GENERAL TERMS AND CONDITIONS

Article 1. Scope

1.1. These general terms and conditions (the "Terms and Conditions") shall apply to the services (the "Services") performed by Nuova Ompi S.r.l. unipersonale, an Italian company with registered office at Via Molinella 17, 35017 Piombino Dese (Padova, Italy), (the "Seller") regarding the development and validation of customized drug container solutions (the "Deliverables" or "Products") to any buyer (the "Buyer") and to any order made by Buyer and accepted by Seller (the "Agreement"). Any terms and conditions contained on or attached to Buyer's document shall be void and inapplicable to the Agreement. No modification of or amendment to these Terms and Conditions shall be valid unless made in writing and duly signed by both Parties. Buyer and Seller shall be deemed, collectively, as "Parties" and each, individually, as "Party".

1.2. Each technical proposal provided for by Seller to Buyer shall be deemed valid for 30 (thirty) calendar days from its submission.

1.3. All orders issued by Buyer shall be legally binding offers, and no order shall be deemed accepted until specifically accepted in writing by Seller.

Article 2. Changes' request

2.1. Timing and pricing presented in the technical proposal assumes absence of change requests. Buyer shall be entitled to demand to Seller changes to the Services agreed upon under a confirmed order. Prior to any such change, Seller shall provide Buyer a response in writing to this change request promptly and in any event within 15 (fifteen) Business Days, indicating the impact of the required changes on the timelines and fees. If Buyer accepts the quotation associated with a change request, Buyer shall be responsible for any additional fee for the change and the change shall become an integral part of the Agreement and the overall schedule shall be supplemented accordingly. For the purposes hereof, "Business Days" means those days on which commercial banks are on usual business in Italy.

Article 3. Delivery and risk of loss

3.1. Unless specifically agreed in writing to the contrary, the Deliverables will be delivered EXWORKS Piombino Dese Incoterms® 2020 site of Seller indicated in the order confirmation within +/- 7 days of the delivery date indicated in the relevant order confirmation.

3.2. The title to and all risk of loss for the Deliverables shall pass to the Buyer on such date and at such time as the Deliverables are delivered to the Buyer EX-WORKS Piombino Dese Incoterms® 2020 site of Seller indicated in the order confirmation, unless another term of delivery is indicated in the order confirmation.

Article 4. Acceptance of Deliverables.

4.1. All Services and Deliverables are subject to review and acceptance by Buyer. The Parties shall carry out a formal acceptance inspection of the Deliverables on the basis of the compliance with the requirements agreed in writing.

4.2. Upon completion of Deliverables, Seller shall deliver to Buyer such Deliverables in accordance with the relevant timeframe. Following receipt of Deliverables, Buyer shall, within 15 (fifteen) calendar days from the receipt, review and test the Deliverables to verify their compliance with the applicable requirements agreed and notify Seller that it:

(a) approves the Deliverables; or

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(b) rejects the Deliverables as failing in any material respect to meet any or all of the representations and warranties of Seller contained in this Agreement, duly motivating in writing the foregoing.

4.3. The Parties agree that Deliverables shall be considered approved in the following cases (the "Acceptance of the Services"):

(a) Buyer expressly approves the Deliverables as set forth under Article 4.2(a) above; or

(b) Buyer fails to notify Seller of any rejection according to what provided for under Article 4.2(b) or fails to reasonably motivate in writing the cause of such rejection, within the evaluation period of 15 (fifteen) calendar days at Article 4.2 or does not provide an acceptable basis for rejection.

4.4. If the Deliverables are found to be nonconforming under Article 4.2(b) above, Seller shall re-perform such Services as soon as reasonably practical and within a mutually agreed upon period – and either modify the Deliverables or generate/create new Deliverables – so that they conform to the applicable representations and warranties herein, and resubmit to the Buyer.

4.5. If Seller determines that re-performance is not reasonably practicable, then Seller may choose to credit Buyer the amount paid for such nonconforming Deliverables. Save for what provided to the contrary hereunder, this Article 4.5 sets forth Seller's sole liability and responsibility, and Buyer's sole remedy to Seller (including its Representatives, Affiliates or Third Parties) in connection with this Agreement. In no event shall Seller be responsible for any other liabilities, losses or damages of any kind in connection with the Services provided hereunder or otherwise in connection with this Agreement.

Article 5. Prices and Payment Terms

5.1. Unless otherwise agreed in writing, the prices indicated in the technical proposal shall be deemed fix and not subject to adjustment without mutual written agreement.

5.2. For the avoidance of doubt, following the Acceptance of Services, the Seller shall be entitled to issue the relevant invoices to the Buyer.

