

# GENERAL TERMS AND CONDITIONS OF PURCHASE – Eli Lilly Benelux S.A./N.V.

## GENERAL TERMS AND CONDITIONS OF PURCHASE FOR Eli Lilly Benelux S.A./N.V. Version 11-10-2021

### 1. Definitions

- 1.1. In these General Terms and Conditions of Purchase ("Terms"), unless the context otherwise requires:
- a) "Lilly" shall mean Eli Lilly Benelux S.A./N.V. that places a Purchase Order to purchase Goods or to obtain Services from the Supplier. Lilly is an affiliate of Eli Lilly and Company "Eli Lilly", a global research based pharmaceutical corporation that develops, manufactures and sells pharmaceutical products.
  - b) "Supplier" shall mean the party supplying the Goods or the Services to Lilly.
  - c) "Purchase Order" shall mean the purchase order quoting the Purchase Order Number and any other specifications of the Goods or the Services.
  - d) "Goods" shall include both tangible and intangible goods, including software and documentation that may accompany the Goods.
  - e) "Services" shall include, but are not limited to, general services and any deliverables being part of the performance of the Services.
  - f) "Electronic Invoicing System" means Lilly's web portal for electronic Purchase Orders and electronic invoicing through which Supplier can invoice Lilly, either by way of (1) visiting the web portal on the internet, create an invoice in accordance with the instructions on the web portal, and invoice Lilly through the web portal, or (2) by way of being an integrated supplier meaning that Supplier's invoicing system and Lilly's concerned web portal have been integrated and Supplier in such case can invoice Lilly through the web portal directly from its own invoicing system.

### 2. Scope

- 2.1. Unless otherwise has been agreed in writing between the Parties or if it's not in accordance with the law, these Terms shall govern exclusively all Purchase Orders placed by Lilly for the supply of Goods and/or Services by Supplier and shall constitute the entire agreement between the Parties. No variation to these Terms is valid unless accepted in writing by the Lilly.
- 2.2. For avoidance of doubt, acceptance or payment of supplied Goods or Services by Lilly without expressly objecting to any terms and conditions of Supplier will not be regarded as recognition of such terms and conditions and shall not in any way be binding on Lilly.
- 2.3. Lilly may vary or replace these Terms by notifying the Supplier in writing, including by e-mail. Any variation takes effect from the date of the Lilly's next Order.

### 3. Conclusion of Contract

- 3.1. Suppliers invoice shall be submitted to Eli Lilly Benelux S.A./N.V. in one of the following two ways:
- 3.1.1. by forwarding the original invoice to Eli Lilly Benelux S.A./N.V., PO BOX 13376, Little Island, Cork, Ireland or by mail to: Vendor\_Invoicing\_EMEA@lilly.com; or,
  - 3.1.2. by electronic PO invoice submission through Ariba.
- Invoice/credit notes submitted via electronic invoicing platform will be the document of record for tax purposes.
- Supplier will be notified which of the above two methods they are requested to follow in order to submit invoices.
- 3.2. All oral or written communication (including invoices, transportation documents etc) between the Parties must quote Lilly's Purchase Order Number (as stated in the Purchase Order).
- 3.3. The acceptance of a Purchase Order by the Supplier includes acceptance of these Terms, except when contractually agreed otherwise or if it's not in accordance with the law. Acceptance by Supplier of a Purchase Order may be evidenced by (a) Supplier's electronic acceptance of the Purchase Order in the Electronic Invoicing System, (b) by written or verbal confirmation of the Purchase Order, (c) Supplier's delivery of Goods or Services, or (d) other conduct by Supplier or its representative consistent with acceptance of the Purchase Order.

