

Article 1. Definitions

- In these General Conditions, unless the context otherwise requires;
- (a) "Company" means Boehringer Ingelheim B.V., Comeniusstraat 6, 1817 MS Alkmaar, The Netherlands.
 - (b) "Contract" means the agreement, and all agreements arising from it, for the supply and purchase of the Goods here under, including these General Conditions, the Order and all specifications, attachments, exhibits and documents referenced therein and all conditions thereof, together with any subsequent modifications thereto.
 - (c) "Goods" means any materials, machinery, equipment, goods, articles, items, services and/or work provided for in the Contract and/or Order, including any (digital) documents, drawings, data and the like relating thereto.
 - (d) "Order" means an official written purchase order placed by Company in respect of the Goods and signed by a duly authorised representative of Company.
 - (e) "Specification" means any specifications, plans, drawings, standards, data or other information relating to the Goods referred to in the Order or supplied by Company or agreed between Company and Supplier in connection with the Contract.
 - (f) "Supplier" means the person, firm, company or corporation to whom the Order is issued, or is potentially issued.

Article 2. Applicability

- 2.1 These General Conditions are applicable to all legal relations of Company acting as purchaser or potential purchaser of Goods, including requests, offers and agreements.
- 2.2 Any reference in these General Conditions to any statute or statutory provision shall be construed as a reference to that statute or provision as extended, amended or re-enacted from time to time.
- 2.3 These General Conditions together with the other terms and conditions specified in the Order and any special conditions of purchase ("Special Conditions") agreed to in writing by Company shall constitute the entire agreement between Company and Supplier for the supply of the Goods by Supplier and supersede any provisions incorporated or referred to in Supplier's quotation, sales literature, acknowledgement of order or elsewhere. Where any such other terms and conditions and/or Special Conditions are in conflict with these General Conditions, such other terms and conditions and/or Special Conditions shall prevail.
- 2.4 These General Conditions shall only be deviated from if agreed in writing.
- 2.5 The applicability of any general conditions of Supplier, if any and however they may be entitled, is hereby explicitly rejected..

Article 3. Entry into agreement

- 3.1 Subsequent to a request from Company, Supplier provides a firm offer. They may not be revoked and shall be valid for a period of 90 (ninety) calendar days.
- 3.2 If Supplier's offer is followed by a written Order, the agreement shall be entered into the moment the Order is dispatched by Company. A written Order is a request for supply of Goods offered.
- 3.3 If Company places a written Order without Supplier having provided an offer previously, the agreement shall be entered into either if Company receives the signed copy of the Order confirmation from Supplier within 14 (fourteen) calendar days after the written Order has been dispatched, or, if the Goods are delivered within this period, in accordance with the Order. The agreement shall then be entered into at the time of receipt of the copy of the Order confirmation or at the time of acceptance of the delivery.
- 3.4 In the event that an agreement is entered into verbally, the performance of the agreement shall be postponed until the moment the Order is dispatched by Company.
- 3.5 In case of outline agreements, the agreement shall be entered into every time at the moment the Order for (partial) delivery, within the framework of the outline agreement, is dispatched by Company. In these General Conditions, an outline agreement means a long-term or annual agreement between Company and Supplier in respect of prices and conditions of Goods to be supplied by Supplier, without Company being under an obligation to purchase and Supplier being under an obligation to supply.
- 3.6 As the occasion arises, the procedure referred to in paragraphs 1 to 5 of this article may also take place through email or fax messages which will be considered equal to written documents.

Article 4. Acceptance

- 4.1 The Order is conditioned on Supplier's acceptance of all terms and conditions thereof. Supplier shall be deemed to have accepted and be bound by the Order when it returns the signed Order confirmation form or it commences work on, purchases materials or components for the purpose of the Order and/or delivers any of the Goods ordered or performs any of the services referred to therein or receives any payment thereunder.
- 4.2 If the Order is placed subject to a sample of all or any of the Goods being approved by Company and any sample is not approved, Company may rescind the Contract (or such part of it as it relates to the Goods of which a sample is not approved) without liability on its part by written notice to Supplier.
- 4.3 Company shall not be liable for any damages including for purchase or works undertaken in anticipation of an Order if no Order is subsequently placed by Company or it is rescinded in whole or in part under paragraph 2 of this Article and cannot be held to continue any negotiations.
- 4.4 If Supplier does not confirm in writing his acceptance of the Order and the terms and conditions referred to in paragraph 3 of Article 2 within 14 (fourteen) calendar days of the date of the Order, Company may cancel the Order without any liability on its part.

