

GENERAL TERMS AND CONDITIONS

Mylan Switzerland

I. GENERAL PROVISIONS

1 Scope

Sales, deliveries, rentals, and other services provided by Mylan Pharma GmbH, Turmstrasse 24, 6312 Steinhausen, and/or by Meda Pharma GmbH, Hegnaustrasse 60, 8602 Wangen-Brüttisellen (both hereinafter referred to as "MYLAN") shall be governed exclusively by the following General Terms and Conditions (hereinafter: "Terms and Conditions"), which the Customer accepts upon placing an order or receiving the contractual item. They shall also apply to all future business transactions with the Customer. The Customer's divergent or supplementary Terms and Conditions shall not be applicable even if MYLAN does not explicitly disagree with them.

2 Conclusion and Subject of the Contract

2.1 MYLAN's offers are non-binding. A contract is only entered into upon MYLAN's written confirmation of an order and such contract shall be governed exclusively by the content of the order confirmation and by these Terms and Conditions. Verbal agreements or assurances must be confirmed in writing by MYLAN in order to be valid.

2.2 MYLAN reserves all rights to the offer documents (in particular, illustrations, drawings, specifications of weight and dimension) and to any samples. They may not be made accessible to third parties and shall be returned to MYLAN immediately upon request. Such documents may not be disclosed to third parties without prior approval from MYLAN.

2.3 The details provided by MYLAN in catalogs or in the offer, such as descriptions, drawings, or illustrations, are merely intended to describe the material and give only an approximate representation unless they are explicitly defined as binding in writing.

3 Dates and Deadlines

3.1 Delivery and service dates and deadlines are only binding if they have been confirmed by MYLAN in writing and the Customer has shared or provided all of the information, documents, and approvals needed for the delivery or service and paid any agreed advance payments in a timely manner and in accordance with the agreement. Agreed deadlines shall be applicable as of the date of the order confirmation. In the case of additional or supplemental orders that are placed at a later date, the deadlines shall be extended accordingly.

3.2 MYLAN shall be released from the obligation to provide timely delivery or service for the duration of events that are unforeseeable and unavoidable and that do not fall within MYLAN's sphere of influence and for which MYLAN is not responsible, including but not limited to force majeure, war, natural disasters, and labor disputes. Agreed deadlines shall be extended for the duration of the disruption; the Customer shall be appropriately informed of the onset of the disruption. If the end of the disruption is not foreseeable or the disruption lasts for more than two months, each party is entitled to rescind the contract.

3.3 If MYLAN does not meet a delivery or service deadline, the Customer shall only be entitled to rescind the contract at the end of an appropriate grace period set by the Customer.

4 Prices, Terms of Payment

4.1 If the parties have not agreed to a specific price, the price shall be determined by the MYLAN price list that is valid at the time of the contract's conclusion ("official selling price"), which MYLAN shall send the Customer upon the Customer's request, provided that the Customer is not already familiar with the price list.

4.2 In the context of continuing obligations, such as ongoing procurement contracts and service contracts, MYLAN is entitled to increase prices by an appropriate amount. MYLAN shall inform the Customer of the planned price increase at least eight weeks prior to its implementation. The Customer is entitled to terminate the relevant continuing obligation within four weeks after receiving notice of the price increase.

4.3 All of MYLAN's prices are understood to be ex warehouse and do not include the respective statutory value-added tax, applicable customs duties, or shipping and/or travel expenses, which are calculated separately and visible on each invoice.

4.4 The statutory provisions concerning pricing by the BAG (*Bundesamt für Gesundheit* [Swiss Federal Office of Public Health]) shall apply.

4.5 The parties agree that all of the payment obligations resulting from this contract shall be payable in Swiss francs, without any deductions, unless agreed otherwise.

4.6 If not agreed otherwise, every invoice shall be payable without deduction within 30 days from the invoice date; if payment is not received within this time frame, the payment shall be considered late. Payments made by the Customer shall only be deemed to have been received when MYLAN has access to the amount paid.

4.7 If the Customer is late in making a payment (see No. I. 4.5), MYLAN shall be entitled to require the respective statutory amount of late-payment interest. The right to assert additional damage caused by delay shall not be affected.

4.8 Bills of exchange and checks shall only be accepted as a conditional payment if a separate agreement has been reached and such payment does not involve any expense for MYLAN.

4.9 The Customer shall only be entitled to offset amounts owed if the Customer's counterclaim is undisputed or legally binding.

4.10 The Customer shall only be entitled to assert a right of retention insofar as the Customer's counterclaim rests on the same contract and is undisputed or legally binding.

