

**GENERAL CONDITIONS OF PURCHASE****1. GENERAL TERMS**

These general terms and conditions define the mutual rights and obligations of Fresenius Vial S.A.S and its suppliers regarding the manufacture or sale of goods of any kind and/or intellectual services of any kind.

For all products or services that are not the subject of special conditions that expressly deviate from these general conditions, these general conditions constitute the legal basis for contracts between Fresenius Vial S.A.S. and its suppliers in the areas mentioned above. The execution of orders shall be considered to constitute express and unrestricted acceptance of these conditions, even if not signed, as well as a waiver by the Supplier of its own general terms and conditions of sale.

**2. CONCLUSION OF THE CONTRACT****2.1 Responsibility and signature**

The Supplier must send Fresenius Vial S.A.S. an acknowledgment of receipt no later than 48 hours following receipt of the order. In the absence of any reservation on the part of the Supplier and in the absence of an acknowledgment of receipt, this measure automatically implies acceptance of the special conditions and general conditions of Fresenius Vial S.A.S.

**2.2 Acceptance of the order by the Supplier**

Fresenius Vial S.A.S. reserves the right to stop any goods at the entrance to its factories, if they were not ordered or fail to conform to or respect these conditions of purchase, returning them, if necessary, at the expense of the sender.

Fresenius Vial S.A.S. reserves the right to stop any consultant sent by the Supplier at the entrance to its premises if the consultant does not comply with these conditions.

**2.3. Quality and duty to advise.**

As a specialist in its field, the Supplier is under an obligation to advise Fresenius Vial S.A.S. due to Fresenius's lack of knowledge of the relevant professional field.

Suppliers consulted on a product are responsible to Fresenius Vial S.A.S. for the quality of that product. The products delivered, or the deliverables, must comply with the specifications referenced in the specifications, or any other document describing the order, that has been made available to the Suppliers.

The Supplier shall be obliged to comply with the standards and quality criteria laid down in the terms of the contract.

All non-conforming products will be refused, and invoicing will be suspended until the dispute is settled.

**2.4 End of life – Product Modification (PCN)****2.4.1. Modification of the product**

If the Supplier decides to change the form, function, or composition of any product, or any process related to the manufacture or obtaining of that product, the Supplier must give Fresenius Vial S.A.S. written notice six months prior to the change including all relevant references, regardless of sales history.

The Supplier shall accept orders for unmodified products from the Company six (6) months after the date of notice, for delivery up to twelve months after the expiration of the six month period mentioned above.

Should this change not be acceptable to Fresenius Vial S.A.S., Fresenius Vial S.A.S. will communicate this to the Supplier, who will be obliged to provide Fresenius Vial S.A.S. with a replacement product with the same functionality.

**2.4.2. End of life**

In the event that the Supplier stops the manufacture of any product, the vendor must give Fresenius Vial S.A.S. written notice twelve (12) months in advance, including all relevant references, regardless of sales history. The vendor will accept orders from Fresenius Vial S.A.S. during the notice period, for delivery up to six (6) months after the end of the notice period.

**2.5. Non-Disclosure Agreement**

All business transactions are subject to a confidentiality agreement, a copy of which is given to the Supplier.

**2.6. Molds and tools**

The tools remain the full and entire property of Fresenius Vial S.A.S. and are therefore cannot be transferred or seized. They are made available to the Supplier on its premises for the exclusive purpose of producing the products ordered by Fresenius Vial S.A.S. They must be always accessible by the personnel engaged for this purpose by Fresenius Vial S.A.S. The Supplier must guarantee the marking of each tooling either by affixing a property plate or by any other indelible means (engraving, etc.)

**2.7. Intellectual and industrial property**

Studies, specifications, drawings, and other technical information provided or paid for by Fresenius Vial S.A.S. remain or become the property of Fresenius Vial S.A.S.

The Supplier undertakes not to disclose them to third parties and not to use them for any purpose other than the execution of the orders of Fresenius Vial S.A.S. and shall refrain from keeping any print or copy.

It must additionally return them to Fresenius Vial S.A.S. at the latter's first request.

