

IPSEN STANDARD TERMS OF PURCHASE

1. OBJECT AND SCOPE

1.1 These terms and conditions (“**Standard Terms**”) shall apply to any order (“**Order**”) for the purchase of products (“**Products**”) and/or services (“**Services**”) by the Ipsen company named in 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 in such circumstances be deemed to be accepted by the supplier (“**Supplier**”) accepting or acting upon such Order. Special terms and conditions (“**Special Terms**”) expressly referred to in an Order may amend these Standard Terms. Save where the Standard Terms have been specifically amended by Special Terms, the Standard Terms shall apply to the exclusion of any other terms and conditions whether contained in the Supplier’s quotation, acceptance of an Order or otherwise or which are implied by trade, custom or course of dealing. 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): (i) the Special Terms; (ii) the Standard Terms; (iii) any document expressly included by reference in the Special Terms, 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 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; or (ii) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the contract (“**Contract**”) shall come into existence.

1.4 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 authorized member of its staff.

1.5 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.

1.6 No Order/Contract may be varied by the Supplier without the Buyer’s prior written approval.

2. CAPACITY AND OBLIGATIONS OF THE SUPPLIER

2.1 The Supplier represents and warrants that (i) it has the technical skills, resources and means to ensure the best available quality of the Services and Products, (ii) it has the financial capacity and appropriately qualified human resources to perform the Contract without risk of interruption or delay, and (iii) it has all rights, licenses, accreditations, rights and approvals necessary, where applicable, to provide the Services and/or to supply the Products, (iv) it shall supply the Services and/or the Products in accordance with the terms of a Contract, including without limitation the conditions and specifications of an Order, in particular, in accordance with the specified quantity of Products, quality, performance and timeframe/delivery dates set out in an Order, (v) the Services and/or Products that it provides to the Buyer will be fit for the purpose and use for which they are intended, compliant with all applicable laws and regulations and 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.

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 and liabilities that may arise during the performance of a Contract. At the Buyer’s request, the Supplier shall provide to the Buyer proof of the same.

2.5 The Supplier shall indemnify and keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), 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 (i) 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, (ii) any claim made against the Buyer for actual or alleged infringement of a third party’s IP rights arising out of the manufacture, supply or use of the Products or any deliverables or the use or supply of the Services (excluding the Pre-Existing Materials), and (iii) any failure by the Supplier or its employees, agents or Sub-Processors to comply with any of its obligations under section 8 or any applicable data protection legislation.

2.6 The Supplier must not subcontract all or part of its obligations under the Order without the Buyer’s prior written approval obtained in respect of 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.

2.7 The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors.

2.8 The Supplier must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable policies, regulations and laws relating to security, health, environment and safety within the Buyer’s premises or any other premises which are accessed or used pursuant to a Contract.

2.9 The Supplier will comply with 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, the French Loi-Sapin II, the Bribery Act 2010 and (where applicable) the U.S. Foreign Corrupt Practices Act throughout the performance of a Contract. The Buyer may terminate this Agreement immediately at any time by written notice if the Supplier is in breach of its obligations under this section.

2.10. In addition, IPSEN is entitled to immediately terminate this Agreement without any compensation or indemnity whatsoever to Supplier in case that (i) Supplier or any of its shareholders, directors or legal representatives are included in any official trade and economic sanctions list or (ii) the Services covered by this Agreement fall(s) within a category of products or services which is included in an official trade and economic sanctions list. Such official trade and economic sanctions lists include, but are not limited to, the US Office of Foreign Assets Control list, the US Bureau of International Security and Non-Proliferation list, the European Union sanctions list and the United Nations sanctions list.

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 and/or deliver the Products according to the timeframes and dates set out in an Order or otherwise agreed by the Buyer in writing. Time for delivery/ performance shall be of the essence. The Supplier shall notify the Buyer of any event which could adversely affect performance of the Services and/or delivery of the Products. Delivery of Product shall be deemed to be completed upon the completion of unloading of the Products at the Buyer’s nominated delivery location.

3.3 Unless otherwise specified in the Special Terms, the Supplier will deliver the Products and provide the Services and any deliverables required thereunder to the Buyer’s nominated delivery location 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. Title to and risk in the Products shall pass to the Buyer upon delivery.

3.4 If the Services and/or Products do not comply with the Contract, the Buyer may refuse to accept the Services and/or Products in question in whole or in part 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 incurred by the Buyer, without prejudice to any other rights the Buyer may have.

3.6 Neither party shall be in breach of a Contract nor liable to the other for delay or failure to perform any of its obligations under a Contract where such delay or failure is the result of unforeseen events, circumstances or causes beyond its reasonable control. In such event, provided that the non-performing party (i) promptly notifies the other party in writing of the occurrence of such event and the way in which its obligations are prevented or impeded by such event and (ii) uses commercially reasonable efforts to resume performance as soon as reasonably practicable, then the time for performance shall be extended for a reasonable period having regard to the effects of the cause of the delay or failure to perform or the Contract shall be cancelled if such cause shall continue for a period greater than two months.

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. 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. The Price must be payable in the currency specified in the Order.

4.2 Unless otherwise agreed in the Special Terms, 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. The invoicing currency and address shall be indicated in each Order. In the event of nonperformance 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 Order. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier.