4.11 If, after the conclusion of the contract, it becomes apparent to MYLAN that the Customer may be unable to fulfill his payment obligations to an extent that poses a considerable risk for MYLAN's claim to payment, MYLAN shall be entitled to make the provision of outstanding deliveries or services contingent upon an advance payment or security deposit; if these are not paid even after the expiration of an appropriate grace period, MYLAN may rescind all or part of the contract without prejudice to any other rights.

5 Compensation and Limitation of Liability

5.1 MYLAN shall be liable for compensation

(i) for harm to life, limb, or health for which MYLAN is culpable;

(ii) to the extent that MYLAN has provided a guarantee for the specific quality of the contractual item or service, MYLAN's ability to procure said item or service, or any other guarantee, and the non-fulfillment of such a guarantee has resulted in damage;

(iii) for damage caused in an intentional or grossly negligent manner by MYLAN or MYLAN's agents;

(iv) in the case of any other negligent breach of essential contractual obligations, in which case, however, compensation shall be limited to the foreseeable damage typical to the contract;

(v) in accordance with the provisions of the Therapeutic Products Act, the Act on Liability for Defective Products, and any other mandatory legal regulations concerning liability;

(vi) due to a culpable breach of secondary obligations if the Customer can no longer reasonably be expected to accept the service or if it is impossible for MYLAN to provide the delivery or service.

5.2 If none of the cases mentioned in No. I. 5.1 is applicable, MYLAN shall not be liable for compensation.

5.3 No. I. 5.1 and No. I. 5.2 shall apply to all compensation claims, regardless of the legal grounds, and shall, in particular, also apply in the case of liability due to unlawful acts and culpability during contract negotiations.

5.4 The Customer is obligated to take appropriate action to prevent and minimize damage.

5.5 MYLAN does not assume any liability for loss of data that may occur during service and/or repairs as a result of the Customer not having fulfilled his preceding obligation to cooperate with respect to the backing up of data despite having been requested to do so by MYLAN.

6. Intellectual Property Rights and Confidentiality

6.1 Any and all intellectual property rights, protected rights, and legal positions with respect to the products (in particular, but not limited to, the MYLAN logo, trademark rights, patents, utility models, registered designs, supplementary protection certificates for medicinal products or other products for which such certificates can be obtained, plant variety rights, copyrights, and related intellectual property rights as well as technical and scientific know-how and manufacturing processes) are and shall remain the sole property of MYLAN and/or the affiliated companies or third parties that are entitled to make use of them. Unless explicitly agreed with the Customer in writing, the acquisition of the product shall not entail any rights being assigned to the Customer, any rights being established for or granted to the Customer, or any rights to the use of existing intellectual property rights being granted or assigned to and/or established for the Customer.

6.2 Product data that the Customer has obtained from MYLAN as confidential data during the course of the transaction may not be disclosed to third parties by the Customer. Data that MYLAN has obtained from the Customer and that has been explicitly labeled as confidential data by the Customer may not be disclosed to third parties by MYLAN.

7. Compliance

7.1 Anti-corruption regulations: The Customer acknowledges that MYLAN must align its business conduct with the "United Kingdom Bribery Act 2010" and the "United States Foreign Corrupt Practices Act (FCPA)" as well as with the respective applicable anti-corruption regulations. The Customer therefore agrees to comply with all applicable anti-corruption regulations and not to cause any violation of anti-corruption regulations worldwide by MYLAN, its affiliated companies, associated companies, board members, executive bodies, functionaries, shareholders, partners, employees, representatives, or agents, and, in particular, but without limitation of the above, not to cause violations of the United States Foreign Corrupt Practices Act or "FCPA" and U.K. Bribery Act 2010. Without limitation of the above, the Customer agrees not to pay money and not to give or offer financial benefits or other contributions of value, either directly or indirectly, to "public officials" (as the term is used in the FCPA) in order to obtain or retain business or to ensure commercial or financial advantages of any kind for MYLAN, for the Customer, or for affiliated companies.

The Customer agrees not to bribe any public officials or any private companies and/or persons, with "bribery" being defined as follows: the offer, promise, or provision of a financial or other advantage to another person with the intention of effecting the improper exercise of a function or activity or of rewarding the same; even tolerating a corresponding offer, promise, or provision of advantages constitutes an improper exercise of a function or activity. "Improper exercise" means a violation of the expectation that a person is acting in good faith, impartially, or in accordance with the trust placed in his position. The Customer furthermore agrees (1), to use appropriate care in managing and maintaining books, records, and accounts that reflect the transactions and dispositions of the assets of the company accurately, truthfully, and in appropriate detail, (2) to develop and implement a system of internal accounting controls, and (3) to grant MYLAN access to the aforementioned books, records, notes, systems, and reports, as appropriate in the context of its business, upon MYLAN's written request.

