UCB SA – Allée de la Recherche 60, 1070 Brussels (Belgium) ("UCB")
UCB Pharma SA – Allée de la Recherche 60, 1070 Brussels (Belgium) ("UCB")
UCB Biopharma SRL – Allée de la Recherche 60, 1070 Brussels (Belgium) ("UCB")

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GENERAL PURCHASING CONDITIONS

1. DEFINITIONS

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

"Purchase Order" means a written purchase order for Goods or Services issued by UCB. Purchase Orders issued electronically by UCB shall have the same validity.

"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. APPLICABILITY

In the absence of a separate mutually signed contract governing the purchase and delivery of the Goods and/or the performance of the Services, these General Purchasing Conditions ("T&Cs") as well as the particular conditions expressed in the Purchase Order (together, the "Agreement") will govern UCB's purchase of Goods and/or Services from Supplier. In case of a discrepancy between the Purchase Order and a provision of these T&Cs, the provision of the Purchase Order shall have precedence. Deviations (if any) to these T&Cs are set forth in Annex A (UCB Country-Specific Provisions). In the event of a conflict between these T&Cs and the provisions in Annex A, the latter shall prevail.

Unless agreed otherwise in writing by UCB, these T&Cs supersede and replace any general terms and conditions of Supplier. Supplier's terms and conditions included in the offer, quote, confirmation of the Purchase Order, invoice or any other documents will be deemed null and void.

Supplier's acceptance of a Purchase Order shall automatically imply the acceptance of these T&Cs, excluding any of Supplier's own terms and conditions.

3. PURCHASE ORDERS

UCB will not be liable for any orders or instructions made verbally unless they are confirmed in writing in a Purchase Order. Supplier shall return a confirmation or rejection of the Purchase Order to UCB within five (5) working days. If Supplier fails to do so, the Purchase Order will be deemed to be accepted by Supplier.

4. DELIVERY TERMS

The delivery dates for Goods and/or Services noted on the Purchase Order are of the essence and shall be strictly adhered to by Supplier. Unless expressly indicated otherwise by UCB, the delivery dates set forth in the Purchase Order are the dates the Goods must arrive on the premises indicated in the Purchase Order, and/or the dates of completion of full performance of the Services by Supplier. Title to the Goods shall pass from Supplier to UCB upon delivery of the Goods.

5. RECEPTION, ACCEPTANCE AND WARRANTY

Unless stated otherwise in the Purchase Order, the reception and acceptance of the Goods and/or Services will take place at UCB's premises.

Supplier shall package and label all Goods in a manner that will ensure adequate protection against deterioration and physical damage during transport and must conform to common carrier rules and regulations. Supplier warrants all Goods (including their packaging) shall be delivered without any apparent or hidden defect in their design, composition, manufacture or performance and shall be fit for the purpose(s) set out in the Purchase Order and any other use that can be reasonably expected of such Goods and that all Goods (including their packaging) supplied will comply with all customary security standards and all applicable laws and standards ("Conforming Goods").

Supplier warrants that all Services will conform with all descriptions and specifications set out in the Purchase Order and will be provided to the highest standard of current established practice in the industry for similar services and shall further be in accordance with all customary security standards and all applicable laws and standards ("Conforming Services").

In the event Supplier does not deliver Conforming Goods or Conforming Services, UCB reserves the right to return the Goods to Supplier at Supplier's expense (in case of Goods) and to refuse the Services (in case of Services) and to refuse to make payment for the non-conforming Goods and/or Services. Without prejudice to UCB's right to claim for damages and, at UCB's sole discretion and without prejudice to any other rights UCB may have by law or otherwise, at UCB's request, Supplier will, at Supplier's expense, repair or replace the non-conforming Goods and/or make the Services Conforming Services within a reasonable period of time after UCB has notified Supplier that the Goods and/or Services are non-conforming. If, at UCB's determination, Supplier has failed to correct the non-conforming Goods and/or Services, Supplier shall reimburse UCB all money expended by UCB in connection with the Purchase Order. Any repaired or replaced Goods, or part thereof, or re-performed Services, shall carry warranties on the same terms as set forth above.

