

# SARTORIUS

## General Terms and Conditions of Purchase for US entities

### 1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) The present General Conditions of Purchase define the terms of purchase of applicable Goods and Services between the Sartorius company placing the Order (as defined hereafter) and its suppliers, sellers, service providers or subcontractors as appropriate (hereinafter "Supplier").
- b) The present General Conditions of Purchase are entirely applicable as soon as the Order is accepted under the terms defined in Article 3 a) hereinafter, as the sole contractual terms applicable between the Supplier and Sartorius, the Supplier giving up its own general conditions of sale. Any withstanding, amending or deviating terms and conditions of Supplier shall not apply, even if Sartorius, knowing of such terms and conditions of Supplier, does not object to them explicitly
- c) All Orders of Sartorius are exclusively governed by the present General Conditions of Purchase and any particular conditions mentioned in the Order (hereinafter "Particular Conditions") as well as (as the case may be) all other contractual documents (hereinafter designed "Other Contractual Documents") defined in the Particular Conditions.
- d) If there is any contradiction between those different documents, the priority order will be as follow:
  - 1. Particular Conditions
  - 2. General Conditions of Purchase, and
  - 3. Other Contractual Documents
- e) Particular Conditions, General Conditions of Purchase and Other Contractual Document constitute the entire agreement between Sartorius and the Supplier (the "Agreement") and prevail over all other prior document, express or implied, written or oral.
- f) In the event the cooperation between Sartorius and the Supplier under which Sartorius may purchase and take delivery of ordered Products from Supplier for resale, and Supplier may manufacture, sell and deliver to Sartorius the volumes and versions of Products ordered by Sartorius, are governed under the terms of a separate purchase agreement, or quality agreement (together the "Related Agreements"), the provisions of the Related Agreements will prevail in the event of

any conflict between any provisions of this Agreement and any provision of any Related Agreements.

- g) The present General Conditions of Purchase shall only apply vis-à-vis commercial suppliers and/or contractors and with respect to commercial transactions.
- h) These General Conditions of Purchase shall apply to all transactions between Sartorius and the Supplier in the version current at the time of the conclusion of such transaction, even if their application has not been expressly agreed again.
- i) No variation to these General Conditions of Purchase shall be binding unless agreed in Writing between the authorized Representatives of the Supplier and Sartorius.

### 2) DEFINITIONS

In these General Conditions of Purchase:

**"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

**"Business Day"** means any day other than a Saturday, Sunday or any day which is a public holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

**"Confidential Information"** means any information that is confidential in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, Intellectual Property, plans, strategy, products (either existing or under development), or services.

**"Deliverable"** mean Goods, software, information, technology, and any other items (e.g. reports) to be delivered by Supplier pursuant to the Agreement, including any such items furnished incident to the provision of Services.

**"Delivery Location"** means the location specified in the order to which Supplier shall procure the delivery of the Goods.

**"Force Majeure"** means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or

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other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

**"Goods"** means the goods, components, raw materials (including any instalment or any parts for them) which Supplier is to supply in accordance with this Agreement.

**"Intellectual Property"** means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names, brand names, logos, and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

**"Invention"** means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, work of authorship or derivative thereof, or any of the foregoing that is patentable, copyrightable, protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law, whether registered or not.

**"Order"** means all order(s) placed by Sartorius for the supply of Goods and/or performance of Services.

**"Price"** means the price for the Goods or Services determined in accordance with the Order and "Prices" shall be interpreted accordingly.

**"Representatives"** means Sartorius and Supplier's respective employees, agents, consultants, officers, subcontractors and Affiliates.

**"Services"** means all services described in the Order and/or supplied by the Supplier to Sartorius under these General Conditions of Purchase.

**"Specifications"** mean the description of the Goods and Services and attached to the Order or otherwise provided to the Supplier by Sartorius in Writing.

**"Supplier"** means the person or entity who accepts the Order from Sartorius for the purchase of the Goods or Services, or whose quotation for the Goods or Services is accepted by Sartorius.

**"Warranty Period"** means the period commencing on the later of (i) the date the Goods are received by Sartorius or the Services are performed, and ending two (2) years thereafter; (ii) or commencing on the date on which the Goods have been put into service for their specified use or the Services performed and ending two (2) years thereafter.