Article 5. Prices

- 5.1 Unless explicitly specified otherwise in the request and/or Order, the agreed prices are firm and fixed, not subject to any escalation without Company's prior written consent, until final acceptance, denominated in EURO and

exclusive of VAT (Value Added Tax) at the applicable rate where properly chargeable by Supplier.
Prices to be based on the term of "Delivered Duty Paid" (DDP) Alkmaar as the agreed place of delivery, unless explicitly specified otherwise in the request and/or Order.

Article 6. Delivery

- 6.1 For the interpretation of the terms of delivery, the "Incoterms", 2000 edition, published by the International Chamber of Commerce in Paris, shall apply.
- 6.2 Delivery shall be made DDP Alkmaar as the agreed place of delivery, unless explicitly specified otherwise in the request and/or Order, promptly at the agreed date and/or time, or within the agreed period.
- 6.3 Unless "Cost, Insurance and Freight" (CIF) or "Free on Board" (FOB) terms are expressly agreed by Company, the Goods shall be delivered carriage and duty paid and shall be properly packed, addressed and secured by Supplier so as to reach that place in good condition and otherwise in conformity with the Contract. Supplier shall also supply proof of delivery if so requested by Company.
- 6.4 Subject to Company's rights under the Contract, if the Goods are to be delivered or supplied by instalments the Contract will be treated as a single Contract and not as severable.
- 6.5 Each item shall be accompanied by Supplier's delivery note bearing Company's Order and type numbers specifying the quantity and a description of the Goods delivered. Neither Company's acknowledgement of receipt or payment for any Goods shall constitute acceptance of them nor any acknowledgement that they conform with the Contract not even if there is any provision to the contrary in any delivery note or elsewhere.
- 6.6 The time(s) of delivery and completion of the supply of the Goods as specified in the Order is (are) firm and of the essence.
- 6.7 Supplier shall deliver the Goods and complete the supply of the Goods in accordance with the Contract and otherwise perform its obligations thereunder at or by the time specified in the Order, failing which, without prejudice to its other rights, Company shall be entitled to rescind the Contract or any unfulfilled part thereof immediately without any written notice of default being required. Supplier will notify Company immediately of any circumstances, which will or may result in any delay in delivery.
- 6.8 Due to the critical importance of the delivery and completion of the supply of the Goods, the Order is placed on the condition that the delivery and completion times will be strictly adhered to. In the event of late delivery or completion, Company shall, unless explicitly specified otherwise in the Contract, without prejudice to the rights of Company to claim fulfilment of the agreement and without prejudice to the rights of Company under the provisions of Articles 6.7 and 24, be authorised to impose a penalty on Supplier up to a maximum of 5% (five per cent) of the purchase price of the total Order without any warning for each failure by Supplier with regard to the provisions of paragraph 7 of this Article. This penalty shall not replace any damages owing under the law and Company may claim damages in addition to this penalty..
- 6.9 Goods delivered in error or in excess of the quantity called for, may, at Company's option, be returned to Supplier at Supplier's expenses.
- 6.10 If Company requests the other party to postpone the delivery, Supplier shall at no cost to Company store, secure and insure the Goods properly packed and clearly marked as intended for Company.
- 6.11 References to delivery in this Article shall also include partial delivery.
- 6.12 Inspection, checks and/or tests of Goods in accordance with the provisions of Article 10 and 15 shall neither imply delivery nor offtake.

Article 7. Packing

- 7.1 All packaging, boxing and/or crate charges shall be included in the price of the Goods as specified in the Order, unless otherwise specifically agreed to in the Order.
- 7.2 If necessary, the Goods shall be carefully packed, protected and marked properly and shall reach their place of destination in a good condition by normal transport. Supplier shall be liable for damage caused by inadequate packing.
- 7.3 The protection and packaging are deemed to be without value and non-returnable unless otherwise specifically agreed in writing by Company.
- 7.4 Supplier must use its best endeavours to ensure that where appropriate and without affecting the Goods' conformity with the terms of the Order, all materials used in the manufacture of the Goods and the packaging within which any Goods are contained are either reusable or easily recyclable (or, in the case of packaging, returnable) after use.
- 7.5 Company is entitled at all times to return the packing material to Supplier.
- 7.6 Return shipment of packing material shall be for Supplier's account and risk to Supplier's forwarding address.

