



UCB PHARMA S.A., Plaza de Manuel Gómez Moreno, s/n – 5ª planta. Edificio Bronce, 28020 Madrid, Spain (“UCB”)

## GENERAL PURCHASING CONDITIONS

### 1. DEFINITIONS

“Goods” means the products or materials, which the Supplier is to supply to UCB.

“Purchase Order” means an official purchase order for Goods or Services issued by UCB.

“Services” means the services, which the Supplier is to perform for UCB.

“Supplier” means the third party who accepts a Purchase Order and who is to supply Goods to UCB or perform Services for UCB.

### 2. ORDERS

We will not accept orders made verbally which are not confirmed by a Purchase Order. A confirmation of the Purchase Order has to be returned within five working days, failure of which, the terms and conditions of the Purchase Order are deemed to be accepted.

### 3. DELIVERY TERM

The delivery dates for Goods and Services mentioned on the Purchase Order are of the essence and shall be respected. Unless expressly indicated otherwise by us, the delivery dates mentioned will be the dates of arrival of the Goods on the premises indicated in the Purchase Order or the dates of full performance of the Services.

### 4. PACKING

Unless otherwise provided for in the Purchase Order, all packing will be considered as lost. Nevertheless, if agreed upon in writing that packing material will be invoiced, the packing material will be returned to the Supplier against a credit note for the value invoiced.

### 5. RECEPTION, ACCEPTANCE AND GUARANTEE

Unless otherwise agreed upon, the reception and acceptance of the Goods or Services will take place in our premises.

Supplier shall preserve and package all Goods in a manner that will afford adequate protection against corrosion, deterioration and physical damage during transport and must conform to common carrier rules and regulations.

The Supplier warrants that all Goods (including their packaging) shall be delivered without any apparent or hidden defect in their composition, manufacture or performance, and shall be fit for the purpose(s) intended by us and that all Goods (including their packaging) supplied and all Services performed will have to be in accordance with all usual security standards and all applicable laws, statutes, rules and standards (“Conformant Goods”, respectively, “Conformant Services”).

In the event Goods delivered are not Conformant Goods, we reserve the right to return the Goods to the Supplier, at the latter’s expense, without prejudice to our right to claim for damages, and, at our sole discretion and without

prejudice to any other rights we may have by law or otherwise, to either request a replacement at no cost of the Goods or re-performance at no cost of the Services or, in case already paid, a reimbursement of such sums of money expended by us in connection with the Purchase Order.

The Supplier will be responsible for the payment and will hold UCB and its affiliates harmless against any direct or indirect damages, costs, losses and any other expenses (including but not limited to product liability, any direct and indirect damages, costs, losses and expenses incurred due to a recall) incurred by UCB or any of its affiliates at any time for reasons attributable to Supplier or due to Goods which are not Conformant Goods and Services which are not Conformant Services.

### 6. INVOICES AND PAYMENTS

Save provisions to the contrary, the Goods supplied and Services performed will be invoiced on acceptance and the invoices will become due and payable 60 days following receipt of the undisputed invoice, unless otherwise agreed between the Parties.

If UCB fails to meet up with the payment terms, at the request of Supplier a late payment fee shall be due for the period of default no higher than the (annual) interest rate applied by the European Central Bank to its most recent main refinancing operations on the date of receipt of the invoice, increased by three percentage points (3%).

### 7. PERSONNEL

Supplier undertakes to involve only personnel which has the appropriate skills and expertise for the delivery of the Goods and the performance of the Services. The personnel of the Supplier that is involved remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.

All personnel of the Supplier entering a facility of UCB or its affiliates in connection with the delivery of the Goods or the performance of Services shall comply with all applicable laws, including environment, health and safety rules (a copy of which is available on request), and all applicable UCB guidelines and business rules. UCB reserves the right to refuse entry to its facilities to any personnel of Supplier who does not comply with the above.

For the avoidance of doubt, Supplier shall cause its subcontractors (to the extent subcontracting is permitted by UCB) to comply, and to require their personnel to comply, with the provisions of this Article 7.

### 8. INSURANCE

Supplier shall at Supplier’s cost arrange for proper insurance relating to the risks concerning Services, the risk of loss or damage of Goods and UCB’s property, and its



liability arising from the law, or legal relationship with UCB.

#### 9. UCB INTELLECTUAL PROPERTY

All specifications, information, materials and other items which are supplied by UCB and all Goods, information, materials and other results arising from the Services, together with all intellectual property rights subsisting therein or derived therefrom (collectively "UCB Property") shall be confidential. All UCB Property shall be and remain the property of UCB. All such UCB Property shall be used only in the performance of work under and in accordance with the Purchase Order and any related contract or agreement, unless UCB consents otherwise in writing. Supplier shall not dispose of any UCB Property without permission from UCB. Supplier will not sell, pledge or transfer any UCB Property, nor allow any third-party liens to be placed on them. This Article 9 shall survive expiration or termination of the Purchase Order.

#### 10. WARRANTIES

Supplier warrants that the sale, use or incorporation into Goods of all machines, devices, and material furnished hereunder which are not of UCB design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright, trademark or other similar rights. Supplier shall hold UCB (and all persons claiming under UCB) harmless from and against, and assume legal liability for and defend against, any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys' fees) resulting from claims, suits or actions alleging such infringement.

#### 11. CONFIDENTIAL INFORMATION

Supplier covenants and agrees that confidential information disclosed by UCB and all persons claiming under UCB, for the purpose of the Purchase Order shall be used only in the performance of the Purchase Order and shall not, without the prior written consent of UCB, be released or divulged to any other person or entity. UCB shall require a similar agreement of any subcontractors performing work under the Purchase Order. This covenant shall survive expiration or termination of the Purchase Order.

#### 12. FORCE MAJEURE

UCB shall not be liable to the Supplier for failure to accept delivery of the Goods or Services resulting from any breakdown of the plant or apparatus, fire, explosion,

accident, strike, lock-out or any other event or cause beyond its control.

If the Supplier fails to perform any part of this Purchase Order by reason of any event or cause specified in the preceding sub-clause, we may at our discretion suspend or cancel the delivery of the Goods, the performance of the Services and / or the performance of this Purchase Order without any liability to the Supplier for payment. In the event, we shall be able to recover from the Supplier such sums of money expended by us in connection with the Purchase Order.

#### 13. GENERAL CONDITIONS OF PURCHASE

In the absence of a negotiated and executed contract governing the purchase and delivery of the Goods or the performance of the Services, these conditions of purchase as well as the particular conditions expressed on the Purchase Order will govern any and all purchases.

Unless accepted in writing by our company, the conditions of sale as provided on the confirmation of the Purchase Order, invoice or other documents emanating from the Supplier will be considered as null and void.

#### 14. CODE OF CONDUCT

Supplier agrees to adhere to the principles of the UCB Code of Conduct which can be found at <http://www.ucb.com/investors/governance/conduct>.

#### 15. ASSIGNMENT

In no event shall Supplier assign its obligation to perform under the Purchase Order and any related contract or agreement to a third party without UCB's prior written consent.

#### 16. JURISDICTION

The laws of Spain with the exception of its conflict of law rules and the Vienna Convention on the International Sale of Goods dated April 11, 1980, are applicable.

In case of dispute only the courts of Madrid will have jurisdiction. The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or of any remaining part of such provision.