



MedImmune Pharma B.V.

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GENERAL PURCHASE CONDITIONS

Clause 1 - Definitions

- 1.1 In these General Purchase Conditions the following conditions apply:
- a. Supplier: each natural person, legal person or company with whom MedImmune Pharma concludes an agreement in respect of a Supply of Items or with whom MedImmune Pharma negotiates concerning the coming about of an agreement concerning a Supply of Items;
 - b. Supply of Items: the supply (including the lease and any other manners of making available) of goods and - if agreed - the installation or assembly thereof, as well as the provision of services and the performance of activities by the Supplier, including all documents belonging thereto, hereinafter also referred to as the Supplied Items;
 - c. Delivery: providing possession or control of one or more goods of MedImmune Pharma, and possible installation and assembly of those goods, under whatever title;
 - d. MedImmune Pharma: the private company with limited liability under Dutch law MedImmune Pharma B.V.;
 - e. Order: each order placed by MedImmune Pharma at the Supplier concerning a Supply of Items, as well as each offer accepted by MedImmune Pharma;
 - f. Agreement: each agreement concerning a Supply of Items that comes about between MedImmune Pharma and the Supplier, any change thereof or supplement thereto, as well as all (legal) acts in preparation and/or implementation of that Agreement;
 - g. Parties: MedImmune Pharma and the Supplier;
 - h. Damage: each disadvantage, in whatever form, both direct and indirect, including a penalty clause, nonmaterial damage, loss of turnover, environmental damage and consequential damage, such as damage in the form of loss of profits.
- 1.2 In these General Purchase Conditions the terms "in writing" and "written" used in respect of notifications shall include notifications by fax and/or by e-mail.

Clause 2 - Applicability

- 2.1 These General Purchase Conditions shall constitute part of and shall apply to all requests for offers submitted by MedImmune Pharma, to offers issued by the Supplier, to Orders issued by MedImmune Pharma, to order confirmations issued by the Supplier and to all Agreements concluded and to be concluded between the Supplier and MedImmune Pharma, as well as to all other legal relationships between the Supplier and MedImmune Pharma.
- 2.2 The applicability of any general or specific conditions or stipulations of the Supplier are herewith expressly rejected by MedImmune Pharma, unless expressly agreed otherwise in writing in advance.
- 2.3 Deviations from these General Purchase Conditions, or derogatory provisions, conditions and/or understandings, shall only be valid if and in so far as these have expressly been confirmed by MedImmune Pharma in writing.
- 2.4 A Supplier in respect of whom these General Purchase Conditions have been applicable in the past, shall be deemed to have agreed with the applicability of these General Purchase Conditions to later requests for offers submitted by MedImmune Pharma, to offers issued later by the Supplier, to later Orders of MedImmune Pharma, to later order confirmations of the Supplier, to all Agreements concluded and to be concluded between the Supplier and MedImmune Pharma, as well as to all other later or subsequent legal relationships between the Supplier and MedImmune Pharma.
- 2.5 If any provision of these General Purchase Conditions in the opinion of a competent court is not applicable or in conflict with public order or with the law, then only the relevant provision will be deemed to have not been written, whereas these General Purchase Conditions will otherwise remain in full force and effect. In the place of any invalid provision, another provision shall apply which approaches the intentions of the Parties the most.
- 2.6 MedImmune Pharma shall have the right to make changes in these General introduce Purchase Conditions. The changes shall become effective at the date announced by MedImmune Pharma.



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- 2.7 In case of any conflict between any provisions of these General Purchase Conditions and provisions of the Agreement, the provisions of the Agreement shall prevail.

