

1. Scope. The terms and conditions ("Ts & Cs") herein of this Purchase Order ("PO") shall govern and apply to the contractual relations between the SUPPLIER and any BI legal entity within the SEASK Region, subject to the provisions of the specific terms of this PO.

Where BI does not receive a confirmation (written or otherwise) from the SUPPLIER, the Ts & Cs of this PO shall be deemed to have been accepted by the SUPPLIER five (5) business days after. BI will not be bound by any standard, oral, or printed terms or any other terms whatsoever provided by the SUPPLIER in any of its documents or otherwise unless the SUPPLIER specifically states in writing, separately and distinct from such terms that it intends such terms to apply and BI by an Authorized Signatory confirms its acceptance in writing to the SUPPLIER.

This T&Cs do not apply to agreements which have been entered into by BI by way of a customized agreement which specifically excludes the applicability of this PO Ts & Cs.

2. Delivery - Acceptance of delivery. The contractual delivery date shall be when the goods and/or services have arrived and been unloaded and/or performed at the delivery address specified in the PO. The effective delivery date is the date stamped by the receiving agent of the goods on the delivery docket, duly signed by one of its authorized representatives. Risks in the goods shall pass to BI upon delivery.

If any of the Services or Goods do not comply with any term of this PO in the reasonable opinion of BI, including quantity, quality or description, or as appropriate with the Purchase Order, BI shall be entitled to reject those Services or Goods at any time after delivery or completion irrespective of whether BI has accepted them or made payment for them.

BI reserves the right to cancel the Services or Goods on account of late delivery.

If the SUPPLIER does not complete the Services or any part thereof within the time specified in this Purchase Order, BI shall be entitled to terminate the Services forthwith, complete the Services to the same or similar description to make good such default and recover from the SUPPLIER the amount by which the cost of obtaining such replacement Services exceed the price which would have been payable to the SUPPLIER in respect of the Services so replaced without prejudice to any other remedy at law.

3. Lead-times - Liquidated Damages. Subject to BI's right to exercise a cancellation in event of a late delivery, which are not attributable to an event of force majeure or to BI's negligence, the SUPPLIER shall pay liquidated damages for delay calculated on the total amount of the PO at a rate of 1% per calendar day of delay.

4. Modifications/Variation of PO. At any time during performance, BI reserves the right to change the volumes and/or the nature of the Supplies, services or works which are the subject of the PO, without the SUPPLIER being entitled to claim any indemnity on these grounds nor to change the unitary prices decided upon pursuant to the basic Order. The conditions under which such an addendum shall be considered as having been accepted are those set forth hereinabove. Where applicable, the addendum shall specify the new contractual delivery/ acceptance dates.

5. Transfer of risks. Notwithstanding any verification work or acceptance procedure in the SUPPLIER's premises, the transfer of risks takes place upon delivery of the supplies to the designated location or upon receipt by an authorized BI representative. If an acceptance procedure is provided for, the SUPPLIER nevertheless continues to bear the inherent risks affecting the Supply until BI issues an acceptance statement without reservations. In all cases, the Supply is transported at the SUPPLIER's risk.

6. Packaging and documentation. The Supply is delivered with the packaging required for its warehousing and due and proper preservation. Unless otherwise provided for, the packaging is not subject to a deposit but, if this is the case, it shall be returned at the SUPPLIER's expense. The Supply is delivered together with the documentation required for its use, maintenance and upkeep.

7. Verification. The SUPPLIER is responsible for verifying and certifying, under its responsibility, the compliance of the Supply with the conditions applicable to it under BI's specifications with which the SUPPLIER hereby represents that it is perfectly familiar. Under no circumstance shall the verification work carried-out by BI prior to, during or subsequent to delivery / acceptance discharge the SUPPLIER from this obligation.

8. Shipping. At the same time as any shipping of the Supply, the SUPPLIER shall send to BI, by mail, a copy of the dispatch note mentioning the references and date of the PO, the number of parcels and an exact description of the shipped Supplies. The INCO terms (e.g. Ex work, FOB, CNF, CIF, DDP, etc.) and the shipping method information air, sea) shall also be provided by the Supplier to BI whenever applicable.

9. Rejection. In accordance with the above sub-clause on non-conformity and rejection of goods/service by BI all Supplies or Goods having been rejected and shall be returned to the SUPPLIER at its expense and risk.

