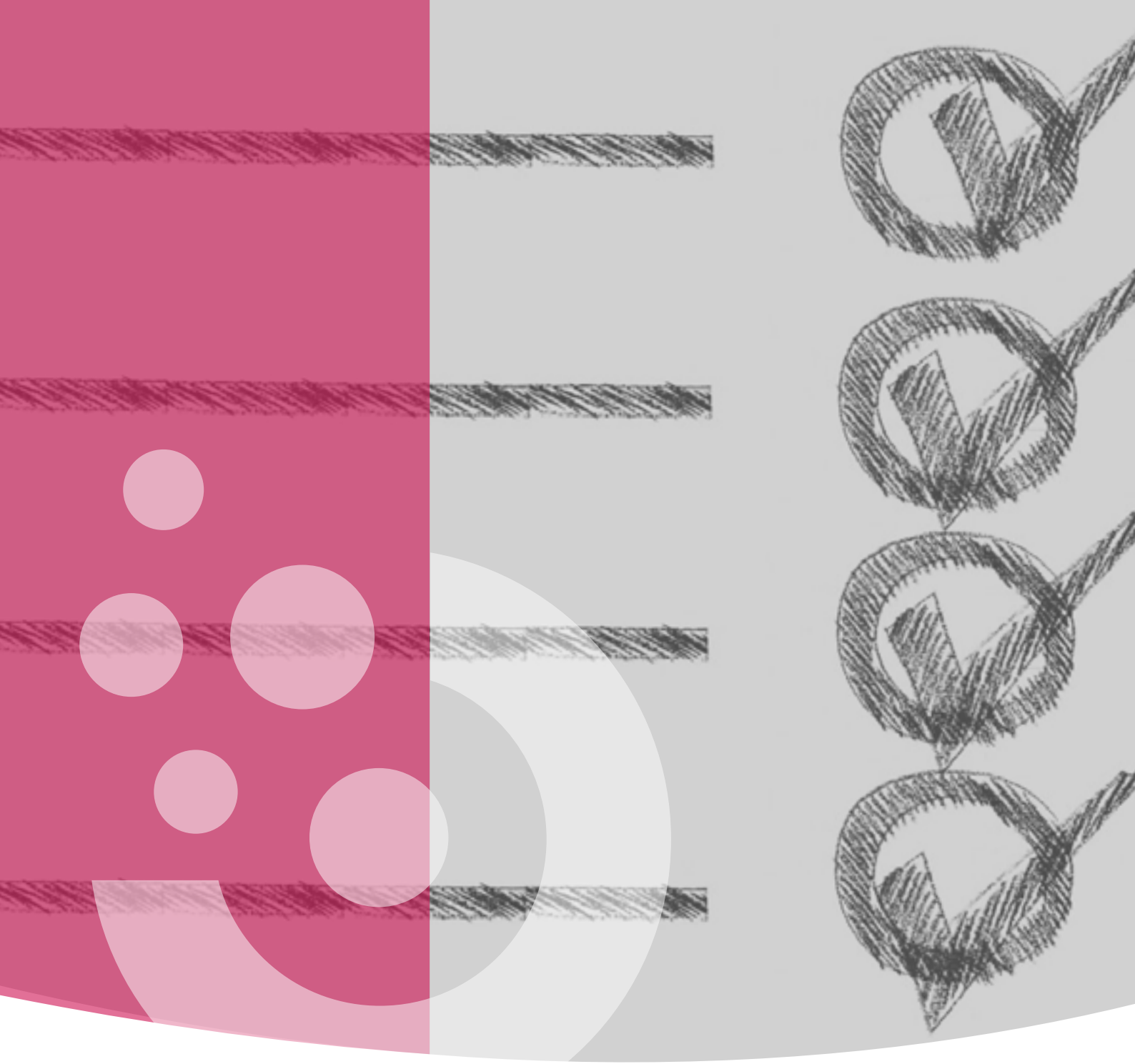

General Conditions of Purchase (May/01/2022)
(the "Conditions of Purchase")
of
Arevipharma GmbH
("Arevipharma")

arevipharma

Manufacturing health.

1. Scope of Application

1.1 These Conditions of Purchase apply exclusively to all business relationships between the negotiating partner or contractual partner (in each case the **"Supplier"**) and Arevipharma.

1.2 Deviating conditions of the Supplier are only binding if Arevipharma agrees to them in writing. These Conditions of Purchase also apply if Arevipharma, despite being aware of deviating conditions, accepts the service provided by the Supplier without reservation.

1.3 Individual agreements between the Supplier and Arevipharma take precedence over these Conditions of Purchase. The written agreement with or confirmation by Arevipharma is decisive for proof of their content.