Clause 3 - Requests for Offers, Offers and Coming About of an Agreement

- 3.1 All Requests for offers to conclude an Agreement submitted by MedImmune Pharma shall always be without engagement.
- 3.2 A request for an offer submitted by MedImmune Pharma shall be followed by an offer of the Supplier to MedImmune Pharma. An offer issued by the Supplier shall always be free of charge and shall be deemed to bind the Supplier.
- 3.3 If an offer of the Supplier is followed by a written Order of MedImmune Pharma, the Agreement will not come about until after the moment that the Order is sent by MedImmune Pharma. If an Agreement is concluded orally, the execution of the Agreement will be suspended until the moment that the written confirmation of the Order is sent by MedImmune Pharma, unless MedImmune Pharma provides an Order number to the Supplier at the conclusion of the oral Agreement.
- 3.4 In case of on-call contracts (being agreements on the basis of which agreed numbers of goods can be called by MedImmune Pharma against previously agreed prices and under previously agreed conditions), the Agreement for a (partial) Delivery shall each time come about at the moment that the Order for a (partial) Delivery within the framework of the on-call contract is sent by MedImmune Pharma.
- 3.5 If in the execution of the Agreement use is made of drawings, models, specifications, instructions, testing regulations and the like, made available or approved by MedImmune Pharma, these shall constitute a part of the Agreement.
- 3.6 Agreements can only be entered into by MedImmune Pharma by representatives of MedImmune Pharma authorized to do so.

Clause 4 - Changes and Provision of Information

- 4.1 Supplementary arrangements and/or changes in the Agreement shall not bind MedImmune Pharma, unless they are expressly confirmed by MedImmune Pharma in writing.
- 4.2 MedImmune Pharma shall at all times have the right to demand that the scope and/or the nature of the Supply of Items is changed. If this in the opinion of the Supplier has consequences for that which has been agreed between the Parties, he shall before meeting the request for a change submitted by MedImmune Pharma inform MedImmune Pharma thereof in writing as soon as possible, but at the latest within five working days after the notification of the requested change. If these consequences in the opinion of MedImmune Pharma are unreasonable in proportion to the nature and the scope of the change, MedImmune Pharma shall have the right to dissolve the Agreement by means of a written notification to the Supplier. A dissolution on the basis of this paragraph 4.2 shall not give the Supplier any right or entitlement to compensation of any Damage.
- 4.3 If the Supply of Items as a result of the changes referred to in paragraph 2 of this Clause requires more efforts of work or is extended, there shall be extra work. MedImmune Pharma shall not be held to pay extra work for which it has not given a written and express instruction.
- 4.4 The Supplier cannot introduce or carry out any changes without the express and written preceding permission of MedImmune Pharma.
- 4.5 The Supplier shall at the first request of MedImmune Pharma be held forthwith to provide all information concerning the execution of the Agreement.
- 4.6 The Supplier shall be held to inform MedImmune Pharma in advance of every change in the composition or properties of the Supplied Items.

Clause 5 - Price



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- 5.1 The agreed or offered prices shall be fixed and cannot be changed unilaterally by the Supplier.
- 5.2 The agreed or offered prices shall be in Euros and shall always be exclusive of VAT, and are based on the delivery condition "Delivered Duty Paid" (DDP) at the agreed place of Delivery, and shall include all costs concerning the performance of the obligations of the Supplier under the Agreement.

Clause 6 - Delivery and Packing

- 6.1 The Supplier shall be held to deliver the agreed goods, services and/or activities to MedImmune Pharma within the agreed delivery deadline.
- 6.2 The Supplier shall be in default by the sole excess of the agreed delivery deadline, and shall be held to compensate all Damage arising therefrom for MedImmune Pharma or any third parties with whom MedImmune Pharma concludes agreements.
- 6.3 The Supplier shall be held to report any threatening excess of the delivery deadline forthwith in writing to MedImmune Pharma while stating the reasons for the excess. MedImmune Pharma shall in case of any excess of the agreed delivery deadline be authorized either to set a further period for the Supplier within which the Supplier has to perform his obligations, or to dissolve the Agreement without any further notification of default being required, without being held to compensate any Damage, however.
- 6.4 If the Supply of Items consists of delivering goods, the Delivery shall take place D.D.P. in accordance with Incoterms 2000 at the agreed place of Delivery.
- 6.5 If the Supply of Items consists of providing services and/or performing activities by the Supplier, the services will have to be provided and/or the activities will have to be performed at the place of performance specified by MedImmune Pharma.
- 6.6 The goods have to be packed properly and be marked or labelled in accordance with the legal rules and regulations and any supplementary regulations of MedImmune Pharma, so that they reach the place of destination in a good state and condition. The goods have to be accompanied by instructions for use and a packing list that in any case has to state the order number of MedImmune Pharma and the type number, quantity/quantities, description(s), production date, shelf life date and the contact of MedImmune Pharma. The Supplier shall be liable for any Damage caused by insufficient or inadequate packing. All packaging materials (except for borrowed packaging materials) shall on delivery become the property of MedImmune Pharma.
- 6.7 Borrowed packaging materials have to be clearly marked as such by the Supplier. Return of borrowed packaging materials shall for the risk and account of the Supplier take place to a destination to be specified by the Supplier.
- 6.8 If MedImmune Pharma requests the Supplier to postpone the Delivery, the Supplier shall store, secure and insure the goods intended for MedImmune Pharma properly and recognizably.
- 6.9 Delivery shall also include Delivery of all auxiliary materials belonging thereto as referred to in Clause 7.
- 6.10 Inspection, checking and/or testing in accordance with the provisions set forth in Clause 10 shall imply neither delivery nor purchase.

