

**GALDERMA AUSTRIA GMBH**  
**GENERAL TERMS AND CONDITIONS**  
**FOR THE SUPPLY OF INJECTABLE AESTHETICS GOODS**  
**Please read the following terms and conditions carefully**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these Terms:

<b>"Associate"</b>	means any individual, corporation or business entity that, whether now or in the future, Controls, is Controlled by or is under common Control with a party. For the purposes of these Terms, the terms "Controls", "Controlled by" and "under common Control with" as used with respect to any person or entity, mean (i) to possess (directly or indirectly) the power to direct the management or affairs of a corporation or other business entity, whether through ownership of voting securities or other equity rights or by contract relating to voting rights or corporate governance or otherwise, or (ii) to own, directly or indirectly, more than fifty per cent (50%) of the outstanding voting securities or other ownership interest of such corporation or other business entity;
the <b>"Company"</b>	means Galderma Austria GmbH, a company duly organized and existing under the laws of Austria (company number FN 225786p), having its registered office at Gertrude-Fröhlich-Sandner-Straße 3, 1100 Vienna;
the <b>"Contract"</b>	means the contents of any binding order of Goods from the Customer to the Company which the Company agrees to fulfil, together with these Terms, and any applicable long-term terms agreed in writing between Company and the Customer;
the <b>"Customer"</b>	means the person who orders goods from the Company;
the <b>"Goods"</b>	means the goods supplied by or to be supplied by the Company to the Customer;
the <b>"Group"</b>	means the Company and any of its Associates;
<b>"Liability"</b>	has the meaning given to it in Clause 12.7.1; and
the <b>"Minimum Order Value"</b>	means the minimum total value (excluding VAT) for each order for Goods or such other sum stipulated by the Company from time to time;
the <b>"Terms"</b>	means the terms set out in this document.

1.2. In these Terms:

- 1.2.1. headings are used for convenience only and do not affect the interpretation or construction of the Contract;
- 1.2.2. references to "Clauses" are to conditions of these Terms;
- 1.2.3. words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, limited liability partnership, corporation, firm or partnership;
- 1.2.4. references to "includes" or "including" or like words or expressions shall mean without limitation; and
- 1.2.5. references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## **2. THE CONTRACT AND MINIMUM ORDER VALUES**

- 2.1. Subject to any variation under Clause 2.2, the Contract will be subject to the Terms to the exclusion of all other terms, provisions, conditions or obligations, whether oral or written, express or implied, (including any terms and conditions which the Customer purports to apply under any purchase order, specification or other document) other than those contained or referred to herein. The placement of any order for Goods by the Customer or delivery instruction or acceptance of delivery of the Goods shall in any event constitute unqualified acceptance by the Customer of these Terms.
- 2.2. No cancellation or variation of the Contract is permitted without the written agreement of an authorised representative of the Company. Goods returned by the Customer contrary to the Company's returns policy in force from time to time and without the Company's consent will not be accepted for credit.
- 2.3. The Contract (together with any documents referred to in it) constitutes the whole agreement and understanding of the parties as to the subject matter of the Contract.
- 2.4. Save as expressly provided herein, the Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties preceding the date of the Contract and in any way relating to the subject matter of the Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each party acknowledges that it has not entered into the Contract based on any representation that is not expressly incorporated into the Contract.
- 2.5. Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to the Terms and shall constitute unqualified agreement by the Customer to the Terms. The Contract shall be legally formed and the parties shall be legally bound when the Company confirms in writing to the Customer that the Company has accepted the Customer's order or (if no earlier confirmation) when the Company commences delivery of the Goods.
- 2.6. All materials and other particulars given by the Company before any order is placed (including in its catalogues, trade literature, brochures, quotations, price lists or website) or

made orally by the Company or its representatives, employees, agents, officers or subcontractors are given for general information purposes only (except to the extent that such materials or particulars form part of the Contract); and the Goods may also look different to their representation in any such materials or particulars.

