

**nordicpill**

**Terms and Conditions 2021**

These terms and conditions (“Terms & Conditions”) govern the purchase of products and/or services by you or your company (hereinafter referred to as “Buyer”) from Nordic Pill (hereinafter referred to as “Seller”). These Terms & Conditions are an integral part of any transaction between Buyer and Seller for the supply of goods, products, materials or services (“Deliverables”) to Buyer and shall constitute the complete agreement between the Buyer and Seller in connection with any transactions between Buyer and Seller unless otherwise revised in writing and agreed to by the Seller. In the event there is a Purchase Order or Services and/or Supply Agreement generated between the parties covering the Deliverables, these Terms & Conditions shall prevail. Any additional or different Terms & Conditions proposed by the Buyer or contained in any form (including but not limited to a Purchase Order) are hereby rejected. Either the Buyer or the Seller may be referred to individually as a “party” or together as the “parties”. Unless modified in writing by mutual agreement of the parties, the following terms shall be an integral part of any agreement between Buyer and Seller:

### 1. Entire Agreement

In the absence of such an agreement, this Agreement shall apply to all product purchases between you and the Seller and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend this Agreement, or to enter an order for product(s) which is (are) subject to additional or altered terms and conditions, will be null and void, unless otherwise agreed to in a written agreement signed by both you and the Seller. Unless otherwise provided in this Agreement, this Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral between the parties regarding this arrangement, other than the Seller’s credit terms and any other forms and agreements completed as part of the Seller’s account application process; and cannot be amended unless each party agrees in writing. The terms of this Agreement prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement.

### 2. Pricing and Payment Terms

All payments to the Seller shall be made in full, in good funds, and in accordance with the payment terms on your invoice, via direct wire transfer or other payment forms acceptable to the Seller. Until product is paid for in full, the Seller retains, and you hereby grant the Seller, a security interest in the ordered products. The Seller may assess a service charge calculated at the rate of 18% per year (or the maximum rate allowed by law, if such rate is less than 18% per year) on any amount not paid to the Seller when due. Failure or delay by the Seller to invoice you for any such service charge will not waive the Seller’s right to receive the same. In the event of default in payments on any invoices, the Seller shall have the right to declare all invoices immediately due and payable. You agree to pay all out-of-pocket expenses, including attorneys’ fees and costs, incurred by the Seller to collect any amounts due from you or to otherwise enforce any of the terms stated herein. The Seller (including its affiliates, subsidiaries, parent or related entities, individually or collectively) may exercise a right of set-off against any and all amounts due to you. The Seller shall be deemed a single creditor for purposes of this section. You agree to pay all applicable taxes as part of your purchase.

### 3. Explicit Consent

You consent to Seller’s use of your information to produce reports and documents needed for product transactions and to provide such information to health regulatory authorities if required by applicable laws and regulations and you acknowledge that said reports and documents may include your Confidential Information, product names and such other information that is subject to laws and regulations governing privacy.

### 4. Data Privacy and Consent.

For purposes of protecting personal information that is regulated under governing laws, Seller, to the extent required by law, will:

- **Data Storage by Seller**  
Seller shall store personal data in accordance with applicable laws and regulations (GDPR).
- **Use of Personal data by Seller**  
Seller shall use personal data only to the extent necessary to complete the product transaction(s) and only in accordance with applicable laws (GDPR).
- **Consents**  
Buyer shall obtain all consents, including but not limited to any patient consent needed, that are required to complete transactions contemplated by the parties pursuant to this Agreement. Seller has informed the Buyer about the Seller’s “Data Privacy Policy” and Buyer agrees to comply with said Data Privacy Policy. Upon Buyer’s request, Seller will provide Buyer with an electronic copy of Seller’s Data Privacy Policy; further, a hard copy of said Data Privacy Policy will be made available to the Buyer upon written request.

You agree that all Seller information provided to you by the Seller, including but not limited to purchase terms, price and this Agreement are confidential and may not be disclosed to third parties. Each party and its employees/representatives will protect all proprietary and confidential information (“Confidential Information”) disclosed by the other and not use or disclose it unless legally required or in connection with this Agreement, pursuant to all applicable laws and regulations that apply to the parties. Confidential Information does not include information available on a non-confidential basis; known or able to be formulated by the receiving party; or required to be disclosed by law. Pricing is strictly confidential. The receiving party will request confidential treatment if Confidential Information is disclosed for any reason (if permitted by law).

### 5. Adherence to Seller’s Terms and Conditions.

By purchasing products and/or services from the Seller you agree to be bound by and accept the terms of this Agreement (in the absence of an earlier signed formal written agreement between you and the Seller governing your purchases). Orders are not binding upon the Seller until accepted by the Seller. The Seller reserves the right to refuse service to anyone. The Seller will indicate its acceptance of an order by issuing an invoice or by shipping the ordered items to you. Surety of supply; Pricing Errors; Penalties and fees due to being late or inability to perform. pricing errors may occur from time to time, on items sold by the seller, or items sold by third-party sellers. the seller attempts to correct all pricing errors promptly after discovery or after the seller receives notice of an error. the seller reserves the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from the seller. any payments you make to the seller for orders that are cancelled by the seller due to pricing errors or product non-availability will be refunded to you.

### 6. Incoterms

All orders are considered Ex Works (“EXW”) as published in Incoterms 2020 by the International Chamber of Commerce or the latest edition thereof unless otherwise agreed to by the parties on a specific product purchase order. Title and risk of loss pass when the order is collected.

