General Purchasing Terms and Conditions for ratiopharm Arzneimittel Vertriebs-GmbH ("ratiopharm")

1. General
1.1 ratiopharm concludes legal transactions, in particular the purchase of goods and/or the ordering of services solely on the basis of the following General Purchasing Terms and Conditions unless otherwise agreed in individual cases between ratiopharm and the Supplier or Customer.

1.2 The German language version of ratiopharm's General Purchasing Terms and Conditions shall even apply when the legal transaction in question has been concluded in a language other than German. Any version in a different language shall be for information purposes only.

1.3 Any terms and conditions of business belonging to the Supplier or the Customer shall not be accepted except where ratiopharm has expressly agreed to the application thereof in writing in the individual case in question.

2. Quote
In its quote, the Supplier shall be required to adhere to ratiopharm's request precisely and to expressly indicate any deviations therefrom in its quote. Quotes shall be provided free of charge. The Supplier shall be bound by its quote for a period of 6 weeks following receipt thereof by ratiopharm.

3. Orders and Correspondence
3.1 ratiopharm may place orders in writing, by fax, by telephone or electronically. They shall require immediate handwritten order confirmation from the Supplier on a copy of ratiopharm's order (or alternatively, by stamp) specifying the delivery date. In the case of an order placed by ratiopharm by telephone, the Supplier shall issue and send ratiopharm its own order confirmation, including the announcement of the delivery date. Scans of the order confirmation must be sent to **Auftragsbearbeitung@ratiopharm.at** by the time of collection of the goods from the Supplier at the latest. A hard copy of the order confirmation must be sent by post to:

ratiopharm Arzneimittel Vertriebs-GmbH
Donau-City-Str. 11, Ares Tower, top 13,
A – 1220 Vienna

3.2 The prices agreed upon with the Supplier shall be fixed prices plus the respective statutory value added tax. The Supplier shall bear the transportation costs, including packaging, insurance and all other taxes and ancillary expenses, unless otherwise expressly agreed upon. Price adjustment clauses and similar shall not be accepted by ratiopharm unless negotiated and agreed upon with ratiopharm in writing in the individual case in question.

Delivery shall be made solely on Euro pallets (L 120cm x W 80cm x H 120cm) with only a single batch number being supplied on each Euro pallet (no mixtures!). Opened boxes must be clearly marked with a sticker stating "Broken Cardboard box".

3.3 All correspondence from the Supplier must be addressed to the ratiopharm department placing the order only.

4. Delivery Lead Times
4.1 Delivery dates and lead times agreed upon shall be binding on the Supplier.

4.2 If delays are expected or occur, the Supplier shall be required to notify the relevant ratiopharm department thereof immediately and in writing indicating the reasons for such delay and indicating the anticipated delivery date.

4.3 In the case of early delivery, ratiopharm shall be entitled to either refuse to accept the delivery or to invoice the Supplier for any costs incurred as a result of the early delivery, e.g. storage space rental etc. Where the early delivery is accepted, the goods shall only be deemed to have been delivered upon the date agreed for the purposes of calculating payment due dates.

4.4 In the case of late delivery, ratiopharm shall be entitled to either claim performance and damages due to delay from the Supplier or to withdraw from the Agreement and claim compensation for non-performance after granting a further grace period of 14 days.

5. Delivery and Delivery Documents

5.1 Place of performance is the delivery address stated in the order. Unless otherwise agreed in writing, deliveries shall be made free domicile to the delivery address stated in the order.
5.2 The packing list and delivery documents must be specified in such a way that an incoming goods inspection is possible and must at least contain:

- supplier
- article description and product name
- ratiopharm's order number
- material number
- delivery quantity
- edition number
- form of trade (goods for sale or samples)
- batch number and exact expiration date
- continuous pallet list with pallet number and dimensions (l x w x h)

Original copies must be sent to:
ratiopharm Arzneimittel Vertriebs GmbH
Donau-City-Str. 11, Ares Tower, top 13,
A – 1220 Vienna

and copies to **Auftragsbearbeitunginvoice@ratiopharm.at** by the date of collection of the goods from the Supplier at the latest.

