

FAREVA

GENERAL CONDITIONS OF SALE **Applicable in Germany– 09/2026**

1. Scope and Application

These General Conditions of Sale (hereinafter the “**GCS**”) set out the terms and conditions under which our company, acting as a supplier of products and/or a provider of services (hereinafter the “**Supplier**” or the “**Service Provider**”), supplies products and/or performs services for the benefit of its customers (hereinafter the “**Client**”), across all business sectors of the Group, including in particular the pharmaceutical and cosmetics sectors. These General Conditions of Sale do not apply to consumers (Verbraucher) within the meaning of Section 13 BGB.

These GCS constitute the sole basis of the commercial relationship between the parties where no framework agreement, specific agreement or Manufacturing and Supply Agreement (“**MSA**”) has been entered into between them. They apply to any sale of products and to any provision of services, as defined in Article 2, carried out directly by the Supplier or by its subcontractors, irrespective of the ordering process or the medium used.

Where the parties have entered into a framework agreement, an MSA, a Quality Agreement or any other specific written agreement, these GCS shall apply only on a supplementary basis, solely with respect to matters not expressly governed by such agreement and subject to their compatibility therewith. In the event of any inconsistency, the provisions of the specific agreement shall prevail.

These GCS shall prevail over any other document issued by the Client, in particular the Client’s general purchasing conditions, unless expressly accepted in writing by the Supplier. Failing such express acceptance, any conflicting condition of the Client shall be unenforceable against the Supplier, regardless of when it may have been brought to the Supplier’s attention.

Any order for products or services implies the Client’s express, full and unconditional acceptance of these GCS, which shall be deemed known and accepted by the Client no later than the date on which the contract is formed.

The fact that the Supplier does not rely, at any given time, on any provision of these GCS shall not be construed as a waiver of its right to rely on such provision at a later date, nor as a waiver of any of its rights.

These General Conditions of Sale constitute version FR-01.04.2026 and cancel and replace any prior version. They shall enter into force as of 1 April 2026.

2. Products

The term “Products” shall be understood broadly and non-exclusively to mean any product, item, substance, batch, prototype, sample or industrial output, as well as any service, sold, supplied or performed by the Supplier, whether such Products are delivered as finished products, semi-finished products, work-in-progress items, prototypes or pilot batches. The Products and/or services may fall within different sectors and activities, including in particular pharmaceutical, cosmetic, industrial or service activities, and may be subject to specific legal, regulatory or technical regimes.

Where the Products or services are subject to specific regulations, including in particular the French Public Health Code, cosmetic regulations, or any other applicable national, European or international regulation, their manufacture, supply or performance shall be carried out in

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compliance with the legal and regulatory provisions applicable to the Supplier, within the scope of its own obligations.

It is expressly agreed that the Supplier assumes no obligation or warranty with respect to the marketing, placing on the market or final use of the Products, unless otherwise expressly agreed in writing between the parties. Mandatory statutory provisions, in particular under the German Product Liability Act (Produkthaftungsgesetz), shall remain unaffected.

3. Orders

Any order must be submitted to the Supplier in writing, be duly dated, and clearly and unambiguously specify all parameters necessary for its performance, including in particular the specifications applicable to the Products, quantities, prices, delivery or performance conditions, requested timelines, as well as acceptance of these GCS.

Any order that is incomplete, unclear or ambiguous may be rejected by the Supplier, without the Client being entitled to any claim, compensation or liability in this respect.

In the case of services, the order shall be deemed formed and binding only after (i) the prior issuance of a quotation by the Service Provider, (ii) the Client's express written acceptance of such quotation, and (iii) the Service Provider's express written acceptance of the order, evidenced in particular by an acknowledgement of receipt, a written confirmation or any other written document issued by the Service Provider.

With respect to the sale of Products, an order shall become final and the sale perfected only upon the Supplier's express written acceptance, which may result either from a written confirmation or from performance of the order, in particular through delivery of the Products, subject, where applicable, to the issuance of a quotation and to the availability of raw materials, packaging items, packaging materials or components (together referred to as the **"Components"**) required for the development or manufacture of the Products.

Any modification to the initial order, of whatever nature, shall require a new written order and the Supplier's express acceptance.

