

# GALDERMA PURCHASE ORDER TERMS & CONDITIONS

1. **Applicability.** These terms and conditions of purchase (these "Terms") are the only terms and conditions which govern the purchase of the goods ("Goods") and/or services ("Services") detailed in the purchase order (this "Purchase Order") by Galderma from the third party named on this Purchase Order (the "Supplier"). This Purchase Order and these Terms together with any other document incorporated by reference in the Purchase Order (collectively, this "Agreement") comprise the entire agreement between Galderma and the Supplier with respect to the purchase of the Goods and/or Services, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the purchase of the Goods and/or Services. These Terms shall prevail over any of the Supplier's general terms and conditions and any additional terms and conditions that Supplier seeks to impose shall have no effect. This Agreement expressly limits the Supplier's acceptance of this Purchase Order to the acceptance of the Purchase Order subject to these Terms. Commencement of any of the Services or shipment of any of the Goods shall constitute acceptance of these Terms. Notwithstanding anything herein to the contrary, if a separate written agreement signed by Galderma and Supplier covers the sale of the Goods and/or Services, then the terms and conditions of that separate agreement shall prevail to the extent such terms and conditions are inconsistent with these Terms.

2. **Delivery of Goods and Performance of Services** If this Purchase Order includes the purchase of Goods, then the Supplier shall deliver the Goods in the quantities and on the date(s) (if any) specified in this Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date(s)") at the address(es) specified in this Purchase Order or as otherwise instructed by Galderma (the "Delivery Point(s)") in accordance with this Agreement. Delivery shall be made DDP (Incoterms 2020) at the Delivery Point(s). Title and risk of loss shall pass to Galderma upon delivery of the Goods at the Delivery Point. Galderma has the right to inspect the Goods on or after the Delivery Date(s). Galderma, at its sole option, may inspect the Goods, and may reject any of the Goods if it determines such Goods are nonconforming or defective. If Galderma rejects any of the Goods, then Galderma has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept such Goods at a reasonably reduced price; or (c) reject such Goods and require replacement of such Goods. If Galderma requires replacement of the Goods, Seller shall, at its expense, promptly replace such Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the such Goods and the delivery of replacement Goods. If this Purchase Order includes the purchase of Services, then the Supplier shall provide the Services to Galderma by the date(s) (if any) specified in this Purchase Order or as otherwise agreed in writing by the parties and in accordance with this Agreement. Supplier shall ensure that the purchase order number for this Purchase Order appears on all boxes, packages, shipping documents, invoices, correspondence and any other materials or documentation provided by Supplier to Galderma.

3. **Price, Invoicing and Payment Terms.** The charges for each of the Goods and/or Services is the price stated in this Purchase Order (the "Price"). Each Price is inclusive of all packaging, transportation costs to the Delivery Point(s), insurance, customs duties, fees and applicable taxes (except for value added tax (or similar indirect tax on goods or

services in the relevant jurisdiction ("VAT")). Unless otherwise stated in this Purchase Order, the Supplier shall issue a single invoice to Galderma on or after the delivery of all of the Goods and/or completion of all of the Services in accordance with these Terms. Supplier shall comply with Galderma's invoicing instructions set out at [www.suppliers.galderma.com/]. Each invoice shall be payable in the currency as set forth in this Purchase Order. Each undisputed invoice shall be payable within the number of days after its receipt by Galderma as set forth in this Purchase Order. Supplier shall provide Galderma with documentation and other information with respect to each invoice as may be requested by Galderma to verify its accuracy.

## 4. Representations & Warranties; Covenants.

(a) **Services.** If this Purchase Order includes the purchase of Services, then the Supplier shall perform the Services promptly, efficiently, using reasonable skill and care in a professional and workmanlike manner and in accordance with best industry practice.

(b) **Goods.** If this Purchase Order includes the purchase of Goods, then the Supplier warrants to Galderma that all Goods shall (i) be free from any defects in workmanship, material and design, (ii) conform to applicable specifications, (iii) have been produced and be in compliance with all applicable laws, (iv) be fit for their intended purpose and operate as intended; (v) be merchantable; (vi) be free and clear of all liens, security interests or other encumbrances; and (vii) not infringe or misappropriate any third party's Intellectual Property Rights (as defined below). These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Galderma.

(c) **Compliance with Law.** Supplier shall (i) comply with all applicable laws and regulations in the performance of its obligations hereunder, including without limitation applicable anti-corruption, anti-bribery law, quality, hygiene, safety, child labor, and (ii) maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

(d) **Galderma Supplier Code.** Supplier shall comply with the Galderma Supplier Code (published at www.suppliers.galderma.com/supplier-code).

