

# General Terms and Conditions for the Sale and Purchase of Active Pharmaceutical Ingredients

Pátriapharma Ltd.

February 29, 2024

## Glossary of capitalized terms and expressions used in this document:

- **Product** shall mean the active pharmaceutical ingredient(s) manufactured by Manufacturer, or any other chemical compound or service ordered by Purchaser to be supplied by Supplier, as specified in the Purchase Order;
- **GTC** shall mean this general terms and conditions for the sale and purchase of active pharmaceutical ingredients as updated from time to time by Supplier. The applicable version of this GTC in effect shall at all times be published on [www.patriapharma.hu](http://www.patriapharma.hu);
- **Manufacturer** shall mean CF Pharma Ltd. (with its registered seat at 5, Kén u. H-1097 Budapest, Hungary), a business partner of Supplier;
- **Order Confirmation** or **OC** shall mean a written confirmation as issued by Supplier and forwarded to Purchaser within 5 working days from the delivery of the respective PO;
- **Purchaser** shall mean a business partner of Supplier who intends to purchase Product(s) based on Purchase Orders as confirmed by Supplier;
- **Purchase Order** or **PO** shall mean a written order issued by Purchaser and forwarded to Supplier via email to the email address: [api\\_sales@patriapharma.hu](mailto:api_sales@patriapharma.hu) or other e-mail address in agreement between the Purchaser and the Supplier.;
- **Supplier** shall mean Pátriapharma Ltd. (with its registered seat at 5, Kén u. H-1097 Budapest, Hungary);

1. Any order placed by the Purchaser for any Product specified in the Purchase Order is strictly contingent upon Purchaser's acceptance of the terms and conditions set forth in the present GTC. Purchaser is deemed to have accepted the entirety of the terms and conditions of the present GTC unless Purchaser objects in writing to specific provisions of this GTC within 8 days following receipt of Supplier's Offer. Supplier shall be entitled to update, change or amend the GTC from time to time. The current version of the GTC shall at all times be available on the website of Pátriapharma at [http://www.patriapharma.hu/GTC\\_API\\_SALES.htm](http://www.patriapharma.hu/GTC_API_SALES.htm).

By placing a PO with Supplier, the Purchasers explicitly acknowledges to have read and accepted as binding the GTC in effect at the time of the PO. The GTC are applied except when a supply agreement with specific clauses is in place. Supplier shall be entitled to make the delivery subject to the payment of a maximum 50% deposit, non-payment of that shall be considered as a cancellation of the order.

2. The provisions of the present GTC apply to all sales of Product(s). Changes by the Purchaser to any orders previously confirmed by Supplier in an Order Confirmation (including cancelling such orders in part or in their entirety) are only effective if in writing (e-mail excluded) and accepted in writing (e-mail included) by Supplier. For the sake of clarity, the Parties agree that in the absence of a written acceptance by Supplier of any changes to any PO's previously confirmed by Supplier in an OC (including cancelling such PO's in part or in their entirety), the Supplier shall invoice 100% of the price specified in the confirmed PO, and Purchaser remains bound by the Order that mean Purchaser has the obligation to take over the Products and to pay the invoice of the Supplier in due time.
3. The provisions of this GTC control over any terms and conditions included in any PO, Order Confirmation, or other correspondence used by Purchaser in ordering Product(s). Any term or condition of a PO, Order Confirmation or other correspondence from Purchaser that is different from, inconsistent with or contrary to the provisions of this GTC are void and of no effect. In the event, however, of a conflict between this GTC and any special conditions or terms set out in a supply agreement executed by Supplier and Purchaser, then such special conditions or terms will prevail.
4. Supplier shall use reasonable efforts to meet the requested delivery dates for ordered Product(s). However, Supplier shall not be liable for any failure to meet any such delivery date if the cause for such delay is not within Supplier's sphere of influence. To that end, Purchaser explicitly accepts that – among other possibilities - any delay caused by Manufacturer's delay of delivery of the ordered Product to Supplier shall be deemed a reason out of Supplier's sphere of influence.
5. Unless otherwise agreed in writing by Supplier, delivery shall be executed using CPT (Incoterms 2020). Purchaser is responsible for taking out an insurance policy covering any damage to the Product(s) or third parties after delivery.
6. Risk of loss of the Product(s) sold shall pass to Purchaser upon arrival at a named place of shipment stated on the PO and confirmed by the Supplier.
7. No warranty is given for compliance with regulatory requirements other than what is specifically stated on the Certificate of Analysis of the Product(s) if applicable. Warranties regarding the quality of the Product(s) shall be governed by a quality agreement to be executed by Purchaser and Manufacturer.
8. Purchaser acknowledges that information relating to the Product(s) that Supplier shares with Purchaser may be confidential and proprietary to Supplier, and Purchaser agrees to maintain the confidentiality of any such information disclosed by Supplier for a period of five (5) years from the date of disclosure and to use such information only for the purpose of meeting regulatory and sales requirements directly related to the Product(s).
9. All Product(s) invoiced shall be payable to Supplier as specified in the respective invoice. Payment shall be made within thirty (30) days from the date of invoice unless otherwise agreed in writing. Supplier reserves the right to invoice Purchaser for the ordered Product(s) at the time such Product (s) are available for delivery to Purchaser regardless of the actual date of delivery. In the event Purchaser instructs Supplier to hold delivery, Supplier reserves the right to charge Purchaser for warehousing such Product (s) held for Purchaser. Payment shall be made in the currency and to the bank account shown on the invoice. All kind of costs, fees, taxes related to the transfer of this invoice must be paid by the Purchaser. Payments not received within the due date are subject to monthly finance charges at an annual rate of 5 percent.