5.3. Buyer shall pay the price of the Services and Deliverables within the dates indicated in the relevant orders, as accepted by Seller, and in any case not later than 30 (thirty) days following the date of the relevant invoice issued by Seller, unless otherwise agreed by both Parties. All payments by Buyer shall be in cleared funds and in Euro, unless otherwise agreed by both Parties, and shall be made to Seller by electronic funds transfer to such financial institution and account number as Seller may designate in writing from time to time.

5.4. In case of late payment, default interest will automatically accrue on the outstanding amounts due to Seller from the date when such amounts will be due to the date of the actual payment at a rate equal to Euribor 6-months increased by 300 bps, it being understood that Buyer shall reimburse to Seller any and all costs and expenses incurred to collect past due amounts.

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Article 6. Representations, Warranties and Indemnification

6.1. Seller represents and warrants that the Services shall be performed: (a) in accordance with all applicable laws, rules and regulations; and (b) in a professional and workman-like manner in accordance with applicable recognized professional and industry standards. The Buyer is solely responsible for the proper use, handling and storage of the Products following their delivery.

6.2. SAVE FOR WHAT PROVIDED TO THE CONTRARY UNDER THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT BUYER MAY WARRANT THE PRODUCTS TO ANY PERSON BEYOND THE SCOPE OF SELLER'S WARRANTY, SUCH ADDITIONAL WARRANTIES SHALL BE THE RESPONSIBILITY SOLELY OF THE BUYER.

6.3. EXCEPT IN CASE OF WILFUL CONDUCT OR GROSS NEGLIGENCE, UNDER NO CIRCUMSTANCES WILL SELLER OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE BUYER OR ITS CUSTOMERS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS, ARISING OUT OF BREACH OR FAILURE OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND TO EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELLER AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SELLER BY THE BUYER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

6.4. The Buyer shall indemnify Seller and will defend and hold Seller and its Affiliates and divisions, and their respective officers, directors, shareholders, employees and agents harmless from and against any and all claims, suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the use of the Products supplied hereunder.

6.5. Buyer further agrees that Seller shall not be liable for any delays or damages that may result from force majeure, which shall include, inter alia, natural disasters, acts of the public enemy, war, terrorism or other hostilities, insurrections, revolutions, earthquakes, epidemics or pandemics, riots, strikes, injunctions, embargoes, fires, explosions, floods, shortage of raw materials, parts or components, from Seller's suppliers or shortage of energy supplies and any other causes similar to the kind herein enumerated or equivalent forces that are beyond the reasonable control of Seller and which by exercise of due diligence Seller shall not be able to overcome. In those events, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay.

Article 7. Subcontract

7.1. Seller shall be entitled to delegate or subcontract the performance of any Services to any third party which has subscribed an agreement with Seller and, in any case, to any of its Affiliates (the "Third Party"). Seller hereby assumes responsibility for the work provided by the Third Party and shall ensure that the Services provided by such Third Party comply in all respects with this Agreement. For the purposes of this Agreement, "Affiliate" means with respect to Seller or Buyer, any entity which indirectly or directly through stock ownership or through other arrangements either controls, or is controlled by or is under common control with, Seller or Buyer (as the case may be).

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Article 8. Term and Termination

8.1. Unless terminated earlier in accordance with this Article 8, this Agreement shall become effective on the last signature date provided below and shall remain in force until the completion of the Services (the "Term").

8.2. Either Party may terminate this Agreement for material breach by giving written notice to the other Party and specifying the nature of the breach. If the other Party has not cured the breach within thirty (30) days of receipt of the notice of breach (or such longer period if such breach cannot reasonably be remedied within such 30 day-period), then the non-breaching Party shall have the right to terminate this Agreement by notifying it to the other.

8.3. If Seller terminates this Agreement pursuant to Article 8.2, Buyer will pay Seller all amounts due and payable for Services rendered prior to the date of such termination and for all obligations that have been committed to by Seller in connection with this Agreement.

Article 9. Intellectual Property

9.1. Any and all Intellectual Property owned by or licensed to a Party prior to the Effective Date or which are created, conceived or otherwise acquired by a Party, its Affiliates or subcontractors thereafter during the Term (as defined below) but outside the scope of this Agreement shall remain the property and/or under the control of such Party ("Background Intellectual Property").

9.2. Any rights of any kind with respect to Intellectual Property in any way discovered, developed, created, implemented, or otherwise originated or otherwise acquired as a result or in connection with the performance of the Services under this Agreement shall be deemed as exclusive property of Seller ("Foreground Intellectual Property") and no rights over the Foreground Intellectual Property shall be claimed by Buyer or any third party assignees of the Buyer.

9.3. For the purposes hereof, "Intellectual Property" means all intellectual property, specifications, drawings, formulations, compositions, chemical structures, designs, data, information, ideas, methods, patterns, know-how and/or inventions including without limitation, validations reports, process parameters and documentation.

