

**ALFASIGMA BELGIUM SRL**  
**TERMS AND CONDITIONS OF PURCHASE**

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**1. GOVERNING PROVISIONS.** 1.1 Any purchase and/or supply contract entered into by Alfasigma Belgium SRL (the "**Purchaser**"), by means of a specific purchase order (hereinafter, the "**Order**"), shall be subject to these general terms and conditions of purchase ("**Conditions**"). 1.2 These general terms and conditions of purchase, as supplemented from time to time by the prices and delivery dates agreed upon by the parties, shall constitute the entire agreement between the parties on the subject of purchases by Purchaser being the object of the Order (collectively, the "**Agreement**"), superseding any prior arrangements and negotiations. 1.3 Seller/Supplier accepts that the Order contains the entire Agreement between the parties and supersedes any prior arrangements and agreements between the parties being the object of the Order. 1.4 Purchaser does not acknowledge and hereby objects to any additional and/or different terms and/or conditions contained on any Seller/Supplier's acceptance of the Order, and/or any other document and/or communication from Seller/Supplier regarding said Order. These Conditions shall prevail over any general conditions of contract and/or particular contractual provisions of the Seller/Supplier and any customers of the Seller/Supplier. Any other different and additional conditions indicated in any quotation, receipt, invoice, form, general terms and conditions other than these shall not apply to the purchases/supplies being the object of the Order. 1.5 Acceptance of the Order by Seller/Supplier shall be considered as strictly limited to the terms and conditions included in the Order. Seller/Supplier undertakes not to invoke any guarantees or statements by Purchaser not expressly included in the Order. 1.6 In case of conflicts/discrepancies, the Order documents shall prevail as follows: Order, these General Terms and Conditions, any other Purchaser document attached or referenced in the same. 1.7 In case of discrepancy between these Conditions and any special contractual provisions agreed upon by Purchaser and Seller/Supplier in individual Agreements, said specific provisions shall prevail only if they are in writing. In the other cases, these Conditions shall prevail.

**2. MODIFICATION OF ORDERS.** 2.1 Purchaser reserves the rights to modify, at any time, the following: (a) the specifications, samples and data of the good and/or services ordered, when said goods/services must be custom-made for Purchaser; (b) the shipping or packing method; (c) the place of delivery and (d) the shipping time. Should those modifications entail an increase or a reduction of the costs or of the time required to fulfil the Order, either the contractual price or the delivery schedule agreed upon, or both, shall be reasonably adjusted. Alternatively, in case of failure to reach a reasonable agreement between the parties regarding such modifications, Purchaser may, at his/her own discretion, cancel the Order as per Section 10 below. 2.2. In the cases as per 2.1 above, should Seller/Supplier fail to reply within 15 (fifteen) days from receiving an Order modification notice, the same will lose every right to adjust the price or the delivery date. 2.3 The price increases or the extension of delivery times shall not be binding for Purchaser if they are not documented by an Order modification notice issued and signed by Purchaser. 2.4 No replacement, change or modification to the goods and/or services ordered shall be made in the absence of the prior written authorization from Purchaser.

**3. DELIVERY, DELAY AND ADVANCE.** 3.1 Seller/Supplier undertakes to deliver the goods and/or provide the services by the absolute deadline set out in the Order, in compliance with the specifications, the templates or the samples approved by Purchaser and the prices agreed upon with the latter. In case of Seller/Supplier's failure to comply with the absolute deadline and with the aforementioned requirements, Purchaser shall have the right to terminate the Agreement, without prejudice to any other right or remedy, and shall not be liable for any undelivered goods and/or any services not provided due to Seller/Supplier's non-compliance. 3.2 If the shipment of goods is delayed for any reason, Seller/Supplier must promptly report it to Purchaser.