The results of the work carried out by the Supplier are the exclusive property of Fresenius Vial S.A.S.

The Supplier shall refrain from directly or indirectly exploiting the discoveries and results of the work carried out on behalf of Fresenius Vial S.A.S.

In the event that an invention is discovered, whether patentable or not, the Supplier is obligated to inform Fresenius Vial S.A.S. and acknowledges that Fresenius Vial S.A.S. remains the sole owner of the rights attached to this invention.

The Supplier therefore assigns to Fresenius Vial S.A.S. full and exclusive ownership of any inventions made within the scope of the Services for the entire world.

Within the framework of their relations and for any type of operations (sales or services), the Supplier declares and guarantees that it is the legitimate and sole owner of all industrial and intellectual property rights and that it has acquired the said rights necessary for the performance of the contract.

The Supplier automatically and exclusively assigns to Fresenius Vial S.A.S., upon payment of the deliverables and services, all industrial and intellectual property rights attached to the contract and to these deliverables.

The Supplier undertakes to carry out all acts and formalities deemed necessary or desirable, to enable Fresenius-Vial SAS to fully assert the ownership, benefit, enjoyment, and recognition of the rights referred to herein.

Finally, if software is developed on behalf of Fresenius Vial S.A.S., the Supplier undertakes to hand over to Fresenius Vial S.A.S. any programs and source code for this software, and not to keep copies, unless expressly authorized to do so by Fresenius Vial S.A.S.

**3. EXECUTION OF THE CONTRACT****3.1. Suppliers and their subcontractors**

In accordance with article 3 of the law 75-1334 of December 31, 1975, the Supplier undertakes not to subcontract all or part of the order to Fresenius Vial S.A.S. without prior written agreement from Fresenius Vial S.A.S. on the choice of subcontractor. In any event, even in case of acceptance of a subcontractor, the Supplier remains solely and directly responsible for the order it has concluded with Fresenius Vial S.A.S. At the request of Fresenius Vial S.A.S., the Supplier will provide a list of its own suppliers and subcontractors, specifying the origin and provenance of the materials supplied, if more is provided than simply services.

Fresenius Vial S.A.S. has the right to refuse this subcontracting but must justify its decision. Fresenius Vial S.A.S. cannot be held liable for the consequences which may result from shipments by the Supplier and the Supplier's subcontractors directly to Fresenius Vial S.A.S.'s address.

**3.2. Non-conformity, warranty for hidden defects, warranty for eviction**

The Supplier undertakes, on its own behalf or on behalf of its subcontractors, to deliver goods strictly in accordance with the requirements of the specifications and other requirements of the Fresenius Vial S.A.S. quality documents, or any other document specifying the expected requirement and/or service. Any non-conformity or defect or any apparent or hidden defect shall authorize Fresenius Vial S.A.S., at its discretion, either to demand the replacement of parts and the repair of the equipment, or to refuse or return the goods, costs and expenses to be borne by the Supplier, in accordance with article 1641 et seq. of the Civil Code.

The Supplier will also indemnify Fresenius Vial S.A.S. against any infringement by itself and against any recourse or claim by a third party against Fresenius Vial S.A.S. in respect of the possession and use of the item sold after its delivery, in particular with regard to industrial and intellectual property rights.

**3.3. Order volume**

The annual quantities forecast will be used as a basis for establishing the contractual price(s) for the referenced period, but in no case will these quantities be binding on Fresenius Vial S.A.S. as to the quantity to be ordered thereafter.

**3.4. Deliveries and packaging**

Fresenius Vial S.A.S. will define, in agreement with its Suppliers, the terms and conditions:

- air, sea, or land mode of transport
- name of the transport company
- whether normal or express transport.

Each item must be suitably packaged to meet minimum transport standards to ensure that the goods arrive in good condition at the place of delivery.

The Supplier is responsible for the packaging and delivery of the goods until their actual delivery by Fresenius Vial S.A.S.

