

EUROMED, S.A.U. GENERAL SALES CONDITIONS (“GSC”)

1. Definitions and Applicability of GSC:

1.1. Definitions

- **“Seller”**: EUROMED S.A.U. or any company belonging to Euromed, S.A.U. contained in the offer or any other document that is applicable for these GSC (“Euromed Group”).
- **“Purchaser”**: Person or entity that is a recipient of a good or service provided by the Seller under a purchase Order or a supply agreement.
- **“Product(s)”**: goods subject to the sale and sale produced and marketed by the Seller.
- **“Order”**: document or binding purchase request directed by the Purchaser to the Seller for the purchase and delivery of the Products.
- **“Order Confirmation”**: The document sent by the Seller to the Purchaser to confirm the acceptance of the Order.

1.2. Applicability of GSC:

- i. These general sales conditions shall apply in relation to each purchase Order of the Products manufactured by the Seller, that are carried out within the framework of a supply agreement entered into by and between the Seller and the Purchaser, if not otherwise specified in such agreement, regardless of the domicile of the Seller and/or the Purchaser.
- ii. The present GSC shall be applicable provided that the parties have not agreed upon other specific conditions expressly and in writing. The same shall be of priority application, where appropriate, on the general conditions of the Purchaser. Therefore, individual agreements with the Purchaser in particular cases shall always take precedence over these GSC. A written contract or our Order Confirmation shall be decisive for the content of any such agreement. The Purchaser acknowledges that the GSC have been made available to them prior to the business relations to which they may apply. The undertaking by Euromed Group of the sale of a Product to the Purchaser implies the acceptance for this, fully and without reservation, of its terms that are considered automatically and duly incorporated into the business relations between the parties. Legally relevant declarations and notifications that the Purchaser has to make towards us after conclusion of the contract shall require the written form to be valid.
- iii. Euromed Group reserves the right to modify these GSC at any time and at its sole discretion. Therefore, the Purchaser must review the GSC and any

changes made before each Order Confirmation (implying acceptance of the GSC).

- iv. Should a competent Court declare any of the clauses in these GSC null and void, such a declaration shall not affect the other clauses herein, which shall continue to be valid. In this case, the parties shall negotiate and try to reach an agreement on the text of an alternative article to replace the voided clause, and which shall be similar in both intent and contents.

2. Offer, acceptance and formation of the Agreement

- 2.1. The offer of the Seller is binding upon the Seller during the period indicated in the offer, if any or during the term of thirty (30) days from the formalization of the offer to the Purchaser, if no period is specified in the offer, as applicable.
- 2.2. Once the offer has been accepted by the Purchaser, the agreement shall be deemed to be binding on both parties upon receipt of a purchase Order from the Purchaser. Therefore, with regards to a supply in particular, such supply shall be deemed to be binding for the parties, when the Seller confirms in writing such purchase Order ("Order Confirmation").

3. Supply and delivery of the Products:

- 3.1. The delivery, or deliveries, shall be made in the terms agreed between the parties in the agreement or, if any, at the time agreed between the parties for such delivery. In particular, and always that suitable means of transportation are available that time and taking into consideration the specifications and instructions regarding the Products the Purchaser has instructed.
- 3.2. The most recent version of Incoterms applicable at the date Seller's quotation or agreement shall apply. In the event there is no agreement, or no Incoterms stipulated in the supply agreement, the terms of delivery shall be FCA (International Rules for the Interpretation of Trade Terms (Incoterms, Edition 2020) of the International Chamber of Commerce.
- 3.3. Each delivery carried out in execution of the agreement shall be considered as a separate contract with regards to the rest of deliveries to be made within the agreement. The non-fulfilment of one or more deliveries shall not invalidate the balance of the agreement, except as otherwise provided hereunder.
- 3.4. If, once the purchase Order is confirmed by the Seller, the Order shall be irrevocable, and the sale shall be executed. Given the commercial nature of the sale of the Products governed by these General Sales Conditions, the Purchaser expressly waives the right to cancel the Order. Any modification that the Purchaser wishes to make to an Order already accepted by the Seller must be requested in writing, stating the reason justifying it. The Seller shall have the discretionary authority to approve or reject such modification.