3.3 In the event of failure, delay and/or partial delivery, Purchaser has the right to exercise one or more of the following remedies at its sole discretion: (i) request the delivery, in whole or in part, of the goods subject to the delayed delivery, without prejudice to the provisions of paragraphs iv) and v) below; (ii) obtain a reduction purchase price; (iii) purchase from third parties, in whole or in part, a replacement for the goods subject to the delayed delivery, at the expense and

risk of the Seller/Supplier as to the possible positive difference between the price of the replacement purchase and the price agreed with the Seller/Supplier for the same goods, with the exclusive obligation to notify the Seller/Supplier, without prejudice to the provisions of paragraphs iv) and v) below; (iv) charge the Seller/Supplier a compensation for damages calculated at 2.5% of the entire fee (net of VAT), due for the Products subject to delayed delivery, or in a different percentage indicated in the Purchase order, for each week of delay, starting from the expected delivery date until the actual delivery date and/or fulfilment, also by deducting the compensation due, without prejudice to the greater damage suffered by the Purchaser as a result of the same; (v) refuse to accept further goods from Seller/Supplier; (vi) terminate, with immediate effect, the Order, in accordance with Article 10 below.

It is understood that acceptance by Alfasigma of early deliveries and/or delayed deliveries shall not and cannot in any way be understood as a waiver by the Purchaser of its own rights, pursuant to these General Conditions of Purchase and/or the Applicable Law, nor as a modification of the delivery terms.

3.4 Failure by Purchaser to demand from the Seller/Supplier the timely fulfilment of its obligations as per Article 3 shall not constitute a waiver of any of the provisions set forth herein, or a waiver to challenge any non-fulfilment by Seller/Supplier. 3.5 Seller/Supplier may not unreasonably advance the delivery of the goods if materials in excess of what is reasonably required to meet the Purchaser's needs provided for in the relevant delivery schedule have been purchased or made. 3.6 Failure by Purchaser to exercise the remedies it is entitled to with reference to any delivery cannot be considered a waiver with reference to any subsequent deliveries. 3.7 Goods received in advance of the delivery schedule agreed with the Purchaser may, at the Purchaser's option, be returned at the expense of the Seller/Supplier or accepted; the relevant payment will be suspended until the scheduled delivery date.

**4. SHIPPING, PACKAGING AND RISK OF DETERIORATION/DESTRUCTION.** 4.1 Shipments of all goods purchased will be DDP (Incoterms 2020). Purchaser shall have the right to monitor all shipments. All goods must be properly packed, marked with the Purchaser's Order number and shipped in accordance with the instructions and requests of the carriers, in order to obtain the lowest transport cost. Two copies of the transport documents shall be included in all shipments, bearing the date and number of the Order; the name of the Seller/Supplier; the code and/or drawing number and the name of the product; the date of shipment; the agreed place of delivery; the quantity of product for each delivery; and any other indication contained in the Order or required by applicable law. The transport document relating to the last delivery must bear the item "Order Completed". The Order number must be indicated on each individual piece, on the packaging and on the invoice. No costs are payable by Purchaser for boxing, packing, loading or boarding, unless such costs are specified separately on the transport documents. 4.2 All risks of deterioration/destruction, damage or delay in shipment relating to the ordered products shall be borne by Seller/Supplier until the ordered products have been actually received, checked and accepted by Purchaser. 4.3 Seller/Supplier is liable to the Purchaser for any loss or damage resulting from its failure to adopt suitable guarantees of protection during shipment. Any additional costs, charges or other rights arising from any deviation from the specified route, non-compliance with the shipping instructions, or incorrect description of the shipment in the transport documents will be borne by Seller/Supplier. Seller/Supplier undertakes to take out an All Risks insurance coverage or equivalent with leading insurance institutions, which therefore covers all risks related to transport and/or damage of the goods during transport, due to Seller/Supplier and/or third parties.

