

TERMS AND CONDITIONS (T&C)

1. SCOPE AND PREVALENCE

1.1. These Terms and Conditions ("T&C") apply to all sales of products ("Products") by **APR Pharma** ("Supplier") to the purchaser/customer ("Buyer") unless otherwise agreed in writing ("Buyer").

1.2. These T&C supplement any applicable Agreement between the Parties. In the event of any inconsistency between these T&C and the Agreement, the Agreement shall prevail solely to the extent of the specific inconsistency. All other provisions of these T&C shall remain in full force and effect.

1.3. Any additional, conflicting, or differing terms and conditions proposed by the Buyer are expressly rejected and shall not apply unless expressly accepted in writing by the Supplier.

2. ORDERS AND ACCEPTANCE

2.1. Any purchase order ("PO") or order request submitted by the Buyer shall be governed exclusively by these T&C and any applicable written agreement between the Parties, regardless of any terms referenced by the Buyer in any document, communication, purchase order, purchasing system or other standard terms.

2.2. A PO submitted by the Buyer constitutes a binding commitment to purchase the Products. No order shall be binding upon the Supplier until the Supplier issues a written order confirmation or Pro Forma invoice accepting the order.

2.3. The Supplier may establish minimum order quantities ("MOQ"), minimum order values, packaging requirements, or other commercial conditions applicable to specific Products, territories, or orders. The Supplier reserves the right to reject, suspend, or modify any order that does not comply with such requirements or if the Buyer has any overdue or outstanding payment obligations toward the Supplier.

2.4. Any request by the Buyer to modify or cancel a confirmed order must be submitted within forty-eight (48) hours following order confirmation and shall be subject to the Supplier's prior written approval. Approved modifications may result in adjusted pricing and/or delivery timelines.

3. PRICES AND PAYMENT TERMS

3.1. Unless otherwise agreed in writing, all prices, payments, invoices, and other monetary obligations relating to the Products shall be denominated and payable exclusively in Euros (EUR). All prices are exclusive of taxes, duties, shipping, insurance, and regulatory fees unless expressly stated otherwise in writing. Any currency conversion costs, exchange-rate losses, or related banking charges, transfer fees or similar transaction costs shall be borne solely by the Buyer.

3.2. The Buyer shall pay all invoices in accordance with the payment terms and conditions specified in the applicable Pro Forma Invoice, Commercial Invoice, order confirmation, or other written commercial document issued by the Supplier. Unless otherwise expressly specified by the Supplier in writing, all invoices shall be payable in full prior to shipment.

3.3. All payments shall be made in full, without any set-off, counterclaim, withholding, deduction, or reduction of any kind. The Buyer shall ensure that all transfer fees, intermediary bank fees, withholding taxes, and other transaction costs are borne exclusively by the Buyer, so that the Supplier receives the full net amount specified in the applicable invoice in cleared funds.

3.4. Any overdue amount shall accrue interest at the rate specified in the applicable Agreement, invoice, or other commercial document issued by the Supplier or, in the absence of such specification, at the maximum rate permitted under applicable law. The Supplier reserves the right to

suspend production, shipment, or performance of any outstanding orders if the Buyer fails to make timely payment. If the Supplier reasonably determines that the Buyer's financial condition has deteriorated, the Supplier may require advance payment, additional security guarantees or other payment assurances before fulfilling further orders. The Buyer shall reimburse the Supplier for all reasonable costs incurred in collecting overdue amounts, including legal fees, collection agency fees, administrative costs, court costs and enforcement expenses

3.5. The Buyer shall include the applicable Pro Forma Invoice number or Commercial Invoice number or other payment reference specified by the supplier in the payment reference field of each bank transfer. Failure to provide the correct payment reference may result in delays in payment allocation, order processing, production, or shipment, for which the Supplier shall bear no liability.

