

## Article 1 - Scope

During the negotiation of any order for products (the "Goods(s)") and/or services (the "Service(s)") (hereinafter the "Order" including, in particular, the special terms and conditions and any document attached to the Order, referred to therein or in its appendices) issued by Roche Diagnostics France SAS (the "Company"), these General Terms and Conditions of Purchase (the "GTCPs") were provided to the company supplying the Goods and/or Services (the "Supplier"). The GTCP, which form an integral part of the Order, shall apply in place of any other contractual document, unless otherwise agreed by the Parties, as soon as any of the following events occurs: acceptance of the purchase order by the Supplier and/or execution of the GTCP. All supplies of Goods and/or Services to the Company shall be at least contingent on the Company duly placing an Order beforehand that is evidenced in writing, i.e., by letter, facsimile or email and subject to the acceptance of a quote by the Company (the "Contract"). The quote must indicate the precise nature of the Goods to be supplied and/or Services to be performed, the necessary preconditions for their implementation/performance, the deliverables expected, the cost of the Goods and/or Services and the terms of payment. Unless otherwise agreed between the Parties, the Supplier and the Company have agreed to rank the following documents as follows, in descending order of priority: the Order, these GTCP, the quote, the Supplier's GTCS.

The Order number must mandatorily be stated on all the Supplier's delivery, dispatch and invoicing correspondence or documents that are sent to the Company in connection with the performance of the Service or the supply of the Good.

If the Company does not send a purchase order, all supplies of Goods and/or Services to the Company must be accompanied by a written document that was received and that authenticates, with no possible contestation, the reality of the Order.

## Article 2 – Duty to advise

As the Supplier is a specialist in the Goods and/or Services covered by the Order, it has a duty to advise, inform and make proposals to the Company. It is the Supplier's responsibility to ascertain whether the Company's requests are compatible and to advise it as to the suitability of the Goods and/or Services for the needs expressed. The Supplier undertakes to put forward suggestions to the Company for any improvement in the technical definition of the Goods and/or Services covered by the Order, as a result of developments in the current state of the art, in an ongoing effort to improve the quality and reduce the costs of the Order.

## Article 3 – Quality - Warranties - Audit

**3.1** The Supplier warrants that the Goods delivered and/or the Services performed comply with the Orders and/or with the documents that refer thereto and, more generally, with the provisions of the law and regulations in force. The Supplier warrants that the Goods delivered are new, of excellent quality, with no flaws in the materials, design or manufacture, and are completely suitable for the use for which they are intended. The Supplier shall hold the Company harmless, for an unlimited amount, from all the harmful direct and/or indirect consequences that may be caused by the Goods delivered or the Services

performed, including harmful consequences caused by a safety defect in the Goods and/or linked to any damage and/or loss that arose during the carriage of the Goods and undertakes in this regard, under the same conditions, to hold the Company harmless in the event of a claim made by a sub-purchaser or a third party due to a latent defect, failure to comply with a standard or regulation and/or a safety defect in the Goods.

The Supplier shall immediately notify the Company, as well as the Company's customers, if any, on behalf of which Orders were placed, of any defects the Supplier itself identifies in its Goods, in order to limit the harmful consequences thereof. The Supplier undertakes to ensure the proper functioning of the Goods delivered or Services performed during the warranty period for the Good and/or Service, as from the date of receipt/acceptance. Consequently, during this period, the Supplier undertakes to ensure the maintenance, repair or replacement of defective Goods, parts or Services, at its sole expense and at the Company's mere request.

**3.2** The Supplier further warrants that the Goods and Services supplied, and consequently the intellectual property rights assigned or granted under these GTCP, do not infringe any third-party rights. To this end, the Supplier shall hold the Company harmless from and against any claim, complaint, or action by its employees (inventor(s), creator(s)) or by any third party which it may have called upon to perform work in the performance of the Order.

Failing this, the Supplier undertakes to indemnify, defend, and hold the Company harmless, at the Company's first request, from and against any and all expenses, costs and claims for damages arising from any claim, complaint, or action based on the infringement of the rights of a third party in relation to the Goods and Services supplied, as well as any and all financial consequences resulting from any judgment or settlement, whether or not following a legal action.

In the event that the Company or its customers are forced to discontinue use of all or part of the Goods supplied and/or the Items as defined in Article 10 of the GTCP, the Supplier undertakes, without prejudice to any other rights to which the Company may be entitled, to immediately implement, at its own expense and at the Company's discretion, one of the following measures: (i) obtaining the right for the Company and its customers to continue to make unrestricted use of the Goods and/or Items at no additional cost; or (ii) replacing or altering the Goods in such a way that they are no longer subject to dispute.

