General Terms and Conditions of Purchase of Ypsomed Manufacturing USA, Inc.

Version October 2026

1. General

1.1. These General Terms and Conditions of Purchase are the exclusive terms and conditions applicable to purchase of goods ("Products") and services ("Services") by Ypsomed Manufacturing USA, Inc., a Delaware corporation with principal address of 11401 Holly Springs New Hill Road, Building H, Apex, North Carolina 27539 ("Ypsomed"), from the seller or supplier identified on the purchase order (the "Purchase Order", and collectively with these General Terms and Conditions of Purchase and any written master agreement between the Contractual Parties pursuant to which the Purchase Order is placed, the "Contract") to which these General Terms and Conditions of Purchase are attached ("Supplier", and collectively with Ypsomed, the "Contractual Parties").

1.2. By accepting the Purchase Order from Ypsomed pursuant to the terms hereof, the Supplier agrees that the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the case of conflicting or inconsistent terms or conditions, the following order of precedence shall apply, unless otherwise expressly stated in any of the following: 1. Any written master agreement between the Contractual Parties, 2. These General Terms and Conditions of Purchase, and 3. The Purchase Order. Ypsomed expressly reserves the right to amend these Terms and Conditions of Purchase at any time. Acceptance of the Purchase Order is expressly limited to the terms and conditions of the Contract.

1.3. Any terms and conditions set forth in any Supplier form, any Supplier order acknowledgement, or any other correspondence from Supplier, that are in addition to, inconsistent with, or different from the Contract are expressly rejected and objected to by Ypsomed. Different, conflicting or supplementary general terms and conditions of the Supplier shall only become a part of the Contract if Ypsomed has expressly agreed to them in writing.

1.4. Legally relevant declarations and notifications by the Supplier with regard to the Contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing (e.g. letter, e-mail).

2. Requests for Quotation / Order

2.1. Inquiries made by Ypsomed to the Supplier about the Supplier's Products, Services, or delivery conditions as well as requests by Ypsomed to obtain a quote for any Products or Services shall not be binding on Ypsomed in any way.

2.2. Ypsomed shall not owe any payment for the preparation of a quotation or for the delivery of corresponding plans, samples and models.

2.3. Purchase Orders shall only be binding if they have been placed by Ypsomed in writing (also via e-mail) or verbally or by telephone, in such cases stating an Ypsomed order number.

2.4. The Purchase Order placed by Ypsomed with Supplier shall be deemed to be the offer by Ypsomed to purchase Products or Services from Supplier on the terms and conditions set forth therein, and pursuant to Section 1.2, acceptance by Supplier shall be expressly limited to the terms and conditions of the Contract. A Purchase Order is deemed to have been accepted by Supplier upon Supplier's first commencement of work on the purchased Product or Service, shipment of Product or other tender of conforming Product or Services, upon written acceptance or acknowledgement of the Purchase Order by Supplier, or upon Supplier's failure to deliver to Ypsomed written objection to the Purchase Order within five (5) business days after Supplier's receipt of the Purchase Order, whichever is first.

3. Subject matter and modalities of delivery / changes to the order

3.1. Partial deliveries, partial Services as well as early deliveries and services are only permissible if agreed to in writing by Ypsomed.

3.2. Each delivery shall be accompanied by a delivery note and the documents referred to in Section 10.4. The details submitted to the Supplier by Ypsomed with regard to order number, references, Ypsomed article number and Ypsomed drawing number shall be listed on delivery notes, invoices and correspondence. The relevant customs documents and a copy of the invoice shall be enclosed with deliveries from abroad.

3.3. Ypsomed may request the modification of deliveries or changes to Services at any time. If Ypsomed makes such changes to the Purchase Order, the following provisions shall apply.

3.4. A change to the Purchase Order shall be agreed in writing prior to effectiveness. Should this lead to additional or reduced costs for Supplier or if it is necessary to adjust delivery deadlines, the Contractual Parties shall agree upon revised pricing and changes to delivery deadlines in writing. Otherwise, the originally agreed price and delivery deadlines shall apply.

3.5. If no agreement is reached, Ypsomed may have the deliveries of Products and Services performed by the Supplier under the original terms of the Purchase Order - or – without further liability to the Supplier – obtain replacement Products or Services from a third party.

3.6. In the event Ypsomed obtains replacement Products or Services pursuant to Section 3.5 above, Ypsomed shall compensate the Supplier for documented expenses incurred by Supplier prior to the change request for Products or Services which cannot be sold to another customer of Supplier.

3.7. Changes which are necessary for the fulfilment of the Contract or to comply with the warranties set forth herein shall in any case be borne solely by the Supplier.

