

**TERMS AND CONDITIONS OF PURCHASE
IN AGC PHARMA CHEMICALS EUROPE IN SPAIN**

Preamble

I. These General Terms and Conditions of Purchase, which are applicable to all purchase orders issued by AGC Pharma Chemicals Europe (hereinafter, APCE) comprise:

- (i) General Terms and Conditions for the Purchase of Goods, Services and Work (Part I);
- (ii) Specific Terms and Conditions for the Purchase of IT Software Licenses, Services and Design, which supplement Part I with specific conditions (Parts II.I, II.II and II.III);
- (iii) Specific Terms and Conditions for the execution of Minor Building Work, which supplement Part I with more detailed special conditions (Part II.IV).

II. In case of discrepancy between the General Terms and Conditions and Specific Terms and Conditions, the latter shall prevail.

III. All purchase orders for goods, services and work shall be governed solely by these General and Specific Terms and Conditions; the supplier's terms and conditions of purchase are therefore not applicable.

IV. These General and Specific Terms and Conditions of Purchase shall form part of all purchase orders and be understood as expressly and voluntarily accepted by the supplier, without reservation, when such orders are signed and accepted and, therefore, included once signed to all purchase requests or other commercial documents, agreements or protocols that are formalised by the parties or, if the contractual relationship is not formalised in writing, once APCE has provided the supplier with a copy of them, in any format (e.g. paper, web page, etc.).

V. APCE reserves the right to amend these General and Specific Terms and Conditions of Purchase at any time, in which case it shall provide the supplier with updated, current general conditions.

The parties hereby agree that amended General and Specific Terms and Conditions of Purchase communicated by APCE shall form an inseparable part of the contractual relationship; they are understood to be expressly and voluntarily accepted by the supplier, without reservation, if the supplier does not object to the amended general conditions in writing within thirty (30) calendar days after they are provided, in any format (e.g. paper, web page, etc.).

VI. Offers submitted to APCE by the supplier shall be free of charge and shall not give rise to obligations for APCE, which shall not pay for the preparation of cost estimates other than in the case of specific agreements. Written documents (e.g. offers, contractual annexes, confirmations and commercial correspondence) must be addressed to the relevant APCE department. Suppliers must record all the specific details of orders on all written documents (letters, invoices, transport notes, bills of lading, etc.).

Part I: General Terms and Conditions for the Purchase of goods, services and work

1. Acceptance of purchase orders for goods, services and work

1.1. The purchase order for goods, services and work (hereinafter, the order) shall be considered accepted when received by the supplier. Should there be a contradiction between the APCE purchase order for goods, services or work and the supplier's offer, the APCE order shall always prevail.

1.2. When APCE issues an order, the supplier expressly undertakes to examine it without delay within three (3) calendar days, in order to identify manifest errors, ambiguity, missing or inappropriate elements in the specifications selected by APCE for its intended use, and to inform APCE without delay of any changes to be made in the purchase order for goods or services, which shall always require the express approval of APCE in writing.

2. Place and date of delivery penalties

2.1. Unless otherwise specified on the order, the place of delivery of goods or provision of services shall be the APCE facilities.

2.2. The delivery date shall be as established on the order and is considered binding and an essential part of the contractual relationship.

Should the supplier foresee that it will not meet the delivery date established on the order, it shall inform APCE of said circumstance sufficiently in advance, in writing and without due delay, specifying the reasons for the delay and its expected duration. When this notification is received, APCE shall determine whether an additional period of grace shall be added to the date specified on the order, establishing a new delivery date.

2.3. Delays derived from APCE's failure to deliver documents and materials on time, despite being requested by the supplier, shall not be considered late deliveries.

2.4. In case of delivery after the date specified on the order or, if applicable, the end of the additional period of grace granted by APCE, for causes attributable to the supplier, APCE may demand compliance with the order or cancel same; in both cases, APCE reserves the right to take action to claim damages.

2.5. The supplier's failure to comply with the total or partial delivery dates specified on the order shall automatically give rise to the following penalty, which shall be paid by the supplier without the need for APCE to demand it; the amounts of such penalties may be compensated with and deducted from other amounts to be paid by APCE to the supplier in relation to the order.

The penalty for delay is established as three per cent (3%) of the total price established on the order for each week of delay after the completion or delivery date. The maximum amount of all penalties may not exceed an amount equivalent to twenty per cent (20%) of the total order.

The penalties established on the order in relation to the late delivery of goods or services shall be directly applied, without prejudice to any legal action that APCE may take pursuant to the previous paragraph.

3. Price and payment terms

3.1. The price established on the order is fixed and binding for the supplier and APCE, and includes all packaging and transport costs for goods, and any costs that arise in relation to the provision of services; it does not include travel expenses. The price also includes compensation

for the assignment of the intellectual property rights to which these General Terms and Conditions of Purchase refer, which shall be understood as covered by the foreseen payments. Said price shall be increased by the legal VAT rate, whenever applicable. Any change to the price must be expressly approved by APCE in writing.

If travel is necessary, travel expenses shall be covered by a written agreement with APCE.

3.2. APCE shall only make payments on account in amounts of more than fifteen thousand euros (€15,000) when it has been expressly agreed upon with the supplier and the latter, within ten (10) calendar days of acceptance of the order, presents a bank guarantee in favour of APCE in an amount equivalent to the payment on account, at the first requirement and issued by a leading commercial bank. Any possible fee related to the guarantee shall be solely for the account of the supplier.

3.3. The price established on the order, for goods, services or work, shall be invoiced by the supplier as follows:

- In the case of purchase orders for goods, on one or several invoices as established in point 3.5 herein.
- In the case of purchase orders for services, (i) monthly, if the order establishes a price per hour or per day, in which case the supplier must attach a detailed breakdown with the following information: name of supplier and its employees, their qualifications, date of service provision and a brief description of the services, or (ii) on a single invoice. Invoices must be issued as established in point 3.5 herein.
- In the case of purchase orders for work, this shall be carried out by monthly certification, equivalent to payment on account, as established in clause 9 of Part II.III (work) of the Specific Terms and Conditions.

APCE shall pay invoices submitted by the supplier within forty-five (45) calendar days of their submission, in the terms established in point 3.5 herein; in any event, payments are always made on the 10th and 25th day of each month. Payment shall be by bank transfer to an account in the name of the supplier. The above shall not be applicable in cases to which point 3.4 below refers.

3.4. If the ordered goods, services or work is subject to inspection or a final acceptance procedure, it shall take place within thirty (30) calendar days of the date of delivery or service provision, and paid by APCE within thirty (30) days of the date of acceptance.

3.5. The supplier shall submit the respective invoice in the period between delivery of the goods and/or service provision or, where appropriate, the acceptance date to which point 3.4 refers, and the 16th day of the following month. In any event, the supplier must ensure that APCE receives the invoice within thirty (30) calendar days of said date. If submitted later, payment shall be made in the next payment period.

The invoice issued by the supplier shall be submitted to the APCE address specified on the order and meet all current legal requirements, as well as containing a reference to the number of the respective order.

3.6. Debts shall be liquid, due and demandable for payment to be claimed from APCE from the supplier. The supplier's invoice shall contain all mentions required by law, particularly the following:

- (i) Number (and if applicable, series) of the Purchase Order, (ii) date of issue, (iii) full name of the supplier and APCE, (iv) tax identification number attributed by the Spanish authorities or, if applicable, another European Community member State to the supplier, (v) registered address of both the supplier and APCE, (vi) a description of the

goods, services or work, with all the information required to determine the tax base and its amount, including the unit price before taxes, plus any discount not included in said unit price, (vii) the tax rate or rates applicable to the provision of goods, services or work, (viii) the amount of said tax, which should be specified separately, (ix) the date of the documented operations whenever they are different from the date of issue of the invoice.

3.7. Unless otherwise specified on the order, the price to be paid by APCE to the supplier includes:

(i) all taxes and (ii) all fees and duties derived from the contract pursuant to Spanish tax legislation. In this respect, APCE is under the obligation to withhold the tax amounts that correspond to the supplier and deposit said amounts with the Spanish Tax Agency. Said amounts shall be those due from the supplier pursuant to Spanish legislation. If, pursuant to a double taxation agreement between Spain and the supplier's country, tax exemption or a tax reduction is permitted, APCE shall withhold the amount calculated accordingly. Tax withholdings shall not be made, or shall be made at a reduced rate, if, before APCE settles the respective amount, the supplier provides APCE with a tax exemption certificate issued by the Spanish Tax Agency, which establishes that the payment to be made is exempt from taxes or subject to a reduced rate, pursuant to the agreement applied to prevent double taxation.

3.8. Upon the request of APCE at any time, and at least fifteen (15) calendar days in advance, the supplier must provide APCE with a certificate issued by the Tax Agency, certifying that the supplier is up to date with all its tax obligations, and other documents accrediting that the supplier complies with all its obligations as established herein. The supplier undertakes to deliver said certificate to APCE before the 31st December each year.

