

TERMS & CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES

1. PURPOSE AND APPLICATION OF THESE T&C

- 1.1. These Terms and Conditions (“**T&C**”) jointly with the Purchase Order (“**PO**”) issued by an any entity belonging to Almirall group of companies (“**Almirall**”) and any other document specified in a PO, or attached to an offer submitted firmly by a supplier (the “**Offer**”). The PO or the Offer jointly with the T&C (the “**Agreement**”) shall govern the conditions under which Almirall purchases, and the supplier identified in the PO or the Offer (“**Supplier**”) will deliver to Almirall, the products or services identified in the PO or the Offer (the “**Goods**” or “**Services**”).
- 1.2. The Agreement constitutes the complete and exclusive statement of the terms of the Agreement between Almirall and the Supplier (the “**Parties**”) for the purchase of the Goods or Services identified in the PO or the Offer, and supersedes all prior oral or written agreements, commitments or understanding with respect to such subject matter. No terms or conditions endorsed upon, delivered with, or contained in the Supplier's offer, acknowledgement or acceptance of order, specification or similar document will form part of the Agreement and the Supplier waives any right which it otherwise might have to rely on such terms and conditions even if such conditions have been registered or filed by Supplier with a company’s registry or public organism.
- 1.3. All references to Almirall in these T&C shall be deemed to be made to the entity belonging to Almirall group of companies issuing the PO or accepting the Offer.
- 1.4. These T&C apply to all Almirall's purchases and any variation to these T&C shall have no effect unless expressly agreed in writing and signed by a duly authorized representative of Almirall.

2. ACCEPTANCE OF THE AGREEMENT

- 2.1. Upon receipt of the PO, the Supplier shall confirm its receipt and acceptance in writing. Almirall may cancel any PO as long as the PO has not been accepted by the Supplier as provided herein, without such cancellation giving the Supplier any right to claim compensation.

3. CHANGES

- 3.1. Almirall shall have the right by written order to request changes in the Services or in the Goods to be provided by the Supplier hereunder. If such changes –or suspension- causes an increase or decrease in the cost of the performance of the relevant PO, or in the time required for this performance, an equitable adjustment of the price shall be negotiated promptly, and the PO shall be modified in writing accordingly.

4. DELIVERY/PERFORMANCE

- 4.1. The Goods shall be delivered, or the Services performed, at the time or within the period specified in the Agreement. Deliveries prior to the agreed-upon delivery dates may be rejected by Almirall or stored at the Supplier's expense until the agreed-upon delivery date. In general, the Supplier may only make partial deliveries/provide partial performance upon having obtained Almirall’s express prior consent.
- 4.2. The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition, under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances (including hazardous substances).
- 4.3. Unless otherwise agreed in written by the parties, Goods shall be delivered DDP to the premises or facilities instructed by Almirall and during normal business hours. Goods are transported at the Supplier’s risk until delivery to Almirall is completed (including off-loading and stacking). The insurance of the Goods shall be covered by the Supplier.
- 4.4. The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the PO number, date of the PO, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered. If the shipment involves hazardous materials Almirall shall be provided with all product information, in particular the safety data sheets in a timely manner.

- 4.5. Time for delivery of the Goods and performance of the Services shall be of the essence for the Agreement. Failure to deliver the Goods or render the Services within the agreed period, shall entitle Almirall, to the extent permitted by law: (i) to cancel the Agreement in whole or in part; (ii) to refuse to accept any subsequent delivery of Goods or performance of Services; and (iii) to recover from the Supplier any expenditure reasonably incurred by Almirall in obtaining goods or services in substitution from another supplier.
- 4.6. Goods and Services shall not be deemed as delivered or performed until a duly authorized representative of Almirall has signed the corresponding note of delivery or acknowledgment in writing of any deliverable thereof (an e-mail may suffice). Signature of this note of delivery or acknowledgment shall not constitute Almirall's acceptance of the delivered Goods or rendered Services.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Supplier represents, warrants and undertakes to Almirall that:

- (i) the Goods/Services shall conform as to quantity, quality and specifications with the particulars stated in the Agreement;
- (ii) if the Agreement does not specify the quality and specifications, the Goods/Services shall satisfy the standards normally required and reasonably expected for such type of Goods/Services;
- (iii) the Goods/Services shall be free from liens encumbrances, burdens and defects, whether latent or patent, usable, merchantable and suitable for their intended purpose;
- (iv) the Services shall be performed by appropriately qualified and trained personnel with due care and diligence and will comply with the highest standard of quality prevailing in the industry;
- (v) the Goods/Services shall comply with all applicable laws and regulations of both, the country of origin and destination, at the time when the Goods are supplied or the Services rendered, including those relating to manufacture, labelling, packaging, transportation, importation, and exportation; and
- (vi) the Goods/Services shall not infringe any third party's intellectual property right, trade secret, property or contractual right and shall not constitute an unfair competition act.

