

GENERAL TERMS AND CONDITIONS

1. General

These general terms and conditions (hereinafter "**General Terms and Conditions**") shall apply to all orders ("**Purchase Order**") and deliveries of products and materials (hereinafter "**Products**") to PolyPeptide Laboratories Holding (PPL) AB, and/or to any Affiliate (hereinafter "**PPL**") supplied by a third party (hereinafter the "**Supplier**").

For the purposes of these General Terms and Conditions the term "**Party**" shall mean PPL or the Supplier and where used in the plural shall mean PPL and the Supplier. Further, the term "**Affiliate**" shall mean any legal entity controlling, controlled by or under common control with PPL.

2. Purchase Orders

All Purchase Orders for Products shall be made in writing (through the ERP system, email/pdf file or similar) by an authorized representative of PPL. These General Terms and Conditions shall be regarded as an integrated part of and governing any Purchase Order made.

3. Order Confirmation

PPL shall issue a Purchase Order in respect of any batch of Products together with the relevant specifications to which such Products shall be delivered in accordance with (the "**Specifications**") and upon acceptance of the same by the Supplier such Purchase Order shall represent a binding obligation on the part of the Supplier. Shipment of the Products shall always be considered acceptance of the applicable Purchase Order.

An individual agreement (the "**Agreement**") is formed by each Purchase Order and these General Terms and Conditions. This Agreement supersedes any prior communications, representations, promises or negotiations, whether oral or written, regarding the subject matter. Any proposal for additional or different terms and conditions (whether included in the Supplier's quote, acknowledgement, or any other document) is rejected unless expressly accepted in writing by PPL.

The Parties may also enter into a non-exclusive framework agreement or other agreement regarding the purchase of the Products (the "**Framework Agreement**") that together with these General Terms and Conditions will form a general agreement for the purchase of the Products (the "**General Supply Agreement**").

If there is an irreconcilable conflict among the provisions of these documents, the following order of precedence applies: (i) any Purchase Order, (ii) any Framework Agreement, and (iii) these General Terms and Conditions.

4. Prices

The Supplier will furnish the Products at the prices stated in the Purchase Order. The prices shall be fixed and may

not be adjusted upwards due to changes in costs etc. unless the Parties expressly agree to this. The prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges and all customs duties, fees, or charges that must be separately itemized on all the Supplier's invoices. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to PPL of any Products, PPL will pay the tax as an addition to payments otherwise due to the Supplier under the Purchase Order, if the Supplier provides PPL with a value-added tax (or equivalent tax) invoice.

5. Terms of Payment

Unless otherwise stated in the Purchase Order confirmation or invoice, payment is due 90 days from the date of invoice, provided that the Products have been delivered free of any non-conformities and that the invoice have been prepared in accordance with PPL's requirements.

6. Delivery

Terms of delivery for delivery of Products within Europe and USA shall be DDP (INCOTERMS 2020). For delivery of Products to India the terms of delivery shall be CIP Mumbai Airport (INCOTERMS 2020). Delivery shall take place on the date of delivery as stated in the Purchase Order issued by PPL (the "**Delivery Date**") and as further itemized in the Purchase Order documentation. All Products shall be packaged according to PPL's instructions or, if there are none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. If Products are damaged during transit as a result of the Supplier's failure to package the Products in this manner, the Supplier shall be responsible for replacement of any segregable portion that is damaged with new (not refurbished) parts. If requested by PPL, the Supplier shall give written notice of shipment to PPL when the Products are delivered to a carrier for transportation.

The Supplier shall make no partial delivery or delivery before the Delivery Date unless expressly agreed by PPL. PPL reserves the right to refuse delivery of Products and return the same at the Supplier's risk and expense if the Supplier does not deliver on the Delivery Date. Time is of the essence and all dates referred to in the Purchase Order issued by PPL or elsewhere in the General Supply Agreement, shall be firm. If the Supplier anticipates any difficulty in complying with a Delivery Date or any of its other obligations under the Agreement, the Supplier shall promptly notify PPL in writing.