- 2.7. The Customer acknowledges that the Company's representatives, employees, agents, officers and subcontractors are not authorised to bind the Company or make any statements or representations about the Goods except to the extent authorised by the Company in writing.
- 2.8. Each order placed by the Customer constitutes a separate contract. There may be more than one contract between the parties in force at any one time.
- 2.9. The Customer shall only place an order for Goods to the value of at least the Minimum Order Value if specified the Company. The Company shall be under no obligation to accept an order for Goods which does not meet the Minimum Order Value.

### **3. THE PRICE**

- 3.1. Unless otherwise agreed by the Company in writing, the price for the Goods shall be as set out in the Company's price list most recently published or otherwise shared with the Customer as of the date of the order.
- 3.2. The price of the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Customer will pay in addition (if applicable) when it is due to pay for the Goods.

### **4. PAYMENT TERMS**

- 4.1. Unless otherwise agreed in writing:
  - 4.1.1. the Company may issue an invoice to the Customer for the price (or relevant part) and any other sums due in connection with the price on or before delivery of the Goods; and
  - 4.1.2. the Customer shall pay for the Goods within thirty (30) days of the date of the Company's invoice. Time for payment shall be of the essence.
- 4.2. Payment shall be deemed made when the Company has received it in cleared funds in full.
- 4.3. The Company reserves the right at its absolute discretion (exercisable at any time and before continuing to perform its obligations under the Contract) to demand security for or vary the terms or method of payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer.
- 4.4. The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.5. If the Customer is late in paying any part of any monies due under the Contract or any other agreement between the parties, the Company may (without prejudice to any other right or remedy available to it whether under the Contract or by any statute, regulation or by-law) do any or all of the following:
  - 4.5.1. charge interest and claim other costs on the amount due but unpaid as permitted especially under § 456 and § 458 Austrian Commercial Code

(“*Unternehmensgesetzbuch* – UGB”) from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and

- 4.5.2. sell or otherwise dispose of any Goods which are the subject of any order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and
  - 4.5.3. suspend performance of the Contract and any other agreement between the Company and the Customer until payment in full has been made.
- 4.6. In the case of short or partial delivery, the Customer shall be liable to pay the full invoice price of all the Goods delivered.

## **5. DELIVERY AND RISK**

- 5.1. Packaging and labelling shall be in accordance with the Company's customary practices and statutory laws.
- 5.2. Quantities delivered will be to the nearest multiple of the Company's standard pack size of the quantities ordered and deviations in quantities delivered shall not entitle the Customer to reject the Goods or to claim damages. The Customer shall pay at the Contract rate for the quantity of Goods delivered.
- 5.3. Unless otherwise agreed in writing between the parties, delivery of the Goods shall take place at the Customer's place of business. The Customer shall be ready for receipt of the Goods without undue delay.
- 5.4. The Company shall offload the Goods at the nearest entrance to the delivery address and at ground floor level only. It is the Customer's responsibility to get the Goods from that point to any other part of the delivery address. The Customer shall ensure the Company's delivery vehicle has reasonable access to park and deliver, or shall give the Company sufficient notice for reasonable arrangements for making deliveries.
- 5.5. Delivery dates are given in good faith but are estimates only. Time for delivery shall not be made of the essence by notice. The Company shall use its reasonable endeavours to deliver to its estimated timeframe. The Company reserves the right to delay delivery or cancel an order if the amount owing by the Customer to the Company or the Group under all contracts exceed any credit limit for credit.
- 5.6. The Company may deliver by instalments and tender a separate invoice in respect of each instalment. Failure by the Company to deliver any instalment or any claim by the Customer in respect of any instalment shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 5.7. Risk in the Goods shall pass to the Customer upon delivery, provided that where delivery is delayed due to breach by the Customer of its obligations under the Contract, risk in the Goods shall pass at the date when delivery would have occurred but for that breach.
- 5.8. If for any reason the Customer will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

- 5.8.1. the Company may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including storage and insurance); and
- 5.8.2. without prejudice to the Company's other rights and remedies, the Company may cancel the Contract and sell the Goods and/or be indemnified by the Customer for all losses, liabilities, costs, charges and expenses suffered or incurred by the Company as a result of the Customer's failure or delay in accepting delivery.

