

Standard Terms and Conditions for the Purchase of Products and Services by:

Siegfried USA, LLC | Siegfried Grafton, Inc., d/b/a Siegfried Acceleration Hub

(hereinafter referred to as "Siegfried")

1. Scope of Application

1.1. These Standard Terms and Conditions for the Purchase of Products and Services by Siegfried ("Terms and Conditions") shall apply to all oral or written contracts and other business relations entered into by Siegfried and a vendor of Siegfried ("Vendor") for purchase by Siegfried of (i) raw materials, chemicals, intermediates, excipients, drug substances or other materials ("Products") and/or (ii) analytical, research, laboratory or other services rendered for Siegfried ("Services"). These Terms and Conditions shall also apply to contracts and other business relations which are subject to a written agreement between Siegfried and Vendor, unless such written agreement explicitly waives the applicability hereof.

1.2. Different or additional specific terms agreed on by the Parties in a written agreement or requested by Siegfried in writing shall prevail over these Terms and Conditions. The applicability of any general terms and conditions of the Vendor shall be excluded.

2. Offers

2.1. Any offers, quotations or proposals submitted by Vendor to Siegfried for Products or Services ("Offers") shall be legally binding on Vendor for a period of sixty (60) days and shall not be subject to compensation by Siegfried.

2.2. Upon acceptance of an Offer by Siegfried as set forth in Section 3, Vendor shall be obliged to deliver Products or perform Services for Siegfried.

2.3. Vendor acknowledges that statements or forecasts made by Siegfried in requests for Offers are non-binding estimates and may be altered at any time.

3. Purchase Orders

3.1. Siegfried may issue purchase orders or work orders to Vendor authorizing Vendor to commence the manufacture of Products or the performance of Services ("Purchase Order").

3.2. Only Purchase Orders placed in writing are binding. Purchase Orders placed orally or over the telephone require written confirmation by Vendor.

3.3. Vendor shall confirm any and all of Siegfried's Purchase Order within five (5) business days after issue thereof in writing ("Order Confirmation"). If Vendor does not confirm a Purchase Order within such five (5) business days, then the Purchase Order shall be deemed accepted. An Order Confirmation differing from the Purchase Order specified by Siegfried shall require written acceptance by Siegfried.

3.4. Siegfried shall have the right, at its sole discretion, to modify any Purchase Order, even after receipt of the Order Confirmation by Vendor.

4. Prices and Payment Terms

4.1. All prices by Vendor for Products and Services for Siegfried shall be offered DDP, Siegfried's designated destination, pursuant to the ICC Incoterms 2020 (or any subsequent version), unless otherwise stated by Siegfried.

4.2. All prices indicated in the Purchase Order are fixed prices and, include any and all taxes, fees, duties, and packing, transportation, insurance or other costs, unless otherwise agreed.

4.3. Vendor shall be solely responsible for all of its costs and expenses in connection with its obligations relating to the Products or Services, such as, but not limited to, salaries, office expenses, insurance contributions, correspondence.

4.4. If Vendor implements a reduction of its list prices, such reduction shall also apply to any outstanding Purchase Order.

4.5. Vendor shall be fully responsible and liable for any tax and any other deduction, contribution, assessment or claim arising from or made in connection with the Products or Services.

4.6. Vendor shall issue the invoices, in electronic form, on the date of receipt of the Products and/or the Services by Siegfried on time, in full, and in accordance with Section 6.

4.7. Unless otherwise agreed in writing, Siegfried shall pay any undisputed invoice within ninety (90) days after date of receipt of any correct invoice of Vendor by Siegfried.

5. Delivery of Products and Services

5.1. Delivery of Products and Services shall be DDP, Siegfried's designated destination, pursuant to the ICC Incoterms 2020 (or any subsequent version), unless otherwise stated by Siegfried. Risks of loss shall pass to Siegfried upon delivery of the Products or Services at Siegfried's designated destination.

5.2. Vendor shall store, pack, and label the Products in such a way that the integrity of the Product is ensured during storage, transport, shipment and delivery. Packaging shall be marked with material designation, net and gross weight, batch number, and declaration regarding dangerous goods. Chemical substances shall be classified and labeled according to the United Nations Globally Harmonized System GHS and Regulation (EC) No 1272/2008, if applicable. Vendor guarantees traceability at all times.

5.3. With every shipment of Products, Vendor shall provide Siegfried with the requested documents, such as a Certificate of Analysis certifying that the Products conform to the Specifications, if applicable.

5.4. Siegfried or its designee, in Siegfried's sole discretion, shall have the right to inspect all Products and Services before delivery to Siegfried at Vendor's facility or after delivery to Siegfried.

