

General Terms and Conditions of Purchase of Richter Pharma AG (GTCP) – as of September 2020

1. GENERAL INFORMATION

- 1.1. These general terms and conditions (hereinafter referred to as "GTCP RPAG") shall apply to all purchase, work and service contracts, regardless of how they are individually described, entered into by Richter Pharma AG (hereinafter referred to as "RPAG"), unless otherwise agreed in writing. The term 'Supplier' used below shall apply to any contractual partner commissioned with a delivery of goods ("delivery") or provision of work or services ("services").
- 1.2. By accepting an order and/or the award of a contract, but at the latest with the delivery or rendering the services Supplier accepts RPAG's order together with the GTCP RPAG in the version valid at a time as the exclusive subject matter of the respective contract.
- 1.3. Acts of performance or silence, payment of the performance on the part of RICHTER shall not signify acknowledgment of general or other terms and conditions of Supplier.
- 1.4. General terms and conditions of the Supplier, conditions of the Supplier that deviate from the order of RPAG or the GTCP RPAG (e.g. in the order confirmation) only become part of the contract if they have been explicitly confirmed by RPAG in writing and in any case only apply to the individual case.
- 1.5. If individual provisions in the GTCP RPAG prove to be ineffective, the effectiveness of the remaining provisions shall not be affected. In this case a provision shall be deemed agreed that corresponds most closely to the ineffective provision in financial and legal terms.
- 1.6. The GTCP RPAG can be viewed online at <http://www.richter-pharma.at> and can be downloaded and printed out.
- 1.7. RPAG is authorized to correct obvious errors, such as typographical and arithmetic mistakes in orders, offer acceptances and similar documents at any time.

2. OFFERS

- 2.1. Offers, cost estimates, plans, test certificates for technical devices and the like are always to be prepared by the Supplier free of charge, regardless of which preparatory work is necessary.
- 2.2. The deliveries/services offered by the Supplier must include all requisite material, ancillary work, equipment and all other services required to fulfill the offer as needed to satisfy the terms of the contract, even if they are not explicitly listed in the offer or contract.
- 2.3. By submitting an offer, the Supplier declares that all requirements to perform his delivery/services are given and that he accepts liability thereof. Once the offer is submitted, the Supplier may no longer object that the documentation forwarded by RPAG for preparation of the offer was ambiguous or erroneous.

3. CONCLUSION OF CONTRACT

- 3.1. The contract is concluded when RPAG confirms the Supplier's offer by means of a written order and the Supplier has not objected to the order in writing within 10 working days from the date of the order, stating the specific points of objection; an order confirmation from the Supplier with reference to its general terms and conditions does not meet the aforementioned contradiction requirements.
- 3.2. Orders, the conclusion of a contract as well as subsequent contract changes and amendments are only legally binding for RPAG, if they take place in writing. This also applies to a waiver of the written form requirement. The order of RPAG or a bilateral contract signed by RPAG and the Supplier finally contains all agreements between the contracting parties regarding the subject matter of the contract. No written or verbal side agreements have been made or are rendered irrelevant by the said contract.
- 3.3. A divergent acceptance of an order from RPAG, in particular in the form of an order confirmation with reference to the general terms and conditions of the Supplier, is to be seen as a new offer and requires the written confirmation by RPAG.
- 3.4. All declarations of intent and declarations on the exercise of the Supplier's right to influence a legal relationship by unilateral declaration, in particular notices of termination, reminders and deadlines must be in writing and sent to the company address in order to be effective: Richter Pharma AG, Feldgasse 19, A-4600 Wels or to the email address: office@richter-pharma.at.

