

## Rosemont Terms and Conditions of Sale (“Conditions”)

**In the absence of a written and signed agreement between Rosemont Entity (“Company”) and the Customer these terms and conditions will apply to the sale of Products by Company. These terms and conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied (except to the extent such implied terms cannot be excluded) by law, trade, custom, practice, or course of dealings.**

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions, unless the context otherwise requires, the following words and expressions have the following meanings:

<b>Contract</b>	the contract between the Company and the Customer for the sale and purchase of Products subject to these Conditions;
<b>Customer</b>	any person, firm or company ordering Products from the Company;
<b>Delivery Date</b>	as defined in clause 5.1;
<b>Order</b>	the Customer’s order as provided to Company;
<b>Products</b>	the products stated in the Order.
<b>Rosemont Entity</b>	The Rosemont entity which accepts the Order or delivers the Product

### 2. BASIS OF CONTRACT AND ORDERS

- 2.1. Each Order is deemed to be an offer by the Customer to purchase the Products in accordance with these Conditions. The Order shall be deemed accepted and a Contract formed on these terms and conditions as of the date of acceptance of Order by Company or delivery of Products by Company.
- 2.2. The Company can reject or cancel an Order for any reason at any time prior to delivery and without any liability to the Company.
- 2.3. Any placed Orders shall not be cancelled by the Customer except with the prior written consent of the Company.
- 2.4. Should the Customer refuse to accept any delivery of Products or attempt to cancel any Order, it will reimburse Company for all costs incurred by the Company in relation to such cancellation or refusal to accept the Products. Such costs may include costs incurred in retrieving Products, costs incurred in destroying Products, storage or transportation costs or other costs reasonably incurred by Company.

### 3. PRICE AND PAYMENT

- 3.1. The Price of the Products shall be the price specified in the acceptance of the order, provided in writing by Company or if no price has been provided, the price listed in the Company’s price list in force at the date the Contract is entered into.
- 3.2. Any typographical, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by the Company may be corrected by the Company without any liability to the Customer. Company may correct any error in the prices set out in any communication with a Customer either prior to acceptance of the Order or, if not identified at that time prior to delivery of Order. Company may also increase price of Products prior to delivery to reflect any increase in price of Products caused by any change in Order by Customer (including change in quantity, time for delivery), factors beyond control of Company (for example war, change in taxes, change in applicable laws, change in supply costs)

- 3.3. All prices are subject to VAT, and other similar sales taxes that are required by local laws to be applied to the price and will be payable in addition to the price of the Products.
- 3.4. Packaging and carriage charges apply to all Orders unless otherwise stated by Company and shall be payable in addition to the price of the Products.
- 3.5. The price for the Products will be paid by Customer within 30 days of receipt of invoice from Company (“**Due Date**”) and either upfront or following delivery of Products at Company’s discretion. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.6. Without affecting any other right or remedy available to the Company, if the Customer fails to pay by the Due Date, the Company may suspend any further deliveries and/or enter without prior notice any premises where the Products may be , and to repossess and dispose of the Products so as to discharge any sums owed to the Company by the Customer under the Contract. Until such time as title in the Products passes to the Customer, the Customer shall hold the Products as the Company’s fiduciary agent and bailee and shall keep the Products separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company’s property. Title to the Products will remain with the Company until payment is made in full.
- 3.7. If the Customer fails to pay the invoice by the Due Date, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England’s base rate from time to time. Interest shall accrue on a daily basis from the due date until the date of actual payment.