Article 8. Title and Risk

- 8.1 Title to the Goods shall pass to Company on delivery (but without prejudice to any right of rejection by Company) and risk in the Goods shall remain with Supplier until their delivery to Company has been completed in accordance with the Contract. If any Goods are rejected by Company, risk in those Goods will revert to Supplier on notice of rejection from Company.
- 8.2 Company is entitled to demand that title of the Goods and/or the materials and parts intended for them is passed at an earlier time. Supplier shall then mark the Goods and/or the materials and parts intended for them as the recognisable property of Company and shall indemnify Company against any loss, damage and the exercise of rights by third parties.
- 8.3 Supplier will repair or replace free of charge and within a reasonable time Goods damaged or lost provided Company shall give Supplier written notification of such loss or damage within such time as will enable Supplier to comply with delivery requirements. Company may decide to either return damaged Goods at Supplier's expense and / or deduct the value of such Goods from the respective invoice should repair or replacement be not desired within the given time frame.

Article 9. Ancillary material

- 9.1 Any materials, drawings, calculations, models, moulds, instructions, Specifications and other ancillary material made available by Company or purchased or produced by Supplier for the benefit of the supply to Company, shall remain the property of Company or shall become the property of Company at the time of purchase or production.
- 9.2 Supplier is obliged to mark the ancillary material referred to in paragraph 1 of this Article as the recognisable property of Company, to keep it in a good condition and to insure it at its expense against all risks as long as Supplier acts as the keeper of this ancillary material.
- 9.3 Any ancillary material will be made available to Company at its first request or together with the last delivery of the Goods to which the ancillary material is related.
- 9.4 Any ancillary material used by Supplier in the performance of the Contract shall be submitted to Company for approval upon first request by Company.
- 9.5 Any changes to or deviations from the ancillary material made available or approved by Company shall only be permitted after receipt of the prior written approval by Company.
- 9.6 Supplier shall not use the ancillary material or cause the ancillary material to be used for or in connection with any purpose other than the supply to Company, unless Company has given prior written permission to this effect.

Article 10. Quality and description

Without prejudice to Company's statutory and other rights, Supplier warrants that the Goods shall:

- (a) comply as to quantity, quality and description with the particulars stated in the Order;
- (b) be free from defects in design, materials and workmanship;
- (c) be new, unused and in accordance with and of equal quality to samples, patterns, drawings or Specifications provided by Company or Supplier in connection with the Contract. In the event of any conflict those provided by Company shall prevail;
- (d) be capable of any standard of performance specified by Company in the Order and shall comply in all respects with any Specification;
- (e) be of satisfactory quality and suitable for the purpose for which they are intended or are required and which may be either expressly or impliedly indicated in the Order or otherwise known to Supplier on or before the placing of the Order;
- (f) comply with any legal requirements and other government regulations as well as the requirements of safety and quality standards applied in the line of business, all of which as prevalent at the time of delivery;
- (g) be accompanied by the necessary clear instructions, safety regulations and warnings, certificates, statements, certifications, specifications, drawings, tax data and other documents all in the agreed language (if no language has been agreed in English or in Dutch).

Article 11. Inspection

- 11.1 Before despatch of any Goods under the Contract, Supplier shall carefully inspect and test such Goods for compliance with the Contract (in particular with the requirements of Article 10) and in accordance with any inspection or testing procedures laid down in the Contract. Supplier shall at the request of Company supply to Company a certified copy of the test results.
- 11.2 Without prejudice to the foregoing, Company, or a person or body designated by Company for this purpose, shall be entitled on reasonable notice and at its own expense to attend an inspection, check and/or test of the Goods during the manufacturing process, in storage and during or after delivery to Company for which purpose Supplier shall procure the provision of all such facilities as may be reasonably required by Company.
- 11.3 Supplier shall give access for this purpose to the places where the Goods are produced or stored, and shall give assistance to the inspections, checks and/or tests required, and shall provide the necessary documents and information at its expense.
- 11.4 Supplier shall notify Company well in advance of the time at which the inspection, check and/or test can take place and Supplier is authorised to attend the inspection, check and/or test.
- 11.5 The costs of the inspection, check and/or test are at Supplier's expense. The same applies to re-inspection, re-check and/or re-testing.
- 11.6 If as a result of inspection or testing Company is not satisfied that the Goods will comply in all respects with the Contract and Company so informs Supplier, in writing, within 7 (seven) calendar days after such inspection or testing, Supplier shall take – upon first request and at Company's option – such steps as are necessary to ensure compliance, unless Company prefers to rescind the Contract in accordance with the provisions of Article 24.
- 11.7 If the Goods are rejected during or after delivery, title and risk of the Goods rejected shall be transferred to Supplier from the date of the notification referred to in paragraph 6 of this Article.
- 11.8 If the inspection, check and/or test is dealt with by an independent body, the result of the inspection, check and/or test shall be binding on the parties. The same applies to re-inspection, re-check and/or re-test.
- 11.9 Company's attendance at or carrying out any test or inspection of the Goods shall not be deemed to be acceptance of the Goods or that they comply with the Contract.