Supplier will be responsible for the payment of, and will indemnify and 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 for reasons attributable to Supplier's Goods and/or Services, including Supplier's acts or omissions. Supplier warrants the sale, use or incorporation into Goods of all machines, devices, and materials furnished hereunder, which are not of UCB design, composition or manufacture, shall not infringe any valid third-party patent, copyright, trade secret, trademark or other similar rights (intellectual and/or contractual). Supplier shall indemnify and hold UCB (and all persons acting on behalf of 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.

6. INVOICES AND PAYMENTS

Unless agreed otherwise in writing, or unless restricted by applicable law, the Goods supplied and/or Services performed will be invoiced on UCB's acceptance and the invoices will become due and payable sixty (60) days following receipt of the undisputed invoice.

Supplier is required to complete UCB's Supplier Lifecycle Performance (SLP) registration process in order to be onboarded as a vendor. Unless agreed otherwise by the Parties in writing, Supplier shall submit all invoices through the ARIBA network. Supplier ARIBA fees may apply depending on the ARIBA transactions method, the number of documents exchanged and the yearly turnover. However, any costs associated with the use of the ARIBA network are the sole responsibility of the Supplier and may not be passed through to UCB. The invoicing guidelines and all necessary information regarding the ARIBA network are on the UCB Supplier Portal (www.ucb.com/our-company/Suppliers). Supplier confirms it has read and understood the invoicing guidelines. In the event (i) electronic invoice delivery is not allowed by mandatory local law, (ii) local law mandates the use of a specific electronic invoicing system, or (iii) UCB agrees in an SOW that Supplier is not required to use the ARIBA network, Supplier shall submit the invoice to UCB in accordance with the invoicing guidelines on the UCB Supplier Portal. All supporting documentation or receipts must be (i) included in the same PDF file as the invoice or attached as a separate non-PDF file in the e-mail (where applicable) and (ii) retained by Supplier in accordance with legal requirements and in no event less than one (1) year after payment is received.

If UCB fails to comply with the payment terms in this Section, a late payment fee shall be due for the period of default at an annual interest rate (calculated on a per annum basis, without compounding) applied by the European Central Bank to its most recent main refinancing operations on the first day of the relevant half-year period in which the payment became overdue, increased by eight (8) percentage points, or such other rate as may be prescribed by mandatory applicable law, whichever is higher.

7. PERSONNEL

Supplier undertakes to only use personnel which have the appropriate skills and expertise for delivery of the Goods and/or the performance of the Services. The personnel of Supplier remain at all times under the sole responsibility, guidance, authority and supervision of Supplier.

All personnel of Supplier entering a UCB facility, or its affiliates, in connection with the delivery of the Goods and/or the performance of Services, shall comply with all applicable laws, including environment, health and safety rules, and all applicable UCB guidelines and business rules (a copy of which is available on request). 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 Section.

8. INSURANCE

Supplier shall, at Supplier's expense, maintain insurance policies that adequately cover any claims for damages relating to its Good and/or Services, the risk of loss or damage to Goods and UCB's property, and Supplier's liability arising from the law or its legal relationship with UCB. Upon UCB's request, Supplier shall provide evidence of such insurance.

9. UCB 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, shall be and remain UCB's sole property (collectively "UCB Property") and shall be subject to the confidentiality provisions in these T&Cs. All such UCB Property shall be used only in the performance of the work and in accordance with this 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 Section shall survive expiration or termination of the Agreement.

10. CONFIDENTIAL INFORMATION

Supplier covenants and agrees that Confidential Information disclosed by or on behalf of 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 disclosed to any other person or entity.

"Confidential Information" means any information disclosed by UCB to Supplier including but not limited to data and personal data; processes, documents, designs, plans, and specifications; financial, pricing and customer information; the Agreement; and any other information which is considered confidential in the normal course of business. Supplier shall ensure its subcontractors (to the extent subcontracting is permitted by UCB) performing work under the Purchase Order are bound by confidentiality obligations at least as protective as those in these T&Cs. This Section shall survive expiration or termination of this Agreement.

11. DATA PRIVACY

Supplier shall ensure that any person acting on its behalf (including directors, officers, employees, consultants, contractors, subcontractors and professional advisors) involved in the provision of the Services and/or the supply of the Goods is duly informed of the processing of his/her personal data by UCB (acting as a controller vis-à-vis their personal data) by providing that person immediately with the data protection notice available at https://www.ucb.com/privacy-policies ("UCB Data Protection Notice for Suppliers"). Supplier shall provide to UCB, upon UCB's first request, evidence demonstrating Supplier has duly informed the persons acting on its behalf of UCB's Data Protection Notice for Suppliers.