4. Transport and packaging

4.1. Unless otherwise agreed in writing, goods shall be delivered pursuant to Incoterm and at the place specified by APCE on the order.

4.2. Notwithstanding the above, if the ordered goods are subject to inspection or a final acceptance procedure, transfer of risk does not take place until such inspection or procedure has been completed, performing the necessary functional tests, and APCE has confirmed the functionality of the delivered goods.

4.3. The supplier guarantees that the packaging and declarations required pursuant to current applicable legislation shall be appropriate for transport.

Therefore, the supplier shall be liable for damages due to defects in packaging or declarations. The supplier, severally with the transporter, shall also be liable for damages or shrinkage occurring during transport, and unless otherwise agreed, shall take out transport insurance for its own account, with no shipping or freight insurance having any impact on APCE.

5. Liability for defects

5.1. The supplier guarantees that all the goods supplied and all the services provided will, at the time when risk is transferred pursuant to clause 4 above, comply with generally accepted technological standards, current applicable legislation and the regulations and guidelines or public authorities and commercial associations, and that the supplier is not aware of any pending amendments to same. The supplier shall inform APCE without undue delay of pending amendments of which it is aware. If it is necessary to deviate from applicable legislation, regulations and standards, the supplier shall obtain the express consent of APCE in writing. The rest of the supplier's obligations derived from serving the order, including quality guarantees for the supplied goods or provided services, shall not be affected by said consent.

5.2. All deliveries that do not contemplate the exact quantity or quality established in the order may be rejected by APCE within four (4) working days, after sending the respective alert notice to the supplier.

Notwithstanding the above, APCE reserves the right to make more detailed checks of the goods received within fifteen (15) working days of delivery; should a defect be detected, APCE may reject them after sending the respective alert notice to the supplier.

In both cases, APCE may decide to leave rejected goods at the place of delivery, at the disposal and risk of the supplier, or to return them at the cost of the supplier; the supplier shall be informed by any means, and said goods shall be rejected for all intents and purposes from then on.

5.3. If at least two (2) partial deliveries from the same order are deficient or defective, either entirely or in part, APCE may resolve the entire order without penalty; APCE reserves the right to take action to obtain compensation for damages.

5.4. Supplied goods and provided services shall be guaranteed for twenty-four (24) months from the date of delivery or provision or, if the goods or services are subject to inspection or a final acceptance procedure, from the date of said inspection or procedure and the performance of the respective functional tests, with APCE confirming the functionality of the supplied goods or provided services.

5.5. During said guarantee period, the supplier shall repair the faulty goods or services or, if they cannot be repaired, replace them with other identical goods or services, for its own account and by the deadline established by APCE. If the supplier refuses to repair or replace the supplied goods or services by the deadline specified by APCE, APCE shall be empowered to do this directly or via third parties, although all the derived costs and expenses shall be for the account of the supplier, which will receive them, duly justified, from APCE.

In urgent cases, meaning when immediate action is necessary because of risk and/or safety, APCE may start the necessary work immediately, using its own personnel and resources or those of third parties; the supplier shall be informed beforehand. All derived costs and expenses shall be solely for the account of the supplier, which shall receive them, duly justified, from APCE.

In order to prevent the interruption of production, APCE may directly eliminate defects of little importance without first informing the supplier, invoicing the cost to the latter. The above shall also be applicable when APCE is at risk of suffering damages of unusual consideration.

5.6. When third party claims against APCE are presented caused by the goods supplied or services provided by the supplier or any of its authorised sub-contractors, the supplier shall be liable for same, releasing APCE from any liability and undertaking to release it from any damages to be paid.

5.7. If, as a result of faulty goods or services, APCE orders their recall from the market, the supplier shall be fully liable for the damages caused by this operation where there is a causal link between the defect and the goods or services provided. Whenever reasonably possible, APCE shall inform the supplier of the substances and scope of application of any possible product recall.

6. Sub-contractors independent contractor

6.1. The total or partial sub-contracting of obligations derived from the order is expressly forbidden without the express authorisation of APCE in writing. The above shall also be applicable to the supplier's sub-contractors authorised by APCE.

6.2. The supplier shall be jointly and severally liable for its sub-contractors' obligations. APCE shall never be related to the relations between the supplier and its sub-contractors, and is never liable for the consequences derived from the contract between them; it shall therefore continue to be solely related to the supplier for all intents and purposes. Likewise, the supplier shall be liable for any damages caused to APCE as the result of action taken by any of its sub-contractors, employees or suppliers.

If there is sub-contracting, although the supplier is solely liable, it expressly undertakes that all the obligations and requirements accepted pursuant to the order, including these General and Specific Terms and Conditions of Purchase, shall also be demanded from and respected in its relations with its sub-contractors.

Authorisation of the supplier's sub-contracting shall not imply a waiver of future claims that APCE may submit against the supplier's sub-contractors.

6.3. If the supplier sub-contracts the obligations derived from the order without the express authorisation of APCE beforehand, APCE may rescind the order without penalty, demanding compensation for the damages caused.

6.4. The supplier is an independent contractor for all intents and purposes and shall exercise complete control over the performance of the work involved and all the details of its completion. The supplier, its agents, representatives or employees shall never be considered agents, representatives or employees of APCE.

6.5. Only the supplier shall pay its employees for services rendered. In relation to said employees, the supplier shall at all times comply with all requirements and obligations contemplated in applicable legislation, including health and safety regulations.

6.6. Whenever the supplier is aware of an effective or potential labour conflict that could affect delivery of the order, including possible delays, APCE shall be immediately informed and provided with all significant information.

APCE shall not be liable for the loss of, damage to or deterioration of the goods that the supplier or its employees take to the APCE facilities for the performance of work related to goods, services and work.

7. REACH regulation

7.1. If the registered address of the supplier is in the European Union or it is represented in the European Union by an "Exclusive Representative" pursuant to Article 8 of the European Union's REACH Regulation 1907/2006, of 18 December 2006 (hereinafter, REACH Regulation), regarding the substances supplied to APCE, the substances contained in or released by the goods supplied to APCE, the supplier, its sub-contractors and/or sub-suppliers in the production and distribution chain shall be under the obligation to obtain registration and/or authorisation pursuant to the REACH Regulation. In this regard, the supplier guarantees that it will contact APCE and make all the necessary queries regarding the applications to be registered for APCE together with its own. The supplier must address the APCE employee responsible for REACH Regulation affairs, who shall transfer the supplier's queries to the APCE Purchase Department.

7.2. If the supplier has not pre-registered or registered the substance in question, it shall be considered that steps have been taken to guarantee that it has informed without undue delay about any fault in the pre-registration, registration or authorisation of the substance and that, in turn, it shall inform APCE without delay as soon as it becomes aware of any fault in the pre-registration, registration or authorisation of the substance, refraining from supplying more goods to APCE that contain or release said substance. If the supplier fails to meet the obligations

established herein, APCE shall be entitled to rescind the order in question without penalty, demanding compensation for the damages caused.

8. Quality guarantee good manufacturing practices

8.1. The supplier shall establish and maintain quality guarantee (GxP) and quality control systems pursuant to the quality guidelines specified by APCE applicable to the order (e.g. Good Clinical Practice (GCP), Good Auditing Practices (GAP), Good Manufacturing Practices (GMP), Good Laboratory Practices (GLP), Good Clinical Data Management Practices (GCDMP), Good Distribution Practices (GDP), Good Documentation Practices (GDP), etc), applicable national and international laws, regulations, codes, guidelines, official publications and accepted sectoral standards, directly or indirectly related to completion of the order, to guarantee that they are performed and documented, registered and notified in compliance with GxP and applicable legislation.

8.2. APCE and the supplier may sign an independent specific agreement that regulates the required quality management measures which, among others, shall include a description of the general responsibilities and working relations between the parties regarding the object of the order, quality assurance and quality control systems and the management processes affecting issues related to non-compliance.

If the supplier identifies non-compliance with GxP or applicable legislation, it shall immediately inform APCE to analyse same and start to apply appropriate corrective and preventive action aimed at guaranteeing compliance, which the supplier undertakes to take.

8.3. The use of wooden products (pallets) that have been treated with or in contact with substances liable to have a negative impact on the supplied and/or processed goods, such as preservatives based on halogenated phenols, for instance, is forbidden.

9. Insurance

9.1. The supplier guarantees that it has taken out a comprehensive general product civil liability insurance policy, which shall be in force until the end of the guarantee period to which clause 5.4 above refers, and a supervisory civil liability policy in case of services. The insured amounts shall be those classed as usual to the market and pertinent to the risk involved, but shall at least cover the amount that, if indicated, is required by APCE on the respective order (including coverage of indirect damages) and the losses caused by the supplier, its sub-contractors, employees or representatives, as a result of the services provided or goods supplied.