5.2. Supplier also represents and warrants that:

- (i) all the personnel involved in the rendering of the Services will be properly engaged by the Supplier in accordance with labor regulations and that the Supplier is up to date with any payment due to the personnel and to the Social Security and equivalent administrative and labor authorities.
- (ii) all the personnel, consultants and advisors engaged for the rendering of Services (x) have been specifically informed of the confidential nature of the Confidential Information and are bound by written obligations of confidentiality not less restrictive than those contemplated herein; and (y) have assigned or are bound in writing to assign to the Supplier all intellectual property rights arising from the implementation of this Agreement so that Almirall can be the owner in accordance with Section 9. below.
- (iii) it is not on any applicable official national or international sanctioned party list and the performance of this Agreement will not violate any trade control regulations.
- (iv) it shall comply with all applicable laws, including the Anti-Corruption Laws and has no knowledge of any investigation being conducted by any Governmental Authority, or by such Party or its Affiliates, with respect to such potential violations.

6. INSPECTION AND TESTING

- 6.1. Once the Supplier has delivered the Goods or rendered the Services, Almirall shall inspect and test them within (i) thirty (30) calendar days after delivery or (ii) the legally permitted period, whichever is longer. If the results of such inspection or testing cause Almirall to be of the opinion that the Goods or Services do not conform to the PO/Offer or to any specification contained in the PO/Offer or in a Quality Assurance Agreement, as the case may be, Almirall shall inform the Supplier and the Supplier shall, if permitted by law, immediately take such action at the Supplier's cost as is necessary to ensure conformity, including but not limited to delivering new and compliant Goods or rendering the Services again. The notice period shall begin on the date on which Almirall or, in the case of a third-party transaction, its customer, noticed or should have noticed the defect.

7. RISK/PROPERTY

The Goods shall remain at the Supplier's risk until delivery to Almirall is complete (according to Section 4.3) when, without prejudice to any right of rejection which Almirall may have under the Agreement or by law, ownership of, title to and risk in the Goods shall pass to Almirall.

8. **PRICE AND PAYMENT**

- 8.1. The price of the Goods or Services shall be that stated in the PO or, in the last offer sent by the Supplier before Almirall's sending the PO. Such price is final and firm and unless otherwise agreed in writing by Almirall shall be exclusive of value added tax but inclusive of all charges for packaging, carriage, insurance, and delivery of the Goods or rendering the Services to Almirall and any duties, taxes, imports or levies incurred by the supplier. However, all such taxes including, if applicable, the VAT- shall be listed separately in the corresponding invoice.
- 8.2. Unless otherwise indicated in the PO, Almirall shall pay the price within a period of sixty (60) days following receipt of the undisputed relevant invoice (which shall include the information required by Almirall).
- 8.3. Almirall shall apply those deductions, retentions or setoffs to which Almirall may be entitled against the Supplier for any reason.
- 8.4. Unless otherwise agreed by Almirall in writing, the Supplier shall not issue its invoice for the sale of the Goods or the rendering of the Services before Almirall's acceptance of the Goods or of the Services.
- 8.5. The Supplier shall provide Almirall appropriate certification from the relevant revenue authority that the Supplier is tax resident of that jurisdiction if the Supplier wishes to claim the benefits of an income tax treaty to which that jurisdiction is a party. Upon the receipt thereof, any deduction and withholding of taxes by Almirall shall be made at the appropriate treaty tax rate. Both Parties shall provide the other Party with all documents and information necessary to comply with any requirement of the corresponding tax authorities related to Value Added Tax or any other tax.
- 8.6. Any expenses to be incurred by Supplier in rendering the Services shall be previously approved by Almirall in writing and shall always comply with the Almirall Travel Standard Operating Procedure in force from time to time.

