



## SALES CONDITIONS PHARMA PACKAGING

VALID FROM May 1, 2021

### 1. Definitions

- 1.1 In these General Conditions, "Nolato" shall refer to Nolato Cerbo or Nolato Jaycare or other legal entity within the Nolato Pharma Packaging business, "Buyer" refers to a firm, person, or company with which/whom an agreement of sale has been made, or to which/whom a quotation has been submitted.
- 1.2 "Customer Specific Product" refers to such a product that is manufactured according to the Buyer's specification.
- 1.3 "Standard Product" refers to such a product for which Nolato and not the Buyer has provided the design and the specifications.
- 1.4 "Products" refers to both Standard Products and Customer Specific Products that has been the subject of a sale contract, or has been stated in a quotation submitted by Nolato.
- 1.5 "Master Product Specifications" refers to such specifications regarding the quality, dimensions, technical properties and packing of the Standard Product (as changed from time to time), etc. that Nolato has provided to the Buyer before or in connection with the quotation or agreement of sale concerned.
- 1.6 "Customer Specific Tools" refers to all special models, jigs, fixtures, moulds, or other tools or type-bound equipment that are required for the manufacturing of the Customer Specific Products.
- 1.7 "Prices" refer to either a separate document, that will be updated from time to time, or the price displayed on the order confirmation or in the most recent price list from Nolato defining the price for the Product and or any other service.
- 1.8 When either of the concepts "written" or "in writing" is used in these General Conditions, it shall also be deemed to refer to faxes, e-mail messages, and, where applicable, EDI communication.

### 2. Applicability

- 2.1 These General Conditions shall apply on all quotations, offers, orders and agreements relating to all deliveries of Products from Nolato.
- 2.2 These General Conditions replace any previous agreements and negotiations and takes precedence before any and all agreements, terms, and other conditions associated with the sales concerned.

### 3. Formation of an agreement

- 3.1 The parties are legally bound by an agreement as soon as Nolato has submitted a written confirmation of an order.
- 3.2 By submitting an order upon receipt of a quotation from Nolato containing reference to these General Conditions, the Buyer agrees that the General Conditions in their entirety shall apply, unless the parties agree otherwise in writing.
- 3.3 Any condition stated in an order, or in any other document drawn up by the Buyer, that is contrary to Nolato's written confirmation of the order or these General Conditions, shall not be binding for Nolato, unless there is a written agreement to that effect. Should Nolato fail to object to such a condition, this omission shall not be construed as an acceptance, partial or entire, of an alteration of these General Conditions. On the contrary, these General Conditions are still applicable.
- 3.4 Orders accepted by Nolato cannot be cancelled by the Buyer except with Nolato's written consent and upon terms which indemnify Nolato against loss or damage. If Nolato consents to cancellation goods completed in accordance with the buyer's order at the time of cancellation must be paid for at the contract price and terms, and items in the process of special materials moulds or tools must be paid for on the basis

of operations completed, plus the price paid for such special purchases.

### 4. Tools

- 4.1 If any Customer Specific Tools are to be used exclusively when manufacturing the Customer Specific Products, the Buyer shall be charged with the costs thereof, and the parties shall reach an agreement thereon before the manufacturing is commenced. When fully paid by the Buyer and confirmed in a separate agreement, the Customer Specific Tools become the Buyer's property. The Buyer is responsible for keeping such Customer Specific Tools fully insured.
- 4.2 Any Customer Specific Tools provided by the Buyer, shall remain the Buyer's property. Nolato shall clearly mark such Tools belonging to the Buyer. Moulds or tools made or caused to be made and paid for by Nolato for use on the Buyer's orders shall remain the property of Nolato unless the parties have agreed otherwise in writing. Any tool cost charged to the Buyer shall be to cover the repair & maintenance of such moulds and tools and shall in no way indicate a change in ownership of such moulds and tools.
- 4.3 Nolato shall not, without the Buyer's prior written consent, use any Customer Specific Tools belonging to the Buyer for any other purpose than fulfilment of its contractual obligations towards the Buyer.
- 4.4 Subject to Article 4.1 hereof, Nolato shall take out and uphold Insurance on all tools and moulds owned by the Buyer whilst they remain on the Nolato's premises.