9.2. Before the start of production of the goods or provision of the services or work contemplated in the order, the supplier shall present APCE with a certificate issued by the insurance company accrediting the policies referenced above, including the following information: insurance company, policy number, covered risks, maximum compensation per claim and, if applicable, victim, and expiry date of the policy.

APCE shall make no payment until the above documents have been submitted and accepted. The supplier undertakes to present the subsequent receipts confirming payment of all premiums during the completion of the order.

10. Anti-corruption policy APCE and Supplier Code of Conduct

10.1. The “Anti-corruption Policy” and “APCE Code of Conduct” are committed to the fundamental principles of corporate responsibility and integrity, human and labour rights and anti-corruption legislation.

10.2. In this respect, the supplier undertakes to respect, and ensure that its employees and sub-

contractors respect, all current provisions related to the fight against corruption, including not only legal standards but also all applicable sectoral codes, as long as this contract is in force (for example, if applicable, the ethical codes of the innovative pharmaceutical industry's business association, Farmaindustria, and the animal health industry's business association, Veterindustria). This obligation extends to the actions of the supplier, its administrators, managers, employees, sub-contractors and agents, etc.

10.3. In this regard, the supplier hereby agrees to comply, and ensure that its employees and sub-contractors comply, with the provisions on anticorruption contained in these Terms and Conditions, as well as the supplier's Code of Conduct; this undertaking is essential to form part of the APCE supply chain.

In this respect, if the supplier fails to comply with the provisions on anticorruption contained in these Terms and Conditions, as well as the supplier's Code of Conduct, APCE shall be entitled to rescind the order without warning or penalty, and may demand compensation for the damages caused.

The supplier shall respect global human rights and corporate responsibility principles as defined in the United Nations World Pact, summarised in: <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>, always in accordance with the current version.

10.4. The supplier especially declares that it shall not offer, promise, authorise or make payments or deliver items of value, either directly or indirectly, to: (i) a government official; (ii) a member of a political party or candidate for a political position; (iii) any other person where there is reason to expect that all or part of the payment will be offered, promised or delivered, directly or indirectly to the persons identified in points (i) and (ii) above; or (iv) the owner, manager, employee, representative or agent of any potential or actual APCE client.

For the purposes of this clause, "Government Official" is defined as any person, agent, representative or employee who acts in an official capacity on behalf of the Government or any Administration or department, of any international public authority such as the United Nations, the International Monetary Fund, International Red Cross or the World Health Organization, or of any agency or institution, company owned by the Government, or controlled commercial company, including public hospitals and universities.

10.5. Likewise, the supplier undertakes to comply with requests for information, including the completion of audit reports and questionnaires, so that APCE can guarantee compliance with anti- corruption legislation, and to inform APCE about any suspected breach of the provisions on anticorruption contained in these Terms and Conditions, as well as the Supplier's Code of Conduct, making use of the means available to prevent said breach, in accordance with condition 22.

10.6. The supplier shall inform APCE of any suspected breach of this anti-corruption clause. The supplier shall therefore use any of the channels to report such breaches identified in the clause entitled "Ethical or legal non-compliance reporting" herein.

10.7. The fight against corruption, in any form, is of the utmost importance for APCE. Breaches of this anti-corruption clause shall therefore be classified as serious. Without prejudice to the consequences foreseen by law or the rest of this contract, if the supplier performs such a breach in the opinion of APCE, APCE reserves the right to immediately rescind this contract, without the right to compensation.

If the supplier fails to comply with this anti-corruption clause, it shall release APCE from liability for the damages caused by said non-compliance.

11. Services with healthcare professionals or healthcare organisations

11.1. So that APCE can comply with current applicable legislation regarding services provided by healthcare professionals or organisations (all persons or organisations able to purchase, recommend, use, prescribe or directly or indirectly organise the purchase or use of a APCE product or service), the supplier undertakes to inform APCE, with the frequency established in each case, of all the payments made by the supplier or its employees in relation to any purchase order for goods or services submitted by APCE to the supplier.

11.2. The above information shall be submitted by the supplier in the report format provided by APCE and, at APCE's request, to ensure that the personnel involved in completing purchase orders submitted by the supplier, complete a training course about completion of said reports. Said training courses shall be completed within thirty (30) days of the issue of the order.

11.3. The supplier shall provide, and undertakes to sign with each healthcare professional or organisation to which it makes a payment, a service contract that, among other aspects, shall include a written note advising that said payment and the respective information (name and address, payment terms and any other information required by law) shall be communicated for this purpose.

12. Control of exports

12.1. The supplier understands and agrees that the goods or services purchased from it pursuant to this commercial relationship could be subject to Trade Restrictions. The supplier must fully comply with the law.

APCE performs periodic assessments to determine whether its suppliers are affected by Trade Restrictions (such as presence on lists of sanctioned parties) established pursuant to any law. The supplier is aware of and accepts said controls. APCE shall not be under any obligation to maintain a commercial relationship with the supplier if it detects that the supplier is at any time affected by a Trade Restriction.

12.2. Furthermore, and at the request of APCE, the supplier shall certify that it is not included on a Sanction Party List pursuant to law. Said requirements shall be responded to by the supplier within two working days of the express request from APCE. Once its status has been certified, the supplier shall proactively inform APCE of any subsequent change in said status as soon as it becomes conversant with said change.

The supplier is responsible for determining whether the goods, products, materials, services, data, software or technology acquired from it pursuant to this commercial relationship are Controlled Items. If so, the supplier must identify which commercial controls or requirements are applicable to said Controlled Item, pursuant to law.

12.3. The supplier must inform APCE of any Trade Restriction affecting an item pursuant to law, before the transaction is completed. The supplier must inform APCE of the origin of the Trade Restriction (e.g. the U.S. Commerce Control List) and which Trade Restriction is specifically applicable to the Transaction with the Controlled Item.

The supplier must obtain and maintain, for its own account, all official permits, authorisations, approvals, licences, visas, etc., required in order to be able to perform transactions with Controlled Items, pursuant to this agreement.

12.4. The supplier must cooperate with APCE and, at the request of APCE, provide the information and support required for the classification of a Controlled Item (e.g. pursuant to the U.S. Export Control List), the documentation required for its export and information regarding the need for possible licences or permits. The supplier must cooperate with APCE in any audit

or inspection performed in this regard and in relation to any law.

The supplier shall completely release APCE from damages related to or derived from faulty compliance with any of the sections of this article. The actions of the supplier's employees, consultants, agents or clients shall be attributed to the supplier for all intents and purposes.

12.5. The following definitions are applicable in this article:

- Item: any goods, product, material, service, data, software or technology.
- Technology: the technical information required to develop, produce or use a product.
- Trade Restrictions: any restriction imposed on a Transaction, including, but not limited to, requirements for licences or notification, trade embargos, inclusion of suppliers or clients on Sanction Party Lists, prohibitions or any other sanction.
- Transaction: any form of export, re-export, transfer, revelation, supply, provision or any other comparable operation, irrespective of the means of transfer.
- Controlled Item: any item subject to Trade Restrictions pursuant to law.
- Law: any law, regulation or directive issued by the authorities of Spain (of any scope), the European Union, or even foreign jurisdictions (such as the United States of North America) which, in any event, contains Trade Restrictions. For clarification purposes, the concept of law includes, without limitation, all standards and legal criteria issued by the European Union and its institutions (e.g. international treaties, regulations, directives, decisions, etc.).

13. Changes in products or processes

13.1. With regard to products subject to quality guarantee systems (e.g. Good Manufacturing Processes – GMP), any change in the products referenced on the order and/or manufacturing processes or analytical methods must be communicated by the supplier to APCE in writing without undue delay, at least one (1) week before the product or process change becomes effective. Once communicated, APCE must expressly authorise the change proposed by the supplier.

13.2. “Changes in products or processes” includes, but is not limited to, changes related to product quality, the quality and origin of raw materials, synthesis routes, including the chemical products used, the size and type of production lines, an increase of more than 30% in batch size and outsourcing of production phases or analytical procedures.

14. Ownership of materials supplied by APCE

14.1. The standards, models, tools, films, materials, raw materials or any other material or immaterial elements supplied by APCE to the supplier for the order shall remain the property of APCE even when they are in the supplier's possession.

14.2. The supplier undertakes to use the materials supplied by APCE solely for the preparation of the order, and the costs of maintaining said materials during said preparation are for the account of the supplier.

14.3. Likewise, the supplier undertakes to properly identify the materials supplied by APCE, to store them separately, to process and maintain them with all due care and to insure them against loss, refraining from moving them from the location specified on the order without the prior consent of APCE.

At the request of APCE, the supplier shall immediately deliver the materials in question to APCE without undue delay.

15. Technical documentation

The supplier undertakes to deliver to APCE, at delivery of goods, services and work, the technical documentation that APCE requires for the use, construction, assembly, processing, function, technical review, maintenance and repair of said goods, services and work.

