

Standard Terms and Conditions of Purchase

1. Object and scope

1.1 These terms and conditions (“Standard Terms and Conditions”) shall apply to any order (“Order”) for the purchase of products (“Products”) and/or services (“Services”) by the Ipsen Group company placing the Order (“Buyer”) where no contract or any other written agreement of the same nature relating to the subject of the Order has been signed by the parties and shall be deemed to be accepted by the supplier (“Supplier”) accepting or acting upon such Order. Only special terms and conditions (including reservations on Standard Terms and Conditions) expressly agreed by the Buyer (“Special Terms and Conditions”) and expressly referred to in an Order may amend these Standard Terms and Conditions. The Standard Terms and Conditions shall apply to the exclusion of any other terms and conditions whether contained in the Supplier’s quotation, acceptance of an Order or otherwise. No document issued by the Supplier after receipt of the Buyer’s Order which might be construed as a counter-offer shall apply.

1.2 An Order, Contract (as defined below) and the supply of Services and/or Products by the Supplier shall be subject to (in this order of priority unless otherwise expressly provided in the Special Terms and Conditions): (i) the Special Terms and Conditions; (ii) the Standard Terms and Conditions; (iii) any document expressly included by reference in the Special Terms and Conditions, including without limitation, any special instructions (technical documentation, quality assurance, safety); (together the “Terms and Conditions”) and (iv) the Supplier's commercial offer to the extent that it is agreed in writing by the Buyer and it does not conflict with the Terms and Conditions.

1.3 The Supplier shall be deemed to have read and understood all the Terms and Conditions and is responsible for its assessment of the inherent risks and uncertainties and any potential difficulties that may be encountered by the Supplier in the performance of the Services or delivery of the Products. Moreover, the Supplier undertakes to request and verify all the documents or technical information necessary for the performance of its obligations pursuant to an Order.

1.4 An Order constitutes an offer by the Buyer to purchase Services and/or Products from the Supplier in accordance with these Terms and Conditions. An Order shall be deemed to be accepted on the earlier of: (i) the Supplier issuing written acceptance of the Order; (ii) receipt of a deposit or (iii) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the contract (“Contract”) shall come into existence.

1.5 The Buyer accepts no liability for any services provided or products delivered by the Supplier where such products or services are not provided pursuant to an Order duly approved on Buyer’s behalf by a duly authorised member of its staff.

1.6 The Supplier shall ensure that the Buyer's Order number is set out in every letter, invoice, delivery slip, or other written communication, relating to each Order. The Buyer shall not be required to process any invoice or respond to any communication which does not have an Order number.

1.7 No modification of an Order by the Supplier will be binding upon the Buyer without the Buyer’s prior written approval. In the event of an unapproved modification, the Supplier shall be liable to the Buyer.

2. Capacity and obligations of the Supplier

2.1 The Supplier represents and warrants that it has (i) the technical skills, resources and means to ensure the best available quality of the Services and Products, (ii) the financial capacity and human resources to perform the Contract without risk of interruption or delay, and (iii) all licences, accreditations, rights and approvals necessary, where applicable, to provide the Services and/or to supply the Products.

2.2 The Supplier shall maintain in force for the duration of a Contract insurance coverage from a reputable insurance company, insuring against all risks that may arise during the performance of a Contract. At the Buyer’s request, the Supplier shall provide to the Buyer proof of payment of its insurance coverage.

2.3 The Supplier is under a duty to advise the Buyer and is required to check whether the information and data contained in any document relating to the Order complies with applicable laws and regulations and industry practices, and to inform the Buyer in the event of any non-conformity.

2.4 The Supplier undertakes to supply the Services and/or the Products in accordance with the terms of the Contract under a strict liability performance obligation (“obligation de résultat”), notably with respect to the quantity and quality of Products, and timeline/delivery dates set out in an Order. Failure by the Supplier to meet the contractual deadlines specified in the Order shall automatically result in the application of late payment penalties amounting to 1% of the price (excluding tax) of the Order per calendar day of delay, up to a maximum of 20%. The packaging of the Products is at the Supplier's expense and must be suitable for the Products and the mode of transport and must allow for unloading without risk of accident or damage. Any damage (breakage, missing items, damage, etc.) to the Products resulting from unsuitable or improper packaging shall be borne by the Supplier.

2.5 The Supplier represents and warrants that the Services and/or Products that it provides to the Buyer will be fit for the purpose and use for which they are intended and compliant with all applicable laws and regulations. The Supplier warrants the traceability of the Products delivered and undertakes to provide the Buyer with all information on the sources and characteristics of the Products.