**"Writing"** means communication by registered letter or by e-mail and written will be interpreted accordingly.

Any reference in these General Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

## 3) ORDERS

- a) The Supplier shall acknowledge receipt of the Order placed by Sartorius and any variation (if applicable) within two (2) Business Days.
- b) Acceptance of the Order (whether made by written or oral acknowledgement or shipment of the Goods or performance of the Services subject to and specified in the Order, or any part thereof) constitutes acceptance by the Supplier of these General Conditions of Purchase. Any delivery made or work started by the Supplier pursuant to the Orders shall constitute acceptance of the Order.
- c) The Supplier acknowledges that except as specifically provided within the Order, the rates and Prices therein are sufficient to cover its obligations, whether expressed or implied under the Order. When the work or any part of it is to be performed anywhere other than the Supplier's premises, it shall be deemed to have satisfied itself as to all local conditions and other factors as may affect the performance of the work.

## 4) SPECIFICATIONS

- a) Sartorius is, at all times, relying on the Supplier's knowledge and skills. To that extent, the Supplier warrants that the quantity, quality and description of the Goods and the Services shall, subject as provided in these General Conditions of Purchase, be as specified in the Order and/or in any applicable Specification supplied by Sartorius to Supplier, or agreed in Writing by Sartorius. The Goods and Services shall comply with all relevant legislation and any applicable up-to-date standards.
- b) The Goods supplied shall be new and shall not have been used previously.
- c) The Supplier shall clearly list any exceptions or

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deviations to requirements to the Specifications and all other documents and standards and each deviation shall be serially numbered. The deviations must be supported by strong justification and is subject to Sartorius' prior written approval to become effective. In the absence of a separate exceptions list, the documents shall be considered accepted by the Supplier.

- d) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius in connection with the Order, together with any Intellectual Property rights in the Specification, shall be the exclusive property of Sartorius. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of its own, or as required for the purpose of the Order.
- e) These warranties shall survive acceptance of these General Conditions of Purchase and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.

## 5) PRICE AND TERMS OF PAYMENT

- a) Prices exclusive of VAT but inclusive of all packaging as stated on the Order shall remain fixed until the delivery and acceptance of all Goods and completion of all the Services, which are the subject of the Order in accordance with these General Conditions of Purchase.
- b) No invoice will be accepted or processed for payment unless it refers to the Sartorius Order number, is appropriately addressed and provides sufficient detail with respect to each item invoiced.
- c) Sartorius shall pay all invoices as per the terms defined in the Order.
- d) In the event that payment is made before delivery of any or all of the Goods or the Services, the Supplier hereby grants to Sartorius, and Sartorius shall have, a security interest in the Goods, components and/or raw materials used in or purchased or designated for the manufacture of the Goods or purchased using any money paid by Sartorius (or its subsidiaries or agents) to the Supplier (or on the Supplier's behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon the Supplier's receipt of such payment. The Supplier also agrees to execute and file (or, at

Sartorius' discretion, permit Sartorius or Sartorius' agents to file), or take such other reasonable actions as deemed necessary by Sartorius, in order to evidence such security interest, at the Supplier's cost.

- e) The making of payment shall not be deemed to constitute acceptance thereof.
- f) All costs, damages or expenses for which the Supplier is liable to Sartorius may be deducted from any amounts due or becoming due to the Supplier, or may be recovered from the Supplier by action at law or otherwise.

## 6) SECURITY STOCK

- a) In order to guarantee Sartorius a certain security and avoid all cease of deliveries, the Supplier agrees and commits itself to maintain a security stock in its factory premises of the Goods listed in the Order issued by Sartorius, and in conformity with the terms listed in the Particular Conditions and/or Other Contractual Documents.
- b) Sartorius reserves the right to audit at any time the security stock in the Supplier's factory premises or other facilities, which Supplier herewith accepts. The audit will be undertaken by an employee or any agent of Sartorius, who will be designated for this purpose

## 7) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to Sartorius when the Goods have been delivered and unloaded.
- b) Where payment for the Goods is made prior to delivery, the title in the Goods shall pass to Sartorius once payment has been made and the Goods have been appropriated or allocated to Sartorius.