By way of exception, where the Client wishes to amend an order that has already been accepted, such amendments shall be taken into account only subject to the Supplier's prior express consent, at its sole discretion, provided that they are notified in writing at least sixty (60) days prior to the scheduled delivery date of the Products or the performance of the services, are reflected in a specific purchase order duly accepted by the Supplier, and without prejudice to the application of Article 9 of these GCS, in particular with respect to the financial consequences of any cancellation or postponement of an order.

4. Specific Components

In the case of specific, customized or Client-dedicated components, purchased by the Supplier on the basis of the Client's forecasts, commitments or orders, such components may not be used for or resold to other clients and must be consumed within a maximum period of six (6) months from their receipt by the Supplier.

The Supplier shall notify the Client in writing at least thirty (30) days prior to the expiry of the six (6) month period regarding any unused components that will be invoiced. Upon expiry of this period and to the extent the parties have not agreed on an alternative use of the components, any unused components shall be automatically invoiced to the Client at their purchase price, increased by financial and management costs capped at five percent (5%) of the relevant

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amount, as well as storage costs, such storage costs being fixed at a flat rate of seventy-five (75) euros per pallet per month, without prejudice to any other costs incurred by the Supplier.

Such specific components shall remain under the Client's exclusive responsibility, including in the event of any slowdown, suspension or cessation of orders, whatever the cause, except in the event of fault directly attributable to the Supplier.

In the event that components supplied by the Client do not comply with the agreed specifications, the Supplier may, at its sole discretion, suspend, defer or cancel performance of the relevant order, without prior notice and without incurring any liability. All costs, expenses and consequences resulting from such non-compliance shall be borne in full by the Client, including, without limitation, costs relating to storage, handling, destruction, replacement, requalification or production delays.

Where the Client supplies all or part of the components, such components shall be made available to the Supplier, at the designated production site, in the required quantities, quality and timelines, together with all applicable documentation, including in particular safety data sheets, no later than two (2) weeks prior to the scheduled delivery date of the Products. For pharmaceutical Products or medical devices, this period shall be extended to six (6) weeks prior to the scheduled production date. The components shall be delivered at the Client's sole cost, risk and expense, and shall remain under the Client's full responsibility, in particular in the event of loss, damage, obsolescence, regulatory non-compliance or unfitness for use.

The components, the management of which remains under the Client's responsibility, shall strictly comply with all applicable regulations, including, where applicable, REACH Regulation (EC) No. 1907/2006, as amended, without prejudice to any specific regulations applicable to the Products, in particular in the pharmaceutical field.

5. Specifications / Safety

The Products shall be manufactured and/or performed exclusively in accordance with the specifications, technical instructions, technical documentation and requirements communicated and/or approved by the Client, as accepted in writing by the Supplier. The Supplier undertakes to perform the controls, tests and verifications required by the applicable regulations, in particular in the pharmaceutical field, as well as those expressly provided for in the accepted specifications. Subject to the foregoing, the Supplier shall not assume any obligation to verify the suitability of the specifications for the final use of the Products, their marketing or their regulatory compliance in the destination markets, such responsibilities resting exclusively with the Client, unless otherwise expressly agreed in writing between the parties.

The specifications, or where applicable the Client's technical documentation, shall exhaustively describe the tests, controls, analyses and specific requirements to be performed by the Supplier on the Components and/or the Products. Any service, control, test or analysis not expressly provided for in the accepted specifications shall be deemed an additional service and shall be subject to a supplementary quotation issued by the Supplier, which must be accepted by the Client in order to be valid.

The Client undertakes to inform the Supplier, at the time of placing the order, of the presence of any Components classified as hazardous, unstable, perishable or presenting particular risks, whether supplied by the Client and/or used in the manufacture, storage or handling of the Products. The packaging of such Components shall be appropriate, compliant with best industry practices, and shall bear all instructions, safety notices and labelling required by the applicable regulations. Failing complete, accurate and regulatory-compliant information, any incident, accident, damage or consequence arising therefrom shall fall under the Client's exclusive

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responsibility, and the Supplier's liability may not be sought on any ground whatsoever, save for mandatory statutory liability which cannot be excluded or limited.