5.3 The Supplier shall be liable for ensuring that all deliveries subject to a labelling obligation are properly labelled. The marking must also be made in order confirmations and in all shipping documents.

5.4 The delivery documents must be attached to the consignment as an accompanying document if the delivery is made by a vehicle forwarder or by post. In the case of rail shipments, the delivery documents must be delivered by post on the day of shipment.

6. Analysis Certificates
Analysis certificates must document the product's approval for the market and original copies must be sent for each batch, in compliance with EU directives, to:

ratiopharm Arzneimittel Vertriebs GmbH
Donau-City-Str. 11, Ares Tower, top 13
A – 1220 Vienna

and copies to **Certificateanalysis@ratiopharm.at** by the date of collection of the goods from the Supplier at the latest.

7. Warranty
7.1 Insofar as the nature of the subject matter of the contract permits the assumption of a warranty, the Supplier shall warrant for its deliveries for a period of 24 months after commissioning or use, or if applicable after rectification of any defects complained of, that the subject matter of the delivery does not show any defects impairing use or operation and that it possesses the properties required under the contract and warranted by the Supplier.

7.2. The warranty provisions also apply in particular to the stated performance and consumption figures and also extend to the parts purchased by the Supplier from its sub-suppliers.

7.3 The Supplier warrants that the delivery item or the delivery service complies with the generally accepted rules of technology as well as the applicable statutory provisions and, for whatever legal reason, other binding standards.

7.4 The acceptance of the delivered goods is subject to a later inspection and leaves any warranty obligation of the Supplier unaffected. ratiopharm shall not be subject to any inspection and complaint obligations of any kind, in particular the inspection and complaint obligations according to § 377 UGB and § 378 UGB are excluded. ratiopharm must give notice of visually recognisable defects in a delivery within 30 calendar days of receipt of the goods, all other defects within 30 calendar days of becoming aware of the defect. If a defect is detected in a part of a delivery, the entire delivery shall automatically be deemed defective.

7.5 If the delivery item is defective or if the service provided by the Supplier does not comply with the contractual agreement, ratiopharm shall be entitled to all statutory claims without limitation. The Supplier shall compensate ratiopharm for any damages resulting from defective delivery or performance. If the Supplier allows a reasonable period of grace granted to it to expire without having provided a replacement or remedied the defect, ratiopharm may remedy the defects itself at the expense of the Supplier or commission a third party to do so. ratiopharm is entitled to offset the costs necessary for remedying the defect or to assert rights of retention. This shall also apply if the claim and debt do not arise from the same legal transaction.

7.6 The Supplier shall be liable for replacement deliveries and repair work to the same extent as for the original delivery item. For replacement deliveries, the warranty period shall begin anew.

7.7 Exclusions and limitations of liability on the part of the Supplier of any kind, in particular with regard to warranty or compensation, shall not be accepted by ratiopharm except where these have been negotiated and expressly agreed upon in writing with ratiopharm in the individual case in question.

8. Product Liability

8.1 Insofar as the Supplier is responsible for a product damage, he is obliged to indemnify ratiopharm against claims for damages by third parties upon first request insofar as the cause lies within his sphere of control and organisation and it itself is liable in the external relationship. In this context, the Supplier is also obliged to reimburse ratiopharm for any expenses resulting from or in connection with a recall campaign carried out by ratiopharm. As far as possible and reasonable, ratiopharm will inform the Supplier about the content and scope of the recall measures to be carried out and give it the opportunity to comment.

8.2 The Supplier undertakes to take out an appropriate product liability insurance policy.

8.3 Further claims for damages remain unaffected.

9. Quality Audits and Infringements of Property Rights

9.1 The Supplier shall be required to set up and maintain a quality management system. ratiopharm hereby reserves the right to verify the effectiveness of the quality management system on site or to have such checks carried out by a suitable third party commissioned by ratiopharm. In this respect, the Supplier shall be obliged to provide all documentation and information required for the performance of such quality audits and shall also grant access to its production facilities for this purpose.