4. Subcontractors

4.1. The Supplier may only subcontract its obligations under the Contract with the prior written consent of Ypsomed. The Supplier shall remain liable for the deliveries of Products and Services of any subcontractor on the terms and conditions of the Contract. Ypsomed's consent to a

subcontractor or sub-supplier contracted for the performance of the Contract shall not limit the Supplier's liability for the subcontractor or sub-supplier.

4.2. The Supplier shall transfer to any subcontractor or sub-supplier all of the obligations incumbent on the Supplier under the Contract (in particular Sections 5, 6, 8, 15 and 23 of these General Terms and Conditions of Purchase).

5. Social Responsibility / Supplier Code of Conduct

The Supplier shall comply with all laws and regulations applicable to the Contract, in particular those relating to the protection of human rights, health, safety, the environment and employees, as well as anti-corruption and bribery.
The Supplier shall comply with the Supplier Code of Conduct of the Ypsomed Group (see: https://www.ypsomed.com/en/investors/corporate-governance/code-of-conduct).

6. Quality Assurance / Inspection

6.1. The Supplier shall perform and maintain effective quality assurance programs and policies. Upon request by Ypsomed, Supplier shall provide documentation evidencing the quality assurance programs and policies that Supplier has in place with regard to the Products and Services. The Supplier shall apply a quality assurance system in accordance with ISO 9001, ISO 13485 or an equivalent standard.

6.2. Ypsomed, its affiliates, and its third party advisors shall have the right to conduct inspections and audits at the Supplier's premises at reasonable times and following prior notification to Supplier to ensure that the Supplier complies with all applicable laws and regulations as well as with Supplier's Contractual obligations.

7. Material

7.1. Documents, drawings, calculations, photographs, data carriers, computers, films, plans, tools, molds, substances, software, models, Work Results, and any other information, documentation, or materials ("Materials") which Ypsomed makes available to the Supplier or which are produced for Ypsomed by the Supplier or Supplier's subcontractors or sub-suppliers, shall remain or become the property of Ypsomed upon their creation. All Materials shall be returned or handed over to Ypsomed upon request, but no later than 10 days after termination of the Contract.

7.2. Materials, whether provided by Ypsomed or manufactured by the Supplier for Ypsomed, may only be used by the Supplier exclusively for fulfilment of the Contract. Without prior consent from Ypsomed, the Supplier shall be prohibited from copying or otherwise reproducing Materials or providing or making them available to third parties for any use whatsoever. The above provision shall also apply to finished and semi-finished Products. Materials shall – as long as they are not being processed by the Supplier – be stored separately at the Supplier's expense, marked as the property of Ypsomed and insured to a reasonable extent against destruction and loss.

8. Confidentiality

8.1. Each Contractual Party shall keep Confidential Information disclosed by the other Contractual Party strictly confidential and shall prevent the reproduction, disclosure, divulgence, dissemination, publication or revelation of the other Contractual Party's Confidential Information. The confidentiality obligations hereunder shall survive termination of the Contract. For purposes of this Contract, "Confidential Information" means all non-public confidential or proprietary information of a Contractual Party, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential". Additionally, the terms and conditions of the Contract and the fact that a business relationship exists between Ypsomed and Supplier shall be considered "Confidential Information."

8.2. Neither Contractual Party shall be entitled to use the Confidential Information of the other Contractual Party except in connection with the performance of the Contract without the other Contractual Party's prior written consent.

8.3. The Contractual Parties agree that disclosure of Confidential Information of a Contractual Party in violation of this Section 8 would cause immediate and irreparable harm to the other Contractual Party and that an adequate remedy at law for such harm would not exist. Therefore, the Contractual Parties agree that, in the event a Contractual Party discloses or threatens to disclose Confidential Information of the other Contractual Party in violation of this Section 8, the other Contractual Party will be entitled to injunctive relief without the necessity to prove actual injury, loss, or damage or the posting of bond.

9. Notification Obligation

The Supplier shall promptly notify Ypsomed in writing of all circumstances which Supplier knows, or which Supplier should know following due inquiry, which may jeopardize the correct and timely delivery of the Products or Services, as well as any reason the Products or Services may not comply with the specifications. If the Supplier fails to notify Ypsomed pursuant to this Section 9, Supplier shall bear sole responsibility for any resulting losses, liability, costs or expenses incurred by Supplier or Ypsomed.

