

Standard Terms and Conditions of Purchase of
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Ipsen Pharma Austria GmbH, Gertrude-Fröhlich-Sandner Straße 2-4/Tower 9/Floor 7-9, 1100 Vienna
Ipsen Pharma Schweiz GmbH, Industriestrasse 47, 6300 Zug
(hereinafter jointly referred to as „IPSEN“)

1. Scope

- 1.1 The present Standard Terms and Conditions of Purchase (T&C) shall be exclusively applicable in legal relations with traders.
- 1.2 All deliveries, services and offers by our contractual partners are made exclusively on the basis of these T&C. Therefore, they are an integral part of all contracts that we conclude with our contractual partners for the goods or services they offer, unless there is a valid contract or other written agreement between IPSEN and the contractual partner relating to the subject matter of the order, in which case the terms and conditions set out in the contract or written agreement (which may differ) shall apply.
- 1.3 Our T&C shall also apply to all future goods, services or offers of our contractual partners, even if they are not agreed separately.
- 1.4 General Purchasing Conditions of our contractual partners or third parties shall not apply, even if we do not specifically object to their inclusion in individual cases. Even if we refer to a letter containing or referring to the Purchasing Conditions of the contractual partner or a third party, this does not imply acceptance of the validity of such purchasing conditions.

2. Conclusion of contract, partial services

- 2.1 A contract is concluded by the timely acceptance of the offers of our contractual partners by sending (in electronic form) a Purchase Order (PO).
- 2.2 We shall be entitled to terminate the contract at any time prior to the commencement of the provision of services by the contractual partner by means of a written notice stating the reasons if we are no longer able to make use of the goods/services ordered in our commercial operations due to circumstances occurring after the conclusion of the contract. In this case, we will reimburse the contractual partner for the expenses that have become useless against proof. In the event of termination for the above-mentioned reasons after commencement of the provision of services, any partial services already provided shall be reimbursed.
- 2.3 Subsequent changes to the contract concluded must always be made in writing to become effective.

3. Prices and terms of payment

- 3.1 The price stated in the PO is binding and is exclusive of statutory VAT for domestic transactions.
- 3.2 Unless expressly agreed otherwise in writing, the price includes delivery and transport to the shipping address (= Place of Effect) stated in the contract as well as packaging.
- 3.3 After the service has been provided, the contractual partner must send an invoice for the delivery/service to the registered office of the IPSEN company placing the order (billing address) via invoices-de@ipsen.com in accordance with the statutory requirements. The PO number of IPSEN must be stated on the invoice. Invoices that do not comply with these and the legal requirements shall be returned to the contractual partner for correction. Payment shall be made by IPSEN after the services have been provided and after receipt of a proper invoice within 30 days net (Germany and Austria) or 60 days (Switzerland), unless otherwise agreed. For the timeliness of the payments made by us, it is sufficient for our transfer order to have arrived at our bank. If a correction of the invoice is necessary, the

payment period shall begin anew upon receipt of the corrected invoice.

- 3.4 In the event of default in payment, the contractual partner shall be entitled to claim default interest at the statutory default interest rate.

4. Delivery time and delivery, transfer of risk

- 4.1 The delivery time stated by us in the PO or otherwise determined according to these T&C shall be binding.
- 4.2 The contractual partner will be required to inform us immediately in writing if circumstances arise or become apparent, which indicates that the delivery time cannot be met.
- 4.3 In the event of a delay in delivery, we will be unrestrictedly entitled to our legal rights, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period.
- 4.4 In the event of delays in delivery, we will be entitled to claim a contractual penalty in the amount of 0.5%, with a maximum of 5%, of the respective order value for each commenced week of delays in delivery after prior written notification to the contractual partner. The contractual penalty will be set-off against the damage caused by the delay to be compensated by the contractual partner. However, the contractual partner reserves the right to prove that no or less damage has occurred, in which case this compensation will be the benchmark.
- 4.5 The contractual partner will only be entitled to make partial deliveries with our prior written consent.
- 4.6 The risk will not pass to us, even if shipment has been agreed, until the goods are handed over to us at the place of performance.

5. Retention of title, set-off and retention

- 5.1 IPSEN shall acquire direct title to the goods upon delivery to the agreed place of performance.
- 5.2 The contractual partner will only be entitled to set-off against our claims if the claim presented for set-off has either been legally established or acknowledged by us in writing.
- 5.3 We are entitled at any time to set off against claims of the contractual partner or to make use of our right of retention if the preconditions for this are met.