Clause 7 - Auxiliary Materials for the Execution of the Agreement

- 7.1 Any materials, drawings, models, instructions, specifications, calculations and other auxiliary materials made available by MedImmune Pharma to the Supplier or purchased or manufactured by the Supplier for the charge of MedImmune Pharma shall remain the property of MedImmune Pharma or will become the property of MedImmune Pharma at the moment of purchase or manufacture.
- 7.2 The Supplier shall be held to mark and identify the auxiliary materials referred to in the first paragraph of this Clause as the recognizable property of MedImmune Pharma, to keep and maintain them in a good state and condition, and to keep them separated from any auxiliary materials of the Supplier or third parties, and to insure them for his own



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account against all risks as long as the Supplier is the holder of those auxiliary materials. At the request of MedImmune Pharma the Supplier shall provide to the Supplier documentary evidence of the insurance, a copy of the policy conditions and documentary evidence of timely premium payment. The Supplier shall refrain from any act or omission as a result of which there would be no cover under the insurance.

- 7.3 The auxiliary materials referred to in the first paragraph of this Clause shall either at the first request of MedImmune Pharma or concurrently with the Supply of Items be made available to MedImmune Pharma.
- 7.4 All auxiliary materials referred to in the first paragraph of this Clause are exclusively intended to be used by the Supplier, and cannot be used, multiplied, made public or brought to the knowledge of third parties without the express prior written permission of MedImmune Pharma. In case of permission by MedImmune Pharma, the Supplier shall not be released from any guarantee or liability based on the Agreement entered into with MedImmune Pharma or these General Purchase Conditions.
- 7.5 Any changes in or deviations from the auxiliary materials referred to in the first paragraph of this Clause, as well as any use of these auxiliary materials for or in connection with any other purpose than the execution of the Agreement, shall only be permitted after the prior and express written permission of MedImmune Pharma. In case of permission by MedImmune Pharma the Supplier shall not be released from any guarantee or liability based on the Agreement entered into with MedImmune Pharma or these General Purchase Conditions.
- 7.6 The Supplier shall be held to send the auxiliary materials referred to in the first paragraph of this Clause (back) to MedImmune Pharma at the latest at the last (partial) Delivery.

Clause 8 - Payment

- 8.1 Payment of the invoices by MedImmune Pharma shall take place within sixty days after receipt of the invoice, all associated documentation in the Dutch language (inter alia concerning the maintenance, the operation, the safety and sterilization of the goods delivered by the Supplier), drawings, quality and guarantee certificates, and after complete approval of the Supply of Items by MedImmune Pharma.
- 8.2 The Supplier shall on its invoice clearly and prominently show the order number. If an invoice contains no order number, MedImmune Pharma shall have the right to return the invoice to the Supplier.
- 8.3 MedImmune Pharma shall be authorized, before payment takes place, in addition to or instead of transfer of ownership to demand that the Supplier will for his own account produce an unconditional and irrevocable bank guarantee issued by a banking institution that is acceptable for MedImmune Pharma in order to secure performance of the obligations of the Supplier.
- 8.4 Payment by MedImmune Pharma shall in absolutely no manner or way imply a waiver of any rights, in particular rights arising from any imputable failure in the performance of the Supplier.
- 8.5 MedImmune Pharma shall have the right to set off any amounts that it for any cause can claim from the Supplier against any amounts that MedImmune Pharma is due to the Supplier.
- 8.6 MedImmune Pharma shall have the right to suspend the payment (in part) if it discovers a defect in the Supplied Items.

