

Terms and Conditions for the Sale of Products and Services by:

Farmabios S.p.A. (hereinafter referred to as "Farmabios")



Reliable partner. Agile explorer.

1. Scope of Application

1.1. These Terms and Conditions for the Sale of Products and Services by Farmabios ("Terms and Conditions") shall apply to all oral and written contracts and other business relationships entered into by Farmabios and a customer of Farmabios ("Customer") for the sale and purchase of active pharmaceutical ingredients, intermediates, fine chemicals, drug substances and/or any other goods manufactured and/or supplied by Farmabios ("Products") and/or (ii) chemical and/or formulation process research and development activities, regulatory or other services rendered by Farmabios ("Services").

1.2. Different or additional specific terms agreed on by Farmabios and Customer (collectively the "Parties" and each individually a "Party") in a written agreement or offered by Farmabios in writing shall prevail over these Terms and Conditions. The applicability of any general terms and conditions of the Customer shall be excluded.

2. Offers and Acceptance

2.1. Any offers, quotations or proposals submitted by Farmabios to Customer for Products or Services ("Offers") are non-binding.

2.2. Upon acceptance of an Offer by Customer, Farmabios shall be obliged to deliver Products or perform Services only upon confirmation by Farmabios in writing and subject to the terms herein.

2.3. Customer acknowledges that statements or forecasts made by Farmabios in Offers or otherwise as to the availability of certain Products, Services, or production capacities are non-binding estimates and may be altered subsequently.

2.4. Customer shall issue purchase orders or provide written confirmation to Farmabios authorizing Farmabios to commence the manufacture of Products or the performance of Services ("Purchase Order"). Any such Purchase Order shall adequately identify the Products or Services that are being ordered by Customer, the quantities, delivery or completion dates for the Products or Services and the pricing. The pricing and other commercial terms must fully reflect and match the latest Offer.

2.5. Farmabios shall confirm whether it will accept Customer's Purchase Order within fifteen (15) business days after receipt thereof ("Order Confirmation"). After receipt by the Customer of an Order Confirmation, the Purchase Order shall be non-cancelable.

2.6. Customer may not reschedule any manufacture, supply or sale of Products without Farmabios' prior written approval. Any rescheduling agreed to by Farmabios will require the payment by Customer of all additional rescheduling costs.

2.7. Any additional or different terms or conditions in any form delivered by Customer (including in any Purchase Order) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

2.8. By engaging Farmabios to supply Products and/or Services, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Farmabios have entered into a separate supply agreement, in which case the supply agreement will govern over these Terms and Conditions.

3. Manufacture of Product

3.1. With respect to all batches of a Product manufactured and/or Services provided prior to the establishment of a validated manufacturing process ("Development Product"), Customer acknowledges and agrees that specific results for Development Product are not guaranteed, and until a manufacturing process is optimized and validated under cGMP or other applicable conditions, there is no assurance that the results,

specifications or yield of a given batch of material (collectively, "Specifications") will be exactly as agreed by the Parties, obtained within the anticipated timelines or even obtained at all.

3.2. With respect to Development Product, Customer is obligated to pay for, and Farmabios shall have no liability for, all Development Product even if the Product produced does not conform to Specifications or Services provided do not achieve desired objectives, unless such failure to conform or achieve desired objectives is caused by Farmabios' gross negligence or willful misconduct. In the event of such a failure due to Farmabios' gross negligence or willful misconduct, Farmabios shall have, in its sole discretion, the right to either re-process or re-work the relevant Development Product at no further cost to Customer or to refund/credit to Customer the amount paid by Customer for such Development Product. The foregoing remedy shall be Customer's sole and exclusive remedy for any failure of Development Product to conform to Specifications.

3.3. With respect to all Products manufactured, the Parties acknowledge and agree that (1) the delivered quantity of Products shall be deemed to satisfy the quantity indicated in the Purchase Order and/or as agreed by the Parties, and (2) Customer shall pay for, and the applicable invoice shall reflect, the actual quantity of Products delivered.