## **6. INSPECTION**

- 6.1. The Customer will be required to sign a delivery note on delivery. The Customer shall inspect the Goods and packaging for any obvious damage on delivery. The signing of a delivery note shall be conclusive evidence that the Goods have been delivered and in the quantities stipulated in the note and without any immediately discoverable, obvious damage.
- 6.2. The Company shall not have any Liability for any non-delivery of the Goods (whether or not caused by the Company's negligence) unless notice is given to the Company and received by the Company within five working days of the date when the Goods would in the ordinary course of events have been received.
- 6.3. Any Liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice for such Goods.

## **7. CONDITIONS FOR HANDLING THE GOODS**

- 7.1. Before delivery, the Company shall:
  - 7.1.1. use adequate facilities for performing its activities under the Contract, including manufacture and storage of the Goods;
  - 7.1.2. observe all applicable laws in respect of manufacture, sale, supply, export, storage, packaging, labelling and transportation of the Goods from the Company to the Customer, as are applicable in the Company's place of manufacture or supply;
  - 7.1.3. obtain and pay for and at all times maintain and comply with and conform to, all necessary or desirable licences, authorisations (including manufacturing and marketing authorisations), approvals, consents, permissions and certificates of origin required for the manufacturing, storage, sale and supply of Goods as are applicable in the Company's place of manufacture or supply;
  - 7.1.4. keep all stocks and supplies of Goods in conditions appropriate for their storage and to avoid deterioration and contamination; and
  - 7.1.5. on or before delivery of the Goods to the Customer check the Goods in accordance with its regulatory requirements.
- 7.2. From delivery, the Customer shall:
  - 7.2.1. use adequate facilities for receipt and use of the Goods, and handle and store the Goods in accordance with the Company's instructions or requirements;

- 7.2.2. observe all applicable laws, regulations, by-laws and codes of practice in respect of use, sale, supply, storage and transportation of the Goods, as are applicable from the place of receipt to the Customer's (and its customer's) location;
- 7.2.3. obtain and pay for and at all times maintain and comply with and conform to, all necessary or desirable licences, authorisations (including manufacturing and marketing authorisations), approvals, consents, permissions and certificates of origin required for the use, sale, supply, storage and transportation of Goods;
- 7.2.4. keep all stocks and supplies of Goods in conditions appropriate for their storage (including, where applicable, temperature controlled) and to avoid deterioration and contamination; and
- 7.2.5. on or before delivery of the Goods to the Customer or courier check the Goods in accordance with Customer's regulatory requirements and obtain adequate advice and information as to the handling and storage of the Goods.

## **8. TITLE**

- 8.1. Title to and ownership of the Goods shall pass to the Customer at the time of delivery of Goods to the Customer.

## **9. WARRANTY**

- 9.1. Subject to the rest of this Clause 9, the Company warrants that, as at delivery, the Goods shall be undamaged, free from material defects, have the minimum shelf life stipulated by the Company, and conform to the marketing authorisation for the Goods applicable at the Customer's delivery address, and the published specification or description of the Goods (by strength and pack size) in the Contract or by the Company in writing for those Goods.
- 9.2. The Company shall not have any Liability for any obvious loss or damage on delivery unless the Customer informs and provides full details to the Company in writing within five business days.
- 9.3. Subject to Clause 9.5, the Company shall at its option, within a reasonable time:
  - 9.3.1. replace; or
  - 9.3.2. repay an appropriate portion of the purchase price of; or
  - 9.3.3. provide a credit note in respect of a reasonable part of;the delivered Goods which are not in conformance with the warranty set out in Clause 9.1.
- 9.4. The Company shall not have any Liability for providing Goods to the extent caused by the Company's compliance with and reliance on the Customer's instructions or requirements.
- 9.5. The Company's Liability for defective or damaged Goods is subject to:
  - 9.5.1. subject to clause 9.2, the Customer informing the Company in writing of any claim promptly upon discovery of the defect or damage and in any event within one month (other than anything that involves potential danger to health or for Goods requiring