5.5. Time is of the essence. Any delivery dates indicated in the Purchase Order qualify as expiration dates and the failure of Vendor to meet such delivery dates shall be deemed a material breach of these Terms and Conditions.

5.6. Siegfried, in its sole discretion, shall have the right to accept or refuse acceptance of late delivered Products or Services.

5.7. Any rights of Siegfried to claim damages from Vendor shall remain reserved, regardless of acceptance or refusal of late delivered Products or Services.

5.8. Vendor shall immediately inform Siegfried in writing of any delay in delivery of Products or Services, stating (i) the reason for, (ii) the expected length of, and (iii) the actions taken by Vendor to limit the delay.

5.9. Siegfried reserves the right to refuse or return, at Vendor's risk and expense, any shipment of Products made in excess of the quantities stated in Siegfried's Purchase Order or any shipment of Products that is incorrect labeled.

6. Representations and Warranties

6.1. Vendor represents and warrants that:

(a) it complies with all applicable laws, statutes, rules and regulations, including, but not limited to, those relating to health, safety and the environment, fair labor practices, unlawful discrimination, debarment, fair competition, and anti-bribery, including, but not limited to, the (i) OECD Anti-bribery Convention, (ii) US Foreign Corrupt Practices Act (FCPA), and (iii) UK Bribery Act;

(b) the Products delivered and the Services rendered shall be performed, manufactured, delivered and sold in compliance with all applicable laws, regulations and guidelines set forth by governmental authorities;

(c) the Products delivered are of the agreed quality, conform with the specifications of such Products, and are free of any defects;

(d) the Services were performed with a standard of care of no less than adequate and common in the chemical, pharmaceutical or other relevant industry, as the case may be;

(e) if and to the extent applicable, the manufacture of Products, performance of Services and/or delivery thereof complies with the current Good Manufacturing Practices (cGMP), current Good Laboratory Practices (cGLP), current Good Distribution Practices (cGDP), or any other relevant current Good Practices (cGxP), as defined by applicable laws and regulations;

(f) if and to the extent applicable, the facility used for the manufacture of the Product or the performance of the Services is and will be (i) maintained in good operating condition and (ii) operated in compliance with cGMP and all other applicable laws and regulations; and

(g) the manufacture of Products, performance of Services and/or delivery thereof shall not infringe any intellectual property rights of Siegfried or any third party.

6.2. Vendor shall at all times respect and comply with (i) the Code of Business Conduct and (ii) the Supplier Integrity Commitment of the Siegfried Group. Such documents are available online at www.siegfried.ch and will be handed out as a hard copy upon request. Any actual or threatened non-compliance shall be reported to Siegfried without any delay.

6.3. Vendor's representations and warranties shall survive acceptance and payment of the Products and Services by Siegfried, and shall expire two (2) years after delivery at Siegfried's designated destination. Within such two (2) year period, Siegfried may notify Vendor of a breach of any of Vendor's representations or warranties at any time.

6.4. In case of a breach by Vendor of any of Vendor's representations and/or warranties, Siegfried, in its sole discretion, may request that Vendor, at no additional cost to Siegfried, (i) replaces the Products or Services with Products or Services complying with Vendor's representations and warranties, (ii) reworks the Products or Services or (iii) reprocesses the Products or Services. Any rights of Siegfried to claim damages from Vendor shall remain reserved.

7. Inspection and Information

7.1. Siegfried may, at reasonable times and upon reasonable notice to Vendor, perform such inspections and/or audits at Vendor's facilities as Siegfried deems necessary to assure itself of Vendor's compliance with applicable laws and regulations as well as to assure that Vendor is complying with its obligations hereunder.

7.2. Vendor shall provide Siegfried with immediate notice in the event of any significant condition or incident, which could adversely impact the Product or Vendor's ability to manufacture the Product or render the Services for Siegfried.

8. Consigned Materials

8.1. If and to the extent necessary, Vendor shall be responsible that any materials to be supplied by or on behalf of Siegfried for the manufacture of the Products or rendering of the Services ("Consigned Materials") are made available to Vendor in sufficient quantities, in due time, and of good quality.

8.2. Title to these Consigned Materials shall remain at all times with Siegfried or its designee. Vendor shall be responsible and liable to Siegfried for any yield loss, damage or loss to the Consigned Materials while at Vendor's possession.

8.3. Upon termination of the business relationship between the Parties or upon request of Siegfried, Vendor shall return any and all remaining Consigned Materials.

9. Intellectual Property Rights

9.1. All intellectual property rights owned or controlled by Siegfried shall remain the sole property of Siegfried or its designee.

9.2. All rights, title and interest in any intellectual property obtained or developed by Vendor as a result of Vendor's performance of the Purchase Orders or other agreement between the Parties ("Project IPR") shall be the sole property of Siegfried or its designee.