10. Invoicing / Payment Procedure

10.1 Payment for the Services and/or Goods and agreed expenses shall be made in arrears against an agreed invoice submitted by the SUPPLIER. Unless, explicitly described in an Agreement or in this PO, the payment will be made by BI within ninety (90) days of the date of issue of such invoice. All invoices must contain the following information:

- the amount due, net of Value Added Tax (VAT) (if applicable);
- the amount of VAT payable (if applicable);
- the rate of VAT chargeable (if applicable);
- any further information required to ensure the invoice is a valid VAT invoice (if applicable); a valid purchase order number issued by BI;
- itemized receipts and copies of pass through costs, and
- the name of the SUPPLIER's contact at BI.

10.2 BI will be entitled to return any invoice and withhold payment of the Service Fee and/or any other amounts charged by the SUPPLIER to BI until an invoice complying with the requirements of this Section is presented to it.

11. Prices and terms of payment. The prices mentioned in the PO are firm and non-revisable and are understood as being carriage paid and inclusive of packaging expenses.

Subject to clause 10 above, payment terms are as stated in the PO. In the absence of provisions to the contrary in the PO, payments shall be made by issuing a check or by bank transfer. Debit notes issued by BI shall be automatically deducted from payments subject to BI having received the corresponding invoice.

12. Assignment. The Ts & Cs of this PO may not be assigned or otherwise transferred, nor may any right or obligation under be assigned or transferred, by the SUPPLIER without the consent of BI.

BI may, without such consent, assign this PO and its rights and obligations hereunder to (i) an affiliate or (ii) to any 3rd party or (iii) a successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or a substantial portion of the business to which this PO relates. If applicable law should require SUPPLIER's consent to such a transfer, such consent shall be deemed given. Any attempted assignment not in accordance with this Section shall be void. Any permitted assignee shall assume all assigned obligations of its assignor under this PO.

13. Warranty & Representation

13.1 To the extent that the Service comprises goods, they shall be of satisfactory quality and free from defects in material or workmanship and the SUPPLIER will provide the Service to BI in accordance with all applicable laws, regulations, orders, governmental requirements and industry guidelines.

13.2 The SUPPLIER warrants to BI that it has sufficient resources, staff, experience and expertise to carry out the Services or supply the goods to the required standard and that it will take all proper and reasonable care and will be diligent in performing its obligations under the PO.

13.3 BI may at all reasonable times during manufacture, inspect on the SUPPLIER's premises, the manufacture and workmanship of all goods to be supplied by the SUPPLIER, and, if any item is being manufactured on other premises, the SUPPLIER shall obtain for BI permission to inspect and shall give to BI reasonable notice of the dates on and the place which the goods will be ready for testing and shall, at the SUPPLIER's own cost give BI all assistance (by supply of labour, materials and power or otherwise) as may be reasonably necessary to carry out the inspection and/or testing effectively. Such inspection or testing shall not relieve the SUPPLIER from his obligations under the PO.

Where such a defect is notified to the SUPPLIER by BI affecting the Service or Supply of Goods, the SUPPLIER undertakes to rectify, repair or replace the Supply/Services in its environment at its own expense (including any staff travel, dismantling / reassembly expenses) so that the latter operates in full compliance with the provisions of the PO and the use for which it is intended.

Any service furnished and/or any item/goods replaced/ rectified/ repaired under this warranty are themselves guaranteed for 12 months under the abovementioned conditions. Only the items / services with a normal lifecycle of less than 12 consecutive months are excluded from the scope of this operational warranty.

14. Intellectual property

14.1 All right to and interest in BI's Background IP (as defined below) shall remain vested solely with BI and no right or interest therein is transferred or granted to the SUPPLIER under this PO or any Agreement relating to this PO or through the performance of activities except as set forth in the PO. "Background IP" when used in this Ts & Cs shall mean any intellectual property held or controlled by BI and provided to SUPPLIER for the use in the Services that was developed (i) prior to the Services or (ii) independently outside the scope of the Services.

14.2 Any other Foreground IP (as defined below) created in the course of delivering the Goods and/or Services shall be owned by BI. Where any third party (including but not limited to an assistant or contractor) is involved in the Services, SUPPLIER shall ensure that such third party assigns any intellectual property rights that he/she/it may have in the inventions to SUPPLIER in order to be able to give full effect to this Section. "Foreground IP" when used in this PO shall mean any intellectual property developed in relation to the Goods and/or in the course of the Services.

14.3 The SUPPLIER agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, BI's company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, picture, or deliverables arising out of the Services without the prior written consent of BI, which consent may be withheld at its absolute discretion.