**3.5. Delays**

The delivery deadlines on each order and confirmed by the Supplier with the acknowledgment of receipt are firm deadlines even in the case of the provision of services. Any modification of this period must be expressly accepted by Fresenius Vial S.A.S. In the event of total or partial delay in delivery not justified by a legally defined and announced force majeure event, Fresenius Vial S.A.S. reserves the right:

- To cancel the order in whole or in part after formal notice to the Supplier by registered letter
- To obtain the goods ordered from any other supplier at the expense of the defaulting Supplier, with payment of the difference in price by the Supplier to Fresenius Vial S.A.S., subject to any damages
- To claim penalties for delay amounting to 2.5% of the order amount per day of delay, up to a limit of 10% of the total order amount.

**3.6. Mandatory audits**

Suppliers may be audited by Fresenius Vial SAS at a time agreed by both parties, or by certified bodies on an unannounced basis. Suppliers may not object to such audits.

**3.7. Skills and maintenance of dedicated staff by the Intellectual Service Provider**

The Intellectual Service Provider undertakes not to change the consultant(s) or contact(s) in charge of its execution, so as not to disrupt the execution of the contract.

- If a change is necessary (illness, resignation, etc.), the Intellectual Service Provider undertakes to replace the departing consultant with a new consultant who has the necessary skills and knowledge of the information required to perform the services. This replacement will be at the expense of the service provider, at no additional cost to the client, and must not disrupt the performance of the services, in particular its delivery times.

- In the case of an internal promotion of a speaker during a project, the cost of the services indicated in the special conditions shall remain unchanged.

**3.8. Reversibility**

The Intellectual Service Provider undertakes to hand over to Fresenius Vial S.A.S. any database in its possession concerning the services, including the associated sources, all updated files, the list of all system passwords, as well as all traceability on the interventions carried out since the contract came into effect.

**4. INVOICING AND PAYMENT****4.1. Prices**

The prices fixed for an order are firm and non-revisable, unless otherwise stipulated by Fresenius Vial S.A.S. The Supplier guarantees that the prices of the products and/or services ordered do not exceed the prices offered to its other customers under identical conditions and for identical quantities.

**4.2. Payment**

Invoices must clearly show the corresponding Fresenius order number in order to be accepted.

Invoices shall be scanned and sent by email to "Fresenius\_Vial\_AP@fresenius-kabi.com"

If not already done, an IBAN will have to be sent before any first transaction.

Unless otherwise agreed, payments will be made by bank transfer within 60 days net (from date of invoice).

Payment of invoices will be made in accordance with the terms and conditions that Fresenius Vial S.A.S. has agreed with its Suppliers. No assignment of a claim relating to an order of Fresenius Vial S.A.S. may be made by the Supplier to a third party (whether a bank or another party) without the prior consent of Fresenius Vial S.A.S.

**4.3. Transfer of risk and ownership**

The transfer of ownership takes place as soon as the supply or service sold can be materially individualized, in whole or in part, for each deliverable, where applicable.

However, the transfer of risk takes place upon actual delivery, provided that this delivery meets the criteria defined by Fresenius Vial S.A.S. specifications.

**5. RESOLUTION – RESCISSION – SUSPENSION OF THE ORDER**

Resolution of the order may be declared in the event of the Supplier's failure in whole or in part to meet its contractual obligations. In the event of a breach of a particular condition or of one of the general conditions, Fresenius Vial S.A.S. will also have the right to cancel all or part of its order after prior formal notice by registered letter with acknowledgment of receipt, should the breach remain unremedied after said notice.

In the event of war, total or partial strike, riot or lock-out, Fresenius Vial S.A.S. shall have the right to cancel or suspend its current orders, contracts, or agreements without compensation.

In any case of changes in the situation of one of the Suppliers of Fresenius Vial S.A.S. such as: death, incapacity, judicial liquidation, bankruptcy, or a significant change in the structure of the capital or the management bodies, Fresenius Vial S.A.S. shall have the right to terminate all or part of its current orders, contracts, or agreements, in accordance with the terms and within the limits of the legal provisions, and to recover any molds and/or tools provided to Supplier, if applicable.

**6. RESPONSIBILITY OF THE SUPPLIER**

The Supplier shall bear responsibility for any direct and/or indirect damage which it and/or any of its subcontractors may cause Fresenius Vial S.A.S. or a third party in connection with the execution of the order.