10. This GTC and the business transaction between the Supplier and the Purchaser shall be governed by the laws of Hungary, without reference to its conflicts of laws provisions, and shall be subject to the exclusive jurisdiction of ordinary state courts located in Budapest, Hungary. The United Nations Convention for the International Sale of Goods is expressly excluded from being applicable to the terms of this agreement.
11. Neither party shall be liable in any respect for failure or delay in the shipment or acceptance of the Product(s), if hindered or prevented, directly or indirectly, by: war or other armed conflict; national state of emergency; pandemic; inadequate transportation facilities; inability to secure materials (including a force majeure event experienced by one or more of Supplier's suppliers or subcontractors); supplies; fuel or power; fire, flood, storm or other acts of God; strikes, lockouts, or other labor disputes; orders or acts of any government or governmental agency or authority, whether valid or invalid; or any cause of like or different kind beyond the reasonable control of either party. The quantities so affected shall be deducted from the total quantity to be purchased by Purchaser. Supplier may, during any period of shortage due to any of said causes, allocate its available supply of Product(s) among itself and its customers on whatever basis it deems desirable.
12. Supplier warrants that the Product(s) shall conform to the specifications attached to the shipment in writing by Supplier, or, if applicable, the specifications agreed upon by the Parties in writing; that it will convey good title thereto. Supplier makes no warranty that the Product(s) is fit for any particular purpose, nor is there any other warranty, express or implied except as is expressly provided herein or in the written confirmation of the PO.
13. Any claim or complaint regarding the Product(s) must be communicated in writing to Supplier to the following email address: [api\\_sales@patriapharma.hu](mailto:api_sales@patriapharma.hu) within thirty (30) days from the delivery date; provided that any claim or complaint on the grounds of latent defects related to such Product(s) must be raised within the retest date of the Product. Supplier is solely liable to the Purchaser – and only to the Purchaser - for non-conforming Product(s) or for a breach of this agreement and it is of Supplier's sole discretion to provide the following exclusive remedies: (i) replace the non-confirming Product(s) or (ii) refund or credit the purchase price of Product(s) paid in relation to which the breach has occurred. In no event shall Supplier or its affiliates or business partners (including the Manufacturer) be liable to Purchaser or its affiliates for any incidental, indirect, punitive or consequential damages (including, without limitation, damages resulting from loss of profits, business interruption or loss of business, lost goodwill, lost revenue and lost opportunity).
14. The Parties declare that all statements and notices provided for in this Contract shall be delivered to the other Party in writing. The electronic means of communication by sending e-mails shall be deemed written communication in case the Parties apply the e-mail addresses specified here below (or the updated ones). The Parties agree that, in the case of electronic mail, the e-mail address specified in this clause shall be deemed to be the address for service.  
E-mail for service of the Supplier: [api\\_sales@patriapharma.hu](mailto:api_sales@patriapharma.hu)  
E-mail for service of the Purchaser: the one the Purchaser first used to contact the Supplier.
15. No modification of or addition to the above terms and conditions shall be affected by the acknowledgement or acceptance by Supplier of a purchase order, acknowledgement, release or other forms submitted by Purchaser containing other or different terms or conditions. Neither party shall claim any modification, amendment, or release from any of the above terms and conditions unless the parties have entered into a mutual agreement to that effect, and is signed by authorized representatives of Purchaser and Supplier.