## 8) DELIVERY AND IDENTIFICATION OF GOODS AND PERFORMANCE OF SERVICES

- a) Goods and Services shall not be dispatched or performed prior to receipt by the Supplier of Sartorius' written Order. The Goods shall be delivered (and all work associated therewith shall be completed) to the Delivery Location and the Services shall be performed by the date(s) specified in the associated Order or as otherwise agreed by Sartorius in Writing.
- b) The Supplier agrees to perform the Services in

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accordance with safety rules of Sartorius and applicable safety laws and regulations whenever the Supplier is on Sartorius' premises.

- c) Time shall be of the essence of the Supplier's obligations hereunder. If the Supplier fails to begin performing the work upon receipt of the Order, or it appears to Sartorius that the Supplier may not be able to complete the work by the required date, or the Supplier fails to do so, Sartorius may terminate the Order or any part thereof in accordance with the provisions of Clause 15 hereof.
- d) Without prejudice to any other remedy, if the deliveries of Goods are not made or the Services are not performed on the due date(s), or without certificates, identification or documentation in full compliance with Sartorius' requirements, Sartorius shall be entitled to recover from the Supplier, by way of damages and not as a penalty (either directly or by deduction from any amounts due or which become due to the Supplier) a sum equivalent to 5% of the Price for each week's delay up to a maximum of 50% of the Price (or such other percentage and /or period as may be specified in the Order, Particular Conditions and/or Other Contractual Documents).
- e) Goods delivered in excess of the amount called for in the Order, or without Sartorius written Order, may be refused and returned to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods.
- f) To the extent that they do not conflict with the terms and conditions of the Order, Incoterms latest edition shall apply to the Order.
- g) Each package or case shall be clearly marked with the Supplier Company's name and Order number and Sartorius' order reference. Where required in accordance with the relevant EC directive, Goods shall be stamped with the EC mark on the product, the documentation and the packaging. Any failure from the Supplier to comply with the provisions of this Clause 8 g) may give right to Sartorius to refuse and return the Goods to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount ten per cent (10%) of the Price of the delivered Goods.
- h) The Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No charge will be allowed for packing, crating, loading, or storage without Sartorius' written

permission.

- i) All Goods shall be suitably packed to withstand normal freight handling and to withstand periods of storage and if the Goods or any parts of them are damaged due to faulty or inadequate packing, the damaged Goods or part of them shall be repaired or replaced at the Supplier expense whether or not delivery has been accepted.
- j) An Order and/or delivery shall not be deemed complete until all Goods and all other related Deliverables (including manuals and other documentation) and Services have been actually received and accepted by Sartorius.

## 9) INSPECTION

- a) Sartorius may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at the Supplier facilities, as Sartorius deems necessary to assure itself of the Supplier's compliance with applicable laws and regulations, the Order and these General Conditions of Purchase.
- b) If as a result of inspection or testing, Sartorius is not satisfied that the Goods or the Services comply in all respects with the Order, Sartorius has the right to reject any work which is considered to be defective or inferior in quality of materials, workmanship, processing or design and not in accordance with the Specification, the Supplier shall take such steps as are necessary to ensure compliance. Any work so rejected shall immediately be replaced or corrected at the Supplier's expense. The Supplier shall resubmit the re-performed work for inspection or testing at Sartorius' sole judgement.

## 10) QUALITY OF PERFORMANCE

- a) The Goods or any sample or Services shall be of satisfactory quality and fit for any purpose Sartorius specifies in the Order or by implication made known that Sartorius requires at the time the Order is placed and which is also of a standard not less than that of previous supplies (if any) approved by Sartorius.
- b) The conformity and quality of the Goods and Services provided constitute a hard core condition to the Agreement.
- c) The Goods shall be free from defects in design, material and workmanship. Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided

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will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel or tools that do not comply with the foregoing provisions at Supplier's cost.

- d) All processing shall be in accordance with Sartorius' Orders, and is subject to Sartorius' approval. It is agreed that no payment will be made in respect of processing which Sartorius subsequently rejects. The conformity of the Goods and Services, also includes quantity ordered, which could imply the application of the terms of the Clause 8.

## 11) ORIGIN OF RAW MATERIALS

- a) The Supplier shall supply at its own expense, certificates of analysis, tests, and certificates of origin as are required by Sartorius in connection with the Goods or Services or required by law. Such information shall be delivered no later than two (2) business days after Order receipt.

