ICE PHARMA TERMS AND CONDITIONS OF SALE

DEFINITIONS:

Applicable Law: all ordinances, rules, regulations, laws, guidelines, and requirements of a competent authority applicable to the manufacturing of Product by Seller.

Buyer: any person who buys Product from the Seller.

Contract: the contract between the Seller and the Buyer in accordance with these terms and conditions.

Product: any product set out in a Purchase Order accepted by the Seller.

Protected Person: ICE S.p.A., any company that controls, is controlled by, or is under common control with ICE S.p.A., any equity holder in any of the foregoing.

Purchase Order: any purchase order proposed by Buyer and capable of acceptance by Seller. When a purchase order is not binding unless it is accepted in writing by Seller.

Seller: ICE S.p.A. or any other company that controls, is controlled by, or is under common control with ICE S.p.A. and which has accepted the relevant Purchase Order in writing in the capacity of Seller.

Specifications: specifications, quality standards and testing methods for Product.

1. BASIS OF CONTRACT: A contract shall arise between Seller and Buyer on Seller’s written acceptance of a Purchase Order issued by Buyer on these standard terms and conditions of supply, except where the Seller and the Buyer are parties to a separate agreement governing the acceptance of orders through a purchase order mechanism in which case the terms and conditions of that agreement shall continue to apply. Quotations issued by Seller shall constitute an offer to treat and shall be available for acceptance by Buyer by submitting a proposed Purchase Order in relation to such quotation within a maximum period of 30 days from the date of issue but may be withdrawn by Seller by oral or written notice at any time prior to Seller’s acceptance of any Purchase Order. No modification, variation or other terms or conditions, other than those stated herein, whether contained in Buyer’s Purchase Order or elsewhere shall be binding on Seller, and are hereby expressly rejected, unless agreed to in writing between the parties and signed by a duly authorized representative of Seller. These terms and conditions are not an acceptance of any other terms.

2. PRICE AND QUOTATION: Unless otherwise agreed in writing, Product will be supplied to Buyer at the price last quoted by Seller in writing. Seller has the right to alter prices previously quoted without any minimum notice period. Buyer shall be advised of any price alteration where a written Purchase Order is affected. Each Purchase Order shall, unless otherwise instructed by Seller in accordance with the applicable quote, specify the Product being ordered, intended quantity of Product ordered, required delivery date or dates, delivery location, special shipping instructions, packing instructions, contact names, and intended delivery terms. A purchase order received by Seller prior to the date of delivery set forth in the purchase order shall be binding on Seller if it agrees to the contract terms. If a purchase order is not accepted by Seller, the Seller shall so indicate in writing to Buyer, and Buyer shall be advised of any minimum notice period.

3. SPECIFICATIONS: Buyer hereby agrees that Specifications, as identified on each Purchase Order, shall be Seller’s standard Specifications of such Product, unless parties agree otherwise pursuant to a quality agreement.

4. TITLE AND RISK: Risk of loss of Product sold shall pass to Buyer at the time the goods are delivered to Buyer. If delivery is not made to Buyer’s premises and Seller in its absolute discretion, delivers the Product to any other address, title to Product shall pass to Buyer upon receipt of full payment by Buyer of the purchase price. Seller shall be entitled, but not obligated, to retain title to the Product as security for all obligations of Buyer to Seller. Seller shall have the right, at its sole discretion, to resell the Product and apply the proceeds toward Buyer’s indebtedness. If the Seller exercises any such right, Buyer shall be liable to Seller for any deficiency in the proceeds of resale. Any expenses incurred in connection with the disposition of the Product or in connection with the exercise of this right shall be borne solely by Buyer.

5. PAYMENT AND CREDIT TERMS: Seller shall invoice Buyer prior to dispatch of Product. Invoices are payable within 30 days of the date of the invoice in the currency indicated on the invoice by wire transfer to the bank account as indicated on the invoice. Unless otherwise agreed in writing, in which case the provisions in clause 4 shall apply, Seller shall only dispatch the Product to Buyer after receipt in full of the invoice in full, unless otherwise agreed in writing after counterparty or withholding (other than any deduction or withholding of tax as required by law and provided that such deduction or withholding shall be without prejudice to the provisions of clause 14 (Taxes) below). In the event that a shipment of Product is sent prior to payment of the respective invoice and Buyer is notified to pay for such payment prior to the agreed purchase price, Seller has the right, in its sole discretion, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate the Contract and seek all available remedies from Buyer. Furthermore, if Buyer fails to make a payment under the Contract, Buyer shall have no right to return the Product, and Seller shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause 5 shall accrue each day at 4% per annum above the Bank of England’s base rate from time to time.