16. Confidentiality

16.1. The supplier hereby undertakes to keep secret, and ensure that the personnel and companies involved in the development and completion of the order keep secret, in relation to all data, materials, substances and any other information to which it directly or indirectly has access, about APCE and/or generated as a result of completion of the order (hereinafter, confidential information), which cannot be used under any pretext for itself or for any other person, company or agency.

The supplier shall not reproduce or spread the information to which the previous paragraph refers without the express authorisation of APCE in writing.

16.2. Both the supplier and APCE undertake to protect confidential information against unauthorised third party access. If confidential information is communicated by e-mail, APCE may demand the use of e-mail encryption technologies.

16.3. Confidential information shall not include information that (i) is or becomes public knowledge for a reason that does not result from non-compliance with an obligation established herein; (ii) was in the supplier's possession before being revealed by APCE, and this can be shown in the supplier's written records; (iii) was legitimately provided to the supplier by a third party not subject to confidentiality obligations; or (iv) was revealed in compliance of a legal duty or court, administrative or governmental requirement.

16.4. Upon the request of APCE, upon completion of the order or should it terminate for any reason, confidential information shall be destroyed or delivered to APCE by the supplier, as chosen by APCE.

If APCE decides on destruction, it shall be accredited by the supplier by delivering an accreditive document to APCE, not including the documents that the supplier must have to meet its legal and fiscal obligations.

16.5. The supplier may not use the name, corporate logo and trademarks of APCE, or APCE companies, or make use of the order or its commercial relations with APCE for publicity or at promotional events, without the prior consent of APCE in writing.

16.6. The provisions established herein shall subsist and be effective after the termination of the order.

17. Data protection

17.1. Pursuant to the Personal Data Protection Act (Organic Law 15/1999, of 13 December), each party informs the other party that the personal data of representatives, employees or other persons acting on behalf of the other party and provided by same, shall be included in files for which the recipient is responsible, for the purpose of the development, control and recording of the commercial relationship.

17.2. The holder of personal data may exercise the right to access, rectification, cancellation and opposition to the personal data included in the supplier or APCE file, as applicable, by writing to the APCE or supplier address specified on the order.

17.3. Before providing the other party with the personal data of people involved in the order, each party shall have obtained the consent of said people for the transfer of their personal data for the purpose specified herein, informing them of the content of points 17.1 and 17.2. Each of the parties shall be liable for all damages caused to the other party from the first party's non-compliance with the above obligation or, in general, legal obligations related to data protection.

18. Rights on the product of work and its publication

18.1. All the confidential information that APCE has given to the supplier in order to complete the order, and any other information, procedure, documentation and other material or immaterial elements produced by the supplier as a result of or for the completion of the order, shall be the sole property of APCE.

In this respect, the supplier hereby assigns and transfers to APCE all exploitation rights resulting from completion of the order, and any other information, procedure, documentation and other material or immaterial elements produced by the supplier as a result of and/or for completion of the order. The above assignment of rights is understood to include all exploitation rights in any form, modality and format, including any imaginable and exploitable format, so the rights of reproduction, distribution, public communication and transformation to which Articles 17 to 21, inclusive, of the Intellectual Property Act refer, without the latter considering possible transformations, adaptations or translations as changes subject to the provision of point 4 of Article 14 of said Act.

The supplier shall be liable for any damages caused to APCE due to the former's non-compliance with the aforementioned obligations, and undertakes to release APCE for liability in this regards.

Said assignment of rights is exclusive, with no time or geographic limitations, that is for everywhere in the world and for the duration of the rights pertaining to and now assigned by the supplier.

18.2. Given the exclusive nature of this assignment, the supplier expressly waives its right to direct or indirect acts of exploitation related to the assigned work, creations or elements, expressly waiving its right of collection as established in Article 22 of the Intellectual Property Act. The supplier likewise recognises that all the immaterial elements or goods created or designed on occasion or as a result of completion of the order, are therefore the full and sole property of APCE.

18.3. The supplier shall respond before APCE for the authorship and originality of the work(s) or creation(s) resulting from completion of the order, also responding for the legitimate and absolute ownership of material or immaterial rights related to any work, creation or element resulting from completion of the order, ultimately guaranteeing for APCE the peaceful exercise of all the assigned rights; the supplier declares that it has and shall not create commitments or encumbrances that could affect or limit said peaceful exercise in anyway.

Therefore, the supplier shall respond for APCE in case of claims presented that relate to all of the above rights, releasing APCE from liability and covering all the costs of any kind resulting from such claims, even when the order has been terminated, particularly in relation to arrangements, changes or modifications required in any material or immaterial element due to third party claims, so that APCE can continue to normally use such elements. All the above is without prejudice to possible compensation for damages caused to APCE. Particularly, all financial payments due to any persons or agencies related to intellectual property rights shall be for the account of the supplier, and the supplier hereby authorises APCE to deduct the amounts claimed by the holders of such rights or their representatives from the amounts to be paid for the order.

18.4. If the supplier, its employees or sub-contractors, wish to publish anything about the

material or immaterial elements derived from completion of the order, they shall send the text of said publication sufficiently in advance to APCE so that it can provide its express approval in writing.

APCE shall also acquire exclusive ownership of all material articles of ownership and data storage means created by or by order of the supplier in relation to the supply of goods, services or work to APCE.

19. Assignment affiliated

19.1. As the order was commissioned from the supplier based on its own personal characteristics, it shall not assign the order, either totally or partly, to third parties without the express authorisation of APCE in writing.

19.2. APCE may assign all or any of its rights and obligations generated herein regarding an important part or the entirety of its businesses and/or assets to (i) any of its subsidiaries and (ii) any successor or assignee, whether due to a merger, consolidation, reorganisation, sale of shares, sale of assets or any other operation. APCE also reserves the right to share information about the agreement with the assignee in order to prepare the transfer of the commercial relationship.

19.3. The term “subsidiary” or “subsidiaries” means, in relation to each party, any company (i) in which 50% or more of its shares belong to or are controlled, directly or indirectly, by said party; (ii) which possesses or controls, directly or indirectly, 50% or more of the party's shares or assets; or (iii) companies that are owned or controlled, directly and indirectly, by any of the above described in (i) or (ii) in a proportion of 50% or more of its shares or assets; or (iv) any company subject to the common control of any of the companies defined in (i), (ii) or (iii).

In relation to an order between a APCE subsidiary and the supplier, all the rights and duties resulting from said order shall exist solely between the supplier and the respective APCE subsidiary. In order to prevent possible doubts, the term “APCE” employee shall refer to the respective APCE subsidiary.

In as much as this includes the assignment of an applicable subsidiary agreement (e.g. quality agreement, pharmacovigilance agreement, etc.), the supplier undertakes to provide support to the assignee in good faith in order to update the applicable subsidiary agreement. The supplier shall continue to comply with its post-contractual liabilities with APCE, if any. The survival of any additional obligation with APCE shall require an explicit agreement between the parties.

If APCE partially assigns the order to one of its subsidiaries, the supplier shall issue the respective invoice to the APCE subsidiary, specifying all related information. In this respect, the payment made by the APCE subsidiary to the supplier shall release APCE of all obligation.

20. Force majeure

Neither of the parties shall be considered liable for non-compliance or delays in the order when they are attributable to causes of force majeure, including but not limited to wars, fires, floods, social revolts, strikes, government measures or controls and, in general, all causes that cannot be foreseen or, when foreseen, cannot be avoided. The party affected by reasons of force majeure must make every effort to counteract the situation and coordinate the necessary emergency measures with the other party. If the situation of force majeure lasts for more than one (1) month, the party not affected by the force majeure may proceed to rescind the order without penalty.

21. Rescission

21.1. Non-compliance with the obligations established in the order and in these Conditions of Purchase shall be causes for rescission of the order.

21.2. It is expressly agreed that rescission in case of non-compliance shall take place out of court, by a simple statement by the party in question, duly notified to the other party.

21.3. Before rescission, however, the party in question must provide the other party with a period of no less than seven (7) working days to re-establish contract compliance status, without prejudice to possible claims for damages. At the end of that period, if the alleged defects have not been corrected, it may decide either to demand compliance or rescind the contract, in both cases without prejudice to possible claims for damages.

21.4. At any time, APCE may immediately rescind the order by free determination, paying the supplier for goods supplied and/or services provided as of that date and, if applicable, of materials provided.

22. Ethical or legal non-compliance reporting

22.1. APCE is committed to leading its business with integrity and always in compliance with laws, standards (internal and external) and codes applicable to its activity, including the Code of Conduct.

22.2. If, while providing its services, the supplier observes conduct that could be non-compliance of an applicable standard (for example, but not limited to, matters related to anti-corruption, the promotion of medicinal products, personal data protection, anti-discrimination, defence of competition, control of exports and trade, management of privileged information, and Criminal Code) or the APCE Code of Conduct, it undertakes to inform APCE through its contact person, on telephone number +34 937669745 and/or to the following e-mail address: przemek.sabat@agc.com.

