



ICE GROUP TERMS AND CONDITIONS OF SALE

DEFINITIONS:

Applicable Law:	all ordinances, rules, regulations, laws, guidelines, and requirements of a competent authority applicable to the manufacturing of Product by Seller.
Buyer:	any person who buys Product from the Seller.
Contract:	the contract between the Seller and the Buyer in accordance with these terms and conditions.
Product:	any product set out in a Purchase Order accepted by the Seller.
Protected Person	ICE S.p.A., any company that controls, is controlled by, or is under common control with ICE S.p.A., any equity holder in any of the foregoing, and any officer, employee, agent or representative of any of the foregoing.
Purchase Order	any purchase order proposed by Buyer and capable of acceptance by Seller, it being understood that a Purchaser order is not binding until it is accepted in writing by the Seller.
Seller:	ICE S.p.A. or any other company that controls, is controlled by, or is under common control with ICE S.p.A. and which has accepted the relevant Purchase Order in writing in the capacity of a Seller.
Specifications:	specifications, quality standards and testing methods for Product.

- 1. BASIS OF CONTRACT:** A contract shall arise between Seller and Buyer on Seller's written acceptance of a Purchase Order issued by Buyer on these standard terms and conditions of supply, except where the Seller and the Buyer are parties to a separate agreement governing the acceptance of orders through a purchase order mechanism in which case the terms and conditions of that agreement shall continue to apply. Quotations issued by Seller shall constitute an invitation to treat and shall be available for acceptance by Buyer by submitting a proposed Purchase Order in relation to such quotation within a maximum period of 30 days from the date of issue but may be withdrawn by Seller by oral or written notice at any time prior to Seller's acceptance of any Purchase Order. No modification, variation or other terms or conditions, other than those stated herein, whether contained in Buyer's Purchase Order or elsewhere shall be binding on Seller, and are hereby expressly rejected, unless agreed to in writing between the parties and signed by a duly authorized representative of Seller. These terms and conditions are not an acceptance of any other terms.
- 2. PRICE AND QUOTATION:** Unless otherwise agreed in writing, Product will be supplied to Buyer at the price last quoted by Seller in writing. Seller has the right to alter prices previously quoted without any minimum notice period. Buyer shall be advised of any price alteration where a written Purchase Order is affected. Each Purchase Order shall, unless otherwise instructed by Seller in accordance with the applicable quote, specify the Product being ordered, intended quantity of Product ordered, required delivery date or dates, delivery location, special shipping instructions, packing instructions, contact names, and intended delivery terms (INCOTERMS 2020) if different from EXW INCOTERMS 2020 as set forth in clause 4 below. A Purchase Order shall only be binding on the parties once expressly confirmed and accepted by Seller in writing. No other delivery terms, prices or quotation transmitted verbally or in writing, or by any other means, shall be binding on Seller. Once a Purchase Order has been duly issued by Buyer and confirmed and agreed by Seller pursuant to the terms of this clause 2, Buyer may not cancel any such binding order or return purchased Product without Seller's prior express written consent.
- 3. SPECIFICATIONS:** Buyer hereby agrees that Specifications, as identified on each Purchase Order, shall be Seller's standard Specifications of such Product, unless parties agree otherwise pursuant to a quality agreement.
- 4. TITLE AND RISK:** Risk of loss of Product sold shall pass to Buyer at the time the goods are delivered to Buyer (defined as EXW INCOTERMS 2020 or as otherwise stated in the applicable quote or agreed by the parties in writing). Title to Product shall not pass to Buyer until payment is received in full. Buyer shall ensure Product is maintained in satisfactory condition, protected and insured against all risks for their full price at all times from the date of delivery until title passes to Buyer. The Product shall be clearly identifiable as the property of Seller and Buyer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Product. Buyer shall give Seller such information as Seller may reasonably require from time to time relating to the Product. At any time before title to the Product passes to Buyer, Seller may require Buyer to deliver up all the Product in its possession and if Buyer fails to do so promptly, enter any premises of Buyer or of any third party where the Product is stored in order to recover it. Buyer must not pledge or charge by way of security the delivered Product whilst it is still owned by Seller. Should Buyer take any such action without written permission of Seller, all sums outstanding become due with immediate effect.
- 5. PAYMENT AND CREDIT TERMS:** Seller shall invoice Buyer prior to dispatch of Product. Invoices are payable within 30 days of the date of the invoice in the currency indicated on the invoice by wire transfer to the bank account as indicated on the invoice. Unless otherwise agreed in writing, in which case the provisions in clause 4 shall apply, Seller shall only dispatch the Product after Buyer has paid the invoice in full, without set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law and provided that such deduction or holding shall be without prejudice to the provisions of clause 14 (Taxes

below). In the event that a shipment of Product is sent prior to payment of the respective invoice and Buyer failed to pay such invoice within the agreed period, Seller has the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate the Contract and seek all available remedies from Buyer. Furthermore, if Buyer fails to make a payment due to Seller under the Contract by the due date, then Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause 5 shall accrue each day at 4% per annum above the Bank of England's base rate from time to time.

