

# BIOTAGE STANDARD CONDITIONS OF PURCHASE



## ARTICLE 1 – GENERAL PROVISIONS

The purpose of these Standard Conditions of Purchase (“SCP”) is to define the standard terms to which any service and/or goods purchased (the “Deliverable”) by companies in the Biotage group (“Biotage”) from a service provider or a supplier (the “Contractor”) is subject. These SCP shall govern all purchase orders (“Order(s)”) and prevail over any of the Contractor’s terms and conditions. No variation or exclusion of any terms of the SCP shall be binding on Biotage unless accepted in writing by Biotage.

Any agreement concluded between the parties and, for the avoidance of any doubt, any purchase order issued by Biotage shall prevail over these SCP, the latter being a complement of such agreement.

## ARTICLE 2 – PRICE

Prices are to be understood exclusive of value added tax at all times.

Unless agreed otherwise in writing, the stated prices shall be deemed to be fixed prices up until the date of delivery with regards the provision of services.

## ARTICLE 3 – DELIVERIES/ PACKAGING/INSURANCE

Each order shall stipulate the Incoterm to be adopted, the delivery shall be understood to be “Delivered, Duty paid” (DDP) (Incoterms 2020) to the agreed destination.

The Contractor will deliver the Deliverable within the specifications, at the time and at the address indicated on the Order as well as in the agreed quantities and quality. If this is not the case Biotage may at its option reject the Deliverable and cancel the Order and may request the Contractor to remedy immediately to this non conformity and to indemnify Biotage for the direct and indirect costs resulting from such breach.

Goods must be sent properly packed and secured in accordance with applicable requirements. The delivery must include all appropriate documentation.

The Contractor will maintain at its cost during the performance of the Order adequate insurance policies covering all occurrences for which the Contractor is responsible according to Order.

## ARTICLE 4 – ACCEPTANCE, MODIFICATION OF AN ORDER

Within a maximum period of 10 calendar days from the date on which an Order is received, the Contractor shall be required to acknowledge receipt of the Order and its “unconditional acceptance” of all terms contained in the order (including the prices) and to confirm the dates for the delivery and/or the performance of service required. No modifications, additions or substitutions made to the terms of the Order will be accepted by Biotage unless they have been set down in writing and agreed between the parties.

## ARTICLE 5 – INSPECTION UPON DELIVERY AND WARRANTY

The Contractor warrants that the Deliverables shall conform to the specifications, be of merchantable quality and fit for their intended purpose.

Biotage will take reasonable time to perform all necessary controls and inform the Contractor of any defects noted. The absence of notification of a defect within this period will not release the Contractor from its liability in accordance with the law. The Contractor undertakes to entirely remedy at its own cost any defect affecting the goods and/or perform any work necessary to remedy the defects affecting the Deliverable within the delays defined by Biotage.



## ARTICLE 6 – AUDIT CLAUSE

Biotage shall be entitled, by itself or through a nominated auditor, to audit the Contractor after written notice, in order to control its conformity to Contract and/or Purchase Order.

In the event that a failure to comply with the Contract and/or Purchase Order is detected, the Contractor will bear underpinning audit costs and shall upon Biotage written notice immediately remedy such failure and shall bear as well related costs.

## ARTICLE 7 – LIABILITY

The Contractor is responsible for the execution of its contractual obligations in accordance with the terms of the Order, applicable regulations and the state of the art.

## ARTICLE 8 – ASSIGNMENT OF COPYRIGHT

Unless specified otherwise in the specific terms, should the Order include intellectual property items, the parties agree that the price stated on the Order includes the assignment to Biotage, on a worldwide basis, of the representation, reproduction and adaptation rights, for any support and any form, and for the full protection period of the creation. Should the Contractor not be the author of the creation, it will undertake to obtain such an assignment of rights for the benefit of Biotage. The Contractor will indemnify and hold Biotage harmless against any claims brought by a holder of intellectual property rights arising in connection with the Order.

