

## PURCHASE ORDER TERMS AND CONDITIONS (revised January 2026)

1. **AGREEMENT.** These Purchase Order Terms and Conditions (the "Terms") and the terms in the accompanying purchase order ("PO" and, together with the Terms, this "Agreement") (A) are the only terms that govern the purchase of goods ("Goods") and/or services ("Services") by the Catalent entity named in the PO ("Catalent") from the supplier named in the PO (the "Supplier" and together with Catalent, the "Parties"); and (B) constitute the entire understanding between the Parties, and supersedes any contracts, agreements or understandings (oral or written) of the Parties with respect to the subject matter hereof; provided, however, if there is any conflict or inconsistency between the provisions of this Agreement and those of a fully executed, written contract between the Parties, the provisions of such contract shall control. This Agreement prevails over any term or condition proposed by Supplier, regardless of when Supplier submitted such terms or conditions. Supplier's commencement of performance to fulfill the PO constitutes Supplier's acceptance of this Agreement.
  2. **PRICING AND PAYMENT TERMS.** Unless otherwise stated in the PO, the prices of the Goods and/or Services (A) are the prices stated in the PO and (B) include all packaging, transportation, storage, insurance, customs duties, and fees. No price increase for any reason is effective without Catalent's prior written consent in its sole discretion. Supplier shall invoice Catalent after completion of the PO terms. Supplier agrees to submit all invoices to Catalent as instructed. Catalent shall pay all properly invoiced undisputed amounts to Supplier within sixty (60) days of Catalent's receipt of such invoice. Without limiting Catalent's other rights and remedies Catalent may set off any amount owing to it or its Affiliate (defined below) by Supplier against any amount payable by Catalent to Supplier. If a payment dispute arises the Parties shall resolve such dispute expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding and such dispute. "Affiliate(s)" means, with respect to Supplier or any third party, any corporation, firm, partnership or other entity that controls, is controlled by or is under common control with such entity, and with respect to Catalent, Catalent Pharma Solutions, Inc. and any corporation, firm, partnership or other entity controlled by it. For the purposes of this definition "control" means possession directly or indirectly of the power to direct the management and policies of such corporation firm partnership or other entity whether through the ownership of 50% or more of the voting interest, through contract, or otherwise.
  3. **DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.**

(A) No substitution, variation from any specification or instruction, or partial shipment or performance of any Goods or Services may be made without the prior written approval of Catalent. No change in any location, process, equipment, or raw material used to provide Goods or Services hereunder may be made unless Supplier gives written notice to Catalent at least six (6) months before implementing such change and receives Catalent's written consent to such change.

(B) Supplier shall pack all goods for shipment according to Catalent's instructions or if no instruction is given, in a manner to ensure delivery in undamaged condition.

(C) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the PO or as agreed upon in writing by the Parties. All Goods shall be delivered to the address specified in the PO (the "Delivery Location") during Catalent's normal business hours or as otherwise instructed by Catalent

(D) Supplier shall provide Services as described and in accordance with the term and conditions in this Agreement.

(E) Supplier agrees that time is of the essence with respect to Supplier's obligations under this Agreement and the timely provision of Goods and Services.

(F) In the event that in the performance of this Agreement, Supplier is granted access to Catalent's facility and/or computer systems, Supplier will adhere to Catalent's standard security and operating procedures, use that access only for the performance of the Agreement and only as described herein or otherwise communicated in writing by Catalent to Supplier.
  4. **SHIPPING TERMS.** Unless otherwise stated in the PO, delivery shall be made DDP Delivery Location, Incoterms 2020. The PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other document pertaining to the PO.
  5. **RISK OF LOSS AND TITLE.** Title and risk of loss of Goods passes to Catalent's acceptance of them at the Delivery Location.
  6. **INSPECTIONS; TESTING; REJECTION.**

(A) Any payment by Catalent hereunder shall not constitute acceptance of any Goods or Services.

(B) Catalent shall have at least thirty (30) days to accept Services.

