GENERAL TERMS AND CONDITIONS OF SALE

TABLE OF CONTENTS

1. DEFINITIONS – 2. APPLICATION – 3. AGREEMENT – 4. PRICE AND PAYMENT TERMS – 5. LATE PAYMENT – 6. DELIVERY TERMS – 7. DELIVERY FAILURE OR DELAY – 8. FORCE MAJEURE – 9. INSPECTION – 10. WARRANTY – 11. IP AND EXPORT RESTRICTION – 12. CONFIDENTIALITY – 13. GOVERNING LAW AND JURISDICTION – 14. FINAL PROVISIONS – 15. PERSONAL DATA

ARTICLE 1 – DEFINITIONS

In these General Terms and Conditions of Sale (also the "**GCS**"), terms not otherwise defined shall have the meanings set out below:

Buyer: the entity to which Montefarmaco OTC S.p.A. supplies the Products;

Order confirmation: the acceptance of the Order sent by the Seller to the Buyer, containing the essential terms of the sale, such as, by way of example, the name of the Buyer, quantity, price, payment and delivery terms, date and number of the Order, and the Product code;

Parties: the Buyer and the Seller;

Product: the goods subject to the Order;

Offer: the presentation of the Product(s) sent by the Seller to the Buyer, non-binding in content;

Order(s): the request for the supply of goods submitted by the Buyer in the form of a purchase proposal;

Seller: MONTEFARMACO OTC S.p.A., a company incorporated under the laws of Italy, having its registered office at Via IV Novembre, 92 – 20021 Bollate (MI), Italy, VAT registration number IT12305380151, and its Affiliates (also "**MF**")

The definitions in this section shall apply equally to both the singular and plural forms of the terms defined.

ARTICLE 2 – APPLICATION OF THE GENERAL CONDITIONS OF SALE

2.1. These GCS are published and freely available on the website https://www.montefarmaco.it/ and form an integral part of the contracts entered into between the Seller and the Buyer for the supply of the Products, unless otherwise agreed, and shall prevail over any general or specific terms and conditions prepared by the Buyer.

2.2. Any derogations from these GCS shall be valid and binding upon the Seller only if agreed in writing.

2.3. The Seller reserves the right to amend, supplement or modify these GCS by notifying the Buyer of the new GCS, specifying such amendments and supplements, without prejudice to the Buyer's right to withdraw from the new GCS within 10 (ten) working days from receipt of such amendments and supplements.

ARTICLE 3 – AGREEMENT

3.2. The Buyer interested in the Product offered by the Seller shall submit a signed Order. Within 10 (ten) working days thereafter, the Seller shall send its written acceptance to the Buyer by signing the Order Confirmation form. It is excluded August and from 5th of December to 10th of January.

3.3. The Buyer acknowledges and agrees that, should it fail to return the signed GCS to the Seller, the same shall be deemed accepted after 5 (five) working days from receipt of the Order Confirmation Form.

3.4. Any amendment to the Order and/or to the Order Confirmation Form must be made in writing through an exchange of correspondence between the Parties.

3.5. Orders shall be deemed accepted by the Seller only upon receipt by the Buyer of the Order Confirmation Form. Any amendments to the Orders by the Buyer and any additional terms shall be invalid unless made in writing and expressly accepted in writing by the Seller.

ARTICLE 4 – PRICES AND PAYMENT TERMS

4.1 The price of the Product(s) and the payments terms are indicated in the Order Confirmation form

ARTICLE 5 –LATE PAYMENT

5.1. Any delay in payment, even partial, shall render immediately due and payable all amounts owed by the Buyer, who shall be liable for default interest at a rate of 5%, without prejudice to the Seller's right to terminate the contract and claim damages after 15 (fifteen) calendar days from the final payment due date.

5.2. Late payment shall entitle the Seller to suspend delivery and/or the performance of any other pending Orders, as well as to retain any amounts already received, without prejudice to compensation for further damages.

ARTICLE 6 – DELIVERY TERMS

6.1. The delivery terms and place of delivery of the Product(s) are indicated in the Order Confirmation form.

6.2. The Seller reserves the right to make partial deliveries or deliveries in installments; any delays in delivery shall not entitle the Buyer to any price reduction, cancellation or termination of the agreement.

6.3. The Products shall be transported at the Buyer's risk, In the absence of specific and agreed instructions from the Buyer, the Seller shall arrange delivery in the Buyer's best interest and shall in no case be held liable for freight rates, choice of carrier, and/or risks related to transport.

6.4. Any requests for changes to delivery terms, if accepted by the Seller, must be agreed in writing.

ARTICLE 7 – DELAYED OR FAILURE TO TAKE DELIVERY

7.1. If the Buyer delays in collecting or taking delivery of the Product(s), the Seller reserves the right to issue the relevant invoice in advance, with payment terms running accordingly. Storage costs and any other charges and liabilities for custody of the Products after the agreed delivery date shall remain borne by the Buyer.