3.4. Farmabios' standard operating practices will govern the manufacture of Products unless the Parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the Parties have entered into a specific quality agreement for the manufacture of Products, these Terms and Conditions shall govern in the event of a conflict between the provisions hereof and any provision in the quality agreement, except to the extent that such provision relates to compliance with cGMP and quality assurance requirements and/or applicable regulatory laws and regulations, in which case the quality agreement's provision shall govern.

3.5. In the event any Customer-owned or Customer-dedicated equipment is required to be utilized to manufacture Products, Customer shall bear the costs of any maintenance and/or repair of such equipment.

4. Customer Supplied Materials.

4.1. If and to the extent certain intermediates, active pharmaceutical ingredients or raw materials for the manufacture of the Products or rendering of the Services are to be supplied by or on behalf of Customer to Farmabios ("Customer Materials"), Customer shall at all times ensure that such Customer Materials are made available to Farmabios in sufficient quantities, in due time and at the agreed specifications and quality. In case such failure to do so prevents Farmabios from manufacturing Products or rendering Services, Customer shall pay Farmabios the portion of the fee corresponding to the lost production time.

4.2. Farmabios shall not be responsible or liable to Customer for any yield loss, poor quality or damage to such Customer Materials unless caused by Farmabios' willful misconduct or gross negligence.

4.3. Customer shall (i) bear the risk of transportation to and storage by Farmabios of any such Customer Materials, and (ii) be responsible for all freight, duty, taxes, insurance and any other costs and fees associated with any Customer Materials.

5. Delivery

5.1. Risk of loss of Products shall transfer from Farmabios to Customer upon delivery of the Product FCA Farmabios' designated manufacturing site (Incoterms 2020 or the most recent subsequent version), unless otherwise stated in the Offer ("Delivery"). Farmabios shall not be obliged to deliver when there are still receivables

outstanding from the Customer from an earlier transaction.

5.2. Farmabios undertakes to promptly inform Customer of any delay in delivery of Products or Services. Customer shall grant to Farmabios a commercially reasonable extension for the delivery of the Products or the Services. If Farmabios is unable to deliver the Products or the Services within the extended time period and such delay is not attributable to Customer, Customer shall have the right to cancel the relevant Purchase Order, and Farmabios shall reimburse Customer any pre-payments made by Customer for the relevant Products or Services. Customer shall have no other claims against Farmabios for late or non-delivery of Products or non-performance of Services.

5.3. Title to Products shall not pass to Customer until payment is received in full. In the event of payment delay, Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect the Products, if it does Farmabios shall have co-ownership of any new goods resulting from the processing, combination, and/or mixing by the Customer of Products with any other goods.

5.4. Customer shall ensure Products are maintained in satisfactory condition and, protected and insured against all risks for their full price at all times from the date of delivery until title passes to Customer.

5.5. Customer is at its own risk and expense responsible for picking up and transporting the Product to Customer's final destination. Should Customer request Farmabios to assist with any arrangements with the carrier, such arrangements will be made by Farmabios on behalf of Customer in accordance with Customer's applicable instructions and at the sole risk and expense of Customer.

5.6. Any Purchase Order is subject to a volume tolerance of plus/minus ten percent (10%) of the volume listed in the Order Confirmation. This is due to the batch volume variations inherent to production of drug substances.

6. Storage.

6.1. If Customer fails to cooperate, delays Delivery or does not pick up Product upon Delivery by Farmabios, Farmabios shall be entitled to claim compensation for the resulting damages including additional expenses such as storage costs. For this purpose, Farmabios shall charge a lump sum fee of one per cent (1%) of the invoice value up to a maximum of five per cent (5%) of the invoice value per started calendar week, starting five (5) calendar days after the delivery deadline or - in the absence of a delivery deadline - five (5) calendar days after the notification that Products are ready for shipment. The proof of a higher damage and Farmabios' statutory claims (in particular compensation for additional expenses, reasonable compensation, and termination) shall remain unaffected; however, such lump sum fee shall be offset against further monetary claims. Customer shall be entitled to prove that Farmabios has incurred no damage at all or significantly less damage than the aforementioned lump sum.