12. FORCE MAJEURE

Neither party shall be liable to the other party for failure to perform its obligations under the Agreement resulting from any breakdown of a facility, plant or apparatus, fire, explosion, accident, strike, lock-out or any other event or cause beyond that party's reasonable control (a "Force Majeure Event), provided that the affected party notifies the other party as soon as reasonably possible and ultimately within three (3) working days from the date of such event or cause.

In case any Force Majeure Event lasts over a period of thirty (30) days, either party may suspend or cancel the affected Purchase Order by giving written notice to the other party. In such event, UCB shall pay for the Goods delivered and/or Services satisfactorily performed up to the date of suspension or cancellation, and neither party shall have any further liability to the other in respect of the affected Purchase Order, save for any accrued rights and obligations prior to such suspension or cancellation.

13. CODE OF CONDUCT

Supplier agrees to adhere to the principles of UCB's Code of Conduct, which can be found at:
Ethics and Business Integrity | UCB
as well as UCB's Suppliers Code of Conduct which can be found at: Responsible Procurement at UCB | UCB

14. TERMINATION

If either party to this Agreement is in material breach of the Agreement and does not adequately remedy the breach within 30 days of written notice of such breach (if capable of remedy), the other party may terminate the Agreement immediately upon written notice to the party in breach.

If either party is dissolved or liquidated, files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of its creditors or has a receiver appointed for all or substantially all of its property, or experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated, the other party may, if permitted by law, terminate the Agreement immediately upon written notice.

This Agreement may be terminated at any time by UCB for convenience by giving Supplier thirty (30) days' prior written notice. In such event, UCB will pay for (i) the Services completed and Goods delivered up until the effective date of termination, and (ii) any documented, reasonable and non-cancellable costs and commitments entered into by Supplier with third parties in connection with the Services being terminated or Goods to be delivered under the Purchase Order, provided Supplier, upon UCB's request, provides UCB with documentary proof of such costs incurred. For the avoidance of doubt, UCB shall not be liable for any of Supplier's own internal costs, loss of anticipated profits, or overhead arising from such termination, and Supplier shall use reasonable efforts to mitigate such costs.

15. ASSIGNMENT

In no event shall Supplier assign any of its rights or obligations under this Agreement to a third party without UCB's prior written consent.

16. SEVERABILITY

If any provision of these T&Cs is held to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions, and the conditions will be deemed amended to the extent necessary to render the otherwise void or unenforceable provision valid and enforceable, and to accomplish to the largest extent possible the original business purpose of these T&Cs.

17. WAIVER

No delay or omission by either party to exercise any right occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement will be construed to be a waiver of such right. The partial or total payment of invoices shall be without prejudice to any other rights or remedies of UCB under applicable law or this Agreement.

18. WAIVER OF CLAIMS

To the fullest extent permitted by law, Supplier agrees not to bring any claims, actions, or demands against UCB's directors, officers, employees, agents, consultants, contractors, or subcontractors.

19. GOVERNING LAW AND JURISDICTION

The governing law and jurisdiction for any dispute or claim

arising out of or in connection with this Agreement depends on where the matter arises, as follows:

Within Belgium: This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Belgium without taking into account its conflict of law rules. Any dispute, if not amicably settled, shall be exclusively submitted to the courts of Brussels, Belgium.

Within the USA: This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Georgia (USA) without taking into account its conflict of law rules. Any dispute, if not amicably settled, shall be exclusively submitted to the courts of Cobb County, Georgia (USA).

Within the United Kingdom (UK). This Agreement, and any dispute or claim arising out of or in connection with it, as well as any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England without taking into account its conflict of law rules. Any dispute, if not amicably settled, shall be exclusively submitted to the courts of the location of UCB's registered office in the UK.

Outside of Belgium, USA & UK: This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the country where the registered office of UCB issued the Purchase Order, without taking into account such country's conflict of law rules, and the courts of the location of UCB's registered office in that jurisdiction.