2.6 The Supplier shall keep the Buyer indemnified in full against all costs, expenses, damages and losses, including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with any action, omission, inadequacy, negligence, default or mistake attributable to the Supplier, its personnel, its subcontractors or its subcontractors’ personnel in the performance of a Contract.

2.7 The Supplier must not subcontract all or part of its obligations under the Order without the Buyer's prior written approval. The Buyer’s prior written approval must be obtained in respect of each subcontractor and the payment terms for each subcontractor.

Notwithstanding the appointment of a permitted subcontractor, the Supplier shall remain fully responsible for the supply of Services and/or Products and such appointment shall not diminish or otherwise affect the Supplier's obligations under a Contract.

2.8 The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors. The Supplier's agents, appointees, employees and permitted subcontractors remain under the Supplier's sole control, authority and management.

2.9 The Supplier warrants that the sums received will not be used to fund benefits prohibited by law, in particular by Article L.1453-3 et seq. of the French Public Health Code or anti-gift regulations applicable to the healthcare sector.

2.10 The Supplier must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable policies, regulations and laws relating to health, environment and safety within the Buyer's premises or any other premises which are accessed or used pursuant to a Contract; under no circumstances will the Buyer be held liable for any incident arising as a result of a failure to comply with such policies, regulations and/or laws.

2.11 The Supplier will comply throughout the performance of a Contract with all the obligations incumbent upon it in application of the French Labour Code or the equivalent regulations in the country where the Supplier is located. The Supplier will, as it will be deemed appropriate, communicate a copy (i) of the declarations that must be made to the social protection organisations or to the tax authorities dating back less than six (6) months and (ii) proof of its registration in the trades register, the business register, or the Register of Commerce and Trade. In the event of failure to comply with the above undertakings, the Supplier will indemnify the Buyer for any sums that the Buyer would have to pay as a result of such failure.

2.12 Throughout the performance of a Contract, the Supplier shall comply with all applicable laws and regulations, including (i) anti-bribery and anti-corruption regulations, (ii) French Criminal code provisions and compliance rules set forth in French law n° 2016-1691 (Sapin II), (iii) the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (iv) the U.S. Foreign Corrupt Practices Act, if applicable. The Supplier shall also comply with Ipsen's [Business Partner Code of Conduct](#), including its cybersecurity provisions.

3. Performance

3.1 The Supplier will ensure that Products and/or Services comply with all specifications as to quality set out in an Order or otherwise notified by the Buyer to the Seller. The Buyer may from time to time audit the Supplier's premises to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier's liability in any way.

3.2 The Supplier shall provide the Services and any deliverables required thereunder and/or deliver the Products according to the timeframes and delivery dates set out in an Order or otherwise agreed by the Buyer in writing. The Supplier shall notify the Buyer of any event which could adversely affect the scheduled timeframes and delivery dates for the performance of the Services and/or delivery of the Products. In the event of failure by the Supplier to comply with the delivery deadlines or the delivery slot agreed between the Parties, the Buyer reserves the right to cancel the Order and/or demand a new delivery and/or seek compensation for the damage suffered on the basis of supporting documents to be sent to the Supplier, without prejudice to the application of the aforementioned late delivery penalties.

3.3 Unless otherwise specified in the Special Terms and Conditions, the Supplier will deliver the Products and provide the Services and any deliverables required thereunder to the location agreed between the parties in writing and the Supplier will bear all the risk and expense of delivery, including without limitation, all costs associated with clearance through customs, it being understood that unless otherwise agreed in writing by the Buyer, the Buyer will not accept any tolerance margin in respect of the quantities of Products ordered (delivery according to DDP Incoterms 2020). Each Order of Products must be accompanied by a delivery note and a transport document corresponding to the content of the Order. The Buyer reserves the right to refuse any delivery not accompanied by a delivery note or a transport document. Title to the Products shall pass to the Buyer upon delivery as evidenced by the signing of the delivery note and transport document by the Buyer's authorised representative.

3.4 If the Services and/or Products do not comply with the specifications of an Order or are defective in any way, the Buyer may refuse to accept the Services and/or Products in question or accept them subject to any reservations or reduction to costs expressed by the Buyer. If the Buyer refuses to accept the defective or non-complying Products and/or Services, the Supplier will, at the Buyer's option, re-perform, repair or replace the Services and/or Products in question as quickly as possible, at no cost to the Buyer and reimburse the Buyer for any expenses unduly incurred by the Buyer, without prejudice to any other rights the Buyer may have, including the application of the aforementioned late delivery penalties.

3.5 The Supplier represents and warrants that the Services and Products shall conform with all requirements set out in an Order or otherwise notified by the Buyer to the Supplier, be free of any defects in material and workmanship and be usable under normal conditions of use.