Clause 9 - Guarantee and Repair or Remedy

- 9.1 The Supplier guarantees that the Supplied Items:
- a. meet the Agreement;
 - b. have the properties that have been promised by the Supplier;
 - c. are free from any defects;
 - d. are fit for the purposes for which they are intended;
 - e. meet the highest standards and requirements set forth in the law and other government regulations, including European laws and regulations, and also meet the highest requirements of the quality and safety standards applicable in the line of business or certification as these apply at the time of the Delivery.



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- 9.2 If it appears that the Supplied Items, in spite of the results of any inspection, checking and/or testing as referred to in Clause 10, do not meet the requirements referred to in paragraph 1 of this Clause, the Supplier shall be held to remedy the relevant defect(s) within the period set for that by MedImmune Pharma. Unless this is impossible, the defect will always have to be remedied on site. If remedying the defect consists of repairing one or more goods delivered by the Supplier and repair of those goods on site is not possible, the Supplier shall for his own charge and for his own risk and account arrange and carry out the transportation from and to the location suited for the relevant repairs. At the request of MedImmune Pharma the Supplier will during the period that is required for repairs free of charge make available suitable replacement goods to MedImmune Pharma.
- 9.3 In urgent cases and furthermore if after consultation with the Supplier it reasonably has to be assumed that the Supplier will not be able to remedy the defect within the period set for that by MedImmune Pharma, MedImmune Pharma shall have the right to let the Agreement in full or in part be performed by himself or by a third party for the account of the Supplier, without prejudice to the obligation of the Supplier to compensate all damage suffered and to be suffered by MedImmune Pharma, and without prejudice to the right of MedImmune Pharma to cancel the Agreement.
- 9.4 The Supplier shall be held to keep parts and components in respect of the delivered goods in stock during the usual life span of the delivered goods, and to deliver them on call.

Clause 10 - Inspection, Checking and Testing

- 10.1 MedImmune Pharma shall at all times have the right to subject the Supply of Items prior to, during or after Delivery, provision of services or performance of the activities, to inspection, checking and/or testing by MedImmune Pharma itself or by persons or institutions designated by MedImmune Pharma for that purpose. MedImmune Pharma shall also have the right to inspect and/or check the spaces, installations and the like of the Supplier. The Supplier shall for that purpose grant the relevant persons access to the places where the goods are manufactured or stored, and shall grant his collaboration to the desired inspections, checks and testings, and shall to that end for his own account provide the required documentation and information to MedImmune Pharma.
- 10.2 The Supplier shall if necessary in a timely manner in advance notify MedImmune Pharma of the date and time at which inspection, checking and/or testing can take place. The Supplier shall have the right to be present at the inspection, checking and/or testing.
- 10.3 The costs of inspection, checking and/or testing shall be for the charge of the Supplier.
- 10.4 If after any inspection, checking and/or testing during or after the Delivery, provision of services or performance of activities, the Supplied Items are rejected in full or in part, MedImmune Pharma shall notify the Supplier thereof in writing.
- 10.5 Inspection, checking and/or testing by MedImmune Pharma shall never dismiss or release the Supplier of any guarantee obligation or liability under the Agreement concluded with MedImmune Pharma or these General Purchase Conditions.
- 10.6 Inspection, checking and/or testing by MedImmune Pharma shall not prejudice the obligations of the Supplier and the rights of MedImmune Pharma.

Clause 11 - Product Recall

- 11.1 If the Supplier is informed of a possible defect in the Supplied Items (including the packing), the Supplier shall be held to notify MedImmune Pharma thereof immediately by telephone and in writing, while stating (a) the nature of the defect, (b) the goods affected by the defect, and (c) all other information that may be of interest. The Supplier shall furthermore be held to enter into consultation with MedImmune Pharma concerning possible product recall and limitation of damage.
- 11.2 The costs of the product recall shall entirely be for the charge of the Supplier.



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11.3 The provisions set forth in this Clause shall not prejudice any rights of MedImmune Pharma.