6. WARRANTY: Seller warrants that it has the right to convey good title to the Product and that the Product will be delivered free of all liens and encumbrances not set out in this Contract. Seller further warrants that Product will be manufactured in compliance with Applicable Law and Specifications, and, to the extent expressly applicable to a specific Product pursuant to a stated Seller, in compliance with gMP and the Seller’s DMP filed with the FDA or other equivalent Health Authorities. Any specification and description given are for identification purposes only and do not form part of these terms and conditions of any agreement, contract, or any Document, and are given without any liability on the part of Seller. SAVE AS PROVIDED IN SECTION 12 OF THE SALE OF GOODS ACT 1979 AND AS EXPRESSLY STATED IN THIS CLAUSE 6, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE CUSTOM AND INDUSTRY PRACTICE ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE BY LAW. To the extent that Product is manufactured or supplied in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller from and against all liens, costs, expenses, damages and claims, and in connection with any claim made against the Seller for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the Seller’s use of that specification.

7. LIMITATION OF LIABILITY: It is understood that Seller has no control over the ultimate use of the Product by Buyer or any such facilities Seller’s manufacturing, delivery or other means, shall be binding on Seller. Once a Purchase Order has been duly issued by Buyer, the Proposal or, if applicable, be returned. Seller shall be liable to Buyer for any loss of profits, business or contracts or other indirect, special or consequential loss, expenses or other claims whether arising from negligence, breach of contract or any other claims for compensation arising from the supply of any goods or services or performance of any work. Seller shall not be liable for any representation, advice or recommendation given by any of its employees concerning the storage, use or disposal of the Product. Seller is of the above and the Buyer has been informed in writing. This limitation will apply even if the other Party has been advised of the possibility of such damage. Notwithstanding the above and any contrary statement in the contrary to this Agreement, the total liability of Seller for all losses or damages under these terms and conditions shall be limited to the value of the Product in the RELAVENT PURCHASE ORDER. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE CONTRACT. Nothing in these terms shall limit liability for fraud or any other liability that cannot be legally excluded.

8. EXCLUSIVE REMEDY: If upon delivery to Buyer the goods appear not to meet the Specifications (“Defect” and “Defective” shall be construed accordingly), Buyer has 90 calendar days from the date of delivery to test and determine, at its own cost and expense, the suitability and conformance to the agreed upon Specifications. If Buyer acting reasonably determines the Product is Defective, Buyer must notify Seller in writing within such 90 calendar day period setting forth the details of such defect, including but not limited to, the nature of a defect, an independent laboratory, agreed to both Buyer and Seller, will evaluate and determine if the Product is Defective. If the Product is Defective, Buyer shall return the Defective Product to Seller. Seller shall not be required to accept the Defective Product with written consent. In the event Seller supplies Defective Product to Buyer, Buyer’s remedy consists of, at Seller’s option, replacement of non-conforming goods with conforming Product within 60 calendar days from the date with the existence of the Defect is confirmed or return of the purchase price. If the Buyer does not make any notification to the Seller within the 90-calendar day period referred to above the Product shall be deemed to be free from Defect and the Seller shall have no liability for Defects in connection with that Product. To the maximum extent permitted by law, the remedies provided in this Clause 8 shall be exclusive and in lieu of any other right, action, defence, claim or remedy of Buyer provided by law or otherwise (including this Contract) in connection with or by virtue of the presence of Defects in the Product. In particular, for the avoidance of doubt, to the maximum extent permitted by law: (a) neither action, defence, claim or remedy of Buyer provided by law or otherwise (including this Contract) in connection with or by virtue of the presence of Defects in the Product, nor (b) Seller does not represent and warrant, nor undertake, that the Product is fit for any use Buyer intends to make of the Product.

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ICE S.p.A.

Tax and VAT no. IT 01227810353 - R.E.A. RE 169836 – Foreign Trade Position no. RE 00386 – Corporate Capital €120,000.00 fully paid up
9. FORCE MAJEURE: Seller shall not be in breach of this Contract nor liable for delay in performance or failure to perform, any of its obligations under the Contract if such delay or failure results from conditions beyond Seller's reasonable control, including, but not limited to, acts of god, fire, flood, windstorm, epidemics, quarantines, war, embargoes, acts or omissions of government authorities, strikes, labour disputes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment, delay by suppliers, other government actions affecting the supply chain or any other similar event not within Seller's control. In the event Seller is unable to supply the Product in the total volume as required by its customers collectively, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days' written notice to Buyer.