**5. TESTING, ACCEPTANCE AND REJECTION.** 5.1 All products purchased in accordance with these general terms and conditions of purchase (as well as all products being processed) are subject to verification and testing by Purchaser (or a public body where the goods are produced in relation to a contract stipulated with the public administration), at any time and, from time to time, before, during or after production and delivery. Where verification or testing is to be carried out at the premises of Seller/Supplier, the latter, without any additional charges, will provide all reasonable support and assistance, in order to ensure the safety of the

testers in the performance of their functions. In addition to any preliminary inspections, all goods are subject to final inspection and acceptance at Purchaser's plant or at another plant designated by Purchaser and, even in the case of payment already made, the goods are not considered accepted until the Purchaser's final testing and approval. 5.2 Purchaser's testing before, during or after manufacturing and delivery shall not in any way limit Purchaser's right to refuse the products, due to any latent defects. The products rejected by Purchaser may be returned to Seller/Supplier at the latter's expense. Seller/Supplier will not replace the defective products, unless expressly requested in writing by Purchaser.

**6. WARRANTIES AND REMEDIES.** 6.1 Seller/Supplier warrants that the goods and/or services to be furnished/provided in accordance with the Conditions and individual Agreements shall (a) be free and clear of all liens and encumbrances, (b) be merchantable; (c) be free from any defects in design, material or workmanship (latent or otherwise); (d) be new, not used, refurbished or re-constituted; (e) conform to Purchaser's specifications or the sample approved by Purchaser, to any representations with respect thereto previously made by Seller/Supplier, and be fit for the use intended by Purchaser; and (f) have been produced, processed, packaged, labelled, delivered and sold in conformity with all applicable laws, regulations and orders. The foregoing warranties shall survive inspection, delivery and payment, and shall run in favour of Purchaser, its successors and assigns and its customers, whether direct or indirect. 6.2 Seller/Supplier shall determine the particular purposes for which all goods and/or services purchased by Purchaser are required and shall utilize its skill and judgment to select and furnish suitable goods/services; Seller/Supplier acknowledges that Purchaser is relying on the Seller/Supplier to do so. 6.3 If any such goods shall be found to be unsatisfactory, defective or inferior in quality, or not to conform to Purchaser's specifications or any other requirements hereof (including the Seller/Supplier's warranties), Purchaser may, at its option and in addition to its other remedies, hold such goods at the Seller/Supplier's risk and expense pending the latter's specific instructions, or return them to Seller/Supplier for replacement, or refund. 6.4 Purchaser shall also have the right to cancel any unprovided portion of any Order. Purchaser shall be reimbursed by Seller/Supplier for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods, and Seller/Supplier shall assume all risk of loss or damage in transit to goods returned by Purchaser pursuant to the present terms and conditions of purchase.

**7. INDEMNIFICATION OBLIGATIONS.** 7.1 Seller/Supplier shall hold the Purchaser, its successors, assigns, and customers (whether direct or indirect) harmless and indemnified against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action for breach of contract) which they, or any of them, may sustain or incur as a result of Seller/Supplier's breach of this Agreement and/or of any claim of negligence, fraud, breach of warranty, personal injury or death, patent, trademark or any other intellectual property rights' infringement, strict liability in connection with the goods and/or services furnished by Seller/Supplier hereunder, or as a result of any claim that the goods and/or services provided by the Seller/Supplier fail to conform to or comply with any laws, regulations or standards, or based upon or arising out of any construction, installation, services or facilities provided by Seller/Supplier under or in connection with any Order.

**8. INTELLECTUAL PROPERTY RIGHTS.** 8.1 Seller/Supplier warrants that the sale or use of goods and/or services provided under this Agreement will not infringe or contribute to infringement of any intellectual property right of third parties and do not entail any obligation on the Purchaser or its customers (direct or indirect) to any royalties. 8.2 Seller/Supplier shall indemnify and hold harmless Purchaser, its successors and assigns and its customers (whether direct or indirect), against any and all losses, damages and expenses (including attorneys' fees and other costs of defending any action) which Purchaser may sustain or incur as the result of a breach of the warranty contained herein. 8.3 Seller/Supplier undertakes to do whatever is reasonably necessary to prevent the infringement by third parties of the Purchaser's intellectual property rights. 8.4 Seller/Supplier shall promptly inform Purchaser of any infringement of the Purchaser's intellectual property rights it may have become aware of, found out or even suspected, as well as any disputes raised by a third party owner of the alleged rights in conflict with Purchaser's rights, thus committing to do whatever is necessary to assist the Purchaser in undertaking or withstanding any legal action.