6.2. For all Product stored by Farmabios, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer has made a fixed commitment to purchase such Product; (iii) Customer is responsible for any decrease in market value of such Product that relates to factors and circumstances outside of Farmabios' control; (iv) Customer is responsible for obtaining insurance of such Product during the storage period, if desired; and (v) Customer's responsibility for transporting the Product remains unchanged.

7. Inspection of Products and Services by Customer

7.1. Upon receipt of the Products or the Services, Customer shall examine the Products or Services within fifteen (15) days. If, in Customer opinion, the Products



delivered are incomplete or do not comply with any agreed upon specifications or the Services performed are defective, Customer shall notify Farmabios in writing within fifteen (15) days. If Customer does not notify Farmabios within this time period, then the Products or Services shall be deemed accepted. Customer retains the right to reject the Products or Services for a period not exceeding one (1) year after delivery in case of latent defects, provided that Customer (i) notifies Farmabios in writing within fifteen (15) days after discovery of any such latent defect, and (ii) demonstrates compliance with good storage practices with respect to any such Products.

7.2. Any claims by Customer shall specify in reasonable detail the nature and basis for the claim. Customer shall be required to send Farmabios, if requested, samples of the defective Product or equivalent evidence of the defective nature thereof. If review and testing by Farmabios confirms that a certain quantity of Product did not meet the agreed upon specifications or the Services provided were defective, then Customer shall have the right to reject such Products or Services and Farmabios shall be entitled, if possible, to reprocess or rework the Products or Services and shall, if this is not possible, replace or re-perform them. If Farmabios is unable to replace (or rework or reprocess) the Products or re-perform the Services, Customer shall have the right to cancel the relevant Purchase Order, and Farmabios shall reimburse to Customer any payments made by Customer for the defective Products or Services. Customer shall have no other claims against Farmabios for non-delivery of Products, non-conforming Products or non-performance of Services.

7.3. Customer shall, at Farmabios' expense, dispose or deliver any non-conforming Products to such destination as Farmabios shall direct in writing. Customer shall not use or dispose any Products without Farmabios' prior written consent.

7.4. If the Parties fail to agree if the Products delivered comply with any agreed upon specifications or if the Services rendered were non-defective, the Parties shall have such Products or Services tested by an independent testing laboratory selected by agreement between the Parties. The decision of the independent testing laboratory shall be deemed final as to any quality dispute between the Parties. The Party against whom the testing laboratory concludes shall bear all costs and expenses of the independent laboratory testing.

8. Price and Payment Terms.

8.1. All prices offered by Farmabios for Products and Services are FCA Farmabios' designated manufacturing site pursuant to Incoterms 2020 (or the most recent subsequent version), unless otherwise stated in the Offer.

8.2. All prices offered by Farmabios are excluding (i) any taxes, fees or duties and (ii) any packing, transportation or insurance costs. Any taxes, fees or duties applicable to the sale, export or import of Customer Materials or Products or otherwise related to the performance of work for Customer (other than taxes based upon Farmabios' income) shall be borne solely by Customer. Customer shall reimburse Farmabios for any such taxes, duties or other fees paid by Farmabios.

8.3. Farmabios may adjust prices for generic portfolio Products and Services which are to be delivered more than three (3) months after the Order Confirmation by giving written notification to the Customer no later than forty-five (45) calendar days prior to the agreed delivery date. In case of an increase in price Customer shall have the right to cancel any outstanding Purchase Order at no cost to Customer by giving written notice to Farmabios within ten (10) calendar days of receipt of such price increase notice by Customer.

8.4. Notwithstanding the above, the price of custom manufactured Products, if any, will be adjusted upward to reflect all increase, between the date of the Order Confirmation and the actual manufacturing of Products

ordered, in costs related to the development, manufacture and supply of the Products including with respect to any increase in the cost of raw materials, energy, utilities, waste disposal, labor and consumables.