4. DEADLINES/PERIODS, PACKAGING, DELIVERY, ACCEPTANCE

- 4.1. Delivery deadlines/periods announced or agreed by the Supplier are binding. Dates/periods are considered to be met if the receipt of the delivery by RPAG or the handover or acceptance (if agreed) of the service by RPAG is in time.
- 4.2. If the Supplier anticipates circumstances that could prevent him from delivering the goods or service on time or delivering the goods or service in the agreed quality, the Supplier must immediately inform RPAG in writing at office@richter-pharma.at. If the delivery or provision of services is not on time, RPAG is entitled to withdraw from the contract or to insist on delivery/provision of services at its discretion, even if the Supplier has complied with his obligation to inform.
- 4.3. If agreed dates or periods or the quality or number of the subject matter of the contract are not met, the statutory provisions on delay shall apply (even if the Supplier fulfils its obligation to notify RPAG). RPAG is entitled to request a penalty of 5% of the total order value per week in the event of a delay in the delivery and/or service of the Supplier up to complete delivery or service to a maximum of the total order value. RPAG shall reserve the right to assert compensation for damages over and above this amount.
- 4.4. The unconditional acceptance of the delayed or defective or incomplete delivery or service does not constitute a waiver of RPAG's claims under this title. The receipt of the delivery or service is contingent upon the absence of defects with respect to quantity, quality and timeliness. A confirmation of delivery receipt or payment of the invoice does not constitute an acceptance on the part of RPAG. The application of § 377 UGB (Austrian Commercial Code) is expressly excluded.
- 4.5. Partial deliveries are generally not permitted unless RPAG has explicitly approved them in writing in advance.
- 4.6. The place of performance for delivery / service on the part of the Supplier is the destination location specified in the order by RPAG, otherwise the registered office of Richter Pharma AG, Feldgasse 19, A-4600 Wels shall be the place of performance (DDP Incoterms 2010).
- 4.7. Delivery to the relevant destination location shall take place from Monday to Thursday between 7 a.m. and 3 p.m. and Friday between 7 a.m. and 12 noon.
- 4.8. These GTCP apply to deliveries including unloading, in particular with respect to the transfer of risk, transport, shipping and packaging costs and transport insurance costs, unless otherwise specified in the RPAG order. The transfer of risk only takes place after the deliveries have been inspected and approved by RPAG.
- 4.9. The Supplier undertakes to provide appropriate packaging that is in accordance with the applicable regulations and is secure and appropriate for the means of transport chosen in every case; where applicable, all packaging must be exempted from a system participant in accordance with the Packaging Ordinance.
- 4.10. Deliveries shall be accompanied unsolicited by the appropriate shipping papers that clearly show the description, type (e.g. dangerous goods) and quantity of the products supplied and any storage and operating instructions as well as safety and hazard instructions, and, if applicable, to point out additional necessary measures in connection with handling the goods delivered; otherwise, RPAG is authorized not to accept the deliveries and to send them back at the expense and risk of the Supplier and the Supplier shall indemnify and hold harmless RPAG in the event of claims by third parties in connection with missing information from the Supplier.

5. PRICES

- 5.1. Agreed prices are fixed net prices excluding value added tax and including all costs associated with the delivery and service of the Supplier; e.g. delivery costs, costs for quality management, functional and quality tests, packaging as well as documentation and any necessary permits and insurance, and apply free to the destination location. Exchange rate and currency fluctuations as well as bank charges are borne by the Supplier. The fixed prices exclude additional claims regarding wages or material price increases or the like. In principle, price increases on the part of the Supplier are only valid if they have been accepted in writing by RPAG.