Any change in the origin, supplier, composition, quality or technical characteristics of Components supplied by the Client, not previously approved in writing by the Supplier, shall automatically result in the immediate suspension of ongoing orders and require the performance of new validations, qualifications or tests at the Client's sole expense. Failing completion or acceptance of such new validations, the Supplier reserves the right to cancel all or part of the relevant order, without any recourse, compensation or liability on its part.

6. Delivery /Lead Times

The Products shall be packaged in accordance with the applicable regulations and the specifications accepted by the Supplier. The quantities of Products delivered shall in principle correspond to those stated in the purchase order. In the event of partial delivery under a blanket or open order, the Supplier reserves the right to deliver a quantity up to ten percent (10%) more or less than the quantities ordered, due to industrial, technical or packaging constraints beyond its control, without such variation giving rise to any claim, penalty or compensation on the part of the Client. Invoicing shall be based on the quantities actually delivered.

Delivery times for the Products or performance times for the services are provided for information purposes only, regardless of the medium on which they appear. Such timelines may only be confirmed by the Supplier as from the date on which all Components required for performance of the order are effectively available at the Supplier's premises, compliant and fit for use.

Any delay in delivery or performance of less than sixty (60) calendar days shall not give rise to any claim, penalty, compensation or termination, unless the Client proves that the delay is due to intent or gross negligence of the Supplier and that the Client suffers a specific loss as a direct consequence thereof.

In the event of a delay exceeding sixty (60) calendar days, and provided that such delay is exclusively attributable to the Supplier, the Client may request termination of the relevant sale or service, to the exclusion of any other remedy, compensation or damages.

The Supplier shall not be liable for any delay, suspension or non-performance attributable to the Client, in particular resulting from the unavailability or non-compliance of the Components, or in the event of force majeure as defined in the applicable provisions of these GCS.

The Products are sold "EXW – Ex Works" (Incoterms® 2020), ex the Supplier's production site. Where, at the Client's express request, shipment of the Products is arranged by the Supplier, such shipment shall be carried out on behalf of the Client, at the Client's sole cost, risk and expense, without any modification to the rules governing the transfer of risks.

In the event of damage, loss, theft or delay during transport, the Client or the consignee shall be solely responsible for exercising any recourse against the carrier and for making all legally required reservations upon receipt of the Products, in accordance with the applicable deadlines and formalities.

The Client shall verify the apparent condition and quantity of the Products upon delivery. Failing express, written and reasoned reservations notified to the Supplier within forty-eight (48) hours following delivery, the Products shall be deemed compliant in quantity with the purchase order and free from any apparent defects.

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Without prejudice to reservations relating to apparent defects, the Client shall notify the Supplier in writing without undue delay, and in any event within the statutory limitation period, of any claim relating to the quality or conformity of the Products. No claim shall be accepted in the event of failure to comply with these formalities.

In the event of a duly substantiated lack of conformity, notified within the applicable time limits and exclusively attributable to the Supplier, the Supplier shall, at its sole option, replace or refund the affected Products, excluding any raw materials (including active pharmaceutical ingredients – APIs) or any other components supplied by the Client, within a reasonable period. If the replacement or refund fails, the Client shall be entitled to reduce the purchase price or to withdraw from the contract, in accordance with applicable law.

The transfer of risks of loss and damage to the Products shall occur upon the Products being made available to the Client, in accordance with the applicable Incoterm, irrespective of the transfer of title and of payment of the price.

7. Liability

The Client shall be solely responsible for the placing on the market, marketing, distribution and final use of the Products.

Accordingly, the Client warrants that the Products covered by the order comply with all applicable regulations, are fit to be placed on the market, and do not infringe any third-party rights, including intellectual property rights and freedom to operate.

The Products are warranted to be compliant with the specifications accepted by the Supplier at the time of delivery, provided that the Components used have been supplied, selected or previously approved by the Supplier, and subject to compliance with normal conditions of use, storage and preservation. For pharmaceutical Products, the Client, in its capacity as marketing authorisation holder or operator, shall remain solely responsible for the quality of the Products placed on the market, including post-release monitoring, the Supplier's obligations being strictly limited to compliant manufacturing, batch release and complaint handling, in accordance with the applicable quality agreements. Any warranty or liability of the Supplier is excluded in the event of misuse, negligence, lack of maintenance, inappropriate storage conditions, normal wear and tear, modification of the Product, intervention by a third party, or force majeure. In the absence of evidence to the contrary provided by the Client, the Products shall be deemed compliant with the accepted specifications.