temperature controlled storage, in which case it shall be no more than one day) of discovery or the time it ought to have discovered it, specifying with reasonable detail the way in which it is alleged that the Goods do not conform to the Contract;

- 9.5.2. the Customer allowing the Company to take all control over decisions in respect of dealing with the issue including with third parties;
  - 9.5.3. the Customer having provided the Company with the Company's delivery note number and such other information (e.g., temperature storage data) and documentation as the Company reasonably requires at the same time as the written information in Clause 9.5.1;
  - 9.5.4. the Customer showing to the Company's reasonable satisfaction that the defect or damage is solely attributable to the Company's (or the Company's subcontractors') defective materials or workmanship and not: (a) from normal use; or (b) any acts or omissions by anyone after delivery by the Company;
  - 9.5.5. the Goods having not been: (a) misused or subjected to neglect, improper or inadequate care or carelessness (including subject to wrong storage or usage conditions or open to contamination); or (b) dealt with, used or stored contrary to good trade practice, the storage information on the product package or any oral or written instructions, advice or recommendation of the Company; or (c) adversely affected by anything done or not done after the Goods have been delivered by the Company (including any accident or attempt at repair, replacement, alteration, change or modification) except by or on behalf of the Company or approved by the Company;
  - 9.5.6. the Customer holding the Goods safely and securely in good condition;
  - 9.5.7. the Customer allowing and procuring for the Company (or the Company's representatives) the opportunity to have access to and inspect the Goods;
  - 9.5.8. the Customer having paid the Company on time and in full; and
  - 9.5.9. if and to the extent the Company requests, at the Company's option, within five business days of the Customer informing the Company of the defective or damaged Goods, the Company collecting such Goods or the Customer returning them carriage and insurance paid at the Customer's risk to the Company's premises or such other location stipulated by the Company and carefully packed to avoid damage in transit, provided that the Goods are shipped in a controlled way to Company's satisfaction and upon Company's prior confirmation. Unless and until the Company receives the Goods, the Customer shall hold the Goods safely and securely in good condition. Any returns shall be dealt with in accordance with Clause 11.
- 9.6. The warranty contained in this Clause 9 is specifically limited to the Customer. No warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 9.7. If the Customer makes an invalid claim under the warranty, the Company may charge the Customer for its fees and costs of examining, testing, storing and replacing the Goods and dealing with the claim and removing and delivering the Goods.

- 9.8. Except where expressly provided for within the Contract, the Company excludes all conditions, warranties, terms and obligations, whether express or implied by law or otherwise, to the fullest extent permitted by law in respect of the Goods.

## 10. PRODUCT RECALL AND SAFETY INFORMATION

### 10.1. Product recall

- 10.1.1. The Customer shall maintain appropriate up-to-date and accurate records to enable the immediate recall of any batches of the Goods or any of them from the retail or wholesale markets. These records shall include records of deliveries to end users (including details of batch numbers, delivery date, name and address of the customer, and telephone number and fax or email address if available) and shall be made available to the Company on request. The Customer shall keep such information for a period of six years from the termination or expiry of the Contract and such information shall be treated as confidential information.
- 10.1.2. The Customer shall, at the Company's cost, give such assistance as the Company may reasonably require for the purpose of recalling as a matter of urgency any quantities of the Goods or any of them from the retail or wholesale market. This may include, per Company's choice, providing specific communications to end users of the Goods.