6. INVOICING, PAYMENT

- 6.1. Unless specified otherwise, invoices shall be sent separately in one copy to the company address of RPAG: Richter Pharma AG, Feldgasse 19, A-4600 Wels, Austria, regardless of whether the invoices have been enclosed with the goods delivery or not. In addition to the order number, all order data, the mode of dispatch and the delivery note must be recorded on the invoices. The invoices must contain all information required by law and comply with VAT and customs regulations. In addition, the BIC and IBAN must be stated on the invoice; the Supplier is liable for any incorrect information.
- 6.2. Combining several orders into one invoice is not permitted, unless it has been specifically agreed to issue collective invoices.
- 6.3. Invoices are to be structured in such a way that the scope and content of delivery or services and the associated effort and costs are understandable.
- 6.4. Only invoices that comply with the above criteria are considered to have been issued in accordance with the contract, are processed by RPAG and provide a basis for the due date of the invoice amount. In the event that invoices have not been properly issued or there are complaints regarding the delivery or service the payment terms begin to run new after the defects have been eliminated. Payments may be held back by RPAG until defects have been eliminated by Supplier.
- 6.5. Deliveries or services are paid in accordance with the payment conditions specified in the order, otherwise, within 14 days less a 3% discount or within 30 days net, in each case from the date of receipt of the invoice by RPAG. Any payment, however, indicates neither an acceptance of the delivery nor acknowledgement of the propriety of the delivery or service.
- 6.6. In particular payments do not constitute a waiver on the part of RICHTER in connection with claims for performance defects, warranties and/or damage compensation in connection with the performance under the contract.
- 6.7. The Supplier is not authorized to offset his claims from RPAG against liabilities to RPAG. Cessions of claims from the Supplier vis-à-vis RPAG are not permitted without the written consent of RPAG. All bank fees of the recipient bank shall be borne by the Supplier.
- 7. GUARANTEE**
 - 7.1. The Supplier shall assume full liability for the execution of the delivery/performance of the services according to the order and compliance with all relevant legal provisions and standard rules. Deliveries and services shall reflect the properties customarily required and agreed, as well as those properties contained in the instructions for use, product specifications, explanations, prospectuses, advertising broadcasts and other information media, either public or accessible to RPAG, and must be able to be utilized in accordance with the nature of the business and the agreement made.
 - 7.2. The Supplier is obliged to inform RPAG of potential risks.
 - 7.3. The guarantee period lasts two years. It begins upon handover of the goods or rendering of the service according to these GTCP, in the event of hidden defects only once the defect has been discovered by RPAG.
 - 7.4. Deficiencies in goods and services upon handover and/or performance can be assumed to be refutable, if the deficiencies are noted within the guarantee period. Defects in deliveries that have not already been objected to upon handover shall be made known to the Supplier by RPAG upon discovery in written or oral form during the agreed guarantee period. The duty of the notice of defects under Austrian Commercial Law (section 377 of the UGB) is explicitly waived.
 - 7.5. In the case of a breach of the above guarantee, the Supplier undertakes to eliminate the defects that cause breach of the guarantee, or if the Supplier cannot eliminate the defects within an appropriate period of time, RPAG is entitled to request a price reduction or to cancel the contract and to recover the fees paid to the Supplier for the deficient delivery or service.
 - 7.6. In the event that the Supplier does not begin to eliminate the defect immediately after the deficiency notification, RPAG is entitled in urgent cases to undertake improvements itself or by third parties at the expense of the Supplier, in particular to prevent acute dangers or to avoid major damage.
 - 7.7. In the event of improvement, replacement or supplementary performance, the guarantee period begins again for the delivery or service provided to eliminate the defect. The conclusion of a maintenance contract does not replace or limit the guarantee obligations to be performed free of charge by the Supplier and its vicarious agents.
 - 7.8. The Supplier bears the damage and costs incurred by RPAG as a result of the defective delivery or service.
- 8. LIABILITY**
 - 8.1. The Supplier shall be liable for all damages caused by the faulty delivery or service on the part of the Supplier and its consequences as well as costs incurred by RPAG according to §§ 1293ff ABGB (Austrian Civil Code). The Supplier is liable for all vicarious agents. The statutory prescription period is 3 years from the time when RPAG becomes aware of the damage and the damaging party.
 - 8.2. At RPAG's request, the Supplier shall provide sufficient evidence of a (product) liability insurance in place appropriate to the scope and possible liability consequences in sufficient amount at the time the order is transmitted.
 - 8.3. The Supplier shall indemnify and hold RPAG harmless against all claims of third parties arising from the violation of these GTCP by the Supplier and its vicarious agents.
- 9. SUBCONTRACTORS**
 - 9.1. The Supplier is liable for all actions, omissions, performance and non-performance of its subcontractors or vicarious agents and is responsible for this as for his own (non) behaviour.
- 10. CONFIDENTIALITY AND DATA PROTECTION**
 - 10.1. The Supplier undertakes to treat the information received from RPAG and the terms of the contract ("confidential information") as strictly confidentially, not to disclose the confidential information to any third party, not to publish the confidential information and to use the confidential only for the contractual purpose.
 - 10.2. The Supplier undertakes to obligate its employees and other vicarious agents to confidentiality.
 - 10.3. The confidentiality obligation shall remain in force even after the contract has ended.
 - 10.4. The Supplier undertakes to comply with the applicable data protection law as amended from time to time. In particular, the Supplier assures that he guarantees the fulfillment of all legal requirements as a data controller or data processor as the case may be.
 - 10.5. The data protection declaration of RPAG, available at <https://www.richter-pharma.at/datenschutz/>, contains the relevant information on data protection acc. to Articles 13 and 14 GDPR.
- 11. FORCE MAJEURE**
 - 11.1. In the case of force majeure, such as war and warlike events, natural disasters or corporate strikes, RPAG is released from the obligation of acceptance for the duration of disruption and is also entitled to withdraw from the contract without the Supplier incurring claims against RPAG.
 - 11.2. Cases of force majeure that prevent the Supplier from fulfilling his obligations must be reported immediately in writing to RPAG and confirmed by the responsible chamber of commerce. Contractual obligations are considered suspended for the duration of such events. In this case, RPAG reserves the right to withdraw from the contract.
- 12. MATERIAL PROVIDED**
 - 12.1. Specifications, samples and other documents and devices provided by RPAG shall remain the sole intellectual and physical property of RPAG, if not otherwise communicated in writing and RPAG shall retain all rights in this respect. Material provided by RPAG may be used only for the purpose agreed, may be copied or made accessible to third parties only with the prior written consent of RPAG and should be treated as confidential at all times.
- 13. NON-INFRINGEMENT OF THIRD PARTY RIGHTS**
 - 13.1. The Supplier guarantees that the delivery or service does not infringe any third party rights, in particular intellectual property rights, which could impair or exclude the contractual use.