- 3.5. The risk of the goods with regards to Products shipped on board, by multimodal transport or by other modes of transport, shall pass to the Purchaser in accordance with Incoterms 2020.
- 3.6. Should delay in delivery occur by other causes than those mentioned in Clause 7 below, the Parties shall fix, by mutual agreement, an additional period of reasonable length for delivery.
- 3.7. Each delivery shall be considered to have been completed in accordance with the agreement when, for technical reasons, the quantity of Product delivered against each separate item of the delivery neither exceeds nor falls short of the contractual quantity by more than the limit of tolerance, which is, +/- 10 %. As consequence, the Purchaser shall be compelled to accept the excess of the quantity agreed within the limit of tolerance. In any case, within the limit of tolerance indicated above, the net weight agreed in the Order shall be invoiced.
- 3.8. Should delay in delivery be originated by causes attributable to the Purchaser (as for example, the non-acceptance of the delivery, the non-fulfilment of the contractual obligations in regard to the delivery, etc.), the Seller shall be entitled to arrange for the storage of the goods at the exclusive risk and cost to the Purchaser. Nevertheless, the Purchaser shall make payment on delivery to storage as if the goods had been delivered.
- 3.9. Unless the failure of the Purchaser is due to circumstances stated in Clause 7.2 hereunder, the Seller shall be entitled to cancel the agreement for all purposes, with regards to undelivered Products, as well as to claim the indemnity for damages and prejudices.

4. Price:

- 4.1. The sales prices of the Products shall be those that are set in Euromed's Group offers and rates, disclosed to the Purchaser, or alternatively the specific terms and conditions agreed upon between the Seller and the Purchaser. The corresponding taxes, charges and expenses shall be added to said prices.

In the event that during the term of the agreement, export and import duties, customs charges, taxes on export, import and delivery, or similar charges are increased as a result of decisions made by authorities, or if new duties, taxes and charges are introduced and implemented in respect of the relevant goods or its transport, such increases shall be fully borne by the Purchaser, unless otherwise expressly agreed in writing between the Parties. The Seller shall within a reasonable period of time, notify any such circumstances to the Purchaser. In any case, the delay in applying the revision of the price shall be considered as its renounce or maturity.

- 4.2. Euromed Group may change the sales prices of Products at any time. The increase in the sales price shall not affect those already underway Orders that have been

expressly accepted by Euromed Group. Euromed Group reserves the right to charge return delivery fees to the Purchaser if a Purchaser wishes to return a Product. The fee could be a fixed amount or a percentage of the value of the Product. Euromed Group shall not be responsible for any damage or losses arising from the return of the Product, and the Purchaser shall indemnify and hold Euromed Group harmless from any claims, damages, or losses arising from the return of the Product.

- 4.3. Unless otherwise agreed, all prices are net prices stated in Euros (EUR /€) and do not include any applicable taxes. All applicable taxes and in particular Value Added Tax (VAT) shall be paid by the Purchaser at the currently applicable rate, which will be indicated in the invoice(s). Notwithstanding the foregoing, sales to the United States of America, Canada, and any other countries expressly agreed between the Parties shall be invoiced in United States Dollars (USD).

5. Payment:

- 5.1. Payment shall be made in accordance with the conditions of payment agreed, at the time or times agreed upon in the agreement. In absence of such an agreement, the payment shall be effective within 30 days after the issuance of the relevant invoice.
- 5.2. If the invoice has not been duly paid on its due date, the overdue payment shall automatically bear an interest at the Spanish legal interest rate applicable at that moment.
- 5.3. If the Purchaser is in default of payment on the date agreed, the Seller shall be entitled to cancel the entire agreement, without prejudice to all other remedies, in ten (10) days from the date the Seller has formerly required the Purchaser to make effective the payment, if the payment has still not reached them.
- 5.4. Should the Purchaser be in default in making a payment due under the agreement, the Seller shall have the right upon giving notice to the Purchaser in writing by virtue of the clause above, to withhold deliveries due to the Purchaser under the Order, as well as under all other contracts made between them, until all payments are duly received by the Seller. The Purchaser shall not be entitled to any contractual remedies on account of delay in delivery caused by the exercise of the aforesaid withholding right.

