



General Terms and Conditions of Delivery and Purchase of ROCHE

Effective from: September 2021

1. Scope of Application

1.1 These Purchase Conditions ("GTCDPs") shall apply to all purchase contracts, contracts for work and services concluded by **Roche Austria GmbH** (FN 105679k), **Roche Diagnostics GmbH** (FN 165444a) or **Roche Diabetes Care Austria GmbH** (FN 426377a) – hereinafter referred to as "**ROCHE**" – however, these may be designated in detail, even if not expressly referred to in the order. The contractual partner of the Supplier is always only the ROCHE company specifically commissioning the partner in each case but not the two other ROCHE companies (insofar as these are not expressly named as clients in the specific task). Insofar as the term "**Supplier**" is used in the following, this shall be understood to mean the contractual partner commissioned by ROCHE, in particular, with respect to a delivery, work or service. By accepting an order or task, however, at the latest with order fulfilment/service provision, the Supplier agrees to the validity of the GTCDPs, as amended, as well as for any future business.

1.2 The content of the contract is primarily determined by the provisions negotiated in detail between the contractual partners, which are recorded in written order confirmations or other written documents (including emails, insofar as these originate from persons/are addressed to persons authorised by ROCHE to make contractual declarations) on the part of ROCHE. In addition and insofar as no deviating contracts are expressly made prior to the conclusion of the contract, these GTCDPs shall apply exclusively as the content of the contract.

1.3 If the Supplier acts as a subcontractor within the scope of an invitation to tender in which ROCHE participates as a bidder, all provisions of the invitation to tender/the service agreement, which is concluded on the basis of the award of contract applicable to the subcontract, shall also apply to the Supplier in relation to ROCHE – or, at the discretion of ROCHE – directly in relation to the client.

1.4 These GTCDPs shall also apply if ROCHE accepts the offer/the delivery of the Supplier without reservation in the knowledge of conflicting terms and conditions of the Supplier and/or makes orders and/or payments without objection despite reference by the Supplier to deviating terms and conditions. Deviating (general) terms and conditions of business (GTCs) and other terms and conditions of delivery and payment of the Supplier shall not become part of the content of the contract, even if ROCHE has not expressly objected thereto. A reference to the Supplier's offer documents in ROCHE's order does not constitute acceptance of the Supplier's terms and conditions.

2. Request and Offer

2.1 All offers made by the Supplier are free of charge and do not oblige ROCHE to place an order nor to pay compensation for costs and/or expenses of any kind, even if they are prepared at the request of ROCHE and/or no order is subsequently placed with the Supplier. It is irrelevant whether or what preparatory work is required for the offer. Offers are binding on the Supplier for at least a period of four weeks from receipt by ROCHE.

2.2 The Supplier's offers must correspond verbatim to the text of the request. Any alternative proposals must be submitted separately and contain explicit references to normative and/or linguistic deviations from the respective ROCHE request. If necessary, ROCHE may demand the submission of drafts/plans/additional documents before placing an order that is binding. ROCHE will not accept offers that do not fully include these GTCDPs or refer to the Supplier's General Terms & Conditions (GTCs); rather, such a reference shall be

deemed as not having been made. Possible questions by ROCHE regarding offers by the Supplier do not in any way constitute acceptance. To the extent that order confirmations of the Supplier contain contents deviating from the respective enquiry/order, these deviations shall not be deemed order contents unless they are confirmed in writing by ROCHE.

3. Obligation to Warn/Obligation of Completeness

3.1 The Supplier shall thoroughly examine the tender documents/invitation to tender issued by ROCHE. If the Supplier is of the opinion that the documents sent to it by ROCHE are unclear or incorrect, or that execution in the manner requested by ROCHE is not possible, the Supplier shall immediately issue a written warning to ROCHE regarding possible defects or concerns, whereby this warning shall be comprehensible and shall be accompanied by justified proposals for a solution. Any warnings are only immediate within the meaning of the preceding paragraph if they are received within one week of the submission of the tender documents/invitation to tender to the Supplier and before the Supplier's offer is submitted to ROCHE.

3.2 If the Supplier fails to issue such a written warning in accordance with clause 3.1 or with regards to the intended execution, the Supplier irrevocably acknowledges by submitting its offer that the faultless delivery or service in accordance with the tender documents/invitation to tender is possible for it and the Supplier shall be liable law for defects of any kind and consequences of faulty delivery or service.

