



## **GENERAL SALES CONDITIONS**

### **1. SUBJECT**

These General Sales Conditions ("GSC") 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 are 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.

Unless otherwise agreed in writing between the Parties, Customer undertakes to distribute the Products solely within its own Country of incorporation. Any sales or distribution activities outside such territory shall constitute a material breach of these GSC. If Customer is not the final user of the Products (e.g., a Partner, Distributor, etc.), and/or whenever these GSC impose an obligation or burden on the end-user, Customer agrees to pass on such obligations or burdens to the end-user through a separate agreement. Should the end-user fail to fulfill these obligations or bear these burdens, the Customer shall be jointly liable with the end-user toward Copan.

### **2. OFFER, PURCHASE ORDER, LEAD TIME**

The commercial offer issued by Copan is valid for the period stated therein. Should the expiration period not be specified, such offer is meant to 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 does 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. SHIPPING'S CONDITIONS**

Unless agreed otherwise in writing, the Orders for the Products are received by Copan and sold to Customer FCA Copan, premises in Brescia, Italy, according to Incoterms® 2020. The risk of loss, damage, or destruction of any Products, regardless of the cause, shall be on Customer upon receipt of the Product at the place of delivery, in accordance with the applicable Incoterms. Legal ownership to the Product passes to Distributor only upon full payment of the Product's price is received by Copan.

Upon Copan's request, Customer shall furnish Copan with the best available evidence of documentation to proof the receipt of goods (e.g. entry certificate, etc.).

### **4. PRICES**

The price for the Product is stated in Copan's commercial offer. Such 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. Unless Customer is required by Copan to pay the Products prior to their shipment, 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 these 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.

In case Customer receives a request to modify the beneficiary's name and/or the bank account details for any payments due to Copan, Customer shall always 1) ask confirmation by phone to Copan and 2) verify the request with Copan's customer care service at the historical e-mail contact details. Copan is not liable in case of third-party fraud suffered by Customer in issuing a payment order to a beneficiary other than Copan.

## **5. WARRANTY, INDEMNITY, 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 product use, storage or handling not consistent with the Product Insert or by improper handling during any reworking activities of the Product.

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 THE PARTY'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 INSTRUCTION AS TO THE PROPER HANDLING, USE AND DISPOSAL OF THE PRODUCTS. COPAN'S LIABILITY SHALL IN ANY EVENT NOT EXCEED THE TOTAL VALUE OF THE SUPPLY UNDER THE RELEVANT ORDER. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED SO AS TO LIMIT EACH PARTY'S LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY THE EXCLUSION OR LIMITATION WHICH IS NOT PERMITTED BY LAW.

## **6. NOTIFICATION OF DEFECTS**

Customer shall notify Copan of visible defects (meaning defects that are visible from an inspection of the packaged Products) within 5 working days from Product receipt ; 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. Once established that the Product is defective, 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 authorized 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 authorized representatives, employees or affiliates. Customer expressly agrees not to use Copan's confidential information except as expressly authorized 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, will 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 which are 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, mobilization, 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. COMPLIANCE WITH MODEL 231 AND CODE OF ETHICS**

Customer declares it is aware that Copan has adopted the Organization, Management and Control Model as per Legislative Decree No. 231/2001 and the relevant Ethic Code. Customer shall abstain from any conduct that may constitute 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.

The Organization, Management and Control Model as per Legislative Decree No. 231/2001 and the Ethic Code are available at the following link: [www.copangroup.com/resources/model231](http://www.copangroup.com/resources/model231)

#### **11. PRIVACY POLICY**

Customer declares it has read, understood and accepted Copan's Privacy Notice, 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.

The Privacy Notice is available at the following link: [www.copangroup.com/resources/privacy](http://www.copangroup.com/resources/privacy)

#### **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.