Clause 12 - Ownership

- 12.1 Unless expressly agreed otherwise in writing, the ownership of the goods shall devolve on MedImmune Pharma at the moment of acceptance of the delivered goods or the completion thereof in running order or ready for use and operation.
- 12.2 The Supplier guarantees that MedImmune Pharma will acquire the complete and unencumbered ownership of the delivered goods.
- 12.3 MedImmune Pharma shall have the right to require that the transfer of the ownership of goods and/or the materials and components intended for those goods will take place at an earlier time. The Supplier shall as then mark the goods and/or the materials and parts and components intended for those goods as recognizable property of MedImmune Pharma, and shall indemnify MedImmune Pharma against any loss, damage and exercise or enforcement of rights by third parties.

Clause 13 - Staff Members and Third Parties

- 13.1 All staff members and third parties involved by the Supplier in the execution of the Agreement, come directly under the supervision and responsibility of the Supplier.
- 13.2 Staff members and third parties involved by the Supplier in the execution of the Agreement will have to meet the special requirements set for that by MedImmune Pharma. If no special requirements have been set, these staff members and third parties have to meet the general requirements of professional skills and expertise.
- 13.3 If MedImmune Pharma is of the opinion that the relevant used staff members and/or third parties are insufficiently qualified, MedImmune Pharma shall have the right to demand that the relevant persons be removed and the Supplier shall as then be held to replace the removed persons without delay, at which the provisions set forth in the first paragraph of this Clause will have to be observed.
- 13.4 MedImmune Pharma shall have the right to check the identity of all staff members and third parties involved by the Supplier in the execution of the Agreement.
- 13.5 The Supplier shall indemnify MedImmune Pharma from and against all claims of whatever nature that any staff members and/or third parties involved by the Supplier may have or enforce on or towards MedImmune Pharma in respect of any Damage suffered or to be suffered during the performance of the activities instructed by them.

Clause 14 - Equipment and Tools

- 14.1 The Supplier shall provide all tools and other equipment necessary and required for the Delivery of the Supplied Items under the present Agreement. These tools and other equipment have to meet the as then current safety requirements. The use of tools and other equipment that do not meet the aforesaid requirements is forbidden.
- 14.2 The tools and other equipment that MedImmune Pharma makes available to the Supplier shall at all times be and remain the property of MedImmune Pharma. The Supplier shall be held to use and maintain the tools and other equipment made available by MedImmune Pharma properly. As long as the Supplier has the tools and other equipment of MedImmune Pharma under himself, the Supplier shall be liable for any damage thereto or loss thereof due to whatever cause.
- 14.3 MedImmune Pharma shall be authorized to inspect and test all tools and equipment used by the Supplier in the execution of the Agreement.

Clause 15 - Premises and Buildings

- 15.1 The Supplier shall before commencing the Delivery of the Supplied Items be held to inspect the circumstances on the premises and in the buildings of MedImmune Pharma where the Supply of Items takes place. Furthermore the



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Supplier shall be held to inspect the content of the rules and regulations applying on the premises and in the buildings of MedImmune Pharma, inter alia concerning safety, health, privacy and environment. The Supplier and the staff members and third parties involved or called in by him shall be held to act and behave in accordance with those rules and regulations.

- 15.2 Any costs due to delays in the execution of the Agreement caused by circumstances as referred to hereinbefore or in connection with absence of knowledge of the rules and regulations applying at MedImmune Pharma shall be for the own risk and account of the Supplier.
- 15.3 The Supplier shall see to it that his presence and the presence of any staff members and third parties used by him on the premises and in the buildings of MedImmune Pharma shall be no obstruction for the unimpeded continuation of the work and activities of MedImmune Pharma and third parties.

Clause 16 - Sterilized Medical Auxiliary Materials

- 16.1 If and in so far as the Decree on Sterilized Medical Auxiliary Materials applies to the goods to be delivered by the Supplier, those goods and the packing thereof will have to meet the requirements of the aforesaid Decree in full.
- 16.2 The expiration date mentioned on the outside of the packing of sterilized medical auxiliary materials must be amply sufficient to make effective use of the auxiliary materials possible without expiration, this in view of the usual run-through time of the relevant auxiliary materials.