## 12) CHANGES TO GOODS

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major Changes: The Supplier shall notify Sartorius of any permanent or temporary suspension or implementation of major changes in the production of Goods at least one (1) calendar year in advance by written notice to be countersigned by Sartorius. Major changes shall be the following:
  - i. Changes in the composition, source and grade of any raw material.
  - ii. Changes in the method of production, processing, sterilization or testing that may affect form, fit or function of the supplied Goods.
  - iii. Changes of production location.
  - iv. Changes in the specification of supplied Goods.
  - v. Changes of pre-suppliers.
- c) Minor Changes: Before any minor changes are made, the Supplier shall inform Sartorius at least six (6) months in advance by written notice to be countersigned by Sartorius. Minor changes shall be the following:
  - i. Methods or equipment used for testing the Goods
  - ii. Any other quality assurance activities relating to the Goods

- iii. Changes in the packaging storage and distribution conditions, if these have been agreed individually between the Parties for the Goods.
- iv. Changes in the labelling, specifically content, if these have been agreed individually between the Parties for the Goods.

- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) The Supplier shall produce enough unchanged Goods to supply Sartorius for a minimum period of twenty-four (24) months after implementation of the announced change.

## 13) CHANGES TO SERVICES

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major changes: Sartorius requires a prior twelve (12) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Changes in the method of processing, sterilization or testing that may affect form, fit or function of the Good where the Service is performed on.
  - ii. Changes of service location.
  - iii. Changes in any other field impacting the provided Service(s)
- c) Minor Changes: Sartorius requires a prior three (3) months written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Methods or equipment used for testing.
  - ii. Any other quality assurance activities relating to the Services.
  - iii. Changes in the packaging, storage and distribution conditions, e.g. for spare parts.
  - iv. Changes in the specifically content.
- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) The Supplier further guarantees that Sartorius shall have

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the opportunity within three (3) months of such notice, to procure from the Supplier a quantity of unchanged Services equivalent to a minimum of twelve (12) months consumption requirement. The annual consumption requirement shall be calculated on the basis of Sartorius planning at the time of notice

## 14) CONTINUITY OF SUPPLY

Supplier agrees to continue to manufacture, or ensure a third party manufactures the Goods, including any spare parts and/or any element of the Goods for a minimum period of ten (10) years following their delivery. Supplier shall inform Sartorius of total or partial interruption of production of Goods or performance of Services, with no less than two (2) years advance written notice. In the event of a total interruption, Sartorius shall be afforded a "last time buy" of an amount no less than the average twelve (12) month purchasing history multiplied by the remainder of the continuity period. Supplier undertakes for the same ten (10) year period to supply technical assistance to Sartorius on its first demand and to carry out maintenance of the supply. If Supplier intends to surrender manufacturing or sale of any Goods, Supplier shall inform Sartorius hereof in writing without undue delay. Sartorius shall have the preferred right, within six (6) months upon receipt of this notification, to assume the manufacturing and sale of the respective Goods against payment of a reasonable fee to be negotiated between the Parties hereto.

## 15) WARRANTIES

- a) The Supplier acknowledges that Sartorius is at all times relying on the Supplier's knowledge and skills and on its representations and warranties set forth herein.
  - b) Warranties of Goods: The Supplier hereby represents and warrants to Sartorius that:
    - The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified herein, in the Order and/or in any applicable agreement, Specification or drawing supplied Sartorius to the Supplier or agreed in Writing by Sartorius, or as described in the Particular Conditions and/or Other Contractual Documents.
    - The Goods shall comply with and be performed in accordance with all applicable laws, regulations and industry standards, including as to environmental matters and good engineering practices.
    - The Goods shall be new and shall not have been used previously and shall be free from defects in design, material and workmanship, merchantable, fit for any purpose Sartorius specifies in the Order or by implication make known to the Supplier at the time the Order is placed.
  - c) Where the Supplier has the benefit of warranties in relation to components comprised in the Goods, the benefit of such warranties shall be assignable and hereby assigned to Sartorius. Sartorius may assign warranties provided by Suppliers to its customers.
  - d) All warranties set forth herein shall survive acceptance of the Goods provided hereunder or termination of the Order and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.
  - e) Without prejudice to other rights or remedies contained herein, Sartorius may at any time terminate the Order(s) and seek damages from Supplier where appropriate. Furthermore, Sartorius reserves the right to manufacture or seek the performance of the obligations
- The Supplier shall convey to Sartorius good title (free and clear from all liens, encumbrances, claims, and other defects in title) to all Goods delivered to Sartorius.
  - The Goods, the process of their manufacture, and the use of the Goods for their any purpose for which they are customarily intended will not infringe any patent claim or other Intellectual Property rights of a third party.
  - All documents including invoices, and all information submitted by the Supplier in support of any costs shall constitute a true, accurate and complete description of the Goods, activities and transactions to which they pertain.
  - All samples provided to Sartorius by the Supplier shall be free from defects in design, material and workmanship, and no Goods delivered hereunder shall be of a lesser quality or standard than the corresponding samples or previous supplies received by Sartorius from the Supplier without Sartorius' written approval. The acceptance by Sartorius of samples shall not discharge the Supplier of its warranty and shall not be construed or viewed as the acceptance of the Goods delivered.
  - All work performed in connection with or related to the Order and/or the Goods shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel, tools or equipment that do not comply with the foregoing provisions at the Supplier's cost.