7.2. The Customer acknowledges that MYLAN may terminate the cooperation and any existing transaction with the Customer as well as all resulting payment claims at its own discretion and without prior notice with immediate effect if actions or omissions by the Customer become the subject of government investigations as possible violations of anti-corruption-related regulations. Moreover, the Customer acknowledges that MYLAN may terminate the cooperation and any existing transaction with the Customer as well as all resulting payment claims at its own discretion and without prior notice with immediate effect if MYLAN believes that the Customer has violated a legal regulation, in particular, but not limited to, the provisions of anti-corruption law.

7.3. The Customer guarantees that all persons acting in the Customer's name will comply with all laws that are applicable to the cooperation between MYLAN and the Customer (in particular, but not limited to, the provisions of anti-corruption law) in the respective country in which the Customer is domiciled and/or in which the products are sold by the Customer.

8. Validity

Upon publication of these General Terms and Conditions, the terms and conditions of sale and delivery for previous price lists and catalogs shall become invalid. With every order placed, the Customer accepts the content of these General Terms and Conditions in full.

9. Right of Amendment, General Provisions

10.1 MYLAN reserves the right to amend these Terms and Conditions exercising reasonable discretion. MYLAN shall inform the Customer of any changes in writing at least eight weeks before the changes take effect. The changes shall be deemed approved if the Customer does not object in writing within four weeks after receiving the written notice from MYLAN.

10.2 If a provision of these Terms and Conditions is invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties agree to replace the invalid provision with the valid provision that most closely approximates the economic purpose of the invalid provision.

10.3 The venue for all disputes arising from the contractual relationship is the locality of MYLAN's main place of business. However, MYLAN is entitled to sue the Customer at the competent court of the Customer's place of business or residence.

10.4 The laws of the Swiss Confederation are applicable to the exclusion of the UN Convention on Contracts for the International Sales of Goods (CISG).

II. SPECIAL PROVISIONS FOR THE SALE OF PRODUCTS

1 Modification, Price Increases, Shipping, Transfer of Risk, Insurance, Default of Acceptance, Partial Deliveries

- 1.1 MYLAN is entitled to modify the composition, construction, design, and/or appearance of the ordered contractual item to the extent that such modification is necessary for technical or medical reasons, does not impair the functionality of the contractual item, and is reasonable for the Customer.
- 1.2 With regard to the delivery of goods, MYLAN is entitled to increase the sale price by an appropriate amount insofar as unforeseeable increases in cost, in particular [due to], but not limited to, currency fluctuations, supplier prices, customs duties, transportation charges, or taxes, have arisen for MYLAN with respect to the contractual item between the conclusion of the contract and the delivery.
- 1.3 If the Customer has not stipulated otherwise, the delivery shall be sent via an appropriate shipping method in the customary packaging.
- 1.4 The transfer of use and risk shall be governed by the statutory provisions. If the delivery or shipment is delayed for reasons for which the Customer is responsible, the risk shall be transferred to the Customer on the day on which the Customer was notified that the contractual item was ready to be shipped.
- 1.5 Insurance shall only be provided at the request and expense of the Customer.
- 1.6 In the event that the Customer is in default of acceptance or in breach of other obligations to cooperate, MYLAN shall be entitled to appropriately store the contractual item at the Customer's risk and expense. MYLAN is entitled to rescind the contract without prejudice to its other rights if the delivery has not been accepted by the end of an appropriate grace period that was set for the Customer. If the Customer is in default of acceptance and the ordered product's expiration date passes during this period, MYLAN may, without prejudice to its other rights, require payment of the agreed purchase price minus any saved expenses.
- 1.7 MYLAN may make partial deliveries for legitimate reasons to the extent reasonable for the Customer.

