

AGB-PHARMA AB – TERMS AND CONDITIONS OF SALE

1. Application of the Terms and Conditions of Sale

1.1. These Terms and Conditions of Sale apply to all sales entered into by AGB-Pharma AB, Scheeletorget 1, Medicon Village, 223 81 Lund, registered with the Swedish Company Register under Org. No. 556859-2074, ("**Company**") for products of the Company (the "**Products**") with a professional Buyer (the "**Buyer**") in Germany. Unless otherwise expressly agreed in writing in a separate agreement by Company, the Buyer does not benefit of any exclusivity on the resale of the Products in any territory. By accepting these Terms and Conditions of Sales, the Buyer agrees that its own terms and conditions of purchase or any other term stated on its documents are not applicable, unless otherwise agreed in writing by Company. Any order made by the Buyer to Company implies acceptance by the Buyer of the Terms and Conditions of Sale of the Company being applicable on the time of order by the Buyer. The sales agreement concluded between Company and the Buyer (hereinafter the "**Agreement**") incorporates the order, as accepted by Company, the version of the Terms and Conditions of Sale being valid at the time of order, and, if applicable, the particulars agreed between Company and the Buyer, together with any applicable category-based terms and conditions of sales.

2. Order and price

2.1. Any order from the Buyer must be made in writing (sent, in accordance with the communication mean(s) agreed by the Parties, to the postal or email addresses or telephone numbers indicated by Company to the Buyer, or by any other electronic transmission method given by Company to the Buyer). The order will be subject to the acceptance of Company and will become binding and irrevocable from this acceptance. Such acceptance is an obligatory requirement for the conclusion of the Agreement. Parties Acceptance by Company may be express, by written acceptance of the order, or tacit, by the delivery of the Products ordered and issue of the invoice. Company reserves the right to refuse the Buyer's order, in particular, if Company's production capacity does not allow for the timely production of the Product(s) ordered by the Buyer.

2.2. If the Buyer is a wholesaler, the Products will only be supplied in a minimum order quantity of six (6) units per unique Product code (PZN) ("Wholesaler Minimum Order Quantity"). One (1) unit being one (1) bottle of tablets, with a content of either 30 or 100 tablets. The quantity ordered must be a multiple of the Wholesaler Minimum Order Quantity. Any order deviating from these multiples will be rounded up to the nearest multiple.

2.3. If the Buyer is a pharmacy, the Products will only be supplied if the order value reaches or exceeds the minimum order value of fifty Euro (€50.00), excluding VAT.

2.4. The Product prices are always quoted in Euro and are exclusive of taxes and other duties. Any sales taxes, VAT, registration fees, duties on the Products, their sale, their waste management, or their transport (including any ecotax or other tax on transport or environmental tax or eco-duties or other contribution applied to the Products, their sale, waste management or their transport or entailing an increase of the price of the Products or their transport cost) shall be added to the price of the Products. If one of these

items must be included in the unit price, it will entail an increase of the unit price in proportion to the amount of the relevant item.

2.5. The price of the Products is that given in the Agreement. Company is entitled to adjust the agreed prices in the event of unforeseen, not only insignificant changes if, labour, transport (in particular fuel) or energy costs or of the purchase price of raw materials, or in case of any modification of the import or import laws and regulations (including the increase of customs duties) or exchange rates entailing an additional cost for Company occurring in the time period at which the order of the Buyer is placed and the agreed delivery time, if that delivery time is more than [thirty] days after the date of the order.

2.6. Prices include standard packaging of Company. Any specific packaging request from the Buyer will be at the Buyer's expense.

2.7. Orders will be processed by the assigned agent of Company, currently CPL Pharma Lager und Vertrieb GmbH, Germany.

3. Delivery and acceptance

3.1. Unless otherwise agreed with the Buyer Products shall be delivered within 15 calendar days from the acceptance of the Buyer's order by Company. [Delivery dates are non-binding.] Notwithstanding the above, the usual delivery time on working days is 72 hours.

3.2. The Buyer shall be entitled to cancel the order if the Products are not delivered within eight (8) calendar days after the contemplated delivery date, except in case of a force majeure event suffered by Company.