**9. NONASSIGNABILITY.** 9.1 Without the prior written consent of Purchaser, Seller/Supplier shall not (1) assign to third parties, in whole or in part, the Order or this Agreement or any rights or claims arising therefrom; or (ii) sublet or

otherwise assign to third parties any obligation or commitment arising from the Order or this Agreement.

**10. CANCELLATION OF ORDERS.** 10.1 Purchaser shall have the right to cancel the Order without cause, and Purchaser's liability for such cancellation shall be limited to Seller/Supplier's out of pocket cost for work and materials applicable to the cancelled Order, which shall have been suspended upon Seller/Supplier's reception of the notice of cancellation, reduced by the fair market resale value of such work in progress. 10.2 Purchaser may, at its option, cancel the Order without liability to the Seller/Supplier (except for conforming shipments previously accepted by Purchaser) in the event the Seller/Supplier shall become insolvent or the subject of bankruptcy, receivership or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder.

**11. NOTICES AND INSTRUCTIONS.** 11.1 If requested by Purchaser, Seller/Supplier shall promptly furnish the Purchaser in such form and detail as Purchaser may direct: (a) a list of all ingredients in the goods and/or services purchased hereunder; (b) the amount of one or more ingredients and/or services; and (c) information concerning any changes in or additions to such ingredients and/or services. Prior to and with the shipment of goods purchased hereunder, Seller/Supplier agrees to furnish to Purchaser sufficient warning and notice in writing, including appropriate labels on goods, containers and packaging of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Purchaser and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packaging shipped to Purchaser.

**12. MATERIALS.** 12.1 Purchaser shall have no obligation to furnish or pay for any design work, drawings, tools or other equipment required for the performance of the Order; provided, however, that Purchaser may, at its option, purchase any such good and/or service especially required by Seller/Supplier for the Order at the current value thereof on the Seller/Supplier's books for income tax purposes and any technical specifications so purchased shall be deemed furnished to Purchaser hereunder. 12.2 Any design, drawing, specification, photograph, sound track, tool or other intellectual property rights, equipment, material, part or information regarding design, manufacturing or the performance of services heretofore or hereafter provided to Seller/Supplier by Purchaser, or the cost of which has been paid by Purchaser or included in the aggregate price of the Order, whether or not separately itemized hereon, shall be and remain Purchaser's property (hereinafter referred to as "Materials"), shall be conspicuously identified as such in the Seller/Supplier's records and transcribed thereon; upon Purchaser's request, the Materials shall be treated as confidential information and shall not be used in processing or manufacturing goods and/or services for anyone other than Purchaser and, while in the possession of the Seller/Supplier, the Materials shall be the Seller/Supplier's responsibility and shall be adequately insured at the Seller/Supplier's expense for the benefit of Purchaser against loss or damage by fire or other hazard. 12.3 No change shall be made to the Materials without Purchaser's express written consent. Purchaser may revoke, at any time and at its option, the authorization to use the Materials, obliging Seller/Supplier to immediately cease any use of the Materials. 12.4 Without prejudice to the authorship and inventorship protected by the applicable laws, the Seller/Supplier agrees that any results whatsoever arising out of its performance of the Order, and any inventions and/or discoveries made and/or conceived by Seller/Supplier in connection therewith, shall be the exclusive property of Purchaser and Seller/Supplier expressly waives any right, claim, indemnification or exception with respect thereto. 12.5 The use of the Materials by Seller/Supplier is permitted solely and exclusively for the purpose of the execution of this Agreement. It is forbidden for Seller/Supplier to grant in use and/or to transfer, in whole or in part, the Materials to third parties. 12.6 Seller/Supplier undertakes not to adopt, use and/or register company names, brands, trademarks and/or distinctive signs which, even in part, coincide with the Materials or which are in any case similar or confusingly similar to them; moreover, Seller/Supplier undertakes not to register any domain names containing trademarks and/or distinctive signs of Purchaser, both in Belgium and abroad, with any extension and/or language. 12.7 The Materials must not be used for initiatives or situations contrary to mandatory laws, public order and morality.