The Client shall exclusively handle any claim, action or demand brought by its own customers or by any third party and shall indemnify and hold the Supplier harmless from any financial consequences arising therefrom, except where such claim results exclusively from a non-conformity of the Products attributable to the Supplier.

Any third-party claim relating to the Products arising from a Component supplied by the Client, a supplier imposed by the Client, a specification, instruction or requirement of the Client, or the use or marketing of the Products, shall fall under the Client's exclusive responsibility, and the Client shall indemnify the Supplier against any resulting consequences.

The Supplier shall be liable without limitation for damages arising from intent and gross negligence, for injury to life, body or health, and under the German Product Liability Act (Produkthaftungsgesetz).

In case of slightly negligent breach of material contractual obligations (cardinal duties), the Supplier's liability shall be limited to the foreseeable, typically occurring damage.

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In any other cases of slight negligence, the Supplier's liability shall be excluded.

In any event, and to the extent legally permissible, the Supplier's liability shall be limited to the direct loss suffered by the Client and shall not exceed the amount excluding taxes of the relevant order. Liability for indirect, consequential or immaterial loss, including without limitation loss of profit, loss of business, loss of opportunity, loss of market or damage to the Client's reputation, shall be excluded.

In the event of a Product recall, the decision to implement such recall shall lie exclusively with the Client, except where a mandatory legal obligation is imposed on the Supplier. The costs and consequences of such recall shall be borne by the Client, except where the recall results exclusively from a non-conformity of the Products attributable to the Supplier.

8. Financial conditions

Any information contained in the Supplier's price lists, tariffs or pricing schedules is provided for information purposes only and may be amended at any time. Only prices expressly accepted in writing by the Supplier, in a quotation, offer or order confirmation, shall have contractual value.

For product sales, quotations or price offers shall be firm and non-revocable for a period of one (1) month from their date of issuance, unless otherwise expressly agreed. Prices are expressed in euros, exclusive of taxes, ex works the Supplier's production site (EXW – Incoterms® 2020). Value added tax (VAT) and any other applicable taxes, duties or levies in force at the time of invoicing shall be added. Transport, customs, insurance costs and any ancillary costs not expressly included in the quotation shall remain at the Client's exclusive expense.

With respect to services, such services shall be provided at the Service Provider's tariffs in force on the date of acceptance of the order, on the basis of a quotation previously issued by the Service Provider and expressly accepted in writing by the Client. Prices are net and exclusive of taxes. An invoice shall be issued in accordance with the terms set out in the quotation or, failing that, upon completion of the relevant service.

Where the price cannot be determined in advance with sufficient accuracy, the pricing method enabling verification of the amount shall be communicated to the Client or set out in a detailed quotation.

Products shall be invoiced upon being made available, following quality release, and services shall be invoiced in accordance with the terms set out in the quotation or, failing that, upon performance thereof. Invoices shall be payable by any means agreed between the parties. Unless otherwise agreed in compliance with applicable regulations and expressly accepted by the parties, invoices shall be payable within thirty (30) days from their date of issuance. No discount shall be granted for early payment.

9. Delay, cancellation, non-payment

In the event of cancellation by the Client of all or part of an order, for any reason whatsoever, the Supplier reserves the right to invoice the Client a fixed cancellation indemnity equal to five percent (5%) of the amount excluding VAT of the cancelled portion of the order, without prejudice to reimbursement of all costs and expenses incurred by the Supplier. In addition, in the event of cancellation, all costs incurred by the Supplier and all Components purchased, committed or reserved for the performance of the order shall be invoiced to the Client at their purchase price as known on the date of purchase, increased by financial, handling and storage costs. Where such Components may be reused by the Supplier within a period of six (6) months, the portion of

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their purchase cost re-invoiced to the Client shall be reduced by twenty percent (20%), to the exclusion of any other reduction or compensation.

In the event that the Client postpones all or part of an order for a period exceeding three (3) months, where such postponement is notified less than sixty (60) days prior to the scheduled delivery date of the Products or performance of the services, the Supplier reserves the right to invoice the Client a fixed indemnity equal to two percent (2%) of the amount excluding VAT of the affected portion of the order, without prejudice to any other rights or remedies of the Supplier.