1.4 All legally material declarations and notifications such as setting deadlines, reminders, declarations of rescission and termination must be in writing.

1.5 These Conditions of Purchase apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

1.6 These Conditions of Purchase also apply to future transactions with the Supplier, even if they are not expressly agreed again.

1.7 If, due to the nature of the Supplier's service or a corresponding agreement, the result of the service is subject to acceptance, acceptance shall take the place of delivery in these Conditions of Purchase.

2. Conclusion of Contract, Offers and Cost Estimates

2.1 The Supplier is required to confirm each order by Arevipharma in writing within 3 (three) business days of receipt, stating a binding price and time of performance. If this confirmation is not made within the aforementioned period, Arevipharma is no longer bound to its order.

2.2 All offers and cost estimates from the Supplier are prepared by the Supplier at its own expense.

2.3 By accepting the order, the Supplier confirms that it has read and understood Arevipharma's terms and conditions.

3. Prices, Invoices and Payments

3.1 Unless otherwise agreed, all prices stated in the order are net prices. Value-added tax shall be shown separately.

3.2 The price stated in Arevipharma's order is binding and firm. It includes all of the Supplier's services, including in particular packaging, transport costs, insurance premiums, customs duties and any consumption taxes.

3.3 Invoices are to be sent in twofold copies, repeating the information from the order, to:

Arevipharma GmbH
Finanzbuchhaltung
Meissner Strasse 35
01445 Radebeul
Germany

Each invoice may only refer to services from one order. Arevipharma is not responsible for delays caused by non-compliance with these requirements.

3.4 Payment will be made within 60 (sixty) days after proper delivery to the place of performance and after invoicing. If payment is made within 10 (ten) days, Arevipharma is entitled to a discount of 5 (five) %. Arevipharma shall not owe interest on maturity.

4. Delivery and Transfer of Risk

4.1 Delivery is always in accordance with *DDP Incoterms® (2020)*. The place of delivery is the registered office of Arevipharma in Radebeul, Germany.

4.2 The agreed delivery date is binding.

4.3 The Supplier is obliged to inform Arevipharma without undue delay in writing if it becomes apparent to the Supplier that the delivery date cannot be met**.**

4.4 If the Supplier exceeds the agreed deadline, Arevipharma is also entitled to a contractual penalty of 0.3% of the net order value per day up to a maximum of 5% of the net order value, unless the Supplier is not responsible for the exceedance. Arevipharma retains the right to the contractual penalty, even if Arevipharma does not reserve the right to do so when accepting performance.

5. Packaging

Delivered goods are to be packaged by the Supplier in such a way that damage during transport is avoided. The packaging material used must comply with the respective legal requirements, must be environmentally friendly and may only be used to the necessary extent. The ownership of the packaging passes to Arevipharma. At Arevipharma's request, the Supplier will take back the packaging or Arevipharma will dispose of the packaging at the Supplier's expense.

6. Retention of Title, Set-Off and Rights of Retention

6.1 Retention of title by the Supplier is excluded. The delivered goods become the property of Arevipharma upon delivery. The agreement of a simple, expanded or extended retention of title is hereby excluded. In any case, Arevipharma is entitled to process the delivered goods or to dispose of them in any other way without further ado, in particular without permission or notification.

6.2 Offsetting and the assertion of rights of retention are only permitted if the Supplier's counterclaim is undisputed or has been legally established. The objection of the unfulfilled contract remains unaffected.

7. Warranty, Liability and Other Performance Disruptions

7.1 The Supplier must provide its service free of material and legal defects and, insofar as a specific quality has not been agreed, in particular in accordance with the legal provisions applicable to the Supplier and Arevipharma in accordance with the state of the art in science and technology.

7.2 The statutory provisions on defective performance apply in principle.

7.3 The place of performance for subsequent performance is the location of the item. Subsequent performance includes any removal and removal as well as the installation of the replacement delivery.

7.4 Arevipharma is also entitled to remedy the defect itself at the Supplier's expense if the Supplier is in default or a request for subsequent performance by the Supplier is unreasonable for Arevipharma. Arevipharma may request an advance payment from the Supplier for the expenses required to remedy the defect.

7.5 The limitation period for claims by Arevipharma due to defects is 36 months from the transfer of risk, unless the law provides for a longer limitation period. The statute of limitations is tolled for the period between the notification of defects by Arevipharma and the remedy of the defect.

