

General terms and conditions of purchase (GCP)

AstraZeneca GmbH, Friesenweg 26, 22763 Hamburg

1. General

The GCP of AstraZeneca GmbH (hereinafter referred to as "AstraZeneca") apply exclusively; deviating from the GCP or conflicting conditions of the contractor are not accepted unless AstraZeneca has expressly agreed to their validity in writing. The GCP also apply if AstraZeneca accepts delivery without reservation in the knowledge of the contractor's terms and conditions that are contrary to or deviate from these GCP.

The GCP only apply to entrepreneurs in the sense of § 14 BGB and also for all future business between AstraZeneca and the contractor.

2. Offers, orders, conclusion of contract

Offers are free of charge and are made by the contractor in the same way as the request, and any deviations from the request must be expressly pointed out. Orders are only binding if AstraZeneca places them in writing.

Each order must be confirmed in writing by the contractor within two weeks from receipt of the order.

The purchase order number (PO no.) is included in the entire correspondence and invoices and provide relevant references. Processing times delayed due to incorrect information are not responsible for AstraZeneca.

The written form within the meaning of the GCP also includes correspondence by fax, e-mail or electronic form.

3. Shipment

The delivery time stated in the order is binding. Delivery is only timely if it is delivered at the location specified by AstraZeneca on the agreed date. The complete handover of all documents, documentation, instructions for use, certificates, etc. is a condition for perfect fulfillment.

The contractor is obliged to notify AstraZeneca immediately in writing if circumstances arise or become apparent to him that the agreed date cannot be met. By default, the contractor is legally required to compensate for all damages caused, unless he proves that he is not responsible for them. AstraZeneca is entitled to claim damages instead of performance after fruitless expiry of a reasonable period of grace. Accepting a late delivery does not mean waiving claims for compensation either. A separately agreed contractual penalty occurs in the event of late or omission of delivery in addition to the above liability regulation.

4. Order execution

When executing an order from AstraZeneca, the contractor acts as an independent entrepreneur at any time and is considered as such and is not considered an employee, representative or customer of AstraZeneca. The contractor is not authorized to assume or justify express or implied obligations or responsibilities on behalf of AstraZeneca, unless expressly approved in writing by AstraZeneca.

5. Shipping and packaging

Goods are delivered free of charge and during AstraZeneca's business hours and — unless otherwise agreed — at AstraZeneca's headquarters. The contractor is obliged to arrange for appropriate (possibly legally required) packaging and declaration. Packaging is included in the price unless otherwise expressly agreed in writing.

6. Payment, prices, other conditions

The payment period begins on the date of proper receipt of the goods or service or receipt of the invoice. The later date is decisive. Payment does not mean recognition of terms or prices and is in no case an acceptance.

All remuneration is 60 days after the provision of the (partial) service, if applicable Submission of the corresponding signed proof of activity and due for payment to AstraZeneca after receipt of the invoice that meets the VAT requirements. Invoices must be stating the order number (PO no.) Item number, item name, if applicable lot number, quantity, project or service description or —titles are

issued twice, this also applies to credits. If a correction of the invoice is required, the payment term starts anew upon receipt of the corrected invoice.

In the event of late payment, AstraZeneca does not exceed statutory default interest as defined by Section 288 (2) German Civil Code owed.

7. Invoicing

Invoices are to be sent in PDF, TIF or JPEG format to the following central e-mail address: APInvoicesDE@astrazeneca.com.

In all cases, the correct invoice recipient must always be listed on the invoice. This means that the correct company name and address of the legal entity must be listed. It is mandatory to always state the delivery/service address on the invoices as follows:

Delivery address: AstraZeneca GmbH, Friesenweg 26, 22763 Hamburg, Germany

Each invoice has the order or order specified by AstraZeneca clearly state PO number. AstraZeneca sends back invoices without this information, unprocessed.

8. Liability, damages, limitation period

Liability for defects is governed by the legal provisions unless otherwise stipulated below.

Defects in the delivery — as soon as they are identified according to the circumstances of a proper business course — are notified to the contractor by AstraZeneca within a reasonable period. In any case, the notification of defects is considered timely if it is made within 14 days of performance or receipt of goods in the event of obvious defects and immediately after their discovery in the event of hidden defects. AstraZeneca dispatch to the contractor is decisive for the timeliness of the notification of defects. Paragraph 377 (5) HGB also applies.

The limitation period for claims due to material or legal defects is 36 months from the date of receipt of the delivery.

The provisions of the delivery recourse (Sections 445a, 445b, 478 BGB) remain unaffected by the above provisions.

AstraZeneca remains authorized to assert further claims.

9. Product liability, exemption

The contractor assures that the delivered goods or services comply with the applicable national and international legal provisions relevant to the order and the current state of the art.

If AstraZeneca is used by third parties from product liability or in accordance with other legal provisions, the contractor is obliged to indemnify AstraZeneca from all these claims on the first request if he would be directly liable to the third party in the external relationship and to the extent that the cause in his Domain and Organizational Area is set. If a product recall is carried out because of such an event, the contractor must release AstraZeneca from the expenses and costs incurred by it at first request, provided that he himself would be liable for them according to the relevant legal provisions.

The contractor undertakes to maintain product liability insurance with an appropriate amount of coverage. If AstraZeneca is entitled to further claims for damages, they remain unaffected.

10. Industrial property rights

The contractor guarantees that the contract concluded with AstraZeneca is rendered or delivered services/works/goods is free of third-party property rights that restrict or impede the use by AstraZeneca. At the first request, the contractor shall release AstraZeneca from all claims of third parties due to infringement of industrial property rights through the delivery of the goods or performance of the services and associated costs.