Article 10. Confidentiality

10.1. During the Term of this Agreement, each Party (the "Disclosing Party") may disclose or make available certain of its Confidential Information to the other Party (the "Receiving Party"); in this regard, the Receiving Party agrees to use any Confidential Information received by it hereunder solely for the subject matters of this Agreement. The Receiving Party further agrees that it shall:

(i) maintain the Disclosing Party's Confidential Information in strict confidence exercising at least the same degree of care to prevent unauthorized disclosure as it does for its own confidential information but in any case, not less than a reasonable degree of care; and

(ii) not disclose to any third parties any of the Disclosing Party's Confidential Information, provided, however, that any Confidential Information may be disclosed to those of its or its Affiliates' Representatives who need to know that Confidential Information, it being understood that such Representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially and that the Receiving Party shall be responsible for any breach of this Agreement by its and its Affiliates' Representatives. For the purposes hereof, "Representatives", when applied to either Party hereto, means the directors, officers, employees, agents, accountants, consultants and advisors of such Party and Affiliates.

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10.2. “Confidential Information” means, without limitation, all proprietary and/or confidential information and/or trade secrets provided by or on behalf of the Disclosing Party (whether or not belonging to such Disclosing Party) to the Receiving Party under or pursuant to this Agreement, in written, electronic or other tangible or intangible form, including, without limitation, clinical information, pharmacological, compound, and technical information, financial information, business and commercial information, sources of supply, patent positioning, forecasts, product sales plans, reports, license and sublicense agreements, inventions, developments, discoveries, knowhow, specifications, analytical methods, reference standards, materials, protocols, processes, formulations, techniques, methods, assay systems, formulae, tests, equipment, data, reports, concepts, experimental methods and results, and other information, whether or not protectable under patent, trademark, copyright, or other legal principles.

10.3. Without limiting the foregoing, Confidential Information shall include also this Agreement, as a consequence of that, without the Disclosing Party’s prior written consent, the Receiving Party will not disclose to any person either the fact that this Agreement has been agreed concerning any of the terms, conditions or other facts with respect thereto.

10.4. The limitations on the use set forth above in this Article 10 shall not apply to any information that:

(a) is now public knowledge or that hereafter becomes public knowledge through no breach of this Agreement by the Receiving Party; or,

(b) is properly provided to the Receiving Party without restriction by a third-party who has not obtained such information under any confidentiality obligation to the Disclosing Party or the Disclosing Party’s Affiliates or disclosed such information in breach of an obligation to the Disclosing Party; or

(c) the Receiving Party can show, through competent proof, was already in its possession on a non-confidential basis at the time of receipt from the Disclosing Party hereunder; or

(d) the Receiving Party can show, through competent proof, was independently developed by the Receiving Party or Receiving Party’s Affiliates in the course of work by employees, consultants or agents of it or of its Affiliates without the aid, use or application of any Confidential Information that the Disclosing Party had provided to the Receiving Party hereunder.

10.5. Notwithstanding the foregoing, in the event that the Receiving Party is required, by any law or regulatory authority of competent jurisdiction, to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party may make such disclosure, subject to the following conditions:

(a) to the extent practicable, prior to making any such disclosure, the Receiving Party shall provide the Disclosing Party with

(i) written notice of the proposed disclosure in order to provide the Disclosing Party with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure, and

(ii) reasonable assistance in seeking such protective order or other similar order, and

(b) the Receiving Party shall disclose such Confidential Information only to the extent required by the protective order or other similar order, if such order is obtained, and, if no order is obtained, the Receiving Party shall disclose only the minimum amount of such Confidential Information required to be disclosed in order to comply with the applicable law or action of such regulatory authority after consultation with counsel.

10.6. At any time upon the request of the Disclosing Party, or upon the expiration or earlier termination of this Agreement, whichever occurs first, the Receiving Party shall promptly return Confidential Information of the Disclosing Party or, at the sole option of the Disclosing Party, shall destroy all copies thereof in accordance with this Article, together with all notes, drawings, abstracts and other information relating to the Disclosing Party’s

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Confidential Information prepared by the Receiving Party or any of its Affiliates, regardless of the medium in which such information is stored. At the Disclosing Party's written request, the Confidential Information shall be destroyed by the Receiving Party and such destruction shall be certified in writing by an authorized officer of the Receiving Party. The return or destruction of any Confidential Information as provided above shall not relieve the Receiving Party of any of its confidentiality obligations herein.

