

## **GENERAL PURCHASING CONDITIONS BETWEEN ROCHE FARMA, S.A. AND ITS SUPPLIERS, APPLICABLE TO PURCHASE ORDER IN PROGRESS**

**October 05, 2021**

### **1. PURPOSE**

The following General Purchasing Conditions apply to the Purchase Order of which it forms part as an attachment. The Purchase Order and any amendments thereto shall be valid only if made in writing, signed, and reflected in the official Purchase Order sent by Roche.

Acceptance of this Purchase Order implies full acceptance of this document, which contains the following General Purchasing Conditions, unless otherwise agreed in writing between the Supplier and Roche.

### **2. CONTRACTUAL REGULATIONS**

The order of prevalence in case of express discrepancy between what is agreed in the contractual agreements, Contract (if any) and/or Purchase Order shall be: 1. Contract, 2 Purchase Order.

### **3. DELIVERY CONDITIONS AND PLACE OF EXECUTION**

The goods and/or services covered by this Purchase Order shall be delivered and/or performed at the place indicated, in accordance with the agreed conditions and according to the stipulated deadlines, and in any case, free of any expenses for Transport, Insurance, Customs Expenses, Packaging, Packing, Recycling, etc., unless expressly stated otherwise in the Purchase Order.

Any change of date or place of performance shall be previously and mutually agreed in writing between Roche and Supplier.

Goods and/or Services which do not comply with the specifications of the tests or trials deemed necessary by Roche may be rejected and returned to the Supplier with reasons or analysis for such decision.

#### **3.1. Penalties for Failure to comply with the delivery deadline**

The Supplier undertakes to comply with the established deadlines, being applicable in cases of delay a penalty of 0.3% of the total amount of the Purchase Order for each day of delay.

If a cumulative penalty of 10% for late delivery is reached, Roche may proceed to the resolution of the Purchase Order.

However, different penalties may be agreed and shall be set out in the relevant contract, master agreement or corresponding Purchase Order.

### **4. OBLIGATIONS TO THE SUPPLIER. DELIVERY SERVICE LEVEL**



The Supplier undertakes to deliver the products, to make available the leased goods or to provide the services contemplated in the Purchase Order, under the agreed conditions and always seeking Roche's maximum satisfaction. To this end, the Supplier undertakes to act with the utmost diligence required in this professional field. Additionally, the Supplier shall comply with the quality level established in the Purchase Order, being bound by the levels of compliance and the penalties, if any, that have been agreed.

## **5. LABOUR, SALARY AND SOCIAL SECURITY OBLIGATIONS**

The Supplier shall maintain, during the entire period of collaboration with Roche, the labor dependence of all workers participating in the execution of the Purchase Order object, being responsible for the payment of their economic consideration, for the protection of their social rights and for executing the disciplinary function.

The Supplier, in relation to the personnel under its dependence, is responsible for and undertakes to comply with the Collective Agreement applicable to it and the legislation in force in labor and social security matters, as well as in terms of labor risk prevention.

The Supplier undertakes to make the legal withholdings on account of Personal Income Tax and its subsequent payment, in due time and form, with respect to all the personnel assigned to the execution of the object of the Purchase Order. The Supplier, prior to the delivery of the goods, their provision, or the rendering of the services, shall provide Roche with the certificate of the general treasury of the social security referred to in article 42 of the Workers' Statute.

To prove the compliance with such obligations, the Supplier shall provide Roche, when so required by Roche, with a photocopy of the supporting documentation of having paid in due time and form the amounts corresponding to the IRPF withholdings as well as to the Social Security contributions (TC-1 and TC-2).

Any liability arising from the Supplier's failure to comply with its social and labor obligations as an employer shall be exclusively attributable to the Supplier. If as a consequence of the Supplier's non-compliance with the above provisions a penalty, fine or claim against Roche should result, the Supplier shall hold Roche harmless for such items. Roche may terminate this contract in the event of such occurrence immediately and without any right to compensation in favor of the Supplier.

## **6. ENVIRONMENT, LABOR RISK PREVENTION AND SUPPLIER CODE OF CONDUCT**

The Supplier is aware of and undertakes to comply with the applicable environmental and risk prevention legislation in force in connection with the subject matter of Roche's Purchase Order. The Supplier must be prepared to submit to any environmental and risk prevention audits that Roche may carry out on its business and/or facilities.

