

## TERMS AND CONDITIONS

### 1. General Provisions

- 1.1. These terms and conditions shall take precedence over any terms and conditions of the supplier. Any alterations or amendments to these terms and conditions apply only if **Sandoz AG** ("Sandoz") has explicitly accepted them in writing and for such specific business case, only. In particular, contractual performance actions by Sandoz shall not be qualified as consent to any conditions deviating from these terms and conditions.
- 1.2. In cases of objection with the terms and conditions of this purchase order ("PO"), please communicate any objections you have to the terms and conditions contained herein to Sandoz within three (3) business days after receipt of this PO. Your commencement of the performance of any of your contractual obligations pursuant to this PO shall be deemed your acceptance of this PO and of its terms and conditions. The supply of goods or services pursuant to this PO, shall be interpreted as agreement to be bound by these terms and obligations.
- 1.3. In case of several, temporally disparate contract conclusions, the version of these terms and conditions at the time of the latest contract conclusion shall apply. Several conclusions of contracts with a specific supplier shall not constitute a continuing obligation or any other claim to any further renewed conclusions of an agreements.
- 1.4. If you have entered into a separate written agreement with Sandoz with regard to the goods or services supplied pursuant to this PO, the written agreement shall prevail over the terms and conditions of this PO. If you have entered into a separate written quality agreement with Sandoz with regard to the goods or services supplied pursuant to this PO, such quality agreement shall be an integral part of this PO.
- 1.5. Should individual provisions of these terms and conditions be ineffective in full or in part, this shall not affect the validity of the remaining provisions and the order concluded on the basis thereof. The fully or partially ineffective provision shall be replaced by a provision which shall closely the intended economic meaning and purpose of the ineffective provision.

### 2. OFFERS AND CONCLUSION OF CONTRACT (ORDER)

- 2.1. The supplier may not claim compensation for any costs incurred from offers made, concepts, fee estimates or plans.
- 2.2. Sandoz shall only be bound by written orders, offers and acceptances (including orders transmitted via email or telefax). This further applies to all additional and subsequent orders as well as to any modification of orders. Oral agreements (including agreements made in the course of telephone calls) require a written confirmation (including such written confirmations transmitted via email or telefax).

### 3. GENERAL OBLIGATIONS OF THE SUPPLIER

- 3.1. Supplier will:
  - (a) not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe;
  - (b) comply with all applicable laws and regulations, including those related to bribery and corruption (such as, but not limited to, the US Foreign Corrupt Practices Act, UK Bribery Act);
  - (c) comply with industry standards; and
  - (d) perform its obligations under this agreement with high ethical and moral business and personal integrity standards.

Sandoz has put in place a Third Party Risk Management framework which is aimed at promoting the societal and environmental values of the United Nations Global Compact with specific third parties that Sandoz deals with. In connection with the above, supplier shall:

- (a) comply with the Third Party Code (and any published updates) which can be viewed and downloaded from the following website: <https://www.novartis.com/our-company/corporate-responsibility/reporting-disclosure/codes-policies-guidelines> ;
- (b) in regard to section 10.7 of the Third Party Code, provide information and documentation upon reasonable request to Sandoz, its affiliates and respective representatives to allow Sandoz to verify compliance with the Third Party Code in the form requested;
- (c) to rectify identified non-compliances with the Third Party Code (where capable of remedy) and report remediation progress to Sandoz, its affiliates and respective representatives on request; and
- (d) ensure that where supplier, its affiliates, approved subcontractors and/or agents of supplier and its affiliates have been pre-approved by Sandoz (in accordance with this agreement) to provide services that such third parties also comply with the above requirements relating to the Third Party Code.

Supplier acknowledges and agrees that the Third Party Code forms an integral part of these terms and conditions and understands that failure to adhere to these standards and/or obstructing and/or refusing Sandoz' audit rights as stated in the Third Party Code shall constitute a material breach

of these terms and entitle Sandoz to immediately terminate any agreed upon contract or purchase order, by written notice without compensation.

Sandoz may terminate the contract/ purchase order of which these terms and conditions form an integral part at any time, with immediate effect, by written notice to the supplier, in the event that the supplier breaches sections 7.1, 7.2 and 7.3 of these terms and conditions, or the supplier makes any material omission or misrepresentation of information in responding to the "Questionnaire for Third Parties".

