

## General Procurement Terms and Conditions of Roche Diagnostics (Switzerland) Ltd

### 1. Application

- 1.1. These terms and conditions apply when Roche Diagnostics (Switzerland) Ltd (hereinafter «ROCHE») purchases goods or services from a supplier.
- 1.2. If ROCHE provides a request for an offer to the supplier, supplier's offer shall match the terms of such request. The terms included in such request concerning material, quantity, quality and specifications are binding.
- 1.3. In the case of a discrepancy between an offer, letter of confirmation or general terms and conditions provided by a supplier and these conditions, these conditions prevail.
- 1.4. Further general terms and conditions (e.g. Incoterms) only apply if agreed between the parties in writing.

### 2. Conclusion of the Contract

A contract is only concluded if ROCHE accepts the offer provided by the supplier by means of a written or electronic order.

### 3. Modifications

ROCHE reserves the right to request modifications up to the time of acceptance of the object of the contract. If the supplier finds that, as a result of such modifications, the object of the contract cannot be produced within the deadline and/or within the agreed costs, supplier shall inform ROCHE accordingly within 7 days and submit an offer corresponding to the modifications. Otherwise, it will be assumed that supplier has agreed to execute the modified work with no change to deadlines or costs.

### 4. Price

The agreed price is all-inclusive, including VAT and all incidental costs.

### 5. Due Dates and Payment Arrangements

ROCHE payments are due within a period of 60 days after receipt of a correct invoice.

### 6. Subcontractors

The supplier is only permitted to use subcontractors with the written consent of ROCHE. ROCHE may demand that specified subcontractors are used, or are excluded, for the purpose of performing the contract.

### 7. Duty to Inform

The supplier must inform ROCHE about extraordinary characteristics of the object of the contract or any problems which might jeopardize the proper performance of the contract. If the supplier violates this duty to inform, it shall be liable for all damage which arises therefrom.

### 8. Delivery Dates and Deadlines

- 8.1. The agreed dates and deadlines for the performance of the contract are binding ("Fixtermin" according to Swiss law).
- 8.2. If the supplier realizes that the execution of the contract cannot take place within the set deadline, it is obliged to inform ROCHE accordingly and immediately, stating the reasons and the expected delay.
- 8.3. Performance in successive instalments is only permissible with the prior consent of ROCHE.

### 9. Acceptance

- 9.1. ROCHE shall examine within 10 working days from delivery whether the object of the contract is in conformity with the contract.
- 9.2. The object of the contract and the (installation) services are deemed to be accepted as soon as ROCHE confirms conformity with the contract to the supplier in writing or after the deadline mentioned in section 9.1 has passed. This does not apply to hidden defects. Roche will notify the supplier of hidden defects within 10 working days of their discovery.

### 10. Place of Execution and Transfer of Risk

- 10.1. The place of execution for the supplier shall be the place of delivery designated by ROCHE.
- 10.2. The benefit and risk of the object of the contract shall pass to ROCHE upon delivery to the place of execution. If the supplier is obliged to install, the benefit and risk shall pass to ROCHE on acceptance of the installation works.

### 11. Guarantee

- 11.1. Supplier guarantees ROCHE that no third-party claims whatsoever exist in respect of the object of the contract, and also that the object of the contract does not contain any defects which impair its value or its suitability and that it possesses the warranted characteristics, performances and specifications.
- 11.2. Supplier is liable for compliance of the object of the contract with all applicable legal requirements, relating, in particular, to occupational safety and the recognized rules of safety engineering. It shall also be responsible for ensuring that the ordering and use of the object of the contract does not infringe rights of third parties, such as patent and trademark rights or copyrights. If the supplier is obliged to install, it furthermore guarantees workmanlike and careful installation.
- 11.3. The supplier's guarantee also extends to the services of the subcontractors.
- 11.4. The warranty period is 24 months. During this warranty period ROCHE is entitled to notify the supplier of defects of all types and at any time. ROCHE shall, however, bear the costs arising out of a deterioration which could have been avoided if a notification had been provided without delay.
- 11.5. After elimination of a defect, a new warranty period shall commence for the replaced or repaired product.