4.3 All payments for correct and undisputed invoices will be due ninety (90) days from the date of invoice. 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. If the Buyer fails to make payment when due then it shall pay interest on the overdue sum from the due date until payment at a rate of 4% above the Bank of England base rate.

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 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.

5.6 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 same area and shall remain the exclusive property of the Buyer and must be returned upon the request of the Buyer and upon completion or termination of a Contract.

6.2 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 without the Buyer's prior written approval.

6.3 The Supplier assigns to the Buyer, 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. **Intellectual Property Rights** means patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral 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.

6.5 The Supplier shall obtain waivers of all moral rights in the products of the Services and the Products, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

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 (or procure the grant of) a worldwide, fully paid up, non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Services and/or Products.

7. TERMINATION – SUSPENSION – CANCELLATION

7.1 Unless otherwise agreed in any Special Terms, the Buyer may terminate the Contract in whole or in part at any time before delivery/ performance with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Subject to delivery to the Buyer of the same, the Buyer shall pay the Supplier fair and reasonable compensation for any work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

7.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if: (i) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so; (ii) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (iii) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business; (iv) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (v) the Supplier's financial position deteriorates to such an extent that in the Buyer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination nor any other Orders placed by the Buyer with the Supplier or any other Contracts in place. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. DATA PROTECTION

For the purposes of this section 8, the following definitions apply:

"controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisation measures" shall have the meanings given under the Data Protection Legislation.

"Data Protection Legislation" means the UK and any other European Union legislation relating to personal data (including the Regulation) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Regulation" means the General Data Protection Regulation (EU) 2016/679.

"Regulator" means the Information Commissioner's Office or other regulatory authority.

"Sub-Processor" means any third party, including a consultant, subcontractor, agent or professional adviser or other third party which may receive and/or have access to data.

8.1 The Supplier shall at all times comply with the Data Protection Legislation and shall for the purpose of or in connection with the Contract (i) process the personal data strictly as necessary to perform its obligations under the Contract, (ii) assist the Buyer (at its reasonable request) in complying with all applicable requirements of the Data Protection Legislation, (iii) maintain the security of personal data shared by the Buyer to a standard equal or above the standard as set out in section 8.3.2 of these Standard Terms, and (iv) shall without undue delay (and in any event within 36 hours) notify the Buyer if it becomes aware of a personal data breach affecting any personal data processed by the Supplier which is deemed a notifiable breach under Article 33(1) of the Regulation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, and to the extent to which the Supplier processes personal data on behalf of the Buyer, the Buyer is the controller and the Supplier is the processor. The Supplier will process personal data to perform its obligations under the Contract for the duration of the Contract.

8.3 Without prejudice to the generality of section 8.2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

8.3.1 Process personal data only for the purposes of performing its obligations under the Contract and in accordance with the written instructions given by the Buyer from time to time, unless otherwise required by law;

8.3.2 ensure that it has in place appropriate technical and organisational measures in accordance with good industry practice to protect against unauthorized or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of such personal data as required by Article 32 of the Regulation.

8.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

8.3.4 not transfer any data outside of the European Economic Area;

8.3.5 assist the Buyer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation and immediately inform the Buyer: (i) if it receives any subject access request, or request by a data subject to transfer, rectify, erase or destroy personal data which is processed by the Supplier under this Agreement; and (ii) of any request for disclosure of the personal data from a third party which the Supplier receives directly and provide a copy of such request within 3 days of receipt. The Supplier shall not disclose or release any personal data without first consulting with and obtaining the consent of the Buyer, except where legally required;

8.3.6 provide reasonable assistance to the Buyer in order for the Buyer to comply with the Buyer's obligations in Articles 32-36 of the Regulation including: (i) notifying the Buyer without undue delay if the Supplier becomes aware of a personal data breach in relation to the personal data and/or if it becomes aware of a breach of the provisions of this section 8 by the Supplier or Sub-Processor and/or if it otherwise becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the personal data; and (ii) providing full details of the relevant breach where caused by the Supplier or any Sub-Processor without undue delay or, where necessary, in phases but always without further undue delay, such details to include the nature of the personal data breach, its likely consequences and any measures proposed to be taken to mitigate such breach;

8.3.7 maintain complete and accurate records to demonstrate its compliance with this section 8 and: (i) allow for audits by the Buyer or the Buyer's designated auditor; and (ii) immediately inform the Buyer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

8.3.8 at the written direction of the Buyer, delete or return the personal data and copies thereof to the Buyer as soon as reasonably practicable on termination of the Contract, unless otherwise required by law to store the personal data;

8.3.9 perform its obligations under the Contract (and any other agreement relating to the provision of the Services) in full compliance with the Data Protection Legislation; and

8.3.10 immediately inform the Buyer of and promptly provide assistance with responding to any enquiry made, or investigation or assessment of processing initiated by the Regulator in respect of the personal data.

8.4 The Supplier shall put in place in writing with any Sub-Processor, contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this section 8.4 including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Data Protection Legislation. The Supplier shall be liable to the Buyer for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligation to put such obligations in writing with the Sub-Processor).

9. GOVERNING LAW

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the same.

10. GENERAL

10.1 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.

10.2 An Order or Contract and/or any part thereof shall not assign by the Supplier, without the Buyer's prior written approval. The Buyer may assign an Order or Contract or any part thereof to any person, firm or company.

10.3 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.

10.4 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 authorize a party to make or enter into any commitments for or on behalf of the other party.

10.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.