

## CordenPharma Terms & Conditions for supply of a commodity

<b>Scope of application</b>	The following Terms & Conditions shall form an integral part of any purchase order unless expressly agreed otherwise by the parties in writing with reference to these terms and conditions. The validity of any verbal agreements, including modifications and/or additions to these Terms & Conditions is subject to written confirmation by the parties.
<b>Outstanding obligations</b>	If Corden has a claim that is due against the customer, Corden may refuse the performance owed by it, until the performance owed to it is rendered.
<b>Product Delivery</b>	Products are delivered FCA Liestal, Incoterms 2020 to the destination named in the Order unless otherwise agreed in writing by the parties.
<b>Payment &amp; Invoicing</b>	Thirty percent (30 %) of the agreed price are owed to be paid in advance and will be invoiced by CORDEN upon execution of the purchase order. Payments are due within 30 days net from date of invoice. Payment shall be remitted to the bank account indicated on the invoice.
<b>Payment Default</b>	Undisputed late payments shall bear interest at an annual rate equal to SONIA plus three percent (3%). Failure by Customer to pay undisputed invoices within ninety (90) days after the date the applicable invoice is received by Customer shall be considered a breach.
<b>Acceptance of Deliverables</b>	The CUSTOMER shall inspect the Products immediately after delivery and notify CORDEN in writing in case of obvious defects within one week after delivery at the latest. CUSTOMER shall report hidden defects to CORDEN in writing in any event within one week after discovery. Failing such notification, the delivery shall be deemed faultless and approved.
<b>Reservation of ownership</b>	CORDEN reserves the title to all delivered goods until the purchase price has been paid in full.
<b>Limitation of Liability and indemnification</b>	<p>SAVE FOR GROSS NEGLIGENCE OR WRONGFUL INTENTIONAL ACTS, IN NO EVENT SHALL CORDEN'S LIABILITY TO CUSTOMER EXCEED <b>THE TOTAL AMOUNT PAID BY CUSTOMER TO CORDEN FOR THE PURCHASE ORDER WHICH GAVE RAISE TO THE CLAIM.</b></p> <p>IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST REVENUES OR PROFITS RELATING TO THE SAME), WHETHER OR NOT FORESEEABLE, ARISING FROM OR RELATING TO THE PROPOSAL OR THE SUBJECT MATTER THEREOF.</p>

**Indemnification**

CUSTOMER shall indemnify, defend, and hold harmless CORDEN from and against any and all losses that may incur as a result of any claim relating to (a) CUSTOMER's use of the Product (including without limitation the distribution of the Product); or (b) CUSTOMER's gross negligence, bad faith or willful misconduct, in each case save to the extent that such loss results from gross negligence of CORDEN.

CORDEN shall indemnify, defend, and hold harmless CUSTOMER from and against any and all losses that may incur as a result of any claim relating to (a) CORDEN's breach of the warranty given in these general terms and conditions; (b) CORDEN's gross negligence, bad faith or willful misconduct; or (c) Customer's use of the Product infringes or misappropriates proprietary right of a third party, in each case save to the extent that such loss results from gross negligence of CUSTOMER.

**Warranties**

CORDEN warrants the use of suitable raw materials and goods in good condition and compliance with the specifications as well as the relevant laws, standards, regulations and other provisions.

The warranties set forth in this section are the sole and exclusive warranties made by CORDEN to Customer and CORDEN makes no other warranties, representations or guarantees of any kind whatsoever, either express or implied, regarding the Product to be supplied hereunder, including without limitation, any express or implied warranties of merchantability, noninfringement or fitness for a particular purpose.

**Intellectual Property Rights**

Corden owns and shall remain to own all right, title and interest in and to any and all results, knowledge, know-how, inventions and improvements related to the Product ("Product IP")

Corden hereby grants to Customer a fully paid-up, royalty-free, perpetual, irrevocable, world-wide, non-exclusive license, with a right to sublicense, to use and exploit the Product IP solely for the use of the Product in Customer's products. Except for the licenses set forth in the foregoing sentence, Corden grants no license, express or implied, to Customer to use or exploit the Corden IP (including Corden's Confidential Information) for any purpose.

<b>Export restrictions</b>	CORDEN may refuse supply and terminate the purchase orders (or parts thereof) for territories which are subject of trade restrictions and/or export restrictions imposed by applicable export control laws and regulations of Switzerland, the European Union and/or the United States of America.
<b>Force Majeure</b>	CORDEN shall not be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including, without limitation, acts of God; war; civil commotion; pandemics and the destruction of production facilities or materials by fire, flood, earthquake, explosion or storm.
<b>Prohibition of assignment</b>	It is expressly forbidden for each party to assign or otherwise transfer, in any form and for any reason, in whole or in part, a purchase order and / or the obligations deriving from it without the specific and prior written consent of the other party.
<b>Governing law and venue</b>	This proposal shall be governed and construed in all respects in accordance with the laws of Switzerland excluding its conflicts of law's provisions and the parties hereby submit to the jurisdiction of the competent courts of Basel, Switzerland.