3.6 Neither party shall be in breach of a Contract nor liable to the other for delay in performing or for its failure to perform any of its obligations under a Contract where such delay or failure is the result of one of the force majeure events customarily acknowledged as such by French courts. In such event, the non-performing party shall (i) promptly notify the other party in writing of the occurrence of such event and the way in which its performance is prevented or impeded by such event, and (ii) use its best efforts to resume performance as soon as possible.

4. Price - Invoicing - Payment

4.1 The price agreed at the time when an Order is placed ("Price") is exclusive of any value added tax which may be payable ("VAT"), and the Price cannot be revised unless otherwise agreed in writing by the parties. The Price is DDP (Incoterms 2020), at the place of delivery specified in the Order. Unless otherwise provided by law, VAT will be added in accordance with the relevant law and regulations in force. The Price includes all performance required of the Supplier to perfect performance of a

Contract and all expenses, charges, disbursements and taxes apart from VAT. The Buyer retains the right to request that the Supplier provides a guarantee and/or to agree to Buyer partially withholding payment in order to guarantee the performance of an Order.

4.2 Unless otherwise agreed in the Special Terms and Conditions, the Price will be invoiced after full performance of an Order to the satisfaction of the Buyer. Where payment is linked to a particular stage of an Order, the invoice will be subject to the completion of that stage, subject to the conditions agreed by the Buyer for such invoicing. The Supplier shall issue and send the invoice to the Buyer in accordance legal and regulatory provisions in force. No supplement to the Price can be invoiced without the Buyer's prior written approval. The invoicing currency and address shall be indicated in each Order. In the event of non-performance of all or part of an Order, and without prejudice to any other rights that the Buyer may have under an Order, the Price will be paid to the Supplier pro rata to the Services that have been provided or the Products that have been delivered in accordance with the conditions of the Order. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier. Finally, in the event that all or part of an Order must be fulfilled by another supplier due to the Supplier's failure, the Buyer may issue an invoice to the Supplier for any additional costs related to this fulfilment, in particular the price difference between the Supplier and the alternative supplier(s).

4.3 All payments for undisputed invoices shall be made by bank transfer within sixty (60) days from the invoice date was issued. Late payment by the Buyer shall bear interest at a rate equivalent to three (3) times the statutory rate in force in France on the payment due date, beginning on the day after such payment due date. Without limiting any other rights or remedies it may have, the Buyer may offset any amount due by the Buyer to the Supplier against those due by the Supplier to the Buyer.

5. Confidentiality

5.1 The Supplier shall keep in strict confidence all confidential information of the Buyer (however recorded, preserved or disclosed) of any kind whatsoever relating to information of an economic, technical or commercial nature, concerning, inter alia, the Buyer, its activities or the subject of an Order and/or Contract ("Confidential Information").

5.2 The Supplier shall not use any such Confidential Information for any purpose other than to perform its obligations as envisaged by or under a Contract.

5.3 The Supplier may only disclose Confidential Information to its employees, officers or permitted subcontractors to the extent strictly necessary for the performance of a Contract and shall ensure that its employees, officers or permitted subcontractors to whom it discloses Confidential Information are subject to obligations of confidentiality and non-use that are no less onerous than those contained in the Terms and Conditions and that they use the Confidential Information for the sole purpose of performing their obligations in accordance with a Contract.

5.4 Confidential Information shall not include information which the Supplier can evidence by written records was, at the time of disclosure: (i) already in the public domain or was legally obtained from other sources which were not under an obligation to the Buyer to maintain confidentiality; or (ii) already lawfully in possession of the Supplier.

5.5 After the performance of the Order, or at any time upon the Buyer's request, the Supplier shall return to the Buyer all Confidential Information and all documents, information, data and results relating to or arising from the performance of the Order, without retaining any copies. During the performance of the Order, the Supplier shall ensure that no information that may constitute its own trade secrets is disclosed to the Buyer.

5.6 Except as otherwise required by any court of law or by any regulatory authority, the Supplier shall not make any public disclosure of the Confidential Information without the prior approval of Buyer.

5.7 The provisions of this section 5 will remain in force for a period of five (5) years from the date of termination of a Contract, regardless of the date or cause of this termination.

6. Intellectual property rights

6.1 All materials, equipment and tools, drawings, specifications, data supplied by the Buyer to the Supplier ("Pre-existing Materials") and all rights in the Pre-existing Materials are and shall remain the exclusive property of the Buyer and must be returned upon the request of the Buyer or upon completion or termination of a Contract.

6.2 Unless it has received the Buyer's prior written approval, the Supplier undertakes not to make any use of the Buyer's Confidential Information, or use the name or logo of the Buyer or those of the Ipsen Group as a trade reference or in any publication of any kind whatsoever.