6. Quality of the Products:

- 6.1. The quality of the Products shall be in accordance with the agreement and any specifications, indications and standards referred to in the Order.
- 6.2. The Purchaser shall check the quality of the delivered Products upon receipt. If the quality is not in accordance with the quality contracted for, then the Purchaser shall inform the Seller in writing immediately, and in any case before the period of Clause 6.3.

- 6.3. Claims for defects of quality shall be made by the Purchaser as soon as the defect is discovered, but within four (4) weeks from the time the Products are unloaded at the Purchaser's warehouse. Except for mandatory cases like claims for hidden defects that shall be launched within six (6) months from the delivery of the Products, once past the term of two (2) weeks referred to above, no claims regarding the Products shall be accepted, and the Seller will not be responsible for claims made after the above-mentioned term.
- 6.4. When giving notice of claim within such term, the Purchaser shall clearly identify the affected goods and state fully the facts on when and how such defects have been discovered. Upon discovery of a defect, the Purchaser shall take all necessary and reasonable measures to prevent or limit any damages that may result from such a defect.
- 6.5. The Purchaser shall, whenever considered necessary by the Seller, allow the inspection of the whole delivery including the defective goods as well as non-defective goods by the Seller or their representative. If by any circumstance, inspection of the whole delivery is not possible, the liability of the Seller shall not exceed the invoice value of the defective goods that the Seller has had the possibility to inspect. The Purchaser shall bear the burden of proof for the defects of goods.
- 6.6. In so far as the Seller delivers Products which are subject to quality deviations, the claims shall not be valid if the deviations are within the margin of tolerance generally accepted by the food and pharmaceutical industry and pursuant to the science and technical status. In any event, the Seller reserves the right to designate an independent expert to check the relevant quality and taste deviations.
- 6.7. No claim will be accepted if the Product has been subjected to any transformation, treatment, or modification process by the Purchaser.
- 6.8. The Products are developed, manufactured, and supplied by the Seller under its stringent technical and quality supervision, in full compliance with applicable industry laws and regulations. The Seller expressly warrants that the Products will conform to the specified quantity, quality, description, and packaging requirements, and will be free from any third-party rights or claims. The Seller further guarantees that the Products adhere to the highest market quality standards and are manufactured in accordance with Good Manufacturing Practices (GMP).
- 6.9. The Seller also ensures that all personnel involved in the production and quality processes are adequately trained and qualified, and that all facilities used in the manufacturing of the Products meet the necessary health, safety, and environmental standards.

7. Force Majeure:

- 7.1. It shall not be considered that the Seller has breached the agreement, if any of the following circumstances occurs: (i) When the breach is attributable to any of the

circumstances set forth in Clause 7.2 below, (ii) if the breach occurs after conclusion of the agreement, if the breach occurs before that time, but their effects were not clearly foreseeable before the conclusion and they prevent, hinder or delay: (1) the production in which the Purchaser intends to use the goods, (2) the Purchaser's acceptance of the Products or, (3) the Seller's production or delivery by agreed means.

- 7.2. Force Majeure shall refer to any circumstance beyond Seller's control that temporarily or permanently prevents the performance of any or all of Seller's obligations to the Purchaser, regardless of whether such circumstances were foreseen at the time an Order, agreement, contract, etc., was formalized, including but not limited to: governmental actions; rejection, revocation or cancellation of permits; corporate shutdown; forced shutdown of all or part of the company; epidemics and pandemics (such as viruses with widespread contagion in either party's jurisdiction, e.g. SARS, MERS, Covid-19, etc.); war or threat of war; fire; transportation problems; the non-availability of raw materials; unproductive harvests; natural disaster; accident; labor unrest; lack of personnel; embargoes; non-delivery of services by third parties without regard to cause; absence or lack of material from which the Products are manufactured; Acts of God, labour disputes, strikes, acts of governmental agencies, or any other circumstances beyond the control of the Seller, whether or not similar to the causes enumerated herein.
- 7.3. The Seller shall, without delay, inform the Purchaser of the intervention and cessation of any of the aforesaid circumstances impeding the performance of the Seller. If by such circumstances, the normal performance of the Seller becomes impossible for more than one (1) month, the parties shall be entitled to cancel the agreement, giving prior notice in writing with one (1) month for the termination. The parties shall not be entitled to claim damages and prejudices for the resolution of the agreement due to the above-mentioned causes.

