the Goods or Services, in strict accordance with the quality and technical specifications detailed in the Contract and Technical Documentation (if any).

4.2 The Supplier shall comply with all applicable laws and regulations of the country where the Goods are manufactured and where they are delivered, or where the Services are rendered, in compliance with all regulations applicable to manufacturing, packaging, safety, consumer protection, environmental standards, delivery of the Goods (including EC marking standards where applicable) and performance of Services. The Supplier shall also have obtained all authorisations, licenses and approvals required by applicable law for the manufacturing and/or supply the Goods or Services. Any untruthfulness of the declarations relating to the such authorisations, licenses or qualifications, may constitute grounds for termination of the contract. All Goods consisting of machines, plants, tools or equipment are intended to be supplied with the guarantee of proper functioning, in any case not less than 24 months (unless a different time is expressly agreed in the specific Contract).

4.3 The Supplier undertakes to deliver to Chiesi, together with the ordered Goods, all the technical documentation including any type of compliance certification required for that type of Good. With the exception of what is otherwise indicated in the Contract and in the Technical Documentation, if any, the Goods shall be produced in compliance with the most recent technical specifications or standards, it being understood that in the event of any changes to the technical specifications or standard procedures, the Supplier shall inform Chiesi prior to the delivery of the Goods, and Chiesi, without prejudice to its right to claim compensation for any damages suffered, may, at its sole discretion, confirm the purchase or freely withdraw, without further costs, expenses or obligations of any kind to be borne by Chiesi.

4.4 The Supplier may not assign or subcontract, even partially, the supply of Goods and/or performance of Services to third parties without prior written consent from Chiesi. In case of authorised subcontracting, the effectiveness of the authorisation is subject to the Supplier's exact compliance with all the rules on health and safety at work, regularity of contributions by the subcontractors, and any other applicable rule on the subject, as well as the production, by the subcontractor, of all the documentation required by current regulations, including those on social security and accident prevention. In any case, the Supplier shall also remain responsible to Chiesi for the activities carried out by the subcontractor as requested by the Supplier.

5. Changes

5.1 For the entire duration of the Contract, the Supplier undertakes to make any changes to its initially planned activities that may be necessary to comply with mandatory laws and/or regulations that have come into force in the meantime. Such changes shall remain the sole responsibility of the Supplier.

5.2 Should Chiesi deem it necessary to request changes to what was initially set forth in the GCP and/or in the Contract, it shall request them in writing to the Supplier, who will undertake to provide its best offer. Such additional activities may be performed only after a specific written Agreement is executed between the Parties.

6. Intellectual Property

6.1 Unless otherwise agreed upon in the individual Contract, the Supplier shall:

- guarantee that the Goods and/or Services offered will be and remain the exclusive property of Chiesi and no right or claim under any title or reason whatsoever may be made by the Supplier;
- acknowledge that all industrial and intellectual property rights relating to and connected with the Goods and/or Services included in the Contracts shall be the exclusive property of Chiesi, and the Supplier is expressly forbidden from using said Goods in any way, shape, or form, in whole or in part, and for any purpose

whatsoever. The provisions of this paragraph b) shall not apply to Software License Providers and/or manufacturers and holders of specific know-how of industrial equipment and/or similar. The regulation of industrial and intellectual property rights for these categories of Suppliers shall be defined in individual contracts;

- warrant that, to the best of its knowledge and belief, the purchase, use and/or sale of the Goods or provision of Services to Chiesi does not infringe any third party intellectual property rights;
- declare to be in possession of all authorisations necessary for the purposes of performing the Services and purchasing, using and/or selling the Goods. The Supplier further represents that there are no contractual or statutory impediments to the provision of the Services (and the purchase, use and/or sale of the Goods);
- warrant that all materials used and created for the purpose of providing the Services has been acquired in compliance with industrial and intellectual property laws and that nothing prevents the transfer of rights in favour of Chiesi, and that in any case acceptance of the GCP does not entail the violation of any third party rights of any nature whatsoever.

