

GENERAL SALES CONDITIONS

1. SCOPE

These general sales conditions (“**Agreement**”) are made by and between the buyer (“**Buyer**”) of the products identified in the orders (“**Products**”), and THERAVIA SAS, registered under Trade Register N° Nanterre 816420301, having its registered address at 16 rue Montrosier, 92200 Neuilly-Sur-Seine, France, (“**Seller**”). Buyer and Seller are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”. The Agreement prevails over the general terms of purchase of Seller. Any supplemental conditions written in the front of a purchase order shall not prevail over the Agreement.

2. ORDERS

- 2.1. Order – Once Seller has confirmed an order in writing, it shall be deemed to be a firm order (“**Order**”) meaning that the sale cannot be cancelled for convenience without Seller’s approval.
- 2.2. Specifications – Seller shall supply to Buyer Products that complies with the specifications detailed in the list of criteria and requirements for which the Products must comply according to the applicable registration dossier (“**Specifications**”). The Parties shall comply with currently applicable Good Storage, the Good Distribution Practices, and with the storage and handling instructions set forth in the Specifications including, but not limited to, temperature and health and safety requirements. Buyer shall not re-package or re-label any of the Products and shall not alter any Product, package or label except as specifically authorized by Seller in writing.
- 2.3. Delivery Terms – The transfer of risk shall be made in accordance with the EXW Incoterm 2020 except as otherwise agreed between the Parties in the Order.
- 2.4. Return – Without prejudice to the foregoing, Buyer shall not return any Products to Seller without the prior written consent of Seller.

3. QUALITY CONTROL

- 3.1. General. Any employee or person acting in the name of Buyer shall be deemed its representative for the purposes of the shipment acceptance procedure. Any failure of Buyer to duly and timely notify Seller of any Major Problem or Latent Defect (as defined below) in any delivery of Product within the applicable time frame provided below shall be construed as an irrevocable acceptance of the said delivery of Product. In such a case, the delivery of Product shall be deemed to be of good condition and to comply with the Specifications.
- 3.2. Major Problem. Immediately upon delivery of the Product, Buyer shall, through visual examination (i) carefully inspect each shipment of Product with respect to quantities, damages and defects, and, (ii) more generally, to the correspondence of the delivered Product with the Specifications and the packing list accompanying such shipment. In the event of a major problem (damaged containers, leakage, improper tubing, alteration in the cold chain etc., hereinafter “**Major Problem**”), Buyer shall i) notify such Major Problem to the carrier immediately upon receipt of the Product, ii) have the Major Problem specifically noted and detailed on the consignment pages of the carrier, and iii) have such papers signed by the carrier’s employee. In this case, Buyer shall within 24 hours communicate by facsimile or email a copy of the signed consignment pages to Seller. For the sake of clarity, Products having a Major Problem after this 24-hour period shall not be replaced or repurchased by Seller.
- 3.3. Latent Defect. Where the aforesaid procedure cannot reasonably be followed for reasons to be duly demonstrated by Buyer as well as in the case of latent damages, defects or discrepancies with the Specifications (hereinafter “**Latent Defect**”) not discernible at delivery by visual inspection, Buyer shall notify Seller, in writing, of any such problem without delay and at the latest within 72 hours after Buyer’s having knowledge of the Latent Defect.
- 3.4. Remedy. If Buyer complies with the above procedure, and if the Product is recognized by Seller as defective (either Latent Defect or Major Problem) Seller shall at its election and at Buyer’s sole remedy, either issue a credit note for the invoice value of the defective Products or make delivery of new Products. If Products are recognized by Seller as defective (either Latent Defect or Major Problem) Buyer shall, at Seller’s expense and request, either return the Product to Seller’s designated address, or destroy the Product. In this case, Buyer shall provide Seller the appropriate documentation regarding such destruction.

4. PHARMACOVIGILANCE

Buyer will report within 1 working day from Buyer’s awareness to pvdepartment@theravia.com all information relating to any “Adverse Reaction” or « Specific Situation » (as defined by the current GVP of the European Medicine Agency, « **PV Case** ») relating to the Product: i) Date/time of receipt of the PV Case; ii) Description of PV Case ; iii) Product’s name; Reporter’s details (name, address, and occupation); iv) Patient Details (age or age range, date of birth, initials and sex). Such information (« **Report** ») shall be also reported to the local pharmacovigilance authorities. Seller shall confirm receipt of the Report. If Buyer does not receive such confirmation within 2 working day, the Report shall be sent again at the same email address. If applicable, Seller may contact Buyer to perform reconciliation.

