

## 1. General Scope

All purchase orders by Janssen-Cilag GmbH Neuss (hereinafter: Buyer) will be placed subject to these Standard Procurement Terms and Conditions as well as the Johnson & Johnson Responsibility Standards for Suppliers (available at: <https://www.jnj.com/partners/responsibility-standards-for-suppliers>). Unless agreed otherwise, the following elements shall be an integral part of the Standard Procurement Terms and Conditions: (1) the FSA Code for Interactions with Health-Care Professionals: for all activities involving advertising for drugs or in which the Supplier collaborates with health-care professionals or pharmacists; (2) the FSA Code for Interactions with Patients Organisations, the Janssen-Cilag Principles of Collaboration with Patients, Self-Help Groups, Patient Organisations as well as associations of patients relatives, for all activities performed in collaboration with organisations concerned with patient self-help; (3) the Standard Terms and Conditions for Commissioned Data Processing: for all activities in which personal data are processed by third-party contractors; and (4) and the Buyer's Guidelines Governing Youth Labour. Any different terms and conditions stipulated by the Supplier shall not be part of the contract, even if the Buyer did not explicitly object to them. In the event that the Buyer accepts deliveries/services without an explicit objection, the Supplier may in no case infer from such acceptance that the Buyer recognises the Supplier's terms of delivery or standard business terms and conditions. Janssen-Cilag GmbH's Standard Procurement Terms and Conditions shall be applicable to all current and future business relations with the Supplier. They are available in their current version on Janssen-Cilag's website at <http://www.janssen-cilag.de>, link to "Procurement and Sales Terms and Conditions". By accepting a purchase order from the Buyer, the Supplier accepts the Standard Procurement Terms and Conditions of Janssen-Cilag GmbH.

In the event that one or more of the terms of this contract should be invalid or void or become invalid or void, such invalidity or nullity shall not affect the validity of the other terms of this contract. The parties agree to replace invalid or void contractual terms with new terms that provide legally acceptable regulation of the economic interests contained in the invalid or void terms. The same rule shall apply if the contract is found to be incomplete.

Only such orders from Buyer shall be legally binding that are issued in text form (eg transmitted by electronic communication) and placed exclusively by his authorised personnel. In order to be legally valid, any purchase orders submitted verbally or by telephone must be acknowledged by subsequent confirmation in text form. The same rule shall apply in case of orally agreed supplements or amendments to the contract. The increase or decrease of delivery quantities shall also be subject to separate agreement in text form.

Order confirmations differing from the purchase orders the Buyer placed shall be considered new quotations and require explicit acceptance in text form from the Buyer. In case there is no such acceptance and the Supplier delivers the goods / services anyway, the Buyer shall accept the delivery only on the terms of the purchase order he originally placed.

No compensation shall be paid for the submission of business quotations. The submission of business quotations does not carry the right of receiving the related purchase order.

## 2. Secrecy – Publication

The Supplier shall keep strictly confidential any business and trade secrets, manufacturing procedures or other business or company secrets of which he may gain knowledge during his business relations with the Buyer. This obligation to maintain strict secrecy shall extend beyond the termination of contract. This obligation to maintain strict secrecy shall also apply to third-party business and trade secrets of which the Supplier may gain knowledge as a result of his business relations with the Buyer. The Supplier shall oblige his employees to maintain secrecy in like manner. Publications by the Supplier that refer to contractually agreed deliveries / services or are related to such contractually agreed deliveries / services shall be subject to the Buyer's prior written approval. Where the Supplier's publication does not conflict with the Buyer's interests, the Buyer shall not unreasonably refuse his approval.

## 3. Sub-Contractors

If the Supplier wishes to employ sub-contractors, he must obtain the Buyer's prior approval in text form. In case the Buyer consents to the employment of sub-contractors, the Supplier shall ensure that all sub-contracts originating from the Agreement between Buyer and Supplier are of such a nature as to enable the Supplier to fulfil his contractual obligations to the Buyer without restrictions.

## 4. Prices - Shipping - Packaging

All agreed prices must be quoted in EUROS plus VAT at the statutory rate.

Quoted prices must include all costs for packaging, shipping and delivery to delivery address or place of performance stated by the Buyer.

The pricing method shall not affect the agreed place of performance. All documents (eg delivery notes, service vouchers, invoices, and all

correspondence) must state the Buyer's Purchase Order Number.

Shipping risks shall lie exclusively with the Supplier. The Supplier shall carry all risks of deterioration including accidental loss until the goods / services have been delivered to the delivery address or other place of performance stated by the Buyer. Delivery hours shall be stated in the related purchase order.