3.3 The deliveries/services offered by the Supplier to ROCHE shall be complete in every respect and therefore include all necessary materials, equipment, ancillary work, as well as any necessary labour input, which are part of the scope of the order in accordance with the technical documents or other specifications and information provided to the Supplier and which are necessary or reasonable for the complete fulfilment of the order/contract, even if they are not expressly mentioned in the order/contract.

3.4 By submitting its offer, the Supplier declares and is liable for the fact that all conditions for the fulfilment of its delivery/service are being met. From the time of submission of the offer, the Supplier may no longer rely on the fact that the documents sent to it by ROCHE are unclear or incorrect, or that individual deliveries and/or services which, in accordance with customary industry practice, are part of the proper performance or are otherwise required for the performance in accordance with the contract are not specifically listed.

3.5 In the case of independent proactive orders/inquiries by ROCHE (without prior quotation by the Supplier), this clause 3 applies with the proviso that the Supplier shall fulfil the resulting obligations before accepting the order placed by ROCHE.

4. Order/Task/Delivery Call-Offs ("Orders")

4.1 Orders are only binding if they are placed in writing by letter, fax or email with the order number assigned by ROCHE and by persons authorised by ROCHE to make contractual declarations. ROCHE is entitled without restriction and without further justification, to accept even parts of any offer.

4.2 The Supplier is obliged to document the receipt of each order placed by ROCHE (that is, declaration of acceptance or conclusion of a contract) by immediately sending a written confirmation by letter, fax or email to ROCHE (exclusively to persons authorised by ROCHE to issue contractual declarations), stating all contractual data. This confirmation from the Supplier has no normative explanatory value but shall serve exclusively as documentation. If the order by ROCHE is not confirmed by the Supplier within five working days in writing by letter, fax or email (exclusively to persons authorised by ROCHE to make contractual declarations), ROCHE has the right to cancel the order and immediately withdraw from the contract.

4.3 Objectively justified and reasonable changes to a performance requirement or order by ROCHE shall be accepted by the Supplier. The Supplier cannot charge additional costs for this unless the Supplier can prove an increase in costs and ROCHE has agreed in writing in advance to the charging of additional costs. The transfer of an order to third parties is only permitted with the prior written consent of ROCHE. If consent is granted, all obligations arising from the order (including these GTCDPs) for the Supplier shall be expressly transferred to the subcontractor (for which the Supplier shall indemnify ROCHE). If consent is granted, the Supplier is liable for its sub-suppliers as well as for its own conduct.

5. Quality Management/Documentation Obligations/Safety Data Sheet/Accident Procedures Sheet

5.1 Regardless of any quality features and technical data specified in the offer or order, in any case, the respective applicable statutory regulations, the respectively recognised technical rules and the latest level of science and technology shall be complied with regard to the quality and safety of the goods delivered/services rendered on the part of the Supplier. In addition, the Supplier shall set up and provide evidence of a corresponding quality management system (for example, DIN EN ISO 9000 et seq. and analogous standards). ROCHE reserves the right to check the effectiveness of the quality management system by means of a "QM system audit" or "process audit" at any time and, if necessary, on site at the Supplier's premises.

5.2 Insofar as statutory, contractual or customary documentation obligations exist for delivery items/services, the contractual partner shall keep the corresponding records, retain these records and test documents/documentation for at least seven years after the last delivery/service has been made and submit them to ROCHE if required or upon request. Longer retention periods may be agreed upon in the service contract. ROCHE reserves the right to inspect the performance of services/documentation at any time, also at the premises of the Supplier, after giving reasonable advance notice.

5.3 For materials and items which, due to their nature, properties or condition, may pose a risk to human life and health, the environment or property and which must therefore (in particular, due to regulations applicable thereto) receive special treatment with regard to packaging, transport, storage, handling and/or waste disposal, the Supplier shall provide ROCHE with a safety data sheet or accident procedures sheet in accordance with the applicable statutory regulations.

6. Suspension and Cancellation

6.1 ROCHE reserves the right to demand interruption of the further execution of the order at any time ("suspension") or to withdraw from the contract in whole or in part ("cancellation"), even if the Supplier is not at fault.

6.2 In the event of suspension for a period of more than three months, the Supplier may request reimbursement for the external costs actually incurred and proven by the Supplier up to the time of suspension but not for any lost profits. For the reimbursement of costs, the Supplier shall provide and substantiate in detail, in the event of any other loss claim, the external costs resulting from the delay. In the event of a shorter duration (and in the event of a longer duration, for the costs accrued during the first three months), the Supplier cannot make any claims against ROCHE.