7.2 If the Buyer refuses delivery of the Product(s) or of individual batches, the Seller shall have the right to terminate the contract and sell the uncollected Products to third parties, without prejudice to the right to claim further damages.

ARTICLE 8 – FORCE MAJEURE

8.1 The Seller shall not be liable for delayed, improper or non-performance of Orders due to force majeure events, including, by way of example, accidents, explosions, fires, strikes and/or lockouts, war and/or terrorist acts, and other similar events preventing performance, in whole or in part. The Seller shall not be liable for any damages, losses or costs incurred by the Buyer as a result of such events.

8.2. If the force majeure event renders performance impossible for a period exceeding one hundred and eighty consecutive calendar days, either Party shall be entitled to terminate the contract, limited to the unperformed part, by written notice to be sent via recorded delivery letter or to email address montefarmaco_otc@pec.montefarmaco.it.

ARTICLE 9 - INSPECTION AND ACCEPTANCE OF PRODUCTS

9.1. Upon taking delivery of the Product(s), the Buyer shall immediately verify quantities and packaging and check conformity with the Order Confirmation form. Any defects and/or non-conformities must be notified in detail by email to the Seller no later than 15 (fifteen) working days from delivery.

9.2. Where defects become apparent only upon use, notice must be given without delay and in any event no later than 15 (fifteen) working days from discovery.

9.3. Upon receipt of such notice, the Seller shall, at its sole discretion, assess the Products and the reported defects and promptly inform the Buyer of the outcome.

9.4 Provided that the deadlines set forth above are complied with—failure of which shall result in forfeiture of the warranty under Article 10—if the Seller acknowledges the defects, it shall, at its discretion, replace the Products free of charge or issue a credit note for the invoiced value of the defective Product, in full and final settlement of any claims. Any other warranty or claim for damages, direct or indirect, is excluded, except in cases of willful misconduct or gross negligence.

9.5. If the Seller does not acknowledge the defects, the Buyer shall remain bound by its obligations.

9.6. Any return of Products, where provided for in the Order Confirmation form, shall be subject to the Seller's prior written authorization.

ARTICLE 10 - WARRANTY TERMS

10.1. The Seller warrants that the Product(s) are free from defects and comply with the technical specifications and storage conditions.

10.2. The storage conditions are indicated in the Order Confirmation form.

10.3. The warranty does not cover defects caused by transport, misuse, negligence, normal wear and tear, or other causes not attributable to original defects

ARTICLE 11 – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS – EXPORT RESTRICTIONS

11.1. All intellectual and industrial property rights relating to the Product(s) remain the exclusive property of the Seller.

11.2 The Seller's trademark on the Product(s) shall not be altered.

11.3 The Buyer shall not export or re-export the Product(s) without the Seller's prior written consent.

ARTICLE 12 – CONFIDENTIALITY

12.1. All information relating to the Products, as well as any additional commercial and/or business information communicated to the Buyer or otherwise acquired by the Buyer in any written, oral, electronic form, by direct inspection or by any other intelligible means, as a consequence of and in connection with the Orders and the Order Confirmation Forms, shall be deemed strictly confidential.

12.2. The Buyer shall therefore be obliged to maintain the utmost confidentiality with respect to such confidential information. In particular, the Buyer shall: (a) keep such information strictly confidential and not disclose it to any third party; (b) implement all measures and safeguards reasonably necessary and appropriate to prevent the unauthorized disclosure and use of such information; and (c) ensure that its employees, agents and collaborators, as well as any third party to whom the Buyer is required to disclose such confidential information, comply with the obligations set forth herein.

ARTICLE 13 – GOVERNING LAW AND JURISDICTION

13.1. These General Terms and Conditions of Sale and, more generally, the relevant sales contract shall be governed by and construed in accordance with the laws of Italy, with the express exclusion of the application of any European regulations or international conventions, including the 1980 Vienna Convention on Contracts for the International Sale of Goods.

ARTICLE 14 – FINAL PROVISIONS

14.1. The invalidity and/or unenforceability, in whole or in part, of any provision of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.

14.2. The Seller's failure at any time to enforce any right under one or more provisions of these General Terms and Conditions of Sale or of the contract governed thereby shall not be construed as a waiver of such right, nor shall it prevent the Seller from subsequently requiring strict compliance therewith.

ARTICLE 15 – PROCESSING AND DISCLOSURE OF PERSONAL DATA

15.1 By executing this Agreement, each Party expressly consents to the inclusion of its data in the other Party's respective databases. Each Party also expressly authorizes the other Party to disclose such data to third parties where such disclosure is necessary for the performance of this Agreement or facilitates the management of the contractual relationship arising therefrom. All processing shall be carried out in compliance with the applicable data protection legislation, including Regulation (EU) No. 2016/679 and Italian Legislative Decree No. 196 of 30 June 2003.