6.2 The Supplier shall hold Chiesi harmless and indemnified against any damage and/or sanction and/or claim and/or demand by third parties, of any nature whatsoever, that Chiesi may suffer as a result of the Supplier's breach of the obligations and/or guarantees set forth in these GCP, and/or that are in any case directly and/or indirectly attributable to the actions of the Supplier and/or subjects (natural or legal persons) appointed by the same for the purpose of carrying out some of the activities specified in the Supplier's Offer accepted by Chiesi.

6.3 Unless expressly authorised by Chiesi in writing, Chiesi does not authorise the Supplier to use Chiesi trademarks and logos for any purpose other than strictly necessary to complete contractually defined activities including the use of Chiesi trademarks and logos on the company website, social media channels and marketplace.

7. Duty of Confidentiality

7.1 The Supplier acknowledges that Chiesi is the exclusive owner of any commercial, technical, financial and economic information regarding its products and activities which may become known to the Supplier during the performance of a Contract, or in any case in connection with it.

7.2 The Supplier undertakes to keep confidential and not to divulge in any way the afore-mentioned information and/or documents, and not to use them for its own advantage or not to use them, directly or indirectly, to gain economic benefit for itself or for third parties. This confidentiality obligation of the Supplier shall apply until such information and documents become public knowledge, unless this is due to any willful or negligent conduct of the Supplier. Unless otherwise provided for in writing, all information communicated to the Supplier shall be deemed to be confidential.

8. Packing, shipping and transfer of ownership (where applicable)

8.1 The Supplier shall ship the physical Goods to the addresses indicated by Chiesi according to the Incoterms specified in the Contract. Unless otherwise provided for, shipping costs shall be borne by the Supplier.

8.2 The Supplier shall bear the risk of possible damage to or loss of the Goods during shipping and in any case until their delivery. Ownership of the physical Goods shall be transferred to Chiesi upon delivery; for any physical Goods subject to testing, the transfer will occur upon the positive outcome of said testing.

8.3 Physical Goods shall be packaged in a manner that is clearly identifiable. Packaging should be appropriate for the type of goods. In case of hazardous goods, the transport must take place in compliance with the applicable regulations.

9. Delivery of Goods and/or Performance of Services

9.1 The Supplier shall deliver the Goods and/or perform the Services within the time frame specified in the Contract. The Supplier acknowledges and accepts that the timeliness in the delivery of the Goods and/or in the provision of the Services is of paramount importance, and that therefore the delivery/provision times must be strictly complied with.

9.2 As for the Contracts which provide for the delivery of Goods, in the event of delivery prior to the due date, Chiesi reserves the right to accept or return the Goods, at the

Supplier's expense.

9.3 Chiesi may report any flaws and defects within 30 (thirty) days of their discovery or within the time frame otherwise established in the Contract.

9.4 In any event, Chiesi shall have the right to reject Goods delivered or Services rendered which do not conform to the Contract and Technical Documentation (if any).

9.5 In the event of delivery of non-compliant Goods or Services, Chiesi has the option (i) to return the non-compliant Goods to the Supplier at the Supplier's risk and expense; or (ii) to request that the Supplier collect the non-compliant Goods at its own risk and expense; or (iii) to request that the Supplier provide again the non-compliant Services at no charge to Chiesi. This is without prejudice to any other rights held by Chiesi, including compensation for any further damages and termination of the contractual relationship.

9.6 The Supplier, who shall be exclusively responsible for the management, control and supervision of its staff, shall ensure that the Services are performed in a workmanlike manner.

9.7 The Supplier declares, under his own responsibility, that he has fulfilled and will fulfil any and all obligations of a contributory, welfare and social security nature towards personnel employed in any capacity for the purpose of supplying the set forth Goods or Services, and in this sense releases Chiesi from all liabilities in this regard.

9.8 The Supplier shall be fully liable for the safety of the staff it employs (and any subcontractors it appoints in compliance with the provisions of these GCP) in the performance of its duties, in accordance with applicable law, as amended, as well as applicable safety regulations in the country where the Services are provided.