hereunder by a third party which would otherwise be performed by the Supplier under the warranty in such cases where the Supplier has been unable to resolve a problem or breach in a reasonable period of time. In such cases, Sartorius reserves the right to charge Supplier for all costs, both direct and indirect, in connection therewith.

- f) Warranties of Services: The Supplier, as a professional, warrants to Sartorius that the Services executed i) conform to the Order, ii) exempt from any apparent defect, whether or not hidden.
- g) The acceptance by Sartorius of the Services provided by the Supplier shall not discharge the Supplier of its responsibility for all non-apparent defects, and whatever the time this defect is discovered.
- h) Without prejudice to Sartorius' ability or right to terminate the Order(s) and seek damages, in the event that the Supplier does not solve the problem(s) within a reasonable period of time, Sartorius reserves the right to provide itself or to seek provision of the Services from a third party and recharge the cost thereof to Supplier.

## 16) INDEMNITY / INSURANCE

- a) Acceptance of the Order constitutes an agreement by the Supplier to indemnify Sartorius and Sartorius' successors and assigns in respect of, and if Sartorius requires, to defend it and its successors and assigns against, all liability, loss, damage, injury (involving any person or property and any action, claim or demand) and charge, cost and expense, including but not limited to, reasonable attorneys' fees, internal processing costs, rework and remanufacturing costs, sustained by or incurred by Sartorius by reason of failure of the Goods or the Services to conform to the warranties contained herein or in the Order or breach by the Supplier of any of its obligations hereunder or negligence or willful misconduct by it, its employees, representatives or agents. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order.
- b) The Supplier shall also, at its expense, defend any suit or proceeding brought against Sartorius, Sartorius' successors and assigns, based on a claim that the Goods or any component part furnished hereunder, or the Services, infringe any local, European or foreign patent or other Intellectual Property rights of a third party. The Supplier shall pay all damages, costs and attorneys' fees awarded in any such suit or proceeding and, at Sartorius'

discretion, either:

- at Sartorius' expense, obtain through negotiation the right for Sartorius to continue to purchase and/or use the Goods or the Services;
  - rework the Goods so as to make them non-infringing while preserving their original functionality;
  - replace the Goods with non-infringing Goods with functionally equivalent to the infringing goods;
  - refund Sartorius the amounts paid hereunder if the Goods are not replaceable, or the Services are badly performed or were infringing.
- c) The Supplier shall maintain, at its own expense and through a carrier with an A.M. Best rating of A- or better, insurance coverage with limits typically purchased by companies of similar size in the Supplier industry; provided, however, at a minimum the Supplier will maintain Commercial General Liability Insurance including Products/Completed Operations and Contractual Liability with minimum limits of €2,000,000 for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Sartorius of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Sartorius upon Sartorius' request.
  - d) The Supplier recognizes and agrees that any clause seeking to limit its liability is not acceptable to Sartorius.
  - e) The Supplier will provide Sartorius with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request. The limits and insurance policies/coverage identified in this section are minimum requirements, and shall in no way define or limit the obligation of the Supplier in the event of loss.

## 17) DEFECTIVE GOODS OR SERVICES

- a) Without prejudice of the right for Sartorius to terminate the Order(s) and ask for remedies and damages, the Supplier shall grant to Sartorius, in tandem with any legal warranties, a contractual warranty.
- b) Regarding this contractual warranty, and if Goods or Services are defective or fail to meet the requirements of the Order, Sartorius reserve the right to either:
  - Require the Supplier to remedy at its own expense

any defects that may arise in the work related thereto. The Supplier shall guarantee for a further 12 months all remedial work carried out under this warranty. Where a defect arises within the original Warranty Period but does not become apparent until that period has expired, the Supplier's liability does not cease because Sartorius has not been able to give notice of the defect.