8. Warranty, limitation of damages and waiver:

- 8.1. **Warranty:** The Seller warrants to the Purchaser that the Products sold shall be free from defects in material and workmanship and shall comply with all specifications expressly agreed to in writing by the Seller to be applicable to this sale. Notwithstanding the foregoing, no other warranty, expressed, or arising by operation of law or trade usage or otherwise implied (including without limitation the warranty of merchantability and the warranty of fitness, shall exist). All such warranties are hereby disclaimed by the Seller and waived by the Purchaser. There are no warranties which extend beyond those expressly given herein.
- 8.2. Pursuant to the provisions set out in Clause 6 above, the defective Products shall be replaced by Products of agreed quality as soon as possible. The replacement shall be carried out by the Seller without cost to the Purchaser. The parties may alternatively agree upon a price-reduction, or a reimbursement of the price paid, in order to compensate the Purchaser for the difference in the value of Products of agreed quality and defective Products. The liability of the Seller shall not apply to defects due to

causes arising after the risk of goods has passed to the Purchaser. The replacement of defective Products or a price reduction shall exclude any other remedies of the Purchaser pertaining to inferior quality of the Products delivered. Defective Products replaced or reimbursed as aforesaid shall upon request of the Seller be placed at the disposal of, or returned to, the Seller, within the term of fifteen (15) days from its notice in writing.

- 8.3. When either party is liable for damages to the other under the agreement, these shall not include indirect damages. The indemnity for the damages shall in no case exceed the invoiced value of any single delivery or part thereof that has been delayed or defective. However, in case the Seller can prove that the specification provided by the Purchaser has been duly fulfilled, no liability for damages will exist.
- 8.4. If one party alleges a breach of agreement by the other party, the latter party must take all necessary and reasonable measures to mitigate the damage arising from such a breach.
- 8.5. The failure of either party at any time to require performance by the other party of any provision herein or of the agreement, shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any obligation herein be taken to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.
- 8.6. Any warranty granted under this clause does not cover any liability for damages, defects, and/or defective Products resulting from:
 - i. Environmental conditions (e.g. humidity, ventilation, temperature, atmospheric salinity, seismic movements, etc.) whose parameters differ from the conditions set out in applicable international standards, as defined in the documentation for each Product.
 - ii. Improper, erroneous or negligent loading, unloading, and/or transport conditions, as per applicable in Clause 3.
 - iii. Repairs, modifications, tampering or alterations in the Products by a person from outside the Seller's organization.
 - iv. Mishandling or negligent use of the Products.
 - v. In general, any cause not attributable to the Seller.

9. Product liability:

- 9.1. Should either party receive a product liability claim concerning the contractual Products, this party shall inform the other party in writing not later than five (5) days from the reception of the claim.
- 9.2. In the case of damage caused by harmful inherent vices of the Products or by the information, instruction or advice given hereto, the Seller shall be liable before the Purchaser only for personal injury, damage to the property, or damage to goods of which such Products constitute a part, and only if it is proven that such damage was

caused by intent or gross misconduct by the Seller (including its employees, assistants, or someone the Seller is responsible for).

- 9.3. When the goods have been delivered subject to drawings, materials, models, specifications or other instructions by the Purchaser, the Purchaser shall be responsible for damages entitled by the Seller and end-customers, due to such specifications and/or instructions.
- 9.4. Should any of the parties pay compensation to a third party for damages that the party in question is not liable for, according to Clauses 9.2 and 9.3, the party who has paid the compensation is entitled to a claim of recourse from the other party, pursuant the applicable civil law.
- 9.5. The Seller shall not be liable for any economic loss or loss of profits (direct or indirect), or any indirect loss or damage, regardless of its cause, or any liability arising to third parties. The total liability of the Seller, whether due to negligence, breach of contract, or otherwise, shall in no event exceed the price of the Products to be paid by the Purchaser.