10. Prices / Invoicing

10.1. The prices stated in the order are fixed prices and include any applicable storage and shipping costs. Supplier is responsible for and will pay all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of Products or Services, or sales, use, transfer, products or value added tax or any other duties or fees related to any payment

by Ypsomed to Supplier for Products or Services provided to Ypsomed under or pursuant to the Contract. Price changes shall only be valid if they have been accepted by Ypsomed in writing. The price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

10.2. Invoicing shall take place after acceptance of the Products or Services by Ypsomed and shall thereafter be paid net 60 days after Ypsomed's receipt of an invoice, provided that the Products delivered or Services rendered up to that point have not been objected to or rejected.

10.3. An invoice shall be issued by the Supplier in respect of each full or partial delivery of Products or Services. The Ypsomed order number must be stated on each invoice.

10.4. Invoices issued in Switzerland must comply with the formal requirements of VAT legislation. The origin of the Products and the customs tariff number must be listed for deliveries of Products. The invoice must be accompanied by a movement certificate or declaration of origin in the case of deliveries from outside of the U.S. and a Supplier's declaration in the case of domestic deliveries.

11. Delivery

11.1. The delivery and performance dates set forth in the Contract shall be binding. Time is of the essence for delivery of any Products and the performance of any Services. If the Supplier has reason to believe that the Supplier will be unable to make a delivery of Products or provide any Service by the delivery or performance date set forth in the Contract, Supplier shall immediately notify Ypsomed in writing, stating the reasons and the expected duration of the delay.

11.2. In the event Supplier fails to meet a delivery or performance date, or in the event Supplier delivers Products or Services that fail to meet specifications required by the Contract, Supplier shall owe liquidated damages to Ypsomed accruing at a rate of 0.3% of the total amount payable by Ypsomed for such late or defective Products or Services each day such Products or Services remain undelivered or defective (but not more than a maximum of 10%) (the "Liquidated Damages"). Supplier acknowledges that the Liquidated Damages are intended to compensate Ypsomed only for the direct damages that Ypsomed would incur due to the short term unavailability associated with Supplier's delay in delivering conforming Products and Services for a period of 33 days. Supplier acknowledges that nothing in this Section 11.2 shall prohibit Ypsomed from recovering any actual damages incurred by Ypsomed resulting from Supplier's failure to deliver conforming Products or Services beyond such 33 day period. Payment of the Liquidated Damages shall not release the Supplier from its contractual obligations.

11.3. Unless otherwise specified on the face of a Purchase Order, delivery of Products and Services shall be made DDP Ypsomed's facility (Incoterms 2020).

12. Title and Risk of Loss

Title and risk of loss to the Products or Services shall pass to Ypsomed pursuant to the applicable delivery term.

13. Minimum Warranty / Warranty Period for Products / Inspection of Products and Services

13.1. The Supplier hereby warrants that the Products will (i) be free from defects in material, workmanship, and design, (ii) strictly comply with all specifications set forth in the Contract, and (iii) comply with all applicable laws. The Supplier hereby warrants that the Services will be performed in accordance with the highest standard of care, skill, diligence, and competence and will be performed in a professional and workmanlike manner.

13.2. Unless a specific acceptance procedure has been expressly agreed in the Contract, upon delivery of Products or full completion of Services, Ypsomed shall inspect the delivered Products or completed Services only for obvious deviations in type and quality and for obvious shipping damage. This inspection shall be performed within 30 days of delivery or full completion of the Services. In the event any Products or Services are found to be damaged, defective, or non-compliant with specifications, Ypsomed may, in addition to all other rights at law or equity, notify Supplier, and at Ypsomed's sole option and Supplier's sole cost and expense, (i) have the defective, damaged, or non-compliant Products or Services repaired, replaced, or reperformed or (ii) return the defective, damaged, or non-compliant Products or Services and receive a full refund of the purchase price paid by Ypsomed therefor. Notwithstanding the foregoing, the inspection by Ypsomed of Products or Services shall not affect or diminish the warranty provided by Supplier pursuant to Section 13.1.

13.3. The Supplier's warranty in Section 13.1 shall survive for a period of 24 months following delivery of the Products or full completion of the Services, unless a longer period is provided for by law.

13.4. Ypsomed shall provide notice of any Products or Services which do not comply with the warranty set forth in Section 13.3 within the warranty period.

13.5. Upon receipt of such notice, the Supplier shall at its sole cost, at Ypsomed's sole option, to remedy the defects at Ypsomed's site or to repair or replace the defective Products or Services. Additionally, Ypsomed shall be entitled to remedy the defects or have them remedied by a third party at the Supplier's expense. The remedies provided for in this Section 13.5 shall not be exclusive and are in addition to all other rights and remedies that Ypsomed has in law or in equity.