Clause 17 - Secrecy

- 17.1 The Supplier guarantees that he will observe strict secrecy towards third parties in respect of all business and other information originating from MedImmune Pharma that has in any way come or been brought to his knowledge. This secrecy has to be observed both during the term and after the termination of the Agreement.
- 17.2 Without the prior written and express permission of MedImmune Pharma, the Supplier shall not be permitted to copy or multiply documents relating to the Agreement or to hand them over to third parties for inspection. Without the prior written and express permission of MedImmune Pharma, the Supplier shall not be permitted either to give any form of publicity to the execution of the Agreement.
- 17.3 The Supplier shall also oblige the staff members and third parties called in by him to observe the secrecy referred to in the previous paragraph of this Clause.
- 17.4 The Supplier shall be held to compensate all Damage and costs that MedImmune Pharma suffers or will suffer as a result of any action in conflict with the provisions set forth in the previous paragraphs of this Clause.

Clause 18 - Industrial and Intellectual Property

- 18.1 The Supplier guarantees that the use, including resale, of the Supplied Items or of the auxiliary materials bought or manufactured by him for MedImmune Pharma will not infringe any industrial or intellectual property rights, such as inter alia patent rights, trademark rights, model rights, copyrights and/or other rights of third parties.
- 18.2 The Supplier shall be held to inform MedImmune Pharma of any industrial or intellectual property rights of third parties that rest on the Supplied Items or on auxiliary materials bought or manufactured by him for MedImmune Pharma.
- 18.3 The Supplier shall indemnify MedImmune Pharma against any claims that result from any infringement of the rights referred to in the previous paragraph of this Clause. The Supplier shall compensate to MedImmune Pharma all Damage, costs and interests resulting from any violation of the rights referred to in the previous paragraph of this Clause.
- 18.4 The intellectual and industrial property rights developed by the Supplier within the framework of the execution of the Agreement, shall exclusively accrue and belong to MedImmune Pharma. The Supplier shall make the documents and data carriers relating thereto available to MedImmune Pharma. MedImmune Pharma shall be entirely free in the use



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of the aforesaid documentation and data carriers.

- 18.5 The Supplier grants to MedImmune Pharma a non-exclusive license on his intellectual property rights (if any) in respect of performances that have not been carried out for MedImmune Pharma exclusively. MedImmune Pharma shall under that license have the right of application, use and multiplication for his own business operations. Intellectual property rights in respect of activities that are exclusively performed for MedImmune Pharma shall be transferred to MedImmune Pharma. In so far as it concerns computer software, the source codes will be transferred to MedImmune Pharma. The transfer of these intellectual property rights will if necessary at the request of MedImmune Pharma be formalized further.

Clause 19 - Transfer and Execution by Third Parties

- 19.1 Without the prior written and express permission of MedImmune Pharma, the Supplier shall not be permitted to transfer or assign the Agreement in full or in part to a third party or to let the Agreement be carried out or executed by a third party.
- 19.2 MedImmune Pharma shall have the right to make the permission granted by it subject to conditions.
- 19.3 Permission of MedImmune Pharma as referred to hereinbefore shall not release the Supplier from any obligation from the Agreement. The Supplier shall under all circumstances remain fully responsible and liable towards MedImmune Pharma for the performance of the Agreement, also if the Agreement is executed by a third party with the permission of MedImmune Pharma.
- 19.4 If MedImmune Pharma in writing gives its express permission to transfer or subcontract the Agreement, this shall be done subject to the condition that the Supplier concerning the execution of the Agreement towards that third party stipulates the same conditions that MedImmune Pharma has stipulated towards the Supplier, therefore including these General Purchase Conditions.
- 19.5 The Supplier shall indemnify MedImmune Pharma from and against all claims of whatever nature that third parties involved or called in by the Supplier may bring or enforce towards MedImmune Pharma in respect of any Damage suffered or to be suffered during the execution of the activities instructed by them.