In the event that the object of the Purchase Order is carried out in any of Roche's facilities, the Supplier, the personnel at its service or its collaborators will respect the safety limitations established by Roche at any given time or by the entity that owns these facilities, providing the necessary means for the provision of the services established therein, and the necessary means of coordination with regard to the protection and prevention of labor and environmental risks. Likewise, the Supplier undertakes to actively collaborate in the measures established by Roche and to transfer the information relating to labor risk prevention, environment and emergency measures to its workers in compliance with ROYAL



DECREE 171/2004, of 30 January, which develops the article 24 of Law 31/1995, of 8 November, on Occupational and Labor Risk Prevention, regarding the coordination of business activities.

The Supplier is responsible for any non-compliance with risk prevention or environmental legislation that the subcontracted third parties may incur or for any accident that such third parties may cause during the performance of their work for Roche.

Both the Supplier and the technicians who carry out any type of maintenance activity at Roche's facilities must be accredited and in possession of the qualifications required by the Industrial Regulation legislation in force at any given time. The maintenance operations performed shall at least comply with those defined by the applicable Industrial Regulations legislation.

Roche may request evidence of the legal documentation associated with the correct management of the waste that may be generated by the development of its activity in Roche's facilities.

The Supplier's personnel involved in the provision of the services shall maintain an employment relationship with the Supplier and shall always, and in any case, be under the control, direction and disciplinary power of the Supplier.

In addition to the foregoing, Supplier agrees to comply with the instructions and standards provided by Roche, including, but not limited to, those contained in the Roche Supplier Code of Conduct (the "Supplier Code of Conduct") located at the following website address:

[http://www.roche.com/roche\\_supplier\\_code\\_of\\_conduct.pdf](http://www.roche.com/roche_supplier_code_of_conduct.pdf)

The Supplier shall request from its own suppliers their commitment to the sustainability principles of the Roche Supplier Code of Conduct.

As a reference for the implementation of the sustainability principles, the Supplier shall refer to the "Implementation Guidance document of the Pharmaceutical Supply Chain Initiative (PSCI)" at the following internet address:

<https://pscinitiative.org/home>

Roche reserves the right to audit the Supplier at any time regarding compliance with the Supplier Code of Conduct.

In case of non-compliance with the obligations related to the Supplier Code of Conduct, Roche reserves the right to terminate the Purchase Order early.

## **7. PRICE AND INVOICING**

The total price for each purchase or rental of goods or services determined in the Purchase Order, unless otherwise provided, is exclusive of VAT. Any variation proposed by the Supplier to the conditions expressed in the Purchase Order shall not be valid without Roche's written acceptance. In the event of non-compliance with this rule, Roche reserves the right to reject the goods.

Such price may vary according to the needs of the service at Roche's request. In the event of lower or higher service performance levels than originally estimated, Roche shall give the Supplier sufficient advance notice so that the invoicing is adjusted proportionally to the actual service performance levels.

The documentation of the delivered goods, delivery notes, invoices, etc. shall include the Purchase Order number assigned by Roche.



Whenever Roche so requests, invoicing may be carried out electronically through the system indicated by Roche.

Invoices, which date shall always be subsequent to the date of the Purchase Order, will be issued with reference to the Purchase Order to the following address and recipient:

Roche Farma S.A.  
ACCOUNTING DEPARTMENT  
A-08023145  
Calle Ribera del Loire 50, Madrid (28033)

And addressed by email (in pdf format.) to the following address: [madrid.cuentasapagar@roche.com](mailto:madrid.cuentasapagar@roche.com)

Roche shall pay the invoices within sixty (60) days from the date of issue of the invoice by the Supplier by bank transfer. This transfer shall be made to the current account and bank account held by the Supplier, as specified in the invoice, subject to proof of ownership by means of a bank certificate to that effect.

The Supplier shall be responsible for the expenses of its collaborators who are rendering services to Roche, such as meals, transport, hotels, etc. The parties may agree in advance and in writing which expenses are to be charged to Roche in the monthly invoice. In any case, the charge may be made only after prior approval of the quotation by Roche and against the provision of the corresponding receipts and only for those expenses which are deemed to be extraordinary, and which do not arise from the ordinary performance of the service.

The Supplier shall take into consideration the following criteria when defraying the following expenses incurred:

Transportation: in cases where the personnel providing the service must travel by air, the flight category must be "tourist"; and may only be "business" in the case of transoceanic flights or flights lasting more than 6 hours. If the trip is made by train, the category must be "tourist", in any case.

Lodging: the category of the hotels where the Supplier's personnel performing the services or the candidates stay overnight shall be a maximum of four stars. In addition, the type of room shall be double for single use and only accommodation may be contracted, unless the inclusion of breakfast does not increase the total price by more than €10. The limits acceptable to Roche for reimbursement are as follows: cost of breakfast (if not included in the hotel) for a maximum of €10, lunch and dinner for a maximum of €30.