Article 12. Approval, Acceptance and Rejection

- 12.1 Any approval or permission granted to Supplier by Company concerning any matter, as referred to in the Contract, including these General Conditions, shall not release Supplier from its obligations under the Contract.
- 12.2 Company shall not be deemed to have accepted any Goods (notwithstanding that it may have paid for them) until:
- (a) Company has had a reasonable period to inspect and test them following delivery or, if later, completion of the supply of the Goods, and has not rejected them;
- (b) Company has not informed Supplier of a complaint with respect to the Goods within 2 (two) months after any latent defect or nonconformity in the Goods has become known to Company.

- 12.3 If following delivery or the purported completion of the supply of the Goods, Supplier replaces, modifies or repairs any of the Goods to make them conform with the Contract any such period, as mentioned in paragraph 2 of this Article, will only commence when the replacement, modification or repair has been completed.
- 12.4 If Supplier shall commit any breach of any of its obligations under paragraph 7 of Article 6 or any of the Goods shall not be in compliance with the Contract or the quantity of the Goods delivered in respect of any consignment shall be less than the quantity due to be delivered, without prejudice to its other rights and whether or not Company has previously required Supplier to repair or modify the Goods or to supply any replacement Goods or accepted some of the Goods, Company may reject the Goods or any of them and return them to Supplier (at the cost of Supplier, any cost or expense incurred by Company in relation thereto to be reimbursed by Supplier on demand) or require Supplier to collect them or rescind the Contract in full or in part without any liability to Supplier in respect of such rescission and, in any such case, recover from Supplier all damages and losses (including without limitation consequential or indirect damages or losses such as lost profits, losses suffered, loss of contracts, missed savings, overhead costs and expenses) incurred by Company arising out of or in connection with such breach and/or the purchase of equivalent Goods from any other person.

Article 13. Transfer

- 13.1 Supplier shall not transfer or otherwise deal with any of its rights and/or obligations under the Contract or in relation to the Contract, to third parties, whether in whole or in part, or any amounts due thereunder, without the prior written permission of Company.
- 13.2 Supplier shall not assign, subcontract, charge or otherwise deal with the fulfilment of its obligations under the Contract or in relation to the Contract, to third parties, whether in whole or in part, or any amounts due thereunder, without the prior written permission of Company.
- 13.3 Company is entitled to attach conditions to its permission.
- 13.4 In urgent cases, and likewise if it has to be reasonably assumed after consultation with Supplier that it will fail to meet, will be late in meeting or will not adequately meet its obligations under the Contract, Company is authorised to demand that Supplier subcontracts the performance of the Contract for its own account and risk to third parties, whether in whole or in part. This shall not release Supplier from its obligations under the Contract. Company is likewise entitled, at its option, to fulfil the obligations of Supplier itself or have these fulfilled by third parties for Supplier's account and risk.

Article 14. Modifications

- 14.1 Company is authorised to demand a modification in the scope or nature of the Goods to be supplied. Company is authorised to make modifications in the drawings, models, instructions, specifications, etcetera, concerning the Goods to be supplied.
- 14.2 If, in the opinion of Supplier, this has consequences for the agreed fixed price and/or the time of delivery, it will notify Company thereof in writing before putting the modification into effect as soon as possible and in any case within 7 (seven) calendar days after the notification of the modification demanded. If, in the opinion of Company, these consequences for the price and/or time of delivery are unreasonable in relation to the nature and extent of the modification, Company is entitled to rescind the Contract by means of a written notification to Supplier, unless this would obviously be unreasonable under the circumstances. Rescission under this paragraph does not give any of the parties the right to compensation for any damage whatsoever.
- 14.3 Supplier is not permitted to make modifications without the written order or permission from Company.

Article 15. Guarantee

- 15.1 Without prejudice to Articles 10 and 21 and Company's other rights, if within 12 (twelve) months of the date of completion of the supply of the Goods to Company or (if later) delivery of the Goods (whether alone or as part of a component in any other product) to the first end user of the Goods or any such product any defect or fault in the Goods shall arise under proper use which is attributable to any defect in the design, manufacture or workmanship of or in any materials used in the Goods or their otherwise not complying with the Contract, Supplier shall with all possible speed and as Company may require replace or repair the Goods and/or re-execute the works or services the subject of the Contract to remedy the defects or faults without cost to Company or refund the price of the Goods.
- 15.2 The provisions of this Article will also apply to any replaced or repaired Goods or re-executed works or services. The warranty period shall start to run anew for these Goods.
- 15.3 The foregoing guarantee shall be without prejudice to any other rights that Company may have against Supplier under the law and/or provisions of the Contract in respect of any breach of the Contract.