9. **INTELLECTUAL PROPERTY RIGHTS**

- 9.1. All intellectual property rights owned by each party before the date of the Agreement or created by each party independently from this Agreement remain the property of the said party.
- 9.2. Any intellectual property rights - if any - arising out of or in connection with the performance or implementation of this Agreement ("**Foreground IP**") shall be deemed as exclusively, irrevocably and with no territorial or time restriction to the extent legally possible, owned by Almirall. To the extent any Foreground IP does not automatically vest in Almirall, the Supplier hereby: (a) assigns to Almirall absolutely and with full title guarantee all right, title and interest in and to such Foreground IP to the extent that such right, title and interest are capable of present assignment of future rights; and (b) agrees to assign all of its right, title and interest in any Foreground IP that is not capable of a present assignment of future rights, in each case without any additional compensation beyond that provided for in this Agreement. The Supplier shall procure that to the extent permitted by law, any individuals involved in the creation of Foreground IP waive their moral rights and any similar or analogous rights in any jurisdiction in the world in and to such Foreground IP. Almirall shall be entitled to use, sell, license, exploit, implement, develop, and modify, directly or indirectly, with no limitation, including with right of sublicensing, the Foreground IP and other any ideas, designs, creations or proposals made by the Supplier according to this Agreement and/or in the context of the performance of the Services.
- 9.3. The Supplier agrees to do all acts and execute all documents as may be required to give full effect to this clause 9.

10. **INSURANCE**

The Supplier represents that it holds and shall hold insurance coverage for the duration of the Agreement including the guarantee and warranty periods in the form of a respective liability insurance (commercial and product liability insurance) at customary terms.

11. **INDEMNITY**

The Supplier shall indemnify and hold Almirall harmless from and against any and all loss, liability, damage, expense and cost (including, without limitation, reasonable attorney's fees and other costs of defense amounting to the amounts recoverable under the statutory provisions) arising out of any non-fulfilment by the Supplier of its

obligations, representations and warranties under this Agreement, and/or arising out of any act or omission of the Supplier, its employees, agents, contractors and subcontractors in the context of the performance of the Services which is in breach of any Law, regulation or other requirement applicable to the Supplier.

12. **TERMINATION**

- 12.1. Almirall may at any time terminate the Agreement, in whole or in part, by giving prior written notice to the Supplier at least 30 calendar days in advance, whereupon all work on the Agreement shall be discontinued. Almirall will pay the Supplier for all the work actually done, as well as the associated expenses in which the Supplier has actually incurred. The Supplier waives any and all rights to request compensation for loss of benefits or any other indirect loss to the extent permitted by law.
- 12.2. Likewise, Almirall may terminate the Agreement with immediate effect:
- (i) if the Supplier makes a material breach of its obligations under or arising from the Agreement.
 - (ii) if there is a substantial change in the corporate control or the operational direction of the Supplier that adversely affects the ability of the Supplier to meet its obligations under the Agreement.
 - (iii) in case of insolvency of the Supplier (provisional or definitive) if permitted by law.
- 12.3. The early termination of the Agreement will be without prejudice to the rights of Almirall accrued prior to termination and without prejudice to any compensation for damages that Almirall is entitled to claim in accordance with the law.
- 12.4. On termination or expiry of this Agreement for any reason, the Supplier shall immediately return or destroy any intellectual property rights or Confidential Information of Almirall in the Supplier's, or its employees', contractors', agents', representatives' or subcontractors' possession or control.

13. **PERSONAL DATA PROTECTION**

- 13.1 Each party will comply with the Personal Data Protection laws that are applicable to each party in relation to the processing of personal data under this Agreement, as the case may be. When the Services to be rendered by the SUPPLIER may involve processing activities of personal data on behalf of Almirall, the Supplier acts as Processor, and the processing of personal data shall be governed as follows: a) personal data shall be solely processed for the purpose deemed from the Service and according to the instructions provided by Almirall and any applicable privacy regulations; b) once the Service is terminated, personal data shall be returned or destroyed, upon Almirall's request; d) when engaging with third parties -subprocessors-, the Supplier shall regulate such relationship in written with equivalent conditions than the ones established herein, including the adoption of adequate safeguards for International Transfers of data. Intended changes concerning the addition or replacement of subprocessors shall be communicated to Almirall, thereby giving Almirall the opportunity to object to such changes; e) considering the state of the art, SUPPLIER shall implement appropriate technical and organizational measures to ensure confidentiality, integrity, availability and resilience of processing systems and services used for the processing, providing appropriate training of any of its personnel, agents and subcontractors dealing with the processing of personal data; f) Supplier shall assist Almirall in the performance of service-related assessments, consultations to Authorities, provision of privacy information to individuals and response of data subject rights, as the case may be; g) Supplier shall, without undue delay, notify Almirall of any actual or reasonably suspected personal data breach and promptly take steps to rectify or remedy such personal data breach. Supplier shall reasonably co-operate with Almirall in resolving and remediating a personal data breach; h) Supplier shall make available to Almirall all information necessary to demonstrate compliance with data processing.
- 13.2 In compliance with the provisions of the Personal Data Protection laws, Supplier will inform the individuals acting on its behalf that the personal data contained in the Agreement or provided to Almirall from time to time, may be included in Almirall files. Such personal data will be processed for the purposes of management of the contractual relationship and will be kept as long as it remains in force, as well as during the time necessary to comply with any related legal obligation. Supplier expressly acknowledges and accepts (and will inform its employees and other individuals engaged in the provision of Goods and Services) that their personal data may be shared within the Almirall group of companies, also for the appropriate management of the contractual relationship. Besides, the supplier will inform such individuals of the possibility to exercise their rights against

