



UCB Farchim SA – Z.I. de Planchy, Ch. Croix-Blanche 10, CH-1630 Bulle (“UCB”)
UCB Pharma SA – Z.I. de Planchy, Ch. Croix-Blanche 10, CH-1630 Bulle (“UCB”)
UCB Medical Devices SA – Z.I. de Planchy, Ch. Croix-Blanche 10, CH-1630 Bulle (“UCB”)

GENERAL PURCHASING CONDITIONS (translation) September 2015

1. PURCHASE ORDERS

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

2. DELIVERY TERM

The delivery dates mentioned on the purchase orders are to be respected. Unless expressly indicated otherwise by us, the dates will be the dates of arrival of the goods or materials in our premises. In the event that delivery dates are not respected, we reserve the right to claim damages.

Moreover, in the event of non-execution of the deliveries, either partially or totally, within 8 days as from the due delivery date as indicated by us, we reserve the right to cancel the purchase orders or part of the purchase orders not yet executed, by giving an 8-day notice, by registered mail, without prejudice to our right to claim for damages for non-execution of the delivery terms.

3. DISPATCH NOTICE OF DISPATCH

Goods are delivered in Bulle according to UCB’s instructions and the agreed Incoterm which is indicated in the Purchase Order. When no Incoterm is specified the Incoterm DAP 2010 Bulle shall apply.

4. PACKING

Unless otherwise provided for in the purchase order form or on the notice of dispatch, 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. PLANS AND DESIGNS

All plans, designs and gauges will be returned to us upon delivery of the goods, they remain our sole property and will neither be divulged nor reproduced without our written consent.

6. INSURANCE

Unless otherwise mentioned, insurance will be provided by the supplier and/or the carrier company, notwithstanding the chosen incoterm. Related costs hereto are at the supplier s expense.

7. RECEPTION, ACCEPTANCE AND GUARANTEE

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

In the event of non-conformity of the goods or materials delivered to the specifications indicated in the purchase order or to the quality of a sample accepted by us, we reserve the right to return the goods or materials to the supplier, at the latter s expense, without prejudice to our right to claim for damages.

Our suppliers warrant that all goods, materials and spare-parts shall be delivered without any apparent or hidden defect in their composition, manufacture or performance.

All goods and materials supplied will have to be in accordance with all the usual security standards and all statutes, rules and standards in force in Switzerland as well as the European directives and NBN and EU norms. The suppliers will be solely responsible for any and all costs resulting from any and all necessary changes, reparations and / or replacements of nonconforming deliveries. The suppliers will be responsible for the payment and will hold us harmless against any direct or indirect damages, costs, losses and any other expenses incurred pursuant to the use of any patented apparatus, machinery, or part of it, or processes incorporated in the goods delivered.

8. INTERNAL RULES

All suppliers or service providers are expected to comply with all internal rules as well as any Health, Safety and Environmental procedures of the UCB Farchim site (of which a copy is available on request).

9. USAGES

UCB requires that the product and services you supply to us have the lowest environmental (during their entire life cycle) and the most positive social (no child labour, occupational health and safety, regulatory compliance) impact.

10. INVOICES AND PAYMENTS

Unless otherwise mentioned, the goods or materials supplied will be invoiced on acceptance and the invoices will be due and payable 60 days following the end of the month of invoice.

11. 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 11.

12. 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 12 shall survive expiration or termination of the Purchase Order.

13. 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.

14. CODE OF CONDUCT

Supplier agrees to adhere to the principles of the UCB Code of Conduct which can be found at https://www.ucb.com/_up/ucb_com_our_company/documents/Final-UCB-Responsible-Sourcing-Code-of-Conduct.pdf

15. 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.

16. 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.

17. VALIDITY OF GENERAL CONDITIONS OF PURCHASE

These conditions of purchase as well as the particular conditions expressed on the purchase order will rule any and all purchases. Unless accepted expressly and in writing by our company, the conditions of sale as provided for on the confirmation of purchase order, invoice or other documents emanating from the suppliers will be considered as null and void.

18. JURISDICTION

In case of dispute, only the Court competent for UCB Farchim SA, Bulle, Switzerland, will have jurisdiction. The Laws of Switzerland will govern this agreement without taking into account the laws of conflict.