Article 16. Payment, invoice

- 16.1 Subject to the provisions of Article 24, Goods must be invoiced in the month of receipt of the Goods by Company. Payment for the Goods shall be made within 30 calendar days after receipt and approval of the invoice.
- 16.2 If Goods are to be delivered by instalments each consignment shall be the subject of a separate invoice. Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Supplier.
- 16.3 Company's Order number and Order line number shall be stated on all invoices and pertaining documents.
- 16.4 Goods shall only be delivered by instalments if so specified in the Order. Where part shipments take place due to the inability of Supplier to make a single consignment on the due date, no additional charge will be made to Company.
- 16.5 No minimum order charge shall be made without Company's written consent.
- 16.6 Company shall be entitled to withhold payment of all or any sums payable by it under the Contract if Supplier shall be in breach of any of its obligations, and

16.7 may set off against any such sums any amount Supplier owes to Company under or in relation to the Contract or otherwise.
Company is authorised to demand that Supplier has an unconditional and irrevocable bank guarantee issued at Supplier's expense by a bank acceptable to Company, in order to provide security for the fulfilment of Supplier's obligations.

Article 17. Secrecy and publicity

17.1 Supplier guarantees secrecy vis-à-vis third parties in respect of all business information, which has come or has been brought to its knowledge in any way, for example, concerning assets, management and other details from Company.
17.2 Supplier is not permitted to duplicate any business information related to the agreement or to allow third parties access to this, except if necessary for the purposes of the performance of the Contract and after receipt of Company's permission in writing, except to the extent required by applicable law and / or in legal proceedings.
17.3 All details, documents and other business information made available to Supplier by Company within the framework of the Contract, shall always remain the property of Company and shall be returned upon first request by Company or not later than upon ending, termination or rescission of the Contract.
17.4 Supplier shall also impose the obligations referred to in this Article on personnel and third parties engaged in the performance of the Contract by Supplier.
17.5 Company is entitled, as the occasion arises, to have secrecy statements signed by Supplier's personnel and by third parties engaged in the performance of the Contract by Supplier.
17.6 No cancellation, ending, termination or rescission of the Contract for whatever reason shall affect the validity of these provisions.
17.7 Supplier shall not publish or make public any reference to the Contract or to Company or to any company affiliated to Company in connection with the Goods, without the prior written permission of Company.

Article 18. Intellectual and other property rights

18.1 Company explicitly retains all its rights in industrial property rights' matters related to Goods supplied to and by Company.
18.2 Supplier guarantees that the use, including resale, of the Goods supplied by it, or of the ancillary material purchased or produced by it for the benefit of Company, shall not result in any violation of patent rights, trade mark rights, model rights, copy rights or any other rights of third parties.
18.3 Supplier indemnifies Company against claims resulting from any violation of the rights referred to in paragraphs 1 and 2 of this Article and shall compensate Company for any damage resulting from any violation whatsoever.
18.4 All drawings, designs, patterns, Specifications, free issue and other materials, tools, equipment and technical information and other data in any medium provided by Company or prepared or obtained by or for Supplier at the cost (whether in whole or in part) of Company in connection with the Contract and all intellectual property rights owned by Company in relation thereto ("Company's Property" which expression includes any part of it) shall belong or continue at all times to belong to Company.
18.5 All of Company's Property shall be held by Supplier at Supplier's risk and be used solely for the purpose of the Contract and not otherwise. Until it is re-delivered to Company or is utilised in accordance with the Contract, Supplier shall keep Company's Property in its possession in good order and condition separate from all other items at Supplier's place of work and stored in a manner that makes it readily identifiable as the property of Company.
18.6 Supplier will on request re-deliver Company's Property (including any copies of or extracts from any information or other data included in Company's Property which may be in the possession or under the control of Supplier) and in any event on completion of Supplier's obligations under the Contract.
18.7 Supplier shall notify Company immediately of any repair, replacement or renewal necessary to any (or any part of) Company's Property for whatever reason. Any such repair, replacement or renewal shall, other than that arising from normal wear and tear, be at the cost and responsibility of Supplier.
18.8 Supplier agrees that if:
(a) he or any other person on his behalf makes or has made any improvements, modifications, additions or other changes ("Improvements") to anything included in Company's Property the intellectual property rights to which belong to Company; and/or
(b) he or any other person on his behalf is to design, create or develop, or has designed, created or developed any of the Goods in any medium or any other thing pursuant to the Contract;
the global copyright, design rights and other intellectual property rights ("the Intellectual Property" which expression shall include any part of it) relating to or arising from any Improvements or such design, creation or development shall belong exclusively to Company and that if or to the extent that the Intellectual Property shall not automatically vest in Company he will on request by Company forthwith procure that he and any such other person shall assign to Company all its right, title and interest in or to all the Intellectual Property in such form and on such terms as Company may require and shall at the request and cost of Company (whether during or after the termination or completion of the Contract) sign and execute all such deeds, instruments and other documents and do all such acts and things as Company may from time to time reasonably require in connection with such assignment and/or to vest the Intellectual Property in Company. Supplier will forthwith provide Company with full details of all Improvements or Intellectual Property made or created by him or any such other person.
18.9 Supplier represents and undertakes to Company that none of the Intellectual Property conceived, originated, developed, produced or made by or on behalf of Supplier will infringe any rights of any third party.
18.10 Supplier shall treat as secret and confidential and shall not (save as required by law or strictly in the proper performance of his obligations under the Contract) at any time for any reason disclose to any person or use Company's Property or the Intellectual Property or any other confidential information