## Wooden-Pallet Clause

This clause shall apply to all products and/or materials that are shipped on wooden pallets to the Buyer or to sites approved by him. In the countries from which the lumber for the wooden pallets was sourced the treatment of wood with any form of halophenol-based chemicals (including but not limited to 2, 4, 6 trichlorophenol, 2, 4, 6 tribromophenol, any tetrachlorophenols, any tetrabromophenols and pentachlorophenol) must be prohibited. Wooden pallets must have been heat treated only, in accordance with the Heat Treatment standards set forth in the International Standards for Phytosanitary Measures Publication No. 15, 2009 Revised version ("ISPM 15"). Furthermore, the sourced lumber or finished pallets must not be shipped or stored together with pallets or materials that contain the chemicals mentioned above. Although the ISPM 15 currently permit the use of methyl bromide, the use of pallets sterilised with methyl bromide is also prohibited. All wood pallets must be labelled with the HT mark in accordance with the ISPM 15, Annex II. This requirement shall be effective immediately. Non-compliance with these requirements may lead to rejection of shipments at Supplier's expense.

When a service is to be rendered at the Buyer's premises, the Supplier shall comply with the Buyer's work regulations and related security instructions.

## 5. Invoicing Address - Payment

The Supplier shall issue an invoice upon full delivery of the goods or services. Any digression from this procedure must be agreed in text form between Supplier and Buyer.

The Supplier shall submit his invoice in electronic form, at no additional cost to Buyer. Electronic invoice can be transmitted via the Buyer's supplier portal [[www.jnjgbs.com](http://www.jnjgbs.com)] or the Tungsten Portal [[www.tungsten-network.com](http://www.tungsten-network.com)]. In accordance with the requirements of a purchase order, invoices shall not be processed unless they state the corresponding purchase order number; in the event of non-compliance, the Supplier shall bear full responsibility for the consequences, unless he provides proof that he cannot be held accountable.

Unless explicitly agreed otherwise, payment is effected without deductions by electronic funds transfer at the earliest possible payment date (twice every month) within 45 days of receiving the invoice. If the Buyer fails to meet the payment due date through fault on his part, the Supplier shall have the right to request a late payment fee amounting to the European Central Bank's basic interest rate + five percentage points for the period of default, unless the Buyer can prove that the damage incurred by the Supplier is lower than that.

## 6. Delivery Dates for Goods/Services, Delayed Delivery of Goods/Services, Force Majeure

The delivery date stated in the purchase order is binding. Observance of the delivery date or delivery deadline for goods shall be based on the date of delivery at the premises or other place of performance stated by the Buyer, or on the timely provision of goods for acceptance. Where the Buyer has ordered custom software such as websites or apps, the Supplier shall not hand over the source code until the Buyer requests him to do so.

If the Supplier realises that he cannot meet the agreed delivery date, he must immediately inform the Buyer at least in text form, stating the reasons for the delay and its expected duration.

The Supplier shall be liable to pay for any direct and indirect damages the Buyer incurs from delayed delivery. By accepting a delayed delivery of goods or services under a contract, the Buyer shall not waive his right to claim damages.

In the event the Supplier defaults on the agreed delivery date or deadline and the Buyer grants an additional delivery deadline of reasonable length during which the Supplier fails delivery again, the Buyer shall be entitled to either claim damages from the Supplier or cancel the contract instead of accepting the delivery of goods/services.

Cancellation of the contract shall not exclude the Buyer's right to claim damages. The above-mentioned rights of the Buyer shall not be excluded by the Buyer's previous, unconditional acceptance of delayed goods or services. The Supplier may claim lack of necessary documents to be provided by the Buyer only if he sent the Buyer at least a reminder in text form requesting the required documents and did not receive them immediately after his reminder. Force Majeure and Labour Disputes shall relieve both parties of their contractual duties for the duration of the disturbance and to the extent their business operations are affected. In accordance with the principle of good faith, the parties to the contract agree to immediately provide all necessary information to each other and adapt the fulfilment of their duties to the changed situation within reasonable bounds.

The Buyer shall have the right to reject the delivered goods or services in part or in full, thereby effectively cancelling the purchase contract, if the goods or services he ordered are delayed by Force Majeure or Labour Disputes to such

an extent as to render the ordered goods or services economically useless. The Buyer will accept partial deliveries only if partial deliveries have been expressly agreed. Where partial deliveries have been agreed, the outstanding quantity to be delivered must be stated in the related documents.

#### 7. Obligations of the Buyer

The Buyer shall make available to the Supplier any information and documents the latter needs to fulfil his contractual obligations, unless such information and documents disclose any of the Buyer's business secrets.

#### 8. Return of Documents

Any documents that the Buyer has made available to the Supplier in order to facilitate delivery of the goods or services under this contract shall be duly stored by the Supplier. In doing so, the Supplier shall ensure that such documents are not accessible to third parties. Upon the Buyer's request and subject to urgent business requirements, the Supplier shall return any documents provided or created for the purpose of fulfilling his contractual obligations during the term of the contract. After termination of the contract, the Supplier shall either return or, upon the Buyer's request, duly destroy the records and documents that accumulated during his business relations with the Buyer. In that case, the Supplier shall send the Buyer a written confirmation that the documents and records have been duly destroyed.