### 4. REPRESENTATIONS

- 4.1. Except as expressly provided in these Conditions, any conditions or warranties (whether express or implied by statute or common law or arising from the conduct or previous course of dealing or trade, custom or usage) are hereby excluded to the fullest extent permitted by law.
- 4.2. Company warrants that the Products will, to the extent applicable, be manufactured in accordance with Good Manufacturing Practice and applicable laws.
- 4.3. Customer warrants, represents and agrees that it will comply with all applicable laws, statutes, regulations and codes from time to time in force in England and Wales and the Customer’s local laws (the “**Relevant Laws**”) related to:
  - i) anti-bribery laws;
  - ii) anti-slavery laws;
  - iii) anti-facilitation of tax evasion; and
  - iv) any other laws relevant to the Customer’s obligations under the Contract

### 5. DELIVERY

- 5.1. Delivery of Products will be ex-works (INCOTERMS 2020) at Company’s premises and will be made on date that Company informs Customer Products are ready for collection (“**Delivery Date**”). Customer will pick up Products within business hours (Monday to Friday 8.30am to 4.30pm) excluding weekend and public holidays.

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- 5.2. The Delivery Dates are approximate only and time of delivery is not of the essence. The Company will not be liable for any delay in delivery or failure to deliver howsoever arising including in the event that any delay is caused by events beyond the control of the Company. Each delivery of the Product will be accompanied by a delivery note showing the date of the Order, all relevant Company reference numbers, and the type and quantity of the Products.
- 5.3. The Customer shall either itself or by its duly authorised representative sign the delivery note as acknowledgement of full delivery.
- 5.4. If the Customer fails to take delivery of the Products by 9:00am on the next business day after the Delivery Date, then the Company shall store the Products until actual delivery takes place and will be entitled to charge the Customer for all related costs and expenses (including storage and insurance costs).
- 5.5. The Company reserves the right to make delivery of the Products by instalments. Each instalment shall constitute a separate contract and shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.6. The risk of damage or loss of the Products shall pass to the Customer on the Delivery Date.
- 5.7. The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Products, which remain the property of the Company. If the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 6. RETURNS AND RECALLS**
- 6.1. Products may only be returned in accordance with these Conditions and by the Customer to whom they were delivered. Returned Products requiring temperature-controlled storage will only be accepted to correct a delivery error, or if the Products are defective or fail to conform with the Contract.
- 6.2. Returns will only be accepted if a claim is made within 3 business days of the Delivery Date alleging the nature of the defect in the Product or the failure in delivery of the Product. Company will be given the opportunity to inspect or investigate such claim. Company will have sole discretion on whether it accepts a return or not.
- 6.3. If the Company agrees to accept a claim pursuant to clause **Error! Reference source not found.**, the Company shall at its discretion replace the defective Products at no additional cost to the Customer (including re-delivery costs) or credit or refund to the Customer the price paid for the defective Products including any delivery charges and taking into account any discounts given.
- 6.4. Except as provided in clause 6.3, the Company shall have no liability to the Customer in respect of any defect or failure in delivery relating to the Products.
- 6.5. The Customer shall promptly comply with the Company’s requests and procedures relating to a product recall relating to the Products, including returning the Products to the Company (or to such other party as the Company may specify) in accordance with the Company’s instructions.
- 6.6. The Company reserves the right to replace the recalled Products or credit the Customer’s account for the same only when the Company has received a credit for the returned Products from the relevant third-party supplier or manufacturer, where applicable.
- 7. LIABILITY**
- 7.1. Nothing in these Conditions shall limit or exclude the Company’s liability for:
- 7.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents, or subcontractors;
- 7.1.2. fraud or negligent misrepresentation; and
- 7.1.3. any other liability that cannot be limited or excluded by law.
- 7.2. The Company shall under no circumstances be liable to the Customer, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, anticipated savings, sales or business, or any indirect or consequential loss arising under or in connection with the Contract.
- 7.3. Except in relation to clause 7.1, the Company’s total aggregate liability to the Customer in respect of all other losses (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) arising under or in connection with the Contract shall be limited to replacement or refund in relation to the Products relating to any liability. The Company shall have no liability to Customer in relation to any act or omission on the part of the Customer, any changes made to the Products after delivery or any use of the Products or onward supply of the Products.
- 8. UNITED KINGDOM REGULATIONS**
- 8.1. Unless otherwise agreed by the Company in writing, the Products are intended for resale within the United Kingdom only. The Customer alone shall be responsible for compliance with any laws, regulations, or requirements in force in relation to the Products outside the United Kingdom.
- 8.2. The Customer represents and warrants that it holds all licenses and regulatory consents required to purchase, store and distribute the Products and that it is appropriately authorised to conduct its business.
- 8.3. The Company shall have no liability for any failure by the Customer to obtain any required licences and or authorisations referenced in clause **Error! Reference source not found.**
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1. The Customer shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any trade marks used on or in relation to the Products.
- 9.2. Nothing in these Conditions shall be construed as granting or implying the grant of any licence under patent or trademark rights or any other intellectual property rights held by the Company anywhere in the world to any person, and the Company shall be entitled to exercise such patent or trademark rights and/or other intellectual property rights to the fullest extent legally permissible at the time of such exercise.
- 10. TERMINATION**
- 10.1. The Company will be entitled to terminate the Contract with immediate effect, suspend any further deliveries of Products

