

General Terms and Conditions of Purchase

1. Introduction. These general terms and conditions shall constitute an integral element of the Purchase Order. In the event there is any discrepancy between the general terms and conditions and the Purchase Order, the general terms and conditions shall prevail. Any appendix sent along with this Purchase Order constitutes the integral part of this Purchase Order. The General Terms and Conditions of Purchase becomes binding upon Buyer and Seller, once Seller accepts this Purchase Order.
2. Delivery period. The delivery period stated in the Purchase Order shall be deemed binding. Seller shall without undue delay notify Buyer in writing when circumstances arise or become apparent which make it clear that Seller will be unable to adhere to the agreed delivery period. Whenever it provides such notice, Seller shall indicate the reason for the delay and the anticipated duration thereof. Seller shall be liable to Buyer for any and all damages to the extent by law unless it proves that the actual damages were not caused by its default. Buyer's acceptance of any belated delivery of goods or services shall not constitute a waiver of its claims for compensatory damages. If the delay exceeds ten (10) calendar days, Buyer is entitled to cancel this Purchase Order. Seller shall return any and all prepayment of Buyer for this Purchase Order.
3. Quality. Seller warrants that all goods supplied by it and all services rendered by it shall conform to the product specification (if applicable), generally accepted standards of technology, the relevant provisions of law and the regulations and directives of public authorities, trade associations and professional associations. The stricter one shall govern. Seller shall cure defects of goods or services for which Buyer has given notice during the warranty period, at Buyer's option, by repairing or replacing the defective parts or portions or re-performing the services and shall do so free-of-charge without undue delay.
4. Packaging. The package of goods and deliverables shall comply with the terms and conditions hereunder. If no such agreement, the goods or deliverables shall be packed in a generally accepted standard way. If no such generally accepted standard way, the goods or deliverables shall be packed in a safe way, which is enough to protect the goods or deliverables.
5. Price and invoice. The Price is final and includes all materials and labor costs. Buyer shall not be liable to pay any additional compensation or fee in connection with the obligations undertaken by Seller under this Purchase Order, except agreed otherwise. Seller shall issue valid and correct invoices, which shall specify the Purchase Order number and item line number. Seller shall send the copies of Purchase Order and Buyer's receipt note along with the invoices to Buyer's accounts payable team. The title of the bank account and the name of the invoices issuing party shall be in consistent with that of Seller hereunder. Any delayed payment of the Price due to failure of receipt of the foregoing invoices or due to Seller's failure of performance shall not be deemed as Buyer's breach of the contract.
6. Terms of payment. After the receipt of the valid and correct invoices and always subject to the conformity with the quality and quantities of goods or services and the satisfaction of the acceptance criteria hereunder, Buyer shall make the payment to the Seller's designated bank account by bank transfer within the payment terms specified in this Purchase Order upon receipt of the invoices provided that the invoices amount and the items are correct.
7. Tax. Each party shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by the applicable local law for the account of such party. Each party agrees that any invoices issued pursuant to the purchaser order shall comply with applicable local taxation laws and regulations.
8. Conformity. In the event, Seller fails to provide qualified goods or services pursuant to this Purchase Order at the time of delivery. Seller shall cure the defects of goods or re-perform the services immediately upon Buyer's notice. Buyer may deduct the Price or hold the payment until the defects of goods or services have been cured. Buyer's right of rescission and its claims for compensation in damages shall remain unaffected by the foregoing.
9. Assignment and Subcontract. Seller shall not assign or subcontract this Purchase Order without Buyer's prior written consent.
10. Training. Seller shall provide necessary training to Buyer for operation of goods or deliverables, if necessary.
11. Force Majeure. Neither party may be deemed liable for defaults or delays in performing their contractual obligations where such are attributable to force majeure such as war, fire, act of God, civil unrest, strikes, government measures or controls and for other reasons lying outside the control and foreseeability of the party in questions. The party affected by force majeure shall undertake its best efforts to counteract the incident and shall coordinate with the other party as to emergency measures. Where the force majeure situation persists for more than thirty (30) days, the party unaffected by the force majeure shall be entitled to cancel the Purchase Order at any time.

