

ORDER TERMS AND CONDITIONS

"Supplier" shall be understood as being the entity to which a Purchase Order is sent for the supply of products and/or services, as referred to therein. "Purchaser" shall be understood as being Novartis Sverige AB, Novartis Healthcare A/S, Novartis Norge AS and/or Novartis Finland Oy as specified in the Purchase Order (hereinafter referred to as "Purchaser" or "NOVARTIS", without distinction), being the company making the purchase. Purchaser and Supplier shall be referred to jointly as "the Parties".

Acceptance of the terms and conditions of purchase

All the terms, conditions and specifications included in or attached to Supplier's offer, as well as the correspondence related thereto, to which no specific reference is made in the Purchase Order, shall be understood as being rejected by NOVARTIS and shall be ineffective. Supplier's General Terms and Conditions of Sale, which are expressly waived by virtue of the acceptance of the Purchase Order, are also rendered null and void.

Terms of payment, form of payment and invoicing terms and conditions

-Form and means of payment: as indicated in the Purchase Order.

-Invoicing terms and conditions. All invoices must include the requisites provided in current applicable legislation. Supplier is under the obligation to include the Purchase Order number on the invoice. Should it fail to do so, NOVARTIS will return the invoice to Supplier. -Payment date. Payments shall be made within 60 days from the date of the invoice.

Inspection and audit

NOVARTIS and its authorized representatives may inspect the material and/or the development of the services during the manufacturing process or the provision of the services, respectively, on Supplier's premises, where Supplier shall do everything necessary to facilitate said inspections. The inspection and acceptance of the material and/or service shall not release Supplier from its guarantees and responsibilities for supplying the material and/or providing the service in accordance with specifications.

Transfer/Assignment

Supplier may not transfer or assign the Purchase Order or any of the rights and obligations arising from these terms and conditions to any other party without prior approval in writing from NOVARTIS.

Subcontracting

Supplier may not partially or fully subcontract the execution of the Purchase Order without prior approval in writing from NOVARTIS. Should subcontracting be expressly authorized, Supplier shall be fully responsible for the supply or provision of the subcontracted services.

Cancellation

NOVARTIS may cancel the Purchase Order at any time by simply serving Supplier with written notice. Upon receipt of said notice, Supplier shall stop all work related to the Purchase Order and, where applicable, issue an invoice for the services and/or products effectively provided and/or delivered to NOVARTIS.

Delivery Terms and Conditions

NOVARTIS shall indicate the delivery terms and conditions on each Purchase Order. The delivery shall be made in accordance with the indications provided on the order and carriage paid unless agreed otherwise.

Packaging, identification and shipment

All materials are to be appropriately packaged and identified by Supplier in such a way that they can be transported and stored in absolute safety. Accordingly, Supplier shall apply all appropriate measures of protection to keep the product safe, packing it with weatherproof materials.

Non-disclosure

Supplier shall maintain strict secrecy over all the information provided to it by NOVARTIS verbally or in writing and shall use it only to fulfil the Purchase Order even though said information does not bear any seal or sign that identifies it as confidential. The duty of non-disclosure and the limited use of the corresponding information shall not apply to confidential information which the Supplier can evidence:

- a) Is already part of the public domain when notified by NOVARTIS to Supplier.
- b) Following notification thereof by NOVARTIS to Supplier, becomes part of the public domain due to reasons other than breach of Supplier's duty to nondisclosure.
- c) Is already in Supplier's legal possession prior to the disclosure thereof by NOVARTIS, where it has not been directly or indirectly obtained previously from the latter.
- d) After disclosure thereof by NOVARTIS, has been legally notified to Supplier by whatsoever third party that has not acquired said confidential information directly or indirectly from NOVARTIS or which, in said case, is expressly authorized to disclose said information. Supplier may not use logos, distinguishing signs and marks owned by NOVARTIS and may not refer to NOVARTIS as a customer unless it has obtained the prior and express consent thereof.

Taxes and duties

Each party shall assume the payment of taxes, duties, charges and licences required for the purpose of the fulfillment of the Purchase Order.

Intellectual and industrial property rights

Supplier hereby acknowledges and agrees that all the intellectual and industrial property rights, including know-how, arising from the fulfillment of this Purchase Order or from its commercial relationship with NOVARTIS shall be the exclusive property of NOVARTIS and may be used by NOVARTIS for whatsoever purpose and without limitation.

Responsible Procurement

Novartis expects Suppliers with whom we work to comply with the law, to adhere to ethical business practices and to observe the Novartis Supplier Code. The Novartis Supplier Code and other codes, policies and guidelines can be found at https://share.novartis.net/sites/prdocs/SQLM/_layouts/15/WopiFrame.aspx?sourcedoc=%7B059EA7D1-114C-4057-AA59-37598AF6406C%7D&file=RPTK%201.7%20Sample%20ContractualPO%20Language%20EN_Oct%202017.docx&action=default

Processing of Personal Data

Should Supplier provide personal data processing services under this Purchase Order, said processing shall be carried out in accordance with the instructions given by NOVARTIS in relation to the purpose, content and use of the processing. Any personal data supplied by Novartis or on behalf of Novartis shall be accessed and used exclusively for the provision of the services covered in this Purchase Order. In the event of termination of the services covered in the Purchase Order, regardless of the reason, Supplier shall destroy the personal data once the files have been returned to NOVARTIS.

Governing law and jurisdiction

The terms and conditions of this Purchase Order shall be governed by and interpreted in all regards in accordance with Swedish law. For the resolution of whatsoever litigation arising from the execution and/or interpretation of the provisions of this Order, Supplier and NOVARTIS hereby expressly submit to the jurisdiction of the Stockholm District Court (Sw. Stockholms tingsrätt), Sweden.

Compliance with Law

SUPPLIER agrees to comply with:

- a) all applicable laws and regulations, including anti-corruption laws,
- b) all applicable Industry Standards,
- c) all policies and guidelines received from Novartis, including the Novartis Global Anti-Bribery Policy (available at the following link:<http://www.novartis.com/downloads/corporate-responsibility/responsible-business-practices/anti-bribery-policy-en.pdf> which SUPPLIER confirms having read and understood, as well as, its updated version as may be modified and communicated,
- d) its obligations under this Purchase Order, observing high standards of ethics and integrity. SUPPLIER shall be responsible for training on Anti-Bribery matters to all employees involved in the activities relating to this Purchase Order. Such training should include education on anti-corruption laws and the principles of Novartis Global Anti-Bribery Policy. At the request of Novartis, SUPPLIER will immediately provide a copy of the training material, the attendance sheet and the qualifications of the attendees. In the event that Novartis would have required filling out the #Questionnaire for Third-Parties#, SUPPLIER guarantees that the information provided in the "Questionnaire for Third-Parties" is accurate and complete. SUPPLIER agrees to promptly report to Novartis any substantial change of the information contained in the Questionnaire. SUPPLIER's failure to complete his obligations under this Clause, entitles Novartis to terminate this Purchase Order immediately. Novartis reserves the right, upon reasonable notice and at its own expense to audit the records of SUPPLIER in order to ensure its compliance with this Purchase Order. The refusal or obstruction from the SUPPLIER shall be deemed a material breach of this Purchase Order and shall entitle Novartis to immediately terminate this Purchase Order.