3.3. Products shall be delivered DAP ("Incoterms 2020") at the Buyer's warehouse or store in Germany named by the Buyer (the "**Place of Delivery**"). The Buyer is responsible to take delivery of the Products and is obligated to unload the Product at its own risk at the Place of Delivery. For this, Buyer shall provide adequate and appropriate equipment and support. On delivery of the Products, the Buyer will acknowledge receipt of the Products in writing.

3.4. Company reserves the right to deliver all or any part of the Products in consignments (partial deliveries) at its discretion. In the case delivery is by consignment, each consignment may, at Company's discretion, be treated as a separate order and invoiced separately.

4. Payment

4.1. Any invoice for Products must be paid net without deductions (e.g. costs for bank charges) within 30 calendar days from the date of the invoice, unless otherwise agreed in writing. In the event of late payment, Company can, without prejudice to its other rights and remedies and without a prior formal notice being necessary, (i) suspend current orders, (ii) invoice late payment penalties from the day following the due date, by applying to the amount due including taxes (including taxes and duties set out in clause 2.4) an interest rate of nine (9) percentage points above the basic rate of interest, and (iii) apply a fixed indemnity of forty Euro (€40.00) for recovery costs, without prejudice to its right to claim all additional costs incurred for the recovery.

4.2. Company reserves the right to modify at any time the payment terms provided in clause 4.1 or otherwise agreed

with the Buyer, either (i) for new Buyers, depending on their credit score, or (ii) for Buyers who previously made a late payment of an invoice issued by Company or which credit score is altered. In such cases, Company may request from the Buyer payment of the invoice upon or before delivery of the Products.

5. Retention of title

- 5.1. Company retains title to the Products until full payment of all of Company's present and future claims under the Agreement and any ongoing business relationship (the "Secured Claims").
- 5.2. The Buyer is obligated to insure the Products at its own expense until the transfer of ownership is complete.
- 5.3. The Buyer also undertakes to separate the Products from its other goods until the price has been paid in full. The Products subject to retention of title may not be pledged to third Parties or assigned as security before full payment of the Secured Claims. The Buyer shall notify Company in writing without undue delay if an application for insolvency proceedings is filed or if third Parties seize the Products belonging to Company.
- 5.4. In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the purchase price due, Company shall be entitled to rescind the Agreement in accordance with the statutory provisions and/or to demand surrender of the Products on the basis of the retention of title. The demand for return of the Products shall not constitute a declaration of rescission; Company shall rather be entitled to demand only the return of the Products and to reserve the right to rescind the Agreement. If the Buyer fails to pay the purchase price due, Company shall only be entitled to assert these rights if Company has previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.
- 5.5. Until revoked in accordance with (c) below, the Buyer shall be entitled to resell the Products subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
 - (a) The Buyer hereby assigns to Company by way of security all claims against third Parties arising out of the resale of the Products. Company accepts the assignment. The obligations of the Buyer set forth in clause 5.2 shall also apply with respect to the assigned claims.
 - (b) The Buyer shall remain authorised to collect the claim in addition to Company. Company undertakes not to collect the claim as long as the Buyer meets its payment obligations towards Company, there is no deficiency in its ability to pay and Company does not assert its retention of title by exercising a right under clause 5.4. If this is the case, Company may demand that the Buyer (i) discloses to Company the assigned claims and the debtors thereof, (ii) provides all information required for collection, (iii) hands over the relevant documents, and (iv) notifies the debtors (third Parties) of the assignment. In addition, Company shall in such case be entitled to revoke the Buyer's authority to further sell and process the Products subject to retention of title.

- (c) If the realisable value of the securities exceeds Company's claims by more than 10%, Company shall release securities of its choice at the Buyer's request.

