

**PURCHASING CONDITIONS FOR LILLY
Deutschland GmbH**

1. General

Unless otherwise agreed in writing, our orders are exclusively subject to the following Purchasing Conditions. The Purchasing Conditions shall also apply to all future business transactions with the Contractor. The Contractor's conditions shall not be binding upon us even if we, despite being aware of conflicting or additional conditions or conditions that differ from our Purchasing Conditions, fail to expressly object to them.

2 Contract conclusion and contract amendments

2.1 Orders and delivery call-offs as well as changes and additions thereto will be done via Ariba or in writing. Orders and delivery call-offs can also be placed using remote data transmission. Additional conditions or contractual provisions introduced by the Contractor are deemed to be rejected so long as we have not agreed to these additional conditions in writing. A binding order placed by us shall determine the type and scope of delivery of goods and services.

2.2 We must receive a written order confirmation within two weeks of the date of our order document or via Ariba. After expiry of that period we shall no longer be bound by our order.

2.3 The supplier, get informed by Lilly, which of the two Options mentioned under 2.1 he has two use.

2.3 Delivery call-offs shall become binding upon the Contractor unless he objects within three working days after receiving the delivery call-off.

3 Prices

3.1 The agreed prices are fixed and firm unless otherwise agreed in writing. They shall not be subject to retrospective changes. In particular any retrospective changes of the Contractor's wage and material costs shall not entitle the Contractor to alter the prices.

3.2 Cost estimates are binding and provided free of charge unless otherwise expressly agreed in writing.

4 Delivery

4.1 The delivery period that is stated on the order shall be binding. Any deviations from our orders shall only be admissible after our prior written consent.

4.2 The agreed delivery dates and delivery periods are binding. Compliance with the delivery date or the delivery period shall be determined by receipt of the goods by us. Unless 'ex works' delivery has been agreed, the Contractor shall make the goods available in due time taking into consideration the time required for loading and dispatching the goods to be agreed with the transport company.

4.3 The Contractor is obliged to notify us in writing as soon as he becomes aware of circumstances that may lead to a delay in delivery.

4.4 If the agreed delivery date is not complied with, the statutory provisions shall apply. Furthermore, goods and services are not deemed to be delivered on time if they have defects that have not been rectified on time.

4.5 Our unreserved acceptance of a belated delivery of goods or services must not be construed as a waiver on our part of rights and claims that are due to us on account of the belated delivery of goods or services.

4.6 Partial deliveries shall, as a rule, be inadmissible unless we have expressly agreed thereto or we can be reasonably expected to accept them.

4.7 Unless evidence to the contrary is provided, the unit numbers, weights and measurements that are ascertained by us during the incoming goods inspection are the relevant ones.

4.8 Apart from the right to use the software, which together with the related documentation is part of the delivery scope, to the extent admissible under the law (sections 69a et seq. of UrhG (German Copyright Law)) we have the right to use it together with the agreed performance features and to the extent required for the contractually stipulated use of the product. We are also permitted to produce a backup copy thereof without express agreement.

5 Delivery conditions

Delivery and dispatch are to be understood 'free place of delivery'. Packaging costs shall not be paid by us. If separate payment for the packaging has been agreed, it shall be fully credited in the case of a return of goods free of carriage charges.

6 Transfer of risk and insurance

Until the goods have been accepted by us or by someone authorized by us at the place of performance or at the place of delivery indicated by us, the risk shall be borne by the Contractor. In the event that a goods inspection and acceptance procedure has been agreed, the transfer of risk shall be determined thereby. Any insurance costs must be agreed with us in advance.

7 Invoicing and payment

7.1 Invoices must be issued as following

7.1.1 By Mail by sending the Original Invoice to Lilly Deutschland GmbH, Werner-Reimers-Straße 2-4, 61352 Bad Homburg or

7.1.2 By using Ariba and submitting the invoice via the electronic Lilly Invoice Portal.

7.2 The supplier, get informed by Lilly, which of the two invoice options he has to use.

7.3 The invoices have to be provided in a single Copy. As long as the invoice contains all details requested by us in our order, payment shall, at our own option, either take place within fourteen days of invoice receipt and receipt of all goods and/or services subject to a discount of 2%, or 30 days net.