9.2 If the Supplier is not also the manufacturer of the goods ordered by ratiopharm, it shall be required to ensure, through suitable means, that the manufacturer of these goods also complies with the obligations set out in clause 9.1.

9.3 The Supplier shall be liable for any commercial property rights or other third party rights being breached as a result of the delivery or proper use of the items delivered. The Supplier shall hold ratiopharm and its customers free and harmless in this respect.

10. Invoices and Payments

10.1 The Supplier's invoices must not be included with the delivery. They must be raised as soon as delivery is made successfully and must contain all legally required elements. They must be sent by post and specifying the order number to:
ratiopharm Arzneimittel Vertriebs GmbH
Donau-City-Str. 11, Ares Tower, top 13,
A – 1220 Vienna
Intercompany code 616
VAT code ATU43929200

and copies to **Auftragsbearbeitunginvoice@ratiopharm.at** by the date of collection of the goods from the Supplier at the latest.

Any duplicates must be clearly marked as such. The payment term shall only begin to run once written confirmation of proper receipt of the goods, including any necessary approval documentation, is received in writing by ratiopharm.

10.2 Payment periods shall commence from the date of receipt of the invoice. If the ordered item is received or if the documents belonging to the order are only received after the invoice has been received, the payment period shall commence only after this receipt. Additional costs, which must be proven by measurement sheets, time sheets, etc., shall only be accepted subject to further examination if these documents have been confirmed by ratiopharm.

10.3 Neither payment in full nor part-payment by ratiopharm shall constitute acknowledgement of the correctness of the invoiced delivery.

10.4 The Supplier shall only be entitled to offset counterclaims where this has been expressly consented to in writing by ratiopharm.

10.5 The Supplier may only assign his claims against ratiopharm with the prior consent of ratiopharm. Such consent may not be withheld without good cause.

10.6 ratiopharm is also entitled to a right of retention vis-à-vis the Supplier if the obligation and the claim are not legally connected.

10.7 Unless otherwise agreed, ratiopharm shall pay by bank transfer or crossed cheque, at its option, within 30 days less 3% discount or within 60 days net. Place of performance for payments is Vienna.

11. Order Documentation

11.1 Drawings and documents, in particular those required by ratiopharm for the installation, operation and maintenance or repair of the delivery item, shall be made available by the Supplier in good time and unsolicited free of charge.

11.2 All information, drawings, drafts, films, originals etc. which are made available to the Supplier for the manufacture of a delivery item may not be used for other purposes, duplicated or made accessible to third parties. The same applies to drawings which the Supplier prepares according to ratiopharm's specifications. The Supplier must regard the order and the related work as business secrets and treat them confidentially. He shall be liable for all damages incurred by ratiopharm as a result of the infringement of ratiopharm's property rights and industrial property rights. All documents made available to the Supplier must be returned to ratiopharm immediately upon request together with all copies or duplicates.

12. Data Protection and Data Storage

12.1 The parties process the personal data entrusted to them within the scope of the cooperation in accordance with the Data Protection Basic Regulation (DSGVO, Regulation (EU) 2016/679), the Data Protection Act (BGBl 1999 I/165, as applicable) or any other applicable law on the protection of personal data ("Personal Data") strictly confidentially and in compliance with the applicable data protection provisions. This includes in particular the lawfulness of the processing, the processing in good faith and transparency, the purpose limitation, the minimisation of data, the correctness of the processing, the limitation of storage as well as the integrity and confidentiality of the personal data. The Supplier may not do, cause to be done or permit anything that could cause or otherwise result in an infringement of the Personal Data by ratiopharm.