- Return the Goods for repair or replacement or require replacement Services within the timescale specified by Sartorius at the Supplier cost; or
  - Carry out any necessary rectification and then charge the Supplier's account for such work; or
  - Require that the Supplier refunds the full Purchase Price within thirty (30) days of Sartorius' notice and terminate the Order;
  - Refund to Sartorius all direct and indirect costs supported by Sartorius and deriving from the defects of Goods, including those linked to an eventual campaign of calling-back, spontaneous or provoked, or also imposed by public authorities,
  - Compensate Sartorius for all consequences, direct or indirect, which are deriving from the Supplier's responsibility, and regarding bodily injury, material and/or immaterial damages, consecutive and/or non-consecutive suffered by third parties, to Sartorius and to Sartorius' successors.
  - Terminate this Agreement.
- c) The Supplier commits itself to (i) send within twenty-four (24) hours of the revelation of the defect at the latest, a report, and (ii) to implement with Sartorius a "quality wall" in order to avoid perturbations in the production (for example: replacement of Goods).

## 18) TERMINATION FOR DEFAULT OR INSOLVENCY

- a) In the event of any default by the Supplier in the performance of any obligations, including without limitation the attainment of delivery or failing to carry out Sartorius' reasonable instructions, Sartorius may, where such default is capable of remedy, give the Supplier written notice to rectify such default in a specified time. If the Supplier fail to comply with the requirements of the notice, or in Sartorius' sole opinion, the Supplier's default is incapable of remedy to Sartorius' satisfaction, Sartorius shall be entitled to terminate the Order in whole or in part, immediately serving notice in writing to the Supplier to such effect, without prejudice to any other rights under the Order or otherwise, and shall have the right to retain any Goods previously supplied under the Order.

b) Sartorius shall be entitled to terminate the Order if:

- The Supplier becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction). In this case, insolvency law and regulations shall apply; or
- An encumbrance takes possession, or a receiver is appointed, of any of Supplier's property or assets; or
- The Supplier ceases, or threatens to cease, to carry on business; or
- Sartorius reasonably believes or anticipates that any of the events mentioned above are about to occur and notifies the Supplier accordingly.

c) Sartorius' rights and remedies are in addition to and without prejudice to other rights and remedies under the Order including Sartorius' right to allow the Supplier to continue the work and recover from it the loss or damage suffered by Sartorius in respect of Supplier's defective or delayed performance.

## 19) TERMINATION FOR SARTORIUS' CONVENIENCE

- a) Termination shall not relieve either Party of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.
- b) All termination shall be preceded by three (3) months' notice. Sartorius shall be entitled, within the period of the said three months' notice, to terminate the Order in whole or in part, by serving notice on the Supplier. The Supplier shall cease all performance except to the extent provided in the notice of termination. In such event, Sartorius shall make payment to the Supplier (as full and final settlement of all claims which the Supplier may have against Sartorius as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include all materials, which have been procured properly by Supplier for incorporation in the work.
- c) The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

## 20) TOOLS

- a) All special dies, tooling, molds, patterns, jigs, fixtures, and any other property which Sartorius furnishes to the Supplier or specifically pays for, for use in the performance of the Order, shall be and remain



Sartorius' property, shall be subject to removal upon Sartorius' instruction, shall be for Sartorius' exclusive use, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at its expense while in its custody or control in an amount equal to the replacement cost, with loss payable by it. The Supplier shall indemnify Sartorius against all liability, loss, damage and cost, sustained by us arising from a claim by the Supplier's employees, agents or consultants for bodily injury or death in connection with the operation of such equipment while in its care, custody and control.

- b) On the contrary, the Supplier shall not oppose Sartorius its own reserve property clause, or the one deriving from a subcontractor. The Supplier commits itself to take responsibility for all claims and actions which could be brought by any third parties against it and obtain, if necessary, the breaking of such a clause.

