

GENERAL PURCHASE TERMS AND CONDITIONS

SPECIFIC PHARMA

1 Scope

- 1.1 Within the terms and conditions set forth herein, the supplier and Specific Pharma undertake to sell and purchase original pharmaceutical products.
- 1.2 By receiving a purchase order (PO) by Specific Pharma, the supplier abides that it has read and understood the terms and conditions as set out herein. The supplier abides that it consents to the terms and conditions.
- 1.3 Specific Pharma undertakes to comply with all statutory demands applicable to the pharmaceutical wholesale trade.
- 1.4 The supplier shall obtain and maintain all approvals, consents, licenses, and authorisations from any private or public authority necessary for the marketing and sales of the products. New licenses, approvals etc. shall be forwarded to Specific Pharma upon issuance.
- 1.5 The supplier warrants that the goods deliverable are of high quality and comply in every respect with the requirements of the order specification. In addition, the supplier warrants that the goods comply with all applicable statutory requirements and regulations at delivery time.
- 1.6 The supplier shall declare for every delivery batch that the products have been manufactured and released by local requirements. The supplier must have equivalent documentation stating GMP compliance if a declaration is unavailable. If neither is available, the supplier must fill in and sign a wholesaler statement, documenting that the above requirements are met and state the reason why it has not been possible to obtain relevant declaration.

2 Ordering and Delivery

- 2.1 Only written orders shall be binding for Specific Pharma. An order is valid for acceptance by supplier for three (3) business days. The supplier shall provide an electronic order confirmation with reference to Specific Pharma's order number, part number and name of the buyer. If part deliveries appear on an order, the supplier must provide a new electronic order confirmation within three (3) business days.
- 2.2 Specific Pharma requires products with an expiry of a minimum of eighteen (18) months at the time of delivery and shall have the right to change or cancel an order free of charge if the requirement is not met. Delivery of products with a shorter expiry requires written approval from Specific Pharma before delivery.
- 2.3 If Specific Pharma receives products that do not meet the requirement, Specific Pharma may reserve the right to return the products.
- 2.4 If supplier delivers part of an order, Specific Pharma will thereupon only be liable to pay the supplier the price of the delivered products.

2.5 The supplier must deliver the products Ex Works (Incoterms 2020) on the date and place designated in the PO or as otherwise agreed by Specific Pharma in writing. The supplier must notify Specific Pharma electronically before delivery with information consisting of an invoice, statement, delivery note, temperature requirement, weight, and dimension.

2.6 Specific Pharma must be informed in due time of any changes in order, delivery, or invoicing information prior to the execution of such changes.

3 Documentation and Packaging

3.1 The supplier shall provide Specific Pharma documentation concerning the product by the PO. Specific Pharma shall have the right to use all documentation that has been placed at its disposal for any authorised purpose and to place such documents at the disposal of authorities, the end user, or any other third party, as necessary in such connection.

3.2 The products must be suitably packaged and secured to ensure safe delivery. The packaging must identify the products and be accompanied by a packing list and statement describing the products and the quantity ordered, including references to Specific Pharma's PO number, product number and name of the recipient. The Supplier shall declare for every delivery batch that the products have been manufactured and released by local requirements. The supplier must have equivalent documentation stating GMP compliance if a declaration is unavailable. If neither is available, the supplier must fill in and sign a wholesaler statement, documenting that the above requirements are met and state the reason why it has not been possible to obtain relevant declaration. Delivery of products categorized in Falsified Medicine Directive (FMD) will be rejected for delivery at Specific Pharma. The wholesaler statement must include the following information,

- a) Invoice number
- b) Product name
- c) Market authorization holder
- d) Batch number
- e) Expiry date
- f) Quantity
- g) Reason why it has not been possible to obtain control report

Delivery of the products shall always include a temperature logger and the packaging must be marked outside with a label identifying packing with a temperature logger. Specific Pharma rejects products with no temperature logger that have not been adequately packaged, damaged, or identifiable. Specific Pharma reserves the right to complain within six (6) business days and expect a crediting of delivered products.

4 Inspection and Acceptance

4.1 Specific Pharma is not obliged to inspect the products upon delivery, and the supplier accepts that Specific Pharma will first examine the products and associated documentation when the products are put to use by Specific Pharma. If Specific Pharma discovers a defect, Specific Pharma will notify the supplier.

4.2 The inspections of the products and associated documentation by Specific Pharma do not relieve the supplier of its obligations. Specific Pharma may reject products that have been delivered in breach of the supplier's obligation.

5 Quality Assurance

5.1 Where deemed GxP relevant, the supplier is expected to meet required specifications and Specific Pharma's needs, perform as intended and are safe for their intended use. If relevant, these requirements shall be defined in a quality agreement agreed to by Specific Pharma and the supplier and shall always comply with applicable laws and regulations.