In the event that the Supplier needs to perform the Service on Roche's premises, Roche reserves the right to deduct an amount from the agreed price for providing the Supplier with the appropriate space, as well as for the costs incurred for the use of such space (electricity, gas, telephone) and, if applicable, systems (PC, printer, etc.), being Roche's decision at all times to continue to make this space available for the provision of the Service that is the object of the Contract/Purchase Order.

## **8. ASSIGNMENT**

This Purchase Order may not be transmitted or assigned, directly or indirectly, by the Supplier to one or more persons or companies without the express written consent of Roche.

## **9. INTELLECTUAL AND INDUSTRIAL PROPERTY**



Supplier acknowledges Roche's exclusive intellectual and industrial property rights to all results arising from this Purchase Order. Such results may originate from the joint work or from the individual contributions of the project participants. The combined contributions of all project participants will constitute a collective work, created under the initiative and coordination of Roche and covered by Article 8 of the Spanish Intellectual Property Law.

As a consequence of the application of the legal regime of the collective work, the Supplier will not retain any moral or economic rights in relation to the intellectual property of the results.

Roche's rights shall extend to any form of expression of the results of the project, whether they are documents, diagrams, functional or conceptual designs, technical designs, source code, object code, etc.

In no case shall any rights or products belonging to the Supplier, or to third parties, and owned by the Supplier prior to the commencement of the relationship with Roche be assigned. Furthermore, the Supplier shall not be restricted from developing, for itself or for others, materials and/or providing services that may be in competition with the products and/or services provided to Roche, provided that such development is not based on Roche's confidential code or information.

When the services are provided on Roche's premises, using Roche's own hardware and/or software, Roche warrants that it has all rights and licenses required by applicable law for the correct and proper use of all technological infrastructure necessary, if any, for the provision of the contracted services.

Likewise, if for the correct execution of any of the services regulated in the Purchase Order, is necessary the use of programs or systems whose ownership belongs to Roche or to a third party, Roche undertakes to assign or acquire, at its own expense, the necessary licenses of use, for the term and under the terms established.

The Supplier undertakes to provide Roche with such cooperation as may be necessary, including the execution of such public or private documents as may be necessary or appropriate to achieve the full effectiveness of the rights granted to Roche under this clause, and to refrain from any action, whether by act or omission, that may be detrimental to such rights. The Supplier also undertakes to enforce this clause on its collaborators by signing the appropriate documentation. Finally, the Supplier guarantees the peaceful enjoyment of the intellectual and industrial property rights of third parties that have been used by the Supplier in the performance of the subject matter of the Purchase Order, holding Roche harmless in relation to possible claims by third parties for the use of the aforementioned rights.

## **10. PURCHASE ORDER TERMINATION**

In any case, Roche is entitled to terminate the Purchase Order, unilaterally and without giving any cause whatsoever, provided that prior written notice is given by any reliable means, communicated at least thirty (30) days prior to the effective date of the termination. Unless otherwise agreed, this termination shall not entitle the Supplier to compensation of any kind, without prejudice to the settlement of the outstanding amounts for the services rendered up to the date of early termination.

## **11. LIABILITY**

The Supplier is subject to the obligation to indemnify Roche, its employees, systems, resources and property for any damages caused to Roche, in accordance with the provisions of the Purchase Order or otherwise under the Civil Code and other legal provisions applicable to the performance of the object contracted by Roche.

## **12. WARRANTIES**



Supplier shall grant a minimum warranty period of 12 months from receipt of the goods delivered to Roche, unless otherwise agreed by both parties or unless the statutory warranty period is longer, in which case the latter shall prevail.

In the case of repairs or replacements due to defect or malfunction within the warranty period, a new period equivalent to the previous one will be established.

Roche shall be fully entitled to pass on the costs it incurs to repair or replace defective goods in cases where the Supplier has failed to comply with this warranty duty.

The Supplier also warrants that it holds the ownership of the goods and services that it undertakes to supply, and that Roche is not hindered in any way from using them. The Supplier likewise warrants the quality of such goods and/or services. Failure to comply with these warranties shall be at Supplier's expense.

Supplier warrants that it fully complies with all applicable laws and regulations.

### **13. APPLICABLE LAW AND JURISDICTION**

These General Purchasing Conditions shall be governed by Spanish law. For any resolution of problems that may arise regarding the execution or interpretation of future Purchase Orders, which cannot be settled amicably between the Parties, both submit to the Courts and Tribunals of Madrid, expressly waiving any other jurisdiction that may correspond to them.