5. RECALL

- 5.1. Recall due to manufacturing. A regulatory agency or Seller may require Buyer to recall the Products due to a defect in the manufacture, processing, packaging or labelling of the Products or any other matter whatsoever occurring prior to the transfer of risks in the Products to Buyer. If a regulatory authority requires such recall, Buyer shall immediately within one (1) business day from awareness notify Seller and review with Seller the proposed manner in which the recall is to be carried out. In such cases, the recall shall be carried out by Buyer wholly at the cost of Seller in as expeditious manner as possible and in such a way as to comply with good public health practices and to attempt to cause the least disruption of sales of the Products in the country where the Product is delivered (“**Territory**”) and to preserve the goodwill and reputation of the Products and reputation of Buyer and Seller.
With respect to any recall resulting from a defect in the manufacture of the Products by Seller or a defect in the packaging or labelling by Seller of the Products or for any other non-compliance with the Specifications, Seller shall credit to Buyer an amount equal to the purchase price paid by Buyer to Seller for shipments of Products so recalled. On the contrary, for any recall resulting from faulty handling, storage or transport by Buyer, Buyer will not be exonerated from its obligation to pay Seller the purchase price of the defective Products.
- 5.2. Recall due to the handling. A regulatory agency or Seller may require Buyer to recall any Products in respect of which risk have passed to Buyer, due to a defect in the Products resulting from the handling, storage or transportation or any other matter whatsoever occurring after delivery of such Products to Buyer. In case a regulatory agency requires such recall, Buyer shall immediately notify Seller of such event and of the proposed manner in which such recall is to be carried out. In such cases of recall, the recall shall be carried out by Buyer, wholly at the cost of Buyer, in as expeditious a manner as possible and in such a way as to comply with good public health practices and to attempt to cause the least disruption of sales of the Products in the Territory and to preserve the goodwill and reputation of the Products and the goodwill and reputation of Buyer and Seller.

6. PRICE AND TERMS OF PAYMENT

- 6.1. The prices of the Products shall be negotiated between the Parties in the Order. The Prices are exclusive of any applicable taxes. Buyer shall pay any import or other duties or taxes or charges, levies, assessments.
- 6.2. Payments shall be made within 30 days from receipt of the invoice by Buyer.
- 6.3. Should Buyer fail to pay in due time any amount of money due to Seller in relation with the supply of Products, Seller shall be entitled to i) withhold or otherwise cancel any future delivery of any Products; and ii) apply penalty interest calculated from the due date to the date of actual payment, at the statutory defined annual default interest rate (defined by the French authorities), such interest to be accrued on a weekly basis; and iii) invoice Buyer a lump sum of 40 € for debt collection.
- 6.4. No title in the Products shall pass from Seller to Buyer until receipt by Seller in full of the price of the Products and all other sums due from Buyer. Until payment in full by Buyer, the Products shall be held by Buyer as fiduciary for Seller and will be kept regularly identifiable as the ownership of Seller. Buyer is under an obligation to store the Products correctly and to insure them against loss or damage until they are paid for. Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Seller. Should Buyer do so, all amounts owing by Buyer to Seller shall (without prejudice to any other right or remedy of Seller) forthwith become due and payable.
- 6.5. All payments hereunder shall be made by bank transfer in EUROS to the following Seller’s bank account.

7. LIABILITY - WARRANTY

Except as expressly provided herein, Seller makes no warranty of any kind, express or implied, of merchantability or fitness of the Products for any particular purpose. In no event shall Seller be liable for any indirect or consequential loss or any loss of profit, incurred by Buyer or any other person, howsoever caused.

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Seller shall not be responsible for any damages or any losses (including loss of goodwill) resulting from the purchase, handling, storage, transportation, use or sale of the Products by Buyer after the transfer of risk in Products to Buyer.

8. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform any of its obligations under this Agreement if such delay or failure is due by an event of beyond its control (a “**Force Majeure**”), provided that this event is “*unpredictable*” (event could not be foreseen), and “*irresistible*” (impossible to find another commercially acceptable solution). A Party claiming to be unable to perform the obligations shall promptly inform the other Party of the existence of such Force Majeure event. In case the Force Majeure event continues or is expected to continue for more than 1 month as of the notification, the Parties shall consult together in order to find a mutually acceptable solution. In case the event continues or is expected to continue more than 3 months, either Party may terminate this Agreement and related Order.

9. CONFIDENTIALITY

The prices and rebates of Products shall be considered by Buyer as Seller’s confidential information. Buyer shall use it solely for the Agreement and shall not disclose it to third parties. This provision shall survive the termination of the Agreement for a period of 3 years.

10. COMPLIANCE

Each Party agrees to comply with all applicable laws on anti-corruption, tax evasion, competition, anti-slavery and human trafficking, anti-money laundering, and export controls and sanctions issued by the United States, the United Kingdom, the European Union (EU), the European Economic Area (EEA) and the United Nations.

To enable Seller to meet its traceability and pharmacovigilance obligations, Buyer shall not, without Seller’s prior written consent, sell or distribute the Products, directly or indirectly, (i) outside of the Territory, or (ii) where the Territory is an EU or EEA Member State, outside of EU and EEA, and/or (iii) for any use other than the approved indications and in accordance with the marketing authorization terms, and/or (iv) on a “named-patient” or “special” basis (or equivalent). The Buyer shall not sell or offer the Products to any third party without requiring such third party to comply with the restrictions set out in this clause.

11. APPLICABLE LAW AND DISPUTES

The Agreement shall be exclusively interpreted in accordance with the laws of the France and any dispute shall be exclusively submitted to the competent of the court of Paris. Neither our invoices nor our acceptance of cheques or any other negotiable instruments as payment shall constitute a novation or operate as a waiver of this jurisdiction clause. The Parties agree that the United Nations convention on contracts for the international sale of goods, signed in Vienna on 11 April 1980, shall not apply.

12. ENVIRONMENT:

Seller complies with the environmental laws and follows in particular the life cycle of the packaging of the products (ADEME ID n°: FR205142_01RYHJ).