8.5. Farmabios shall issue the invoices on the date of delivery of the Products and/or the Services. Customer shall pay any invoice within thirty (30) days after date of issuance of the invoice by Farmabios, unless any other due date is indicated on the invoice.

8.6. In the event payment is not received by Farmabios after the due date for such payment, then such unpaid amount shall automatically accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable law if less than 1% per month) compounded monthly until paid in full.

8.7. Farmabios has the right to cancel or delay delivery under any outstanding Purchase Order, if Customer fails to pay any invoice when due.

8.8. If Farmabios has reason to believe that Customer will not adhere to the payment terms or collection may become difficult, Farmabios has the right to demand an advance payment, security deposit or other financial security by Customer.

8.9 The minimum invoice value is set at EUR 2,500 per Purchase Order. Additionally, a repacking surcharge for all non-standard pack sizes of at least EUR 1,000 will be applied.

9. Intellectual Property

9.1. All intellectual property owned by Farmabios shall remain the sole property of Farmabios.

9.2. Customer shall grant to Farmabios a cost-free, non-exclusive and non-transferrable license to use Customer's intellectual property necessary or useful for the manufacture of the Products or the rendering of the Services.

9.3. Unless otherwise agreed in writing, all rights, title and interest in intellectual property developed by Farmabios in the manufacturing of the Products or the rendering of the Services shall be the sole property of Farmabios.

9.4. In the event that Farmabios is informed that the manufacture of Products or the performance of Services infringes or threatens to infringe the intellectual property rights of a third party, Farmabios shall, in its reasonable discretion, assess such potential infringement and, to the extent possible and necessary to avoid a potential infringement of third-party intellectual property rights, use its commercially reasonable efforts to avoid any such infringement. Should such adjustment not be technically feasible or commercially reasonable, Farmabios shall no longer be obliged to deliver the relevant Products or Services to Customer and may terminate Customer's Purchase Order at its discretion.

10. Audits

10.1. During the term of the business relationship, Farmabios will permit Customer to audit Farmabios' relevant non-financial records with reasonable advance prior notice, during normal business hours, no more than once per three calendar years solely to permit Customer to confirm that Product is or has been manufactured in compliance with applicable laws and regulations. Such audit shall be limited to a maximum of two calendar days and may not involve more than two auditors.

10.2. Except with respect to "for cause" audits, Farmabios shall invoice Customer, and Customer shall pay Farmabios, for any additional inspections and/or audits, including, without limitation, any EHS audits, supply chain audits and/or any pre-approval inspections by the FDA or other regulatory authority, at such rates as determined based on timing of the audit, resource demand, and any production disruption that may be caused by such audit; provided that any such additional audits shall not exceed one per calendar year. As used herein, "for cause" audit shall mean an audit conducted

to investigate a specific quality failure at Farmabios facility that directly relates to a Product.

11. Confidentiality.

11.1. Each receiving Party shall retain in strict confidence and not disclose or otherwise communicate to any third party any confidential information of the disclosing Party. The Parties shall not use any confidential information of the disclosing Party for any purpose other than for the performance of the obligations of the Parties hereunder.

11.2. The provisions of this Section 11 shall not apply to any confidential information which was either (i) independently developed or known by the receiving Party prior to its disclosure, as evidenced by written records, or (ii) is in the public domain or has been lawfully disclosed to the receiving Party, or (iii) is required to be disclosed by the receiving Party to the officials of a regulatory authority or to comply with applicable laws or regulations.

11.3. The confidentiality obligations of the Parties of this Section 11 shall remain binding upon both Parties for a period of ten (10) years after the termination of the agreement or business relation between the Parties.

11.4. In case the Parties have entered into a separate confidentiality agreement covering also the supply of the Products and/or Services by Farmabios to the Customer, the terms and conditions of such confidentiality agreement supplement the content of this Section 11 and, in case of conflict between this Section 11 and the confidentiality agreement, the terms of the confidentiality agreement shall prevail during its term of effectiveness.