6. Obligations of the contractual partner

- 6.1 We reserve the right of ownership and/or copyright to all drawings, illustrations, calculations, descriptions and other documents made available to the contractual partner. The contractual partner may not make them available to third parties or use or reproduce them himself or through third parties without our express consent. The contractual partner will return these documents to us in full on our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, the contractual partner must destroy copies of them made by him in so far as he is not required by law to store the data, or the storage of the data is carried out for backup purposes within the scope of standard data backup.
- 6.2 The contractual partner is obliged to treat the terms of the order as well as all information and documents, such as data, documents, results, materials, etc. (with the exception of publicly accessible information) which it has received from

IPSEN for this purpose or in any other form during the execution of this order (“Information”) confidentially and to use them only for the execution of the order. The contractual partner shall impose corresponding obligations on its employees and people deployed to perform an obligation of the contractual partner and ensure compliance with them. The contractual partner shall return the information to IPSEN immediately upon request after completion of inquiries or after processing orders. The period of confidentiality shall continue even after the end of the provision of services.

- 6.3 Without our prior written consent, the contractual partner may not refer to the business relationship and may not exhibit delivery items manufactured for us.
- 6.4 The contractual partner undertakes to duly comply with and fulfill its obligations under the Packaging Act for the entire product range to be delivered. A delegation of these obligations to IPSEN is excluded.
- 6.5 The contractual partner is entitled to use subcontractors for individual parts of the service after prior notification and written consent by IPSEN. When accepting an offer that identifies parts of the service provided by subcontractors, consent to their use is deemed to have been given by sending the PO. The contractual partner shall obligate its subcontractors in accordance with this clause 6.
- 6.6 The contractual partner is solely responsible for the management and supervision of its employees, appointees, agents and (pre-approved) subcontractors and must ensure that its personnel and the personnel of (pre-approved) subcontractors comply with all applicable policies, regulations and laws relating to safety, health, environment and security on IPSEN's premises or any other premises accessed or used in the course of the provision of the services.

7. Data Protection

IPSEN and the contractual partner undertake to comply with the applicable data protection regulations. Insofar as personal data of the contractual partner or its employees are provided in the context of the order, IPSEN processes these data exclusively for the processing of the order and in compliance with the relevant data protection regulations, in particular the GDPR and the Data Protection Act (Switzerland). The legal basis for the processing of personal data is the fulfillment of a contract. Further information, in particular on the controller and IPSEN's data protection officer and on the data subjects' rights, can be found at ipсен.com/germany/datenschutz - Section 3.

8. Warranty

- 8.1 In the event of defects, we shall be entitled to statutory claims without restriction within the statutory warranty period.
- 8.2 Material defects in the delivery of goods will be deemed to have been notified in good time if we notify the contractual partner of them within 14 calendar days of receipt of the goods. Hidden material defects are notified in good time if notification is made to the contractual partner within 14 calendar days of discovery.

9. Liability

- 9.1 The contractual partner will be liable for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by him; he will undertake to indemnify us from the resulting liability vis-à-vis the respective third party.
- 9.2 The contractual partner gives an undertaking that no property rights of third parties are infringed by products delivered by him. He undertakes to indemnify us from all claims raised by third parties against us on account of such an infringement of industrial property rights and to reimburse us for all necessary

expenses in connection with this claim. This claim is independent of any fault of the contractual partner.

- 9.3 In other respects, the liability of both parties will be governed by the statutory provisions.

10. Ban on assignments

The contractual partner may not assign his claims from the contractual relationship to third parties, except for a monetary claim.

11. Final provisions

- 11.1 Amendments and supplements to the contract and/or these T&C as well as ancillary agreements must in any case be expressly agreed in text form in order to be effective. This also applies to any amendment to this formal requirement.
- 11.2 The place of performance for both parties and the exclusive legal venue for all disputes arising from the contractual relationship is at the registered office of IPSEN.
- 11.3 The contracts concluded between IPSEN, and the contractual partner shall be governed by the law of the country in which the contracting IPSEN company has its registered office, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and Conflict of Laws (Rome I Regulation).
- 11.4 Should a provision of the T&C be or become invalid, this shall not result in the invalidity of the remaining provisions. Rather, the statutory provisions shall apply in this case.