**3.3** The Supplier agrees to be audited at the Company's request, subject to 10 working days' prior notice, in order to verify the proper fulfilment of its contractual obligations and the Supplier's compliance with the integrity standards defined in Article 14 of the GTCP. Said audit must not have any impact on the performance of the Supplier's business activities. In the event of a suspicion of a serious failure, the Company may initiate the audit subject to 24 hours' prior notice or less if dictated by the circumstances.

## Article 4 - Delivery/Compliance/Return

Deliveries of Goods must be made to the address given at the top of the Order, unless otherwise specified by the Company, and on the date laid out in the Order and at the time agreed with the Company.

The delivery slip must reproduce the information referred to in Article 1 above for the Order.

All purchases of Goods and/or Services shall only be deemed to have been accepted after verification of their compliance with the Orders and/or documents pertaining thereto, as well as with the standards in force. Technical acceptance for Goods and/or Services, wherever necessary, must be unconditionally validated by the Company or by a third party designated by the Company. Non-compliant Goods and/or Services must be rejected within thirty (30) calendar days of delivery and/or performance of the Services (maintenance, installation, etc.) and must be the subject of a complaint within said period, without prejudice to any rights, actions, and remedies available to the Company.

The Company may then decide, either:

- to request that, within eight (8) calendar days, (i) the non-compliant Goods be replaced by the Supplier and/or (ii) that the non-compliant Services be corrected/rectified;
- or to refuse the non-compliant Goods and/or Services and to have them supplied and/or performed, after formal notice served on the Supplier has remained without effect, by a third party within a reasonable timeframe and at a reasonable cost, at the Supplier's expense, in accordance with the provisions of Article 1222 of the French Civil Code. The Goods refused must then be collected by the Supplier at the Supplier's expense and risk. If not, the Company reserves the right either: (i) to return the Goods to the Supplier, at the Supplier's expense, or (ii) to store them at the Supplier's expense and risk;
- or, to accept the non-compliant Goods and/or Services in return for a proportional reduction of the price of the Goods or the fees for the services concerned, pursuant to the provisions of Article 1223 of the French Civil Code.

The Company may moreover cancel or suspend the remaining non-compliant purchases that are pending with said Supplier, without prejudice to the other rights, actions and remedies that are available to the Company.

#### **Article 5 - Compliance with time limits**

Unless otherwise specified by the Company, the deadlines for the supply/performance of the Goods/Services set out in each line item of the Order are binding. The Company and the Supplier undertake to keep each other notified of any circumstances that may affect the delivery dates.

In the event of a failure to meet the time limits, even for merely part of the Order, the Company reserves the option, after formal notice has remained without effect for five business days:

- of claiming indemnification from the Supplier that is proportional to the loss suffered, without prejudice to the other rights and remedies that are available to the Company;
- and/or of cancelling the Order or the remainder of the Goods to be delivered and/or Services to be performed;
- and/or of demanding delivery of the Goods and/or Services concerned as they stand, in which case the Company reserves the possibility of arranging for them to be completed by another supplier.

These stipulations shall not apply in cases of Force Majeure as defined in the "Force Majeure" clause, or if the delay is definitively and exclusively attributable to the Company. Such delay may entail a renegotiation of the time limits and prices provided for in the Order.

#### **Article 6 - Prices**

The prices stated in the Order are firm, non-revisable and deemed to include all taxes or other charges, together with all costs and all expenses required to supply the Goods and/or perform the Services. The quality, costs and time limits for deliveries of Goods and/or the performance of Services must remain competitive. For Goods, the prices are expressed for handover at the specified place of delivery, carriage paid and packaging included, net of all duties and taxes.

#### **Article 7 - Invoices**

A copy of the invoices, including the associated Order number, must be sent to the Company in electronic format by email to the address shown on the Order form, for the attention of the Accounts Payable Department.

When down payments are provided for, a partial invoice must be issued for each down payment. Unless conditions are established ahead of time with the Company (for example summary invoices), an invoice must be drawn up for each delivery of Goods or Service performed, in accordance with the legislation in force.

In the event that Goods are delivered directly by the Supplier to the Company's customer, the invoice must be accompanied by the formal statement of receipt signed by the customer.