5. **Intellectual Property.** Supplier hereby irrevocably assigns and transfers and agrees to irrevocably assign and transfer to Galderma without further consideration, all world-wide right, title and interest, in perpetuity, including trademarks, services marks, logos, patents, inventions, design rights, copyrights, moral rights, database rights, domain names, know-how and all other similar rights in any part of the world ("Intellectual Property Rights"), in and to (a) all of the Goods and (b) all work product derived or created from the Services (the "Work Product") immediately upon creation of the Work Product, and Supplier has caused, or will cause, all Supplier personnel to assign and transfer all such rights to Galderma. Galderma has caused, or will cause, Supplier personnel to waive, irrevocably and in perpetuity and for the benefit of Galderma and its licensees and contractors, their respective moral rights in and to any works subject to copyright protection within all of the Goods and the Work Product. If any Intellectual Property Rights of Supplier or any other third party is necessary for using, commercializing or otherwise exploiting any of the Goods and Services including, without limitation, any Work Product, then Supplier shall

ensure that Galderma and its affiliates have a perpetual, fully-paid up, non-exclusive, worldwide, sub-licensable, transferable, irrevocable license in and to such Intellectual Property Rights.

6. **Confidential Information.** Supplier shall, for a period of five (5) years from disclosure, keep in strict confidence all confidential information received from Galderma or its Representatives (as defined below) and use it only for the purposes of or as permitted under this Agreement. Supplier may disclose Galderma's confidential information to any of its or any of its affiliate's directors, officers, employees or other representatives (collectively, "**Representatives**") to the extent and provided that such persons need to know the confidential information for purposes of this Agreement. The confidentiality obligations in this Section 6 shall not apply to any confidential information that: (a) was already properly known to Supplier before being disclosed by Galderma or its Representatives; (b) is in the public domain or, without breach of this Agreement by either party, becomes part of the public domain; (c) is independently received from a third party without any obligation of confidence and that the Supplier has made reasonable enquiries that the third party owed no obligation of confidence to the other party; or (d) is independently generated by Supplier without use of any confidential information of Galderma. Supplier shall not (x) disclose the identity of Galderma as a customer of Supplier or (y) engage in any advertising, marketing, promotion or other form of publicity that discloses the existence of this Agreement or the relationship between Supplier and Galderma.

7. **Indemnification.** Supplier shall indemnify, defend and hold harmless Galderma, its affiliates and their respective Representatives from any and all claims, losses, liabilities, damages, costs or expenses (including reasonable legal fees and expenses) arising out of: (a) an allegation or claim by a third party that the Goods or use of any Services or Work Product infringes such third party's Intellectual Property Rights; (b) a breach by Supplier of a provision of this Agreement; or (c) a violation of applicable law, negligence, fraud or wilful misconduct by Supplier in relation to this Agreement.

8. **Termination.** Galderma may terminate this Agreement with immediate effect upon written notice to the Supplier (a) due to the Supplier's breach of any provision of this Agreement or (b) for convenience. Upon termination, Galderma shall have no further obligation or liability to Supplier; provided, however, in the case of termination pursuant to clause (b) of the preceding sentence, then Galderma shall pay Supplier a pro-rata portion of the charges due to Supplier based on the Services rendered and/or Goods delivered up to the date of the notice of termination.

9. **General.** Any notice permitted or required under this Agreement shall be in writing and in English and shall be deemed given only if delivered by hand, email (with confirmation of delivery) or sent by recognised overnight delivery service that maintains records of delivery, to the party's address on the Purchase Order. Notice shall be deemed to have been given as of the date delivered. No failure or delay by any party in enforcing any provision of this Agreement shall be deemed a waiver of that party's rights to later enforce such provision. To be effective any waiver must be in writing and signed by the waiving party. No single or partial exercise of any right or remedy provided under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and

enforceable. If such modification is not possible, such provision shall be deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the remainder of this Agreement. Supplier maintain complete and accurate records relating to the performance of its obligations under this Agreement. Galderma, itself or through any third party, may carry out audits of Supplier's systems, facilities, documents and records to confirm Supplier's compliance with the terms and conditions of this Agreement, including compliance with business practices, laws and quality standards. Supplier shall maintain at its own expense the insurance coverages that are customary for its performance of the obligations under this Agreement or necessary to cover Supplier's indemnification obligations under this Agreement. Supplier shall not subcontract or delegate performance of its obligation under this Agreement to a third party without Galderma's prior written consent. If Galderma provides its consent, then Supplier shall remain responsible for the performance by any subcontractors and references in this Agreement to "Supplier" shall be deemed to include the subcontractors. Neither party may assign or otherwise transfer their rights or obligations under this Agreement without the prior written approval of the other party, provided that Galderma may assign or otherwise transfer its rights and obligations to an affiliate or an acquirer of all or part of its business or assets. A right, power, remedy, entitlement or privilege given or granted to a party under this Agreement is cumulative with, without prejudice to and not exclusive of any other right, power, remedy, entitlement or privilege granted or given under this Agreement or by applicable law. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The jurisdiction for any dispute arising out of or in connection with this Agreement will be the competent courts in the city of Geneva, Switzerland, the competence of the Swiss Federal Court being reserved. Any action resulting from any breach of this Agreement by Galderma must be commenced within one (1) year after the date on this Purchase Order.