

General Purchase Terms and Conditions

Applicable to our orders from 1^{er} January 2022

1- Subject: The present general terms and conditions of purchase are applicable to all orders placed by ADHEXPHARMA with its suppliers, whether they concern catalogue supplies, custom-made or other supplies, studies or other services, hereinafter uniformly designated by the term "Supply(ies)".

2- Orders: The supplier has a period of eight (8) days from the date of issue of the order form to refuse the order or to modify it. After this date, the order shall be deemed final without any subsequent possibility of unilateral modification of any kind, including the price, which is firm and final from the time the order is issued. In order to be valid, any modification of the order must be confirmed in writing by ADHEXPHARMA. Each order must be acknowledged and returned within a maximum of fifteen (15) days from the date of its notification; otherwise ADHEXPHARMA shall be entitled to terminate the order. The order number must be mentioned in any letter, shipping notice, consignment note or any other official document relating to the order.

3- Contractual documents: The documents listed below are, where applicable, an integral part of the order between the parties and are binding in the following order of decreasing priority, in the event of conflict between them: the contract specially signed between the parties, the special conditions which supplement and derogate from the general clauses applicable in the case of an order other than relating to the simple purchase of goods from a catalogue, these general conditions of purchase, the technical documents and drawings. All these documents are binding and not indicative or descriptive, as are the weights, dimensions, capacities, prices, yields, performances, percentages relating to content or composition, quantities and other data contained therein or in the supplier's catalogues, prospectuses, circulars, advertisements, prints and price lists. The supplier is deemed to have received all the documents necessary for the performance of his obligations upon placing the order or concluding the contract, it being his responsibility to request them if necessary. Whether the carrier is chosen by ADHEXPHARMA or by the supplier, the latter shall hand over to the carrier all shipping documents relating to the goods and, in the case of delivery of hazardous materials, ensure that the carrier has the necessary authorisations and qualifications.

4- Subcontracting: The order must be fully executed by the supplier, who may not transfer or subcontract it to a third party in whole or in part without prior written authorisation from ADHEXPHARMA.

5- Confidentiality: The supplier is bound to consider as strictly confidential and shall therefore refrain from disclosing, without ADHEXPHARMA express, prior and written consent, to any person, in any capacity and in any form whatsoever, all data and information, both commercial and technical, shared by ADHEXPHARMA. In particular, the supplier is required to take all necessary and useful measures to ensure that the documents, specifications, formulas, drawings, plans or manufacturing details relating to our orders are not reproduced, communicated or disclosed to third parties or used for third parties, by itself, its employees, subcontractors or any other person, unless they are related to preliminary studies carried out by the supplier outside of any order from our company.

6- Intellectual property: The supplier guarantees ADHEXPHARMA against claims by third parties in terms of industrial property relating to its Supplies and undertakes to hold ADHEXPHARMA harmless in this respect and to compensate for any prejudice that would result from such a claim. The drawings, models and tools executed, results of prepared studies or formulas or processes developed by the supplier especially for the execution of our order and at our expense, belong to ADHEXPHARMA as soon as they are developed; they must, as well as those, if any, delivered, be exclusively assigned to our use and must, after use, be kept at our disposal in the supplier's warehouses, who will take all necessary measures to keep them in good condition. They will be sent on a simple call from us. They may only be destroyed with our prior agreement. Their safekeeping, maintenance and possible replacement shall be ensured by the supplier, at his expense, risk and peril.

7- Compliance: The supplier undertakes to honour the order by complying with the requirements, regulations, customs and rules of the trade in force in the matter as well as with the rules relating to the fight against concealed work and authorises ADHEXPHARMA, as well as its representatives, to check and control in particular in its establishments as well as in those of its subcontractors the compliance of the said standards and rules and the conformity of the Supply with the order. ADHEXPHARMA shall refrain from disclosing any confidential information gathered on this occasion. In the context of the order to be fulfilled, ADHEXPHARMA encourages the supplier to control its consumption and thus reduce the impact on the environment, in particular by reducing the resulting waste. The reduction of environmental impacts is also achieved by controlling all stages of the life cycle of the product and/or service ordered, i.e. manufacturing (e.g. use of recycled and recyclable materials, minimisation of energy consumption in the production process), distribution (e.g. reduction of greenhouse gas emissions linked to transport, reduction and reuse or recycling of packaging), use (e.g. less energy-consuming products, goods that require fewer consumables), and end of life (e.g. reusable and recyclable products). If the product has an expiry date, the delivery will not be compliant if this date has not been expressly approved in advance and in writing by ADHEXPHARMA and the supplier commits to comply with it. The machines, materials, equipment, etc. used by the supplier to carry out the orders placed by ADHEXPHARMA must comply with the safety standards in force in France and in Europe.