Forms, models, tools, films, manuscripts, images, texts, data, etc., produced by the contractor to carry out the commissioning, become the property of AstraZeneca through payment of the agreed remuneration, even if they remain in the ownership of the contractor. These items are to be handed over at the request of AstraZeneca.

11. Compliance with special regulations

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The contractor assures that he is aware of the following regulations and adheres to them: The regulations of the "Common Position of Associations on Criminal Law Assessment of Cooperation between Industry, Medical Institutions and Their Employees" and the Volunteer Codes of Conduct Self-control of the pharmaceutical industry e.V. ("FSA codes"); freely available on the Internet at <http://www.fsa-pharma.de>. - The same applies to Corporate Responsibilities available at <https://www.astrazeneca.com/sustainability.html>.

When working with AstraZeneca and managing its business operations, the contractor guarantees the applicable laws and regulations as well as ethical standards in accordance with AstraZeneca's Code of Conduct of Third Parties guidelines (available at: [Code of Conduct for Third Parties](#)) comply with its current version, in particular the principles in the "Anti-Bribery and Anti-Corruption" section. The contractor continues to guarantee to refrain from actions that an AstraZeneca Group company with applicable laws to prevent fraud, bribery and corruption, organized crime, money laundering, or terrorism, including the US Foreign Corrupt Practices Act (US Foreign Corrupt Practices Act) and the British Bribery Act (UK Bribery Act) can bring into conflict.

12. Auditing

Following a reasoned request from AstraZeneca, the contractor must allow AstraZeneca, or a third party designated (at the reasonable discretion of AstraZeneca) to review the premises, the company premises, and records during normal business hours to review the contractor's service delivery and processes related to the contractor's service delivery and processes verify compliance with appropriate ethical standards in accordance with the requirements of this Agreement. If AstraZeneca requires that the audit be carried out by a specified third party, the contractor agrees to carry out this audit and to pay the fees incurred for the third party's audit.

13. Termination, force majeure

If it becomes apparent that AstraZeneca's delivery claim is jeopardized due to a lack of performance of the contractor (e.g. imminent insolvency, actual performance obstacles, etc.), AstraZeneca is entitled to withdraw from the contract or to terminate extraordinarily without notice. The fact according to sentence 1 is considered an important reason for termination.

Force majeure "means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of its contractual obligations under the contract if and to the extent that the party affected by the obstacle proves that: (a) that obstacle is beyond its reasonable control; and (b) it at the time the conclusion of the contract was not reasonably foreseeable; and (c) the effects of the obstacle could not be reasonably avoided or overcome by the party concerned.

Until proof of the opposite, the following events affecting a party are suspected that they would be subject to the conditions set out in paragraph 1 lit. (a) and lit. (b) comply with paragraph 1 of this clause: (i) war (declared or not declared), hostilities, attack, actions of foreign enemies, extensive military mobilization; (ii) civil war, uproar, rebellion and revolution, military or other seizure of power, uprising, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or government orders, expropriation, seizure of works, prop, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, equipment destruction, prolonged failure of means of transport, telecommunications, information systems or energy; (vii) general work unrest such as boycott, strike and lockout, stumbling strike, occupation of factories and buildings.

A party who successfully relies on this clause is of its obligation to fulfil its contractual obligations and from any other contractual obligation from the time the obstacle makes it impossible to provide services

exempt from appeal for breach of contract, if this is communicated immediately. If the notification is not immediate, the exemption shall take effect from the date on which the notification reaches the other party. If the effect of the obstacle or event asserted is temporary,

the consequences described above apply only as long as the asserted obstacle prevents the performance of the contract by the concerned party. If the duration of the obstacle asserted results in significant deprivation of what they were allowed to expect under the contract to a significant extent from the contract, each party has the right to terminate the contract by notifying the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract can be terminated by any party if the duration of the obstacle exceeds 120 days.

14. Secrecy

The contractor is obliged to keep all business and trade secrets that have become accessible to him in connection with the order secret and to use them only to fulfil the order. After processing the order, the contractor must, at AstraZeneca's request, return the documents provided to him, including any copies made. destroy in accordance with legal requirements.

15. Data protection

If personal data is further processed by the contractor on behalf of a member of the AstraZeneca Group, without data processors within the meaning of Art. 28 GDPR, the contractor undertakes to:

- process personal data only on behalf of AstraZeneca, exclusively for the purpose of fulfilling the contract and only in accordance with the regulations contained in this contract, in accordance with the instructions given by the responsible member of the AstraZeneca Group and taking into account the data protection laws applicable in Germany.
- take appropriate technical and organizational measures to protect personal data from unauthorized or unlawful processing and against loss, destruction, damage, falsification or disclosure.
- AstraZeneca on the transfer of personal data, or inform the granting of access to subcontractors or third parties in advance; and
- not to transfer personal data outside the European Union without prior written consent from AstraZeneca.

The contractor acknowledges that he may process the personal data provided to him only for the purpose for which it was provided to him (earmarked).

16. Testimonials

It is only permitted with the express written permission of AstraZeneca to refer to the existing business relationship in information and advertising material.

17. Place of fulfilment and place of jurisdiction

Unless otherwise determined, the place of performance is the registered office of AstraZeneca Germany. Hamburg is the exclusive place of jurisdiction, provided that the contractor is a merchant.

This does not apply to judicial dunning proceedings.

The law of the Federal Republic of Germany applies to the exclusion of the UN Sales Convention (CISG) and the referral rules of German private international law.

18. Severability clause

Should individually provisions of this contract be ineffective in whole or in part, this does not affect the validity of the remaining regulations. The parties undertake to replace an ineffective regulation with one that is closest to the economic purpose of the ineffective regulation and is effective. Changes and additions as well as the waiver of the written form requirement must be made in writing. There are no verbal ancillary agreements.