23. Pharmacovigilance (PV) obligations reporting adverse events and information about PV

23.1. Adverse event (AE) means any adverse medical incident in a clinical trial subject or patient who has been administered a medicinal product from APCE, even though there is not necessarily a causal relationship with said treatment.

So that APCE can fulfil its regulatory reporting responsibility worldwide, the supplier shall send all the information within one (1) working day of its receipt, with reference to:

- a) All AEs.
- b) All reports where the embryo or foetus has been exposed to the medicinal product via the maternal or seminal route, with or without events, and any AE related to maternallactation.
- c) All reports of a lack of effect, medication error with or without AE, overdose with/without AE, abuse with/without AE, incorrect use with/without AE, drug-drug or drug-food interaction, occupational exposure, unexpected benefit, transmission of an infectious agent through a APCE medicinal product, use outside indication with/without AE.
- d) Any product or forgery claim report associated to an AE.

- e) All information containing information about an AE after the ingestion of APCE active substance/product by the patient and any other information (about forgeries, for instance) related to APCE product that could cause a risk for a patient.

23.2. The supplier must re-send all the information described from point a) to e), as received, without subsequent screening or processing, either by secure fax or e-mail to the following APCE contact, specifying the date of receipt: APCE Pharmacovigilance Dept., tel number: +49 6132 77 3403, e-mail: PV_global_casemanagement@boehringer-ingelheim.com

23.3. Upon request from APCE, the supplier must provide APCE with additional information. The supplier is responsible for ensuring that the personnel working for APCE in the commissioned service provision is appropriately informed and trained to fulfil the reporting obligations described herein and appropriately document same.

24. Miscellaneous

24.1. All the headers of the clauses included in these General and Specific Terms and Conditions of Purchase are purely informative, and do not form part of same; they therefore cannot be used for the interpretation of any of the provisions or content.

24.2. Should any of the clauses of these General and Specific Terms and Conditions of Purchase, or part of any clause, be null and void, that shall not affect the rest of its content and other conditions, which shall remain unaltered and in force.

24.3. Unless otherwise specified on the order, the parties expressly declare that a delay or failure to exercise any of their rights shall not be considered a waiver to the rights in question, unless the affected party expressly states otherwise in writing.

Likewise, any waiver made by either of the parties when signing the order or later in writing, must be interpreted restrictively and in the precise terms in which it is expressed, without room for extensive interpretations affecting other rights related to the expressly waived right.

25. Inspections by the Authority

25.1. The supplier shall inform APCE immediately, by telephone or fax, if, in relation to the supplier's activities, it is contacted by a public agency or regulatory authority (the "Authority") in relation to queries or actions related to the safety of quality of any APCE product, including, among others, activities related to product recalls, authority restrictions, inspections, investigations and pharmacovigilance.

25.2. Pursuant to applicable legislation, the supplier shall duly provide APCE in writing with copies of all the materials, correspondence, statuses, forms and records that the supplier receives, obtains or generates pursuant to a query or action of said Authority, including an English translation of said documents or, in case of mere oral communication with the Authority, a "contact report" in English, within forty-eight (48) hours of its receipt.

25.3. The supplier shall allow APCE to attend any such inspections, unless it is forbidden by law or the Authority. APCE shall also be entitled to examine the correspondence between the supplier and the Authority and request reasonable reviews. Before submitting correspondence to an Authority, the supplier shall obtain the approval of APCE in writing.

26. Audits

26.1. At any time during the order and subsequently for a period of three (3) years, APCE shall be entitled, at its discretion (through its employees or external consultants, including auditors), to supervise and audit any of the services, goods or works provided and/or performed by the supplier and any sub-contractor approved by APCE in relation to the order, including financial records.

26.2. The audit can adopt the model that APCE sees fit and shall include, among others, the right (i) to inspect any facilities used for the services, goods or work contemplated in the order; (ii) to review and examine any procedures that the supplier uses in its completion of the services, goods or works related to APCE, plus all the data generated by said performance, either clinical or financial, including, among others, all written reports, audit reports, notes, annexes, computer tapes or similar work that documents the work performed or results obtained; and (iii) to review accounts, invoice records, third party invoices, contracts with third parties, reports and receipts that justify travel expenses, and payments related to this agreement. Said records can also include agreements with external suppliers, such as couriers, to enable the review of any applicable discounts and items with bonuses.

26.3. Unless otherwise demanded by the circumstances, APCE shall inform the supplier in writing at least ten (10) calendar days in advance of its intent to perform the supervision and/or audit. The supplier undertakes to collaborate and ensure that its pertinent sub-contractors cooperate and provide all reasonable support in reasonable times and place in relation to any supervision and/or audit activity. None of said supervisions and/or audits carried out by APCE shall release the supplier of any of its obligations derived from the order.

This right to audit shall not be exercised by APCE more than once (1) in each calendar year.

26.4. If an audit reveals that APCE has paid more than was due, the supplier shall reimburse this excess to APCE within thirty (30) calendar days of the date of said audit report. The fees and expenses derived from said audit shall be for the account of APCE, unless the examination reveals excess payment of five percent (5%) of the amount actually payable. In this case, the fees and expenses derived from said audit shall be for the account of the supplier, and be paid within thirty (30) days of being requested by APCE.

27. Health and Safety and Protection of the Environment. Access to APCE sites and facilities

27.1 Occupational health and safety and environmental health and safety (EHS)

The supplier undertakes to comply with the Environmental Health and Safety legislation currently in force, as well as all of APCE's internal Policies, Standards and Regulations, which were provided prior to the commencement of the works and which shall form an integral part of these General Terms and Conditions.

Furthermore, the supplier must also impose a binding obligation on the subcontractors authorised by APCE, where applicable, to ensure they comply with the above.

Notwithstanding that mentioned above, the current APCE Health, Safety and Environment documentation shall be provided to the supplier.

In the event of a breach of any of the legal or internal regulations mentioned above, APCE shall have the right to terminate the agreement without prior warning and without any penalty, and demand compensation for any losses that the supplier's breach may have caused.

27.2 Access to the site and prior registration

Compliance with the current Spanish legislation on the Coordination of Business Activities is a prerequisite to the granting of the APCE site access permit. APCE shall provide the binding documentation in this regard.

The supplier who must access the facilities to render its services must provide all the documentation required by APCE regarding health and safety and the environment using the current version of the software at any given time, at least 48 hours before said access.

The supplier shall register the employees linked with APCE through the registration form provided by APCE for this purpose, either by email, using the computer platform, or the relevant system at any given time, provided that this is possible, at least ten (10) days before beginning the work. The supplier must also satisfy this prior registration obligation with respect to the employees of its APCE -authorised subcontractors.

On termination of the agreement between the parties, the supplier must return the site access IDs to APCE.

The supplier shall observe and ensure all its subcontractors and their respective employees observe all the rules and regulations established by APCE regarding access to APCE -controlled facilities and the activities to be carried out in or around said facilities, with it hereby being expressly stated that access to said facilities must be duly authorised by APCE.

28. Applicable legislation and jurisdiction

28.1. The order shall be governed in its entirety by substantive Spanish legislation.

28.2. For any doubts, issues or discrepancies that may arise in the application, interpretation or delivery of the order, the parties expressly waive their rights to other legal venues and accept the jurisdiction of the Courts of Barcelona.

Part II.I: Specific Terms and Conditions of Purchase applicable to services

1. Scope of application

The Specific Terms and Conditions for the Purchase of services included in this Part II.I shall apply to services of all kinds, such as, but not limited to, consultancy, marketing, market research, technical support, maintenance or cleaning services, plus all services that involve the promise of a concrete result, such as laboratory, sample logistics or method development services (hereinafter, services or project).

2. Object of the services purchase order

2.1. The object of the services purchase order shall be the performance by the supplier of the services or projects described in the specifications of the services or in the description of the project included in the order, as well as in APCE's invitation to present tenders and the supplier's tender.

2.2. Any change occurring in the services described in the specifications or description of projects shall require the prior express approval of APCE in writing, leading to a change in the existing order or the issue of a new order that contains the change made to the initial purchase order. Otherwise, the supplier shall not be entitled to demand additional compensation as a result of the changes made. The supplier shall inform APCE, in writing and with no undue delay, of any possible change in commissioned services or projects, as soon as it is evident.

3. Coordination of services

3.1. APCE shall appoint the coordinators responsible for the management of substantial issues related to the order. Likewise, the supplier shall appoint a coordinator to exercise the rights and fulfil the obligations derived from the order, who shall necessarily be empowered to resolve any issues related to the performance of services and projects, plus those required by APCE.

Before the start of the provision of the services and/or projects, the supplier shall inform APCE of the coordinator's identity in writing. At any time, APCE may ask for the person appointed as coordinator to be changed.

