

## **General Terms and Conditions of Business for ratiopharm Arzneimittel Vertriebs-GmbH ("ratiopharm") Suppliers**

### **1. General**

**1.1** ratiopharm shall provide its services solely on the basis of the following General Purchasing Terms and Conditions and General Terms and Conditions of Sale unless otherwise agreed in individual cases between ratiopharm and the supplier or customer.

**1.2** The German language version of ratiopharm's General Terms and Conditions of Business shall even apply when the legal transaction in question has been concluded in a language other than German. Any version in a different language shall be for information purposes only.

**1.3** Any terms and conditions of business belonging to the supplier or the customer shall not be accepted except where ratiopharm has expressly agreed to the application thereof in writing in the individual case in question.

### **2. Quote**

In its quote, the supplier shall be required to adhere to ratiopharm's request precisely and to expressly indicate any deviations therefrom in its quote. Quotes shall be provided free of charge. The supplier shall be bound by its quote for a period of 6 weeks following receipt thereof by ratiopharm.

### **3. Orders and Correspondence**

**3.1** ratiopharm may place orders in writing, by fax, by telephone or electronically. They shall require handwritten order confirmation from the supplier on a copy of our order (or alternatively, by stamp) specifying the delivery date. Scans of the order confirmation must be sent to **Auftragsbearbeitung@ratiopharm.at** by the time of collection of the goods from the supplier at the latest. A hard copy of the order confirmation must be sent by post to:

ratiopharm Arzneimittel Vertriebs-GmbH  
Albert-Schweitzer-Gasse 3 A-1140 Vienna

Order confirmation must be received by ratiopharm's relevant department without delay but within 14 days of the order date at the latest, failing which the order shall be deemed to have been automatically accepted.

**3.2** The prices agreed upon with the supplier shall be fixed prices. The supplier shall bear the transportation costs, including packaging, insurance and all other taxes and ancillary expenses, unless otherwise expressly agreed upon. Price adjustment clauses and similar shall not be accepted by ratiopharm unless negotiated and agreed upon with ratiopharm in writing in the individual case in question. The place of fulfilment for all deliveries, unless otherwise stipulated in writing, shall be:

PHOENIX Arzneiwarengroishandlung Ges.m.b.H.  
Dietersdorferstrasse 10-18 Top/H  
A-2201 Hagenbrunn.  
Monday-Thursday: 08:00 to 14:00

Delivery shall be made solely on Euro pallets (L 120cm x W 80cm x H 120cm) with only a single batch number being supplied on each Euro pallet (no mixtures!). Opened boxes must be clearly marked with a sticker stating "open".

**3.3** All correspondence from the supplier must be addressed to the ratiopharm department placing the order only.

### **4. Delivery Lead Times**

**4.1** Delivery dates and lead times agreed upon shall be binding on the suppliers.

**4.2** If delays are expected or occur, the supplier shall be required to notify the relevant ratiopharm department thereof immediately and in writing indicating the reasons for such delay and indicating the anticipated delivery date.

**4.3** In the case of early delivery, ratiopharm shall be entitled to either refuse to accept the delivery or to invoice the supplier for any costs incurred as a result of the early delivery, e.g. storage space rental etc. Where the early delivery is accepted, the goods shall only be deemed to have been delivered upon the date agreed for the purposes of calculating payment due dates.

**4.4** In the case of late delivery, ratiopharm shall be entitled to either claim performance and damages due to delay from the supplier or to withdraw from the agreement and claim compensation for non-performance after granting a further grace period of 14 days.

### **5. Packing List and Delivery Documents**

Packing lists and delivery documents must contain at least the following:

- Our order number and product names
- Marketing form (merchandise for sale or sample)
- Batch number and specific expiry date
- Quantity
- Continuous pallet list with pallet numbers and dimensions (LxWxH)

Original copies must be sent to:

ratiopharm Arzneiwaren Vertriebs GmbH  
Albert-Schweitzer-Gasse 3  
A-1140 Vienna

and copies to [Auftragsbearbeitunginvoice@ratiopharm.at](mailto:Auftragsbearbeitunginvoice@ratiopharm.at) by the date of collection of the goods from the supplier at the latest.

## 6. Analysis Certificates

Analysis certificates must document the product's approval for the market and original copies must be sent for each batch, in compliance with EU directives, to:

ratiopharm Arzneiwaren Vertriebs GmbH  
Albert-Schweitzer-Gasse 3 A-1140 Vienna

and copies to [Certificateanalysis@ratiopharm.at](mailto:Certificateanalysis@ratiopharm.at) by the date of collection of the goods from the supplier at the latest.

## 7. Warranty

**7.1** ratiopharm shall not accept any obligations of any kind in respect of inspecting the goods and giving notice of defects. In particular the inspection and notification obligations set out in Sections 377 and 378 of the Austrian Commercial Code [*Unternehmensgesetzbuch*] are hereby excluded. Visually discernible defects in a delivery must be reported by ratiopharm within 30 calendar days of receipt of the goods and all other defects within 30 calendar days following discovery of the defect. In the event of a defect being detected in part of a delivery, the overall delivery shall automatically be deemed defective. All other claims by ratiopharm on the grounds of the defective nature of the delivery (including compensation claims for damage caused by a defect) shall be completely unaffected thereby.