### 10.2. Safety information

- 10.2.1. In the event of an Adverse Event, any information regarding potential risk to human health and/or Safety Information (as defined below) relating to a Galderma product shall be reported to Galderma in English within twenty-four (24) hours, and in any case no later than the next business day, by email to [pharmakovigilanz.austria@galderma.com](mailto:pharmakovigilanz.austria@galderma.com).
- 10.2.2. For the purposes of this clause, "**Adverse Event**" means any untoward medical occurrence or undesirable side effect in a patient or user administered a medicinal product, medical device, or cosmetic, which does not necessarily imply a causal relationship with the treatment. An Adverse Event may include any unfavorable and unintended sign (including abnormal laboratory findings), any malfunction or deterioration in the characteristics or performance of a device (including use-error due to ergonomic features), or any inadequacy in the information supplied by the manufacturer, as well as any symptom or disease associated with the use of the product.
- 10.2.3. "**Safety Information**" means (a) any adverse event, including those related to a quality defect or received through a medical information inquiry; (b) any adverse event related to a report of falsified or counterfeit medicinal product, medical device, or cosmetic; or (c) any of the following, with or without an associated adverse event: any unspecified event of death; drug/device/cosmetic exposure during lactation; product exposure during pregnancy or at the time of conception (maternal or paternal); lack of therapeutic efficacy; overdose; misuse; abuse; medication error (potential, intercepted, or actual); unintended beneficial effects; administration via incorrect route; occupational exposure; off-label use; suspected transmission of an infectious agent.

## 11. RETURNS

- 11.1. The Customer may (at the Company's sole discretion) return the Goods where the Company permits it to do so in accordance with the Company's returns policy in force from time to time; except that (subject to Clause 9.5) the Customer cannot return any Goods which are

chilled or need to be refrigerated at all times after the Company has begun to deliver them. For any returns otherwise than the Customer having a right to return under Clause 9, the decision to accept a return may be subject to the Customer paying a re-stocking or cancellation fee and subject to such conditions as the Company stipulates, and provided that the Goods have not been damaged, modified or in any way changed or altered after the Company's delivery.

- 11.2. For any returns of Goods, the Customer shall provide all information reasonably required by the Company including the name and address of the Customer, quantity and full description of the Goods, as well as the temperature storage data (if requested) or a confirmation that the Goods were stored under the correct conditions, invoice number and reason for the return.

## **12. LIABILITY**

- 12.1. This Clause 12 states the entire Liability of the Company, and the Customer's sole and exclusive remedies, in respect of:

12.1.1. performance, non-performance, purported performance, delay in performance or misperformance of the Contract or of any goods or services in connection with the Contract; or

12.1.2. otherwise in relation to the Customer entering into the Contract.

- 12.2. Neither party excludes or limits its Liability for:

12.2.1. its fraud; or

12.2.2. death or personal injury caused by its Negligence; or

12.2.3. fraudulent misrepresentation; or

12.2.4. any other Liability which cannot be excluded or limited by applicable law.

- 12.3. Subject to Clause 12.2, neither party accepts and hereby excludes any Liability for Negligence other than any Liability arising pursuant to the terms of the Contract.

- 12.4. Subject to Clause 12.2, the Company shall have no Liability in respect of any: a) indirect or consequential losses, damages, costs or expenses; b) loss of actual or anticipated profits; c) loss of contracts; d) loss of use of money; e) loss of anticipated savings; f) loss of revenue; g) loss of goodwill; h) loss of reputation; i) ex gratia payments; j) loss of business; k) loss of operation time; l) loss of opportunity; or m) loss of or damage to data; suffered by the Customer in respect of the Contract whether or not such losses were reasonably foreseeable or the Company or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, sub- sections b) to m) apply whether such losses are direct, indirect, consequential or otherwise.

