



## **Purchasing Terms and Conditions of A. Menarini Research & Business Service GmbH**

### **1. Scope and Subject Matter**

1.1. The following Purchasing Terms and Conditions are an integral part of all contractual relationships of A. Menarini Research & Business Service GmbH, Glienicke Weg 125, 12489 Berlin, insofar as they exist towards legal or natural persons who are not consumers within the meaning of § 13 para. 1 German Civil Code (hereinafter "**Contractor**"). The delivery of goods or the performance of services on the basis of our orders by the Contractor shall be deemed as acceptance of our following terms and conditions – also applying to any follow-up business dealings. These Terms and Conditions also apply to verbal orders, even if we do not expressly refer to these Terms and Conditions. Other terms and conditions of the Contractor shall not apply.

1.2. The Contractor shall perform those services which the parties have defined and agreed upon (possibly in a detailed description of services). The services to be performed by the Contractor may also be used by the companies of the Menarini Group affiliated with us at no additional cost.

### **2. Prices and Invoices**

2.1. Unless expressly agreed upon otherwise, all price agreements between the parties are understood to be in EURO.

2.2. Unless agreed upon otherwise between the parties, the agreed prices are to be understood as fixed prices and apply free domicile of the customer (DDP Incoterms 2010).

Invoices may not be enclosed with deliveries of goods or acceptance records.

2.3. Invoices shall be sent as single copy to the following address:

A. Menarini Research & Business Service GmbH  
Rechnungswesen  
Glienicke Weg 125  
12489 Berlin  
GERMANY

2.4. Alternatively, the invoice can also be sent by email directly from the Contractor to the email address **invoices@menarini-berlin.de**. The electronic invoice must be attached to the email in **PDF format**. The email may only contain **one** PDF document in its attachment, which must be **unencrypted**. The file name shall not exceed 50 characters.

2.5. If the order number or the order date are missing on the invoice, the invoice will be returned to you unprocessed for completion.

### **3. Payments**

3.1. The term of payment is thirty (30) days from

(i) receipt of the goods or performance of the billed service, and

(ii) receipt of invoice. Payments are always made subject to due contractual performance.

3.2. The Contractor shall only be entitled to claim of a right of retention or to set-off against counterclaims under this contract or other legal relationships between the parties if the claim is uncontested or legally established.

### **4. Shipping Conditions**

4.1. Upon dispatch notification of shipping shall be sent immediately via fax or email, as single copy, to our Logistics Centre as indicated in our order.

4.2. We only accept deliveries of goods from Monday to Friday, excluding public holidays. Air and sea freight shipments must be dispatched in such a way that they do not arrive at their destination on weekends or public holidays.

4.3. Our order number shall be stated on the delivery documents. Containers shall be labelled with company name, preparation name and batch number.

4.4. Our prior consent must be obtained for partial deliveries. Excess deliveries are not permitted. The Contractor shall take such excess deliveries back within two weeks of delivery without any further request. If such deliveries are not taken back within this term, we shall be entitled to return these goods back to the Contractor, at the Contractor's expense and to invoice any storage costs as common in the market for the period in question.

4.5. With the moment of handing over the goods the ownership passes to us.

### **5. Delay**

In the event of delay the rights and obligations of the parties shall be governed by statutory law.

### **6. Right of Withdrawal**

We have the right to withdraw from the contract in accordance with statutory law as well as in the case of price changes.

### **7. Notification of defects, warranty and liability**

7.1. Any notification duties as well as warranty and liability of between the parties shall be governed by statutory law. This shall also apply in the event that we provide materials to the Contractor for the performance of the contract.

7.2. In the case of successive, identical deliveries, the last delivery in accordance with the contract shall be deemed to be the sample for the ordered goods.

### **8. Limitation period**

The limitation period shall be governed by statutory law.

### **9. Confidentiality**

9.1. The parties undertake to keep secret all documents, communications, information and data as well as other representations in writing and graphic (hereinafter referred to as "**Information**") received under the contractual relationship, without limitation, any information derived from that Information and to use the Information exclusively for achieving the purpose of the contract.

9.2. The submitted Information shall remain the inalienable property of the disclosing party. The parties undertake to keep the information secret during the cooperation and for a period of 10 years after termination of the business relationship.

9.3. The above provisions shall not apply to generally known facts or to information which (i) was in possession



of the receiving party at the time of its disclosure, or (ii) is, was or has become part of the public domain by publication or otherwise except by breach of this Section, or (iii) is developed independently and without access to the Information by the Receiving Party or its affiliates, or (iv) was lawfully received from an entitled third party.

9.4. Insofar as confidentiality rules already exist between the parties, these shall prevail.

#### **10. Data protection**

The parties undertake to comply with the relevant applicable data protection regulations and other applicable laws, in particular the provisions of the General Data Protection Regulation (GDPR) and the provisions of the Federal Data Protection Act (BDSG) in the performance of contractual services. The parties are responsible for the lawful handling of personal data which are made available to one party by the other party or its affiliated companies or which a party itself collects to perform contractual services and for safeguarding the rights of the data subjects. Each party is responsible for compliance with the formal data protection requirements (e.g. appointment of a company data protection officer, maintenance of a record of data processing activities).

#### **11. Place of Performance**

Unless agreed upon otherwise, the Contractor and any subcontractors shall perform the services agreed upon in the

service description exclusively in countries of the European Union.

#### **12. Journey/Travel Expenses**

Travel expenses incurred to the Contractor in connection with the performance of the contract will not be reimbursed.

#### **13. Compliance**

13.1. In performing the orders each party represents and warrants to the other party that it will fully comply, in particular, but not limited to, with any applicable anti-corruption legislation in force, including the letter and the spirit of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the Menarini Code of Conduct (available on <http://www.menarini.com/Home/Ethics-and-Compliance>).

13.2. Without limiting the foregoing, either party agrees that it will not, in the conduct of its performance of the orders, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any government official to influence any acts or decisions of such official or to induce such official to use his influence with any government to effect or influence the decision of such government in order to assist the party in its performance of the orders or to benefit either of the parties; (ii) any political party or candidate for public office for such purpose; or (iii) any person if either party knows or has reason to know that such money or thing

of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose.

#### **14. Miscellaneous**

14.1. In any correspondence, we request the use of our order number with the order date.

14.2. Rights and obligations arising from the contractual relationship may not be assigned or transferred to third parties in whole or in part without our prior written consent.

14.3. Documents and other objects such as drawings, tables, samples, models, tools, matrices, drafts provided by us as well as objects manufactured according to our specifications must not be made accessible to third parties without our prior written consent or used in any way than agreed. We reserve all rights, in particular claims to ownership and copyrights. After contractual fulfilment the aforementioned items shall be returned to us upon request and free of charge.

14.4. Amendments and/or additions to these Purchasing Terms and Conditions must be made in writing. This also applies to a waiver of this written form requirement.

14.5. Should any provision of these Purchasing Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In such a case, the parties undertake to replace the void

or ineffective provision with a provision that comes as close as possible to their intention.

14.6. The law of the Federal Republic of Germany shall apply exclusively - as it applies between German nationals - to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980 (UN Convention on Contracts for the International Sale of Goods - CISG).

14.7. The exclusive place of jurisdiction shall be Berlin.