6. Warranty

- 6.1. Company warrants the conformity of the Products with the specifications stated in the order, upon acceptance of such order by Company.
- 6.2. The Products must be inspected by the Buyer immediately upon receipt. Any claim for apparent non-conformity or defect must be made by the Buyer to Company within a period of 48 hours from receipt of the Products. Any claim for non-conformity or hidden defect non-apparent on the date of receipt of the Products must be sent to Company within a period of 48 hours from the date on which the hidden defect or non-conformity is known or should have been known. Otherwise, the Products will be deemed to be without defect and in conformity with the order in quantity and quality. This clause is without prejudice to the claims and reserves that must be made by the Buyer against the carrier in case of losses or damages linked to the transport, in accordance with applicable laws and regulations.
- 6.3. The Products are carefully packed. Complaints due to improper delivery and transport damage must be reported to Company in writing immediately, but at the latest within forty-eight (48) hours of receipt of the Products. Such report should include at least a copy of the delivery note, the proof of delivery and the invoice.
- 6.4. In case of non-conformity of the delivered Product, Company is entitled to alternative performance in the form of remedy of defect or delivery of conforming Products.
- 6.5. Following a claim that the delivered Products are defective or fail to conform with the Agreement, the Buyer shall make such Products available for collection by Company. Products cannot be returned without the prior written consent of Company. After Company has given its consent, Products will be returned at Company's expense and risk. Products which are returned by the Buyer without prior approval or not in accordance with Company's instructions, can be rejected and returned at the cost of the Buyer.
- 6.6. Company's right to refuse alternative performance under the statutory conditions shall remain unaffected.
- 6.7. If, following a claim that ordered Products are missing (e.g. delivery of a shortfall in quantity), Company accepts such claim, Company can, at its sole discretion, either deliver to the Customer Products which are in accordance with the Agreement or issue the Buyer a refund note that equals the invoice price of the missing Products after deduction of any additional discount or rebate that has been given or paid by Company.
- 6.8. From time to time, Company will review the Buyer's return level. If the Buyer's return level vary significantly from

expected levels, Company reserves the right to withhold future refunds on all or a proportion of returned Products.

- 6.9. Any warranty granted by Company to end-consumers is not applicable to the Buyer.
- 6.10. Warranty claims shall be time-barred after twelve (12) months of the transfer of risk.

7. Liability

- 7.1. Company's warranty of clause 6.1 shall not apply and Company shall not be held liable if the Products are used, displayed or stored in a way that does not comply with the instructions provided by Company, or if the Buyer or any other third Party modifies or tampers with the Products.
- 7.2. Unless otherwise provided in the Agreement or these Terms and Conditions of Sale, Company shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 7.3. Company shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the event of simple negligence, Company shall be liable, subject to statutory limitations of liability (e.g. due care in its own affairs; minor breach of duty), only for
- (a) damages resulting from injury to life, body or health,
 - (b) damages resulting from a breach of an essential contractual obligation (i.e. an obligation of which is essential for the proper performance of the Agreement and the observance of which the contracting Party regularly relies on and may rely on); in such case, however, Company's liability shall be limited to the compensation of the foreseeable, typically occurring damage.
- 7.4. The limitations of liability resulting from clause 7.3 shall also apply vis-à-vis third Parties as well as in the event of breaches of duty by persons (also in their favour) for whose fault Company is responsible according to statutory provisions.
- 7.5. The limitations of liability do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods was assumed or for claims of the Buyer under the German Product Liability Act (*Produkthaftungsgesetz*).
- 7.6. The Buyer may only withdraw from or terminate the Agreement due to a breach of duty that does not consist of a defect if Company is responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply.
- 7.7. The Buyer acknowledges that the prices set by Company take into account the exclusions and limitations of liability and warranty provided for in this Agreement and that the Buyer must therefore pay for or insure itself for any damage or loss related to these exclusions and limitations. These exclusions and limitations are also applicable to any recourse from the Buyer's insurers, whether direct or by subrogation.

8. Third Party Claims

- 8.1. Company shall pay all direct losses, costs and damages (the "Losses") awarded by an enforceable court decision to a third Party or agreed to be paid by Company in settlement in respect of any claim against the Buyer, resulting from a third Party claim, demand, suit or action in relation to the Products (a "Third Party Claim"), provided that in the event

of a Third Party Claim, the Buyer promptly notifies Company of the claim, allows Company to control the defence of the claim or any settlement negotiations and cooperates with Company in the defence of any claim in accordance with the provisions of clause 8.3.