5.2 The supplier agrees to allow Specific Pharma, at its own cost, to audit relevant parts of the supplier's facility, production, and records during the supplier's regular business hour with reasonable advance notice to evaluate the supplier's quality management systems, e.g., processes and procedures. If, as a result of an audit, Specific Pharma detects a failure, and upon receipt of notice thereof from Specific Pharma, the supplier shall take all actions necessary to correct such failure without undue delay.

6 Sustainability

6.1 Expectations and standards. Supplier is expected to take steps towards becoming a more sustainable organization, e.g., works to lower their climate and biodiversity impacts. Specific Pharma encourages the work to align with international standards and follow best practices.

6.2 Data collection and audit rights. It is expected that Supplier collects data regarding sustainability measurement, and if not, Supplier will take action to implement such measures. Supplier shall share relevant data with Specific Pharma and allow Specific Pharma to report their sustainability-related data with concerning products procured by Specific Pharma and/or its Affiliates to an independent third-party platform in an anonymised form, as may be required for the purposes of external reporting or auditing.

6.3 Information accessibility. Upon request, Supplier shall grant access to Specific Pharma, its Affiliates and/or designated representatives for conducting assessments on Supplier's performance concerning sustainability.

7 Prices and Payment Terms

7.1 Prices are fixed as stated in the PO for each order.

7.2 The agreed price must include all applicable duties, fees, taxes (excl. VAT),

7.3 The supplier must inform price changes to Specific Pharma and a price change can only be valid by a written confirmation from Specific Pharma.

7.4 An invoice must be issued to Specific Pharma after correct delivery and completion of the goods. The invoice must include an adequate description of the goods, reference to Specific Pharma's PO number, product number, and name of the buyer.

7.5 Specific Pharma shall pay the supplier thirty (30) days net after receipt of a valid VAT invoice. Specific Pharma do not accept request for cash payments. If the supplier delivers defective goods, Specific Pharma will be entitled to withhold the payment for such goods until necessary remedial works have been undertaken or a final settlement reached by the parties.

8 Intellectual Property Rights

8.1 The supplier declares and accepts responsibility for the products not to infringe trademarks or other intellectual property rights ("IPR") of a third party.

9 Limitation of liability

9.1 Neither party shall be liable for any indirect consequential loss or damages (including but not limited to loss of profit).

9.2 The manufacturer has full product liability for the products.

10 Indemnification

10.1 The Supplier must defend, indemnify, and hold Specific Pharma harmless from and against any loss meaning any and all liabilities, claims, demands, cause of action, losses, damages, and expenses arising from any third-party claim made or brought against Specific Pharma including but not limited to:

- a) the breach of any obligation, covenant agreement, representation, or warranty by the supplier.
- b) infringement of any third party's trademarks or other IPR
- c) product liability

11 Force Majeure

11.1 Neither party shall be liable for any failure or delay in the performance of any of its obligations under the cooperation between the parties where its performance is delayed or affected by force majeure, including, but not limited to strikes, lockouts, labour disputes, fire, act(s) of governmental authorities or by any other contingency beyond the control of the party.

12 Confidentiality

12.1 Each party agrees and shall undertake to keep the terms and conditions of the cooperation between the parties confidential. Each party shall preserve secrecy and refrain from using, disclosing to third party or make public any trade-secrets of the other party and non-published confidential information concerning the products which have come to the knowledge of other party during the term of the cooperation between the parties.

This obligation shall not apply if:

- a) the disclosure is a requirement of law or public regulations,
- b) the using, disclosure or publication is required in order that the parties shall carry out its rights and obligations hereunder, and/or
- c) the information is previously known by the party to which it is furnished.

12.2 The above provisions shall survive the termination of the cooperation between the parties but shall automatically terminate five (5) years from the date of the last delivery to the customer.

13 Governing Law and Venue

13.1 The cooperation between the parties shall be governed by and construed in accordance with Danish Law.

13.2 The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

13.3 Any dispute or disagreement arising out of or in connection with the cooperation between the parties or the breach, termination or invalidity thereof shall be referred to mediation through the Danish Mediation Institute ("Mediationsinstituttet"). If in the opinion of one or more of the parties a dispute has arisen, any of the parties is entitled to submit a request to the Danish Mediation Institute for commencement of mediation. The mediation shall be conducted in accordance with the Rules on the handling of disputes at the Danish Mediation Institute ("Regler for behandling af sager ved Mediationsinstituttet").

13.4 Should the parties fail to settle the dispute within six (6) weeks following the appointment of the mediator, the dispute shall be subject to arbitration arranged by Danish Arbitration in accordance with the rules of arbitration procedure adopted by Danish Arbitration and in force at the time when such proceedings are commenced. Danish Arbitration shall also decide who shall pay the cost of arbitration including attorneys' fees.

13.5 Any writ of summons or complaint shall be deemed to be served in accordance with Danish Law when sent by registered letter to the receiving party.