

GENERAL SALES CONDITIONS

1. OBJECT

These General Sales Conditions ("GSC") shall apply to any supply of products ("Products") purchased by customer ("Customer") from Copan Italia S.p.A. ("Copan"); Customer and Copan are hereinafter individually referred to as "Party" and, jointly, as "Parties". The purchase order ("Order") and the specifications and/or description of the supply ("Specifications") that the Parties may agree in writing, shall be binding between the Parties. In ordering the Products, the Customer may employ its standard forms; however, nothing in these forms shall supersede the terms of these GSC and the Specifications. In case the Customer is not the final user of the Products (e.g. Partner, Distributor, etc.) and/or anytime this GSC refers to an obligation or burden on the final end-user of the Products, Customer commits to transfer such obligation or burden as is to the final end-user, through a separate agreement between Customer and the final end user; in case the final end-user does not fulfil such obligations or cover such burdens, Customer is jointly liable with final end-user toward Copan.

2. OFFER, PURCHASE ORDER, LEAD TIME

Offer issued by Copan will be valid for the period stated therein. Should the period not be specified, the offer will be valid for 30 days from the date of its issuance. Customer shall submit written purchase orders to Copan indicating the order date and number, the required Product code and quantity, the requested delivery date, as well as the unit price and the total price; any Order shall not bind Copan, unless Copan expressly accepts it. Copan shall confirm in writing the expected lead time and shipping date no later than 5 working days after the receipt of purchase order. Once the shipping date is confirmed by Copan, the order cannot be modified by Customer. Only orders above a value of Euro/Dollar 1.000 are accepted.

3. DELIVERY'S CONDITIONS

Deliveries of ordered Products shall be FCA, Copan premises, according to Incoterms® 2020, unless otherwise agreed in writing between the Parties. Copan shall pack each Product in a manner suitable for export shipment by air and/or sea and/or truck in accordance with Specifications. Title to the Products passes to Customer upon payment of the relevant invoice to Copan by Customer. Title to the Products passes to Customer upon full payment (100%) of the Product by Customer.

4. PRICES

The price Customer shall pay for the Product is stated in Copan's offer. This price is the net price, FCA, Copan premises (Incoterms® 2020) and does not include the taxes for import or consumption or other costs (customs duties, VAT, internal consumption duties, etc.), whose burden shall be borne by Customer, unless otherwise agreed in writing between the Parties. Customer shall pay each order in Euro within 30 days net from invoice date, through bank transfer, on the account indicated by Copan, unless otherwise agreed in writing between the Parties. Customer undertakes to respect with the utmost diligence the payments terms agreed in this GSC. Any invoice amount not paid when due will bear interest at maximum rate allowable by applicable law. It is understood that Copan shall have the right to suspend the supply of the Product and any related activities, until full payment of any outstanding invoices is received.

5. WARRANTY AND LIMITATION OF LIABILITY

Copan represents and warrants that the Products are manufactured in accordance with the applicable Product Specifications and are free from defects in materials and workmanship. The warranty shall not cover defects caused by accident, Customer's or end user's negligence, improper use or maintenance or by any other reason beyond Copan's control. Copan warrants that the Products will operate in conformance with the Product Specifications throughout their shelf-life. Copan shall indemnify Customer against product liability claims asserted by third parties relating to damages sustained as a result of defective Products, provided that such use was consistent with the Product insert and, in any case, only if the Product's shelf-life has not expired. Copan shall not indemnify Customer or any third party, should the claimed damages be caused by non-compliance to the Product insert. In any event Copan shall reimburse Customer exclusively within the limits, terms and conditions of the product liability insurance policy held by Copan. Copan shall not be liable for any indirect, incidental, exemplary or consequential damages, including without limitation, any claim for damages based on lost revenues or profits, unless such damages were caused by Copan's intentional or gross negligent act or omission. In no event shall Copan be liable for any costs or damages arising from any act or omission of Customer or any third party, including, without limitation, relating to the modification, handling, storage and marketing of the Products by Customer or to Customer's failure to provide its employees, agents and customers or other third parties with adequate instructions as to the proper handling, use and disposal of the Products.