3.6. The Buyer shall provide a bank-issued payment confirmation (such as a SWIFT copy or equivalent) via email promptly after the transfer is initiated to facilitate production and logistics planning. For the avoidance of doubt, provision of proof of payment shall not constitute receipt of cleared funds by the Supplier.

3.7. The Buyer shall be solely responsible for all taxes, customs duties, import charges, levies, registration fees and governmental charges applicable in the destination country or territory, excluding taxes imposed on the Supplier's income. For intra-EU transactions where a VAT exemption or zero-rated intra-community supply applies, the Buyer shall provide a valid VAT identification number and any supporting documentation reasonably requested by the Supplier. If such information is not provided, is incomplete, inaccurate or is subsequently determined to be invalid, the Supplier reserves the right to charge the applicable VAT and any related penalties, interest, or administrative charges.

4. DELIVERY AND SHIPMENT (INCOTERMS® 2020)

4.1. Unless expressly agreed otherwise by the Supplier in writing, all Products are sold FCA Supplier's designated facility or delivery point, Incoterms® 2020. Delivery and transfer of risk shall occur when the Products are handed over to the carrier or other person nominated by the Buyer at the applicable delivery point specified by the Supplier. From that moment, all risks of loss, damage, delay, deterioration, or additional costs shall pass to the Buyer.

4.2. The Supplier shall notify the Buyer in writing once the Products are packed and ready for collection ("Notice of Readiness"). Any delivery dates, shipment dates, lead times, or availability dates communicated by the Supplier are estimates only and shall not be legally binding unless expressly agreed otherwise by the Supplier in writing.

4.3. The Buyer shall arrange collection of the Products within five (5) business days following the date of the Notice of Readiness, unless otherwise agreed by Supplier in writing.

4.4. If the Buyer fails to collect the Products within the period specified in Article 4.3, the Supplier reserves the right to charge storage fees of EUR [5.00] per pallet per day commencing on the sixth (6th) business day following the Notice of Readiness and continuing until actual collection. During such storage period, the Products shall be stored at the Buyer's sole risk and expense. If the Buyer fails to collect the Products within thirty (30) days following the Notice of Readiness, the Supplier may, without prejudice to any other rights or remedies, cancel the affected order and/or dispose of or resell the Products at the Buyer's risk and expense.

4.5. The Supplier shall provide the standard commercial export documentation customarily issued by the Supplier, including the

Commercial Invoice, Packing List, and where applicable, the transport document. Any additional documentation, legalization, certification, regulatory document, customs document, or special export document requested by the Buyer or required in the destination country shall only be provided if expressly accepted by the Supplier in writing and may be charged separately at cost. Preparation of the EX-1 export declaration, where applicable, shall be charged separately at cost unless otherwise agreed by the Supplier in writing. The Buyer shall cooperate fully in providing any documents, authorizations, confirmations, instructions and information required for export and customs purposes, including valid proof of export and EU exit confirmation where required.

5. INSPECTION AND CLAIMS PROCEDURE

5.1. Upon receipt of the Products from the carrier, the Buyer shall inspect the outer packaging, pallets, and quantities delivered. Any visible damage, shortage, or discrepancy must be noted on the applicable transport document and countersigned by the carrier's driver at the time of delivery.

5.2. Any claim relating to visible damage, shortage, discrepancy or non-conformity must be submitted in writing within ten (10) business days following receipt of the Products and must include:

- (a) Batch/Lot number of the Product; (b) Clear high-resolution photographs of the defect, the packaging, and the shipping labels;
- (c) A copy of the CMR with the driver's remarks (if applicable).

5.3. Claims relating to latent (hidden) defects must be notified to the Supplier in writing within five (5) business days after the defect was discovered or ought reasonably to have been discovered, and in any event no later than six (6) months following delivery pursuant to the applicable Incoterms® rule.

5.4. The Supplier reserves the right to inspect the allegedly defective Products and/or request physical samples for laboratory analysis before issuing any replacement, refund, or credit note.