10.7. The Parties acknowledge and agree that the provisions of this Article 10 are reasonable and necessary to protect Disclosing Party's interests in its Confidential Information, that any breach of the provisions of this Article 10 may result in irreparable harm to Disclosing Party and its Affiliates, and that the remedy at law for such breach may be inadequate. Accordingly, in the event of any breach or threatened breach of the provisions of this Article 10, Disclosing Party, in addition to any other relief available to it under this Agreement, at law, in equity, or otherwise, shall be entitled to temporary and/or permanent injunctive relief restraining the breaching Party or any other person or entity from engaging in or continuing any conduct that would constitute a breach of this Article 10, without the necessity of proving actual damages or posting a bond or other security.

10.8. No right or license, either expressed or implied, over Confidential Information is granted to the Receiving Party under this Agreement.

10.9. Receiving Party's obligations of non-disclosure and non-use under this Agreement shall endure

for 10 (ten) years from the expiration or earlier termination of this Agreement, whichever occurs first. With respect to the Confidential Information marked as trade secrets, the obligations under this Agreement shall continue until the trade secret become part of the public domain without breach of the Receiving Party or abuse of any third party. For the purposes of this clause, "trade secrets" shall mean any Confidential Information protectable as trade secrets in compliance with EU Directive no. 2016/943 and Italian Legislative Decree no. 63/2018.

Article 11. Privacy

11.1. Each Party undertakes to treat the data an information transmitted under confidentiality and not to disclose them to unauthorized persons, nor to use them for purposes other than those for which they were collected or to transmit them to third parties other than those indicated below. Personal data may be communicated only to subjects delegated to carry out the activities necessary for the execution of the contractual commitments undertaken. The acquired data will be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed and in compliance.

Article 12. Miscellaneous

12.1. The Buyer agrees to comply with the Stevanato Group Code of Ethics (as amended from time to time, the "Code of Ethics"), available at https://www.stevanatogroup.com/en/code-of-ethics/.

Compliance with the Code of Ethics shall be deemed an essential obligation for the Buyer. In case of non-compliance with the Code of Ethics by the Buyer, the Seller shall be entitled to forthwith terminate the purchase orders in progress by simply sending to the Buyer a written termination notice.

12.2. Buyer shall not, directly or indirectly, export, promote, market, or sell the Products to, or engage in any other transaction or dealing relating to the Products with any individual and/or company owned or controlled by, or acting for or on behalf of, countries included in the Specially Designated Nationals and Blocked Persons List maintained by The Office of Foreign Assets Control of the US Department of the Treasury ("OFAC") and available at https://home.treasury.gov/policyissues/financial-sanctions/specially-designatednationals-and-blocked-persons-list-sdn-humanreadable-lists and/or any other list of terrorists

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or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders. This obligation shall be deemed an essential obligation for the Buyer. In case of non-compliance by the Buyer, the Seller shall be entitled to forthwith terminate the purchase orders in progress by simply sending to the Buyer a written termination notice. In any case the Buyer shall indemnify the Seller and hold its Affiliates and their respective legal representatives, directors, managers, employees and agents harmless from and against any and all claims, suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the breach of this article.

12.3. This Agreement sets forth the entire understanding and agreement between the Parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement, or statement of intent among the Parties, in each case, written or oral, of any and every nature with respect thereto.

12.4. No tacit, oral, or written subsidiary agreements have been concluded. Amendments and supplements to these General Terms and Condition shall be made exclusively by Seller. No waiver of any of the provisions of this Agreement shall be valid unless embodied in writing executed by the Party against whom the waiver is sought to be enforced. No such waiver shall be deemed to constitute the waiver of any other breach of the same or of any other term or condition of this Agreement.

12.5. Buyer shall not be entitled to transfer or assign (directly or indirectly in whole or in part) any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller.

12.6. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other Party, create any employer-employee relationship, or authorise a Party to make or enter into any commitments for or on behalf of the other Party. The Parties are independent contractors.

12.7. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity of any part of the remaining Terms and Conditions, and the same shall apply if any provision of this Agreement should become invalid or unenforceable at a later date. In place of the invalid or unenforceable provision, the Parties to the Agreement hereby undertake to agree a valid provision which comes as close as possible to the intended legal and commercial meaning and purpose of the invalid or unenforceable provision. The same shall also apply if it emerges that there are any omissions in the provisions to this Agreement.

12.8. This Agreement and all disputes arising hereunder and/or related to the Products purchased by Buyer will be governed by and interpreted in accordance with the laws of Italy. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of Padova, Italy, for the resolutions of such disputes.

[Signature Page follows]

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Seller

_____

Name:

Title:

Date:

Buyer

_____

Name:

Title:

Date:

The Buyer specifically approves the following provisions of the foregoing Terms and Conditions:, Article 4.3 (Acceptance of the Services); Article 6 (Representations, Warranties and Indemnification); Article 12.2 (OFAC); Article 12.5 (Assignment); Article 12.8 (Law and Jurisdiction).

Buyer

_____

Name:

Title:

Date:

Document valid since [2023.06.12]
Approved by SG Legal department.