

# General Terms and Conditions of Purchase (GTCP)

Axcura AG, Rapperswil-Jona, Switzerland

## 1. Scope

These General Terms and Conditions of Purchase ("GTCP") govern all present and future contracts, purchase orders, and business relationships under which Axcura AG, Switzerland ("Axcura") purchases goods, materials, products and/or services ("Goods and Services") from suppliers, manufacturers, distributors, or service providers ("Supplier"). By accepting a purchase order issued by Axcura, delivering Goods or Services, or commencing performance, the Supplier acknowledges and agrees that these GTCP apply exclusively. Any deviating or conflicting terms of the Supplier, including general sales or delivery conditions, shall not apply unless expressly accepted in writing by Axcura. These GTCP also apply to follow-up or repeat orders, even if not expressly referenced again.

In case of conflict, the following order of precedence shall apply:

- a. Individual written agreements or purchase orders of Axcura;
- b. Quality Agreement (if applicable);
- c. These GTCP;
- d. Supplier documentation (expressly excluded unless accepted in writing).

## 2. Purchase Orders and Contract Formation

Purchase orders ("Order") issued by Axcura are binding only if made in writing. Orders issued orally require written confirmation by Axcura.

An Order becomes a binding contract ("Contract") when:

- a. the Supplier confirms it in writing, or
- b. the Supplier commences performance, or
- c. the Supplier does not reject the Order in writing within ten (10) business days of receipt.

Deviations from the Order, including price, delivery terms, specifications, or currency, are valid only if confirmed in writing by Axcura.

## 3. Prices and Cost Stability

Prices agreed in the Contract are fixed and binding. They include all costs associated with proper performance, except VAT where applicable. Currency fluctuations, raw material price changes, energy costs, labor costs, or supplier price increases do not entitle the Supplier to adjust prices.

#### 4. Withdrawal and Termination

Axcura may withdraw from or cancel the Contract in whole or in part without penalty if the Supplier has not demonstrably incurred documented, non-recoverable costs. If documented commitments already exist, Axcura's liability is limited to reimbursing such proven, reasonable costs against transfer of ownership of the relevant Goods or materials.

Axcura may terminate the Contract immediately for cause, including but not limited to:

- a. quality or regulatory non-compliance
- b. breach of change control obligations
- c. sanctions or export control violations
- d. reputational or compliance risk
- e. customer or authority-driven termination

#### 5. Execution, Specifications and GMP/GDP Compliance

The Supplier warrants that all Goods and Services:

- a. conform to agreed specifications and documentation
- b. meet state-of-the-art standards
- c. comply with applicable laws and regulations

Where applicable, the Supplier shall manufacture, test, store, and distribute Goods in compliance with:

- a. Good Manufacturing Practice (GMP)
- b. Good Distribution Practice (GDP)
- c. applicable pharmacopoeia, chemical, food, or technical standards

Samples, specifications, drawings, and documentation provided form integral, binding parts of the Contract.

#### 6. Change Control

The Supplier shall notify Axcura in writing prior to implementation of any change that may impact quality, regulatory status, safety, or supply continuity, including but not limited to:

- a. manufacturing site or equipment
- b. raw materials or intermediates
- c. production processes or parameters
- d. analytical methods or specifications
- e. subcontractors or critical suppliers
- f. quality systems or certifications

No such change may be implemented without Axcura's prior written approval. Goods produced under unapproved changes may be rejected at the Supplier's expense.

## 7. Delivery Dates and Delays

Delivery dates agreed in the Contract are binding. The Supplier shall immediately notify Axcura of any actual or anticipated delay, including cause and corrective actions.

In case of delay, Axcura may, at its discretion:

- a. grant a grace period
- b. procure replacement Goods elsewhere
- c. withdraw from the Contract
- d. claim damages

## 8. Fulfillment, Transfer of Risk and Title

Fulfillment occurs only when:

- a. Goods arrive at the agreed place of fulfillment in compliant condition, and
- b. all required documentation (CoA, SDS, transport documents, invoices) is provided.

Risk and title transfer to Axcura only upon Fulfillment. Any loss, damage, or deterioration prior to Fulfillment is borne exclusively by the Supplier.

## 9. Packaging, Transport and Logistics

The Supplier shall package, label, declare, and transport Goods in compliance with applicable laws and GDP requirements, including temperature-controlled transport where required. The Supplier bears liability for damage resulting from inadequate packaging, labeling, documentation, or transport conditions. Unless agreed otherwise, all transport costs, duties, taxes, and fees are borne by the Supplier.

## 10. Inspection, Acceptance and Complaints

Axcura may inspect Goods within a reasonable period after delivery. Defects may be notified at any time during the warranty period. Payment or acceptance does not constitute waiver of warranty rights.

## 11. Warranty and Remedies

The Supplier warrants that Goods are free from defects and meet all agreed and regulatory requirements.

The warranty period extends to the later of:

- a. twenty-four (24) months from delivery
- b. expiry date or re-test date

In case of defects, Axcura may require replacement, remediation, price reduction, or withdrawal from the Contract. The Supplier is liable for all resulting damages, including consequential and recall-related costs.

## 12. Incident, Recall and Regulatory Notification

The Supplier shall notify Axcura immediately (within 24 hours) of:

- a. deviations, OOS/OOT results
- b. quality defects
- c. regulatory inspections with critical findings
- d. product safety incidents

The Supplier shall fully cooperate in investigations, recalls, authority communications, and corrective actions. If the root cause lies with the Supplier, all recall and remediation costs shall be borne by the Supplier.

## 13. Audit and Access Rights

Axcura, its customers, and regulatory authorities may audit the Supplier, including subcontractors, upon reasonable notice. Audits may include review of facilities, documentation, quality systems, and records relevant to the Contract. Audits do not limit or replace the Supplier's responsibilities.

## 14. Data Integrity

The Supplier warrants compliance with data integrity principles (ALCOA+), including accuracy, completeness, traceability, and security of records. Electronic and paper records shall be protected against manipulation and unauthorized access.

## 15. Intellectual Property Rights

Unless agreed otherwise, all intellectual property created specifically for Axcura becomes the exclusive property of Axcura. The Supplier shall assign all rights and ensure freedom from third-party claims.

## 16. Non-Infringement and Product Liability

The Supplier warrants that Goods and Services do not infringe third-party rights. The Supplier shall fully indemnify and hold Axcura harmless against all related claims. The Supplier shall maintain adequate product liability insurance (minimum CHF 5 million per claim) and provide proof upon request.

## 17. Confidentiality

All non-public information exchanged is confidential and may be used solely for Contract performance. Confidentiality obligations survive termination.

## 18. Export Controls, Sanctions and Compliance

The Supplier shall comply with applicable export control, sanctions, and trade regulations. The Supplier warrants that Goods are not sourced from restricted entities or jurisdictions without disclosure and approval.

## 19. Force Majeure

Force majeure events suspend obligations only for the duration and extent of the event. If force majeure exceeds thirty (30) days, Axcura may terminate the Contract without liability.

## 20. Applicable Law and Jurisdiction

Swiss law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Exclusive place of jurisdiction is Zurich, Switzerland. Axcura may also pursue claims at the Supplier's domicile where legally permissible.

Axcura AG  
Rapperswil-Jona, Switzerland