### 7. Force Majeure

Seller’s failure to perform due to force majeure or other events beyond its control will be excused.

### 8. Returns & Recalls

You are not permitted to return product to the Seller, except as a result of an order fulfillment error by the Seller. In such case, you may only return product purchased from the Seller and for which you provide the invoice number and purchase date. The Seller may reject returns that do not have an invoice number and/or purchase date or that exceed the amount of the referenced invoice. The Seller may refuse all future returns from you if you submit for return any counterfeit, adulterated or other product that does not comply with terms in its for-return authorization, the Seller may refuse it and all future returns from you. If a supplier notifies the Seller of a product recall, you will receive prompt notice of the recall

per the supplier's notice. Any returns require a return authorization number issued by the Seller and will require DAP incoterms. Any loss or damage will be the Buyer's responsibility.

#### 9. Compliance with Applicable Laws and Regulations

All parties who are to be subject to this Agreement shall comply with all laws and regulations that apply to such party. The Seller policies require all parties to comply with Good Distribution Practices at all times, while products are in storage and in transport. While products are under the Seller's care, the Seller will safeguard said products from factors that may adversely affect the safety and efficacy of the products.

#### 10. Adverse Events

Each party will provide the other party with all information available to such party that such other party may reasonably require to comply with its Safety Data Exchange responsibilities under applicable Law, including notice of any Adverse Drug Experiences from pre-clinical or clinical laboratory, animal toxicology and pharmacology studies, clinical trials and commercial experiences with any product, whether by such party, its affiliates or its sublicensees.

#### 11. Licenses, Permits and Approvals

You warrant that you have all required governmental licenses, permits and approvals required to purchase, use and/or store the products you purchase from the Seller. The Seller may immediately terminate your ability to make purchases if the Seller determines that you or any facility owned, operated, or managed by you, directly or indirectly, has breached this provision. You will comply with all laws, rules and regulations applicable to products purchased hereunder.

#### 12. Warranties; Assignment of Warranties

The Seller does not manufacture any products and disclaims all warranties for products and services. There are no expressed or implied warranties under this agreement, including any warranty of merchantability, non-infringement or fitness for a particular purpose, our sole obligation and your exclusive remedy for breach of any warranty will be, at our option, to repair or replace the product. These warranties cannot be created by any source. The Seller will not be liable for special, incidental, punitive or consequential damages (including lost profits) of any type since the Seller is not the manufacturer of goods, the Seller assigns all representations and warranties made by the manufacturer of the goods to you, to the extent practicable. The Seller will reasonably cooperate with you in enforcing the warranties to the extent commercially reasonable.

#### 13. Limitation of Liability

In no event shall the seller be liable whether in contract or tort or otherwise, for any indirect, incidental, consequential, or special damages or losses of any nature or for lost revenue, lost profits or lost business arising out of your purchases from the seller or the use of products or Seller's failure to deliver ordered products. In no event shall Seller's liability for any order under this agreement exceed the fees actually paid by you for such order.

Notwithstanding the foregoing, in any situation where the Seller is negligent or otherwise mishandles the storage or distribution of the products that results in damage to the products, The Seller shall, in amount not to exceed the replacement value of the damaged products, be responsible for its negligence or mishandling of the storage or distribution of the products. The prevailing party in any legal action, including a bankruptcy action, may recover all costs, including reasonable attorneys' fees. A waiver or delay in enforcing this Agreement will not deprive a party of its right to act later or due to another breach. Buyer shall, at all times and at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in such amounts that is standard for companies such as the Buyer in its industry with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in herein. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with commercially reasonable advance written notice in the event of a cancellation or

material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller. Buyer shall defend, indemnify and hold harmless Seller and Seller's directors, officers, employees and agents from all suits, claims, demands, losses, costs, direct and indirect damages and other liabilities (including reasonable attorneys' fees, and consequential, incidental and special damages) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of the products; (ii) Buyer's breach or alleged breach of any representation or warranty, or any other term or condition of this Agreement or any relevant purchase order; and (iii) Buyer's violation or alleged violation of any state, country or local laws or regulations including, without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices.

#### 14. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Sweden without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceedings shall be Swedish. All arbitral proceedings conducted pursuant to section 14, all information disclosed and all documents submitted or issued by or on behalf of a party as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party. The parties specifically waive any rights and obligations under any applicable provisions of the United Nations Convention for the International Sale of Goods.

#### 15. No Waiver

Failure to enforce a right does not waive it. Notices must be in writing and sent by overnight courier service with delivery confirmation to other party's address set forth herein unless changed by written notice to the other party. Each will promptly notify the other party of changes in name or business form, or otherwise materially modify operations. Each party agrees to email notices with proof of email delivery required to its business email address that has been provided to the other party hereinbelow.

This Agreement is for the benefit of, and binds the heirs, successors and assigns of, each party. However, you may only assign your rights or delegate your duties under this Agreement, including by merger, change in control, asset sale, operation of law or otherwise, with Seller's prior written consent (such consent shall not be unreasonably withheld or delayed). You consent to the Seller assigning part or all of its obligations to any affiliate and to assigning or granting a security interest in this Agreement in connection with any financing or securitization by the Seller or any affiliate. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The term "including" means "including, without limitation,". This Agreement does not create or confer any rights in or to any third party. No verbal agreements amending the above terms a valid unless they are duly confirmed in writing by both parties. This Agreement has been generated electronically and is valid without signature and upon receipt.