Clause 20 - Liability and Insurance

- 20.1 The Supplier shall towards MedImmune Pharma or third parties with whom MedImmune Pharma contracts, be liable for all Damage that is the consequence of any defect in the Supplied Items or that is the consequence of any failure in the performance of the Agreement by the Supplier and/or others who have been called in or involved by the Supplier in the execution of the Agreement.
- 20.2 The Supplier shall indemnify MedImmune Pharma from and against all claims of third parties towards MedImmune Pharma for compensation of Damage on the basis of the liability referred to in the previous paragraph of this Clause. Claims of third parties on MedImmune Pharma shall include claims of third parties based on product liability arising from any defects in the Supplied Items. This indemnification shall in particular also apply if MedImmune Pharma cannot perform its obligations towards third parties, such as contracting parties of MedImmune Pharma, as a result of any failure in the performance of the Agreement by the Supplier and/or others involved by the Supplier in the execution of the Agreement.
- 20.3 For the application of this Clause staff members and employees of MedImmune Pharma are also considered to be third parties.
- 20.4 If during the execution of the Agreement any Damage arises, the Supplier shall continuously be held in a timely manner to (have others) take the necessary measures for limitation of Damage and repair or remedy thereof.
- 20.5 The Supplier shall insure himself and keep himself insured sufficiently in respect of his liability towards MedImmune Pharma under the law and/or the Agreement, and shall furthermore insure and keep insured all risks in his business operations that are insurable on normal conditions. At the request of MedImmune Pharma the Supplier shall forthwith make available a certified copy of the policy and the policy conditions, as well as documentary evidence of (timely)



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premium payment. The Supplier shall refrain from any act or omission as a result of which cover under the insurance would be lacking. The insurance obligation referred to in this paragraph 20.5 shall in any case include the conclusion of an insurance for product liability.

- 20.6 MedImmune Pharma shall not be liable towards the Supplier for any Damage, irrespective of the manner in which it has arisen and the persons by whom the Damage was caused. More in particular MedImmune Pharma shall not be liable for any indirect or consequential damage, including loss of profits.
- 20.7 The exclusions of liability mentioned in paragraph 6 of this Clause shall not apply in so far as the Damage is the consequence of intent or gross negligence on the part of MedImmune Pharma.
- 20.8 In all cases the liability of MedImmune Pharma is limited to that for which the insurance of MedImmune Pharma offers cover. The insurance policy and the policy conditions shall be available for inspection.

Clause 21 - Dissolution, Suspension and Setoff

- 21.1 MedImmune Pharma shall have the right, without prejudice to its right to claim damages and without any notification of default or interference of the courts being required, with immediate effect (a) to suspend the execution of the Agreement and all other Agreements connected thereto, and/or (b) to dissolve the Agreement and all other Agreements connected thereto, in full or in part, if:
- the Supplier fails to perform any obligation under the Agreement properly, in time or at all;
 - in respect of the Supplier a petition for bankruptcy or for a suspension of payments has been filed;
 - the enterprise of the Supplier is dissolved, liquidated or stopped;
 - an executorial attachment is levied on a substantial part of the capital of the Supplier;
 - MedImmune Pharma has justified reasons to fear that the Supplier is or will be unable to perform his obligations under the Agreements concluded with MedImmune Pharma, and the Supplier after a request of MedImmune Pharma to that effect fails to provide sufficient security or provides no security at all for the performance of his obligations;
 - MedImmune Pharma has rejected or disapproved the delivered goods, the provided services and/or the performed activities in accordance with the provisions set forth in Clause 10 of these General Purchase Conditions.

MedImmune Pharma shall in those cases also have the right to suspend its payment obligations and/or to transfer the execution or performance of the Agreement in full or in part to third parties, without MedImmune Pharma being held to pay any damages.

- 21.2 All claims on the Supplier that MedImmune Pharma may have or obtain in these cases, including all claims for damages, shall immediately be due and payable in full.
- 21.3 If the Supplier invokes a non-imputable failure in the performance, MedImmune Pharma shall have the right to terminate the Agreement in accordance with the provisions set forth in this Clause.
- 21.4 The Supplier shall not have the right to invoke any suspension or setoff towards MedImmune Pharma.
- 21.5 The Supplier shall not have the right to dissolve the Agreement in full or in part if he himself is already in default with the performance of his own obligations.

Clause 22 - Disputes and Governing Law

- 22.1 All transactions to which these General Purchase Conditions apply shall be governed by Dutch law, with exclusion of the provisions of international treaties and conventions, including the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods (CISG)), in so far as those treaties and conventions contain no imperative or mandatory law.
- 22.2 Any disputes that may arise between the Parties shall exclusively be submitted for settlement to the District Court of Arnhem, the Netherlands, without prejudice to the right of MedImmune Pharma to sue the Supplier in the competent courts that according to the law or any treaty or convention have jurisdiction. A dispute shall be present as soon as one of the Parties notifies the other Party in writing that this is the case.