3.2. The supplier undertakes to refrain from revoking and limiting said faculties in any way, unless at the same time it appoints other representative(s) to replace the current coordinator(s), with the same powers. Likewise, if the appointed representative(s) are absent or cease in their function for any other reason, the supplier undertakes to appoint a new one in a reasonable time, within no more than ten (10) working days of the previous representative's absence or ceased function. The new representative must be approved by APCE.

4. Execution of services

The supplier undertakes to take all necessary steps to totally complete the services or project pursuant to specifications, and shall periodically inform APCE of the progress of same.

When required pursuant to the nature of the commissioned service or project, the supplier undertakes to deliver the product resulting from said service or project on the dates specified in the order, so that it can be reviewed and, if applicable, approved by APCE. Upon the request of APCE, the supplier shall make all reasonable changes in the product resulting from the commissioned services or projects, undertaking to again deliver the product within one (1) week or, on the date reasonably agreed upon with APCE.

The parties expressly agree that, if APCE agrees to make partial payments of the services or projects according to milestones delivered by the supplier in the provision of its services, this shall in no case be considered partial delivery of the order and acceptance of the services by APCE.

5. Obligations of the supplier

5.1. The supplier hereby undertakes to:

- (i) Hire duly trained and qualified personnel for the provision of the services or completion of the projects in a timely manner;
- (ii) Ensure that all data, reports and other information provided to APCE are pursuant to the latest technical know-how and have been gathered in the format agreed upon with APCE;
- (iii) Comply, when applicable, with all pertinent codes of conduct, including those of MRS (Market Research Society) , ABPI (Association of British Pharmaceutical Industry) and ESOMAR (European Society for Opinion and Market Research), with their periodic amendments, collaborations of the pharmaceutical sector with persons recognised as experts, the IFPMA (International Federation Pharmaceutical Manufacturer) marketing practices code, the EFPIA (European Federation of Pharmaceutical Industries and Associations) Code of Conduct for the Promotion of Medicinal Products and Interrelation of the Pharmaceutical Industry with Healthcare Professionals and Patients, and Personal Data Protection in relation to Clinical Research and Pharmacovigilance, and the Veterindustria Code of Conduct;
- (v) Ensure that its personnel, whenever applicable, receives training pursuant to the section about pharmacovigilance (hereinafter, PV) of Part I of the APCE General Terms and Conditions of Purchase, in agreement with the PV documents provided by APCE; The PV documents include a training document, a standard report form and instructions for its completion, and shall be provided by APCE to the supplier via e-mail.

6. Material means of the supplier for the provision of services

6.1. The supplier is under the obligation to have the necessary appropriate material means for the correct provision of the services.

When a given material, equipment or facility requires official type-approval by a Public Administration department, the supplier must submit the certificates and documents that accredit its type-approval before its installation. All facilities and equipment used for the provision of the services must have the respective European Union type-approval certificates in the form of “EC” markings.

6.2. APCE shall not be liable for the loss of, damage to or deterioration of material means, equipment or facilities or other materials pertaining to the supplier that are used for the provision of the service in APCE facilities.

Part II.II: Specific Terms and Conditions for the Purchase of design services

1. Basis of the order

1.1. For the provision of a design service purchase order, the supplier undertakes to comply with current applicable legislation related to competition and advertising and the APCE corporate design guidelines of which it is informed, throughout the provision of the service.

1.2. Whenever meetings are held during the completion of the order, the supplier shall record the pertinent minutes and send them to APCE within one (1) week. Minutes shall be considered binding if APCE presents no objection within fourteen (14) calendar days of their receipt.

1.3. The supplier may sub-contract third parties for the completion of the order, in which case Clause 6 of the General Terms and Conditions for the Purchase of goods, services and work (Part I) shall be applicable.

1.4. With regards to services that are necessary or desirable for the provision of the commissioned design services (such as acquisition of rights of use from third parties defined physically, materially and in a timely manner, acquisitions by the supplier, models, photographs, composers, orators, artists, publishers and recording companies) that are not covered by the purchase order, the supplier shall:

- a) when proposing work and under no circumstances after the submission of a proposal related to the commissioned design service, inform APCE of the acquisitions that are necessary and desired and must be considered by APCE;
- b) consult APCE in writing regarding the existence of internal APCE guidelines that affect the consideration and, if applicable, purchase of said acquisitions;
- c) guarantee that APCE has the acquisitions considered necessary pursuant to the obligations attributed to the supplier herein in an opportune manner and sufficient quantity, with no time, geographic or material restrictions; and
- d) duly inform APCE, before the expiry of the aforementioned rights of use, so that APCE can negotiate new acquisitions in a timely manner, if necessary.

2. Intellectual property rights

2.1. Clause 18 of the General Terms and Conditions of Purchase for goods, services and work (Part I) in as much as it refers to intellectual property rights shall be applicable to design service purchase orders.

2.2. As the logical result of Clause 18 of the General Terms and Conditions of Purchase for goods, services and work (Part I), the supplier may not claim any rights regarding trademarks, brand names, authorship or registered designs related to the provision of services.

2.3. All the documents that the supplier, its representatives, employees or agents prepare in relation to the APCE order shall be labelled with the text "© AGC Pharma Chemicals Europe S.L.U." plus the year of creation.

2.4. When the supplier, in relation to the provision of a design service order, uses a work of which it already owns the intellectual property rights before starting the provision of services for APCE, the supplier hereby undertakes to guarantee that it shall grant a licence, unlimited in time, non-exclusive, free, liable to be assigned by sub-licence and transferred, so that APCE may use, reproduce, publish or assign the licence without restriction. Specifically, the parties agree that the supplier shall continue to be the owner of said intellectual property rights.

Part II.III: Specific Terms and Conditions for the purchase of software licences

1. Licence of use

1.1. The supplier hereby grants APCE the non-exclusive, perpetual and comprehensive right to use the software designated in the purchase order and all accompanying documentation (pursuant to ISO/IEC 26514) (hereinafter, collectively referred to as the “software”).

1.2. The parties hereby establish that APCE may assign right of use to all companies, persons and sites that belong to APCE. APCE therefore has authorisation, subject to applicable constraints, to place the software at the disposal of pertinent users, either storing it in hard disk units of individual computer systems, or providing access via web.

1.3. APCE shall be entitled to make a reasonable number of copies for internal use, specifically for the development, testing and quality assurance systems (collectively, “Non-productive systems”) and for productive systems, including backup copies of the software and associated documentation.

1.4. The software may be transferred in any format from one computer system to another.

2. Scope of the licence

The licence granted herein shall enable APCE to use the software together with any other hardware model, system configuration or platform for which the supplier has supplied the software. When APCE wishes to extend, update or replace its hardware models, system configuration or platforms, the consent of the supplier shall not be required. When use of the software is controlled by a software code obtained from the supplier, at the request of APCE, the supplier shall provide the additional software codes required for other non-productive systems.

3. Transfer of rights of use to third parties

APCE may permanently transfer its rights of use of the software to third parties, providing that the third party acquiring the right of use agrees that it is subject to the application of the licensing terms and conditions specified herein. If such a transfer takes place, APCE shall provide all the copies of the software to the third party, destroying the copies that have not been delivered to same. The right of APCE to use the software shall be terminated as a result of said transfer.

4. Guarantee

4.1. The software shall be considered “free of defects” when its performance is as specified in the order and when it is used pursuant to same. In this case, the supplier guarantees that the software is free of defects.

4.2. If defects are discovered during the guarantee period, the supplier shall repair them, by the date specified by APCE, preparing and installing a new version of the software that is free of defects.

The installation of the new version of the software shall require the prior consent of APCE in writing. When installing the new version of the software, the supplier agrees to help APCE employees to become familiar with it, providing the necessary training.

The supplier undertakes to provide a replacement solution within five (5) days or when APCE and the supplier reasonably agree, providing that a software defect cannot be repaired in that time. In this case, it will make the necessary adaptations in the program's documentation.

4.3. The supplier guarantees that, upon delivery, the data storage means in which the software has been stored and any hardware component supplied with the software are free of defects.

4.4. The supplier guarantees that the software supplied contains no malware such as, for example, viruses, trojans, worms, etc., although the pertinent tests using antivirus programs created by the latest technology are considered to be sufficient.

4.5. The supplier shall not be liable for claims based on the use of software together with programs or data not supplied by same, or regarding which an agreement has not been reached, if the damage or breach derived from the use of said software could have been avoided by not using said programs or data.

5. Breach of third party rights

Clause 18 of Part I of the General Terms and Conditions of Purchase for goods, services and work shall be applicable. In particular, the supplier undertakes to replace, without undue delay (but within twenty (20) calendar days), the part considered to breach intellectual property rights, or to obtain full rights of use for APCE.

