

HELM PORTUGAL
General Sales Conditions

1. Scope of Application

Our contracts are exclusively governed by the terms and conditions stated in our sales confirmations and by our following General Sales Conditions. We herewith explicitly object to deviating or conflicting general purchase conditions of our Buyer, unless otherwise explicitly agreed in writing.

2. Offer and Acceptance

Our offers are non-binding. Orders from our Buyer shall not be binding on us until the earlier of our sales confirmation or our delivery.

3. Prices and Payment

3.1. The purchase price is payable without any deduction by the due date.

3.2. In the event of delayed payment, the Buyer shall pay interest from the date of maturity to definite receipt of payment at the applicable rate (which is published each semester by the relevant Portuguese authorities).

3.3. In the event of any reasonable doubts concerning the Buyer's ability to pay and particularly if a default in payment has already occurred, we shall be entitled — without prejudice to any other rights — to revoke any credit terms granted and to demand payment in advance or sufficient collateral.

3.4. Set-off or retention with counterclaims other than those that are not disputed by us or are confirmed by final court decision shall be excluded.

3.5. Regardless of the place of delivery of goods or documents, the place of payment shall be our place of business.

4. Delivery

4.1. Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the Incoterms in force on the date the contract is concluded.

4.2. Delivery shall be made in compliance with the Good Distribution Practices for medicinal products and active substances for medicinal products for human use in force at the time of delivery, and any other regulations that may be in force at that time.

4.3. In the event of delayed delivery on our part, the Buyer shall grant a reasonable period of grace.

4.4. In case of goods manufactured by third-party entities, in the event those entities do not supply us with the appropriate number of goods or are delayed in their supply, such delays, reduced or lack of deliveries shall not constitute a failure to supply by us. In these cases, delivery dates are always non-binding estimates and are conditional on our third-party manufacturing entities delivering the goods on-time. Should the goods not be available but already paid by the buyer, we retain the option of reimbursing the paid amount less our costs for logistics (if any).

5. Product Quality

5.1. Unless otherwise agreed explicitly in writing, the quality of the goods is exclusively determined by either Helm specifications, if available, or supplier own approved specifications

5.2. The properties of specimens and samples are binding only if they have been explicitly agreed in writing to define the quality of the goods.

5.3. Quality and shelf-life data as well as other data shall constitute a guarantee only if formally communicated and explicitly agreed in writing.

6. Advice

6.1. Any advice rendered by us is given to the best of our knowledge. Any advice and/or information with respect to suitability and application of the goods shall not relieve the Buyer from analyzing and testing the goods.

6.2. Technical specifications are no warranty or guarantee for a particular suitability or application of the goods.

7. Retention of Title

7.1. Simple retention of title: Ownership of the goods shall be transferred to the Buyer after full compliance with all its payment obligations.

7.2. Right of access and disclosure: at our request, the Buyer shall provide all necessary information on the inventory of goods owned by us and/or shall identify our title to the goods on their packaging.

7.3. Late payment: in the event of late payment by the Buyer, we shall be entitled - without rescinding the sales agreement and without the need to grant a period of grace - to demand the temporary surrender of the goods owned by us at the Buyer's expense.

7.4 I Credit Line: in the even of credit cancelation by the insurance company, HELM is not obliged to keep the credit line open and Prepayments should be accepted by the Customer while this credit line is suspended.

7.5. Partial waiver clause: should the value of the securities exceed our claims by more than 15%, we will waive securities of our choice to this extent.

7.6. Loss of term of payment: Should the Buyer delay the payment of the goods or any event or circumstance raises reasonable doubt regarding Buyer's ability to fulfill payment obligations, we shall be entitled, regardless of the agreed payment dates, to demand immediate payment of all outstanding claims and to notice the assignment of claims in respect of the relevant debtor. We will concede a reasonable period of grace, which, upon expiration, entitles us to demand the return of our goods at the expenses of the Buyer.

7.7. In case any goods subject to retention of title are processed by the Buyer, our proprietary rights remain unaffected and cover the products resulting from the processing activities. If case the goods being subject to our proprietary rights are processed, blended or combined with goods being property of a third-party entity, we shall acquire joint ownership of the products resulting from those operations regarding the proportionate part of the invoice value of the goods being subject to reservation of proprietary rights considering the invoice value of the goods being in the ownership of third-party entities. If the goods are blended or combined with a main product of the Buyer, property rights of the new product shall be assigned to us by the Buyer.