10. DELIVERY: Seller shall deliver the Product to the location as indicated in the Purchase Order accepted by Seller. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seller shall not be liable for any delay in delivery of the Product that is caused by a force majeure event (as outlined in clause 9) or by Buyer's failure to provide adequate delivery instructions to Seller, nor shall any delay entitle Buyer to terminate or rescind the Contract. Seller may deliver the Product by instalments, which shall be invoiced and paid for separately. Each instalment shall be deemed to be a separate contract and Seller's liability hereunder shall be governed by the law governing such separate contracts. In an instalment shall not entitle Buyer to cancel any other instalment. Any person signing for a delivery made by or on behalf of Seller at the notified delivery address shall be deemed as providing absolute proof of delivery. If Buyer fails or refuses to take delivery of the Product within Buyer's normal working hours on the date of delivery, or if Seller is unable to deliver on time due to Buyer's failure to provide adequate delivery instructions, Seller shall store the Product and Buyer shall pay all related costs and expenses (including insurance). The risk of loss or damage to the Product shall pass to Buyer on delivery. If Buyer takes delivery or collects the Product within 14 calendar days after the date of delivery, Seller may rescind the Contract and recover damages from Buyer. No variations to any delivery of Product required by Buyer shall be binding on Seller unless agreed in writing, including, as part of such agreement, any change in price arising as a consequence to the Buyer's variation to delivery of Product. Seller will provide for freight insurance, as per ago INGOTERMIS 2020.

11. SHIPPING: Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof.

12. ROUTING: The destination routing of shipments will be at the Seller's option.

13. DEFAULT: If Buyer (i) fails to furnish shipping instruction within sufficient time as specified in clause TT; (ii) fails to order any shipment hereunder within the time specified in the Purchase Order, (iii) refuses to accept delivery or payment or to tender delivery payment hereunder when due, or (iv) fails to perform in any other respect according to its obligations set out in the terms herein (each of which shall be a material breach of contract), Seller shall have the right to declare such default as (a) a total breach of the entire Contract, and/or (b) partial breach of Contract.

14. TAXES: Buyer shall pay, in addition to the prices quoted or invoiced by Seller, any use, sales, excise or value added tax, duty, custom, inspection or testing fee or any other tax, fee or charge of whatever nature, which may be payable on the purchase of Product required by Buyer or which may be levied or imposed on or with respect to the Product by the Buyer, the Seller, the government (including by deduction or withholding of amounts by the Buyer), the amount shall be added to and become part of the price payable to the Seller for such goods or services or otherwise such amounts shall be reimbursed to Seller.

15. TERMINATION FOR BREACH: Without prejudice to any other rights or remedies available to the Seller, the Seller may terminate this Contract with immediate effect on written notice to the Buyer if: (i) without prejudice to limb (iv) below, the Buyer commits any material breach of the Contract, and if such breach is remediable, fails to remedy the breach within 5 business days of notification in writing; (ii) the Buyer takes (or is the subject of) any step or action in connection with its administration, insolvency or bankruptcy including if it files a voluntary petition in bankruptcy, has a receiver appointed to any of its assets, it ceases to carry on business, makes an assignment for the benefit of creditors, suspends, threatens to suspend, suspends or threatens to suspend or to cease to carry on all or a substantial part of its business, is adjudicated as bankrupt or becomes insolvent; (iii) the Buyer suspends or threatens to suspend all or part of its business; or (iv) the Buyer fails to pay any amount due under this Contract on the due date for payment. Seller may immediately deliver the Product to a third party and use the proceeds. Buyer shall immediately pay to Seller all of Seller's outstanding invoices and interest. Termination, pursuant to this clause shall not preclude any other legal or equitable remedy which is available to the terminating party, including the right to claim damages for any breach of the Contract prior to the date of termination. Any provision that expressly or by implication is intended to come into or continue force or on after termination of the Contract shall remain in full force and effect.

16. ASSIGNMENT: The rights and obligations under this Contract are not assignable by Buyer unless in writing and signed by Seller.

17. RETURNING: Without prejudice to clause 8 (Exclusive Remedy), Seller is not obligated to accept returns or to issue credits. Any goods returned by the Buyer shall be held in good order by the Seller at Seller's discretion, Buyer will be liable for handling charged by Seller's carrier for the return of Product.