### 5. Product Specifications, design and drawings

- 5.1 Standard Products have Master Products Specifications provided by Nolato.
- 5.2 All other specifications provided by the Buyer shall include, without limitation, all necessary details regarding aesthetical and functionality requirements and testing methods for the Customer Specific Products.
- 5.3 The Buyer will be solely liable for any design of the Customer Specific Products and such Products suitability for specific purposes, even if Nolato has contributed technical assistance, know-how, and technical basic materials/designs, if any.
- 5.4 All drawings and specifications or documents relating to Products submitted by one party to the other, prior or subsequent to the formation of any agreement, shall remain the property of the submitting party. The foregoing includes any intellectual property rights or know-how embedded in or pertaining to such property.
- 5.5 If the Buyer change the specifications of any of the Products at any time after an order is placed in production he shall be responsible for the cost of any materials or products in process made unusable by such change, as well as any extra cost necessary to institute the change requested.

### 6. Prices and Payment

- 6.1 Quotations are for acceptance within 30 days from the date thereof, unless otherwise specified, and are subject to change without notice. Orders based on quotations are subject to final confirmation by Nolato when received.
- 6.2 Prices on quotations apply only to the stipulated quantities, and unless otherwise specified are net.
- 6.3 All prices are exclusive of duties, VAT or similar taxes.
- 6.4 VAT will be charged for Products and Tools according to applicable tax legislation.
- 6.5 Nolato shall have the right to call for price adjustments in case of material changes in the exchange rates or in raw material



prices and other cost changes. With material changes mean three (3) % or more. The adjusted prices shall apply thirty (30) days after Nolato's call for adjustment. The Prices are subject to alteration without notice. Accordingly the Prices of Products in an accepted / acknowledged order will change to reflect the Price list applicable on the date of the confirmed delivery date.

- 6.6 Nolato reserves the right to decide on a suitable limit of credit at its own discretion and to demand full security when such limit of credit is about to be exceeded. Nolato has a right to reconsider such limit of credit at any time at its own discretion. Upon the request for security for an order, Nolato shall be entitled to withhold delivery, partly or in full, until full security is presented to and accepted by Nolato.
- 6.7 Failure to pay for the goods on the due date shall give Nolato the right to withhold further deliveries under any contract which Nolato has with the purchaser, or at the option of the Nolato to cancel the contract. The Buyer shall indemnify Nolato for any loss incurred by reason of the cancellation of such contracts.
- 6.8 All Products delivered by Nolato shall be paid against invoice 30 days net, unless otherwise agreed in writing.
- 6.9 An interest of 8.0% per annum above the base lending rate of LIBOR/STIBOR (depending on the applicable market) from time to time will be charged on all overdue payments.

## 7. Retention of Title

- 7.1 Delivered Products, as well as Customer Specific Tools provided by Nolato, shall, to the extent permitted by the applicable law, remain the property of Nolato until fully paid by the Buyer. However, the Buyer shall carry all risk for such Products after delivery by Nolato.
- 7.2 If the buyer becomes insolvent, bankrupt or goes into liquidation, or makes any arrangement with its creditors, or has a Receiver appointed over any of its property or undertakings, then the buyer's right to sell the goods not paid for shall automatically cease. Nolato shall be thereupon entitled to enter upon the premises of the buyer and reclaim the goods.

## 8. Deliveries

- 8.1 Unless otherwise agreed in writing, all deliveries of Products will be made FCA (INCOTERMS 2020, as amended from time to time) at the site of manufacture.
- 8.2 Nolato reserves the right to deliver quantities of Products deviating from the agreed quantity, upwards or downwards, by ten (10) %.
- 8.3 In case delivery has not been made within ten (10) working days as from the acknowledged date of delivery and this is not due to a force majeure circumstance set out in Section 16 below or due to acts of the Buyer, the Buyer shall as its sole remedy be entitled to cancel the delayed delivery in question.
- 8.4 When an agreement relates to deliveries by instalments, each delivery shall be considered as an independent sale. The Buyer is not entitled to cancel an agreement in respect of other deliveries as a result of delay, defect or shortcoming in a part delivery.