15. Liability and Indemnity

15.1 The SUPPLIER shall indemnify BI against all liabilities, costs, expenses, damages and losses (including legal fees and expenses) incurred by BI arising out of or in connection with:

- any claim made against BI for actual or alleged infringement of a third party's intellectual property rights or other rights arising out of, or in connection with, the supply of Goods or use of the Service; and
- any claim made against BI by a third party arising out of, or in connection with, the supply of Goods/Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this PO by the SUPPLIER, its agents or subcontractors.

15.2 To the fullest extent permissible by law, BI shall not be liable for loss of revenue, business contract, anticipated savings, profits, data or information, damage to property, or any indirect or consequential loss howsoever arising whether from negligence, breach of contract or otherwise.

16. Confidentiality. The SUPPLIER undertakes that it shall keep BI Information confidential (only disclosing this to those of its employees as is required to perform the Services) and not disclose this to any third party without BI's prior written consent, it shall only use the BI Information for the purpose of performing the Services and shall return all BI Information to BI upon BI's written request. The obligations of confidentiality set out in herein shall not extend to: information which is or comes into the public domain (other than through the SUPPLIER's default); information which the SUPPLIER learns or has learned from a third party acting in good faith; or any disclosure required by any governmental or other competent authority

provided that the SUPPLIER promptly notifies BI and acts reasonably with BI to limit such disclosure. The SUPPLIER shall indemnify BI in respect of any loss suffered by BI (or as the case may be its affiliates) in respect of any breach of this clause by ii or its affiliates' employees or agents' sub-contractors.

17. Insurance. At Bi's first request, the SUPPLIER undertakes to provide ii with a copy of its insurance policies and/or any certificate to be issued by its insurance companies, and to take-out with the latter, at SUPPLIER's expense, any additional insurance cover which BI may consider to be reasonably necessary in light of the risks relating to performance of the PO.

18. Termination

18.1 BI may terminate this PO at any time on giving thirty (30) days written notice to the SUPPLIER.

18.2 If the SUPPLIER ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets or becomes subject to any proceedings in bankruptcy or for the protection of the rights of its creditors BI may terminate this PO with immediate effect and shall be entitled to the immediate return of any monies advanced as partial payment.

18.3 Termination hereof does not affect the accrued rights and liabilities of the Parties or the enforceability of Ts & Cs herein that remain in force after its termination by their nature.

18.4 Following the termination of this PO, the SUPPLIER must immediately return to BI or destroy at Bi's request all the property in its possession or under its control that belongs to BI and its group companies and all copies of any materials and records of any kind that are in its possession or under its control (and in any medium) that contain any part of Bi's confidential information except that the BI may retain a copy of any confidential information that it reasonably requires for its accounting purposes or to comply with any applicable laws.

18.5 On termination for any reason, BI shall owe to the SUPPLIER no further obligation other than to pay for such Services or Goods as have been properly completed or provided in accordance herewith. Partial payment for incomplete Service shall be at the absolute discretion of BI.

19. Disputes - Governing law. The Ts & Cs of this PO is governed by law of the country where BI legal entity is located and has issued this PO.

All disputes arising out of or in connection with this PO which is not amicably settled within THIRTY (30) days of such dispute arising, shall be finally settled by the competent court wherein the BI legal entity is located

20. Audit. During the term of this Agreement and for a period of 1 year thereafter, BI or its appointed representative shall have the right to audit the SUPPLIER's records and processes relating to the manufacturing and invoicing of the Supply to ensure that these terms are complied with. The SUPPLIER shall cooperate with BI and its appointed representative and grant them access.

21. Miscellaneous

21.1 The SUPPLIER shall undertake the following requirements:

- (a) Advise BI of any shortage or delay in shipping date
- (b) Indicate the reference PO Number and the Item Description in the Invoices and Delivery Receipts
- (c) Submit the original invoice together with a copy of the PO to Bi's Accounting Department
- (d) Certificate of Analysis (COA) and Certificate of Origin (COO) must be attached on the goods delivery for purchases of raw materials or whenever applicable

21.2 Supplementary conditions:

- (a) The items, quantities and amounts in the invoiced shall be consistent with the PO. BI may return any unauthorized deliveries from the SUPPLIER in reference to the PO at the latter's sole expense.
- (b) All raw and packaging materials to be used in manufacturing are subject to approval by Bi's designated quality control laboratory before any payment be made.
- (c) Goods delivered not in accordance with specifications agreed upon and not accepted by the requesting party or designated quality control laboratory may be returned to the SUPPLIER at the SUPPLIER's expense. Rejected printed materials shall not be returned to the SUPPLIER, but shall be destroyed in Bi's premises after obtaining the SUPPLIER's consent.
- (d) Invoices presented by the SUPPLIER for payment after one year from date of delivery may not be paid by BI.
- (e) Unless otherwise specified in writing, this PO is valid and effective for 60 calendar days from date of issue.
- (f) BI may, at its option and without prejudice to any of its rights, cancel any undelivered material in the event of breach of any of the terms and conditions of the PO by SUPPLIER.
- (g) No delivery shall be paid by BI unless original and proper invoices of the related PO are submitted.