8- Deadlines: The delivery deadlines mentioned in the order are imperative and apply to the date of arrival of the goods at the planned place of delivery or to the date of actual completion of the service mentioned in the order or in the contract, if applicable. The supplier is responsible, in particular, for delays due to its suppliers and/or subcontractors. As the delivery deadlines are mandatory and constitute an essential and determining condition of our order, the supplier shall be entirely responsible for any delay in delivery and shall therefore bear all the direct or indirect harmful consequences thereof, without prejudice to the right of ADHEXPHARMA to automatically terminate the order by simple notification sent by e-mail or by registered letter with acknowledgement of receipt. In addition, in case of non-compliance with the delivery deadlines, penalties at the rate of 3% exclusive of tax per week of delay shall be due automatically, without prior notice, calculated on the total amount of the order. These penalties shall be deducted from the price of the order due by ADHEXPHARMA by way of compensation. Early deliveries or services may only be carried out with our consent.

9- Delivery of goods: Unless otherwise negotiated between ADHEXPHARMA and the supplier, all our purchases abroad and in Europe are concluded with the stipulation of the INCOTERMS® 2020 in force, and according to the rules applied to these Incoterms. For all orders for the delivery of goods on French territory, the transfer of risk takes place upon delivery to our premises, except in the case of the EXW Incoterm (INCOTERMS® 2020) mentioned in the order. A delivery note must be sent for each delivery: it must accompany the goods. The delivery note must contain the corresponding order number, the product code, the date and method of shipment, the place of departure and arrival, the weight and the details of the goods. The corresponding order number and the delivery note must also appear on each package. The goods must be properly packed so as not to suffer any deterioration during transport and storage, whether due to rust or climatic conditions or to shocks or any other damage, fragile parts being specially protected if necessary and any special storage or handling precautions required being notified in writing prior to delivery. The prices include packaging in accordance with the above conditions. In order to be taken into account, any packaging deposit must be indicated either on the packaging or on the delivery note. Each package shall clearly indicate the net and gross weights as well as our order number and shall be accompanied by a delivery note. Packaging invoiced separately may be kept by ADHEXPHARMA or made available to the supplier EXW (INCOTERMS® 2020) in good condition, in exchange for a credit note for the invoiced amount.

10- Receipt: The goods shall be checked as soon as possible upon receipt in our premises. ADHEXPHARMA shall not be held responsible for any delay in the verification of the goods. The progress checks carried out, if any, during the manufacturing or execution of the services are only for information purposes and do not engage ADHEXPHARMA responsibility in any way, nor do they release the supplier's responsibility. The actual acceptance can only be pronounced by our entities when the supplier's performance has been fully completed. However, our acceptance does not release the supplier's liability, in particular for design, material, execution or other defects that may appear later.

11- Supplier's liability - Warranty: The supplier assumes, in this capacity, the entire responsibility towards ADHEXPHARMA for the delivered goods and undertakes to guarantee them against any claim, of any nature whatsoever, that could be made in this respect and against all harmful consequences that could result for ADHEXPHARMA. The supplier guarantees in particular ADHEXPHARMA against any hidden defect that may affect the delivered goods

making them unfit for their use and destination, under the conditions of common law. Finally, the supplier undertakes to guarantee to ADHEXPHARMA, as a conventional extension of the legal guarantee, the machined parts, machines and installations for one year from their commissioning against any material or construction defect and consequently undertakes, during this entire period, to ensure at its own expense the maintenance, repair or replacement of the guaranteed machined parts, machines and installations. In the case of delivery of goods or parts as well as in the case of services which prove, after reception or commissioning, not to be in conformity with the contractual specifications or to be defective, ADHEXPHARMA shall always be entitled to refuse them and to keep them at the disposal of the supplier for return, at his expense and risk, to withhold the price and possibly terminate the contract in whole or in part by right and without intervention of any other judicial authority, by simple registered letter with acknowledgement of receipt, or to demand the replacement, repair or adaptation by the supplier, in agreement with ADHEXPHARMA on the necessary means and procedures used, in which case the supply shall be resubjected to the appropriate controls and tests after the said intervention. All costs incurred by the replacement, repair or adaptation of the supply or the cancellation of the order, as well as any prejudice whatsoever suffered by ADHEXPHARMA, or its customers shall be borne by the supplier without prejudice to the application of contractual penalties for delay and any compensation. In particular, if the defects only appear during use, operation, machining or assembly, the supplier shall be invoiced the price agreed upon at the time the defect is discovered.

12- Payment: Unless otherwise provided for in the supplier's general sales terms and conditions, payments shall be made by SWIFT transfer or commercial transfer. Invoices are only paid for the value of the goods or services accepted. Invoices shall be paid within a maximum of 60 days from the date of issue. Any delay in payment will automatically and without prior formal notice give rise to a penalty calculated on the interest rate applied by the European Central Bank to its most recent financing operation plus 10 percentage points, in force as at the due date. A fixed penalty of €40 excluding VAT for collection costs will be systematically added to late payment penalties owed.

13- Applicable law: All the clauses contained in these general purchase conditions, as well as all the purchase and sale operations referred to herein, shall be subject to French law.

14- Jurisdiction: In the event of a dispute, exclusive jurisdiction is expressly attributed to the Dijon Commercial Court, even in the event of a warranty claim or multiple defendants. However, ADHEXPHARMA reserves the right to sue the supplier, at its discretion, before the courts in the jurisdiction where the supplier's head office is located or where the supplier's establishment is located.