relating or belonging to Company which has or may come into the possession of Supplier as a result of the Contract, except to the extent required by applicable law and / or in legal proceedings. This obligation will not apply to any of Company's Property or Intellectual Property, which is in or comes into the public domain through no fault of Supplier.
18.11 The obligations of Supplier under this Article shall survive the ending, rescission for whatever reason or completion of the Contract.
18.12 Nothing contained in the Contract shall be construed as an obligation to enter into any further agreement concerning the purpose of the Contract or Confidential Information, or as a grant of license to the Confidential Information, other than for the purpose of the Contract.
18.13 If the Goods consist of the development/ amendment of software, Supplier shall, at Company's first request, provide to Company at no extra cost the object code, the source code and all related documentation. All this shall be made available in such a way that Company can use it effectively without further efforts being required.

Article 19. Environment-hazardous substances

19.1 Supplier shall guarantee Company that the Goods offered by it have been produced in conformity with the statutory environmental rules and regulations laid down by the government.
19.2 Before the Contract is entered into Supplier shall report in writing whether the Goods offered and to be supplied contain any environment-hazardous substances that may be released both during normal use and in case malfunctions, repairs, maintenance or calamities or in case of destruction at the end of the life of the Goods concerned.
19.3 If this should be the case, Supplier shall add to the delivery a clear instruction with preventive measures indicating how such release should be prevented. In addition, Supplier shall state the measures that have to be taken to protect Company and third parties against these substances in case of such release.
19.4 For the application of this Article personnel and co-workers of Company are regarded as third parties.

Article 20. Insurance

20.1 Supplier shall at Supplier's cost arrange for proper insurance relating to the Goods, Company's property, and its liability arising from the law, or legal relationship with Company.
20.2 Supplier shall at Supplier's cost insure Company and Supplier with insurers nominated by Company against such public liability, third party liability and other liability risks in connection with the Contract and the Goods, and for such amount and on such terms, as Company may require.
20.3 Supplier will forthwith on request supply Company with any policy of insurance effected pursuant to paragraphs 1 or 2 of this Article and the receipt for the last premium paid in relation thereto, and if Supplier defaults in carrying out any of his obligations under those paragraphs Company may effect such insurance and recover all costs and expenses incurred by it in connection with such insurance from Supplier.

Article 21. Legal Requirements

21.1 Supplier warrants and undertakes that the design, construction, quality and performance of all Goods to be supplied and all work and services to be executed under the Contract shall comply in all respects with all relevant European Union (and national) standards and all relevant requirements of any statute, statutory rule, order, directive, regulation or other instrument having the force of law and any applicable codes of practice which shall be in force from time to time when the same are supplied or executed including (but not limited to):
(a) legislation implementing and related to any EU product directive relevant to the Goods;
(b) all instruments having the force of law and codes of practice relating to packaging, labelling and carriage of hazardous goods.
21.2 Supplier warrants and undertakes to Company that:
(a) in the event of any Goods being subject to legislation implementing any EU product directive:
(i) those Goods will carry the appropriate CE mark; and
(ii) Supplier will produce to Company on or before the acceptance of the Order a copy of the applicable EU declaration of conformity, certified as a true and complete copy by Supplier.
(b) It will provide in writing to Company at or before delivery of any Goods, full details of all potential hazards relating to the transportation, handling or use of any Goods.