In addition to the mandatory legal information, the invoice must include the Order number, the quantity, and the precise description of the relevant Goods or Services. Any non-compliant invoice shall not be considered by the Company, and any resulting payment delay shall not entail late payment penalties.

#### **Article 8 - Payment terms**

Unless otherwise agreed or specific payment deadlines apply, payment terms are set at 60 net days starting from the date on which the compliant invoice is issued. Payments shall be made by bank transfer, subject to the Order being fulfilled as specified and the invoice being accepted by the Company.

In the event of any identified failure by the Company to make payment by the due date other than as a result of a failure by the Supplier to fulfil its obligations in whole or in part, the Supplier shall be entitled to charge, on the day following the payment date shown on the invoice, a penalty equal to three times the statutory interest rate, as well as a fixed penalty for collection costs in an amount of 40 euros. The Supplier may not apply any other penalty for late payment by the Company.

#### **Article 9 - Transfer of title and of risks**

**9.1** The risks relating to the Goods shall be transferred to the Company whenever the Goods are handed over to the Company by the Supplier's carrier. Title shall be transferred to the Company upon the latter's acceptance, following checks to ensure that the Goods/Services comply with the Orders and/or the documents relating thereto.

The Incoterms® DDP ICC 2020 shall apply to international purchases of Goods. Consequently, Goods shall always be carried at the Supplier's risk.

**9.2** It is understood that the transfer of title shall be without prejudice to the Company's right to reject the Goods and/or Services, in particular on the grounds of non-compliance; in the event of rejection of the Goods and/or Services, title thereto shall revert to the Supplier.

**9.3** The Supplier warrants that the Goods and Services supplied under the Order are not subject to any reservation of title or rights in favour of a third party.

#### **Article 10 - Industrial and intellectual property - Advertising**

**10.1** The Company is the owner of its corporate name, trademarks, distinctive signs, logos, advertising materials and more generally of the intellectual property relating to its Goods, creations and distinctive signs and the Supplier may only use them with the Company's prior written authorisation.

**10.2** Pre-existing Rights - Each Party retains exclusive ownership of its pre-existing intellectual property rights, together with any resources, tools, inventions, methods, or know-how created or developed independently of the business relationship between the Parties (the "**Pre-existing Rights**"). The Supplier shall not be entitled to use the Company's Pre-existing Rights without the Company's express prior written consent. Nothing herein grants or shall be construed as granting to the Supplier any license or other right of any kind whatsoever to the Company's patents, inventions, copyrights, trademarks, trade secrets or other intellectual property rights.

**10.3** As soon as they are handed over, the Company shall become the owner of any document, report, result of any kind, namely any type of knowledge, data, information, method, invention, know-how, software, source code, technical documents (without the foregoing list being exhaustive) resulting from the performance of the Order and/or the relationship between the parties and more generally of any item produced by the Supplier on behalf of the Company (the "**Items**"), with the exception of Pre-existing Rights. To this end, the Supplier assigns to the Company any and all rights to use, represent, reproduce and adapt said Items, as and when they are completed, on an exclusive, irrevocable, final and worldwide basis. Said assignment applies to all countries, for all media and for all purposes, and shall be effective for the entire duration of the protection of intellectual property rights as set out in the legislation in force. The Items cannot be used by the Supplier or be recopied, reproduced or transmitted to third parties without the Company's prior written authorisation. The financial consideration for the rights thereby assigned to the Company is included in the price of the Order; no additional payment may be requested from the Supplier for said purpose.

**10.4** For Items that may be protected by an industrial property right (e.g. by a patent), the Company shall be the sole decision-maker with regard to any application for title to said Items, in its sole name or in the name of a company in the Roche Group, on its behalf and at its own expense. The Supplier further agrees to grant to the Company, to the extent necessary for the Company's use of the Items, a worldwide, irrevocable, royalty-free, non-exclusive license to its Pre-existing Rights. Said licence shall include the rights to use, represent, reproduce, adapt and make changes to the Pre-existing Rights on any medium, for any purpose, and for the term of the protection of the Items under

the applicable legislation, as well as the rights to sub-licence and/or assign said licence to third parties of its choice. The price of the Goods and Services provided by the Supplier includes the financial consideration of the latter in respect of such licence rights.

**10.5** The business relationship between the Supplier and the Company cannot give rise to direct or indirect advertising for the benefit of the Supplier, under any circumstances and in any form, without the Company's specific written agreement.