13.6. Once a defective Product or Service has been remedied in accordance with Section 13.5, a new warranty period of 24 months shall commence, unless a longer period is provided for by law.

13.7. The Supplier shall be liable within the scope of the applicable law for all product liability claims resulting from the defectiveness of the Products delivered by the Supplier, and shall defend, indemnify, and hold harmless Ypsomed against all claims and damages resulting therefrom.

14. Intellectual Property

14.1. The Supplier hereby represents and warrants that the Products and Services purchased hereunder do not infringe any patent, trade name, trade secret, trademark, copyright or other intellectual property right of any third-party. Supplier shall indemnify, defend, and hold harmless Ypsomed from and against all claims and damages resulting therefrom. Further, if the Products or Services purchased hereunder become, or in Supplier's opinion will likely become, the subject of a claim of infringement, then, without limiting any other rights or remedies of Ypsomed, Supplier shall, at Supplier's option and sole expense, (i) procure for Ypsomed the right to continue using such Products and/or Services or (ii) replace or modify the Products and/or Services to become non-infringing; however, that at Ypsomed's request, Supplier shall accept a return or cancellation of the Products or Services, and refund to Ypsomed all amounts paid by Ypsomed.

14.2. To the extent any Products or Services incorporate intellectual property rights of third parties, the Supplier hereby represents and warrants that it has entered into a license agreement which permits the free use of the Products or Services and the incorporation thereof into Ypsomed's products, devices and systems.

14.3. All information, drawings, specifications, work product, service deliverables, interim results, documents, ideas, processes, inventions, apparatus or designs, (collectively "Work Results") developed by the Supplier and any subcontractors of the Supplier in performance of the Contract as well as all copyrights, patent, trademark, design or sample and model rights and know-how resulting therefrom (collectively "Proprietary Rights") shall constitute the property of Ypsomed and shall be assigned to Ypsomed or to a company designated by Ypsomed herewith or immediately upon their creation. Should the assignment of Proprietary Rights be prohibited by law, the Supplier hereby grants Ypsomed an irrevocable, perpetual, royalty-free, transferable and exclusive license to these Proprietary Rights. Upon request, the Supplier shall cooperate with Ypsomed in establishing, maintaining and enforcing all intellectual property rights associated with the Work Results and the Proprietary Rights.

14.4. Ypsomed shall be entitled to use all Work Results and Proprietary Rights freely and without restriction and to disclose any such Work Results or Proprietary Rights to third parties. Ypsomed shall not be obligated to commercialize work results or to pursue them in any way or to continue projects.

14.5. The Supplier shall disclose all existing intellectual property rights and all industrial proprietary rights to which the Supplier is entitled, irrespective of the performance of the Contract, which may be relevant for using the Products or Services. The Supplier shall grant Ypsomed an irrevocable, perpetual, royalty-free, transferable and non-exclusive license to the Background Intellectual Property Rights (collectively "Background Intellectual Property Rights").

15. Data Protection / Data Security

15.1. The Supplier acknowledges and agrees to inform any applicable Supplier employees that Ypsomed processes and uses any personal data obtained during the performance of the Contract in accordance with Ypsomed's Data Protection Declaration (see https://www.ypsomed.com/en/data-privacy).

15.2. The Contractual Parties shall comply with all applicable data privacy, protection, and security laws, rules, and regulations. To the extent the Supplier processes personal data on behalf of Ypsomed, the Contractual Parties shall enter into a separate Data Processing Agreement ("DPA") in accordance with applicable data protection legislation, including the General Data Protection Regulation ("GDPR"), the Swiss Federal Act on Data Protection ("FADP"), and applicable U.S. federal and state privacy laws. In the event of any conflict between these General Terms and Conditions and the DPA, the DPA shall prevail.

15.3. If the Supplier processes personal data of Ypsomed's employees, the Supplier shall undertake to adopt commercially reasonable and, technically and organizationally appropriate policies to protect the personal data from unauthorized access. The Supplier shall process information and personal data exclusively for the purpose of fulfilling the Contract or for the purposes stated in the Contract, only to the extent necessary and only in accordance with Ypsomed's instructions, which Ypsomed reserves the right to change or modify at any time. If the instructions issued cannot be implemented or are unreasonable for the Supplier, the Supplier shall notify Ypsomed in writing. Personal data may only be transferred outside of the U.S. with the prior written consent of Ypsomed.

16. Spare Parts / Maintenance

The Supplier shall provide maintenance services for the Products and shall make spare parts available for sale to Ypsomed for at least five years after the last delivery of the Products to Supplier. Supplier and Ypsomed shall agree upon the prices applicable for such maintenance and spare parts in writing. Delivery of spare parts and maintenance shall be at the Supplier's expense until the Products are delivered and thereafter at Ypsomed's expense. Any warranty claims by Ypsomed remain reserved.