- 6. WARRANTY:** Seller warrants that it has the right to convey good title to the Product and that the Product will be delivered free of all liens and encumbrances not set out in this Contract. Seller further warrants that Product will be manufactured in compliance with Applicable Law and Specifications, and, to the extent expressly applicable to a specific Product pursuant to a statement of Seller, in compliance with cGMP and the Seller's DMF filed with the FDA or other equivalent Health Authorities. Any specification and description given are for identification purposes only and do not form part of these terms and conditions or any Contract, and are given without any liability on the part of Seller. **SAVE AS PROVIDED IN SECTION 12 OF THE SALE OF GOODS ACT 1979 AND AS EXPRESSLY STATED IN THIS CLAUSE 6, ANY AND ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION, RELATING TO FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND DESCRIPTION) WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE CUSTOM AND INDUSTRY PRACTICE ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE BY LAW.** To the extent that Product is manufactured or supplied in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of that specification.
- 7. LIMITATION OF LIABILITY:** It is understood that Seller has no control over the ultimate use of the Product or goods once it leaves Seller's manufacturing facility. Seller shall have no liability arising out of or in connection with the sale or use of the Product or goods or any product or material made from or incorporating such Product or goods, except to the extent that the Product or goods were not manufactured in accordance with Applicable Law, Specifications or, if applicable, cGMP. No Protected Person other than the Seller shall have any obligations or liability under or in connection with the Contract. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER IN RESPECT OF ANY DEFECT ARISING FROM WILFUL DAMAGE, NEGLIGENCE, AS A RESULT OF POOR STORAGE CONDITIONS, MISUSE OR FAILURE TO FOLLOW INSTRUCTIONS ISSUED BY SELLER CONCERNING THE PRODUCT, FOR ANY LOSS OR DAMAGE SUSTAINED OR INCURRED RESULTING FROM ANY DELIVERY QUANTITY SHORTAGES, PRODUCT WHICH IS DAMAGED, LOST IN TRANSIT, SHORT DATED, OR IS DEFECTIVE, IN EACH CASE, TO THE EXTENT NOT AS A RESULT OF BREACH OF CONTRACT BY THE SELLER. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OF PROFITS, BUSINESS OR CONTRACTS OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, EXPENSES OR OTHER CLAIMS WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR ANY CLAIMS FOR COMPENSATION ARISING FROM THE SUPPLY OF ANY GOODS OR SERVICES EXCEPT AS EXPRESSLY DETAILED IN THESE TERMS AND CONDITIONS. SELLER SHALL NOT BE LIABLE FOR ANY REPRESENTATION, ADVICE OR RECOMMENDATION GIVEN BY ANY OF ITS EMPLOYEES CONCERNING THE STORAGE, USE OR APPLICATION OF ANY PRODUCT OR SERVICES WHICH HAS NOT BEEN CONFIRMED IN WRITING. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE TOTAL LIABILITY OF SELLER FOR ALL LOSSES OR DAMAGES UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE VALUE OF THE PRODUCT IN THE RELEVANT PURCHASE ORDER. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE CONTRACT.** Nothing in these terms shall limit liability for fraud or any other liability that cannot be legally excluded.
- 8. EXCLUSIVE REMEDY:** If upon delivery to Buyer the goods appear not to meet the Specifications ("Defect" and "Defective" shall be construed accordingly), Buyer has 90 calendar days from date of delivery to test and determine, at its own cost and expense, the suitability and conformance to the agreed upon Specifications. If Buyer acting reasonably determines the Product is Defective, Buyer must notify Seller in writing within such 90-calendar day period setting forth the details of such Defect. In the event of a disagreement, an independent laboratory, agreeable to both Buyer and Seller, will evaluate and determine if Product is Defective. If the Product is Defective, Buyer shall return the Defective Product to Seller. Buyer shall not return, repair or dispose of any Defective Product without Seller's written consent. In the event Seller supplies Defective Product to Buyer, Buyer's remedy consists of, at Seller's option, replacement of non-conforming goods with conforming Product within 60 calendar days from the date when the existence of the Defect is confirmed or return of the purchase price. If the Buyer does not make any notification to the Seller within the 90-calendar day period referred to above the Product shall be deemed to be free from Defect and the Seller shall have no liability for Defects in connection with that Product. To the maximum extent permitted by law, the remedies provided in this Clause 8 shall be exclusive and in lieu of any other right, action, defence, claim or remedy of Buyer provided by law or otherwise (including this Contract) in connection with or by virtue of the presence of Defects in the Product. In particular, for the avoidance of doubt, to the maximum extent permitted by law: (a) no right, action, defence, claim or remedy shall be available to Buyer in case of defects of the Product different from the Defects and (b) Seller does not represent and warrant, nor undertake, that the Product is fit for any use Buyer intends to make of the Product.