- 13.2. The Supplier shall indemnify and hold RPAG harmless against any and all claims asserted against RPAG by third parties caused by the violation of (intellectual property) rights by the deliveries or services as well as all costs and expenses of RPAG in connection with such third parties claims, including attorney's fees and costs of litigation.
- 13.3. In order to allow continued use, the Supplier will either immediately modify or replace the affected delivery/service to be non-infringing while preserving the contractually agreed characteristics, or purchase the required delivery/service at the Supplier's expense.
- 13.4. If the Supplier does not succeed with respect to the aforesaid alternatives, the Supplier will, at RPAG's discretion, take back the affected delivery/service and refund to RPAG any fees paid to Supplier for it or, upon RPAG's prior consent in writing, reduce the price according to the reduction in use; the latter however provided that the delivery/service is still useful for RPAG.
- 13.5. The Supplier compensates RPAG for all damage, expenses and costs in connection with the aforementioned violation, including the expenses and costs for the purchase of a replacement for the delivery/service concerned.
- 14. COMPLIANCE**
- 14.1. The Supplier confirms and undertakes to comply at all times with all applicable laws, regulations and governmental requirements, especially those that penalize bribery, corruption, acceptance of benefits by a public official and granting of undue advantage, as well as to possess and maintain the necessary permits which are relevant for the fulfillment of its obligations under these GTCP RPAG. The Supplier shall not engage in direct advertising measures vis-à-vis RICHTER's employees.
- 15. WRITTEN FORM**
- 15.1. All agreements, subsequent additions, changes and ancillary agreements shall be in writing.
- 16. APPLICABLE LAW**
- 16.1. Austrian law shall apply, but the UN CISG as well as legal standards that refer to laws in other countries shall be ruled out.
- 17. PLACE OF JURISDICTION**
- 17.1. The place of jurisdiction for all disputes regarding the business relationship between the Supplier and RPAG, especially those that arise from or in connection with these GTCP, is the responsible material court in Wels.

ADDITIONAL PROVISIONS FOR THE PURCHASE OF PHARMACEUTICAL PRODUCTS ("GTCP PP RPAG")

1. SCOPE

- 1.1. These additional terms and conditions of purchase of pharmaceutical products ("AEB PP RPAG") amend the GTCP RPAG and apply to all deliveries of pharmaceutical products by the Supplier including any associated components (includes the end product suitable for distribution, finished product, semi-finished products, raw materials and additives, as well as primary and secondary packaging materials) as well as any services in connection with pharmaceutical products including related components of the Supplier and apply analogously to food supplements, (dietary) foods and medical devices.

2. QUALITY MANAGEMENT/DOCUMENTATION REQUIRED

- 2.1. The goods and services supplied must comply with applicable legal regulations, acknowledged specialist rules (including but not limited to GDP and GMP) and the state of the art of science and technology, even if this has not been explicitly spelled out in the offer, order or contract.
- 2.2. The Supplier shall set up and at RPAG's request provide proof of an appropriate quality management system (e.g. ISO 9000 et seq.).
- 2.3. RPAG is authorized to review the effectiveness of the quality management system at any time by means of a QM audit or process audit at the Supplier's registered office or other relevant premises. The Supplier is not authorized to request compensation of the costs of such an audit.
- 2.4. Supplier shall meet all applicable contractual or customary documentary requirements and shall maintain the appropriate records and keep the documentation and test documents for ten years after the last delivery/service has been rendered. RPAG may request longer retention period if needed. RPAG reserves the right to review the documentation and/or test documents at any time.

3. SHORT SHELF-LIFE

- 3.1. If delivered goods indicate an expiration date, RPAG reserves the right to return such quantities to the Supplier with a shorter remaining term than the agreed one or than the industry-standard. Returns are at the risk and expense of the Supplier; the Supplier shall issue a credit note at the price originally invoiced.