(C) All Goods are subject to Catalent's inspection, testing, and acceptance within a commercially reasonable period (of no less than thirty (30) days). Catalent reserves the right to reject, refuse acceptance of, or revoke acceptance of, and Goods. No rejected Goods shall be replaced without Catalent's written authorization. Supplier shall pay all expenses in connection with rejected or replacement Goods and shall bear all risk with respect to any rejected Good. If Supplier fails to replace or correct promptly any rejected goods to Catalent's satisfaction (i) Catalent shall be entitled to a refund and may replace such Goods and (ii) Supplier shall be liable for all replacement costs.
  7. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Supplier hereby:

(A) represents, warrants, and covenants that the Goods and Services (i) comply with all applicable laws, shall conform to all specifications and requirements of Catalent and be free from defects in design, materials and workmanship, unless, but only to the extent, Catalent supplied the design and (ii) shall not infringe on any patent, trade secret, copyright, trademark, or other intellectual property or proprietary right of a third party.

(B) represents and warrants that the prices in this Agreement are as low as any net price given by Supplier to any third party for the like quantities of Goods and/or Services. If during Supplier's performance, (i) lower net prices are quoted by Supplier to a third party for similar Goods and/or Services, then such prices shall be substituted for those in the PO and (ii) Catalent is able to buy similar Goods and/or Services at a lower price, then Supplier shall meet such lower price or permit Catalent to buy the undelivered portion hereunder from such other vendor, which shall be deducted from the PO.

(C) in connection with any performance hereunder, covenants that is shall, and shall ensure that its employees, agents, designees, and subcontractors, (i) comply with all legal requirements of the jurisdiction in which Supplier has its principal place of business and any other jurisdiction where Supplier conducts activities in connection with this Agreement and (ii) maintain in effect all necessary licenses, permits, clearances, and other approvals necessary to perform its obligations hereunder.

(D) represents and warrants that it is not Debarred and will not in the performance of its obligations hereunder, use the services of any person or company which is Debarred, in the process of being Debarred or suspended under 21 U.S.C. § 335(a) or (b), and (c). "Debarred" means the penalty imposed by the Food and Drug Administration pursuant to 21 USC 335a (a) or 335a (b) on persons or companies that have engaged in criminal conduct with respect to the development or approval of new or generic drugs or engaged in certain other types of criminal conduct. A debarred person or company is precluded from submitting or assisting in the submission of a New Drug Application or Abbreviated New Drug Application and may not provide services in any capacity to a party that has an approved or pending drug application. Notwithstanding any provision in this Agreement to the contrary, Catalent may immediately terminate this Agreement upon written notice to Supplier without further obligation or liability if Supplier violates any of the provisions of this Section and fails to remedy such violation. Supplier will notify Catalent immediately, but in no event later than ten (10) business days, after obtaining knowledge of any such exclusion, debarment, suspension or other ineligibility occurring, or pending, during the term of this Agreement.
  8. **RECALL.** In the event that a recall or other corrective action with respect to the Goods, or a product that includes the Goods, or Services is necessitated by the failure of the Goods or
- Services to meet the warranty set forth in Section 7 or an other reason within Supplier's control and not due to Catalent's negligence, Supplier shall bear all costs and expenses of such recall or corrective action, including but not limited to, the costs of notifying all customers and distributors, customer refunds and indemnities, costs of returning goods, lost profits, and other third party expenses.
9. **INDEMNIFICATION.** Supplier shall indemnify, defend and hold harmless Catalent, its Affiliates, and their respective directors, officers, employees and agents from and against any and all third-party suits, claims, losses, demands, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from: (A) any material breach of its representations, warranties or obligations set forth in this Agreement; (B) any gross negligence or willful misconduct by Supplier, including product liability and strict liability, or violation of applicable law; or (C) any actual or alleged infringement or violation of any third party patent, trade secret, copyright, trademark or other intellectual property or proprietary right.
  10. **INSURANCE.** During any performance in connection with this Agreement and for one (1) year thereafter, Supplier shall, at its own expense, maintain in full force and effect with financially sound and reputable insurers, insurance that is customary in Supplier's industry with respect to its obligations under this Agreement, including, without limitation, product liability insurance and all risk property insurance covering Supplier's materials while in Supplier's care, custody or control. Except where prohibited by law, Supplier shall require its insurer(s) to waive all rights of subrogation against Catalent and its Affiliates. Supplier shall provide insurance certificates upon request.
  11. **CONFIDENTIALITY.** Supplier shall not use Catalent's Confidential Information (defined below) except in connection with the performance of its obligations hereunder and will not disclose it to any third party without the prior written consent of Catalent. Notwithstanding the foregoing, Supplier may disclose Catalent's Confidential Information to any of its Affiliates that (A) need to know such Confidential Information for the purpose of performing under this Agreement, and (B) are advised of the contents of this Section 11, and (C) agree to be bound by the terms of this Section 11. Supplier may disclose Catalent's Confidential Information to the extent required by law, regulation, court or administrative order; provided, however, that prior to making any such legal required disclosure, it shall give Catalent as much notice of the requirement for and contents of such disclosure as is practicable under the circumstances. All Confidential Information shall be destroyed or returned to Catalent upon request. Catalent shall be entitled to equitable and injunctive relief for any violation of this Section 11. "Confidential Information" means all information furnished by or on behalf of Catalent or its Affiliates to the Supplier or its Affiliates, regardless of timing or format. It does not include information (A) in the public domain, (B) known to Supplier at the time of disclosure as evidenced by its written records, (C) becomes available to Supplier from a source that is entitled to disclose it on a non-confidential basis or (D) was or is independently developed by Supplier without reference to Catalent's Confidential Information. This Section 11 shall survive the expiration or termination of this Agreement.
  12. **FORCE MAJEURE.** Any delay or failure of Supplier in performing its obligations will be excused to the extent such delay or failure is caused by a circumstance beyond Supplier's reasonable control and through no fault or negligence of Supplier (e.g. acts of God, terrorism); provided, Supplier must immediately notify Catalent of such circumstance. Economic hardship, changes in cost or availability of materials or services, other supplier's actions, and market conditions shall not excuse non-performance. Supplier shall use commercially reasonable efforts to resume performance as soon as practicable. Catalent may terminate this Agreement if such circumstances continues uninterrupted for one (1) month.
  13. **TERMINATION.** In addition to any other remedy otherwise available at law or in equity, Catalent may terminate this Agreement in whole or in part, without liability or penalty, with immediate effect, upon written notice to Supplier (A) if Supplier breaches or threatens to breach any representation, warranty or obligation under this Agreement; (B) if it is necessary or prudent to do so to comply with any law, regulation, order, request, or other requirement of a governmental authority; (C) upon insolvency or bankruptcy of or the appointment of a receiver for Supplier; or (D) at any time for Catalent's convenience/ Supplier's sole and exclusive remedy for a termination under this Section 13 shall be Catalent's payment for the Goods and Services accepted by Catalent prior to termination.
  14. **ASSIGNMENT; SUBCONTRACTING.**