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9. **FORCE MAJEURE:** Seller shall not be in breach of this Contract nor liable for delay in performing, or failing to perform, any of its obligations under the Contract if such delay or failure results from conditions beyond Seller's reasonable control, including, but not limited to, acts of god, fire, flood, windstorm, epidemics, quarantines, war, embargoes, acts or omissions of governmental authorities, strikes, labour disputes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment, delay by suppliers, other government actions affecting the supply chain or any other or similar event not within Seller's control. In the event Seller is unable to supply the Product in the total volume as required by its customers collectively, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days' written notice to Buyer.
10. **DELIVERY:** Seller shall deliver the Product to the location as indicated in the Purchase Order accepted by Seller. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seller shall not be liable for any delay in delivery of the Product that is caused by a force majeure event (as outlined in clause 9) or by Buyer's failure to provide adequate delivery instructions to Seller, nor shall any delay entitle Buyer to terminate or rescind the Contract. Seller may deliver Product by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle Buyer to cancel any other instalment. Any person signing for a delivery made by or on behalf of Seller at the notified delivery address shall be deemed as providing absolute proof of delivery. If Buyer fails or refuses to take delivery of the Product within Buyer's normal working hours on the date of delivery, or if Seller is unable to deliver on time due to Buyer's failure to provide adequate delivery instructions, Seller shall store the Product and Buyer shall pay all related costs and expenses (including insurance). If Buyer fails to take delivery or collect the Product within 14 calendar days after the date of delivery, Seller may rescind the Contract and recover damages from Buyer. No variations to any delivery of Product required by Buyer shall be binding on Seller unless agreed in writing, including, as part of such agreement, any change in price arising as a consequence to the Buyer's variation to delivery of Product. Seller will provide for freight insurance, as per agreed INCOTERMS 2020.
11. **SHIPPING:** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof.
12. **ROUTING:** The destination routing of shipments will be at the Seller's option.
13. **DEFAULT:** If Buyer (i) fails to furnish shipping instruction within sufficient time as specified in clause 11, (ii) fails to order any shipment hereunder within the time specified in the Purchase Order, (iii) refuses to accept any shipment properly tendered hereunder, (iv) fails to tender any payment hereunder when due, or (v) fails to perform in any other respect according to its obligations set out in the terms herein (each of which shall be a material breach of contract), Seller may treat such default as (a) a total breach of the entire Contract, and/or (b) partial breach of Contract.
14. **TAXES:** Buyer shall pay, in addition to the prices quoted or invoiced by Seller, any use, sales, excise or value added tax, duty, custom, inspection or testing fee or any other tax, fee or charge of any nature whatsoever (other than Seller's income tax) levied by any governmental authority upon the transaction herein, including without limitation sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by the Seller (including by deduction or withholding of amounts by the Buyer), the amount shall be added to and become part of the price payable to the Seller for such goods or services or otherwise such amounts shall be reimbursed to Seller.
15. **TERMINATION FOR BREACH:** Without prejudice to any other rights or remedies available to the Seller, the Seller may terminate this Contract with immediate effect on written notice to the Buyer if: (i) without prejudice to limb (iv) below, the Buyer commits any material breach of the Contract, and if such breach is remediable, fails to remedy the breach within 5 business days of notification in writing; (ii) the Buyer takes (or is the subject of) any step or action in connection with its entering administration or insolvency including if it files a voluntary petition in bankruptcy, has a receiver appointed to any of its assets, it ceases to carry on business, makes an assignment for the benefit of creditors, suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business, is adjudicated as bankrupt or becomes insolvent; (iii) the Buyer suspends or threatens to suspend all or part of its business; or (iv) the Buyer fails to pay any amount due under this Contract on the due date for payment. On termination, Buyer shall immediately pay to Seller all of Seller's outstanding invoices and interest. Termination, pursuant to this clause shall not preclude any other legal or equitable remedy which is available to the terminating party, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision that expressly or by implication is intended to come into or continue force on or after termination of the Contract shall remain in full force and effect.
16. **ASSIGNMENT:** The rights and obligations under this Contract are not assignable by Buyer unless in writing and signed by Seller.
17. **RETURNS:** Without prejudice to clause 8 (Exclusive Remedy), Seller is not obligated to accept returned Product under any circumstances. Should Seller accept returned Product at its own discretion, Buyer will be liable for handling charged by Seller's carrier for the return of Product.