## 12. ROCHE's Claims Arising from Defects

12.1. Notified defects in the object of the contract and/or the installation must be eliminated by the supplier at its own cost within the time period set by ROCHE, alternatively, the supplier may supply a replacement.

12.2. After unsuccessful reworking (or replacement) ROCHE may continue to insist on reworking (or replacement) or request a reduction in the purchase price or annulment of the contract.

12.3. ROCHE is entitled to eliminate the notified defects itself or to have them eliminated by a third party at the supplier's cost if the supplier:

- a) does not eliminate the defects which have been complained about within an appropriate period;
- b) refuses to undertake the reworking or is incapable of doing so.

12.4. The supplier must also pay compensation for damages to ROCHE in accordance with the statutory law.

## 13. Advertisement and Promotion

Unless ROCHE gives prior written consent, the supplier shall refrain from any kind of advertising or promotion relating to ROCHE, and may not use any logos or brands that belong to ROCHE.

## 14. Intellectual Property

All intellectual property rights arising out of the performance of the contract, as well as all work product shall belong to ROCHE, provided that the agreed remuneration is paid. This includes but is not limited to inventions, software (code), recordings of any kind, plans and models. In case ownership in any intellectual property rights cannot be transferred to ROCHE due to legal restrictions, the supplier hereby grants ROCHE a fully paid up, unlimited license, free of charge.

## 15. Cancellation of a Contract

15.1. ROCHE may terminate the contract at any time:

- a) If the reason for such termination is attributable to ROCHE, the supplier shall be entitled to compensation for the costs of works already undertaken which ROCHE has accepted, and to reimbursement of the costs of works justifiably commenced by the supplier which have become useless to the supplier due to termination by ROCHE. The supplier shall also be entitled to payment of an appropriate contractor's profit for the works completed up to the time of termination.
- b) If the reason for such termination by ROCHE is attributable to the supplier, ROCHE shall be entitled to claim compensation from the supplier and, if possible, to offset this against any amounts receivable by the supplier.

15.2. Any further claim by the supplier, especially for loss of profit, shall be excluded in all cases of termination by ROCHE.

## 16. Insurance

The supplier must insure itself adequately (at least to the level of the price) against the consequences of any liability which may arise. ROCHE may demand proof of the relevant insurance cover from the supplier.

## 17. ROCHE Code of Conduct

The supplier agrees to comply with all applicable laws and the Roche Supplier Code of Conduct

([http://www.roche.com/roche\\_supplier\\_code\\_of\\_conduct.pdf](http://www.roche.com/roche_supplier_code_of_conduct.pdf)) and further agrees to ensure and supervise that its subcontractors comply to these terms as well. ROCHE reserves the right to audit the supplier at any time in regard to compliance with all applicable laws and regulations, including the Roche Supplier Code of Conduct. In case of breach of this clause, ROCHE has the right to terminate the contract immediately.

## 18. Maintenance of Secrecy

18.1. Information which ROCHE transfers to the supplier for the execution of the contract is confidential and must not be used for other purposes, nor must it be reproduced or made accessible to third parties.

18.2. The parties may not share confidential information and/or business secrets received from the other party with third parties, with the exception of other members of the Roche Group.

## 19. Assignment

19.1. Claims and obligations arising out of the contract cannot be transferred by one party to third parties without the written consent of the other party.

19.2. ROCHE is entitled to transfer the contract as well as individual claims and obligations arising thereof to other members of the Roche Group without the supplier's prior consent.

## 20. Modifications and Additions

Modifications or additions to this contract and parts of this contract require a written or electronic instrument, documenting the respective consent of both parties.

## 21. Resolution of Disputes/Venue

This contract is governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Exclusive venue of jurisdiction is Zug, Switzerland.

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