**6.1. Insurance**

The Supplier declares that it holds the necessary insurance policies to cover the financial consequences of the liabilities it incurs in the execution of the order, both by virtue of common law and its contractual commitments, for direct and/or indirect bodily, material, and immaterial damages that may occur as a result of or during execution of the order.

The Supplier shall take out any insurance policy necessary to cover the value of the order at its own expense during its transport operation, unless otherwise stipulated in the Incoterm selected.

The Supplier further undertakes to present, upon request by Fresenius Vial S.A.S., the certificates of the insurance policies it has taken out in accordance with this article and shall inform Fresenius Vial S.A.S. of any change in the elements contained therein, as well as in the event of suspension or termination of coverage.

These insurance policies must be maintained throughout the execution of the order.

**6.2. Publicity**

Under no circumstances and in no form whatsoever may Fresenius Vial S.A.S.'s order give rise to direct or indirect publicity without the prior written authorization of Fresenius Vial S.A.S. In the event of authorization, the Supplier undertakes to comply with the forms of advertising and other conditions granted to it.

**6.3. Code of Conduct and Fight against Corruption**

The Supplier undertakes to comply with the provisions of the Supplier Code of Conduct of Fresenius Vial S.A.S., of which it has been made aware on the site or via the following « [https://www.fresenius-kabi.com/fr/documents/Fresenius-Kabi-Suppliers-Code-of-Conduct\\_FR.pdf](https://www.fresenius-kabi.com/fr/documents/Fresenius-Kabi-Suppliers-Code-of-Conduct_FR.pdf)», and undertakes to ensure that it is respected by its suppliers, subcontractors, and service providers.

The Supplier undertakes not to resort to any form of corruption, whether active or passive, direct or indirect, nor to any influence peddling, and declares that it has not granted and will not grant, directly or indirectly, any benefit, gift, payment, remuneration, or advantage whatsoever to anyone with a view to, or in consideration of, the conclusion of the order.

The Supplier declares that it complies with all applicable anti-corruption laws, in particular French law no. 2016-1691 of December 9, 2016 (the "Sapin II Law") and that it will not be subject to civil or criminal penalties, in France or abroad, for violation of laws or regulations regarding the fight against corruption.

Furthermore, the Supplier undertakes to declare to Fresenius Vial S.A.S. any conflict of interest that may arise during the execution of the order.

Supplier agrees to abide by Fresenius policy that prohibits its employees from giving or receiving personal gifts or benefits (other than as a normal business courtesy) to and/or from anyone having a business relationship with Fresenius.

Any breach of conduct or any violation of this clause 6.2 on the part of the Supplier will result in a review of the business relationship and will entitle Fresenius Vial S.A.S. to exercise its right of termination in accordance with these general conditions of purchase.

**6.4. Personal data protection**

"Personal Data" means data of a personal nature as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). Each Party acknowledges that the Personal Data and the processing thereof are subject to the legal and regulatory provisions for the protection of personal data applicable to the Customer or the Supplier.

Either Party may be required to collect and process the Personal Data of the other Party for the purposes of performance of the contract and/or for the purposes of managing files involving natural persons and/or for the purposes of managing its business partners. In this case, the Party concerned is responsible for the processing of such Personal Data within the meaning of the GDPR and undertakes to comply with this regulation and to have it complied with by any of its subcontractors, by taking all necessary preventive and protective measures.

For any information, communications concerning data protection or declarations of "violation of personal data", an email address and a dedicated website are available.

<https://www.fresenius-kabi.com/fr/protection-des-donnees-donneespersonnelles.fvial@fresenius-kabi.com>

**6.5. Jurisdiction**

By express agreement and notwithstanding any printed statement to the contrary by the Supplier, any dispute regardless of nature, origin, or cause shall be subject to the exclusive jurisdiction of the courts of Lyon (69), even in the event of an appeal under the warranty or in the event of a plurality of defendants. Neither the place of delivery or payment nor the methods of dispatch or payment may be novated or derogated from this jurisdiction clause.