6.3 As from the time of their creation, the Supplier assigns to the Buyer, for France and for all other countries, with full title guarantee and free from all third party rights any Intellectual Property Rights in all documents, deliverables, Products and materials to be provided by the Supplier or its employees, officers or permitted subcontractors in relation to the Services in any form, including without limitation data, reports and specifications. The cost of the assignment of the above-mentioned rights is included in the Price.

The Buyer may thus, without any additional cost but the Price, freely use, reproduce or adapt all such documents, deliverables, Products and materials; and the Supplier may under no circumstances subsequently use the said documents, deliverables, Products and materials without the Buyer's prior written approval. This assignment is understood to cover all fields (including the Internet) and will remain in force for the entire duration of the protection of the Intellectual Property Rights afforded by the legislation relating to intellectual property rights.

In this section Intellectual Property Rights means patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each

case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

6.4 The Supplier warrants that it has full clear and unencumbered title to all Products and deliverables provided to the Buyer, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to transfer all such items to the Buyer. The Supplier shall indemnify the Buyer against any claims by third parties (including, where applicable, its employees) based on the infringement of any Intellectual Property Right relating to the Order or data and results that the Supplier may communicate to the Buyer.

6.6 If methods or documents provided as part of the Services and/or Products are the property of the Supplier or third parties to which the Supplier has the right to use and/or disseminate, the Supplier shall grant the Buyer a non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Services and/or Products.

6.7 In the event that an Order or Contract is terminated, regardless of the reason for such termination, the Supplier undertakes to deliver to the Buyer, within ten (10) calendar days from the date of termination of the Order or Contract, all the elements produced in the context of such Order or Contract, without it being necessary for the Buyer to make any request to that end.

7. Termination – Suspension – Cancellation

7.1 Unless otherwise agreed in any Special Terms and Conditions, the Buyer may: (i) cancel all or part of an Order or Contract prior to the commencement of its performance by the Supplier; or (ii) request the Supplier to suspend performance of an Order or Contract, without the Supplier having any right to claim any compensation or indemnity of any kind.

7.2 Without prejudice to any other rights or remedies which it may have, one party may terminate a Contract without liability to the other party immediately on giving notice to the other party: (i) if the other party commits a breach of any of the terms of such Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of being notified in writing of the breach; (ii) in the event of insolvency of, assignment for the benefit of creditors by, or the initiation of bankruptcy proceedings by or against, the other party; (iii) if a force majeure event lasts for more than two (2) months; (iv) if the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business. Any cancelled Order that is delivered will be returned to the Supplier at its own expense and risk.

7.3 The implementation of section 7.2 provisions shall not affect the parties' rights to claim any damages they may be entitled to seek.

7.4 Early termination of a Contract, for any reason, whether by the Buyer or the Supplier, will not affect any other Orders placed by the Buyer with the Supplier or any other Contracts in place.

8. Governing law

These Terms and Conditions are governed by the laws of France and are not subject to the Vienna Convention of April 11th, 1980. The construction, validity, and performance of all Orders and Contracts shall be governed by the laws of France and in the event that any dispute or claim arising therefrom cannot be resolved out of court by the parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Paris (France), even in the case of summary proceedings, third party claim, or if there is more than one defendant.

9. Other Provisions

9.1 The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions hereof.

9.2 The Supplier shall not wholly or partially assign an Order or Contract or any part thereof without the Buyer's prior written consent. If the Supplier assigns an Order or Contract and/or any part thereof without the Buyer's consent, the Supplier will remain personally liable towards the Buyer and third parties. The Buyer may assign an Order or Contract or any part thereof to any third party.

9.3 The Supplier may not assign its receivable against the Buyer without the latter's prior written consent. Any assignment made by the Supplier without the Buyer's prior written consent shall be null and void.

9.4 The Supplier undertakes, during the term of the Order and for one year from its execution, to allow the Buyer (as well as any representative or expert appointed by the Buyer) to have free access, upon reasonable notice during business hours, to its premises and to any document for the purpose of carrying out any verification related to the proper performance of the terms and conditions set forth in the Contract or/and the Order.

9.5 No admission, act or omission made by either party during the continuance of a Contract shall constitute a waiver of, or release of the other party from, any liability under any Contract.

9.6 The parties agree that nothing in an Order or Contract creates any obligation on the Buyer to place any future order with the Supplier. Furthermore, nothing in an Order or Contract is intended to, or shall be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise a party to make or enter into any commitments for or on behalf of the other party.

9.7 A person who is not a party to the Terms and Conditions shall not have any rights under or in connection with them.