5.5. The Buyer shall not destroy or return any defective Products without the Supplier's prior written authorization or instructions.

6. WARRANTY AND LIABILITY

6.1. The Supplier warrants solely that the Products conform to the Supplier's written technical specifications applicable at the time of delivery. Except as expressly stated herein, and to the maximum extent permitted by applicable law, all other warranties, representations, conditions, or guarantees, whether express or implied, are hereby excluded.

6.2. The Supplier shall not be liable for defects, deterioration, or non-conformities resulting from improper storage, handling, transportation, relabelling, repackaging, misuse, or use of the Products after delivery.

6.3. The remedies expressly set forth herein shall constitute the Buyer's sole and exclusive remedies for defective or non-conforming Products. The Buyer acknowledges that it has independently determined the suitability of the Products for the intended market, application, and regulatory environment and has not relied on any statement by the Supplier regarding local regulatory compliance unless expressly confirmed by the Supplier in writing.

6.4. Buyer shall comply with all applicable export control laws, sanctions laws, trade restrictions, and import regulations applicable to the Products and shall not export, re-export, sell, or transfer the Products in violation of such laws.

6.5. All trademarks, brands, logos, formulations, specifications, technical information, packaging, marketing materials, know-how, and other intellectual property rights relating to the Products shall remain the exclusive property of the Supplier and/or its licensors. The Buyer shall not remove, alter, or modify any trademark, label, batch identification,

proprietary marking, or other identification relating to the Products without the Supplier's prior written consent.

6.6. To the maximum extent permitted by applicable law, the Buyer shall not analyse, reverse engineer, copy, reproduce, or otherwise attempt to determine the composition, formulation, manufacturing process, or know-how relating to the Products, nor use the Products to develop competing products.

6.7. To the maximum extent permitted by applicable law, the Supplier's total aggregate liability arising out of or relating to any claim shall not exceed the amount actually paid by the Buyer for the specific Products giving rise to the claim.

6.8. In no event shall the Supplier be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of business, loss of goodwill, recall costs, or business interruption, even if advised of the possibility of such damages.

6.9. Nothing in these Terms and Conditions shall exclude or limit any liability that cannot be excluded or limited under applicable law.

6.10. The transfer of risk shall occur in accordance with the applicable Incoterms® rule.

6.11. Notwithstanding the transfer of risk, title to the Products shall remain with the Supplier until full payment for the relevant Products has been received in cleared funds.

7. FINAL PROVISIONS

7.1. All pricing, product specifications, commercial terms, and other non-public information provided by the Supplier shall be treated as confidential and shall not be disclosed to any third party without the Supplier's prior written consent, except where disclosure is required by applicable law or to the Buyer's professional advisers, affiliates, or employees on a need-to-know basis subject to confidentiality obligations.

7.2. Neither Party shall be liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to war, terrorism, strikes, labor shortages, pandemics, epidemics, energy shortages, transport disruptions, shortages of raw materials, governmental actions, export or import restrictions, or acts of God ("Force Majeure Event"). The affected Party shall notify the other Party without undue delay after becoming aware of the Force Majeure Event. The affected obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected order(s) upon written notice.

7.3. Electronic communications, PDF documents, scanned signatures, and electronic acceptances shall be deemed valid and binding.

7.4. If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

7.5. Amendments: The Supplier reserves the right to amend these Terms and Conditions upon thirty (30) days' prior written notice. Any such amendments shall apply only to purchase orders confirmed after the effective date of the amended Terms and Conditions. The version in effect at the time of the relevant Order Confirmation shall govern the applicable transaction.

7.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium. Unless otherwise agreed in a written agreement between the Parties, any disputes arising out of or in connection with these Terms and Conditions shall fall within the exclusive jurisdiction of the competent courts of the registered office of the Supplier. By submitting a purchase order or otherwise accepting delivery of the Products, the Buyer acknowledges that it has read, understood, and agreed to these Terms and Conditions.