21.3 The parties agree that documents all and any documents under the Agreement / PO shall, to the extent possible, be transmitted electronically. This relates particularly but not limited to purchase orders of the Service Provider but also to content solutions (for example catalogues, etc.), information, documentation and written results that are provided by the Service Provider under this Agreement. BI shall provide reasonable instructions to the Service Provider relating to the transmission of documents, in particular, the use of specific internet platforms and software systems, such as SAP Ariba. BI shall have the right to reject any document not delivered in accordance with Bi's instructions. Binding deadlines for the submission of documents are only met if the relevant document was received by BI in the prescribed form, within the deadline.

22. Anti -Bribery and Anti -Corruption (ABAC)

22.1 The SUPPLIER shall not offer bribes, unlawful advantages, nor shall accept bribes or unlawful advantages, be ii in transactions with authorities/ officials or in commercial transactions. Corruption cannot be justified by allegedly serving Bi's business interests.

22.2 The SUPPLIER is primarily responsible for compliance with the BI Anti-Corruption & Anti Bribery Policy ("BI ABAC Policy") (responsibility for own actions and omissions). Furthermore, depending on the circumstances in each specific case, the SUPPLIER shall be held responsible for any non-compliance committed by its direct and/or indirect employees and sub-SUPPLIERS.

22.3 In accordance with the regulations set forth in the BI Code of Conduct, any violations discovered / known and/or potential violations of the BI ABAC reasonably suspected shall be reported in own initiative by the SUPPLIER to BI without delay. Where the SUPPLIER conceals violations from BI, this may suggest that the SUPPLIER is also involved in the act of corruption. Beside potential prosecution by criminal authorities, violation of the BI ABAC may have internal consequences under trade law including instant termination of PO or any form of agreement with the SUPPLIER.

23. Supplier Code of Conduct. To reinforce the standards to which BI is committed, the SUPPLIER Code of Conduct has been developed and founded to express the expectations for how business shall be conducted between BI employees and its SUPPLIERS. The SUPPLIER is expected to access, read, understand and comply this SUPPLIER Code of Conduct that can be found in the BI corporate webpage:

<https://www.boehringer-ingenheim.com/sustainability/supplier-code-conduct/supplier-code-conduct-download>

24. Data Privacy

24.1 The Parties will use personal data in accordance with applicable country laws where the BI legal entity is located.

24.2 The Parties represent and warrant that in the event that either Party provides personal data to the other Party, including, without limitation, any individually identifiable health information, the Party providing the personal data represents and warrants that it has obtained all necessary consents, approvals and authorisations to provide the personal data to the receiving Party, and ii is not violating any laws, rules or regulations, or the rights of any individual or entity, by providing such personal data. Upon request by the receiving Party, the providing Party shall provide documentation of any applicable consents, approvals and authorizations.

24.3 No personal data, other than the personal data necessary for the SUPPLIER to carry out the Service here-under, shall be provided by the SUPPLIER to BI under this PO.

25. FORCE MAJEURE

25.1 Notwithstanding any other term & condition of this PO, neither Party shall be deemed to be in breach of this PO, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this PO, to the extent that the delay or non-performance is due to any Force Majeure event of which it has notified the other Party.

If either Party is affected by a Force Majeure event it shall promptly notify the other Party of the nature and extent of the circumstances in question.

25.2 A Force Majeure event shall be deemed to include any event(s) (or combination of events) adversely and substantially affecting the ability of either party to perform its obligations under this PO where such event arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party and shall include but not limited to;

- (a) strikes, lockouts, or other industrial action taken by the employees of either party or of any third party (whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees responsible for such action);
- (b) civil commotion, embargo, governmental legislation or regulation, riot, invasion, war, threat of or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; and
- (d) widespread outbreak of infectious or contagious diseases, viruses, illnesses which may or may not result in local quarantine measures or travel restrictions

---o0o---