9.3. Vendor shall take such steps as requested by Siegfried to assign to Siegfried or its designee any and all such rights, title and interest to the Project IPR and ensures that any and all Project IPR shall be free of claims of ownership by any third party.

9.4. The obligations of the Vendor of this Section 9 shall remain binding upon Vendor after the termination of the business relationship between the Parties.

10. Indemnification and Insurance

10.1. Vendor shall defend, indemnify and hold harmless Siegfried from any and all losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from a breach by Vendor of any of Vendor's representations, warranties or other obligations under the Purchase Order or other agreement between the Parties.

10.2. Siegfried shall defend, indemnify and hold harmless Vendor from any and all losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from a breach by Siegfried of any of Siegfried's representations, warranties or other obligations under the Purchase Order or other agreement between the Parties.

10.3. The Party against which a third party claim is made shall provide the other Party with prompt notice of such third party claim and the exclusive ability to defend or settle any such third party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.

10.4. Vendor shall maintain comprehensive general liability insurance, including product and contractual liability coverage, with a minimum limit of one million dollars (USD 1,000,000) per claim. Vendor shall furnish copies of certificates of insurance upon Siegfried's request.

11. Confidentiality

11.1. Vendor shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of Siegfried. Vendor shall not use any confidential information of Siegfried for any purpose other than for the performance of its obligations under the Purchase Order or other agreement between the Parties.

11.2. The provisions of this Section 11 shall not apply to any confidential information which was either (i) independently developed or known by Vendor prior to its disclosure, as evidenced by written records, or (ii) is in the public domain or has been lawfully disclosed to Vendor, or (iii) is required to be disclosed by Vendor to the officials of a regulatory authority or to comply with applicable laws or regulations.

11.3. Upon request of Siegfried or termination of the Purchase Order or other agreement between the Parties or, Vendor shall return any documents provided or created during such period.

11.4. The confidentiality obligations of the Parties of this Section 11 shall remain binding upon Vendor for a period of ten (10) years after the termination of the Purchase Order or other agreement between the Parties.

12. Termination

12.1. Either Party may terminate the Purchase Order or other agreement between the Parties immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency procedures or proceeding under any bankruptcy, insolvency or moratorium law against the other Party, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of the other Party's business or assets as a whole or more than seventy-five percent (75%) thereof, except dispositions with the other Party's affiliates, or (iii) the cessation of all or substantially all of the other Party's business operations.

12.2. If a Party breaches a material term or condition of the Purchase Order or other agreement between the Parties, the non-breaching Party shall have the right to terminate the Purchase Order or other agreement between the Parties after thirty (30) days prior written notice to the other Party,

unless any such material breach is cured within such thirty (30) days period.

12.3. Siegfried shall have the right, at its sole discretion, to terminate any Purchase Order or other agreement between the Parties, in whole or in part, at any time by written notice to Vendor. In such case, Siegfried shall duly compensate Vendor for any Products or Services that are actual and documented work-in-progress and any irrevocably and non-cancellable out-of-pocket costs, provided that Vendor uses best efforts to minimize such costs. Vendor shall not have any further claims against Siegfried.

12.4. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration.

13. Miscellaneous

13.1. The use of subcontractors by Vendor shall be stated in the Offer and requires Siegfried's written consent. The Vendor shall at all times remain fully responsible and liable for any acts and omissions of Vendor's subcontractors as if such acts and omissions were its own.

13.2. The Purchase Order, these Terms and Conditions or any other agreement between the Parties and their rights or obligations thereunder may be assigned by Vendor only with the consent of Siegfried.

13.3. The failure by either Party at any time to enforce any of the terms of these Terms and Conditions between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.

13.4. Siegfried has the right to offset any claims under these Terms and Conditions and/or under any other contractual agreement between the Parties.

13.5. If any portion of the Purchase Order, these Terms and Conditions or any other agreement between the Parties is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and the Purchase Order, these Terms and Conditions or other agreement between the Parties shall be construed as if such portion had not been included herein.

14. Applicable Law and Arbitration

14.1. These Terms and Conditions and/or the business relationship between the Parties, whether in contract, tort or otherwise, shall be exclusively governed by and construed in accordance with the laws of the State of New York, upon exclusion any international treaties such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. Any dispute arising out of or in connection with these Terms and Conditions and/or the business relationship between the Parties, whether in contract, tort or otherwise, shall be settled by arbitration in accordance with the arbitration rules of the International Centre for Dispute Resolution (ICDR Rules). The place of arbitration shall be New York. The number of arbitrators shall be one. The arbitrator shall be authorized to issue any injunctive relief, provided that nothing herein waives the right of any Party to seek injunctive relief in the courts in aid of arbitration. The language of arbitration shall be English.