Article 22. Indemnity

22.1 Supplier shall indemnify and hold harmless Company and third parties fully and effectually from and against any and all actions, claims, threatened claims, demands, proceedings, damages and losses (including without limitation consequential or indirect damages or losses such as lost profits, losses suffered, loss of contracts, missed savings, overhead costs and expenses), liabilities, costs, charges and expenses directly or indirectly brought against or incurred by Company or third parties arising in whole or in part from or in connection with:
(a) any breach or non-performance or not proper performance by Supplier of any provision of, or any act or omission (including without limitation negligence) of Supplier or its servants or agents in connection with, the Contract;
(b) any of the Goods or their importation, use, sale or other disposal infringing or being alleged to infringe any intellectual property rights of any third party;
(c) any fault or defect in the Goods, due to which it does not provide the safety which one is entitled to expect, causing or contributing to the death of or any injury to any person or any loss or destruction of or damage to any property or other thing.
22.2 For the application of this Article personnel and co-workers of Company are regarded as third parties.

Article 23. Interest

- 23.1 If any sum payable to Company is not paid on the due date then, without prejudice to Company's other rights and remedies, Supplier shall be liable for Dutch statutory interest on the outstanding amount until full payment is received without any written notice of default being required.
- 23.2 Interest as referred to in paragraph 1 of this Article will accrue daily and be payable after -as well as before- judgement.

Article 24. Termination and rescission

- 24.1 Company is authorised at all times to terminate the Contract prematurely by means of a written notification to Supplier, provided that it includes a statement of the reason(s). Supplier shall discontinue the performance of the Contract immediately on receipt of the written notification. Company and Supplier shall consult each other about the consequences of such termination.
- 24.2 In the event that:
- (a) Supplier makes any arrangement or composition with its creditors or takes any other steps with a view to the restructuring of its debts;
 - (b) A suspension of payment in respect of Supplier is applied for or granted, or a petition for Supplier's bankruptcy is filed, or Supplier is declared bankrupt, or if Supplier is a natural person applies for debt relief;
 - (c) Supplier's control over its assets is lost or restricted in any other way;
 - (d) Supplier is in whole or in part wound-up, liquidated or dissolved, or Supplier merges or is split up or a decision to that effect has been taken, or if Supplier is a natural person, Supplier dies;
 - (e) Supplier commits any breach of any of the provisions of the Contract (express or implied);
 - (f) Supplier ceases to carry on business, transfers them to another country or threatens to do either of those;
 - (g) A change occurs in the natural person or legal entity with the power to direct the management and policies of Supplier whether that power is exercised through the ownership of voting shares, by contract or otherwise;
 - (h) Supplier is notified by Company that Company reasonably apprehends that any of the events specified in sub-paragraphs (a) - (g) above is about or likely to occur; and/or
 - (i) Any event analogous to the events referred to above occurs with respect to Supplier under the laws of the jurisdiction in which Supplier has its principal office;
- Company shall be entitled, without prejudice to its other rights and remedies (including its accrued rights), to rescind the Contract or the balance of the Contract with immediate effect by written notice to Supplier without any liability whatsoever to Supplier and without any further notice of default being required.
- 24.3 Supplier shall on demand fully and effectually indemnify Company in respect of all costs and expenses (including without limitation all legal fees) incurred by it in or in connection with the preservation and/or enforcement of Company's rights and remedies under or in relation to the Contract.
- 24.4 All existing or future claims, which Company may have or acquire against Supplier in the above cases, shall become immediately due and payable.
- 24.5 If Supplier appeals to non-accountable failure, Company is entitled to rescind the Contract in accordance with the provisions of this Article.

Article 25. Applicable law and disputes

- 25.1 The Contract shall be governed by and be construed exclusively in accordance with the laws of the Netherlands. The provisions of the United Nations Convention on Contracts for the international Sale of Goods do not apply.
- 25.2 All claims and disputes and legal proceedings between parties (including those which are regarded as such by only one of the parties) that may arise from or in connection with the Contract shall be submitted to the exclusive jurisdiction of the competent courts in Alkmaar, the Netherlands.
- 25.3 The submission to the jurisdiction of the court referred to in paragraph 2 of this Article shall not limit Company's right to institute proceedings against Supplier in any other court of competent jurisdiction.