8 Complaints and warranty

8.1 Only upon the delivery of goods/services that are free from defects in accordance with our order shall we be under the obligation to accept and pay for them. A restriction of the statutory warranty provisions shall not be accepted by us. Acceptance shall be subject to an inspection of the goods/services to ascertain whether they are free from defects and in particular also whether they are correct, complete and fit for purpose.

8.2 Insofar as the subject of the Contractor's performance is the delivery of goods, we shall inspect the subject matter of the contract as far and as soon as this is feasible as part of the regular course of business, in order to detect any openly noticeable defects including differences concerning identity and quantity as well as any damage in transit; we shall put forward a complaint regarding the defects ascertained immediately after detection. In the case of hidden defects, a complaint is considered to have been made on time if it is made immediately after detection of the defect.

8.3 The statutory provisions concerning material and legal defects shall apply unless otherwise agreed below. The Contractor warrants as part of the statutory provisions in particular that his performance complies with the generally acknowledged rules and the current state of science and technology, the provisions under the German public law that are applicable at the time of delivery and the requirements concerning safety technology that are valid at the time of delivery and that it is free of the rights of third parties (including industrial property rights and trade mark rights).

In the case of services subject to a contract for work and services, a formal inspection and approval test shall be performed by us.

8.4 As a rule, the right to choose the type of supplementary performance is incumbent upon us. The Contractor shall be entitled to refuse the type of supplementary performance chosen by us under the conditions set out in section 439, subsection 3 and section 635, subsection 3 of the German Code of Civil Law (BGB) respectively.

8.5 If the Contractor fails to meet his obligation of supplementary performance within an appropriate period of time set by us, we can rectify the defect ourselves or have it rectified by third parties and request reimbursement of the necessary costs or a respective advance payment from the Contractor unless the Contractor is justified in rejecting said supplementary performance.

If supplementary performance by the Contractor has failed – which is the case if two attempts at supplement-