2 Warranty, Inspection Obligation, Limitation Period

- 2.1 Under no circumstances should the information provided in catalogs, price lists, and other informational material given to the Customer by MYLAN or information provided in product descriptions be understood as a guarantee for the specific quality of the contractual item; such guarantees of quality must be explicitly agreed upon in writing.
- 2.2 Without prejudice to any of the Customer's warranty rights as defined in the following provisions, the Customer is obligated to accept a contractual item even if it has insignificant defects.
- 2.3 The Customer's warranty rights are based on the premise that the Customer has duly fulfilled the inspection and notification obligations required by law and that the Customer will therefore inspect the contractual item after delivery and immediately, no later than five days after the delivery, send MYLAN written notification of any defects, specifying the batch or lot number or another serial number indicated on the product or its packaging. MYLAN must be sent written notification of hidden defects immediately after these have been discovered.
- 2.4 In the case of any complaint, MYLAN has the right to inspect and test the contractual item that is the subject of the complaint. The Customer shall grant MYLAN the necessary time and opportunity to do so. MYLAN may also require the Customer to return the rejected contractual item to MYLAN at MYLAN's expense. If an unjustified complaint by the Customer proves to be intentional or due to gross negligence, the Customer shall be obligated to reimburse MYLAN for all expenses incurred in connection with the complaint.
- 2.5 In the case of defects covered by a warranty, MYLAN is entitled to eliminate the defect as it chooses, by repairing or replacing the defective part or the entire contractual item at no charge to the Customer. Reimbursement and price reduction are excluded.
- 2.6 The material, shipping, and labor costs associated with the repairs or replacement shall be borne by MYLAN, provided the fourth sentence of No. II. 2.4 does not apply.
- 2.7 The Customer shall grant MYLAN the time and opportunity needed for the repairs or replacement, which shall not exceed 14 days. Only in urgent cases involving a threat to operational safety or the prevention of disproportionate damage or if MYLAN is behind schedule in correcting the defect, the Customer shall have the right, after immediately notifying MYLAN, to correct the defect himself or to have it corrected by third parties and to require MYLAN to reimburse the necessary costs.
- 2.8 Parts that have been replaced by MYLAN shall become the property of MYLAN.
- 2.9 MYLAN does not provide any warranty for damage that occurs as a result of inappropriate or improper use, incorrect storage, incorrect care, incorrect transport, incorrect assembly, incorrect operation, inadequate maintenance, incorrect handling, or incorrect installation by the Customer, the use of inappropriate accessories, or as a result of natural wear and tear, provided that MYLAN is not responsible for the damage.
- 2.10 The limitation period for warranty claims is twelve months from the time of the transfer of risk. Mandatory legal requirements for longer limitation periods shall not be affected.
- 2.11 All further claims by the Customer are excluded, unless stipulated otherwise by mandatory legal requirements.

3 Product Liability, Returns, Prohibition of Assignment

- 3.1 For medical reasons, the Customer shall not modify either the delivered contractual items or their instructions for use, equipment, or packaging; in particular, the Customer shall not modify or remove existing warnings regarding the dangers associated with improper use of the contractual items and instructions for use concerning indications, therapeutic uses, contraindications, interactions, precautionary measures, and dosage instructions. The contractual items may only be offered and/or sold in their unmodified original packaging and not in partial quantities. If the Customer violates the above provisions, he shall indemnify MYLAN internally against third-party product liability claims insofar as the Customer is responsible for the defect resulting in liability.
- 3.2 If MYLAN is prompted to recall a product due to a product defect in the contractual items, the Customer shall, insofar as the Customer is a reseller, support MYLAN and take all reasonable actions as directed by MYLAN.
- 3.3 Non-defective contractual items shall only be returned or exchanged after a prior explicit agreement has been reached, which MYLAN is not obligated to do. With regard to non-defective contractual items that have been returned without being solicited, MYLAN reserves the right to appropriately store the contractual item at the Customer's risk and expense. The return of non-defective temperature-sensitive contractual products is excluded.
- 3.4 If the Customer is not a reseller, he is not entitled to assign his contractually defined delivery claims to another party.

4 Compliance with U.S. Export Administration Regulations

- 4.1 The Customer is aware that MYLAN is subject to the legal regulations of U.S. government agencies, including, but not limited to, the regulations of the U.S. Department of Treasury, which prohibits the sale, export, or transfer of products and technologies to certain countries.

- 4.2 The Customer agrees not sell products, either directly or indirectly, to clients of whom the Customer knows or must assume that they will sell or export the products to buyers in the aforementioned countries. Furthermore, all of MYLAN's obligations to deliver the products and technical information or support are subject to the laws and regulations of the U.S.A., including, but not limited to, the Export Administration Act of 1979, as amended, and the subsequent laws and export administration regulations of the Department of Commerce and the Bureau of Industry and Security, which govern the licensing and delivery of technology and products abroad by persons who are subject to the jurisdiction of the United States.
- 4.3 The Customer agrees to cooperate with MYLAN in order to ensure compliance with the applicable export administration regulations.
- 4.4 In the event of violations of this section 4, MYLAN shall be entitled to end any supply relationship with the Customer with immediate effect and to cancel previously confirmed orders. In such a case, the Customer shall explicitly not be entitled to any compensation claims.

Steinhausen and Brüttisellen, December 01, 2019