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22.3 In case of any difference or incompatibility between these General Purchase Conditions and translations thereof, the original Dutch text thereof shall prevail.

Clause 23 - Effective Date

These General Purchase Conditions shall become effective on October 1, 2012 and have been filed at the Chamber of Commerce for Central Gelderland under number 10039090 on August 13, 2012.



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SUPPLEMENTARY CONDITIONS FOR AGREEMENTS (INTER ALIA) RELATING TO CONTRACTING FOR WORK TO WHICH THE WAGES AND SALARIES TAX AND SOCIAL SECURITY CONTRIBUTIONS (LIABILITY OF SUBCONTRACTORS) ACT ("WET KETENAANSPRAKELIJKHEID") APPLIES

Clause 24 - Applicability

If the Agreement also concerns a contracting for work by the Supplier to which the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act ("Wet Ketenaansprakelijkheid") applies, in supplement to the preceding provisions the following provisions shall apply.

Clause 25 - Obligations of the Supplier

- 25.1 The Supplier shall at the first request of MedImmune Pharma hand over to MedImmune Pharma an overview stating the names and addresses of the persons who are involved by the Supplier in the performance of the activities, as well as the wages and salaries overviews of those persons, and, if and in so far as the Supplier calls in the assistance of Independent Contractors Without Personnel ("Zelfstandigen Zonder Personeel"), the Independent Contractors Status Statement ("Verklaring Arbeidsrelatie" ("VAR-verklaring")) of those persons.
- 25.2 The Supplier shall see to it that the persons who are involved by him in the performance of the activities can at all times provide proof of their identity.
- 25.3 The Supplier shall at the first request of MedImmune Pharma hand over to MedImmune Pharma a Statement of Payment Conduct of the Supplier issued by the Tax and Customs Administration.
- 25.4 The Supplier shall be held to comply with and observe all administrative regulations that apply on the basis of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act ("Wet Ketenaansprakelijkheid") and the regulations incorporated in specific legislation.

Clause 26 - Invoicing by the Supplier

- 26.1 The Supplier shall on his invoice clearly and properly arranged specify (i) the part of the invoiced amount that relates to the salaries and wages, (ii) the wage tax number of the Supplier, (iii) the number of the G-Account or the number of the deposit kept by the Supplier at the Tax and Customs Administration, and (iv) whether the taxation transfer regulations concerning the VAT apply or not, and if the taxation transfer regulations are not applicable, the amount of the VAT.
- 26.2 MedImmune Pharma shall have the right to return invoices that do not meet the above requirements to the Supplier.

Clause 27 - Payment

- 27.1 MedImmune Pharma shall have the right to suspend the payment of an invoice if the Supplier has not demonstrated to MedImmune Pharma that he has paid out to the persons who have been involved by him in the performance of the activities the wages and salary that accrue to them, and/or has not demonstrated that the social security contributions and the wage tax due for these persons have been paid to the tax authorities, or that the Supplier in the opinion of MedImmune Pharma has not made it sufficiently plausible that the Supplier will do so.
- 27.2 MedImmune Pharma shall have the right to withhold the social security contributions and the wage tax due by the Supplier in respect of the work for which MedImmune Pharma under the Sequential (Sub)Contractor Liability Act ("Wet Ketenaansprakelijkheid") is severally liable, and to pay those amounts on behalf of the Supplier directly to the relevant competent government agencies, or to pay the relevant social security contributions and wage tax amounts to the Supplier by transfer to the G-Account of the Supplier, or to the deposit maintained by the Supplier at Tax and Customs Administration.
- 27.3 MedImmune Pharma shall have the right to change the amount of the social security contributions and wage tax to be withheld or paid or transferred for which it is severally liable under the Sequential (Sub)Contractor Liability Act ("Wet Ketenaansprakelijkheid"), if MedImmune Pharma on the basis of the information that is available to it can reasonably infer or conclude that the Supplier will be due a higher amount of social security contributions and wage



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tax than indicated by the Supplier. MedImmune Pharma shall notify the Supplier of the relevant change.