Almirall (DPO contact: dpo.global@almirall.com), as well as to lodge a claim at the relevant Supervisory Data Protection Authority regarding such processing.

14. **AUDIT**

14.1. Almirall, directly by itself and/or through third parties that it may designate, shall have the right to audit any aspects related to the rendering of the Services, monitoring of methodologies, compliance with applicable Law and regulations, requirements and/or established procedures, etc. Supplier will grant Almirall and/or whoever it designates access to any systems, files, installations, etc. related to the rendering of services and will cooperate and respond to requests regarding information, documentation and any other elements that may be requested by Almirall in this regard.

15. **SUPPLIER'S PLATFORM. ADHERENCE TO ALMIRALL'S SUPPLIERS' CODE OF CONDUCT**

15.1. The Supplier expressly agrees to register, during the term of the commercial relationship with Almirall, on any platform that Almirall may request the Supplier to register on, in relation to the sourcing of services and/or goods and contracting of suppliers, and/or the management of the life cycle of the commercial relationship between the parties, including the payment of invoices. In connection with the Supplier's registration on any such platform, Supplier undertakes to provide and keep up to date all data, documentation and information that Almirall may reasonably require for this purpose at any time.

15.2. The Supplier shall comply with the Almirall Suppliers' Code of Conduct, available at www.almirall.com as updated by Almirall from time to time. Supplier shall ensure that its personnel and any subcontractor which might be involved in the performance of the Services or the sourcing or supply of Goods receives a copy of, and shall comply with, such Code of Conduct. Almirall will have the right to audit, directly or through a third party, the Supplier's compliance with such Code of Conduct.

16. **CONFIDENTIALITY**

16.1. Supplier shall, during the term of the Agreement and for a period of fifteen (15) years after its termination for any grounds, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by Almirall or its representatives and any other confidential information concerning Almirall's business or its products which Supplier may obtain (the "Confidential Information"). Either party shall restrict disclosure of the Confidential Information to such of its employees, agents or contractors as need to know the same for the purpose of their obligations under the Agreement.

16.2. The above obligation will not be applicable to:

- (i) any information that is or becomes accessible to the general public as a result of its disclosure by the owner of the information.
- (ii) any information previously known by the parties independently from this Agreement without any restriction regarding its disclosure at the time of the beginning of the agreement.
- (iii) any information that is required to be disclosed by a competent judicial or administrative authority

17. **GENERAL**

17.1. If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in any respect, it shall, to the extent of such illegality, invalidity, or unenforceability be deemed severable and the remaining provisions of the Agreement shall continue in full force and effect

17.2. Failure or delay in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of the rights under the Agreement.

17.3. Any waiver by Almirall of any breach of, or any default under, any provision of the Agreement by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

17.4. Clauses 5, 9, 10, 11, 13, 16, 17 and any other provisions of this Agreement that are intended expressly or by implication to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement for any reason.

- 17.5. This Agreement (and any issues, disputes or claims arising out of or in connection with it, including non-contractual disputes) shall be governed by and construed in accordance with the laws of the country where the Almirall contracting entity has its registered office (excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods) and the parties hereby submit to the exclusive jurisdiction of the courts of the city where the Almirall contracting entity has its registered office.
- 17.6. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to a third party without Almirall's prior written consent.
- 17.7. Almirall may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to any Almirall group company and also to a third party (without consent, if permitted by law) in the context of a global transaction, transfer of business or asset(s) to which Goods or Services are related.
- 17.8. The relationship between Supplier and Almirall is that of an independent contractor. Nothing contained nor performed under this Agreement shall be interpreted in any sense as if the Supplier is an employee, partner, representative, or agent of Almirall. Neither party will have any authority to make any commitments on the other party's behalf.

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