- 3.2. If supplier has received such questionnaire:

The supplier warrants and represents that the information provided in the "Questionnaire for Third Parties" completed before entering this agreement is accurate and complete (and such information shall be treated as being part of these terms and conditions). The supplier will inform Sandoz in writing of: (i) any material change to the information provided with the Questionnaire for Third Parties; and (ii) of any material change in the structure of the supplier, in both cases as soon as reasonably practicable after the relevant change occurs. For the purpose of this Section 7.4, a material change to the structure of the supplier means:

- a) Change in ownership/control: the supplier or any person who controls the supplier has a change of Control. "Control" in this context means the direct or indirect ownership of more than 50% of the equity interest or voting rights in a corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity (e.g., by the appointment of a majority of the directors or management or otherwise); or
  - b) Change to membership of the executive body of the supplier: there is a change to the membership of the executive body of the supplier. For example, a change to the executive management of the supplier (e.g., CEO, N-1 to CEO)
- 3.3. All documents and information submitted by Sandoz shall be used exclusively for the purpose of the respective transaction and by the personnel of the supplier necessary on a need-to-know basis, and shall in any event be treated by supplier as confidential information and shall be returned upon completion of the transaction, as well as immediately upon demand of Sandoz. Copies, if any, shall be deleted immediately and irretrievably. In the event that the supplier engages a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.
  - 3.4. The supplier undertakes in regards to its recruiting activities in connection with its delivery obligations in reference to Sandoz, only to publish job advertisements after prior consent of Sandoz, and to process the applications itself in its own name and on its own account. Supplier further undertakes to make clear statements about the actual employer. It is agreed that the company name / logo / trademarks of Sandoz shall be used only in manners exclude any misleading statements regarding the employment relationship. It is further agreed that any use of the company name / logo / trademarks of Sandoz shall require the prior written approval of Sandoz. The supplier may not state that the place of work or employer is Sandoz with respect to its recruiting activities.
  - 3.5. In case of a significant breach of the contractual obligations by the supplier, which entail disadvantages for Sandoz, Sandoz shall be entitled to cancel the order without setting any deadline or grace period and claim damages.
  - 3.6. In the event third parties raise claims against Sandoz that are based on the supplier's breach of its statutory or contractual obligations, the supplier shall fully indemnify and hold Sandoz harmless.

### 4. PRICES, RETENTION RIGHTS

- 4.1. The price specified in the order is binding and includes, unless agreed otherwise, all agreed and usually expected services and ancillary services of the supplier (such as assembly, installation and maintenance) as well as all ancillary costs in particular, the due packaging and the transport to the place of delivery as specified in the order.
- 4.2. Unless agreed otherwise, the purchase price for the ordered goods shall be due and payable within 90 days from receipt of the invoice. If and insofar justified (i.e., in case of notified defects) Sandoz may hold back a respective portion of payments or withdraw from the transaction upon the lapse of a 10-working-day remedy period following notification thereof.
- 4.3. Any assignment or set-off with respect to the purchase price claimed by the supplier requires Sandoz prior written approval.
- 4.4. Any prepayment made by Sandoz shall be kept separately from the supplier's other assets and may not be mixed with supplier's assets. Sandoz retains the ownership over any such prepayment (or shall receive, in case that applicable law should prohibit this, a lien

(Pfandrecht) on such payments) until Sandoz has received the full and complete delivery of non-defective goods.

- 4.5. Sandoz may balance without any further agreement or unilaterally set off any claims of supplier with claims of Sandoz or of its affiliates against the supplier.

## 5 CONDITIONS OF DELIVERY

- 5.1. Unless expressly agreed otherwise, Sandoz may determine the mode of transportation as well as the carrier for all shipments and will inform the supplier accordingly in writing. All delivery times and periods are binding and are calculated from the date of the order.
- 5.2. Delivery is at the expenses and risk of the supplier. Supplier shall be responsible for sufficient transport insurance at his own expenses and pay any customs duties. In addition, the supplier shall pack the goods at its own expense as customary in business, and adequately protect them against transport damage.
- 5.3. Deliveries are deemed fulfilled if the respective goods lawfully transfers into Sandoz's possession at the agreed place and time of delivery together with any and all agreed upon, and reasonably expected documentation (including invoices, certificates of origin, shipment documents, certificates of analysis and any other documents which must be supplied under applicable rules regarding Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP)). Upon delivery completion, risk shall transfer to Sandoz. Any partial delivery requires Sandoz's prior written consent.
- 5.4. The delivery times and dates specified in the order are fixed dates and are calculated from the day the order is concluded. If the supplier cannot deliver the ordered goods within the agreed periods or on the agreed upon dates, or expects that this shall not be possible, the supplier shall notify Sandoz in writing of the reasons and the expected duration of the delay. In case of a (total or partial) delay in delivery, Sandoz is entitled to
- (a) withdraw from the delayed order in full or in part without setting a grace period and refuse acceptance of the goods.
  - (b) accept the delayed order, granting supplier an appropriate grace period, and demand or withhold a contractual penalty in the amount of 1% of the agreed price per day of delay;
  - (c) cover any urgent need for goods by entering into a respective contract with third parties (covering purchase), supplier shall bear any additional costs incurred.
- 5.5. During any assembly work on Sandoz premises, supplier shall at all times comply with Sandoz's safety rules and all applicable legal provisions.
- 5.6. If part of the order, or the order in its entirety is performed by a third party, supplier shall be fully liable for defects or defaults on the part of its suppliers or other vicarious agents, as it would for its own defects or default. Sandoz must grant its written consent prior to the appointment of any such third party.
- 5.7. Ownership of the goods shall be transferred to Sandoz unconditionally and regardless of the payment of the price. In particular, this excludes all forms of simple, extended or prolonged retention of title. Any title which may be lawfully retained by supplier expires upon payment for the goods delivered to Sandoz and shall apply only to such goods.
- 5.8. Each individual shipment and each individual package shall be labelled in accordance with applicable law and shall especially contain
- 1. Sandoz order number (the order number shall also appear on all invoices and delivery documentation)
  - 2. Detailed description of the contents
  - 3. Quality specifics
  - 4. Batch number and manufacturing details
  - 5. Net weight
  - 6. Name of the manufacturer / supplier