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with immediate effect, and/or enter without prior notice any premises where the Products may be, and to repossess and dispose of the Products so as to discharge any sums owed to the Company by the Customer under the Contract, without prejudice to any other right or remedy available to the Company, if:

- 10.1.1. the Customer becomes subject to or the subject of an insolvency proceedings, is in the Company's belief unable to pay its debts as they become due or ceases or threatens to cease to carry on business; or if the Company reasonably apprehends that any of the events forementioned events is about to occur in relation to the Customer and notifies the Customer accordingly;
  - 10.1.2. the Customer fails to make payment to the Company when due;
  - 10.1.3. the Customer breaches the terms of the Contract and, if capable of remedy, has not remedied the breach within fourteen (14) days of receiving notice requiring it to be remedied.
- 10.2. In the event of termination pursuant to clause 10.1, the Customer's right to sell or otherwise dispose of the Products shall terminate immediately and all sums owing to the Company by the Customer shall become immediately due and payable without the need to give any prior notice notwithstanding any previous arrangement or agreement to the contrary.
- 10.3. On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices together with applicable interest. In the case of Products supplied by the Company but not invoiced, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

### 11. CONFIDENTIALITY

- 11.1. In the absence of any other signed agreement between the Company and the Customer containing confidentiality provisions, this clause 11 shall apply.
- 11.2. The Customer undertakes that it shall not at any time during the Contract, and for a period of ten (10) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, price list, discounts on Products, customers, or suppliers of the Company ("Confidential Information"), except as permitted by clause 11.2.
- 11.3. The obligations of confidentiality will not apply to information which:
  - 11.3.1. was already in the public domain at the time of disclosure or subsequently comes into the public domain otherwise than through a breach of the confidentiality obligations by the Customer;

- 11.3.2. was legally in the possession of the Customer prior to the disclosure by the Company; or
  - 11.3.3. the Customer can demonstrate by written records was independently developed by the Customer without reference to the Company's Confidential Information.
- 11.4. The Customer may disclose the Company's Confidential Information to its employees and representatives solely as needed for the purpose of exercising Customer's rights under the Contract or as may be required by law, court of competent jurisdiction nor any governmental or regulatory authority. Customer shall remain responsible for compliance of its employees and representatives with the terms of the Contract.
  - 11.5. The Customer shall not use any of the Company's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
  - 11.6. The Customer shall not, nor permit any other person to, make any public announcement, press release or similar communication concerning the existence or terms of the Contract, any Order or the relationship of the parties without the Company's prior written consent.

### 12. NOTICE

- 12.1. Any notice to be given to the Company under the Contract shall be made in writing for the attention of the Legal department and sent to [legal@rosemontpharma.com](mailto:legal@rosemontpharma.com).
- 12.2. Any notice to be given to the Customer under the Contract shall be made in writing and sent to the address specified in the Order (including the e-mail address from which the Order was provided or other e-mail address specified in the Order).

### 13. GENERAL

- 13.1. The Customer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Company. Such consent will not relieve the Customer from any liability or obligation under these Conditions.
- 13.2. Nothing in this Conditions gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.3. No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.5. The Contract and these Conditions are governed and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.