If a delay in delivery occurs, the Supplier shall immediately forthwith give notice to PPL of the delay and the reasons thereof. The Supplier shall pay, as liquidated damages, 0.5% of the total value of the delayed delivery for each day by which the Delivery Date is exceeded, however such liquidated damages shall not exceed an aggregate of 30 % of the total price of the delayed delivery. The liquidated damages may be deducted from the Supplier's invoice. The payment of such liquidated damages shall be without prejudice to PPL's other rights and remedies available to it under law or contract.

For each delivery, the Supplier shall be responsible for the insurance of each shipment of Products for full replacement value (IICA) with a reputable insurance company acceptable to PPL and shall furnish PPL with the relevant insurance certificates.

The ownership of the Products is transferred to PPL at the time of delivery of the Products in accordance with this section 6.

Before delivery of the Products are made to PPL, the Products shall, at the expense of the Supplier, if PPL so decides, be tested by a well-reputed independent testing organization.

The Supplier is responsible for obtaining and maintaining any export and import license(s) and all other certifications, permits etc. required for delivery of the Products in accordance with applicable Incoterms.

The Supplier shall inform of and issue all documentation which may be required by law, regulation or reasonably requested by PPL regarding the export and import of the Products.

7. Non-conformity

PPL shall notify the Supplier as soon as reasonably practicable of any non-conformity of the Products with any or all the warranties set out in section 8 below. No inspection, tests, approval, design approval or acceptance of the Products by PPL relieves the Supplier from responsibility for nonconforming Products.

The Supplier shall, within the timeframe set by PPL, at the choice of PPL, either replace or repair the nonconforming Products at its own cost and pay all freight and other costs, with respect to such replacement or repair, or refund to PPL any sums previously paid in respect of any such quantity of nonconforming Products. The Supplier must collect the nonconforming Products at its own expense.

Such replacement or refunding shall be expressly without prejudice to PPL's other rights and remedies available to it under law or contract. In the event that the Supplier fails to repair or replace the nonconforming Products within

reasonable time, PPL may at its option repair any retained nonconforming Product at the Supplier's expense; or replace them with Products from another supplier and charge the Supplier the cost thereof; or terminate the Agreement or General Supply Agreement. The Supplier must also refund PPL for any sums previously paid by PPL for the nonconforming Products.

8. Warranty and Liability

The Supplier warrants that:

- (i) the delivered Products shall be in accordance with the Specifications;
- (ii) the Products shall be suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
- (iii) the Products shall not infringe the intellectual property rights of any third party;
- (iv) the Products shall be delivered free from all liens and other encumbrances;
- (v) the Products shall be delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use and all such licenses shall include the right to transfer and the right to grant sublicenses;
- (vi) the Supplier shall have all necessary permits and registrations for the Products; and
- (vii) the Products shall conform with all applicable laws and regulations.

It is expressly agreed and acknowledged by the Parties that the above warranties are not exhaustive and shall not be deemed to exclude any warranties set by law or other rights or warranties which PPL may be entitled to.

Without prejudice to any other rights accruing hereunder or at law or at contract, the above warranties will subsist in relation to any single delivery of Products for a period of 36 months from the date of actual delivery of the Products (the "**Warranty Term**"). Products repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Products, or twelve months following the delivery date of such repaired or replaced Products, whichever is longer.

9. Indemnification and compensation

The Supplier shall compensate, indemnify, defend, and hold harmless PPL and its owners, subsidiaries, Affiliates, officers, directors, employees, principals, agents, successors, assigns, and customers from and against any loss, cost, damage, claim, demand, legal costs, costs of investigation or expense arising or occurring as a result of:

- (i) delay in the delivery of the Products;
- (ii) failure of any of the Products to meet the warranties set out in section 8 above;
- (iii) product liability claims, including personal injury or property damage caused by the Products;
- (iv) personal injury or property damage caused by negligence or misconduct on the part of the Supplier, its officers, servants, agents, contractors or subcontractors; and/or
- (v) any violation of applicable law, rule or regulation by the Supplier, its officers, servants, agents, contractors or subcontractors.