(A) Supplier shall not assign, transfer, or subcontract any of its rights or obligations to Catalent without its prior written consent. Any purported assignment in violation of this Section 14(A) shall be null and void. Any approved assignment or delegation shall not relieve Supplier of its obligations. Supplier is liable for any act of its employees, agents, designees, or subcontractors, whether of commission or omission, and any noncompliance by any such person in connection with this Agreement shall constitute a breach by Supplier.

(B) Catalent may, without Supplier's consent, assign this Agreement, in whole or in part, to an Affiliate or successor to all or substantially all of its business or assets or any of its business units, facilities or sites that receives the benefit of any Goods or Services provided under this Agreement.
  15. **LIMITATION OF LIABILITY.** In no event shall Catalent be liable under this Agreement for any indirect, incidental, consequential or special damages or loss or revenues or profits.
  16. **MISCELLANEOUS.** (A) All notices and communications hereunder shall be in writing. (B) Any waiver by Catalent hereunder must be in writing, signed by Catalent. No failure or delay by Catalent in exercising any right, power or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. (C) If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect. (D) The relationship between the Parties is that of independent contractors. (E) This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties named herein and their respective successors and permitted assigns. (F) This Agreement shall be governed by and construed in accordance with the laws of the location of Catalent, excluding such location's conflicts of law principals. The United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement. (G) Supplier will not make any press release or other public disclosure regarding this Agreement of the transactions contemplated hereby without Catalent's express prior written consent. (H) The representations, warranties, and covenants herein are cumulative and supplement any other provided by law or equity, and except as expressly noted, shall survive any delivery, acceptance, or payment by Catalent, and any applicable statute of limitations therefor shall run from Catalent's discovery of any noncompliance therewith. (I) Any provision that would, by its nature or express terms, survive expiration or termination of this Agreement shall survive such expiration or termination. (J) Supplier agrees that it has read Catalent's "Supplier Code of Conduct" published on <http://www.catalent.com/scoc> and shall comply with the principles set forth therein, as may be updated from time to time.