

GENERAL CONDITIONS OF SALE

These general conditions of sale, as well as the special provisions for SGD various price tariffs, where necessary, supersede the previous ones and may be modified without notice.

PREAMBLE

These General Conditions of Sale (“Conditions”) are intended to apply to all sales of goods, products and services (“Products”) described in the purchase order (“Order”) received by SGD Pharma Hong Kong Limited (“SGD”) from its customer (“Customer”).

The Customer declares that it has a perfect knowledge and understanding of these Conditions and acknowledges that it has accepted them without restrictions or reservations, having freely discussed them and having been able to negotiate them with SGD. The Customer acknowledges that it has benefited from all the advice and information necessary to ensure that the Products and these Conditions meet its needs.

Any Order issued by the Customer or any acceptance of an offer of sale established by SGD entails the unreserved adherence to these Conditions and the renunciation by the Customer to avail of its possible general conditions of purchase and/or to invoke any contrary provision to this.

These Conditions may be amended or supplemented by specific written

terms and conditions previously agreed to by the parties. The fact that SGD does not avail itself at any time of any of the stipulations of these Conditions cannot be interpreted as a waiver to avail itself of it for the future.

These Conditions and the Order confirmed by SGD together with the specific agreement (if any) constitute the contract between SGD and the Customer in respect of the Products (“Contract”).

I. ORDERS

Responses to request for quotations, direct or advertising information about the Products, are deemed to be provided for information purpose only.

In order to be processed by SGD, any Order must include, the complete name of the Products and all the references necessary for their identification, as set out in the tariffs and/or special conditions in force on the day of the Order.

Orders, changes and commitments will be deemed “definitive” only once they having been confirmed in writing by SGD or by shipment of the Products ordered.

The cancellation of an Order will only become effective after written notification and acceptance by SGD.

In all cases, the Customer undertakes to take delivery of all quantities already produced prior to the date of acceptance of the cancellation of the

Order by SGD.

II. TERMS ATTACHED TO TAILOR-MADE ORDERS

The studies and tools carried out for the manufacture of Products specially requested by the Customer, are and always remain, in any case, the property of SGD. The Customer's participation in the costs of studies, design and creation of these tools will be payable before their realization and will not be refundable.

SGD reserves the right to destroy any tool that has not resulted in the manufacture articles for a period of five (5) years.

For the Products made specially at the Customer's request, the technical impossibility of being able to guarantee an absolute concordance between the quantities manufactured and the quantities ordered results, for the Customer, in the obligation to accept delivery and to make payment of the quantities actually manufactured, so long as the difference with the Order does not exceed:

- + or – 30% from 0 to 50,000 parts
- + or – 20% from 50,000 to 100,000 parts
- + or – 15% from 100,000 to 250,000 parts
- + or – 10% from 250,000 to 500,000 parts
- + or – 5% above 500,000 parts

III. DELIVERY

If the Customer does not respect the agreed delivery date, all risks and

incidental costs incurred from that day on will be attributable to the Customer, the sale then being made at the Customer's risk and peril.

The Customer has a period of six (6) months from the first delivery date, confirmed by SGD, to take possession of all the Products, failing which SGD reserves the right to invoice the storage costs and the amount of the Order upon simple notification.

Invoiced Products, not collected within six (6) months after this invoice, may be destroyed, after a formal notice has been sent to the Customer, which has remained unsuccessful during the period granted.

IV. IMPOSSIBLE PERFORMANCE

A force majeure or an act of God discharges any obligation to manufacture or deliver. The following are considered to be cases of force majeure: strikes, fires, floods, storms, lack of raw materials, traction, fuel, accidents to ovens or machines, interruption or scarcity of transport.

V. LIABILITY

In the event of an acknowledged manufacturing defect, SGD's liability is limited to replacing or reimbursing the defective Products, provided that they are returned.

If no specific agreement is concluded with the Customer in respect of the Products, SGD standard specifications, SGD standard quality agreement and the present Conditions shall be included as part of the Contract.

The Customer must put its complaints in writing, accompanied by

samples, within eight (8) days of receiving the Products, for an error or an apparent defect, and from the discovery of the fault for a hidden defect. However, SGD's liability cannot be called upon more than one year from delivery date.

The delivery dates shown on the acknowledgements of receipts are for guidance only, and the Customer is not entitled to ask for any indemnity, penalty, nor termination if delivery is made after those dates.

SGD shall not be held liable in any circumstances for any consequential loss, namely any financial or commercial prejudice (for example, loss of profits, loss of orders, any commercial disruption whatsoever), or for any prejudice resulting from any action brought against the Customer by a third party, whatever the nature, the grounds or the terms or conditions of the action brought against SGD.

VI. PAYMENT

The invoices are payable to SGD thirty days net from the date of invoice, apart from mutually agreed special terms, without any discount or set-off of any kind for the Customer.

The payment date corresponding to this deadline, or possibly a different date by mutual agreement, is shown on the invoice.