10. Cases of Relief (Force Majeure)

All cases of force majeure, being any circumstance or set of circumstances outside the reasonable control of a Party and which materially impede a Party from performing its obligations hereunder ("**Force Majeure**") and which shall include, but not be restricted to, fire, flood, earthquake, explosion, riot, strike, lockout, terror, war and regulations of any governmental or local authority shall, for the duration of and to the extent of the effects caused by such disturbances, release the Parties from the performance of their contractual obligations hereunder for the duration of such Force Majeure, subject that Force Majeure shall not release the Supplier from using all endeavors to mitigate any impact of any Force Majeure so as to be able to perform its obligations hereunder, as soon as reasonably practicable, notwithstanding such Force Majeure. If delivery of any Products is delayed for more than 45 calendar days, PPL may, without liability, cancel all or any part of the Agreement or the General Supply Agreement.

11. Confidentiality

The Supplier undertakes, without limitation in time, during the term of the Agreement and thereafter, not to disclose any Confidential Information received from PPL to any third party and to only use such Confidential Information for the sole purpose of the fulfillment of the Agreement.

"**Confidential Information**" means any and all information disclosed by PPL or that relates to the Agreement or its contents, regardless of whether the information has been documented or not, with the exception for (i) information which at the time of disclosure is in the public domain or which is published after disclosure or otherwise becomes part of the public domain through no fault of the Supplier; (ii) information which was known by the Supplier at the time of disclosure as shown by written record to this effect; and (iii) information which the Supplier has received from a third party who did not acquire the information from PPL under an obligation of confidence.

The Supplier shall procure that its employees, consultants and board members adhere to the confidentiality provisions in this Section 11.

For the avoidance of doubt PPL shall be the sole owner of any Confidential Information that PPL discloses to the Supplier, this includes Confidential Information provided in any Specifications.

12. Termination

Each Party shall have the right to terminate the Agreement or the General Supply Agreement with immediate effect by written notice to the other Party, if the other Party

- (i) should materially violate any of its obligations under the Agreement (including but limited to a delay in delivery of the Products of more than 14 days or delivery of nonconforming Products) and should have failed to make good such violation within 30 days after written notice; or
- (ii) is declared bankrupt, suspends its payments, makes a composition with its creditors or otherwise becomes insolvent.

PPL shall be entitled to terminate the Agreement or the General Supply Agreement in writing with immediate effect in case of change of ownership or control of the Supplier, if the Supplier is directly or indirectly coming under the control of a competitor of PPL.

The provisions in Sections 7, 8, 9, 11 and 13 shall survive the termination or expiration of the Agreement or the General Supply Agreement.

13. Governing law and disputes

The Agreement and General Supply Agreement shall be governed and construed by the substantive law of the country where the purchasing PPL legal entity has its registered place of business, notwithstanding its conflict of laws rules. The United Nations Convention for the International Sale of Goods shall not apply to the Agreement.

PPL and the Supplier will attempt in good faith to resolve any disputes, differences, or questions arising out of or relating to the delivery of Products under the Agreement.

Any dispute, controversy or claim arising out of or in connection with the delivery of Products under the Agreement, or the breach, termination or invalidity of the Agreement or the General Supply Agreement, shall be finally settled by the competent court where the purchasing PPL legal entity has its registered place of business.

Instead of what is stated above, if the purchasing PPL legal entity is a US legal entity, the Agreement shall in all cases be governed by and construed with the laws of the

state where the purchasing PPL legal entity has its registered place of business, notwithstanding its conflict of laws rules. Any dispute, controversy or claim arising out of or in connection with the Agreement and General Supply Agreement, or the breach, termination or invalidity thereof, shall be commenced and maintained only in the competent court of the state where the purchasing PPL legal entity has its registered place of business. Both Parties hereby submit to the sole and exclusive jurisdiction and venue of such courts. The United Nations Convention for the International Sale of Goods shall not apply to the Agreement.