6.3 In the event of cancellation, the Supplier is entitled to issue an invoice for the services/deliveries demonstrably provided to it up to the date of cancellation but not for the loss of any profit. ROCHE shall be credited within one week for any payments already made by ROCHE in any case.

6.4. Any liability/payment by ROCHE beyond the obligations arising from clauses 6.2 and/or 6.3 is hereby excluded in the event of suspension or cancellation.

7. Delivery/Service

7.1 The place of performance for deliveries/services of the Supplier is the respective destination specified in the order. In the absence of any other written agreement, the delivery address (that is, the place of performance) is always the respectively registered office of ROCHE (currently: Engelhorngasse 3, 1210 Vienna, Austria). The delivery of goods to the receipt of goods department of the respective place of performance shall take place from Monday to Thursday between 08:00 to 16:00 and Friday between 08:00 and 12:00 noon.

7.2 Deliveries (including unloading) shall be made free of all charges to the delivery address at the Supplier's expense and risk. The Supplier shall ensure proper transport and proper packaging; all packaging must be dispensed with via Altstoff Recycling Austria (ARA). Shipping and packaging costs as well as the costs for transport insurance shall be borne by the Supplier. All deliveries shall be accompanied by appropriate shipping documents (in particular, precise details of contents), otherwise, ROCHE shall be entitled to refuse to accept deliveries.

7.3 Agreed delivery dates and delivery periods are fixed. The arrival at the delivery address is decisive for their compliance. Early attempts at delivery or performance by the Supplier require the express written consent of ROCHE. In the case of delivery before the agreed delivery date, ROCHE reserves the right to refuse acceptance. Additional costs (for example, storage costs) arising from early deliveries shall be borne by the Supplier.

7.4 Penalty provisions agreed upon between ROCHE and the Supplier (see clause 15 of the GTCDPs) shall remain unaffected by this.

7.5 As soon as the Supplier becomes aware of a delay in a delivery/service, even only a part of the delivery/service, the Supplier shall notify ROCHE thereof, stating the reasons for and the duration of the delay. In the event of default, ROCHE is entitled, even if ROCHE has been informed of the default in advance, to obtain provision elsewhere, in full or in part, at the expense of the Supplier. Further claims, especially claims for damages, remain unaffected. The unconditional acceptance or payment of a delayed delivery/service does not constitute a waiver of claims on the part of ROCHE due to the delay.

7.6 Acceptance of the goods/service is subject to the condition that such are free of defects in terms of quantity and quality. The values determined by ROCHE upon receipt of goods are decisive for dimensions, weights and quantities of a delivery.

7.7 In the event of insolvency proceedings against the Supplier or a change in the Supplier's ownership structure, ROCHE is entitled to withdraw from the contract in whole or in part, without prejudice to the consequences of legal proceedings. The Supplier is obliged to inform ROCHE immediately about such circumstances.

8. Prices/Invoicing

8.1 Agreed prices shall include overtime, including customary packaging, (transport and other) insurance, freight, delivered free of charge to the place of destination (including unloading), at the Supplier's expense and risk, including import duties, excluding value-added tax but including all other taxes and duties affecting the Supplier, and shall be fixed prices. If ROCHE must pay any taxes and/or other charges (except for VAT) in connection with the Supplier's activities, the agreed price shall be reduced by this amount. Invoices and delivery notes are to be sent electronically following a delivery or service to the email address provided by ROCHE as a single copy and exclusively to the address of the ROCHE company placing the order in each case (unless a different address is provided to the Supplier in individual cases).

8.2 In addition to the order number assigned by ROCHE, all other order data, the mode of shipment and the delivery note (its number) shall be noted on the invoices and delivery notes, whereby the sequence of the data to be indicated shall correspond to the sequence that ROCHE has chosen in the order. Invoices shall contain all information legally required by Austrian and European law to ensure ROCHE's deduction of input tax and to comply with customs and import regulations. Invoices for services shall also be accompanied by service and material certificates. If the Supplier's invoice or delivery note does not comply with the provisions set forth in this clause (8.2), ROCHE shall be entitled not to accept the goods/service and to return the invoice to the Supplier for crediting.

9. Payment/Payment Period

9.1 If no special agreement has been made, payment shall be made within 60 days net, unless ROCHE avails of the right of set-off (see clause 17). The payment period shall commence on the date of correct receipt of invoice or receipt of goods or on completion of the service or rectification of defects, whichever is later. During the guarantee period (see clause 13 with respect to the beginning of the warranty period) ROCHE may claim a non-interest-bearing (liability) retention of up to 10% of the order value. Default arises at the earliest after receipt of a (justified) written reminder by ROCHE.