- 12.5. Subject to Clause 12.2, the total aggregate Liability of the Company for affected Goods within the Contract (being those Goods in respect of which the Company is in breach of the Contract) shall be limited to the greater of: (a) EUR 10,000; or (b) 110% of the Contract price (including VAT, if applicable) for such affected Goods.

12.6. The limitation of Liability under Clause 12.5 has effect in relation both to any Liability expressly provided for under the Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of the Contract.

12.7. In this Clause 12:

12.7.1. "**Liability**" means liability in or for breach of contract (including liability under any indemnity), Negligence, tort (whether deliberate or not), breach of statutory duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including, without limitation, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to "the Contract" shall be deemed to include any collateral contract); and

12.7.2. "**Negligence**" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) obligation arising from the law to take reasonable care or exercise reasonable skill (but not any stricter duty); and

### 13. TERM AND TERMINATION

13.1. The Contract shall commence when it becomes legally binding in accordance with Clause 2.5 and, unless terminated earlier by either party exercising any right of cancellation or termination as set out in the Contract, shall continue in force until the later of:

13.1.1. the Customer having paid in full for all sums due under the Contract; and

13.1.2. the Company having delivered all Goods to the Customer.

13.2. Either party may terminate the Contract immediately by notice in writing to the other party if:

13.2.1. the other party is in material breach of any of its obligations under the Contract which is incapable of remedy; for the avoidance of doubt, failure to timely settle purchase price for the Goods shall be considered a material breach; or

13.2.2. the other party fails to remedy, where capable of remedy, any material breach of any of its obligations under the Contract after having been required in writing to remedy such breach within a period of no less than 30 days.

13.3. Upon termination or expiry of the Contract for any reason:

13.3.1. the Company shall cease to perform the Contract;

13.3.2. all outstanding sums shall become immediately payable, whether invoiced or not;

13.3.3. the Company may cancel or suspend any further delivery to the Customer under any contract;

13.3.4. the Company may sell or otherwise dispose of any Goods which are the subject of any contract with the Customer; and

- 13.3.5. the Company may set off against any sums due by the Group to the Customer any sum or sums due to the Company by the Customer.

#### 14. FORCE MAJEURE

- 14.1. The Company shall not have any Liability for any delay, breach, hindrance or failure to perform any of its obligations under the Contract due to any cause beyond its reasonable control including Acts of God, actions or omissions or demands or requirements of third parties that are not in the Group (including hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, enemy action, imposition of sanctions, embargo, seizure or forfeiture, breaking off of diplomatic relations or similar actions, national emergencies, actual or threatened or suspected terrorism, nuclear or chemical or biological contamination, sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, unusual traffic volumes or travel conditions or restrictions, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, volcano, ash cloud, natural disaster, natural catastrophe, accident, mechanical breakdown, third party software, collapse of building structures, failure of machinery (other than used by the Company or the Group) or third party hardware or vehicles, failure or problems with public utility supplies (including electrical, telecoms, water, gas, postal, courier, communications or general Internet disruption or failure), unavailability or shortage of or inability to obtain supplies, stocks, storage, materials, equipment, containers or transportation (an "**Event of Force Majeure**"); regardless of whether the circumstances in question could have been foreseen.
- 14.2. The performance of each party's obligations shall be suspended during the period that the Event of Force Majeure persists and such party shall be granted an extension of time for performance equal to the period of the delay.
- 14.3. Should any performance of obligations be delayed under this Clause 14, the Customer shall nevertheless accept performance as and when the Company shall be able to perform.
- 14.4. If the Event of Force Majeure continues without a break for more than one month, either party may terminate the Contract immediately by notice to the other, in which event neither party shall have any Liability by reason of such termination.
- 14.5. If the Company has contracted to provide identical or similar goods to more than one customer and is prevented from fully meeting its obligations to the Customer by reason of an Event of Force Majeure, the Company may decide at its absolute discretion which contracts it will perform and to what extent.