### 4. Specifications and Standards

- 4.1. The Supplier warrants that the Goods and Services (i) will be of satisfactory quality and suitable for the intended purpose, (ii) are free from defects in design, materials, construction and workmanship and (iii) will conform with any agreed specifications, industry standards, samples or descriptions provided by Lilly and all other requirements of the agreement.
- 4.2. Supplier shall supply the Goods and Services with due care and skill and in compliance with applicable laws, regulations, industry codes and, if notified, policies of Lilly.
- 4.3. Supplier must only use appropriately skilled and experienced employees, agents or Contractors ("Supplier's Personnel") and Lilly reserves the right to reject any Supplier's Personnel it considers unsuitable to supply the Goods or Services.
- 4.4. Supplier's Personnel will be deemed Supplier's employees and in no event shall be considered employees of Lilly. Supplier assumes full responsibility for the actions of such Personnel while performing the Services and shall solely be responsible for all obligations arising out of its employment of its Personnel.

### 5. Delivery

- 5.1. The Goods shall be delivered to, and the Services shall be provided at, the delivery address specified in the Purchase Order, at the date and time or within the time-schedule

stated in the Purchase Order or otherwise agreed between the Parties. Deliveries shall be made during Lilly's usual business hours.

- 5.2. Each delivery shall include a packing list identifying the Purchase Order Number (as stated in the Purchase Order), description and quantity of the Goods and date of shipment.
- 5.3. The Goods shall be appropriately packaged and labelled in such manner as to prevent damage during transport and carry all instructions necessary for the safe use of the Goods.
- 5.4. Lilly shall not be deemed to have accepted any Goods or Services until Lilly has had a reasonable time to inspect them following delivery or, where relevant, following installation.
- 5.5. If the Purchase Order relates to performance of Services or installation or commissioning of Goods, delivery will be accepted only upon confirmation by Lilly in writing that performance of the Services or installation and commissioning meet the agreed specifications. Lilly's payment or acceptance of any Goods or Services shall not relieve Supplier of any of its obligations under these Terms.
- 5.6. If Supplier for any reason anticipates any difficulty in complying with any agreed delivery date or otherwise in accordance with any requirements of the agreement, Supplier must promptly notify Lilly.

### 6. Delays

- 6.1. In case the Goods or Services are not delivered or supplied on or before the agreed delivery date or within the time-frame agreed, Lilly shall be entitled to liquidated damages (penalty). The penalty shall be 1 % of the whole contractual sum (related to the Purchase Order) per commenced "delay" week from the agreed delivery date, not exceeding a total of 25 % of the whole contractual sum.
- 6.2. If the Goods or Services have not been delivered within a reasonable and final deadline given by Lilly, Lilly shall be entitled to rescind or cancel the Purchase Order by notifying Supplier. If the Purchase Order is rescinded, Supplier shall compensate Lilly for any direct loss or damage arising as a result of the delay.

### 7. Deficiencies

- 7.1. If the Goods or Services do not comply with Clause 4 above or otherwise do not comply with the requirements under the agreement (hereinafter referred to as "Deficiencies in the Goods or Services), Supplier shall at first hand, upon notification from Lilly, rectify the Deficiencies, through correction or replacement of the defective Goods or re-performance of the Services, at its own cost and risk, to the reasonable satisfaction of Lilly and with the expedience required by the circumstances.
- 7.2. If the Deficiencies are not rectified or replaced/re-performed with the expedience required by the circumstances, Lilly may give Supplier a reasonable and final deadline for rectification. If the Deficiencies have not been rectified when the deadline has expired, Lilly shall (i) be entitled to a price reduction to be reasonable determined by Lilly, or (ii) if the Deficiencies are of material significance for Lilly, be entitled to immediately terminate the agreement. If the agreement is terminated, Supplier will accept the return of defective Goods, at its own risk and cost, and provide for repayment of any part of the price which has been paid in relation to the Goods or Services.
- 7.3. Lilly must notify Supplier within a reasonable time after having noticed a Deficiency in the Goods or Services. Supplier shall only be liable for Deficiencies indicated by Lilly within six (6) months from the acceptance of delivery.
- 7.4. In addition to what is stated above, Supplier shall compensate Lilly for any direct loss or damage arising as a result of the Deficiencies.

### 8. Risk and Title to Goods

- 8.1. Risk and title to the Goods shall pass to Lilly upon Lilly's acceptance of the delivery, unless otherwise has been agreed in writing.