## 21) INTELLECTUAL PROPERTY RIGHTS

- a) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius, in connection with an Order, together with any Intellectual Property rights therein, shall be Sartorius' exclusive property. The Supplier shall not disclose to any third party any such Specification except to the extent that it is or becomes public knowledge through no fault of its own; or as required by law, provided that the Supplier gives Sartorius immediate notice of such legal requirement and cooperates fully with Sartorius' attempts to acquire a protective order; or for the purpose of fulfilling the Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. The Supplier shall not use any such Specification except to the extent that it is necessary for the purpose of fulfilling the Order.
- b) If Sartorius has commissioned the Supplier to produce a design or Specification or drawing in the Order, the Supplier agrees that the commissioned work is a "Work for Hire", and that Sartorius, as the entity for which the work is prepared, shall own all right, title and interest in and to the work, and any other Intellectual Property rights that may arise from the work. The Supplier further agrees that to the extent that the work is not a "Work for Hire", it will assign to Sartorius ownership of all right, title and interest in and to the work, including ownership of the entirety of any Intellectual Property rights in the work. The Supplier agrees to execute all papers and take all steps necessary for Sartorius to perfect its ownership of the

entirety of any Intellectual Property rights in the work.

- c) The Supplier represents and warrants that its work will be original and will not infringe upon the rights of any third party and will not have been previously assigned or otherwise encumbered, by license or otherwise.

## 22) COMPLIANCE REQUIREMENTS

- a) The Supplier shall comply with all applicable national and international laws and regulations, in particular the applicable customs and export control regulations including US re-export, embargo regulations and sanction programs.
- b) The Supplier undertakes to inform Sartorius in Writing of all foreign trade master data specified below after placing the purchase order (e.g. in the order confirmation) and latest at the point of the delivery (e.g. by printing the information on the delivery note and/or invoice). In case of any changes the Supplier will inform Sartorius in Writing immediately.
  - i. The country of origin (non preferential origin) according to the rules of origin from the World Customs Organization (WCO)
  - ii. A long-term vendor declaration (LTVD) for the preferential origin of goods, on request and if applicable, or any other document confirming the preferential origin status of the product
  - iii. A statistical goods number (Harmonized System Code) based on the tariff nomenclature from the World Customs Organization (WCO)
  - iv. The Export Control Classification Number (ECCN) according to the EC-Dual-Use regulation (No. 428/2009 including latest updates) or comparable international lists like German Ausfuhrliste, Swiss Güterkontrollverordnung, Indian SCOMET regulation, Singapore Strategic Goods Control List, as well as a ECCN related to the US Export Administration Regulations (EAR) or any other applicable law or regulation
  - v. The potential share of US components per product (de-minimis ruling) if applicable
- c) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act:
  - i. A director, employee or agent of the Supplier must not: (i) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or (ii) enter into any business

agreement with, any director, employee or agent of Sartorius other than as a representative of Sartorius or in the ordinary and proper course of business between any of those parties.

- ii. The Supplier must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws (any laws or international conventions relating to anti-corruption including: (a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997; (b) the United Nations Convention against Corruption 2003; (c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) ("FCPA"); (d) the UK Bribery Act 2010; (e) any other applicable law (statute, ordinance, rule or regulation, order of any court, tribunal or any other judicial body or any other administrative requirement) which: (i) Prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and/or (ii) Is broadly equivalent to the FCPA and/or the UK Bribery Act 2010, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption and which are applicable in the jurisdiction in which the Supplier is registered, conducts business and/or which any of the Services are performed).
- iii. The Supplier shall furthermore, in the performance of its obligations under the Agreement, comply at all times and act in a manner consistent with Sartorius' Code of Conduct for Business Partners. The Supplier hereby acknowledges that it has received Sartorius' Code of Conduct for Business Partners (the "Code") available at <https://www.sartorius.com/download/343228/5/sartorius-code-of-conduct-business-partner-en-data.pdf> and agrees that any and all of its employment sites, subsidiaries, divisions, Affiliates, operating entities, personnel or subcontractors doing business with Sartorius and/or any of its direct or indirect subsidiaries will abide by the Code. The Supplier acknowledges that its failure to comply with the Code may result in the cancellation of all existing Orders and termination of its business relationship with

Sartorius.

- iv. Supplier will indemnify and hold Sartorius harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Sartorius may incur due to Supplier's breach or non-compliance with the provisions of this Section 22.