In the event of late payment, any amount not paid on its due date shall, as of right and without any prior notice or formality, bear late payment interest calculated at a rate equal to nine (9) percentage points above the base rate as from the day following the due date stated on the invoice, in accordance with § 288 (2) BGB. The base rate shall be the base rate published by the Deutsche Bundesbank in accordance with § 247 BGB.

A fixed indemnity of forty (40) euros for recovery costs shall also be payable, without prejudice to the Supplier's right to claim additional compensation where the recovery costs actually incurred exceed such amount.

In the event of non-payment, even partial, of any amount when due, or in the event of a material deterioration of the Client's financial situation, all outstanding amounts shall become immediately due and payable, without prior formality, and the Supplier reserves the right to suspend or cancel any ongoing order, without incurring any liability and without prejudice to any action to seek compensation for the loss suffered by the Supplier.

10. Retention of Title

The Products sold under these GCS are expressly subject to a retention of title clause. Accordingly, the Products delivered shall remain the exclusive property of the Supplier until full and effective payment of the price, including principal, interest, penalties, costs and any ancillary amounts. This retention of title shall be effective in accordance with § 449 BGB.

For the purposes hereof, "payment" shall mean the Supplier's effective receipt of all sums due, and not the mere delivery of a payment instrument.

The Client shall refrain from creating or allowing to be created, directly or indirectly, any right, security interest or encumbrance over the Products that have not been paid for in full, and shall ensure that such Products are not subject to any seizure, lien, retention right or insolvency or collective proceedings liable to result in their disposal.

In the event of resale, processing or incorporation of the Products prior to full payment, the Client hereby assigns by operation of law, by way of security, to the Supplier the receivables arising from such resale, up to the amount of the sums remaining due, without any specific formality, the Client acting as custodian of the corresponding sums.

The Client undertakes to immediately inform the Supplier of any attempt at seizure, requisition or third-party claim affecting the Products, and to promptly assert the existence of this retention of title clause for the benefit of the Supplier.

11. Intellectual property

All studies, analyses, formulas, processes, methods, developments, know-how, data, documents, results, prototypes and samples of any kind, created, developed or implemented by the Supplier, whether or not delivered to the Client, shall remain, unless otherwise expressly

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agreed in writing, the exclusive intellectual property of the Supplier, both in the context of product sales and service agreements. Such elements are strictly confidential and may not be disclosed, communicated or made available to any third party, directly or indirectly, including in the form of comments, analyses or summaries, without the Supplier's prior written consent. Any provision providing for the use, assignment or licensing of rights over the above-mentioned elements shall be subject to a separate prior express written agreement, distinct from these GCS.

Unless otherwise expressly provided for in a written agreement signed between the parties, the Supplier does not warrant freedom to operate, nor the absence of infringement of third-party rights, in respect of formulas, processes, know-how, samples, specifications or Products, in particular where such elements are defined, imposed or approved by the Client.

12. Personal data

The parties undertake to comply with all applicable data protection laws and regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the **"GDPR"**) and the German Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG) as amended (together, the **"Data Protection Regulations"**). The terms **"Personal Data"**, **"Controller"**, **"Processing"**, and **"Data Protection Officer"** shall have the meanings given to them under the Data Protection Regulations.

Unless otherwise expressly agreed in writing between the Parties, the performance of these General Terms and Conditions of Sale (including any orders governed thereby) does not authorise any transfer or any Processing by the Supplier of Personal Data relating to the Customer's end customers.

For the purposes of performing these General Terms and Conditions of Sale (including any orders governed thereby), each Party Processes Personal Data as an independent and separate Controller, and no processor-controller relationship within the meaning of the Regulations is created between the Parties.

In this respect, the Parties are authorised to Process only the Personal Data strictly necessary relating to their respective professional contacts, and, where applicable, those of their subcontractors, partners or agents, solely for the following purposes: i) pre-contractual measures; ii) the supply of the Products and/or Services; iii) the management and monitoring of the commercial relationship; iv) the management of any dispute relating to the supply of the Products or Services; v) the management of the exercise of personal data rights; and vi) compliance with their contractual, legal and regulatory obligations.