9.9 If the Supplier needs to carry out activities on the Chiesi premises, the Supplier undertakes to comply with all the Safety Procedures that will be provided to him and, where necessary, any additional documentation required by local legislation.

9.10 Chiesi reserves the right at any time to ask the Supplier to replace any personnel deemed unsuitable to carry out the activities in compliance with the quality standards defined for each Service.

9.11 Also in the context of the execution of Services at Chiesi sites, Chiesi reserves the right to make payments of the fees due, at the times and in the ways contractually agreed upon for services carried out at its sites.

10. Insurance

10.1 The Supplier shall be fully liable for the safety of its staff and/or collaborators and/or subcontractors in the performance of the activities they carry out, and shall be liable for any damage they may suffer during the same.

10.2 Furthermore, the Supplier declares that he has taken out adequate insurance to cover its liabilities regarding any damage to persons or things, which is adequate, in terms of content and maximum coverage, for the supply of Services or Goods agreed upon with Chiesi. The Supplier shall also renew its Policy during the term of the contract. A copy of said Policy and its renewals may be checked by Chiesi upon request.

11. Audit Right

11.1 Chiesi shall have the right to carry out inspections and audits at the Supplier's premises, with suitable advance notice, in order to check on the Supplier's internal processes, the quality systems adopted and any other information which may affect the correct and timely execution of the contractual services.

11.2 All information acquired in the course of such inspections and audits shall be governed by clauses 6 and 7 "Intellectual Property" and "Confidentiality Obligation" concerning these GCP.

12. Force Majeure

12.1 The parties shall not be deemed to be liable or non-compliant regarding the failure or delay in performing any of their obligations under these GCP and/or the Contracts, set forth herein, due to circumstances beyond the reasonable control of either party, such as national strikes, pandemics, fires, explosions, floods, earthquakes or any other natural disasters.

12.2 In the event of delays due to Force Majeure, the Supplier shall notify Chiesi in writing with an estimate, as accurate as possible, of the duration of the effects of the Force Majeure conditions. However, as Chiesi will not be able to use the Services or Goods under the Contract during this period, Chiesi reserves the right to terminate its obligations under the Contract with immediate effect and to purchase the Services or Goods from a third party.

13. Withdrawal, Suspension and Termination

13.1 Chiesi has the right to withdraw from the contractual relationship at any time and for any reason by sending written advance notice of at least 15 (fifteen) days. However, in this case Chiesi shall be obliged to pay only the amount due for the activities already carried out by the Supplier at the time of withdrawal. Both parties shall also have the right to withdraw from the contractual relationship if the other party is subject to any kind of insolvency or liquidation proceedings.

13.2 Chiesi's waiver of its claims in the event of breach by the Supplier of these GCP or the terms and conditions set forth in the Contract and/or Technical Documentation (if any) shall not be construed as a systematic waiver even in the event of further breaches of the terms and conditions set forth in said documents or of other provisions.

13.3 Total or partial non-fulfilment of the obligations provided for in the Contract and/or these GCP shall entitle Chiesi to terminate the contractual relationship following a warning to fulfil them, under a term of no less than 30 (thirty) calendar days; Chiesi shall have the right to obtain compensation for any and all damages deriving from non-fulfilment or incorrect fulfilment of obligations by the Supplier, also in addition to any penalties provided for in the Contract.

14. Interest on arrears

In the hypothesis of the application of interest on arrears, for late payment without justified reason, the rate to be applied may not exceed 3% per annum.

15. Assignment of receivables and contract

15.1 The Supplier agrees not to transfer to third parties the receivables arising from the Contracts entered into with Chiesi unless expressly authorised in writing by Chiesi.