12. Representations and warranties

12.1. Farmabios represents and warrants that:

(a) The Products (excluding Development Products) delivered conform, at the time of Delivery, with the specifications of such Products; and/or

(b) The Services performed were performed with a standard of care of no less than adequate and common in the chemical or pharmaceutical industry, as the case may be.

12.2. Customer represents, warrants and covenants that:

(a) Customer will at all times comply with all applicable laws, regulations and industry directives,

(b) Customer will, as from Delivery, be solely liable and responsible for any use, handling, storage, sale or other disposition of the Products,

(c) any and all Customer Materials, information or processes provided to Farmabios will not infringe on any third-party's intellectual property rights, and

12.3 FARMABIOS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE.

12.4 FARMABIOS' LIABILITY UNDER THESE WARRANTY PROVISIONS SHALL BE STRICTLY LIMITED TO THE REMEDIES PROVIDED FOR UNDER SECTION 5.

13. Indemnification

13.1. Customer shall defend, indemnify and hold harmless Farmabios and its affiliates and their respective directors, officers and employees from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any (i) breach of Customer's representations, warranties or covenants under sections 6.2. and 6.3. or any of its other obligations under these Terms and Conditions or (ii) third-party claim, demand, action, suit or proceeding against Farmabios in connection with any Products supplied or Services rendered to Customer, unless and to the extent such third-party claim was caused by the willful misconduct or the gross negligence of Farmabios.



13.2. Farmabios shall defend, indemnify and hold harmless Customer from and against any losses, damages, costs and expenses, including reasonable attorneys' fees resulting from any third-party claim, demand, action, suit or proceeding against Customer in connection with any Products supplied or Services rendered to Customer, if and to the extent such third-party claim was caused by the willful misconduct or the gross negligence of Farmabios.

13.3. The Party against which such third-party claim is made shall provide the other Party with prompt notice of such third-party claim and the exclusive ability to defend or settle any such third-party claim, provided, however, that no settlement or compromise shall be binding on a Party without its prior written consent, which consent shall not be unreasonably withheld.

13.4. Any liability of Farmabios for third-party claims shall be limited to the amount being the lesser of (i) average annual sales of Farmabios from Products or Services to Customer hereunder or (ii) one hundred thousand Euros (EUR 100,000).

13.5. IN NO EVENT SHALL FARMABIOS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES OF THE CUSTOMER OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

13.6. FARMABIOS' AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS AND/OR THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO FARMABIOS FOR THE PURCHASE ORDER GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS.

14. Termination

14.1. Either Party may terminate the agreement or business relationship between the Parties immediately by providing written notice to the other Party upon the occurrence of any of the following events: (i) the commencement of insolvency proceedings under any bankruptcy, insolvency or moratorium law, (ii) the liquidation or dissolution of the other Party, or the sale, lease or other disposition of a majority of the other Party's business or assets for the benefit of creditors, or (iii) the cessation of all or substantially all of the other Party's business operations.

14.2. If a Party breaches a material term or condition of these Terms and Conditions and/or the underlying agreement or business relationship, the non-breaching Party shall have the right to terminate the agreement or business relationship between the Parties after one hundred and eighty (180) days prior written notice to the other Party unless any such material breach is cured within such one hundred and eighty (180) days period.

14.3. The expiration or the termination of the agreement or business relationship between the Parties shall relieve the Parties of their obligations incurred prior to such expiration or termination. All provisions that, by their express or implied terms, are meant to survive termination or expiration shall continue irrespective of such termination or expiration.

14.4. Notwithstanding the above, in the event of a termination by Farmabios, Farmabios shall invoice Customer for, and Customer shall pay (a) the price for Products previously Delivered and not yet paid, (b) the price of completed or in-process Products not yet delivered, and (c) other actual costs and expenses, including, without limitation, labor, incurred by Farmabios and relating to decommissioning activities or otherwise attributable to the Products. To the extent prices for Products and any other claims of Farmabios might have been paid, Farmabios shall ship to Customer all Customer

Materials and Products in Farmabios' possession and Customer shall pay all costs associated therewith.