### 9. Installation and Commissioning

- 9.1. Where the agreement provides for installation and/or commissioning or any other work to be carried out by Supplier, Supplier shall, at no additional costs, install and fully commission the Goods at the delivery address in accordance with generally applicable local laws and regulations, including but not limited to health and safety legislation.

### 10. Pricing and Payment

- 10.1. The price of the Goods or Services shall be as stated in the Purchase Orders, unless otherwise specified in writing between the Parties. Prices shall be exclusive of any applicable value added tax (VAT) and shall include packaging, insurance, delivery and where relevant, installation and commissioning of the Goods to the delivery address.
- 10.2. Unless otherwise agreed, prices for Services shall include all expenses, fees, disbursements incurred by the Supplier in supplying the Services.
- 10.3. Unless otherwise stated in the Purchase Order, payment shall be made within thirty (30) days from date of invoice provided Lilly has accepted the delivery of the Goods, the Services and any commissioning or installation as appropriate. Lilly is entitled to set off against the price invoiced any sums owed by Supplier.
- 10.4. Invoices must quote the Purchase Order Number (contained in the Order), Lilly's reference person and a specification of the Goods or Services.

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### 11. Warranty

11.1 Supplier warrants that it has the skills, resources, expertise, licenses, permits or other authorizations necessary or required to supply the Goods or Services.

11.2 Supplier warrants that the Goods or Services, and the use hereof by Lilly will not infringe any Intellectual Property rights or other rights of any third parties nor any applicable laws, regulations or industry codes.

### 12. Indemnification

12.1. Supplier shall indemnify Lilly against any liability, costs and expenses (including legal expenses) which results from any actions or claims made against Lilly and against any damages or losses suffered by Lilly as a result of Supplier's, its agents, employees or sub-contractor's, defaulting of Supplier's obligations under the agreement or as a result of their acts of wilful misconduct, except to the extent that any such loss or expenses are attributable to the negligence of Lilly.

12.2. Neither party shall in any event be liable to the other party for any incidental, indirect or consequential damages, such as loss of profits, loss of clientele, decrease of turnover, costs incurred for extra purchases, administrative costs, costs relating to claims of third parties, damage to other goods than the goods being the subject matter of the contract.

12.3. Supplier undertakes and agrees to take out and maintain adequate insurance to cover its liabilities hereunder.

### 13. Intellectual property rights

13.1. All drawings, methods of analyses, standards or other materials and documents provided to Supplier by Lilly shall remain the property of Lilly and must not be made available to third parties by Supplier without prior written consent of Lilly.

13.2. All intellectual property rights discovered or generated by Supplier as a result of its performance of the Purchase Order shall vest in Lilly and Supplier hereby assigns and will procure its Personnel to assign to Lilly all such intellectual property rights.

13.3. With respect of any software which is or forms part of the Goods and/or Services ("Software"), Supplier must ensure that the Software contains no harmful codes and that the Software is free and unencumbered or that it has the right, power and authority to license the same upon these terms and the Supplier hereby grants Lilly a non-exclusive, royalty free, worldwide license to use the Software for the intended purpose of the Purchase Order.

### 14. Confidentiality

14.1. The Parties shall treat all information and documents received from the other Party as confidential and shall not use such information, or disclose it to any third party, except insofar as strictly necessary for the performance of the Parties' obligations towards each other. This undertaking shall not apply to information lawfully received from other source than the disclosing Party or if disclosure is required by law or to the extent information becomes generally available to the public other than through a breach of this agreement.

14.2. The Parties will ensure its Personnel shall adhere to this confidentiality undertaking.

14.3. Supplier shall at Lilly's request either return or destroy information as received from Lilly relating to the Purchase Order, including copies thereof.

14.4. Supplier will ensure that they have security measures in place with respect to the confidentiality, integrity and availability of Information.