15.2 The Supplier agrees not to assign any future Contracts with Chiesi to third parties.

16. Processing of personal data

16.1 The Parties, as autonomous Data Controllers, agree to the processing of their data communicated for the performance of the Contract in full compliance with Regulation 2016/679 of the European Parliament and the Council and any national provisions supplementing such Regulation (hereinafter the "Privacy Regulations"), and mutually guarantee the following:

- a) the identification and fiscal data of the Parties or of the persons acting on their behalf, as well as other information such as addresses and details of bank accounts, are collected, recorded, reorganized, stored, used for purposes related to the stipulation and performance of the Contract and to the fulfilment of law provisions;
- b) the communication of the aforementioned data can be made to subjects in charge of making collections and payments, as well as to subjects in charge of auditing the financial statements and to public authorities, supervisory authorities and/or administrations for the fulfilment of law provisions. Furthermore, the data may be processed by the data processors or persons in charge of the processing appointed by the Parties within the scope of the functions assigned to the performance of the Contract;
- c) each Party shall promptly inform the other Party of any request from data subjects wishing to exercise their data protection rights or of any request from the Data Protection Authority in relation to the Contract;
- d) the data will be kept by the Parties at their respective registered offices and by the designated Managers, for the time set forth by civil and fiscal regulations. Where there is no legal obligation to data retention, data shall be stored throughout the duration of the Contract. Upon expiration of the retention period, the data must be deleted or, at the request of either Party, securely returned to that Party.

16.2 Except as specified in article 16.1, the Parties declare and acknowledge that, in connection with the performance of the Services, there will be no processing of personal data requiring that one Party, under the Privacy Policy, would act as a Data Processor for and on behalf of the other Party. Otherwise, in the event that one of the Parties should act as Data Processor, the Parties undertake, as of now, to enter into an Agreement on the processing of personal data and/or contractual clauses suitable to govern the processing of personal data pursuant to the Privacy Law.

17. Interdependence Code

In order to guarantee that the highest standards of sustainability are pursued in its business activities Chiesi has formalised a Code of Interdependence (available on its website at the following address: https://www.chiesi.com/fliipbook.php?url=https://www.chiesi.com/documenti/30_code-of-interdependence.pdf, aimed at identifying standards of conduct with which both Chiesi and its suppliers commit to comply in carrying out their activities. By signing these GCP, the Supplier undertakes to meet, in all its actions, the requirements of the Code of Interdependence and to cooperate with Chiesi in achieving the sustainability objectives set out therein.

18. Severability of provisions

If any provision of these GCP is or becomes unlawful, invalid or ineffective under any applicable law, that provision, to the extent of its severability from the remaining provisions, shall be deemed to be omitted from these GCP and shall in no way affect the legality, validity or enforceability of the remaining provisions.

19. Compliance with anti-bribery and related obligations

19.1 The Service Provider declares to know and undertakes to comply with any applicable antibribery laws and regulations and Business Partner Annex of Chiesi Anti-Bribery Policy (copy of that can be consulted and downloaded at the following Chiesi internet address: www.chiesi.com).

19.2 The Service Provider shall promptly communicate to Chiesi (at the following e-mail address: compliance.cee@chiesi.com, or - alternatively - through Chiesi whistleblowing channel available at the following link of Chiesi website <https://www.chiesi.com/speakupbeheard/>) any infringement of this Article and any investigation, lawsuit or other procedure involving the Service Provider in relation to corruption and/or bribery.

20. Debarment Clause

Each of the Parties declares that it is not subject to any debarment proceeding under the United States Federal Food, Drug and Cosmetic Act or comparable applicable law and will not, now or in the future during the Term of each Contract and in connection with the Contracts, use the services of any person or entity that is subject to such debarment proceeding. If either Party becomes aware of any debarment proceeding that has already commenced or is soon to commence against any person or entity providing services to such Party, including such Party and its Affiliates, that relates directly or indirectly to activities under the Contracts, it will immediately notify the other Party in writing.

21. Applicable law and competent court

These GCP are governed by Austrian law under the exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. In the event of a dispute between Chiesi and the Supplier which cannot be resolved amicably, the Commercial Court of Vienna, Austria, shall have exclusive jurisdiction.

Notwithstanding the provisions under this clause, any single Contract issued by each Chiesi Group single company should be governed by the laws and jurisdiction stated in each respective country, and any dispute related to the provision of supply in each Countries shall be subject to those terms.

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