The Personal Data strictly necessary vary depending on the purpose pursued and include, in particular, the names, surnames, job titles, professional email addresses and/or professional telephone numbers of the relevant contacts.

Each Party shall duly inform its own contacts of the Processing of their Personal Data carried out by the other Party.

Each Party shall ensure that access to Personal Data is granted only to persons who strictly require such access for the purposes set out above.

Personal Data shall be retained for a period not exceeding the duration of the contractual relationship between the Parties or the period during which the relevant contacts remain in their respective positions, whichever is shorter, increased by any retention period required under applicable legal or regulatory obligations.

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Each Party shall ensure the effective exercise by the data subjects of their rights under the Regulations, namely: the right of access and copy, the right to rectification, the right to erasure, the right to restriction of processing, the right to object, the right not to be subject to an automated individual decision, and the right to define instructions regarding the processing of their data after death, in accordance with the conditions set out in the Regulations. These rights may be exercised by post or electronically as follows:

- For the Supplier: datenschutz.excella@fareva.com

Each Party remains solely responsible for responding to data subject rights requests directly addressed to it and undertakes to do so within the time limits provided for by the Regulations. The Party receiving such a request shall inform the other Party without undue delay where the request concerns or indirectly affects the latter.

Where one of the Parties has appointed a Data Protection Officer, it undertakes to communicate the contact details of such officer to the other Party upon first request.

The Party affected by an incident likely to impact the Personal Data of the other Party's contacts shall inform the other Party as soon as possible of the occurrence of such incident, its nature, the Personal Data concerned, the measures taken, and the potential impact on the rights and freedoms of the data subjects concerned.

13. Suspension of Performance, Hardship, Force Majeure and Termination

In accordance with § 320 BGB, the Supplier may refuse to perform all or part of its obligations, even where such obligations are due, without incurring any liability, where the Client fails to perform its own obligations and such failure is sufficiently serious, in particular in the event of non-payment when due or any breach likely to jeopardize the continuation of the contractual relationship or materially disrupt its economic balance.

In accordance with § 313 BGB, in the event of a change in circumstances that was unforeseeable at the time of conclusion of the contract and that renders performance excessively onerous for the Supplier, in particular in the event of a significant increase in the cost of raw materials, energy, transport, components or regulatory constraints, the Supplier may request a renegotiation of the applicable financial and/or operational conditions, without prejudice to its rights, the Client undertaking to negotiate in good faith. Failing agreement within a reasonable period, the Supplier may suspend performance of its obligations or terminate the relevant order, without compensation being due to the Client.

In the event of the occurrence of a force majeure event within the meaning of § 275 BGB or of a fortuitous event affecting the Supplier, including, without limitation, floods, fires, total or partial strikes, lock-outs, equipment failure or unavailability, shortages of raw materials or components, supply chain disruption, epidemics, pandemics, or any administrative or regulatory decision, the Supplier shall be released from its obligations for the duration of the event, without incurring any liability. Quantities of Products already ordered and ready to be delivered shall nevertheless be accepted by the Client.

Products already manufactured, quality-released or ready for delivery at the date of occurrence of such event shall in any event be accepted and paid for by the Client, unless duly justified material impossibility.

Where the effects of a force majeure or fortuitous event extend beyond three (3) months, the parties shall meet in order to review the conditions for continuation or termination of the relevant order.

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Where the force majeure event continues for more than six (6) months, the Supplier may terminate by operation of law the relevant order or the affected obligations, without any indemnity being payable to the Client.

In the event of a sufficiently serious breach by the Client of any of its obligations, in particular in the event of non-payment, the Supplier may notify termination of these GCS and/or the relevant order, following a formal notice to perform remaining ineffective for a period of fifteen (15) days, in accordance with § 323 BGB, without prejudice to any claim for compensation for the loss suffered.

14. Governing Law and Jurisdiction

These GCS shall be governed by and construed in accordance with German law. Any dispute relating to these GCS, the Products, the Services, the orders or any agreements related thereto, in particular with respect to their formation, validity, interpretation, performance or termination, shall fall within the exclusive jurisdiction of the competent courts of Nürnberg, Germany, including in the event of third-party proceedings or multiple defendants.

These GCS are drafted in English. In case of any discrepancy between different language versions, the English version shall prevail.