### 15. Personal Information

15.1. Personal Information means any information provided by Lilly or collected by the Supplier for Eli Lilly relating to an identified or identifiable individual; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

15.2 The Supplier will not be processing Personal Information on behalf of Lilly. In case the Supplier processes or handles Personal Information on behalf of Lilly, the Supplier undertakes to comply with all applicable privacy laws and there must also be an agreement on the content of the Lilly's 'Supplier Privacy Standard (SPS)' which also must be signed by the Supplier (including completion of Exhibit A from the SPS) as well as the Lilly 'Information Security Standard' (ISS).

### 16. Force Majeure

16.1. The Parties shall not be responsible or shall not be considered in default for the unsuccessful or delayed performance of any of the obligations foreseen by the present agreement due to circumstances beyond reasonable control of either one of the Parties, as for example national strikes, blockades, fires, explosions, floods, earthquakes or other natural catastrophes.

### 17. Termination

17.1. Either Party may terminate the agreement with immediate effect by giving written notice to the other Party, at any time, and without any liability for compensation if (i) the other Party commits a material breach of any of its obligation under the agreement and has failed to remedy such breach within 30 days from written notification hereof or (ii) the other Party becomes subject to any form of insolvency or bankruptcy proceedings.

17.2. Lilly may terminate the agreement at any point of time, and without any liability for compensation, by giving Supplier 30 days' prior written notice, whereupon Lilly shall pay for

all Services properly supplied by Supplier up to the date of termination. Supplier shall use its best endeavours to minimize any costs incurred between the date when notice of termination is given and the date of termination.

### 18. Anti-Corruption (Lilly's E&C version: June 2021)

18.1 Compliance with Laws: Supplier understands that Lilly is subject to the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended. Supplier agrees to comply with, and to avoid taking any action that would prevent Lilly from complying with, all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including the FCPA, if applicable, and laws enacted to implement the Organisation of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

18.2 No Improper Influence: Supplier confirms that it is unaware of any improper benefit requested or received by any party in connection with these Terms.

18.3 Early Termination: The Parties agree that breach of this section of these Terms shall be considered a material breach of the agreement and that Lilly may immediately seek all remedies available under law and equity, including termination of the agreement, if it believes, in good faith, that Supplier has breached the provisions of this section of these Terms.

### 19. Trade Sanctions Compliance clauses

19.1 Supplier agrees to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), and European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).

19.2 Supplier represents and warrants that neither Supplier, its directors, executive officers, agents, shareholders nor any person having a controlling interest in Supplier are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the Goods or Services to be provided under this agreement, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea, Syria and Venezuela but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). The Supplier further represents and warrants that Supplier shall notify Lilly in writing immediately if Supplier or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in Supplier becomes a Restricted Person or if the Supplier becomes directly or indirectly owned or controlled by one or more Restricted Persons.

### 20. Eli Lilly Privacy Notices Suppliers (Version: June 2021)

Your privacy is important to us. This privacy notice will let you know what Personal Information (PI) Eli Lilly Benelux S.A./N.V. ("Lilly" or "we") may process (e.g. collect, record, organize, structure, store, adapt or alter, retrieve, consult, use, disclose by transmission, disseminate or otherwise make available, align or combine, restrict, erase or destroy), how we protect it, and your rights and choices with respect to your PI.

Information We Collect and How We Use It:

Your PI, including your name, function, Business address, Business email, Business telephone number, other business contact information, signature, business bank account number, business tax identification number, and other business information as required in the course of its normal business, will be used by Lilly, and/or entities or persons that work on behalf of, or in partnership with, Lilly but are not Lilly employees ("Third Parties"), for the following business or commercial purposes:

- Administration of our business processes
- Contracting and business planning activities
- Regulatory and legal compliance
- Data analytics

All above mentioned purposes have the following legal basis:

- To perform a contract OR:
- To pursue Lilly's legitimate interest as part of its normal course of business

Your PI may be combined with other information that you have previously provided or that Lilly has received from another supplier for the same purposes shared above, where permitted by law.

You may choose not to share your PI, but we may not be able to provide you with certain information, products or services.

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### Reasons We Share PI:

We may share your PI with Business partners; Government officials; Health care professionals; Lilly employees and affiliates for purposes consistent with those identified in this notice. These Third Parties have agreed to protect the information and to process it as directed by us (if acting on our behalf) or as required by law.