Article 26. Miscellaneous

- 26.1 The various provisions of the Contract are separable and if any provision shall be held to be invalid or unenforceable in whole or in part by any court of competent jurisdiction or any other competent authority such invalidity or unenforceability shall not affect the other provisions of the Contract or, as the case may require, the remainder of the relevant provision.
- 26.2 Any variation of any provision of, and any addition to, the Contract shall only be valid if evidenced in writing and signed by an authorised representative of Company.
- 26.3 Any time or indulgence given by Company to Supplier will not in any way prejudice any of Company's rights or remedies in respect of the Contract, and any waiver by Company of any breach of any provision of the Contract by Supplier must be in writing signed by an authorised representative of Company, and no such waiver shall be deemed to be a waiver of any subsequent breach of the same or any other provision of the Contract.
- 26.4 Company shall not be liable to Supplier or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations under the Contract if the delay or failure is attributable to any cause outside Company's reasonable control.
- 26.5 Whenever "written" or "in writing" is used, it shall also mean by fax, email, Electronic Data Interchange, internet or by means of any other electronic medium, except for invoices for which this paragraph is not applicable.
- 26.6 All extra-judicial costs, which expressly include costs relating to the drafting and sending of demand letters, the conduct of settlement negotiations and the performance of any other acts relating to the preparation of possible legal proceedings, and all judicial costs which Company is obliged to incur as a result of non-performance by Supplier, shall be borne by Supplier.

Article 27. Social security contributions

- 27.1 Company is entitled to pay to Supplier turnover tax, social security contributions and / or payroll tax owed by Supplier in connection with the Contract and for which Supplier is jointly and severally liable by law, by transferring the payments to Supplier's guarantee account which is kept by Supplier for this purpose.
- 27.2 Without prejudice to the provisions of paragraph 1 of this Article, Company shall at any time be entitled to pay the turnover tax, social security contributions and / or payroll tax owed by Supplier pursuant to its legal relationship with Company on Supplier's behalf directly to the social security benefits administration agency UUV and / or the Tax collector and / or to collect such contributions and / or tax on Supplier's behalf.
- 27.3 If Company has paid the turnover tax, social security contributions and / or payroll tax owed by Supplier or its subcontractors (if any), Supplier must reimburse Company for the amount paid, plus interest, costs and fines.

Supplementary Conditions applicable to the performance of the Contract on behalf of Boehringer Ingelheim B.V.

Article 28. Applicability

- 28.1 These Supplementary Conditions are applicable to all requests, offers and agreements in which Company gives Orders to Supplier to perform services, to execute Orders or to contract for work.
- 28.2 In addition to these Supplementary Conditions, the General Conditions are applicable to the aforementioned requests, offers and agreements, unless they are departed from in the Supplementary Conditions or otherwise explicitly or through the nature of the Articles.
- 28.3 For the purposes of the Supplementary Conditions, the personnel of Supplier shall also mean third parties engaged in the performance of the Contract by Supplier.

Article 29. Personnel, equipment and materials

- 29.1 Any personnel engaged in the performance of the Contract by Supplier shall meet the special requirements laid down by Company and, where these are not laid down, the general requirements of craftsmanship and expertise.
- 29.2 If, in the opinion of Company, the personnel are insufficiently qualified, Company is authorised to order the removal of this personnel and Supplier is obliged to provide replacement without delay, taking into account the provisions of paragraph 1 of this Article.
- 29.3 Supplier shall provide all materials and equipment, including tools, to be used in the performance of the Contract.
- 29.4 Company is authorised to inspect and test all materials and equipment to be used by Supplier in the performance of the Contract, and to identify any personnel engaged in the performance of the Contract by Supplier.
- 29.5 If, with the inspection or test referred to in paragraph 4 of this Article, the materials and equipment to be used by Supplier in the performance of the Contract are rejected by Company, whether in whole or in part, Supplier is obliged to provide replacement of the materials and equipment rejected without delay.

Article 30. Sites and buildings of Company

- 30.1 Before starting the performance of the Contract, Supplier shall acquaint itself with the circumstances on the sites and in the buildings of Company where the work is to be carried out and which may influence the performance of the Contract.
- 30.2 The costs arising from delays in the performance of the Contract, caused by the circumstances referred to above, are for Supplier's account and risk.

Article 31. Environment-hazardous substances

- 31.1 In case of maintenance, repairs or demolition by Supplier waste products shall be discharged separately and dumped, stored or destroyed demonstrably with due observance of the statutory laws, rules and regulations laid down by the government.
- 31.2 Article 19 of these General Conditions shall apply mutatis mutandis.

Article 32. Work on the sites, in the buildings of Company

- 32.1 Supplier shall ensure that the personnel employed by it on the sites or in the buildings of Company is provided with the necessary access permits in compliance with the prevalent regulations.
- 32.2 Supplier shall ensure that its presence and the presence of its personnel on the sites and in the buildings of Company shall not cause hindrance to the undisturbed progress of the work of Company and third parties.
- 32.3 Before starting the performance of the Contract, Supplier and its personnel shall acquaint themselves with the contents of the rules and regulations prevalent on the sites and buildings of Company and laws, rules and regulations concerning safety, health and environment, and they shall act in compliance with these.
- 32.4 A copy of the aforementioned rules and regulations shall be made available by Company to Supplier without delay at its request.