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12. Confidentiality. "Confidential Information" shall mean all information, whether or not in writing and whether or not marked confidential, of a private, secret or confidential nature concerning Buyer's or its Affiliates' business, customers and/or products, including the content of this Purchase Order. Seller shall employ at a minimum the same degree of care to keep Buyer's confidential information confidential as that it uses with respect to its own confidential information of like importance. Seller shall not disclose any part of the confidential information to any third party without the prior written consent of Buyer, except to its employees who need to know such confidential information in order to perform the Purchase Order, each such employee being hereinafter referred to as an "Authorized Recipient", and Seller and its Authorized Recipients shall use the confidential information only for the purpose of this Purchase Order and to the exclusive benefit of Buyer and its Affiliates. Seller warrants that each Authorized Recipient to whom any confidential information is disclosed shall previously have been informed of the confidential nature of the confidential information and have agreed to be bound by terms and conditions substantially equivalent to those contained in this section. Seller shall ensure that the confidential information is not used or disclosed by such Authorized Recipients and shall be responsible for any breach by any such Authorized Recipients of their confidentiality undertakings. Upon completion of the Purchase Order or early termination of this Purchase Order, or at any other time requested by Buyer, Seller shall return the confidential information to Buyer (including copies thereof) and delete all the electronic version of the confidential information. The confidentiality undertakings shall be valid for ten (10) years after the Purchase Order is completed.
13. Personal Data Protection. Seller acknowledges that in order for Seller to perform the Purchase Order, Seller may obtain certain information ("Data") of Buyer or certain employees of Buyer or other relevant persons ("Data Subjects"). The Seller hereby represents and warrants to Buyer that: (i) Seller shall not provide to Buyer, and Buyer has never attempted to obtain from Seller, any of Data Subjects' personally sensitive information; (ii) Seller commits itself to collect and process data in strict compliance with applicable laws and regulations in the countries where data are collected and processed regarding the protection of personal data. In addition, the goods and service deliverables shall not contain any such personally sensitive information; (iii) Any and all Data provided or made available to Seller by Data Subjects, and/or Buyer and/or its affiliates, executors, directors, employees, agents, assigns, shall be used solely for the purposes of this Purchase Order and for the benefits of Data Subjects and shall not be further processed or disclosed to any person without prior consent of Buyer and the concerned Data Subjects; (iv) Seller shall comply with the relevant requirements of data protection law. In particular, Seller shall comply with and shall procure its affiliates, employees, agents and sub-contractors (if so appointed and agreed by Buyer) to comply with the provisions and obligations under this Purchase Order and Personal Data (Privacy) Ordinance (v) Seller shall take appropriate measures to protect the Data provided to or collected by it according to applicable laws and regulations against loss, theft, and mishandling, unauthorized access, disclosure, leak, modification, and destruction. All Data shall be cautiously stored and can only be accessible by authorized employees of Seller or such other agents and contractors to whom such access is necessary to fulfil their obligations.

The Seller shall indemnify Buyer and the concerned data owners for any breach of applicable laws and this Purchase Order which renders Buyer and the concerned data owners liable for any costs, fines, claims or expenses howsoever arising.

14. Intellectual Property. All materials and service deliverables produced in performing this Purchase Order and their corresponding intellectual rights shall belong exclusively to Buyer.

Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Buyer to Seller or not so supplied but used by Seller specifically in the manufacture or the supply of deliverables shall at all times be and remain the exclusive property of Buyer but shall be held by Seller in safe custody at its own risk and maintained, insured and kept in good condition by Seller until returned to the Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such property be used otherwise than as authorized by Buyer in writing.

Seller warrants that the goods and service deliverables shall not violate any intellectual property rights of third parties nor any applicable laws or regulations and that, accordingly, Buyer and its Affiliates shall not, pursuant to Seller's fault, run any risk of prosecution, for any reason whatsoever. Notwithstanding such warranty, in the event that the goods and service deliverables are found to infringe the intellectual property rights of any third party and the use of such goods and service deliverables by Buyer and/or its Affiliates, agents, partners or subcontractors is enjoined, Seller shall, at its own cost, conduct any ensuing litigations and all negotiations for settlement of the third party's claim. Seller shall defend and hold Buyer and its Affiliates harmless from and against any such claim and litigation and shall bear the costs of any payment made in settlement or as a result of an award in a judgment against Buyer and/or its Affiliates.

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15. Anti-bribery and Anti-corruption. Representation and Warranty. Seller represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice, including but not limited to HKAPI Code of Conducts, the Prevention of Bribery Ordinance of Hong Kong, Competition Ordinance of Hong Kong. Without limiting the generality of the foregoing, Seller represents and warrants in particular that Seller and its owners, directors, officers, employees, sub-contractors and agents will not directly or indirectly in connection with the business of Buyer or with this Purchase Order:
- (i) offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any Public Official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly in order to fulfil, obtain or retain (a) regulatory requirements, (b) any kind of business including any commercial transaction to which Buyer is a party, or which is otherwise in connection with this Purchase Order or (c) any other improper advantage;
 - (ii) transfer anything of value to a Public Official without the prior approval of BI Compliance Contact Person (email address: compliance.hk@boehringer-ingenheim.com), regardless of whether or not such transfer might constitute a bribe;
 - (iii) transfer anything of value to sub-contractors, agents or any third party for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official; or
 - (iv) request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Purchase Order.

Public Official. For the purpose of this Purchase Order, "Public Official" means any officer or employee of a local or foreign government or any department, agency, political party, institution, or instrumentality thereof (including officers and employees of government controlled entities), or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, institution or instrumentality, or for or on behalf of any such public international organization as well healthcare professionals, working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government.

Reporting to Buyer. Seller shall report any suspicion of past, current or potential violations of this Section immediately to Buyer Contact Person (email address: compliance.hk@boehringer-ingenheim.com), or via portal <https://www.bkms-system.net/bi>. If Seller is in doubt whether a certain act violates its obligations under this Section, Seller shall contact Buyer Contact Person and shall delay the decision before taking the action.