## 6 REPRESENTATIONS AND LIABILITY

- 6.1. Supplier represents and warrants that all delivered goods
- (a) have been manufactured in accordance with all applicable provisions (including GMP and/or GDP, if applicable), statutory regulations and requirements outlined by authorities and professional associations, as well as Sandoz's standards;
  - (b) are state of the art;
  - (c) are free from defects; and
  - (d) comply with all specifications and all standards that have been explicitly laid down in offers, invoices or individual agreements with Sandoz, or that – if not agreed – conform with the typical market standards.
- 6.2. In case the delivered goods are defective, supplier shall, at the sole option of Sandoz, either immediately replace the defective goods at no cost to Sandoz, refund Sandoz the price paid for the defective products or repair

them as soon as technically possible and, at the latest within 10 working days from the defect notice, restore the agreed state free from defects or refund all payments made with respect to the delivery of such goods immediately and without deduction. Sandoz may also annul the agreement immediately (redhibition). In cases of urgency Sandoz retains the right to have such goods revised by itself or by third parties or to have replacements shipped by third parties at the expense of supplier (substitute performance, Ersatzvornahme).

- 6.3. Apparent defects of the delivered goods shall be notified by Sandoz within 60 calendar days of receipt of the goods, all other latent defects within 60 calendar days of their discovery. The payment of invoices by Sandoz shall not be qualified as unconditional acceptance of the goods.
- 6.4. Supplier shall indemnify and hold Sandoz fully harmless for all damages (including all consequential damages as well as loss of profits) which are connected to defect goods, defect labelling or late delivery (including the accompanying documentation and costs for return delivery of the goods) and shall be fully liable in this respect.
- 6.5. Supplier represents and warrants that the production, import, storage, sale or use of the delivered goods does not infringe any third-party rights, particularly industrial property rights such as trademark, design and patent rights and other intellectual property rights. The supplier shall indemnify and hold Sandoz fully harmless in case third parties raise claims based on the alleged infringement of their rights in connection with the goods delivered by the supplier.
- 6.6. Sandoz's liability vis-à-vis supplier shall, as far as legally permissible, be excluded.

## 7 DATA PROTECTION

- 7.1. Supplier shall ensure that all employees and contractors engaged for the performance of the contract shall comply with the statutory data protection provisions.
- 7.2. Supplier shall deploy, for the performance of its services, only such personnel who have been committed in writing to maintain confidentiality of any personal data. Supplier shall provide evidence of this upon Sandoz's request.
- 7.3. Supplier shall ensure that Sandoz is informed about all circumstances which Sandoz must be aware of for data protection or confidentiality reasons. In particular supplier shall inform Sandoz immediately of any data security and data privacy breach in writing. Further supplier shall inform Sandoz immediately of any request regarding access, rectify or erasure of its personal data. In case supplier is obliged to disclose the personal data by virtue of an order of a competent authority or a court, it shall, where permissible, inform Sandoz in writing as soon as possible about any such disclosure order.

Sandoz shall be entitled to terminate the Agreement for good cause and with immediate effect partially or in its entirety, in the event that supplier does not fulfil its data protection obligations within a reasonable period of time set by Sandoz, or in the event of supplier's grossly negligent or willful breach of its data protection obligations.

- 7.4. Supplier undertakes to keep all information and documents provided to him by Sandoz confidential. Excluded from this is information and documents that are publicly known or made public without supplier's assistance.

## 8 GOVERNING LAW AND JURISDICTION

- 8.1. The validity, interpretation, execution, amendment and termination of this PO and our agreement and the settlement of disputes connected thereto shall be governed by the laws of Switzerland, excluding its rules concerning the conflict of laws. Furthermore, the application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 8.2. Any dispute, controversy or claim arising out of, or in relation to, this PO and our agreement, including the validity, invalidity, breach or termination thereof, shall be exclusively submitted to competent courts of Basel-Stadt, Switzerland, without restricting any rights of appeal.

**Sandoz AG**, a company organized and existing under the laws of Switzerland whose registered office is Lichtstrasse 35, CH-4056 Basel