#### 15. NOTICES

- 15.1. Any notice required or authorised to be given under the Contract shall be in writing and shall be served by personal delivery or by letter sent by recorded delivery or a generally commercially recognised international express courier or by facsimile addressed to the relevant Party at its address stated in the Contract or at such other address or facsimile number as is notified by the relevant party to the other party for this purpose from time to time or at the address or facsimile number of the relevant party last known to the other party.
- 15.2. Any notice sent by letter by recorded delivery or international express courier shall be deemed to have been served two business days after it was dispatched and any notice given

by facsimile shall be deemed to have been served upon receipt of a confirmation of delivery facsimile from the receiving machine, and in proving service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, dispatched and delivered or a confirmation of delivery facsimile received. A "business day" is any day other than (a) a Saturday, or (b) a Sunday, or (c) a day which is a bank holiday at the Company's address or at the Goods' delivery address.

## **16. GENERAL**

- 16.1. The construction, validity and performance of these terms shall be governed by Austrian law and the parties irrevocably agree that the court with subject-matter jurisdiction competent for 1010 Vienna, Austria shall have exclusive jurisdiction over any claim or matter brought by the Customer in relation to the Contract. Nothing in this Clause 17.1 shall limit the right of the Company to take proceedings against the Customer either before the court with subject-matter jurisdiction competent for 1010 Vienna, Austria, or in any other court of competent jurisdiction.
- 16.2. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.3. If any Clause or other provision in the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
- 16.4. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 16.5. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.6. The parties to this Contract do not intend that any term of this Contract will be enforceable by any person that is not a party to it.
- 16.7. Galderma reserves the right to amend these Terms from time to time. Any such amendments will be communicated to the Customer and will take effect on the date specified in the respective notice. If the Customer does not object to the proposed amendments within 30 days of receiving such notice, the Customer shall be deemed to have accepted the amendments. If the Customer objects within this period, the parties will negotiate in good faith to resolve the objection; however, Galderma reserves the right to not accept the Customer's orders and not deliver any Goods if no resolution is reached.

## NOTICE

### ON DATA PROTECTION AND USE OF INFORMATION

*(Terms defined in the General Terms and Conditions for the Supply of Goods by Galderma Austria GmbH apply to the below notice unless stated otherwise. This notice does not constitute part of the Terms and may be amended by the Company at any time.)*

- 1.1. The Company may collect and process data about the Customer, the Customer's representatives and the Customer's end users, as needed to establish and manage the commercial relationship (such as names, addresses, email addresses, telephone numbers, sales information, bank details and credit information).
- 1.2. The Company may use that data for all purposes reasonably necessary to properly regulate and manage the relationship between the parties, including:
  - 1.2.1. carrying out credit checks, credit searches, credit scoring, setting credit limits, credit insurance and securitisation;
  - 1.2.2. administering the Customer's account and orders, including sales to end users, fulfilling orders and deliveries and in case of queries about the orders;
  - 1.2.3. tracing in the event of payment default;
  - 1.2.4. customer, product, market and statistical analysis and research; and
  - 1.2.5. sending details of further products and services that the Company or its Associates are involved with.
- 1.3. The data will be stored in secure systems and may be shared with other companies within the Company group, service providers acting on the Company's behalf, financial institutions, insurers, and competent authorities, subject to appropriate technical and organizational measures. Because the Company operates globally, personal data may be transferred to countries where data-protection laws may differ; in such cases, the Company ensures that adequate safeguards are in place to protect the information.
- 1.4. Individuals whose personal data is processed under these Terms may exercise their rights under applicable data-protection laws, including rights of access, rectification, or deletion, by contacting the Company's Global Data Privacy Office at [privacy.office@galderma.com](mailto:privacy.office@galderma.com). The Company will handle such requests in accordance with applicable legal requirements. Further details about the Company's privacy practices and international data transfers are available in its Global Privacy Notice at <https://www.galderma.com/your-data>, which the Customer agrees to make available to all the individuals concerned.