7.8 . In addition to Clauses 7.1. through 7.5., the following rules apply regarding the delivery of goods:

7.8.1. Expanded retention of title: if the Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising from its business relationship with us, we shall retain, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

7.8.2. Extended retention of title with blanket assignment: in the ordinary course of business, the Buyer shall have free disposal of the goods owned by us, provided the Buyer meets its obligations

under the business relationship with us in due time. When concluding the sales agreement with us, the Buyer already assigns to us all claims in connection with the sale of goods to which we reserve the right of retention of title; The Buyer already assigns to us any future confirmed balance claims under current account agreements in the amount of our claims outstanding when concluding the sales agreement with us.

7.8.3. Right of access and disclosure: furthermore, at our request, the Buyer shall provide all the necessary information on the claims assigned to us and/or shall notify its customers of the assignment of the claims to us.

8. Defects

8.1. The Buyer is required to inspect goods promptly after delivery and to give notice in writing of any defect, false delivery or deviation in quantity immediately but not later than one week after delivery. After this term, delivered goods are deemed accepted by the Buyer if no written complaint is made. Defects that could not be discovered during inspection after delivery must be notified in writing immediately, but no later than one month, after discovery.

8.2. In case of timely and justified complaints presented by the Buyer, Buyer's remedies are limited to (i) supply of non-defective goods or (ii) reparation of the existing defects. Any further remedy is excluded but not limited to, right to terminate the agreement or to request proportional deduction of the purchase price. Should the Buyer opt for the supply of non-defective goods, the defective goods previously delivered by us shall be returned to us in their original state and packing, if and as far as possible.

8.3. We are only liable for defects which are attributable to us. Any other defects are excluded from this guarantee. In case the Buyer processes or modifies the goods, fails to comply with regulations applicable to good distributions practices, acts against instructions of the seller, changes any serial numbers or affects the traceability of the goods. This guarantee also expires in case the Buyer does not adopt promptly suitable measures to minimize the damage and enable us to remedy the defects.

8.4. If our supplementary performance according to Clause. 8.2 fails, the Buyer may withdraw from the purchase contract at its discretion. Claims for damages under Clause 9 shall remain unaffected.

8.5. To the extent permitted under applicable law, we do not warrant or guarantee that the product is free from patents or other intellectual property rights of third parties.

8.6. This guarantee is valid for a period of six months after receipt of the goods, notwithstanding any statutory provisions for a longer limitation period. This term may not be subject of extensions based on submission of legal claim or request of enforcement by competent authorities.

9. Liability

We shall be generally liable for damages in accordance with the applicable law and according to the following rules: (i) In the event of a simple negligent violation of fundamental contractual obligations, however, our liability shall be limited to compensation for typical, foreseeable losses, (ii) In the event of a simple negligent violation of non-fundamental contractual obligations, we shall not be liable, (iii) The foregoing limitations on liability do not apply to damage to life, moral or physical integrity or health.

10. Termination

10.1. Any of the parties can terminate the contract in case of breach by the other party of any of its obligations arising under these General Sales Conditions and/or any written agreements entered into by and between the Buyer and HELM PORTUGAL.

10.2. In case of breach of the obligations impeding on a party, the non-breaching party shall notify the breaching party in writing granting a period for the breach to be remedied, which cannot be inferior to 15 (fifteen) days, and after such period is elapsed without the breach being remedied, the contract between the parties shall be deemed automatically terminated, without prejudice to the right to be compensated for the damages suffered as a result of such breach.

10.3. Considering the nature of the contractual provisions impending on the parties, we may terminate the contract with the Buyer, with immediate effects, in case of in case the Buyer (i) is subject to an insolvency proceeding or equivalent or is wound-up or liquidated, or (ii) fails to comply with legal and regulatory provisions applicable to the Buyer.

11. Force Majeure

To the extent that any incident or circumstance beyond our control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, interruption in the supply of active pharmaceutical ingredients or other manufacturing component, fire, explosion, acts of government, epidemics or pandemics) reduces the availability of goods from the plant from which we receive the goods, meaning that we cannot fulfil our obligations under this contract (taking account of other supply obligations on a pro-rata basis), we shall (i) be relieved from our obligations under this contract to the extent we are prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence also applies to the extent that such incident or circumstance renders contractual performance commercially useless for us over a long period or occurs with our suppliers. If the aforementioned occurrences last for a period of more than 3 months, we shall be entitled to rescind the contract without the Buyer having any right to compensation.

12. Miscellaneous

12.1. The Court of jurisdiction is Lisbon, Portugal. However, we shall be entitled to sue the Buyer at his general Court of jurisdiction.

12.2. The Portuguese laws and European Regulations shall apply exclusively. However, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall also be applicable.

12.3. If a provision of these foregoing General Sales Conditions is or becomes wholly or partially invalid, unenforceable or void, the validity of the remainder of the provisions shall not shall remain unaffected.

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