10. Retention of title:

- 10.1. The Products shall continue to remain the sole and full property of the Seller until the entire amount is paid by invoices issued by the Seller for the sale, delivery or supply of Seller's Products, including delay interest, collection and negotiation expenses, and claims, and all the rights arising for the Seller. If the Products are processed or transformed by the Purchaser, the Seller's retention title applies to the new resulting Products, and their derivatives, or sub-Products, and if processed, mixed or combined with other Products, the Seller shall also have property title as co-owner on the resulting Product for a value that, if cannot be properly allocated, shall be proportional to the price invoiced by the Seller for the products in relation to the other items incorporated.
- 10.2. The Purchaser hereby assigns and transfers to the Seller all rights as they may have regarding the Products supplied, and regarding the products resulting from processing or combining them, and their value or sales price, that shall be proportional when mixed or combined with third parties' Products. Should the Purchaser assign its cash, consideration or receivable rights arising from the sale, rental, assignment or any other form of marketing, or distribution of the Products or the Products resulting from processing or combination thereof, under any title or concept, to any person or entity, especially in case of factoring agreements, the Seller's invoices not due yet, shall become automatically immediately net, due and payable, and the Purchaser hereby assigns and transfers all of their rights arising from such assignment, against its assignees, and their subsequent assignees and successors, and the Seller shall subrogate and thus own all amounts as the Purchaser may receive from such assignment.

10.3. The Purchaser shall inform the Seller of any act, fact, circumstance or issue that is relevant for the due fulfilment of all the foregoing, as soon as they become aware thereof. The Purchaser shall keep the Products, as well as the Products and items in which the Products result after processing or combination, free of any charge to the Seller, and shall insure them as if they were their own assets, and hereby assigns to the Seller, who accepts, all rights and actions and claims the Purchaser may have on the basis of the foregoing against third parties, insurance companies, and their successors and assignees. Likewise, and always provided that it is relevant for the purposes of duly fulfilling these covenants, the Purchaser shall inform all third parties of the existence of this retention of title covenant. The Purchaser shall not sell, dispose, encumber, lease, assign or transfer the Products under this retention of title covenant, unless and while, at all times, the Purchaser, as well as third parties and financial institutions taking the Products or rights, duly fulfil and honour their respective obligations.

11. Packaging and Containers:

11.1. The Seller ensures that all packaging and containers used for the Products are designed and manufactured to meet the highest industry standards, specifically tailored to preserve the integrity, safety, and efficacy of the Products.

11.2. The packaging materials and containers comply with all applicable regulations and guidelines relevant to the healthcare and life sciences sectors, ensuring that they are suitable for the intended use and do not compromise the quality or safety of the Products.

11.3. The Seller guarantees that the packaging and containers are constructed from materials that are non-reactive, non-toxic, and environmentally sustainable, reflecting the Seller's commitment to both product safety and environmental responsibility.

11.4. The Seller maintains rigorous quality control procedures for packaging and containers, including regular testing and validation, to ensure compliance with the highest standards of healthcare and life sciences reputation.

12. Intellectual Property:

12.1. The intellectual and/or industrial property of the Seller's trademark, the offer, the information attached to it, the Products, and/or the supplies, as well as all elements, drawings, etc. incorporated in or related to it, belong to the Seller. The Purchaser shall therefore not be entitled to use them for any purpose other than for completing the Order, nor may they be totally or partially copied or assigned to third parties, unless expressly consented to in advance by the Seller.

12.2. All intellectual and industrial property rights arising and/or relating to data and/or documents provided or prepared by the Seller shall continue in the possession of the

latter, unless otherwise agreed, not granting the Purchaser any right or license with respect to the transmitted information or material.

- 12.3. The Purchaser shall not allow any trademarks or commercial names to be applied to the Products to be modified, altered, obscured or omitted without the Seller's prior written consent.
- 12.4. The Purchaser undertakes to inform the Seller of any breach of the Seller's brand or trade names or other Intellectual and Industrial Property Rights, along with any actions involving unfair competition that it becomes aware of. The Purchaser undertakes to assist, as far as possible, in any legal action by the Seller.