15. Compliance

15.1. Customer shall comply with all laws prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act.

15.2. Customer agrees that (i) its use of the Products provided by Farmabios shall comply with applicable economic sanctions and export control laws and regulations maintained by the United States, European Union or its member states, United Nations or any other authority (collectively, "Sanctions"); and (ii) it shall not take any action that would cause Farmabios or its affiliates or personnel to be in violation of Sanctions.

15.3. Customer agrees that it will not transfer or reexport the Products provided by Farmabios to, or use the Products provided by Farmabios for the benefit of, any party who is (i) the subject of Sanctions; or (ii) located or organized in a jurisdiction that is the subject of Sanctions and which does not benefit from an exemption, exception or permit under the Sanctions or (iii) owned or controlled by any person subject to Sanctions. Farmabios may refuse to supply and terminate any business relationship for any party or jurisdiction which is subject to Sanctions.

16. Personal Data Protection

16.1. Each Party acknowledges that in the performance of the business relationship, and the delivery of any documentation hereunder, Personal Data (as defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or any other applicable data protection legislation) may be generated, disclosed to a Party, and may be incorporated into files processed by either Party or by the affiliates of either Party.

16.2. Each Party therefore agrees, and hereby expressly consents, as follows: (i) Personal Data will be stored as long as such data is necessary for the performance of the business relationship, as well as for maintaining historical records; (ii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any third party it discloses to the other Party, and that it has obtained the necessary consents from the relevant third-party data subjects to so disclose such Personal Data; (iii) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (iv) it acknowledges its right to file a complaint with the Personal Data supervisory authority in the relevant jurisdiction.

17. Force Majeure

17.1. Should either Party be prevented from performing its obligations (other than the payment of money) by force majeure, such as acts of nature, regulation or other action or failure to act of any government or agency thereof, fire, explosion, riots, war or insurrection, labor disturbances, epidemic, shortage of raw materials or other production resources or any other event beyond the prevented Party's reasonable control ("Force Majeure Event"), the prevented Party shall, within thirty (30) days of the event, give the other Party notice and provide further information about such Force Majeure Event.

17.2. If a Force Majeure Event occurs, no Party shall be responsible for any damage, increased costs or loss which any other Party may sustain by reason of the inability to perform, or delayed performance resulting from such Force Majeure Event, and such inability or delay shall not be deemed a breach of the agreement between the Parties. If a Force Majeure Event occurs, Farmabios shall also be entitled to partially or completely rescind the agreement without any damages being owed.

17.3. The Party claiming the Force Majeure Event shall take appropriate commercially reasonable means to minimize or remove the effects of the Force Majeure

Event and to resume the performance affected by the Force Majeure Event.

18. Miscellaneous

18.1. The agreement or business relationship between the Parties and their rights or obligations hereunder, other than monetary claims, may be assigned or delegated only with the consent of the other Party, except, in the case of Farmabios, pursuant to a merger, consolidation or reorganization where the surviving entity is obligated to abide by these Terms and Conditions. These Terms and Conditions shall be binding upon and accrue to the benefit of the successors and permitted assigns of the Parties.

18.2. The failure by either Party at any time to enforce any of the terms of these Terms and Conditions between the Parties or to exercise any right hereunder shall not constitute or be construed to constitute a waiver of the same or affect that Party's rights thereafter to enforce or exercise the same.

18.3. If any portion of these Terms and Conditions is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and these Terms and Conditions shall be construed as if such portion had not been included herein.

18.4. Customer agrees that Farmabio may reference Customer as a Farmabios and/or Explora customer and use Customer's name and logo in sales presentations, and with prior Customer approval in marketing materials and press releases.

19. Governing law and Jurisdiction

19.1. These Terms and Conditions and/or the business relationship between the Parties shall exclusively be governed by and construed under the laws of Italy, without regard to its principles of conflicts of law and excluding the application of the United Nations Convention on Contracts for International Sale of Goods.

19.2. The ordinary courts of Milan, Italy shall have exclusive jurisdiction over any disputes arising from or related to these Terms and Conditions and/or the business relationship between the Parties.