Part II.IV: Specific Terms and Conditions for the execution of minor works

1.- Object of the order

The provider hereby undertakes to perform the works specified on the order following the instructions of APCE, all applicable legislation and, in particular, the provisions established in the following documentation, attached to the order: (i) implementation project (ii) works plan, and (iii) cost estimate.

1.1. In case of discrepancy or difference between the contents of these terms and conditions and the contents of the aforementioned documentation, these terms and conditions shall prevail.

2.- Works management

2.1. The provider shall be fully and exclusively liable for the management and control of the works, without prejudice to the powers recognised in favour of APCE herein. The monitoring of the development and execution of the works to be completed by the provider shall be monitored by APCE, or the person or agency designated by same, which shall have access to the means being used at all times. APCE shall have the power to make all the reviews and verifications that it sees fit at any time, with the provider providing the easiest access possible.

2.2. Should a discrepancy arise between the parties regarding any aspect of the works to be completed, the provider shall have up to forty-eight (48) hours to present its reservations in writing. In this regard, should APCE fail to issue an opinion in that period of time, the criterion adopted by APCE shall be accepted for all purposes.

The provider, solely liable for the correct execution of the contracted works, undertakes to correct defects in or generated by the same, at no cost for APCE and by the deadline agreed upon by the parties in each case.

2.3. The powers hereby conferred to APCE in this clause do not relieve the provider from its responsibilities regarding the correct execution of the contracted works.

3.- Deadline for completion of the works

3.1. Unless otherwise expressly established by APCE in writing, the initiation of the works shall be as established in the order; this date shall always be considered the start when calculating time for any purpose that depends on a term or a deadline to be calculated from the start of the works.

3.2. The provider shall carry out the works according to the works plan attached to the order, both with regards to the compliance with partial delivery dates established therein and with regards to the carrying out of the work required to comply with said partial delivery dates, following the work programmes prepared by the provider and approved by APCE that are current at all times.

In this respect, the works plan was prepared based on the contracted works, in accordance with the technical documentation attached to the order and the terms and conditions established herein, according to which the deadline for the completion of the works, within which they must be totally completed and ready for reception, ends on the date established in the order.

3.3. Should extreme weather conditions arise which, albeit not considered to be force majeure, in the opinion of APCE have a serious impact on the performance of the works or part of the same, the deadline established in the order shall be altered, considering the delays due to such weather conditions accordingly. The provider shall amend the works plan and the new plan, approved by APCE, shall include said delays, and said works plan must be complied with by the

provider, which shall be unable to claim any compensation.

3.4. In the event of force majeure, the provider shall propose a new deadline, which shall have to be approved by APCE.

3.5. In the event of failure to comply with the deadline for causes attributable to the provider or any of its sub-contractors, the provider shall propose a new deadline, which shall have to be expressly approved by APCE, without prejudice to APCE's power to apply the penalties for failure to meet the deadline established in Clause 6 herein.

If the delay is due to causes attributable to APCE, the term foreseen for the deadline shall be extended as necessary, without prejudice to clause 12 herein.

3.6. Likewise, whenever the provider believes that there is a delay in the execution of the works that justifies an extension of the deadline, as a result of an event or omission attributable to APCE, it shall inform APCE in writing within three working days of said event or omission occurring. Said notification shall include an explanation of the impact on the deadline for completion of the works. Failure to duly inform APCE shall be considered an express waiver of any possible subsequent claim related to these delays.

Once APCE has received said notification, and if APCE accepts the provider's proposal, it shall formalise the respective order amendment document; otherwise, an independent expert shall resolve the controversy regarding the relationship between the supposed event or omission by APCE and the delay. The parties hereby undertake to consider the expert's decision binding.

4.- Quality control

4.1. APCE is empowered to carry out all the studies, tests, verifications and assays that it sees fit at any time, in order to verify compliance with these terms and conditions and the appropriate performance of the works. These tests may always be performed in the presence of the provider, which shall undertake to provide all the facilities required and provide the required auxiliary means and personnel. The result of the tests carried out shall be binding for the parties.

Under no circumstances may the provider claim sums for interruption to the works required for such testing. Quality control shall be performed by APCE, without prejudice to the quality control to be applied by the provider, as neither the powers recognised for APCE herein nor the performance of tests relieve the provider of its responsibilities established herein related to the correct execution of the works in question.

4.2. The costs of the tests required by APCE shall be paid by APCE, except for tests that find that the work is defective for reasons attributable to the provider, in which case all the subsequent tests required by APCE to identify the problem or verify that defective work has been corrected, shall be for the sole account of the provider.

4.3. Should part of the works performed by the provider be hidden, going against the requirements established herein or any instruction given by APCE before its inspection, the provider, at the request of APCE, shall discover said part of the works in order for APCE to proceed to inspect it; its subsequent coverage shall be for the sole account of the provider.

Should part of the works be hidden without going against this agreement or a APCE instruction, the provider, at the request of APCE, shall discover it if APCE believes that it should be inspected. The cost of said discovery and subsequent coverage shall be solely for the account of APCE, unless said inspection reveals that the works are defective or were not performed as established herein, in which case, it shall be solely for the account of the provider.

5.- Material means to be supplied by the provider

5.1. The materials to be supplied by the provider for the provision of the services shall be products of renowned technical warranty and comply with all applicable legal provisions.

5.2. All the materials shall first be presented to APCE for approval and may be rejected if, in its opinion, they do not meet the required specifications; all the necessary type-approval and technical suitability certificates must be provided.

6.- Penalties

6.1. Without prejudice to the application of the resolutive power of APCE as established in clause 21 of Part I of the General Terms and Conditions of Purchase, it may impose penalties for any of these causes:

- Quality defect of the works performed.
- Failure to meet the deadline for completion of the works for causes attributable to the provider.

The penalties that APCE decides to impose for any of the aforementioned reasons shall be duly notified to the provider beforehand and applied by discounting the respective amounts from the first payment to be made by APCE to the provider after said notification.

Furthermore, the amounts of the penalties contemplated herein do not limit or waive the right of APCE to take any other applicable action.

6.2. Quality defects in the works performed, which fail to meet the requirements established herein, or comply with the works documentation defined in clause one or any instructions issued by APCE, shall be disassembled without payment. Exceptionally, with regards to geometric faults and/or defective finishes, a percentage penalty shall be applied to the affected work, if the decision is not to demolish and/or disassemble, and all the work required to resolve said faults or defects shall be solely for the account of the provider.

6.3. The provider's failure to meet the total or partial deadlines of the works as established on the order to be able to proceed to the reception (temporary or permanent) of the works, shall be subject to the penalty specified in Clause 2.4. of Part I. Delays caused by the circumstances defined in Provision 3.3 shall not be counted with regards to this penalty, unless the provider fails to meet the updated deadline for the completion of the works as established in said section. If the delay in the final deadline for the completion of the works is two weeks, APCE may resolve the order, with application of Clause 21 of Part 1 of the General Terms and Conditions of Purchase, without prejudice to the application of the penalty foreseen in Clause 2.4 of Part I, for the duration of the time until the works are completed.

7.- Risk of the works

7.1. The works shall be performed, with regards to cost, deadlines and quality of construction, at the risk of the provider, even in cases of theft, loss, destruction, faults or damages, with the only exception of cases of force majeure as defined in Clause 20 of Part 1 of the General Terms and Conditions of Purchase, in which the parties shall be released from complying with their obligations as long as the situation persists; in this case the provider shall not be entitled to additional compensation.

7.2. The provider expressly declares that it has sufficiently studied the locations where the works should be carried out, making the necessary measurements and verifications, and that it has examined and studied the documentation defining the works, which it classifies as sufficient

and appropriate; all the above is sufficient to accept liability for the execution of the works until they are delivered in perfect conditions of use and in the agreed form and conditions. The provider likewise expressly declares that it is not hiding any information directly or indirectly related to the works.

The provider undertakes to constantly review and examine all the documentation used while carrying out the works, guaranteeing the coordination and consistency required for its correct execution and the required result.

7.3. The provider shall be under the obligation to carry out the works in a manner that prevents damage to public and private assets. In any event, it is solely liable for any compensation for damages derived from the completion of the works and shall release APCE from all liability or claims related to the same.

Among others, it shall be liable for damages to the assets located beneath the works' structure and ramps, whenever said damages have to be compensated.

The provider shall not only be responsible for its own acts, but also for those of its sub-contractors, the personnel providing their services and anyone else related to the project, pursuant to current legislation.

7.4.- If the provider fails to provide tidiness and monitoring of the works or to repair damages, APCE, after informing the provider by any means, may take the necessary steps to prevent or repair their consequences, and is empowered to charge the provider for the cost involved by discounting it from the first payment to be subsequently made.

7.5. - The parties expressly agree that the proprietor of the works shall be APCE at all times.

8.- Price

8.1. The price of the performance of the works is established by measurement units, in which the total price of the same shall be determined by establishing prices per work unit, establishing unit prices instead of establishing a global price for all the works carried out. Said unit prices shall be fixed and non-variable throughout the development of the works, and may therefore not change due to an increase or decrease in the cost of materials or labour, or any other concept.