## 9. Inspection and Information

- 9.1 Unless otherwise agreed upon in writing, the Buyer is aware that the Products, before the delivery, are subject to a standard inspection employed by Nolato in its normal business. Inspections shall be performed in accordance with what is stated in the relevant specifications and, if these do not address the issue at hand, with those norms that are generally applied in the relevant branch of industry. Such standard delivery inspection does not, in any event, prevent the Buyer from conducting an incoming inspection which,

given the nature of the Products and the business, is motivated on receipt of the Products.

- 9.2 The Buyer may during normal working hours and to a reasonable extent inspect Nolato's facilities, and inspect and test the Products in respect of material and workmanship. The Buyer shall give Nolato no less than two (2) weeks notice of the inspection. Inspections and tests shall not unduly interfere with the performance of work. The Buyer shall insure that the inspection is clearly defined and accomplished in compliance with the confidentiality undertaking.
- 9.3 The Buyer shall inform Nolato of changes affecting the Buyer's operations and its business firm and address, as well as change of ownership, if such a change is significant.
- 9.4 Nolato shall be entitled to receive information about the Buyer's financial position as the need arises and to a reasonable extent.

## 10. Quality

- 10.1 Unless otherwise agreed upon in writing, Nolato's standard technical properties, tolerances and methods of measurement and dimensions in respect of the Products and AQL levels in the Master Product Specifications shall apply to the deliveries.
- 10.2 Nolato undertakes to keep all production documentation for a maximum period of six (6) years.

## 11. Liability for Defects and Deviations in Quantity

11.1 Nolato undertakes to deliver Products which:

- (i) conform with the drawings and specifications for the Product; and
- (ii) are free from defects in respect of materials and workmanship.

Nolato's liability shall, however, not apply (a) to defects resulting from faulty design, drawings or specifications provided by the Buyer, which shall be the Buyer's sole responsibility, (b) to Products which have been misused, incorrectly installed, improperly maintained or stored, operated in excess of specifications, or modified or repaired by someone else than Nolato, (c) to any non-conformity caused by or relating to the use of components or materials provided or designated by the Buyer or provided by suppliers designated by the Buyer and (d) to defects resulting from normal wear and tear.

- 11.2 NOLATO'S LIABILITY FOR DEFECTS AND DEVIATIONS IN QUANTITY IS LIMITED TO THAT EXPRESSLY STATED HEREIN, AND NOLATO EXPLICITLY DISCLAIMS ANY AND ALL OTHER LIABILITY, INCLUDING IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER.
- 11.3 If delivered Products suffer from defects or deviations in quantity, the sole liability of Nolato, and the sole remedy of the Buyer, is limited to replacement of any defect Product or shortcomings in quantity, or, if accepted by the Buyer, refund to the Buyer of such proportion of the purchase price received corresponding to the non-conformity or shortcomings in quantity and transportation costs actually paid for such non-conforming Product. No allowance shall be made for expenses incurred by the Buyer in repairing defective parts, supplying any missing parts, or otherwise attempting to repair or correct a claimed non-conformity.
- 11.4 Nolato will supply a delivery note at the time of each delivery. The delivery note will contain the quantity and description of the products delivered, and the products will not be transferred until the Buyer (or his carrier) signs the delivery note to indicate receipt of the correct quantity and where possible by inspection upon receipt the good condition of the delivery.



- 11.5 The Buyer shall examine and perform approval test of the Products without delay upon delivery and within five (5) days after delivery report to Nolato any damages, non-conformities or deviations in quantity. Any claim towards Nolato shall be deemed waived by the Buyer, unless submitted to Nolato in writing at the latest thirty (30) days from the date of discovery. No report on such defect in delivery may be brought by the Buyer more than six (6) months after the date of delivery.
- 11.6 Any notice of any claim shall be specified by batch number and state the alleged defect as well as the delivery date of the Products. Before returning any Products to Nolato the Buyer shall contact Nolato Quality department and get a Return Material Authorization. Nolato shall be entitled to examine and take samples of any delivery with an alleged defect.
- 11.7 On written confirmation for the return of goods Nolato will furnish shipping instructions. Goods returned without Nolato's acceptance will be carried and held at the Buyers risk.
- 11.8 In no event shall Nolato have any liability whatsoever, including under any warranty or indemnification, to Buyer, his customers or other third parties for payment of any consequential, incidental, indirect, special or tort damages of any kind, including, but not limited to, loss of profit, loss of use, loss of production and loss of goodwill and Nolato's liability shall in all cases be limited to the purchase price for the Products which gave rise to the claim.
- 11.9 If the Buyer reasonably believes that a recall or a withdrawal of, or a field correction to, several Products ("Recall") may be necessary and/or appropriate the Buyer shall notify and consult with Nolato without undue delay and prior to initiating the Recall. Recalls shall, however, be handled by and are the sole responsibility of the Buyer although the Buyer shall keep Nolato informed of the developments of the Recall. Subject to the limitations of liability set out in these General Conditions, Nolato undertakes, if and to the extent the Recall is due to a breach as set out in this Section 11, to provide reasonable assistance to and co-operate with the Buyer in relation to the Recall. For the avoidance of doubt, the limitations of liability set out herein shall apply in relation to a Recall and the liability of Nolato shall in all events be limited to the purchase price for the Products being subject of the Recall.
- 11.10 Save as stipulated in this Section 11 and Section 12 below, Nolato shall not be liable for defects in Products.