#### **Article 11 - Insurance**

The Supplier undertakes to purchase from a reputable solvent insurance company a professional civil liability insurance policy that covers it for sufficient amounts against the financial consequences of the civil liability it may incur in the event of bodily injury, tangible or intangible damage, whether or not consequential, that are caused to the Company, to the Company's customers or to third parties in connection with the fulfilment of one or more Orders. The Supplier undertakes to provide certificates for the insurance policies purchased and for the payment of the premiums upon receipt of the first Order. The purchase of said insurance policies shall not constitute a limit on the Supplier's liability.

#### **Article 12 - Performance of the Services.**

Persons providing the Services on the Company's premises or on the premises of its customers under an Order from the Company, must comply with the provisions of the internal rules and regulations of each site (or equivalent document laying down such rules) as well as the legal provisions in force, in particular the legal provisions relating to health and safety. Existing rules and regulations for entering and leaving buildings, or for storage, loading/unloading, parking, etc., must be complied with. The Supplier is deemed to have taken all these rules and regulations into account when setting the price and lead times. The Company declines all liability for accidents that befall said persons on the Company's premises, except in the event of negligence or wilful misconduct on the Company's part.

#### **Article 13 - Subcontracting legislation - Undeclared work - Duty of care**

Whenever the Supplier qualifies as a subcontractor within the meaning of Act No. 75-1334 of 31 December 1975, it undertakes to comply with the terms and unconditionally abide by the requirements thereof.

The Supplier represents that it complies with the conditions of Articles L.8221-1 to L.8222-4, R.8221-2 and D.8222-5 and D.8222-7 of the French Labour Code (*code du Travail*) concerning the prohibition on undeclared labour and certifies that its services shall be performed in accordance with the legislation in force.

The Supplier shall provide the Company with the documents required pursuant to Articles L.8222-1 et seq., D.8222-5 and D.8254-2 of the French Labour Code, including the certificate of compliance issued by the French Social Security contribution collection agency (*URSSAF*), at the time of the first Order in excess of €5,000 excluding tax and every six months thereafter throughout the performance of the Service.

#### **Article 14 - Ethics and Protection of Whistleblowers**

#### **14.1 Roche Group compliance standards and principles:**

By signing these GTCP, Supplier agrees to respect human rights within its sphere of influence and to comply with the Roche Group's integrity standards in accordance with the Roche Supplier Code of Conduct attached hereto. Furthermore, Supplier shall ensure that its personnel comply with this Code during the performance of the Services.

In the event that it is concerned, the Supplier further undertakes to comply with the Industry Codes in force and in particular the provisions of the MedTech Code of Ethical Professional Practices which apply to the relationship [between the Parties] and which can be accessed at the following address: [https://www.medtecheurope.org/wp-content/uploads/2017/06/20221109\\_code\\_fr\\_final.pdf](https://www.medtecheurope.org/wp-content/uploads/2017/06/20221109_code_fr_final.pdf). The Supplier agrees to perform the Contract in a fair and vigorous competitive environment and in compliance with applicable competition laws. Accordingly, Supplier agrees to engage in fair business practices and to comply with applicable laws.

In general, the Supplier agrees to comply with all applicable laws and regulations, including those relating to sustainable development and social responsibility. The Supplier also undertakes to comply with labour laws, in particular those relating to the prohibition of exploitation and forced labour against children and prisoners.

#### **14.2 Combating corruption and influence peddling and protecting whistleblowers:**

In the context of the application of Act No. 2016-1691 of December 9, 2016, known as the "Sapin II Act":

- Any corruption, whether active or passive, extortion and embezzlement are prohibited in France and abroad. The Supplier shall not pay or accept bribes, whether direct or indirect, or any other benefit in kind, of any kind whatsoever. Nor shall Supplier participate in any illegal inducement, direct or indirect, in its business dealings and dealings with any Government, or with any person in a position of authority. By signing the GTCP, Supplier agrees to comply with the Code of Conduct on Bribery and Trading in Influence attached hereto and shall ensure that its personnel comply with this Code.

- Effective whistleblower protection is guaranteed. The Supplier and its employees may submit a whistleblower alert at any time under the conditions set forth in Articles 6 to 8 of said law to the Company's Compliance Officer by writing to the following address: [meylan.compliance@roche.com](mailto:meylan.compliance@roche.com) or directly through the whistleblowing system: the [SpeakUp Line](#).

#### **Article 15 - Protection of personal data**

The Parties undertake to comply with the regulations applicable to the protection of personal data.