12.2 If the contractual goods and/or services require the processing or other use of personal data by the Supplier, the Supplier shall do so only in the name and for the benefit of ratiopharm and only in accordance with the manner expressly approved by ratiopharm and necessary for the performance of the contract and shall not make them available or accessible to third parties without the prior written consent of ratiopharm.

12.3 Personal data may only be processed or otherwise used by the Supplier in strict accordance with ratiopharm's instructions, which ratiopharm must specify in more detail in a contract processing agreement.

12.4 The Supplier shall oblige all persons he has commissioned with the execution of this contract to comply with these requirements. This shall also apply to any processing by third parties which must be carried out exclusively in compliance with the applicable data protection provisions.

12.5 At the request of one of the parties, the other party shall provide the requesting party's Data Protection Officer with evidence, in the form required by law, that it has complied with its obligations under this Agreement. Information provided by ratiopharm pursuant to Article 13 of the DSGVO and further information on the handling of personal data of ratiopharm's business partners can be found at https://www.ratiopharm.at/datenschutz.html https://www.Teva.de/allgemeine-datenschutzrichtlinie/ .

12.6 If ratiopharm makes Personal Data of the Supplier's employees available within the scope of fulfilling the contract, the Supplier shall inform its affected employees accordingly and provide them with the data protection declaration valid for ratiopharm.

13. Compliance (TEVA's Ethical Standards, Anti-Corruption

13.1 The Supplier entering into this Agreement understands that the parent company of the Teva Group, Teva Pharmaceutical Industries Ltd. based in Israel, including all of its affiliates and subsidiaries, in particular ratiopharm Arzneimittel Vertriebs-GmbH (collectively "Teva"), is subject to applicable anticorruption laws and principles, including the United States Foreign Corrupt Practices Act, the U.K. Bribery Act and the laws of Israel.

13.2 The Supplier, as the Third Party Representative of Teva, acknowledges by entering into this Agreement that it is also subject to these laws and must comply with them in all respects when acting on behalf of Teva or providing services.

13.3 By entering into this Agreement the Supplier further agrees to Teva's Ethical Standards, which are available at all times below:
http://tevanet.teva.corp/BusinessUnits/GlobalCompliance1/Policies%20and%20Procedures/Policies/Ethical%20Business%20Clauses.doc.

13.4 The Ethical Standards include the Supplier's obligation to comply with all applicable anticorruption laws, to ensure adequate and lawful payment methods, to maintain accurate financial books and records and to grant Teva the right to audit the Supplier's books and records for a period of five years after the conclusion of this Agreement.

13.5 In addition, by entering into this Agreement, Supplier undertakes to ensure that all third parties (including but not limited to subcontractors) engaged by Supplier to provide services and/or sell goods in connection with Teva also comply with Teva's Ethical Standards as agreed by Supplier herein.

13.6 The Supplier shall indemnify and hold Teva harmless without limitation for the fulfilment of all of its obligations and duties under this clause 13. This applies in addition to Teva's other rights and remedies. Teva reserves the right to claim any additional damages; damages paid to Teva will be set off against the additional damages suffered by Teva.

14. Advertising
The Supplier may only make reference to the business relationship with ratiopharm in its advertising by prior written agreement with ratiopharm. This shall also apply in particular to any links on the Supplier's website to ratiopharm's web-site.

15. Assignment
15.1 The Supplier shall only be entitled to assign its rights and obligations, in full or in part, to third parties with ratiopharm's prior written consent.

16. Final Provisions, Applicable Law and Venue
16.1 Austrian law shall apply to the exclusion of any collision regulations. Application of the United Nations Convention on the International Sale of Goods (Federal Law Gazette 1988/96) is hereby expressly excluded.

16.2 The courts of Vienna, Austria, where ratiopharm is headquartered, shall have jurisdiction. ratiopharm shall be entitled, however, to transfer jurisdiction to a different venue, e.g. in the Supplier’s location.

17. Validity
These General Purchasing Terms and Conditions apply from 01-01-2019. They also apply to new, future business relationships, unless they are replaced by new General Terms and Conditions.