The cost of the works is as established in the order, pursuant to the cost estimate presented by the provider as the price of the same, which is attached to said order. These prices do not include VAT. The cost of the works shall only vary pursuant to actual measurements made, or to an increase or decrease in the items approved by APCE.

The aforementioned amounts include all the expenses incurred by the provider for all concepts, without exception. Furthermore, all auxiliary operations required to deliver all the contracted units at the site of the works, and for the maintenance and function of the same and, in general, all expenses required to complete said work shall be for the account of the provider, and understood as included in the prices contained in the cost estimate.

8.2. The provider hereby undertakes to present the closed price of the entire contracted work, at the request of APCE.

Pursuant to the specifications in the cost estimate and project, the provider hereby undertakes to take the necessary steps to construct everything contained in the plans and other project documentation. The price shall be calculated by applying the unit prices included in the cost estimate, which is attached to the order, to said measurements.

The price shall be fixed and non-variable throughout the development of the works and may therefore not change due to an increase or decrease in the cost of materials or labour, or measurements, or any other concept.

Should an amendment be made that affects the number of units concerned, the amount that results from applying the measurement of the amendment to the unit price established in the cost estimate attached to the order shall be added to or subtracted from the price of the works.

Measurements shall be contradictorily made by the provider and APCE, and shall be considered turnkey when approved by the latter. If an amendment is made that affects the quality or description of the units, the additional unit price to be added to or subtracted from the project shall be contradictorily established, and the measurement shall be maintained. It shall not be certified on account of provision of materials or expenses related to first installation.

8.3. If, during the development of the works, the need arises to perform a unit not included in the cost estimate, the provider shall formulate the respective contradictory price from the broken down prices of the contracted work units; when there are no yield values, elementary or broken down prices in the project, the contradictory price shall be established with the prices published by the ITEC (Technological Construction Institute of Catalonia) increased by the percentage of general expenses and industrial profit contained in the cost estimate or, failing that, current market prices.

In any event, said contradictory prices must be approved by APCE in writing. In the event of discrepancy in the establishment of these contradictory prices, it shall be subject to the arbitration of a technical expert appointed by mutual agreement of the parties, and said expert's decision shall be binding. In no case shall the carrying out of works by administration be admitted.

If the work unit subject to the contradictory price is completed before said price is mutually agreed upon, it shall be certified in that month at the price proposed by APCE. Once an agreement has been reached, or the arbitration completed, the resulting difference shall be included in a subsequent or the final certification. The provider is under the obligation to complete said unit even if there is disagreement regarding the amount of the contradictory price.

9.- Measurement and payment of the works

9.1. Measurement and payment shall be by monthly certification classified as payment on account. The works shall be paid for as they are actually completed, as measured by APCE. On the 20th day of each month, the provider shall provide APCE with a valued list of the works completed, together with a series of photographs accurately showing the updated status of the works. APCE shall approve or discuss and, if approved, it shall issue the respective certification to be delivered to the provider within five days of receipt of said list. If the provider is not in agreement with the certification, no claim may be made regarding any consequent delay in payment.

If the valued list of the completed works is not accepted by APCE, as it does not match its own perception of the progress of the works, a certification shall be issued for the work agreed upon and the rest shall be left for the following certification when an agreement has been reached or the discrepancy has been resolved.

9.2. The invoice covering the month's certification shall be issued on the last day of that month and be submitted to APCE within the first five (5) working days of the following month; it shall be paid forty-five (45) calendar days after it was issued, provided that the provider has met all its obligations in a timely manner. Payment shall be by bank transfer to the provider's current account as specified on the respective invoice.

9.3. Under no circumstances shall partial certifications issued by APCE imply its approval of the part of the works carried out to which they refer, and the parties waive their right to the application of article 1592 of the Civil Code.

9.4. The total payment of the works shall be made when they have been completed to the full satisfaction of APCE, by means of a final certification, discounting the amounts paid to the provider in relation to previous certifications, which shall not exceed one per month. In any event, partial certifications shall be provisional documents and payments.

The final certification shall have the effect of the final settlement. APCE shall issue the respective certification, entitled Final Work Certification, for which it shall have 5 extra days over the days foreseen for ordinary certifications. Once APCE has issued the Final Work Certification as established herein, it shall be sent to the provider for seven days so that it can be examined and returned with approval or the comments that the provider sees fit. If the provider fails to respond in that time, this shall not imply its tacit acceptance of said settlement and certification under any circumstances.

Acceptance of payments by the provider shall imply its agreement with the same and a waiver of its right to present subsequent claims related to the same, with the exception of claims presented in writing prior to acceptance.

10.- Withholdings

10.1. In order to guarantee that the provider meets its obligations, APCE shall withhold five per cent (5%) from each monthly certification. Said withheld amount shall be retained by APCE until the end of the guarantee period established in Clause 11.3 herein, which shall be one (1) year from the official date of reception.

The return of said withholdings shall not release the provider from its legal liability for defects in the works for the time foreseen in law, or as defined herein regarding all liabilities, including liabilities that subsist after completion of the order for any reason.

10.2. If, as a result of any of the provider's liabilities, APCE has to totally or partially apply the withheld amounts to cover the same, it shall be under the obligation to replace the used amount to complete said five per cent (5%) so that APCE has a fully solvent guarantee at all times. If the provider fails to honour this obligation, the withheld part to be replaced shall be discounted from the next payment to be made by APCE. The withheld amount shall be reimbursed to the provider at the end of the guarantee period.

Before the reception of the works, the provider must accredit due compliance with its obligations related to sub-contractors or suppliers by providing documentary evidence, and APCE may fail to formalise said reception and/or pay the applicable amounts if the provider fails to comply with said obligations. The documentary accreditation of the above shall be carried out by submitting the appropriate sub-contractor statements.

11.- Reception of the works

11.1. Works shall be inspected and, if applicable, officially received, on the completion date established in the order.

If the inspection, tests and examinations made by APCE show that the works can be officially received, APCE and the provider shall sign a Reception Document, including a list of minor aspects pending resolution, correction or completion, and the deadlines when said aspects must be completed by the provider.

11.2. When said inspection shows that the works are not ready to be officially received or have not been performed in the agreed conditions, the parties shall edit and sign a document listing all the defects or deficiencies, establishing a deadline by which the provider must have remedied all the defects found.

At the end of this period, after a new inspection of the works, the respective Reception Document shall be signed if they are accepted. Otherwise, if APCE does not agree with the works, it may proceed to complete and correct them as it sees fit, for the account of the provider. In this case, and in relation to the provider's liability for failure to meet the deadline or other reasons, the date of completion of the works shall be estimated as the date they were effectively completed.

11.3. The guarantee period starts on the date of the Reception Document; this shall be one (1) year from said date, except for items pending completion or aspects to be resolved defined in the Reception Document, for which the guarantee period shall start on the date that they are duly completed or resolved to APCE's satisfaction. All the above is without prejudice to the provider's remaining liabilities, which shall survive, by their own nature or pursuant to these terms and conditions, the completion of the contracted works by any cause.

During said period of time, any work or repairs to be performed by the provider shall be performed in such a way as to minimise the interference in APCE's usual activities and the inconvenience caused and all possible costs, expenses and losses incurred by APCE for that reason.

The provider undertakes to start the work required for any repairs during the guarantee period within forty-eight (48) hours of APCE informing it by any means of the existence of the problem or need for repair. Said work shall be started respecting the requirements and conditions of its usual activity as specified by APCE.

Pursuant to the above, the provider shall start said work within forty-eight (48) hours, although it is not liable for its completion within said period when it involves the purchase of materials with a longer delivery period. If the work to be done is considered to be simple, after consulting the provider, APCE may perform it with its own personnel and the provider's advice and assistance. If the provider does not start the respective work within the established forty-eight (48) hours, APCE shall be empowered to perform it itself or via third parties, although all the costs and expenses incurred shall be for the sole account of the provider; duly justified, they shall be sent and charged to the provider by APCE.

In case of emergency, defined as whenever it is impossible to wait 48 hours without causing greater damage, costs and/or expenses, or when immediate action is required for reasons of risks and/or safety, APCE may start the work required immediately, using its own personnel and resources or those of third parties; the provider shall be informed as soon as possible. If necessary, the provider hereby undertakes to provide its advice and technical support in said work; all the expenses and costs shall be for the account of the provider, which shall receive them from APCE, duly justified.

12.- Total or partial suspension of the works

12.1. At any time, APCE may order the temporary suspension of part or all of the works, in which case the completion date shall be adjusted accordingly; the provider shall not be entitled to economic compensation of any kind.

12.2. If the suspension is total for causes attributable to APCE, after six (6) months the provider shall be entitled to the resolution of the order and total compensation for damages in the amount of five per cent (5%) of the price of the works pending completion.