7.6 Further claims of Arevipharma shall remain unaffected.

8. Incoming Goods Inspections

8.1 Arevipharma only owes an incoming goods inspection with regard to obvious defects, completeness and identity of the delivered goods. Such defects will be reported to the Supplier within 10 (ten) business days after delivery, other defects within 10 (ten) business days days after their discovery. Such a notification of defects within this period is timely. A notification of defects does not lead to the restriction of any rights of Arevipharma under any circumstances.

8.2 In the case of services that are subject to acceptance, there is no obligation to inspect incoming goods.

9. Documents, Confidentiality

9.1 Arevipharma reserves the property rights and copyrights to all documents provided as part of the business relationship, regardless of the form. The Supplier may only use these for the purposes of the business relationship. They may not be made accessible to third parties without the written consent of the Supplier [sic]. After the end of the business relationship or as soon as the documents are no longer required, they must be returned without being asked or destroyed with the consent of Arevipharma.

9.2 The Supplier is obliged to maintain the confidentiality of all business, operational or technical matters of which it becomes aware in connection with the business relationship, even after the end of the business relationship, unless this information has become public knowledge or Arevipharma has waived confidentiality in writing. These obligations are unlimited in time.

9.3 The Supplier may only refer to the business relationship with the written consent of Arevipharma.

10. Rights of Use

10.1 The Supplier transfers to Arevipharma the exclusive, perpetual right to publish, distribute, reproduce, edit and otherwise exploit all ideas, concepts, drafts and designs provided by the Supplier and commissioned by Arevipharma. The rights granted above extend to all types of use. The granting of rights in this provision expressly includes the right to transfer data to third parties.

10.2 The above granting of rights is settled with the respective price paid by Arevipharma.

11. Product liability

11.1 The Supplier must indemnify Arevipharma against third-party claims for damages, costs, expenses and other disadvantages resulting from product defects, insofar as the cause lies within its sphere of control and organization and it is itself liable in the external relationship.

11.2 Within the scope of this obligation to indemnify, it is also obliged to reimburse any expenses incurred by Arevipharma and to replace damage resulting from a product defect or a field measure carried out in connection with a product defect. The field measures include in particular recall campaigns and warnings. As far as possible and reasonable, Arevipharma will inform the Supplier about the content and scope of such field measures and give it the opportunity to comment within 2 (two) business days.

11.3 The Supplier undertakes to maintain product liability insurance with a coverage of EUR 10 Mio per claim. At the request of Arevipharma, the Supplier must provide written evidence of the existence of the aforementioned insurance coverage without undue delay.

11.4 Further claims by Arevipharma remain unaffected.

12. Import and Export regulations, customs

12.1 Supplier acknowledges that products including software and technology ("Goods") as well as corresponding technical services may be subject to export or import control as well as customs regulations restricting (re-)export, transfer or disclosure. The Supplier shall comply with all applicable export and import control regulations as well as customs regulations.

12.2 If the Goods are subject to restrictions or licensing requirements under applicable export control regulations, the supplier shall inform Arevipharma of such restrictions accordingly in writing. Upon request, the Supplier shall provide information and other assistance necessary for the classification, export documentation, determination of licensing requirements, export permits, etc. of the goods provided to Arevipharma under this Agreement.

12.3 Imported Goods shall be delivered duty paid. For all Goods delivered, customs tariff numbers of the country of origin shall be indicated, for (according to Dual-Use Regulation (EU) 2021/821) listed Goods also the export list number as well as the ECCN in case the Goods are subject to US re-export regulations. Separate supplier declarations indicating the country of origin and customs tariff number shall be provided at Arevipharma's request at the Supplier's own expense. If long-term supplier declarations are used, Arevipharma must be notified immediately of any changes in the information provided therein and a new long-term supplier declaration must be sent. The binding wording for the respective supplier declaration can be viewed on the pages of the customs administration. The Supplier shall allow inspections by the customs authorities and provide any necessary official confirmations.

12.4 In the case of deliveries and services from a country outside Germany which is a member of the EU, the Supplier shall provide its EU VAT identification number.

12.5 The aforementioned data shall be provided directly to Arevipharma's purchasing department.

12.6 All adverse consequences of incomplete or failed notification or missing or incomplete documents shall be borne by the Supplier.

13. Place of Jurisdiction, Choice of Law

13.1 The entire legal relationship between the Supplier and Arevipharma shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 Place of jurisdiction for all litigation is Dresden. Arevipharma is also entitled, at Arevipharma's option, to sue the Supplier at the court of its registered office or branch or at the court of the place of performance.

14. Severability Clause

Should any provision of these Purchasing Conditions or other agreements be or become invalid or unenforceable in whole or in part, or should a gap be found therein, the validity of the remaining provisions shall not be affected.