**13. FORCE MAJEURE.** 13.1 Purchaser shall not be liable for any damage as a result of any delay or failure to accept delivery due to any act of God, act of the Seller/Supplier, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown or other labour difficulties, war, riot, epidemics, pandemics, delay in transportation, defaults of common carriers, inability to

obtain necessary labour, materials, or manufacturing facilities or, without limiting the foregoing, any other delays beyond Purchaser's control which shall affect Purchaser's ability to receive and use the goods or services. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

**14. PAYMENTS AND TAXES.** 14.1 Payment of the Order shall be made, by wire transfer in immediately available funds, 60 (sixty) days end of the month from the invoice date. The invoices shall be addressed to [finance.be@alfasigma.com](mailto:finance.be@alfasigma.com) with all the relevant information needed (such as order number, purchaser's direct contact, VAT applicable). 14.2 Should such information not be reported on the invoice, Purchaser will not be held responsible for delays in the payment of invoices. 14.3 Purchaser shall not be liable for any taxes, duties, customs or assessments in connection with the sale, purchase, transportation, use, or possession of the goods and/or services ordered hereunder.

**15. CUMULATIVE REMEDIES.** 15.1 The rights and remedies of Purchaser set forth herein shall be in addition to any rights or remedies which Purchaser may otherwise have.

**16. GLOBAL CODE OF CONDUCT AND ETHICS.** 16.1 Seller/Supplier declares to be aware that Purchaser has adopted a Global Code of Conduct available on the website [www.alfasigma.com](http://www.alfasigma.com). Seller/Supplier represents and warrants to Purchaser that for the duration of this Agreement it will comply with applicable laws, the codes of conduct of trade associations and the Purchaser's Global Code of Conduct and will cause its employees and all other persons acting on its behalf for the purposes of performing the activities contemplated by this Agreement to do the same. 16.2 Where applicable, Seller/Supplier acknowledges that this Agreement is subject to the provisions of the regulations included in Pharma.be's Code of Practice in relation to the transparency of transfers of value to Health Professionals and Health Organizations, and the corresponding rules issued by the European Federation of Pharmaceutical Industries and Associations (EFPIA).

**17. DATA PROCESSING.** 17.1 In accordance with the provisions of EU Regulation 2016/679/EU (hereinafter also only "GDPR" or "Regulation") as well as the Belgian data privacy laws and regulations (hereinafter also only "Privacy Code"), as subsequently amended and supplemented, all personal data shared between the parties will be processed, by each party, exclusively for the purpose of the execution of this Agreement or in order to comply with any applicable laws, EU Regulations and/or any regulations arising from requirements of the Belgian Data Protection Authority. Data will be processed with a manual and/or an automated system, according to the principles of legitimacy and correctness in such a way as to protect the confidentiality and rights of the persons concerned, in compliance with adequate security and data protection measures, including sensitive data or data disclosing health, as required by the Privacy Code and EU Regulations. In particular, should the processing of third parties' data on behalf of the other party be essential for the execution of this Agreement, each party undertakes to be appointed as Data Processor by the other party, without any additional charge, pursuant to Article 28 of the EU Regulation, with a separate agreement which shall be considered as part of this Agreement. Likewise, should the execution of this Agreement imply that both parties are co-data controllers, each party undertakes to be appointed as Joint Data Controller by the other party, without any additional charge, pursuant to Article 26 of the EU Regulation, with a separate agreement which shall be considered as part of this Agreement, in compliance with the reporting requirements for data subjects. Each party acknowledges and accepts that the other party's personal data (e.g. names, company email address, etc.), as well as the personal data of its employees/associates' involved in the activities defined in this Agreement, will be processed by the other party as Data Controller solely for the execution of this Agreement and in accordance with the Information of both parties pursuant to Article 13 of the GDPR (Purchaser's Information is available at the website <https://be.alfasigma.com/nl/privacy-notices/>), a document that the other party undertakes to bring to the attention of its employees/associates according to its internal procedures.