9.2 Neither payment of 90% of the order value nor the outstanding sum of 10% shall constitute an acknowledgement of the correctness/absence of faults pertaining to the delivery/service or a waiver of rights to which ROCHE shall be entitled. Payments are deemed to be on time if they are sent from the registered office of ROCHE on the last day of the period (the warranty period for the remaining 10%) or the transfer order is issued by ROCHE to the bank, provided ROCHE DIABETES CARE does not exercise its right of set-off (see clause 17). Bank charges of the recipient bank shall be borne by the Supplier.

10. Standard Packaging

Standard packaging (within the meaning of clause 8) shall be understood to mean that the delivery item or service is to be packaged in such a way that the packaging is safe and suitable for the respective conveyance. Packaging and wrapping, for example, become the property of ROCHE only upon request. Packaging must be carried out with due care and attention, taking into account all transport risks. Packing slips, inscriptions and hang tags, among other things, shall be used to ensure that the delivered items are properly identified and that quantities can be determined quickly, easily and correctly.

11. Returns

ROCHE is entitled to return the packaging of the delivery items or services to the Supplier. Returns of the object of performance and/or the packaging are always at the risk and expense of the Supplier.

12. Transfer of Risk and Ownership/Reservation of Title

12.1 If the Supplier and ROCHE have agreed on the validity of special Incoterms (as amended), the provisions of these Incoterms shall apply. If general reference is made to the provisions of the Incoterms but no specific Incoterm is agreed upon, the transaction shall be deemed to have been concluded in accordance with the term DDP and shall be subject to the relevant rules thereto. Without the expressed consent of ROCHE to the application of other terms of delivery, delivery according to other terms is excluded and the following shall apply: The risk and title to the goods and services to be provided by the Supplier shall pass to ROCHE upon

acceptance by ROCHE of the goods and services in full at the place of performance. Partial deliveries and partial services (even if these have been contractually agreed), as well as the commissioning or use of partial deliveries and partial services by ROCHE, shall not result in a transfer of risk.

12.2 ROCHE hereby expressly objects to the agreement of any retention of title by the Supplier. Acceptance by ROCHE of deliveries and services offered by the Supplier subject to retention of title shall not have any explanatory value that would constitute consent to the retention of title.

13. Warranty/Replacement

13.1 With respect to the execution of the delivery/service in accordance with the order and compliance with all relevant statutory and other applicable regulations (including standards and in particular, Austrian standards (ÖNORMEN)), the Supplier shall provide a warranty in accordance with the statutory provisions unless otherwise stipulated in these GTCDPs. In particular, the Supplier shall be responsible for ensuring that the delivery/service has the characteristics usually assumed and requested by ROCHE prior to placing the order and/or guaranteed in the contract and that it shall correspond to the samples upon which it is based. The Supplier shall check the suitability of the standards, guidelines and other regulations applicable pertaining to this order and, if necessary, shall warn ROCHE immediately, in writing and with justification, prior to performance of the service, of any hindrances to proper contract performance (obligation to warn).

13.2 The warranty period shall begin with the acceptance, without objection thereto, of the complete delivery/service by ROCHE. Partial deliveries and partial services (even if these have been contractually agreed) that have been accepted by ROCHE, shall not trigger a period of warranty. In the case of a partial delivery or partial performance, ROCHE shall be entitled to make use of the partial deliveries or partial performance even before completion of the entire delivery, without acknowledging the contractual performance in any way.

13.3 ROCHE shall not be subject to any obligation to inspect and give notice of defects, in particular, the obligation to inspect and give notice of defects in accordance with Section 377 et seq. of the Austrian Commercial Code (UGB). Rather, ROCHE shall be entitled to assert warranty claims for defects occurring within the warranty period at any time. If defects are reported within the warranty period, it shall be assumed that said defects were present at the time of complete delivery (service provision). Defects that arise within the warranty period can be claimed in court up to two years after the warranty period has expired. The right of ROCHE to assert a claim for defects by way of objection without a time limit shall remain unaffected. Any notification of defects can be reported in writing, electronically or orally.

13.4 If the Supplier remedies the defect, the warranty period shall begin anew after acceptance of the improvement by ROCHE for the entire delivery/service affected by the defect.