#### 9. Warranty

The Supplier guarantees that all delivered goods / services are of the agreed quality, meet the current level of technology, and that said goods / services comply with any applicable legal regulations, with the regulations and guidelines set forth by government authorities, and with industry and trade associations as well as any quality assurance agreements that may have been made.

Where it is necessary in individual cases to digress from these provisions, the Supplier must obtain the Buyer's consent in text form. Such consent shall not limit the Supplier's obligation to provide warranty.

In case the Supplier has concerns about filling an order in the manner desired by the Buyer, he must immediately inform the Buyer of his concerns in text form.

In case the Supplier fails to fulfil the Buyer's warranty claims within a reasonable period set by the Buyer, the Buyer shall have the right to take remedial action, or engage a third party to take remedial action, at Supplier's risk and expense and without cancelling the Supplier's obligation to grant warranty. In urgent cases and specifically when necessary to avert imminent danger or major damage, the Buyer shall have the right to rectify defects himself, or engage a third party to do so, at the Supplier's expense, if the Supplier fails to start rectifying a defect immediately upon the Buyer's rectification request.

Unless explicitly agreed otherwise by the Parties, the minimum period of warranty shall be 2 years. The period of warranty shall commence on the date the ordered article is delivered to the Buyer or to a third party indicated by the Buyer at the premises or place of use indicated by the Buyer. For goods/services that are subject to acceptance under a contract, the warranty period shall commence on the date of acceptance as stated on the Buyer's acceptance certificate. In case acceptance is delayed - without any fault on the Supplier's part - beyond the period for acceptance defined in the contract, the period of warranty shall be 1 year after expiry of the acceptance period.

For delivered items that had to be taken out of service during identification and/or rectification of a defect, the applicable warranty period shall be extended by the duration of the service interruption.

When raising a notification of defect during the warranty period, any related warranty claims shall fall under statute of limitation within six months of raising the notification, but not expire before the warranty period has expired.

#### 10. Liability

The Supplier shall be liable for any damages or injuries caused through fault on his part, that of his employees or persons employed by him in the performance of his obligations.

Regardless of the cause in law, the Buyer shall be liable for damages only if he, his legal representatives, employees or persons employed by him in the performance of his obligations are found guilty of intent or gross negligence. The preceding regulation shall not affect claims for damages resulting from injuries to life, limb or health or violation of essential contractual obligations, ie such obligations whose correct fulfilment is prerequisite to fulfilling the contract and which the Supplier is expected or can be expected to adhere to at all times. The Buyer shall ensure with the same diligence he usually employs in his own affairs that all documents and information he provides to the Supplier to facilitate the Supplier's fulfilment of his contractual duties are accurate.

#### 11. Rights of Use – Protected Privileges

The Buyer shall acquire the exclusive and unlimited Right of Use for all transferable and copyrightable works and services which the Supplier creates

in filling the related order, specifically any Right of Use, Modification, Publication and Cinematographic Adaptation concerning the goods/services delivered under this contract, including any conceivable legal rights to ideas, drafts and designs.

The Buyer's exclusive Right of Use, unlimited by time and place, shall continue to exist even beyond the termination of contract; the Supplier herewith declares in advance his general consent to the transfer of any rights created by him. Said consent shall include the transfer of such rights to a third party.

#### 12. Protected Privileges – Passing of Risk - Ownership

The Supplier shall guarantee that, according to his knowledge, all delivered goods / services are unencumbered by protected third-party privileges. Specifically, the Supplier shall guarantee that the delivery and use of the goods / services does not infringe upon patents, licences or any other protected privileges held by a third party.

In case a third party puts forward claims arising from potential violations of protected privileges against the Buyer, the Supplier shall indemnify the Buyer from such claims. If necessary, the Supplier shall support the Buyer in his defence to the extent permitted by law.

Depending on the Supplier's choice, the Buyer shall have the right to obtain, at the Supplier's expense, permission from the entitled party to use the goods / services in question, or to return said goods / services to the Supplier subject to reimbursement of the price.

Any risks shall pass to the Buyer after complete and faultless delivery of the goods at the place of performance or after the Buyer has accepted said goods. The Supplier herewith assures the Buyer that the delivered goods are not subject to extended reservation of title of ownership held by a third party, unless the Supplier names the third party holding such title of ownership of goods at the signing of the contract with the Buyer

#### 13. Data Privacy Information

Information concerning Data Privacy is available at <https://de.inform.janssenpro.eu/datenschutz>.

#### 14. Final Clauses

In the event Buyer and Supplier signed a written agreement, the terms and conditions of this written agreement shall have precedence over the terms of these Standard Procurement Terms and Conditions.

Unless explicitly agreed otherwise by the involved parties, the place of delivery or performance shall be the delivery address stated by the Buyer; for all other contractual obligations of the two parties the place of performance shall be Neuss (Buyer's registered office).

Place of jurisdiction shall be Neuss. Applicable law shall be German law, UN Purchasing Law shall be excluded.

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