17. Assignment/Subcontracting

Supplier may not assign or subcontract Supplier's rights and obligations under the Contract without the prior written consent of Ypsomed. Ypsomed shall be entitled to assign its rights and obligations to affiliated companies without the Supplier's consent.

18. Venue / Governing Law

18.1. Any legal suit, action or proceeding arising out of or relating to the Contract shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Raleigh and Wake County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18.2. This Contract shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed.

19. Indemnification

Supplier shall defend, indemnify and hold harmless Ypsomed and its subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Products and Services purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Contract. Supplier shall not enter into any settlement without Ypsomed's prior written consent.

20. Supplier's Guaranty

The Contractual Parties acknowledge that Ypsomed may make advance payments to the Supplier for the delivery of Products or Services. In the event that the Supplier fails to deliver the applicable Products or perform the applicable Services, in whole or in part, or delivers Products or performs Services that do not conform to the applicable contractual requirements, the Supplier shall reimburse the advance payments to Ypsomed. Ypsomed may, in its sole discretion and in order to secure such reimbursement and timely delivery of the Products and/or Services, require the Supplier to obtain (i) a performance bond from a reputable insurer or federally insured bank guarantying the performance of Supplier's obligations hereunder or (ii) an irrevocable standby letter of credit from a federally insured bank in a form mutually acceptable to Supplier and Ypsomed in an amount equal to such advance payments. Any irrevocable standby letter of credit shall be delivered to Ypsomed prior to acceptance of the Purchase Order and shall have an expiry date no sooner than the delivery date plus ninety (90) days. In the event that the Supplier fails to deliver the applicable Products or perform the applicable Services, in whole or in part, or delivers Products or performs Services that do not conform to the applicable contractual requirements secured by the letter of credit, Ypsomed may, but shall not be required to, draw upon the letter of credit for reimbursement of any advance payments made by Ypsomed. The rights and remedies provided for in this Section shall not be exclusive and are in addition to all other rights and remedies that Ypsomed has in law or equity.

21. Regulatory Requirements

21.1. The Supplier shall to the extent required by applicable law submit to Ypsomed and, upon Ypsomed's written approval, to the regulatory authorities (Notified Bodies, FDA, EMEA etc.) or Ypsomed's customers all information, data, materials and documents relating to this Contract. Any costs incurred by the Supplier as a result shall be borne by the Supplier.

21.2. The Supplier shall retain a copy of all information, data, materials and documents relating to this Contract for at least fifteen (15) years after termination of the Contract. Even after the 15 year period has expired, files may only be destroyed with Ypsomed's written consent.

21.3. The Supplier shall submit to all inspections and audits by Ypsomed and, at Ypsomed's request, also to inspections and audits by regulatory authorities or by Ypsomed customers in connection with the Products and Services under this Contract. The Supplier shall inform Ypsomed immediately as soon as any inspection and/or audit by a regulatory authority or a customer of Ypsomed is notified or requested.

21.4. The Supplier shall notify Ypsomed of all suggestions made or non-conformities reported on the occasion of an inspection or audit by a regulatory authority or an Ypsomed customer. The Supplier shall bear the costs for the actions relating to these notifications.

Additional provisions for the procurement of Services

The following additional provisions shall apply in addition to the other provisions in the event and insofar as the Supplier provides Services under the Contract.

22. Price

22.1. The Supplier shall provide the services at the fixed price set forth on the Purchase Order.

22.2. The price for Services shall include all consideration for assigning any Work Results and Proprietary Rights to Ypsomed pursuant to Section 14.3.

23. Provision of Services

23.1. The Supplier warrants that it has obtained and maintains, or makes, all approvals, authorizations and notifications required for the provision of the Services to Ypsomed.

23.2. The Supplier shall only deploy carefully selected and well-trained persons to perform the Services. The Supplier shall be liable for all claims by its employees arising from the employment relationship, for compliance with the relevant labor laws (including all occupational health and safety laws), and related to any employee benefit plans of Supplier.

23.3. The Supplier shall provide periodic updates to Ypsomed about progress in performing the Services.

24. Revocation / Termination

Ypsomed may revoke or cancel a Purchase Order at any time. Upon revocation or cancellation of an order, only the Services rendered up to the time of revocation or cancelled shall be paid for by Ypsomed. If Ypsomed cancels a Purchase Order due to a material breach of the Contract by Supplier, Ypsomed shall not be liable for further payment and shall be entitled to reimbursement for any Services that have become worthless.