13.5 ROCHE shall be free to demand improvement, replacement, price reduction or conversion within the scope of warranty rights without adherence to a specific sequence. In the event of a warranty claim, ROCHE, therefore, shall have the right to demand, at its own discretion, free of charge improvement or replacement of the defective delivery/service, to have the defect improved by a third party at the expense of the Supplier, to cancel the contract immediately, or to demand a corresponding price reduction. However, ROCHE shall only be entitled to the right of rescission in the case of defects that are not minor. ROCHE shall be free to demand monetary compensation or improvement or replacement within the scope of the law on damages.

13.6 If the Supplier does not immediately comply with its obligations under warranty or compensation law, ROCHE shall be entitled, after a reasonable period of time not to be set explicitly, to remedy the defects or damage at the expense of the Supplier. ROCHE shall be entitled to remedy the defects or damage immediately without notice and at the expense of the Supplier if said remedy shall appear urgent to ROCHE (especially in connection with services or deliveries from other Suppliers). In any case, ROCHE shall also be entitled to demand reimbursement from the Supplier for all costs associated with remedying the defect, such as

disassembly and installation costs. ROCHE shall be reimbursed for inspection costs, in any case, if the inspection reveals defects.

14. Liability

14.1 The Supplier shall be liable, regardless of fault, for all damages incurred by ROCHE caused as a result of a delayed or defective delivery/service due to the Supplier's conduct/omission or that of a vicarious agent used by the Supplier to fulfil the order. The degree of fault notwithstanding, the Supplier shall also be obligated to compensate ROCHE for any damage caused due to failure, processing costs and costs that ROCHE has had to bear towards its customers, in particular, as a result of non-delivery to customers caused by delayed or defective delivery/performance on the part of the Supplier.

14.2 In the case of defects of title and in the case of claims based on product liability, the Supplier shall indemnify ROCHE and hold it harmless regardless of fault. In this case, the Supplier shall also assume all costs incurred thereby, in particular, the costs of any necessary legal action or recall action and undertakes to provide ROCHE with all useful documents. In the case of product liability disputes, the manufacturer or importer, if they are third parties, shall be notified by the Supplier within 14 days upon initial request.

14.3 The Supplier shall undertake to take out business and product liability insurance appropriate to the order volume and the obligations assumed (including recall costs and product pecuniary damage). The Supplier shall prove the existence thereof to ROCHE, upon the request of ROCHE, prior to the start of the order fulfilment by submitting a corresponding confirmation of insurance, otherwise, the Supplier shall be in default and ROCHE shall be entitled to prohibit the Supplier from providing the delivery or service until a corresponding confirmation of insurance is submitted. Only ROCHE shall be entitled to assess whether the insurance confirmations submitted provide adequate cover for the subject matter of the order and the risks associated with the provision of the delivery or service.

15. Contractual Penalty

In the event of delayed delivery, ROCHE shall be entitled to demand a contractual penalty from the Supplier to the amount of 1% of the total order value for each commenced week of delay until the delivery/service is complete but not exceeding 15% of the total order value. The assertion of further damages (see clause 7 of the GTCDPs) and warranty claims (clause 13 of the GTCDPs) shall remain unaffected.

16. Documents/Confidentiality

16.1 Samples, models, drawings, templates, documents, information and other aids that ROCHE shall make available to the Supplier for the purpose of fulfilling its contractual obligations shall remain the material, intellectual and in all respects the unrestricted property of ROCHE, which the latter may have at its disposal. Such aids shall be allowed only to be used for the fulfilment of and in connection with the agreements made with ROCHE and may not be made available or handed over to third parties without the consent of ROCHE. They shall not be allowed to be copied, stored or changed, nor remain with the Supplier in any other way, in whatever form. After execution of the contractual obligation, or if the business relationship is terminated without an order being placed, said aids shall be returned to ROCHE free of charge.

16.2 The Supplier shall undertake to protect all trade and business secrets of ROCHE of which it becomes aware in the course of performing the contractual obligation. Business and trade secrets are deemed to be, in particular, all information of any kind whatsoever which ROCHE shall provide to the Supplier or which otherwise becomes known to it in the course of the performance of the order. The obligation to maintain business and

trade secrets shall also apply indefinitely for the period after the termination of the business relationship. If the disclosure of information to third parties is mandatory and unavoidable for the fulfilment of the contract, the Supplier shall impose the confidentiality obligations in accordance with the present provisions on the third party in a legally binding manner prior to disclosure to the third party. This applies, in particular, to the use and processing of information and data concerning ROCHE itself, employees or former employees and their relatives, patients, users, customers, contractual partners and affiliated companies.