SGD reserves the right to demand cash payment or payment before delivery for first Order. Similarly, if SGD has a genuine or particular reason to believe that the Customer will experience payment difficulties

on the date of Order or subsequently to it, SGD may make acceptance of the Order or continue the Order subject to payment before delivery or in cash, or obtain guarantees for SGD's benefit from the Customer. SGD may demand that the Customer discloses its accounts to SGD in order to assess its creditworthiness.

SGD's acceptance of bill of exchange or any other method of payment does not constitute a novation or derogation to this clause.

Interest for late payment will accrue for any payment made after the due date of the invoice, without necessity of any notification. Interest will accrue at a rate of 15% per annum from the date of payment on the invoice until the invoice is paid.

SGD reserves the right to demand an indemnification to cover the collection charges for any late payment of invoices.

If SGD has agreed to the payment of its Products in several installments, SGD may immediately demand the whole of its receivable by recorded delivery letter with acknowledgement of receipt, if one of the due dates is not respected.

If the Customer fails to pay one of the deliveries during a contracting period with staggered deliveries, SGD may withhold the Products to be delivered up until full payment of the sums owed in principal and interest are received.

In addition, guarantees required to perform the Contract, may be sought

from the Customer before the Products are delivered.

Finally, if an invoice is not paid on its due date, SGD may immediately and automatically terminate the Contract by recorded delivery letter with acknowledgement of receipt, without prejudice to any claim for damages against the Customer. This clause survives the termination of the Contract.

VII. INVOICING

Invoices are issued on the day of dispatch of our Products, at the price in force on that date.

SGD sends either paper invoice or electronic invoice to the Customer, as case may be. The Customer acknowledges electronic invoice as original for tax purposes.

VIII. DATA PROTECTION

SGD may be required to collect personal data for the purpose of recording and processing Customer Orders and/or responding to requests for information. The collection, retention, use, transfer and processing of the personal data of the natural persons concerned is subject to the applicable personal data protection laws including but not limited to the Personal Data (Privacy) Ordinance of Hong Kong SAR. Please refer to our Personal Information Collection Statement [here](#) for further details.

IX. RISK and TITLE

The Products are at the risk of the Customer from the time of delivery.

The Customer undertakes to take out an insurance contract covering the risks of loss, destruction or theft of the above-mentioned Products.

Ownership of the Products shall not pass to the Customer until SGD has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to SGD from the Customer on any account.

Until ownership of the Products has passed to the Customer, the Customer must:

- (a) hold the Products on a fiduciary basis as SGD's bailee;
- (b) store the Products (at no cost to SGD) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as SGD's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
- (d) maintain the Products in satisfactory condition insured on SGD's behalf for their full price against all risks to the reasonable satisfaction of SGD. On request the Customer shall produce the policy of insurance to SGD; and
- (e) hold the proceeds of the insurance referred to above on trust for SGD and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

The Customer's right to possession of the Products shall terminate

immediately if:

- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Ordinance under Hong Kong SAR law for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Customer; or
- (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between SGD and the Customer, or is unable to pay its debts or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Products.

The Customer grants SGD, its agents and employees an irrevocable right at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

X. TRANSPORT

Unless the parties otherwise agree all the Products sold by SGD travel at the Customer's risks and costs.

SGD can therefore only be liable to the Customer if SGD has concluded the corresponding transport and insurance contract on its own account, and if the Customer has made the reserves for its claims within the legal time limits or those which are indicated in the documents accompanying the Products.

XI. CONFIDENTIALITY

All information or technical, commercial or other documents (and in particular glass designs and plans) which SGD hands to the Customer in any form whatsoever prior to a potential Order or when an Order is being carried out remain absolute ownership of SGD and are subject to the obligation of confidentiality by the Customer, which cannot disclose them to third parties without the prior written agreement of SGD.

XII. INTEGRITY AND ANTI-CORRUPTION

The Customer must conduct business with honesty and integrity and

demonstrate the highest standards of business ethics. The Customer must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Customer and any SGD employee or any other company or individual.

The Customer agrees and acknowledges that in carrying out its activities, the Customer shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by these Conditions, including, but not limited to the Prevention of Bribery Ordinance of Hong Kong SAR, the U.S. Foreign Corrupt Practices Act ("FCPA"), the French Law on transparency, fight against corruption and modernization of economic life ("Loi SAPIN II") and any other laws and regulations relating to anti-bribery or international sanctions imposed by, including but not limited to

Hong Kong SAR, the United States, the United Kingdom and the European Union. The Customer acknowledges having knowledge and understanding of the principles of the SGD Code of Ethics and Conduct available on demand at: Directionjuridique@sgdgroup.com.

XIII. DISPUTES

These Conditions shall take precedence over all the Customers' general and special conditions.

The Hong Kong courts shall have exclusive jurisdiction to judge any dispute in respect of the Contract. The laws of Hong Kong shall govern the Contract.

XIV. INCOTERMS

All SGD export sales are governed by INCOTERMS 2020, unless where otherwise stipulated above.

For all Ex Works-EXW/FACTORY DEPARTURE deliveries, the Customer undertakes to transmit within forty-eight (48) hours, the documents proving that it has fulfilled its export customs clearance obligations.