

PO Terms and Conditions

1. General

Unless otherwise agreed in writing, our orders are exclusively subject to the following Purchasing Conditions.

2. Contract conclusion and contract amendments

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. Delivery shall become binding upon the Contractor unless he objects within three working days after receiving the delivery.

3. Termination

Lilly may terminate the Purchase Order (in whole or part) on 5 days written notice to you. In the event of such termination, Lilly shall have no obligation to you except to pay all costs actually and reasonably incurred by you prior to the date of notification of termination plus a normally accepted trade allowance on such costs as full payment of your overhead and profit.

4. Prices

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.

5. Delivery

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. 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, and we are entitled to discount base on agreement between parties. 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. 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. Partial deliveries shall, as a rule, be inadmissible unless we have expressly agreed thereto, or we can be reasonably expected to accept them. 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.

6. Invoicing and payment

Lilly issues payments on a biweekly basis. All invoices which have reached their payment term maturity will be accumulated and paid in the next biweekly payment. Lilly's standard payment terms are net sixty (60) days after Lilly's Accounts Payable Department receives an invoice that complies with the requirements of these Terms, except that Lilly may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved. Due dates are computed from the date an accurate invoice is received in Lilly's Accounts Payable Department. Lilly may return improper invoices for correction. In case of disputes, doubt concerning quality,

or where rejections occur, Lilly may defer payment without penalty.

7. Materials provided

All layouts, final artwork, lithograph prints and other documents commissioned by us for the preparation of the printing process shall become our property.

8. Anti-Bribery Law

In carrying out its responsibilities under these Terms and Conditions, each party will comply with all applicable anti-bribery laws in the countries where the party has its principal place of business and where it conducts activities under these Terms and Conditions. The parties understand and agree to comply with the United States Foreign Corrupt Practices Act which generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. You represent and warrant that neither you nor any of your shareholders, directors, officers, employees, agents, or consultants is a government official for the purpose of:

- influencing any act or decision of the government official in his/her official capacity;
- inducing the government official to do or omit to do any act in violation of the lawful duty of the official;
- securing any improper advantage; or
- inducing the government official to use his/her influence with the government or instrumentality to affect or

influence any act or decision of the government or instrumentality with respect to any activities undertaken relating to these Terms and Conditions. The parties will make reasonable efforts to comply with requests for information, including answering questionnaires and audit inquiries to enable the other.

Also, third party agrees that Lilly has the right to audit third party's compliance with applicable laws, regulations and industry codes of conduct.

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.

9. Compliance

Each party will ensure that it complies with all applicable Laws and government regulations. You also agree to comply with any Lilly policies that you are made aware of unless Lilly directs otherwise, you shall procure at your own expense all permits, licenses and other approvals required to undertake any required activity under the Purchase Order.

10. Confidentiality

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 prepublication pursuant to the patent and utility model law.

11. Trade Sanctions

Contractor 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)).

Contractor represents and warrants that Contractor, its directors, executive officers, agents, shareholders nor any person having a controlling interest in Contractor are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nation, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the 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 and Syria, but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). Contractor further represents and warrants that it shall notify Lilly in writing immediately if Contractor or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in the Distributor becomes a Restricted Person or if Contractor becomes directly or indirectly owned or controlled by one or more Restricted Persons.

Terms of Service

In light of the fact that Lilly is a subsidiary of a U.S. company, the Parties agree that as a condition of any potential service, any terms that are inconsistent with U.S. law, regardless of whether such terms appear in the purchase order, letter of credit (if applicable to the transaction) or elsewhere, shall be void and of no effect.