**18. CONFIDENTIALITY.** 18.1 Any information in any form provided by Purchaser to Seller/Supplier in connection with this Agreement or the knowledge of which may otherwise be acquired by Seller/Supplier hereunder shall be treated by Seller/Supplier as strictly confidential. Seller/Supplier undertakes to use any such information solely for the purposes of fulfilling its obligations under this Agreement and not to disclose such information to any person without the Purchaser's prior written consent. 18.2 Seller/Supplier acknowledges that the Materials provided by Purchaser, regardless of whether they are marked as "Confidential" or other similar definition, are strictly private and confidential and therefore Seller/Supplier undertakes not to use them, directly and/or indirectly,

and not to disclose them and/or in any case reveal them to third parties (orally, in writing and/or in any other form) for any purposes other than those strictly necessary for the fulfilment of this Agreement.

**19. SIGNING OF THIS AGREEMENT.** 19.1 This Agreement is concluded by the signing of this Order by both the Purchaser and the Seller/Supplier. 19.2 The Order is considered accepted by Seller/Supplier and constitutes a commitment to the supply of the goods and/or services identified in the Order according to the present terms and conditions of purchase, if Seller/Supplier, within 10 (ten) working days from the receipt of the Order, forwards via e-mail to Purchaser the acceptance of this Order duly countersigned where Seller/Supplier's signature is required. 19.3 Following the Order acceptance, the Order, together with the present terms and conditions of purchase and any other document specifically referred to as an integral part of the Order, will become a binding Agreement between the parties.

**20. GOVERNING LAW AND JURISDICTION** 20.1 These terms and conditions of purchase shall be governed by the laws of Belgium and shall for all purposes be construed and enforced in accordance therewith, excluding the conflict of law principles of such jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply. 20.2 Any claim or dispute which may arise out of or in connection with these terms and conditions of purchase shall be deferred to the exclusive competence of the Courts of Antwerp, division Antwerp, Belgium.

#### **21.**

##### **PHARMACOVIGILANCE/MATERIOVIGILANCE/VIGILANCE/COSMETOVIGILANCE.**

21.1 If applicable, in the event that Seller/Supplier becomes aware, while performing any assignment entrusted to him by Purchaser, of a suspected adverse reaction and/or a special situation related to the use of a Purchaser's medication and/or a suspected adverse reaction/incident related to a Purchaser's medical device use and/or a suspected side effect related to any consumption of a Purchaser's nutritional supplement and/or related to the use of a Purchaser's cosmetic product, Seller/Supplier must send a notification to Purchaser's email address [info.be@alfasigma.com](mailto:info.be@alfasigma.com) within 24 business hours after any employee of the Seller/Supplier has become aware of it, according to its working schedule. 21.2 All Seller/Supplier's personnel assigned to any task entrusted to them by Purchaser will receive a training on the collection and reporting methods of data related to Pharmacovigilance/Materiovigilance/Vigilance/Cosmetovigilance reports, according to the procedures provided by Purchaser.

**22. FINAL PROVISIONS.** 22.1 Failure to comply with the commitments defined in this Agreement by Seller/Supplier constitutes a serious breach of contract obligations and entitles the Purchaser to terminate this Agreement with immediate effect, without prejudice to the right to compensation for further damages. 22.2 In particular, should Seller/Supplier breach one of articles 3, 4, 6, 9, 12 and/or 16 of these General terms and conditions, the Order shall be considered terminated with responsibility for it bearing on the Seller/Supplier, upon simple reception of a registered letter with return receipt or certified email by Alfasigma, effective immediately as of said date of reception.