4. PRICE DECREASES

- 4.1. In the case of price decreases customary in the pharmaceutical business, RPAG shall invoice the Supplier the difference between the originally higher purchase price and the lower price applicable at the time of the price decrease for the products still stored at RPAG.

5. GUARANTEE and LIABILITY

- 5.1. Supplier guarantees that the pharmaceutical products supplied to RPAG
- o are manufactured in compliance with current Good Manufacturing Practices (GMP);
 - o meet the requirements to be sold in the relevant territory, particularly are conforming to the pharmaceutical products' specifications as laid down in the marketing authorizations for such products,
 - o are free from defects,
 - o are distributed in accordance with current Good Distribution Practices (GDP);
 - o are delivered properly in accordance with the respective product specific delivery conditions and
 - o shall at the time of delivery by Supplier have a remaining shelf life of at least 75% of the total shelf life.
- 5.2. The Supplier shall also be liable for the completeness and accuracy of the information or statements contained in the certificates, specifications or test reports and shall confirm his knowledge of and compliance with relevant standards, as well as all laws and other regulations of relevance to the delivery or service. In the case of raw materials and packaging for further processing the Supplier shall forward to RPAG the applicable specification at least once a year.
- 5.3. In the event of changes to the specification, the Supplier shall inform RPAG with a 12 months prior written notice and shall obtain RPAG's approval. RPAG is in any case entitled to withdraw from the contract, even if the Supplier has complied with his obligation to inform. If RPAG does not exercise its right to withdraw from the contract in the event of an unauthorized change of a supplier of raw materials, the warranty period is extended by 12 months.
- 5.4. The Supplier acknowledges that a test of raw materials prior to processing at RPAG is possible only on a random sample basis and that one can determine only during processing and/or when checking finished goods, whether impeccable raw materials, additives, etc. have been delivered. In the case of goods (raw materials) that are processed, or for which processing is continued, by RPAG, therefore, the guarantee period begins only once the goods are used in processing.
- 5.5. In the event that a production shutdown results from untimely deliveries or other faulty performance, which are not the result of force majeure, the Supplier shall be liable for all damage resulting to RPAG and/or a RPAG customer or for the avoidance of costs due to such a production shutdown or damages, especially for labor costs.

ADDITIONAL PROVISIONS FOR THE PURCHASE OF SOFTWARE AND IT-SERVICES ("GTCP IT RPAG")

1. SCOPE

- 1.1. These additional terms and conditions of purchase of software and IT-services ("GTCP IT RPAG") amend the GTCP RPAG and apply to all software deliveries of the Supplier (as an independent product or as part of a supplied hardware, software parts (patches, fixes) as well as new

versions or updates of the above-mentioned software, which are provided by the Supplier as part of the warranty or as part of software maintenance services) as well as all IT services (software maintenance, customizing, parameterization, development services and other IT services) provided by the Supplier.

2. RIGHTS OF USE

- 2.1. The Supplier grants to RPAG including the companies of the Fritsch Richter Group the mandatory use rights in accordance with §§ 40 d, e UrhG (Austrian Copyright Act; "freie Werknutzung") to the software for its intended use. The scope of the intended use in the sense of § 40d paragraph 2 UrhG shall be subject to RPAG's order and these GTCP IT RPAG or a contract countersigned by RPAG.
- 2.2. Unless otherwise expressly agreed and confirmed in writing by RPAG, the scope of the intended use in the sense of Section 40d (2) UrhG is defined with the exclusive, irrevocable, transferable, unlimited in terms of geographic, content and time right of use within the meaning of Sections 14ff UrhG.
- 2.3. In the event of software development for RPAG, the Supplier provides RPAG with the source code and documentation without additional charge.

3. IT-SERVICES

- 3.1. The content and subject of the IT services, the duration, an (possibly automatic) extension and the termination options shall be subject to the order of RPAG together with the GTCP IT RPAG or the contract countersigned by RPAG.

4. GUARANTEE

- 4.1. The Supplier guarantees that the software functions as described in the corresponding program documentation and that it complies with the agreed service level agreements for online and cloud services.
- 4.2. The Supplier guarantees that the IT services are provided professionally and in accordance with industry standards. In the case of a contract for work, the supplier guarantees the agreed result. When IT services are provided, the warranty period begins with the acceptance of the software by RPAG, i.e. with the signing of a positive acceptance report.
- 4.3. If the software is provided for a limited period of time (e.g. subscriptions, cloud services), RPAG is no longer obliged to pay for the duration and to the extent that it is unusable, based on the service description of the delivery.