We may also be required to disclose your information in response to lawful requests by public authorities, including to comply with national security or law enforcement requests.

### Where We Store and Process PI:

We may transmit your PI to other Lilly affiliates and Third Parties worldwide, which may in turn transmit your PI to other Lilly affiliates and/or Third Parties. These affiliates and/or Third Parties may be located in countries that do not ensure the same level of data protection, but are required to treat PI in a manner consistent with this notice. To obtain additional information regarding the basis for transfers that Lilly has in place for cross-border transfers of PI (which may include consent, Standard Contractual Clauses, existing adequacy decisions, etc.), please contact us at [privacy@lilly.com](mailto:privacy@lilly.com) or visit <https://www.lilly.com/privacy>. We may also provide your PI to a Third Party in connection with the sale, assignment, or other transfer of the business to which the information relates, in which case we will require any such buyer to agree to treat PI in accordance with this notice.

### How Long We Keep PI:

Your Information will be saved for a period of time needed to fulfill legitimate and lawful business purposes in accordance with Lilly's records retention policies and applicable laws and regulations.

### How We Secure PI:

We provide reasonable physical, electronic and procedural safeguards to protect PI we process and maintain. We limit access to PI to authorized employees and Third Parties who need access to perform the business activities described in this notice. Although we strive to protect the PI we process and maintain, no security system can prevent all potential security breaches.

### Your Rights and Choices:

Upon verification of your identity, and as applicable by law, you have the right to:

- Request information from us on how your PI is being processed, and with whom it is being shared
- See and get a copy of the PI that we have about you
- Request that we correct, restrict the processing of, and/or erase/delete your PI
- Have your information transmitted to another entity or person in a machine-readable format, in limited circumstances
- Object to profiling via automated decision-making

There may be exceptions that apply to your request. To exercise your rights, you or your authorized representative may submit a request to [datarights@lilly.com](mailto:datarights@lilly.com). You will not be discriminated against for exercising any of your rights.

### How to Contact Us:

If you have any questions about this privacy notice, you may contact us at Eli Lilly Benelux S.A./N.V., Rue du Marquis 1/4B Markiesstraat, B - 1000 Bruxelles/Brussel or via Tel +32 (0)2 548 84 84 or [privacy@Lilly.com](mailto:privacy@Lilly.com). For more information about Lilly's privacy practice, please view the Privacy Statement at <https://www.lilly.com/privacy>.

### How to Submit a Complaint:

If you wish to raise a complaint on how we have handled your PI, you can contact the Global Privacy Office and Data Protection Officer at [privacy@Lilly.com](mailto:privacy@Lilly.com) who will investigate the matter.

If you are not satisfied with our response or believe we are processing your PI not in accordance with the law you can register a complaint with a relevant regulatory authority (e.g. a Data Protection Authority (DPA) or Attorney General).

## 21. Product Complaints and Adverse Events

The Supplier shall immediately inform Lilly of any complaint including product quality complaints or adverse events related to Lilly's products that come to the Supplier's attention.

A Product Complaint is a customer's written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Lilly product/device after it is released for distribution. When the ability to use the product safely is impacted, the following are also product complaints: Deficiencies in labeling information and/or Use errors for device or combination products due to ergonomic design elements of the product.

An Adverse Event is any untoward medical occurrence in a patient or clinical investigation subject administered a pharmaceutical product and which does not necessarily have to have causal relationship with this treatment. Any Adverse Event involving a known or suspected death, counterfeiting or tampering must be reported immediately (within 24 hours or receipt).

All other Adverse Event reports and Product Complaints must be made within one (1) business day.

## 22. General

If any provision of these Terms is unenforceable, illegal or void, that provision is severed and the other provisions of these Terms remain in force.

Supplier shall not without Lilly's prior written consent assign or transfer or subcontract any of its rights or obligations under these Terms.

The present Terms shall be governed by and construed in accordance with the laws of Belgium and the Supplier agrees to submit to the exclusive jurisdiction of the Belgium courts.