Any natural person or legal entity acting on behalf of the Supplier or the Company, whose data is processed for the purposes of managing and monitoring contractual relationships, may exercise the rights granted to it under the regulations in force by contacting the Company by post (Roche Diagnostics France, Data Protection Officer (*délégué à la protection des données*), 2 Av. du Vercors, 38240 Meylan) or by email ([meylan.privacy@roche.com](mailto:meylan.privacy@roche.com)) or by contacting the Supplier where applicable.

Any processing of personal data by the Supplier on behalf of the Company within the scope of the Order

must be governed by a specific agreement entered into in advance.

#### **Article 16 - Confidentiality**

The Parties agree to maintain, throughout the negotiation and performance of the Contract and for 5 years thereafter, the confidentiality of any and all information and/or documents made known to them in connection with the Orders and shall not retain such information and/or documents or use them for any purpose other than that necessary to achieve the objectives of the Order. The Supplier shall ensure that its employees or other agents (in particular suppliers and authorised sub-contractors) comply with said obligation of confidentiality.

#### **Article 17 - Force majeure**

Neither Party shall be considered to be in default if the performance of its obligations, either in whole or in part, is delayed or prevented as a result of a Force Majeure event within the meaning of Article 1218 of the French Civil Code (*Code Civil*) or applicable French case law.

To invoke Force Majeure, the affected Party must notify the other Party of the Force Majeure event by registered letter with acknowledgment of receipt as soon as it occurs, providing an estimate of the duration of the Force Majeure event. The Party's obligations affected by the Force Majeure event shall be suspended for the duration of the event, with the exception of Articles 14, 15 and 16 of the GTCP. As soon as said event has ended, the impeded Party shall notify in writing the other Party and must immediately resume performance of its obligations.

If the Force Majeure event continues beyond a period of one (1) month from receipt of the notification, the other Party may choose to terminate the Contract currently in force by written notification sent by registered letter with acknowledgment of receipt. In the case of Services, the Supplier shall receive the portion of the price corresponding to the Services approved by the Company on the date of termination. In the case of an Order for Goods not yet delivered, the Order shall become null and void and the Supplier shall refund the amounts already paid by the Company. It is agreed that neither of the Parties shall be entitled to receive damages due to the non-performance or partial performance of the Contract, as a result of the Force Majeure event.

#### **Article 18 - Assignment - Transfer - Sub-Contracting**

**18.1** The Supplier may not sub-contract, assign or transfer to third parties all or part of an Order without the Company's prior written authorisation. The Supplier alone shall remain liable with regard to the Company for the proper fulfilment of the Order under the stipulated conditions and within the stipulated time limits.

**18.2** It is expressly understood that the Company shall be entitled to assign the business relationship and/or any Order and any Contract between the Parties to any company in the Roche Group or to any company that may succeed it in the context of a merger, demerger, acquisition, partial transfer of assets and/or, more generally, a restructuring operation, without the Supplier's prior authorisation.

#### **Article 19 - Termination**

In the event of the Supplier's failure to comply with its obligations, the Company shall have the right, after

formal notice by registered letter with acknowledgement of receipt which has remained without effect for a period of 8 (eight) days, to terminate the Order as of right without prejudice to obtaining damages.

In addition, the Company may suspend or terminate the Contract as of right with immediate effect and without any formality at the exclusive fault of the Supplier in the event of non-compliance with the integrity standards set forth in the aforementioned Article 14, without prejudice to obtaining damages.

**Article 20 - Export and import controls**

The Supplier acknowledges that certain Goods (and know-how which may be contained in such Goods) may be subject to export or import controls. Each Party is responsible for compliance with the export and import control regulations applicable to it.

The Supplier further acknowledges that U.S. export control laws also apply whenever the Goods, in whole or in part, are of U.S. origin, even if the Services have no other connection with the United States.

**Article 21 - Disputes and governing law**

The relationship between the Company and the Supplier is solely governed by French law. The Parties expressly agree not to apply the United Nations Convention on Contracts for the International Sale of Goods.

Any disagreements or disputes arising from the existence, entering into, performance or construction of the Contract and/or the Order that cannot be resolved out of court between the Parties shall be submitted to the jurisdiction of the Grenoble Commercial Court (*Tribunal de Commerce*), even in the event of multiple defendants, interlocutory applications, or the introduction of third parties.

These General Terms and Conditions of Purchase are drafted in French. The English-language version, available on the Company's website, is provided solely for convenience purposes. In the event of any discrepancy or conflict between the two language versions, the French version shall take precedence.

On behalf of the Supplier

First and last name:

Position:

Date:

Signature: