

## **GENERAL TERMS AND CONDITIONS OF PURCHASE “NON PHARMACEUTICALS” IDB Holland B.V.**

### **Article 1. Applicability**

- 1.1 These general terms and conditions of purchase are applicable to all applications, proposals, offers, contracts, purchase orders, order confirmations, agreements and other legal actions regarding the supply of products by another party, hereinafter referred to as “Supplier”, to IDB Holland B.V. , hereinafter referred to as “IDB”. The provision of products also means the provision of goods, the performance of services, the execution of orders, the performance of other work and all agreements that stem from such.
- 1.2 Amendments to the agreement are only valid if they have been explicitly communicated to IDB in writing and have been accepted in writing by an authorised IDB representative.
- 1.3 Clauses that differ or supplement these general terms and conditions are only valid if and insofar as they have been explicitly accepted in writing by an authorised IDB representative.
- 1.4 A Supplier who has ever been contracted according to these terms and conditions agrees to the applicability of these terms and conditions on subsequent agreements, on whatever basis, between it and IDB.
- 1.5 The applicability of any other general terms and conditions, such as those from supplier, is hereby explicitly rejected and excluded.
- 1.6 In the event of differences between the meaning of the Dutch text regarding these terms and conditions and that of corresponding translations in other languages, the Dutch text is definitive between parties.
- 1.7 If any provision from these general terms and conditions and/or any provision from an agreement between IDB and a Supplier proves to be invalid for whatever reason, or becomes invalid, or an appeal to it appears to conflict with the reasonableness and fairness, the other provisions from these terms and conditions and/or the agreement remain fully in force. Parties are then obligated, in mutual consultation, to replace or have replaced the invalid, annulled or inapplicable provision with a legal provision that renders justice as much as possible to the parties’ intention.
- 1.8 In the event of conflict between the provisions in these general terms and conditions and the provisions in the agreement, the provisions in the agreement prevail over the provisions in these general terms and conditions.

### **Article 2. Conclusion of the agreement**

- 2.1 Proposals and/or offers originating from Supplier are irrevocable, unless it is unambiguously apparent from the proposal and/or offer that it is non-binding.
- 2.2 An agreement between IDB and Supplier is only created after written confirmation by IDB of the proposal and/or offer that has been provided by an authorised Supplier representative. IDB confirms all orders by means of a Purchase Order (hereinafter “PO”). POs are e-mailed to Supplier.
- 2.3 IDB can cancel the agreement, entirely or partially, at any time, free of charge, without owing any damage compensation as long as Supplier has not yet begun to fulfil its obligations.
- 2.4 IDB will not return any documentation and/or samples received with the proposal and/or offer.
- 2.5 All costs incurred with the creation of a proposal and/or offer are borne by Supplier.

### **Article 3. Prices, Invoicing and Payment**

- 3.1 The agreed upon price includes all (wage) costs and rights, adequate packaging, certifications, certificates, duties, levies, transport, instructions, manuals, usage instructions, assembly and maintenance requirements and, if applicable, includes the costs of assembly, mounting, installation, start-up, testing, instruction, training and the like, however, excluding VAT.

- 3.2 Invoices stating the PO number must be sent either by postal mail to the IDB entity on the address mentioned below or via e-mail to the e-mail address stated on the PO.  
Postal address IDB Holland B.V.:  
Weverstraat 17, 5111 PV Baarle-Nassau, Nederland, IDB is entitled to suspend the payment if the invoices have not been prepared and/or sent in accordance with the aforementioned.
- 3.3 Upon IDB request, the Supplier will set up an electronic supplier account within 30 days via the external network solution designated by IDB that enables the Supplier to receive purchase orders (if applicable) and submit invoices and other relevant documents. Once such an electronic account has been created upon IDB request, IDB will not pay any invoice unless the supplier submitted the invoice electronically via the network.
- 3.4 Supplier is not entitled to settle amounts that it owes to IDB for whatever reason with amounts that IDB owes to Supplier.
- 3.5 IDB will pay for the supplied products within 60 days after invoice date, provided the supplied products have been approved by IDB and are accompanied by all corresponding documentation (including, in any case, the properly addressed and fully completed invoice). Failure to satisfy the requirements stated in the order or otherwise agreed upon regarding invoice data and packing lists, as well as failure to include all necessary data when filling in these documents, entitles IDB to suspend the payment obligation to Supplier without being obligated to any form of damage compensation.
- 3.6 Should IDB have the need to do so, it is entitled to pay all amounts due in instalments, within the payment period stated in the previous paragraph.
- 3.7 Payment by IDB does not imply in any way a waiver of any right under the agreement, these terms and conditions or the law. Payment cannot be construed as any acknowledgement by IDB of the adequacy of the supplied products and does not relieve Supplier from any liability in that regard.
- 3.8 Payment releases IDB from any obligation stemming from the relevant agreement and Supplier cannot regard it as payment of any other claim on IDB demanded by Supplier.
- 3.9 Supplier will not increase the agreed upon prices during the term of the agreement. In the event Supplier is obligated to increase the prices based on a mandatory legal provision, IDB is entitled to immediately terminate the agreement without being obligated to any compensation on whatever basis.
- 3.10 Supplier will not perform additional work unless IDB has provided a written order for that purpose. Additional work does not include extra work that Supplier could or should have reasonably assessed when entering into the Agreement or that is the consequence of a Supplier failure.
- 3.11 Supplier is never entitled to transfer its rights and/or obligations to a third party without prior written consent from IDB. IDB is entitled at any time to transfer its rights and/or obligations to a third party without requiring Supplier's consent.

#### **Article 4. Delivery and Ownership**

- 4.1 Delivery of products must occur in the manner, location and within the delivery period as indicated in the agreement and/or PO.
- 4.2 Agreed upon periods are always fatal deadlines. Therefore, Supplier is legally in default when a single delivery period is exceeded, without requiring further notice of default.
- 4.3 Without prejudice to the provision in the previous paragraph, Supplier is obligated to immediately inform IDB of any delay or anticipated delay in the execution of the agreement.
- 4.4 Supplier is responsible for providing the full and unencumbered ownership of the products. Supplier waives all rights and authorisations to which it is allocated based on the retention right or the right of complaint. Supplier is not entitled to any form of retention of title.
- 4.5 The products remain at the risk and expense of Supplier until they have been completely delivered to the full extent to IDB.
- 4.6 Unless agreed upon otherwise in writing, Supplier is not entitled to make partial deliveries. If the provision of partial deliveries has been agreed upon, then delivery also means partial delivery for the application of these general terms and conditions.

- 4.7 The delivery of the products is complete at the time the products have been received by or on behalf of IDB and their delivery has been signed for agreement by IDB in writing. If parties have agreed that Supplier is responsible for assembly and/or installation, then the delivery, in contrast to the aforementioned, is completed after assembly and/or installation.
- 4.8 From written approval as specified in Article 4.7, Supplier cannot derive any right and it does not affect that: (i) the products delivered based on Article 5 of these general terms and conditions can be rejected by IDB, (ii) that IDB will pursue Supplier regarding any form of failure with all corresponding legal consequences and (iii) IDB can always appeal to any other right.
- 4.9 Supplier is not authorised to suspend any obligation in the event IDB fails to comply with any of its obligations.
- 4.10 The ownership of all products to be delivered to IDB and any related drawings, calculations, instructions for use, (supporting) software and other relevant documentation and related matters is transferred from Supplier to IDB at the time of delivery.
- 4.11 The products to be delivered must be packaged appropriately and sufficiently. The products must also be adequately protected (by packaging and/or otherwise) so that they can reach their destination undamaged and in proper condition.
- 4.12 Supplier will accurately follow the IDB instructions regarding packaging and shipping, marking and the accompanying shipping documents. Supplier will carefully take into account special requirements for packaging and/or security provided by or on behalf of IDB.
- 4.13 IDB is entitled to refuse shipments that do not meet the aforementioned or do not satisfy the requirements that IDB should expect in its opinion, without being obligated to pay any form of damages or compensation.

#### **Article 5. Inspection**

- 5.1 IDB is entitled to inspect all products prior to the delivery. Supplier must grant all necessary co-operation for this purpose.
- 5.2 IDB is entitled to inspect all delivered products before it accepts the products provided.
- 5.3 In the event that IDB rejects the products, as specified in the situation described in paragraph 1 as well as in the situation described in paragraph 2, then IDB can decide to request repair or replacement or to dissolve the agreement. Nothing diminishes IDB's right to claim damage compensation.
- 5.4 The approval upon delivery does not hinder a subsequent claim based on Article 6 of these general terms and conditions, or the exercise of any other right by IDB.
- 5.5 Upon rejection, IDB will store (or have stored) the delivered products at the Supplier's risk and expense. After rejection, Supplier must collect the delivered products as soon as possible at its own expense and risk at the location where the products are stored.
- 5.6 IDB is never obligated to any time frame stated by Supplier within which IDB must announce that the delivered products have been rejected or at least within which IDB must complain.
- 5.7 The applicability of Articles 6:89 Civil Code and 7:23 Civil Code are not applicable for IDB.
- 5.8 Legal claims and objections by IDB, based on facts that would justify that the delivered products do not satisfy the agreement, expire after five (5) years after notification by IDB.
- 5.9 The notification is not subject to any limitation, formality or time frame.