13. Confidentiality:

- 13.1. The Purchaser undertakes to not disclose any documents, data, technical knowledge or any other information it has received from the Purchaser (notified in writing, verbally, electronically or by other means, either directly or indirectly) (hereinafter "Confidential Information") to third parties unless it has prior written consent from the Seller, and to use this Confidential Information exclusively for the purposes envisaged in these GSC.
- 13.2. The Purchaser undertakes to provide the Confidential Information solely to employees who require it and who are subject to the confidentiality obligation. The parties, including but not limited to, their affiliated entities (any entity that, directly or indirectly, controls, is controlled by, or is under the control of the Purchaser), owners, managers and employees, may not use or disseminate commercial secrets or other types of Confidential Information, or allow their use or dissemination by third parties, or make any declarations or issue information bulletins regarding the transactions that apply in these GSC for any purpose other than fulfilment of the obligations set out there in without prior written consent from the party that disseminates the Confidential Information.

14. Use of the Product by the Purchaser:

- 14.1. The Purchaser shall be solely liable and shall indemnify the Seller for all damages incurred by the Seller in relation to use of the Products other than in strict accordance with the Seller's instructions or for the purpose they were supplied for.
- 14.2. The Purchaser guarantees the following to the Seller:
 - that it shall comply with all legal requirements or mandates, or authorizations by any governmental department relating to the Products and the applications the Products shall be subject to,
 - that the Purchaser shall comply with such requirements for as long as the Products are in its possession or under its control,
 - that it shall ensure that any other Purchaser of the Products shall also comply with these requirements, and

- that the Purchaser shall indemnify the Seller for any liability arising from or because of the breach of such requirements.

15. Data protection:

- 15.1. The personal information or data that the Purchaser provides to Euromed Group in the course of a transaction will be processed in accordance with the provisions set forth in the Privacy Policy or data protection policy (contained, where applicable, in the Legal Notice: <https://euromedgroup.elonial.com/legal-notice/>, Legal Information: <https://euromedgroup.elonial.com/legal-information/> and Privacy Policy: <https://euromedgroup.elonial.com/privacy-policy/>). By accessing, browsing, and/or using Euromed Group website, the Purchaser (user) consents to the processing of such information and data and declares that all the information or data provided is truthful.

16. Regulatory compliance and code of conduct:

- 16.1. The Seller has a Corporate Compliance Program to comply with the provisions of the Spanish Criminal Code relating to the criminal liability of legal persons. It also has a Code of Conduct for business partners detailing the general values and principles on which the Seller is based and, in particular, in its relations with third parties. In this sense, EUROMED defines itself as an entity committed to respecting the law in force and its internal regulations, as well as human rights and public freedoms and equal opportunities and non-discrimination.
- 16.2. For this reason, we invite the Purchaser to consult our Code of Conduct for business partners available on the homepage of the Seller of the website of the Seller.
- 16.3. In this context, the Seller intends to establish and maintain business relations only with business partners who maintain a high standard of professionalism and integrity in the conduct of their business relations and, in particular, in the general values and principles of the Seller as set out in its Code of Conduct for business partners, which the Purchaser declares to know and understand.
- 16.4. Consequently, the Purchaser undertakes to comply with criminal law, as well as with all applicable regulations and, in particular, with the full content of the EUROMED Code of Conduct for business partners. Failure by Purchaser to comply with these principles shall entitle EUROMED to cancel the Order unilaterally and immediately, and Purchaser expressly waives any damages to which they may be entitled as a result of the early termination of the Order.

17. Assignment or subrogation:

- 17.1. The Seller shall be authorized to subcontract the total or partial manufacture of the Products to third parties, along with all or part of its rights and obligations, and to appoint a third party as a substitute to meet the Seller's obligations.

17.2. The Purchaser shall not assign the agreement or any rights or obligations arising thereby any third parties without the Seller's written consent.

18. Applicable law and settling of disputes:

18.1. These GSC and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed, construed and interpreted in accordance with the laws of Spain, to the express exclusion of any regional or autonomous community laws or regulations.

18.2. The parties shall strive to resolve any disputes which may derive directly or indirectly from these GSC fairly and in good faith.

18.3. Should it be impossible for the parties to reach an amicable agreement in accordance with the paragraph above, for any matter arising in connection with the interpretation, fulfilment or execution of the provision of the agreement, or with any of the provisions herein, the parties expressly accept the jurisdiction of the courts of the city of Barcelona (Spain), expressly waiving any other forum to which they may be entitled.

18.4. Notwithstanding the provisions set forth in this clause, the Seller shall be entitled to lodge claims concerning outstanding debts in the competent courts of the Purchaser's domicile or place of business.

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