**7.2** Exclusions and limitations of liability on the part of the supplier of any kind, in particular with regard to warranty or compensation, shall not be accepted by ratiopharm except where these have been negotiated and expressly agreed upon in writing with ratiopharm in the individual case in question.

## 8. Quality Audits and Infringements of Property Rights

**8.1** The supplier shall be required to set up and maintain a quality management system, ratiopharm hereby reserves the right to verify the effectiveness of the quality management system on site or to have such checks carried out by a suitable third party commissioned by ratiopharm. In this respect, the supplier shall be obliged to provide all documentation and information required for the performance of such quality audits and shall also grant access to its production facilities for this purpose.

**8.2** If the supplier is not also the manufacturer of the goods ordered by ratiopharm, it shall be required to ensure, through suitable means, that the manufacturer of these goods also complies with the obligations set out in clause 8.1.

**8.3** The supplier shall be liable for any commercial property rights or other third party rights being breached as a result of the delivery or proper use of the items delivered. The supplier shall hold ratiopharm and its customers free and harmless in this respect.

## 9. Invoices and Payments

**9.1** The supplier's invoices must not be included with the delivery. They must be raised as soon as delivery is made successfully and must contain all legally required elements. They must be sent by post and specifying the order number to:

ratiopharm Arzneiwaren Vertriebs GmbH  
Albert-Schweitzer-Gasse 3 A-1140 Vienna  
Intercompany code 616 VAT code  
ATU43929200

and copies to [Auftragsbearbeitunginvoice@ratiopharm.at](mailto:Auftragsbearbeitunginvoice@ratiopharm.at) by the date of collection of the goods from the supplier at the latest.

Any duplicates must be clearly marked as such. The payment term shall only begin to run once written confirmation of proper receipt of the goods, including any necessary approval documentation, is received in writing by ratiopharm.

9.2 Neither payment in full nor part-payment by ratiopharm shall constitute acknowledgement of the correctness of the invoiced delivery.

9.3 The supplier shall only be entitled to offset counterclaims where this has been expressly consented to in writing by ratiopharm.

## **10. Applicable Ethical Standards, Anti-Corruption**

**10.1** The Supplier understands that, as a group company of Teva Pharmaceutical Industries Ltd, ratiopharm must comply with various anti-corruption laws, in particular the Foreign Corrupt Practices Act (FCPA) in the USA and the UK Bribery Act 2010 in the United Kingdom, jointly referred to hereinafter as the "anti-corruption Laws". All of the anti-corruption laws and principles applicable to ratiopharm prohibit the payment, offering, agreeing to or authorising, the payment or transfer of benefits or perks of any kind that might constitute corruption, directly or indirectly, to a Public Official (Section 74 (1) 4a of the Austrian Criminal Code) or any other person when it is known that all or part of a payment, benefit or perk will be offered, given, granted or forwarded to a Public Official. Bribery within business transactions through the payment or transfer of benefits or perks, directly or indirectly, to a private individual with the intention of obtaining or retaining business or a commercial advantage, or of unduly influencing the recipient's conduct, is also prohibited.

**10.2** Within the framework of the legal relationship with ratiopharm, the Supplier shall be required to comply strictly with the applicable Austrian anti-corruption laws and not to undertake any activities whatsoever which might result in ratiopharm directly or indirectly breaching the applicable Austrian anti-corruption laws.

The Supplier shall be obliged to inform ratiopharm immediately if it is found guilty of breaching the FCPA or other anti-corruption laws in any state by a government authority or a court.

The Supplier hereby warrants that no benefits have been or shall be used or accepted by it within the framework of the valid business relationship with ratiopharm and that it has not undertaken, and shall not undertake, any actions that might breach the applicable Austrian anti-corruption laws.

**10.3** The Supplier hereby confirms that all payments and remuneration offered to ratiopharm within the framework of the valid business relationship with the Supplier represent the appropriate market value that is customary in that location for the goods supplied and the services rendered, and that these payments as such have not unlawfully induced the Supplier to perform an official act for ratiopharm's benefit that would be illegal or immoral or which would constitute a breach of fiduciary duty or other obligations.

**10.4** Ratiopharm shall be entitled to terminate a contractual relationship or legal relationship with the Supplier, and all payments connected therewith, or to declare its withdrawal from said agreement where it has reason to believe, in good faith, that the Supplier, or one of its employees, has breached statutory anti-corruption provisions or the present clause 10.

## **11. Advertising**

The supplier may only make reference to the business relationship with ratiopharm in its advertising by prior written agreement with ratiopharm. This shall also apply in particular to any links on the supplier's website to ratiopharm's website.

## **12. Transfer**

**12.1** The supplier shall only be entitled to transfer its rights and obligations, in full or in part, to third parties with ratiopharm's prior written consent.

## **13. Final Provisions, Applicable Law and Court of Jurisdiction**

**13.1** Austrian law shall apply to the exclusion of any provisions regarding selection of the proper law. Application of the United Nations Convention on the International Sale of Goods (Federal Law Gazette 1988/96) is hereby expressly excluded.

**13.2** The courts of Vienna, Austria, where ratiopharm is headquartered, shall have jurisdiction. Ratiopharm shall be entitled, however, to transfer jurisdiction to a different venue, e.g. In the Supplier's location.