18. **CONFIDENTIAL INFORMATION:** All information that Seller has disclosed to Buyer pursuant to the purchase of Product defined herein shall be deemed as confidential information of Seller, including, without limitation, any technical or scientific information ("Confidential Information") and will remain the sole property of Seller. Such Confidential Information shall not be disclosed, copied, duplicated, transmitted or used by Buyer, except for a Permitted Disclosure. "Permitted Disclosure" means (i) any disclosure of information to Buyer's employees, officers, representatives, contractors, subcontractors or advisors who need to know such information for the purposes of exercising the Buyer's rights or carrying out its obligations under the Contract and whose actions and/or omissions shall be deemed to be the actions and/or omissions of the Buyer for the purposes of the Contract, or (ii) a disclosure as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority. If either party is required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority to disclose Confidential Information, the party required to disclose the Confidential Information shall, prior to such disclosure, notify the other party of such requirement and all particulars related to such requirement and shall co-operate with any reasonable requests of the other party in relation to the confidential treatment or limiting of the disclosure of such Confidential Information. Disclosed information shall not be deemed Confidential Information hereunder if: (a) it is now or later becomes publicly known, other than through the fault of the receiving party; (b) it is lawfully known without restriction to the receiving party at the time of disclosure as evidenced by written documentation; (c) it is rightfully obtained by the receiving party from a third party without restriction and without breach of this Contract or any similar agreement; and/or (d) it is independently developed by the receiving party without access to the disclosing party's information, as evidenced by written documentation. The obligations of confidentiality and non-use of disclosed Confidential Information shall survive any expiration or termination of this Contract for a period of ten years. In case the parties have entered into a separate confidentiality agreement covering also the supply of the Product by the Seller to the Buyer, the terms and conditions of such confidentiality agreement supplements the content of this clause 18 and, in case of conflict between this clause 18 and the confidentiality agreement, the terms of the confidentiality agreement shall prevail during their terms of effectiveness.
19. **INTELLECTUAL PROPERTY:** Seller hereby retains its entire right, title and interest to any and all intellectual property of any kind, existing prior or arising during the term of this agreement, whether or not protectable under patent, trademark, copyright or similar laws, including, without limitation, any intellectual property relating to the manufacture of the Product, and the purchase of Product or the disclosure of any Confidential Information to Buyer shall not be construed as an assignment, grant, option, licence or other transfer of any right to Seller's intellectual property. Nothing in this Contract will be construed as any representation or warranty by the Seller that the design, manufacture, use or sale of the Product does not infringe any third-party intellectual property rights.
20. **INTENDED USE / RESTRICTIONS:** Product is manufactured by Seller specifically for intended use of Buyer. No other use, manufacture, transfer or export by Buyer to a third party is permitted without express written permission of Seller.
21. **DATA PROTECTION:** Buyer undertakes to Seller that it shall comply with all Data Protection Legislation insofar as that any personal data (as defined in the Data Protection Legislation) is shared and processed by the Buyer. "Data Protection Legislation" means all applicable data protection legislation and privacy legislation in force from time to time in the United Kingdom including but not limited to the EU General Data Protection Regulations 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 SI 2003/2426 all as amended or replaced by further United Kingdom legislation.
22. **COMPLIANCE:** Buyer shall comply with all statutes, laws and regulations that are binding upon it in the territory in which it operates including but not limited to all environmental laws and all laws prohibiting bribery and corruption and in particular Buyer shall comply with the provisions of the Bribery Act 2010.
23. **NOTICE:** Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by first-class registered post, by registered airmail or email at such address as each party may notify the other. Notice by post shall be deemed served in the case of a UK destination two days after the date of dispatch and seven days after the date of dispatch to any other destination. Notice by email shall be deemed served when the email is available to read in the recipient's inbox.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
25. **THIRD PARTY RIGHTS:** Each Protected Person other than the Seller shall have the right to enforce the provisions of clause 7 (Limitation of Liability) as a third party, although no person who is not a party to the Contract shall be required to consent to any amendment to the Contract, which shall be capable of amendment by an agreement in writing between the parties to the Contract. Except as expressly stated in this clause 25, a person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions or any Contract.
26. **WAIVER:** No failure or delay by Seller to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
27. **SEVERANCE:** If any provision or part-provision of the Contract becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted

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under this clause 27 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. **GOVERNING LAW AND JURISDICTION:** The Contract, and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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