- tary performance have been unsuccessful - or if we cannot reasonably be expected to accept supplementary performance (e.g. on account of a particular urgency, in particular to avoid endangering operational safety or to avoid disproportionate damage/loss) or if the Contractor rejects supplementary performance sternly and finally, it shall not be necessary to set a deadline.
- 8.6 The Contractor's warranty for defects shall continue for three years from the transfer of risk unless statutory provisions stipulate a longer period of limitation.
- The written assertion of warranty claims stalls the statute of limitations until final settlement.
- 8.7 The Contractor shall bear the costs for supplementary performance, in particular the transport, toll, labor or material costs. This also applies to any costs incurred by us due to incoming goods inspections exceeding normal levels (inspection costs).
- 9 Product liability and recalls
- In the event that claims are made against us on account of product or drug liability, the Contractor shall be obliged to hold us harmless from such claims at first request. This does not apply if the cause of the damage/loss is not within the Contractor's field of responsibility.
- In cases of fault-based liability assumed by us this shall only apply if the Contractor is at fault. If the cause of the damage/loss lies within the Contractor's field of responsibility, he shall bear the burden of proof. In such cases the Contractor shall pay all costs and expenditure including the costs of potential legal proceedings or recalls. Otherwise, the statutory provisions shall apply.
- 10 Materials provided
- 10.1 Any substances, parts, containers and special packaging provided by us shall remain our property. They must only be used for their intended purpose. They must be separately stored, appropriately marked and sufficiently insured. If they get lost, lose their value or are processed incorrectly, the Contractor shall provide replacements.
- 10.2 All lay-outs, final artwork, lithograph prints and other documents commissioned by us for the preparation of the printing process shall become our property.
- 10.3 At our request, the items that are our property must be handed over to us forthwith. The Contractor does not have the right to retain said items unless the claim, on which the right of retention is based, is undisputed, has been legally established or is ready to be adjudicated upon.
- 10.4 The processing of substances and the assembly of parts take place on our behalf. There is an understanding that we acquire co-ownership of the goods that have been made using our substances and parts and that are stored for us by the Contractor, which is proportionate to the value of the goods provided by us to make the overall product.
- 11 Contractual transfer, withdrawal, termination
- 11.1 The transfer of rights and obligations under the contract to third parties shall be inadmissible without our prior consent and shall entitle us to withdraw fully or in part from the contract or to terminate the contact.
- 11.2 Force majeure, industrial disputes, operational downtimes that are not the fault of the operator, disturbances, regulatory measures and other unavoidable events shall entitle us – regardless of our other rights – to withdraw fully or in part from the contract or to terminate the contract as far as said events continue for a significant period of time and result in a significant reduction of our requirements.
- 12 Confidentiality
- 12.1 All commercial or technical information made available by us (including characteristics that may be taken from items, documents or software that may have been handed over as well as other expertise or experiences) must be kept secret vis-à-vis third parties unless such information has verifiably been known to the Contractor prior to receipt or, irrespective thereof, becomes otherwise lawfully known to him or is in the public domain after receipt; the Contractor may only divulge such information to those who, due to the use of said information for the purpose of delivery to us, are unavoidably involved and who are also bound by an obligation of confidentiality; we shall remain the exclusive owner of the said information. Without our prior consent, such information must neither be copied nor used – except for deliveries to us or to third parties contracted by us. At our request, all information originating from us (wherever applicable including any copies or records made thereof) and any items made available by us on a loan basis must be returned to us forthwith and completely or be destroyed. The Contractor does not have a right of retention unless the claim, on which the right of retention is based, is undisputed, has been legally established or is ready to be adjudicated upon.
- We shall reserve all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, semi-conductor protection etc.). As far as the said information has been made available to us by third parties, this reservation of rights also extends to such third parties. Information that has been divulged or made available does not establish industrial property rights, copyrights, know-how or prepublication rights for the Contractor and does not constitute pre-publication pursuant to the patent and utility model law.
- We do not warrant the accuracy and completeness of the information and shall not be held liable for its suitability for the purpose of the order.
- 12.2 Products that have been made with the help of documents designed by us such as drawings, models etc. or products that have been produced based on confidential information provided by us or with the help of our tools or replicated tools, must neither be used by the supplier himself nor be offered or supplied to third parties. This applies mutatis mutandis also to our print orders.
- 12.3 When advertising, the Contractor must not refer to his business relationship with us until he has received our prior written consent.
- 12.4 Instructions concerning data protection:
We wish to point out that Lilly collects, processes and utilizes your data exclusively to the extent necessary to engage in business dealings with you. In doing so Lilly complies at all times with the statutory provisions on data protection and confidentiality. If you wish to obtain more information concerning Lilly's handling of your details, we would advise you to contact our legal department.
- 13 Receipt of goods only takes place at our respective goods receipt departments from 8:30 am to 4 pm.
- 14 Place of performance for the delivery is Bad Homburg,
- 15 Place of jurisdiction for both parties is Bad Homburg v.d.H. with regard to all disputes arising out of or in connection with this business relationship, including proceedings concerning bills of exchange, checks and proceedings which are restricted to documentary evidence, if the Contractor runs a business within the meaning of the German Commercial Code (*HGB*) (agreement pursuant to section 38 para 1 of the German Code of Civil Procedure (*ZPO*)). The same shall apply if the registered address or business seat of the Contractor is located outside of Germany (agreement pursuant to section 38 para 2 *ZPO*), or, if the Contractor, after conclusion of the contract, relocates its registered address or main residence outside of Germany, or if its registered address or main residence is not known at the time of filing legal action (agreement pursuant to section 38 para 3 no. 2 *ZPO*).
- 16 We reserve the right to take legal action against the Contractor at another place of jurisdiction.
- 17 The legal relationships of the parties are subject to the laws of the Federal Republic of Germany excluding the provisions set forth in the "United Nations Convention on Contracts for International Sale of Goods" (UN sales law).
- 18 If one provision of the aforementioned regulations or of the additional written arrangements entered into upon contract conclusion were to be or become ineffective or unenforceable, the effectiveness of the remaining contractual arrangements shall not be affected thereby. The ineffective provision shall be replaced by a legally valid provision.
- 19 Any changes and additions to the aforementioned conditions and to the additional written arrangements entered into upon contract conclusion must be made in writing. The same applies to any changes to the written-form requirement.

Privacy Statement

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 Deutschland GmbH (Lilly), 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 and improve service quality. 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 Deutschland GmbH
Abteilung Ethik & Compliance
Werner-Reimers-Str. 2-4
61352 Bad Homburg
Tel: + 49 6172 273-0

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).

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