#### **Article 6. Warranty**

- 6.1 Supplier is responsible for ensuring that the delivered products meet all that has been agreed upon, the products have the properties that have been promised and that IDB may expect, are adequate and free from defects, are new unless agreed upon otherwise, are consistent with the agreed upon specifications and delivered documentation, are appropriate for the purpose for which they are intended, are ready for use and that all resources that are required for proper operation have also been supplied, even if they were not specifically ordered, satisfy the highest legal requirements and other governmental requirements, including the European laws and regulations and lower governmental regulations, as well as the highest requirements of the safety

and environmental, quality and/or certification standards used within the industry, all as applicable at the time of the delivery of the products.

- 6.2 If the delivered products – regardless of the results of prior inspections – apparently fail to satisfy the provisions in paragraph 1, Supplier will, at its expense and at IDB' discretion, repair, replace or supplement the missing products upon first request by IDB, unless IDB prefers to dissolve the agreement. Nothing prejudices IDB' other rights regarding the Supplier's attributable failure. All costs to be incurred in this regard (including those of repair and disassembly) are borne by Supplier.

#### **Article 7. Liability**

- 7.1 Supplier is liable for all damage, direct as well as indirect, which is suffered by IDB or third parties as a result of a defect (including, but not limited to, security and operation) in products supplied by Supplier.
- 7.2 Supplier is liable for all damage, as a result of or in connection with the execution of the agreement, which is suffered by IDB or third parties as a result of acts or omissions by Supplier, its personnel or those involved in the execution of the agreement or as a result of items used by Supplier in execution of the agreement.
- 7.3 Supplier indemnifies IDB for all third party claims.
- 7.4 Supplier will be responsible for ensuring that it is adequately insured for its liability under this Article for the course of the agreement. This insurance obligation also extends to resources or persons involved in the execution of the agreement in any way. Upon IDB request, Supplier will provide the insurance policy or policies to IDB, as well as proof of payment of the premiums due.
- 7.5 IDB is not liable for any form of damage suffered by Supplier by parties or third parties hired by Supplier, unless the damage is due to intent or deliberate recklessness by IDB. Supplier indemnifies IDB in connection with all claims for which IDB does not bear any liability in connection with aforementioned.
- 7.6 Claims for damage compensation against IDB and/or other claims based on the agreement entered into between IDB and Supplier expire after one (1) year starting from the time that Supplier has been notified of the legal fact that claims have been made against IDB.
- 7.7 Supplier is legally in default without requiring any written notice of default, in the event that any provision from these general terms and conditions has not, has not in a timely manner or has not completely been fulfilled by Supplier. This is at IDB' discretion.

#### **Article 8. Force Majeure**

- 8.1 In the event of force majeure on the side of one party, the fulfilment of the agreement will be suspended entirely or partially for the duration of the period of force majeure without parties being mutually obligated to any damage compensation in this regard. If the condition of force majeure lasts longer than fourteen (14) days, the other party is entitled to dissolve the agreement via written notification immediately and without legal intervention, without creating any right to damage compensation. In any event, force majeure on the side of Supplier does not include: lack of personnel, lack of raw materials, strikes, default by third parties hired by Supplier, transport issues by Supplier or third parties hired by Supplier, resource failure, liquidity and/or solvency issues at Supplier and government measures at Supplier's expense.

#### **Article 9. Termination**

- 9.1 If Supplier fails to satisfy any of its obligations from the agreement, the law, the custom or the requirements of reasonableness and fairness in accordance with Article 248 paragraph 1 Book 6 Civil Code, is declared in state of bankruptcy, applies for surseance of payment, control is transferred, transitions to liquidation of its business, all or part of its assets are seized or otherwise appears to be insolvent in the opinion of IDB, then IDB is entitled to dissolve the agreement without requiring a notice of default.

- 9.2 In the event of continuing agreements, for specific as well as indefinite periods, IDB is entitled at all times to terminate the agreement with a period of notice of two months.
- 9.3 In the event the agreement is terminated, regardless of the basis, Supplier is obligated to return to IDB free of charge all materials, products and files that have been prepared in the context of the agreement until the time of termination, upon first request and in accordance with IDB instructions (in the case of digital files, in a format to be specified by IDB).
- 9.4 Supplier is only entitled to terminate the agreement in those cases stated in these general terms and conditions, unless agreed upon otherwise.