6. NOTIFICATION OF DEFECTS

Customer shall notify Copan of visible defects (meaning defects that are visible from an inspection of the packaged Products) within 8 working days after delivery; in case of non-visible defects, within 5 working days since detection by Customer. If defects are detected by third parties, within 5 working days since Customer has been notified by such third party; in case of defect occurred in an incident to a patient or user, Customer shall notify Copan without any delay from the third-party notification. In the event that any shipment of Products is not accepted by Customer due to any non-conformity with the Product Specifications, or as a result of a cause occurred prior to the shipping, Customer shall, if so directed by Copan in writing, promptly return some samples of the shipment that was rejected by Customer. Copan, at its own discretion, shall, within a reasonable period and soonest possible considering the entity of the complaint, send a replacement shipment of Products conforming, or credit to Customer a sum equal to the value of the defective or non-conforming Products.

7. CONFIDENTIALITY

Customer agrees that it shall treat as confidential information all documents and information furnished by Copan relating to the Products including copies, extracts, reproductions and translations thereof clearly marked as confidential and/or confidential by their nature, whether disclosed orally or in writing or in any other form. Customer expressly agrees not to disclose, directly or indirectly, the confidential information provided by Copan to any third parties (person or entity), unless the prior written consent of Copan has been obtained. Customer may disclose confidential information to its duly authorised representatives, employees, shareholders, management board or affiliates on a need-to-know basis and shall be liable to Copan for any breach hereof by such authorised representatives, employees or affiliates. Customer expressly agrees not to use Copan's

confidential information except as expressly authorised by Copan in writing. It is also agreed that all confidential information shall remain the sole and exclusive property of Copan. Upon Copan's request, Customer shall promptly return to Copan all documents embodying any confidential information.

8. INTELLECTUAL PROPERTY RIGHTS

Each Party retains all rights, title and interest and all proprietary rights in and to its own proprietary materials and information. Copan has obtained and will maintain all the necessary ownership of intellectual property rights, licenses and/or approvals under any applicable laws and regulations for the manufacture, sale, and export of the Products. All intellectual property rights resulting from any work carried out by Copan to adapt the Products to the Customer's or final end-user's needs or at the specific request to Copan, shall belong to Copan. Anywhere such intellectual property is granted protection, Copan reserves the right to take legal action against any party who manufactures, imports, uses, sells, or offers for sale products covered by Copan's patented technology without permission/license from Copan.

9. FORCE MAJEURE

If the full or partial performance of the supply and/or any obligation hereunder is prevented, restricted or interfered with by reason of any cause beyond the control of the affected Party ("Force Majeure Events"), the Party so affected, upon written notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use all reasonable efforts to avoid or remove such cause or causes of nonperformance, and shall continue performance hereunder with all reasonable dispatch when such cause or causes are removed. If the Force Majeure Event prevents, hinders or delays the affected Party's performance of its obligations for a continuous period of more than 90 days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 90 days written notice to the affected Party. In this section Force Majeure Events include but are not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes, drought, pandemic, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of a Party or of its subcontractors; or acts or threats of terrorism.

10. EARLY TERMINATION

Customer declares it is aware of the adoption by Copan of the [Organization, Management and Control Model as per Legislative Decree no. 231/2001](#) and undertakes to abstain from conduct that could constitute the potential offences set forth in the Decree (regardless of actual perpetration of the offence and of its punishability). Customer's failure to observe this commitment is considered by Copan as a serious default and grounds for termination of the contractual relationship due to default pursuant to article 1453 of the Italian Civil Code and shall entitle Copan to terminate it with immediate effect.

11. PRIVACY POLICY

Customer declares it has read, understood and accepted Copan's [Privacy Policy](#), according to articles 13 and 14 of Reg. UE 679/2016 concerning the protection of natural persons



with regard to the processing of Personal Data. Customer authorizes Copan to process its personal data limited to the use and purposes laid down in the Privacy Policy.

12. APPLICABLE LAW AND JURISDICTION

These GSC shall be governed by and construed in accordance with the laws of Italy. The Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the court of Brescia, Italy.