## **23) FORCE MAJEURE, SPECIAL RULES IN TIMES OF PANDEMICS AND EPIDEMICS**

- a) The parties shall not be liable for damages or for the partial or complete non-fulfilment of obligations under the Agreement if the respective damage or non-fulfilment is due to Force Majeure.
- b) If a Deliverable cannot be provided due to a governmental order issued after the execution of the Agreement (also in the case of pandemics and epidemics), which includes or is expected to include the period of delivery of goods or provision of the service outcomes, the parties will inform each other without undue delay. The parties will agree together whether the Deliverables can be made up after the Force Majeure situation has ended and whether Sartorius has an interest in doing so. In case it is possible to make up for the delay/if being interested, the parties will mutually agree on a substitute date or agree on a procedure and a period for determining a substitute date.
- c) Notwithstanding the foregoing, either party shall be entitled to withdraw from the Agreement affected by the Force Majeure if the Force Majeure lasts for at least four (4) weeks within a period of three (3) months. The obligation to pay the remuneration, any claims for expenses or damages and any cancellation costs shall not apply. Payments or part performances already made shall be refunded in full by the parties.
- d) Sartorius and the Supplier acknowledge and agree that all or part of the Order placement and execution may take place during the period of a pandemic or epidemic. Both parties are aware that the Agreement will be executed in full knowledge of the substantial change in economic life. The Supplier expressly confirms that it will be able to carry out the Order within the terms and conditions set out in the Agreement.
- e) If a pandemic or epidemic does not allow the delivery of Goods and/or provision of Services on the contractually agreed dates, or only at a higher price

than contractually agreed, the invocation of Force Majeure due to the pandemic or epidemic is excluded; Section 23 c) does not apply in this case.

## 24) MISCELLANEOUS

- a) Any manual of usage, instruction, description, Specification and alike provided by Supplier in relation to the Goods and/or Services shall be in English and any language as required by law.
- b) Any notice required or permitted to be given by either party to the other under these General Conditions of Purchase shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- c) Sartorius failure to insist on the Supplier's strict performance of the Order or any provision(s) of these General Conditions of Purchase at any time shall not be construed as a waiver by Sartorius of performance in the future.
- d) Sartorius' Order is placed subject to the work being carried out by the Supplier and no assignment, subcontracting or transfer is permissible without specific prior arrangement with Sartorius in Writing. No assignment or subcontract (even with Sartorius' consent) shall relieve the Supplier of any obligations under the Order. Any purported assignment, transfer, or subcontract without such written consent shall be void and ineffective. Notwithstanding the foregoing, Sartorius may transfer or assign any Order and/or this Agreement, or any of its rights and obligations under an Order or this Agreement, in whole or in part, without Supplier's consent, to any: (i) Affiliate; (ii) wholly-owned subsidiary or successor-in-interest; or (iii) any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets to which this Agreement relates.
- e) If individual provisions of these General Conditions of Purchase are or become fully or partially ineffective, the remaining provisions of these General Conditions of Purchase shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the General Conditions of Purchase shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original

intention of the contractual parties or to what they would have intended according to the meaning and purpose of these General Conditions of Purchase had they been aware of the ineffectiveness or omission of the provision(s) in question.

The Agreement shall be governed by the laws of New York excluding its provisions governing conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 shall not apply.

- f) In the event the Supplier is located in the United States of America, Canada or the Commonwealth of Puerto Rico, Supplier and Sartorius hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Suffolk or the United States District Court for the Eastern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement. Furthermore, Sartorius shall be entitled at its discretion to assert its own claims at the Supplier's place of jurisdiction. After a lawsuit has been filed, the Supplier shall be limited, on the basis of his or her own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset his or her own claim against the claim lodged in said action before the court.

In the event the Supplier is located outside the United States of America, Canada or the Commonwealth of Puerto Rico, all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC Rules of Conciliation and Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of Sartorius. Sartorius shall be entitled at its discretion to assert its own claims at the place of the registered office of the Supplier. The arbitral proceedings are to be held in the English language.

- g) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may (i) disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it

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were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction, provided that each Party gives the Other party immediate notice of such legal requirement and cooperates fully with a Party's attempts to acquire a protective order.

- h) Any sales presentations, websites, marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its products, or to these General Conditions of Purchase must be approved in Writing by Sartorius prior to its use or release.
- i) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of another entity's products or services.
- j) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products, and personnel.
- k) Nothing in this document is intended to create any rights in third parties against Sartorius.