16.3 For any breach of the aforementioned obligation, the Supplier shall be obliged to pay a contractual penalty, the amount of which ROCHE shall reasonably determine, but at least EUR 50,000.00 (fifty thousand euros), to ROCHE upon the first request without deduction. This also shall apply to breaches by third parties. ROCHE's rights and claims going beyond this shall remain unaffected.

16.4 Information provided by the Supplier about the existence, content and progress of contractual agreements shall require the prior written consent of ROCHE. In particular, public statements and declarations in this regard, as well as any contact with the press, radio, television or other media, shall only be permitted after written approval and coordination of the content with ROCHE. Notwithstanding the above, ROCHE shall be entitled to disclose the existence of the contract to third parties and (if necessary) to disclose the contents thereof.

16.5 Inclusion of ROCHE in the Supplier's reference list (especially on the website or in various advertising material) shall require the prior written consent of ROCHE. The Supplier shall not be entitled to use the trademarks or other signs protected for ROCHE and/or the F. Hoffmann-La Roche Group or individual group companies.

16.6 Other statutory secrecy and confidentiality obligations, in particular, the Supplier's obligations resulting from the EU's General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG), shall remain applicable without restriction. To this end, the Supplier shall undertake to sign a separate non-disclosure agreement and/or confidentiality agreement if requested to do so by ROCHE.

16.7 If it is necessary or should it become necessary to transfer information or data to ROCHE in order to search for complex system errors or for scientific or research purposes, in particular, for the further development of devices and/or other products, then such information or data may only be used in a pseudonymised or anonymised form, for example, without the patient's name, date of birth or other details that would allow conclusions to be drawn about the patient concerned.

16.8 This confidentiality obligation shall continue to exist even after termination of the business relationship between the Supplier and ROCHE.

17. Offsetting

ROCHE shall be entitled to offset payment obligations with respect to the Supplier against claims that ROCHE shall be entitled to against the Supplier. The Supplier, on the other hand, shall not be entitled to offsetting against ROCHE.

18. Effect of the Payment

If the Supplier does not raise a written and justified objection within six weeks after ROCHE has sent or instructed the final payment, all claims of the Supplier against ROCHE arising from the business transaction in question shall be deemed to have been settled.



19. Force Majeure

19.1 Force majeure shall be understood to mean external and unforeseeable events that cannot be averted through reasonable measures. The failure to comply with deadlines, dates and/or other obligations by subsuppliers or transport companies, as well as the failure of a workpiece, shall in no case constitute an event of force majeure.

19.2 If the Supplier shall intend to invoke the existence of force majeure, the Supplier must immediately notify ROCHE in writing of the justifying event and provide evidence thereof. In the event of such proof, force majeure shall release the contractual partner concerned for the duration of its effect from those contractual obligations the fulfilment of which has become impossible or impracticable as a result of the event. This temporarily omitted contractual obligation shall be specified in the written notification, stating a comprehensible reason therein. If a case of force majeure makes the timely fulfilment of a contractual obligation impossible or lasts longer than four weeks, ROCHE, as the party entitled to receive the delivery or service, may terminate the contract in writing without further ado. Termination is effective upon receipt.

20. Written Form

All agreements, subsequent additions and subsidiary agreements shall be in writing.

21. Applicable Law

This contract shall be governed by Austrian law but not by UN sales law. Legal norms that refer to the law of other countries shall also be excluded.

22. Place of Jurisdiction/Contractual Language

In the event of disputes, it is hereby agreed that the District Court for Commercial Matters and/or the Commercial Court of Vienna shall have jurisdiction for any disputes, depending on the monetary jurisdiction. However, ROCHE shall also have the right to sue at the general place of jurisdiction of the contractual partner. The language of the contract shall be German.

23. Code of Conduct

By entering into any kind of business relationship with ROCHE, the Supplier shall submit to the ROCHE Code of Conduct for Suppliers (available upon request from ROCHE and also available on the Internet at http://www.roche.com/de/roche_supplier_code_of_conduct.pdf) and shall assure its compliance therewith.

24. The WBCSD Pledge

Supplier shall undertake to use clean water at the work site and sanitary facilities in accordance with the WBCSD Pledge <http://www.wbcd.org>.



25. Severability Clause

Should individual provisions of the contracts be invalid, the validity of the remaining provisions and of the contract as a whole shall not be affected. In this case, a provision that most closely corresponds to the legal and economic purpose of the invalid provision shall be deemed to have been agreed upon.

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