#### **Article 10. Intellectual Property**

- 10.1 Supplier grants free of charge to IDB a non-exclusive, irrevocable, perpetual, transferable, worldwide licence under all of its possible rights of intellectual property and other exclusive rights regarding the products delivered.
- 10.2 Supplier is responsible for ensuring that the products do not infringe on third party intellectual property rights and will indemnify IDB for all costs and damage resulting from any violation or alleged infringement on such rights.
- 10.3 All intellectual property rights that are created as a result of work performed by Supplier for IDB accrue exclusively to IDB. Supplier grants all co-operation for the establishment and transfer of aforementioned rights to IDB.
- 10.4 The rights, insofar as they (will) remain with Supplier, have now and henceforth already been transferred to IDB by Supplier's signing of an Agreement, which transfer was already accepted now and henceforth immediately by IDB after the creation of those rights. Insofar as the transfer of such rights would require a further deed or other formalities would have to be fulfilled, Supplier now and henceforth already authorises IDB to irrevocably create such deed and to sign on Supplier's behalf and to fulfil these formalities on Supplier's behalf, without prejudice to Supplier's obligation to grant its co-operation upon IDB' first request to transfer such rights without being able to set corresponding conditions.
- 10.5 Supplier hereby waives any personal rights it accrues against IDB, to the extent permitted by applicable regulations. Supplier warrants that the employees involved on its side, contractors in the applicable employment or order contract between these employees, contractors and Supplier, respectively, waive any personal rights they accrue against Supplier, to the extent permitted by applicable regulations.

#### **Article 11. Confidentiality and processing of personal data**

- 11.1 Supplier is obligated to keep confidential all information originating from IDB, including all that becomes known regarding IDB in the context of a request for an offer, an order and/or the execution of an agreement. Supplier will impose the same obligation of confidentiality on personnel and third parties that it uses in the context of issuing an offer, the evaluation of an order and for the execution of an agreement.
- 11.2 Supplier must refrain from any publicity in any form regarding an agreement and/or co-operation between parties without the prior written consent from IDB.
- 11.3 Insofar as Supplier processes personal data for IDB in the context of the execution of the agreement, Supplier is processor in the sense of the General Data Protection Regulation (GDPR) and parties will enter into a separate agreement as specified in Article 28 paragraph 3 GDPR. Supplier is not entitled at any time to use or have used the personal data that is available to it, in whole or in part, other than for the execution of the agreement, all subject to differing legal obligations.
- 11.4 Supplier processes personal data properly and carefully and in accordance with the applicable laws and regulations, IDB' (specific) instructions and indications, as well as the applicable Novartis codes of conduct.
- 11.5 If Supplier violates the provisions in this Article, it will owe a penalty immediately due and payable of € 10,000.00 per violation, without requiring any notice of default for that purpose. The

- aforementioned penalty clause does not affect the other rights granted to IDB based on the law, the agreement or these general terms and conditions.
- 11.6 The privacy notice for suppliers describes in which context IDB processes the Supplier's personal data and what are its corresponding rights and obligations. The privacy notice for suppliers is available on the IDB website.

#### **Article 12. Code of Conduct**

- 12.1 Supplier must comply at all times with all applicable laws and regulations, including (but not limited to) privacy, anti-corruption and anti-money laundering laws (including the American Foreign Corrupt Practices Act and the United Kingdom's Anti Bribery Act).
- 12.2 Supplier is familiar with the "Third Party Code", which is an integral part of any agreement between IDB and Supplier, always in the latest version. Supplier will fulfil all of its (contractual) obligations in accordance with the aforementioned Code. The Code is available on the IDB website.
- 12.3 IDB is entitled to immediately terminate the agreement with Supplier in writing, without being obligated to compensate any form of damage of any kind, if Supplier, in IDB' opinion, acts in conflict with the obligations as stated in this Article.

#### **Article 13. Transfer Rights and Obligations**

- 13.1 Supplier will neither transfer nor outsource the rights and obligations arising from the agreement in whole or in part to third parties without the prior written consent from IDB.
- 13.2 IDB is entitled to attach conditions to its consent as specified in paragraph 1 of this Article. IDB' consent, whether or not conditions have been attached, does not relieve Supplier of its obligations under the agreement; Supplier remains responsible towards IDB for its transferred rights and obligations, unless explicitly agreed upon otherwise in writing.

#### **Article 14. Applicable Law and Disputes**

- 14.1 Disputes arising out of or relating to any obligation between IDB and Supplier will be presented before the competent court in Amsterdam, unless the Supplier is not domiciled in a country with which the Netherlands has an executive agreement. In the latter case, parties will settle their disputes in accordance with the rules of the Netherlands Arbitration Institute (NAI). The place of arbitration will then be in Amsterdam.
- 14.2 Only Dutch law is applicable to all obligations between IDB and Supplier. The applicability of the Vienna Convention (Convention on the International Sale of Goods 1980) is excluded.

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