## ARTICLE 9 – CONFIDENTIALITY

The Contractor undertakes to keep confidential and not to disclose any Confidential Information, which includes (without being limited to) technical, commercial, scientific information relating to the Order and any information related to Biotage's, or any Affiliate of Biotage, activity and business (incl. know-how, trade secret), and any other information which it becomes aware of during the course of the performance of the Order.

## ARTICLE 10 – INVOICING-PAYMENT

Original Invoices must be sent to Biotage's Accounting Department. The invoices must imperatively mention: the identification number of the Order and of the requesting entity, the identification numbers of the delivery receipts, a detailed specification of the service or goods, the banks details and all other provisions required by law.

Biotage's means of payment is the bank transfer. The Contractor must communicate to Biotage its bank details by way of an official document.

Biotage's terms of payment are of sixty days (60) net of the date of invoice.

The Contractor declares that it will comply with its social and tax obligations.

The Contractor authorizes Biotage to set off any amount due to the Contractor with amounts that it would owe to Biotage.

## ARTICLE 11 – TERMINATION

Should either party fail to perform or otherwise breach its obligations hereunder, and should such party fail to cure such failure or breach within 8 days from receipt of a formal notification by registered letter with acknowledgement of receipt by the other party to that effect, such other party shall be entitled to terminate this Agreement forthwith by notifying its decision to terminate and stating the grounds therefor, without prejudice to any damages or any other remedy which the aggrieved party may have as a consequence of or in connection with such breach.

Upon termination the Contractor shall provide Biotage with any work, information and data, written or otherwise, prepared by the Contractor during the term of this Agreement.

In the event of total or partial failure of the Contractor to perform one of its obligations, Biotage will have the option to terminate any other pending contractual relationship insofar as its pursuit would be detrimental to Biotage.

## ARTICLE 12 – FORCE MAJEURE

If the Contractor wishes to invoke the occurrence of a case of force majeure, it shall be required to notify Biotage in writing and without delay both of the unforeseeable, insurmountable and external circumstances surrounding the event that make it impossible for it to fulfill its obligations and also of the possible consequences on the execution of the order. Biotage reserves the right to take all steps that it may deem necessary in order to protect its interests.

## ARTICLE 13 – SUB-CONTRACTING

The Contractor will not subcontract any of the rights or obligations herein, without the prior written consent of Biotage. In such cases, the CONTRACTOR undertakes to pass the contractual requirements to its subcontractors.

## ARTICLE 14 – COMPLIANCE WITH LEGISLATION, REGULATION AND PROVISIONS CONTAINED IN THE BIOTAGE SUPPLIER CODE OF CONDUCT

The Contractor shall comply with any applicable law, regulations and standards in force included, but not limited to, hygiene, safety, child labor, human trafficking, export controls, anti-fraud / anti-corruption and the protection of the environment,

The Contractor acknowledges having read and understood the Biotage Supplier Code of Conduct, which is available on the Biotage internet website (« <https://www.biotage.com/sustainability-at-biotage> »). The Contractor explicitly agrees to comply with the provisions contained in the code. The Contractor recognizes that in the event of a breach of the present provision, Biotage may, without prejudice to any other remedy it may have as a consequence of or in connection with such breach, terminate immediately the purchase order, any agreement, and terminate all commercial relationships with the Contractor without any liability towards the Contractor. The Contractor agrees to indemnify, defend and hold Biotage harmless, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, the Contractor's breach of the provisions of this Article 14.

## ARTICLE 15 – GOVERNING LAW AND JURISDICTION

These SCP shall be construed, governed, interpreted and applied in accordance with the laws of the place of the registered offices of the Biotage legal entity placing the Order, excluding the UN Convention on the International Sale of Goods. Any dispute arising out of, or in connection with, this contract shall be submitted to the jurisdiction of the courts of the place of the Biotage legal entity placing the Order registered office, without prejudice to Buyer's right to take action at the place of Contractor's registered office.



Literature Number: CS031.1

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