

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR Lilly Global Nederland Holdings B.V. Version 4-11-2019

1. Definitions

- 1.1. In these General Terms and Conditions of Purchase ("Terms"), unless the context otherwise requires:
- a) "Lilly" shall mean Lilly Global Nederland Holdings B.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 Lilly Global Nederland Holdings B.V. in one of the following two ways:

- 3.1.1. by forwarding the original invoice to Lilly Global Nederland Holdings B.V., c/o Urząd Pocztowy, PO Box 166, Ul. Powstańców Śląskich 50, 53-350 Wrocław 15, Poland or by mail to: AP_PLMAIL-BENELUX@LILLY.COM ; or,
- 3.1.2. by electronic PO invoice submission using eConnect and hosted by Direct Commerce.

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 of 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 agreed otherwise between both Parties, 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.

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.
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: October 2018)

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. Eli Lilly Privacy Notices Suppliers (Version: May 24, 2018)

Information We Collect and How We Use It:

Your personal information, including your name, contact information, business address, business bank account, business tax identification number, and other business information as required in the course of its normal business, will be used by Lilly Global Nederland Holdings B.V., or third parties acting on our behalf, for the purpose of providing you with the payment for the services you have provided to Lilly, to set up the required supplier services, scheduling of those services, and to monitor the quality of and make improvements to the program. We also, as part of our legitimate interest, may use your personal information for Statistical Analytics, Administration of our business, contracting and business planning, safeguarding our physical and electronic work place. As we value your input about the quality of the services you receive and may also contact you to ask for your opinion. We may also use the information to meet legal or regulatory obligations, inclusive of company record retention that are in the legitimate interest of Lilly.

Your information may be combined with information from other supplier information repositories that are necessary for the relationship we have with you.

You do not have to share your information with us, but if you choose not to share your information, we will not be able to onboard you as a supplier, and you will not be able to provide services to Lilly.

Reasons We Share Your Information:

We may share your personal information with third parties such as our agents, contractors or partners in the connection with services that these individuals or entities perform for, or with, Lilly for purposes consistent with those identified in this notice. All third parties that have access to your information have agreed to protect the information and to use it only as directed by us.

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 Your Information:

We may transmit personal information about you to other Lilly affiliates worldwide. These affiliates may in turn transmit personal information about you to other Lilly affiliates. Some of Lilly's affiliates may be located in countries that do not ensure an adequate level of data protection. Nevertheless, all of Lilly's affiliates are required to treat personal information in a manner consistent with this notice. To obtain additional information regarding the basis for transfers and safeguards that Lilly has in place for cross-border transfers of personal information, please contact us at privacy@Lilly.com or visit <https://www.lilly.com/privacy>.

How Long We Keep Your Information:

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 Your Information:

We provide reasonable physical, electronic, and procedural safeguards to protect information we process and maintain. We limit access to your information to authorized employees, agents, contractors, vendors, subsidiaries, and business partners, or others who need such access to information to carry out their assigned roles and responsibilities.

on behalf of Lilly. Please be aware, although we try to protect the information we process and maintain, no security system can prevent all potential security breaches.

Your Rights and Choices:

You have the right to request information from us on how your personal information is being used and with whom that information is being shared. You also have the right to see and get a copy of the personal information that we have about you. If you believe any of this information to be inaccurate or incomplete, you have the right to request its correction or erasure.

There may be limitations on our ability to comply with your request.

How to Contact Us:

You may make any of the above requests by contacting us at: Lilly Global Nederland Holdings B.V., Papendorpseweg 83, 3528 BJ Utrecht or Tel +31(0)30-6025800

How to Submit a Complaint:

If you wish to raise a complaint on how we have handled your personal information, you can contact our Data Protection Officer at privacy@Lilly.com who will investigate the matter.

If you are not satisfied with our response or believe we are processing your personal information not in accordance with the law you can register a complaint with a Data Protection Authority (DPA).

20. 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 the Netherlands and the Supplier agrees to submit to the exclusive jurisdiction of the Dutch courts.