- 8.2. Company's liability towards the Buyer in case of a Third Party Claim for any losses suffered by the Buyer, other than the indemnification by Company of the losses of the third Party in accordance with clause 8.1, shall remain subject to the limitations and exclusions provided in clause 7.
- 8.3. In case of a Third Party Claim against Company or the Buyer, both Parties agree to notify in writing the other Party as soon as it is reasonably practicable after becoming aware of such a claim. The Parties shall cooperate fully in the defence of any Third Party Claim and permit the defending Party to defend such claim with the cooperation and participation of the other Party. Neither Party shall conduct itself in such a way as could prejudice the defence of any such claim nor shall it unreasonably withhold its consent to the settlement of any such claim.
- 8.4. The Buyer is not authorised to sell the Product outside of the Federal Republic of Germany. The Buyer shall, as an exception to clause 8.1, be liable for any costs, losses or damages relating to any Third Party Claim as defined in clause 8.1 in connection with any sales outside of the Federal Republic of Germany.
- 8.5. The information supplied with the Products, in particular, their labelling and instructions for use, comply with the laws of the country of the place of delivery, the Buyer's place of business. The Buyer shall not modify the information supplied with the Products, except upon express written instruction of Company. The Buyer shall, as an exception to clause 8.1, be liable for any costs, losses or damages relating to any Third Party Claim as defined in clause 8.1 in connection with an unauthorised modification of the information supplied with the Products.

9. Recall

- 9.1. If, for any reason, Company in its sole discretion deems a recall of Products to be appropriate, the Buyer shall, upon notification from Company (which may be made verbally and/or in writing), follow all reasonable instructions of Company and render all reasonable assistance as may be requested by Company and, in particular shall: (a) make available for collection by Company or its authorized representative all the affected Products; and (b) provide such assistance and/or information as Company may reasonably require.
- 9.2. Company shall be responsible for the cost of collection of affected Products from the Buyer and will make the necessary arrangements for such collection.
- 9.3. Affected Products made available for collection by the Buyer will be credited by Company at invoice price less any additional discount or rebate that has been deducted or paid by Company or replaced by Company with equivalent Products.

10. Force majeure

- 10.1. In addition to the force majeure events defined by law, the following events are considered as force majeure events and suspend the obligations of the Parties for the duration of the event, without any damages being due to the other Party:

epidemic or pandemic, strikes, civil unrest, shortage of raw materials or energy, natural disasters, government action, accidents, delay or other transportation problem, modification of the regulations on export of import making it impossible for Company to ensure delivery of the Products under conditions equivalent to those in force at the time of conclusion of the Agreement, including the increase of customs duties. In case of a strike by the Buyer's personnel making it impossible to deliver the Products on the due date, the Buyer shall be liable for any additional costs that could be claimed by the carrier from Company.

11. Legal and distribution requirements

11.1. The Buyer is aware that specific national and European laws, regulations, and requirements apply to the distribution of pharmaceutical Products. The Buyer declares that it is acting in accordance with all these applicable laws, regulations, and requirements.

11.2. The Buyer further declares that it is holding all authorisations, permissions and approvals that are required to being supplied with pharmaceutical Products. On Company request the Buyer will provide Company with copies of the relevant authorisations, permissions, and approvals.

11.3. The Buyer will distribute the Products within the legally approved supply chain, only. By no means will the Buyer supply the Products to any third person who is not entitled by law or the relevant authorities to receive pharmaceutical Products.

12. Applicable law and jurisdiction

12.1. These Terms and Conditions of Sale and any legal relationship which might arise between Company and the

Buyer out of the sale of the Products, will be exclusively governed by the law of the Federal Republic of Germany with exception of its rules on conflict of law.

12.2. If the Buyer is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Frankfurt am Main, Germany. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

13. Miscellaneous

13.1. With regards to Company's information obligation under relevant data protection law, Company refers to its Privacy Policy which is available at Company home page.

13.2. If any provision of this Terms and Conditions of Sale is declared ineffective or invalid in any way whatsoever and for any reason whatsoever, this will not affect the validity of the other provisions of this agreement and the Parties shall cooperate in order to replace the ineffective or invalid provision with another provision that has a similar economic effect or is as close as possible to the initial intent of the Parties.

13.3. If any Party fails to exercise, in whole or in part, any right, power or privilege conferred upon it under this Terms and Conditions of Sale, this shall not be deemed a waiver of said right, power or privilege, which may be exercised at any time.