Training. Seller shall ensure that its directors, officers, employees, sub-contractors and agents receive appropriate anti-corruption training.

Audit Right. Seller agrees that Buyer shall have the right, at its cost, at any time upon reasonable prior notice, to audit Seller's records to ensure its compliance with the provisions of this Purchase Order and applicable laws and regulations by ensuring high level of confidentiality. In addition, upon Buyer's request from time to time, Seller agrees to certify compliance with the foregoing in a form suitable for Buyer.

Consequences of Violation. Any violation of this Section by Seller constitutes a material breach of this Purchase Order. In addition to any other sanction provided by law and/or this Purchase Order, Buyer may terminate this Purchase Order for cause and with immediate effect, if Seller violates its obligations under this Section.

Exclusion. Seller is aware of and acknowledges that Buyer will exclude any potential contractual partners who engage in bribery, collusive practices or any other form of corruption or fraud from Buyers for tenders and future contracting.

Indemnification. Seller shall indemnify and hold Buyer harmless for any loss or damage resulting of a breach by Seller, its directors, officers, employees, sub-contractors and agents of this Section by Seller or of any applicable laws and regulations.

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16. Right to cancel. Buyer may cancel this Purchase Order at any time with reasonable prior written notice to Seller.
17. Governing Law. This Purchase Order shall be governed by the laws of the Hong Kong Special Administrative Region.
18. Dispute Resolution. Any dispute, controversy or claim arising out of or in connection with this Purchase Order that cannot be settled amicably by the Parties within thirty (30) days of its notification by one party to the other shall be settled by the competent courts of the Hong Kong Special Administrative Region.
19. Modification. The modification of this Purchase Order shall be made by Buyer via online system. No modification to the General Terms and Conditions of Purchase shall be made unless by written supplementary agreement.
20. Separate Agreement. If Buyer and Seller have entered into a separate agreement regarding this Purchase Order, the separate agreement shall govern if there is any conflict between the agreement and this Purchase Order.
21. Pharmacovigilance. Definition of Adverse Event (AE). As used herein an “Adverse Event” or “AE” shall mean any untoward medical occurrence in a patient administered a medicinal product and which does not necessarily have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of a human medicinal product, whether or not considered related to the medicinal product.

Adverse Event Reporting. In order to enable Buyer to comply with its worldwide regulatory reporting responsibility, Seller shall forward to Buyer within 24 hours after receipt, all information about a Buyer’s medicinal product (the “BI Product”), Seller becomes aware by any means, in association with:

- a) AEs, including abnormal laboratory values and AEs occurring from drug withdrawal or drug interactions, or associated with a product complaint or with a falsified BI Product; BI Product information e.g. interacting drug, product complaint and falsified product information should be included in the report;
- b) reports with or without AE of: drug abuse, misuse, overdose (intentionally or accidentally), errors in drug treatment process (i.e. medication errors), off-label use of a BI Product (i.e. used in a non-registered indication), lack of efficacy, occupational exposure, suspected transmission of an infectious agent via a BI Product or unexpected benefit;
- c) reports of: embryo or foetus potentially exposed to the BI Product (via mother or father and with or without AE), AEs occurring in breastfeeding infants.

Seller shall forward all information listed under 21 a)-c) above as it has been received, without screening, selection or further processing, either by fax or secure e-mail to following Buyer contact indicating the date of receipt:

Boehringer Ingelheim (Hong Kong) Limited
Patient Safety and Pharmacovigilance Dept.
Mobile: +852 9746 4142
Fax: + 852 2511 2540
Email: pv_local_hong_kong@boehringer-ingelheim.com

Seller shall cooperate with Buyer in investigating a report and, upon request of Buyer, follow-up on the original report to obtain and provide Buyer with additional information.

Training Obligation. Seller is responsible for ensuring that its staff working for or on behalf of Buyer, is adequately informed and trained to comply with the reporting obligations described in this section and for documenting this.

22. Export Control. Seller understands and agrees that items including goods, software, technology (specific technical information necessary for the development, production, or use of a product) and technical services (hereinafter “Item”) provided to Buyer under this Purchase Order may be subject to international, Hong Kong SAR, US and any other applicable export control laws and regulations (hereinafter “Laws”) restricting exports, re-exports, transfers or disclosures, regardless of the mode of provision (hereinafter “Transactions”). Seller shall comply with all such Laws. Seller shall determine whether an Item is controlled under the Laws and identify the specific export control status of the Item. If the Item is subject to any restrictions or license requirements under the Laws, Seller shall notify Buyer about these restrictions prior to providing the Item to Buyer, including information on where the controlled Item is listed (e.g. U.S. Commerce Control List). Seller shall cooperate with Buyer by providing upon request information and other assistance necessary for the classification (e.g. on the US Export Control List),

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export documentation, license determination, export licensing etc. of Items provided to Buyer under this Purchase Order.

Seller confirms that it is neither a sanctioned party (i.e. sanctioned by any sanctioned party list) nor controlled by a sanctioned party to 50% or more. Seller shall notify Buyer without undue delay in case of any changes of this status.