## 12. Product Liability

- 12.1 Nolato shall bear the product liability (personal injury and property damage) caused by defective Products in accordance with applicable product liability law. To the extent the damage arises from either of the circumstances set forth in Section 11.1 (a)-(d), then Nolato has no liability of any kind and the Buyer shall indemnify and hold harmless Nolato accordingly.
- 12.2 Nolato's liability in respect of Section 12.1 above, shall not exceed €'s five hundred thousand (500,000). Any third party claims exceeding €'s five hundred thousand (500,000) will be payable by the Buyer accumulated during a 12 months period.
- 12.3 Nolato shall take out and uphold a customary product liability insurance. Notwithstanding the provisions of this Section 12, the liability of Nolato is limited to such damages and such amounts that are covered by such insurance.

## 13. Intellectual Property Rights

- 13.1 Nolato is the owner of all intellectual property rights regarding the Standard Products.
- 13.2 The Buyer shall inform and instruct Nolato of pending patent applications and patents granted relating to the Customer Specific Products prior to submitting drawings and specifications to Nolato.

- 13.3 When the Customer Specific Products are delivered in compliance with a specification, the Buyer is responsible that the Customer Specific Products do not constitute an infringement into any intellectual property rights belonging to third parties. The Buyer shall defend, indemnify and hold harmless Nolato from any and all claims, costs, damages, judgements and attorney's fees resulting from or arising out of any alleged or actual infringement or other violation of any patents, patent rights, trademarks, trademark rights, copyrights, or other intellectual property rights related to the Customer Specific Products.

## 14. Permits, Laws and Regulations

- 14.1 The Buyer shall be solely responsible for permits, inspections, information or other requirements concerning the use or application of the Products and that the use or application for the Products complies with applicable laws and regulations.

## 15. Insurance

- 15.1 The Buyer and Nolato shall keep their respective property insured during any period such property is in the possession of the other party.

## 16. Force Majeure

- 16.1 Cases of force majeure, which prevent the parties from performing their obligations in whole or in part, shall release both parties from the performance of an agreement until the circumstances amounting to force majeure have ceased.
- 16.2 Circumstances that have occurred at the time of the entering into an agreement constitute relief from liability only if the effect on the performance under the agreement could not have been foreseen at the time. It is incumbent on the party who wishes to refer to any circumstance as a relief from liability to inform the other party in writing without delay of the commencement as well as of the cessation thereof.
- 16.3 If the execution of an agreement is delayed more than six (6) months due to circumstances establishing relief from liability as mentioned in this clause, each party, without prejudice to other applicable terms pursuant to these conditions, has the right to terminate the agreement by giving written notice to the other party.

## 17. Disputes

- 17.1 Any dispute that may arise regarding the content, realisation, validity or implementation of an agreement as well as any other dispute attributable to the General Conditions or an agreement may not be brought before a court, but shall instead be referred to and finally settled by arbitration according to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration procedure shall take place in Lund, Sweden. Notwithstanding the foregoing, the party has the right to bring an action before a competent court concerning a non-contested and matured debt attributable to the agreement.

## 18. Applicable Law

- 18.1 These General Conditions as well as all agreements made or quotations or orders issued or confirmed with reference to these General Conditions, shall be governed by the substantive laws of Sweden.