18. CONFIDENTIAL INFORMATION: All information that Seller has disclosed to Buyer pursuant to the purchase of Product defined herein shall be deemed as confidential information of Seller, including, without limitation, any technical or scientific information ('Confidential Information') and all such Confidential Information is the exclusive property of Seller. Such confidential information shall not be disclosed, copied, duplicated, transmitted or used by Buyer, except for a Permitted Disclosure. 'Permitted Disclosure' means (i) any disclosure of information to Buyer's employees, officers, representatives, contractors, subcontractors or advisors who need to know such information for the purposes of exercising the Buyer's rights or carrying out its obligations under the Contract and whose actions and/or omissions shall be deemed to be the actions and/or omissions of the Buyer for the purposes of the Contract, or (ii) a disclosure as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority. If either party is required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority to disclose Confidential Information, the party required to disclose the Confidential Information shall, prior to such disclosure, notify the other party of such requirement and shall co-operate with any reasonable requests of the other party in connection with the confidentiality or limiting of the disclosure of such Confidential Information.披露信息不得未经保密信息通知情况下披露保密信息。若披露保密信息，则必须由双方共同确认信息的保密性。

19. INTELLECTUAL PROPERTY: Seller hereby retains its entire right, title and interest to and any and all intellectual property of any kind, existing prior or arising during the term of this agreement, whether or not protectable under patent, trademark, copyright or similar laws, including, without limitation, any intellectual property relating to the manufacture of the Product, and the purchase of which defines the ownership of intellectual property in the disclosure or release of Confidential Information. Any Confidential Information shall survive any assignment, grant, option or licence or other transfer of any right to Seller's intellectual property. Nothing in this Contract will be construed as any representation or warranty by the Seller that the design, manufacture, use or sale of the Product does not infringe any third party intellectual property rights.

20. INTENDED USE / RESTRICTIONS: Product is manufactured by Seller specifically for intended use of Buyer. No other use, manufacture, transfer or export by Buyer to a third party is permitted without express written permission of Seller.

21. DATA PROTECTION: Buyer undertakes to Seller that it shall comply with all Data Protection Legislation insofar as that any personal data (as defined in the Data Protection Legislation) is shared by Buyer with Seller. “Data Protection Legislation” means applicable data protection legislation and privacy legislation in force from time to time in the United Kingdom including but not limited to the EU General Data Protection Regulations 2016/679, the Data Protecetion Act 2018 and the Privacy and Electronic Communications 2003 SI 2003/2468 all as amended or replaced by further United Kingdom legislation.

22. COMPLIANCE: Buyer shall comply with all statutes, laws and regulations that are binding upon it in the territory in which it operates including but not limited to all environmental laws and applicable prohibitions and restrictions in the territory in which the Buyer operates. The Buyer agrees that (i) its use of the Product provided by the Seller shall comply with applicable economic sanctions and export control laws and regulations maintained by the United States, European Union or its member states, United Kingdom, United Nations or any other authority (collectively, “Sanctions”); and (ii) it shall not take any action that would cause the Seller or its affiliates or personnel to be in violation of Sanctions. Buyer agrees that it will not transfer or reexport the Products provided by the Seller to, or use the Product provided by the Seller for the benefit of, any person who is (i) the subject of Sanctions; (ii) located, organized, or ordinarily resident in a jurisdiction that is the subject of countrywide or sectoral economic or financial sanctions imposed by the United States, European Union or the United Nations, or any similar event not within Seller's control. In the event Seller is unable to supply the Product or is not able to supply the Product due to circumstances beyond Seller's reasonable control, including, but not limited to, any third party, governmental or regulatory authority to disclose Confidential Information, the party required to disclose the Confidential Information shall notify the other party of such requirement and shall co-operate with any reasonable requests of the other party in connection with the confidentiality or limiting of the disclosure of such Confidential Information. Disclosure shall be made to any person who is not a party to the Contract, which shall be capable of amendment by an agreement in writing between the parties to the Contract. Except as expressly stated in this clause 25, a person who is not a party to the Contract shall have no rights under the Contract (Rights of Third Parties Act 1999) to enforce any of these terms and conditions or any Contract.
26. **WAIVER**: No failure or delay by Seller to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. **SEVERANCE**: If any provision or part-provision of the Contract becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 27 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. **GOVERNING LAW AND JURISDICTION**: The Contract, and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation), shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.