



GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

**MSD Pharma Hungary
Korlátolt Felelősségű Társaság**

Effective as of February 5, 2024

1. Definitions

The following capitalized terms as used in the following terms and conditions, whether used singular or plural shall have the meanings set forth below:

- 1.1 **Affiliate** shall mean (i) company or other organization in which fifty (50) percent or more of the voting stock or ownership is directly or indirectly owned by the Buyer; or (ii) company or other organization that directly or indirectly owns fifty (50) percent or more of the voting stock or voting ownership in the Buyer; or (iii) company or other organization that directly or indirectly controls or is controlled by a company or organization defined in (i) or (ii).
- 1.2 **Agreement** shall mean the contract entered into by and between the Buyer and Supplier, incorporating the General Terms and Conditions, the Buyer's Purchase Order or the Specific Agreement.
- 1.3 **Buyer** shall mean MSD Pharma Hungary Kft (registered seat: 1095 Budapest, Lechner Ödön fasor 8; company registry number: Cg.01-09-903998).
- 1.4 **Code** shall mean the MSD's Business Partner Code of Conduct as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>
- 1.5 **General Terms and Conditions** shall mean these general terms and conditions to be used by the Buyer related to purchase of Goods and/or Services from the Supplier.
- 1.6 **Goods** shall mean the types of goods, material or other items described in the Purchase Order, or in the Specific Agreement.
- 1.7 **Specific Agreement** shall mean a separate agreement concluded by and between the Parties related to purchase of Goods and/or Services from the Supplier irrespective of the fact that the Parties concluded the separate agreement before the date when the General Terms and Conditions entered into force.
- 1.8 **Party/Parties** shall mean the Buyer or the Supplier individually or together.
- 1.9 **Purchase Order** shall mean the order sent by the Buyer to the Supplier related to purchase of Goods and/or Services [attached as Annex 1 hereto].
- 1.10 **Services** shall mean all of the activities, services, obligations, duties requirements and responsibilities described in the Purchase Order or in the Specific Agreement.
- 1.11 **Supplier** shall mean the legal entity or natural person named in the Purchase Order from whom Goods and/or Services are being purchased by Buyer.
- 1.12 **Certificate of Completion** shall mean the document acknowledging the Supplier's performance in conformity with the Agreement.

2. General

- 2.1 The General Terms and Conditions form an integral part of and are applicable to every Purchase Order and Specific Agreement (if any) concluded by and between the Buyer and the Supplier, and to every and all documents prepared by the Parties related to the Purchase Order and Specific Agreement (if any).
- 2.2 The Agreement includes all the terms agreed upon by the Parties and supersedes any previous terms and conditions, agreements, contracts, customs or practice agreed, referred to, offered or relied on by the Parties, whether in negotiation or at any other

time in the dealing between the Buyer and the Supplier, with reference to the Goods or Services. Any and all customs considered generally applicable and widely known by parties to similar contracts do not apply to the Agreement.

- 2.3 The general terms and conditions of the Supplier are not part of the Agreement, regardless of whether they were expressly rejected by the Buyer or not unless the Buyer confirms their acceptance in writing to the Supplier.
- 2.4 Amendments to the Agreement are only binding if agreed by the Parties in writing.
- 2.5 If there is a conflict between the provisions of the Purchase Order or the Specific Agreement and of the General Terms and Conditions, the provisions of the Purchase Order and the Specific Agreement shall prevail.

3. Conclusion of the Agreement

- 3.1 Purchase Orders are sent in writing or in text form (via letter, fax or email) or from the COMET System to the Supplier along with the General Terms and Conditions. Purchase Orders, additions, and changes issued orally or by phone must be confirmed in writing or in text form (via letter, fax or email) in order to be binding.
- 3.2 The Supplier may accept the Purchase Order and the General Terms and Conditions immediately in writing or in text form (via letter, fax or email) to conclude the Agreement. If the Buyer does not receive an acceptance of the Purchase Order within three (3) working days from the submission of the Purchase Order to the Supplier, the Buyer will no longer be bound to the Purchase Order. The Parties may also conclude the Agreement by signing a Specific Agreement in addition to the General Terms and Conditions.
- 3.3 Unless otherwise agreed by the Parties the Agreement enters into force on the day of acceptance of the Purchase Order by the Supplier, or on the day of conclusion of the Specific Agreement.
- 3.4 Until the performance under the Agreement the Buyer may request changes regarding the performance by the Supplier. If this is accepted by the Supplier, the consequences of such changes, especially regarding additional or reduced costs and time or place of performance, shall be appropriately mutually agreed upon.
- 3.5 Unless otherwise agreed by the Parties the Buyer does not accept partial performance of the Goods and / or the Services from the Supplier.

4. Price and Payment

- 4.1 The Buyer shall pay the Supplier in consideration for the Goods and/or Services ordered by the Buyer a price set forth in the Purchase Order or in the Specific Agreement. Down payments and installment payments are made only if specifically agreed to in writing. Unless the Parties otherwise agree, the prices stated in the Purchase Order of the Buyer are in [EUR/HUF] and exclude all taxes and levies and includes all other costs required for the due performance of the Supplier, and qualifies as fixed prices unless agreed otherwise by the Parties.
- 4.2 Invoices of the Supplier shall be issued for the Buyer and shall be in compliance with the relevant Hungarian legal provisions. The invoices together with a copy of the Certificate of Completion duly signed by the Buyer shall be sent to the Buyer and shall include the Purchase Order number of the Buyer.

4.3 Payments are made by the Buyer within ninety (90) days from the receipt of the invoice via bank transfer to the bank account of the Supplier indicated on the invoice.

4.4 The Buyer is entitled to offset its claims. The Supplier may not offset its claims disputed by the Buyer, and may not withhold the performance of any of the obligations under the Agreement.

5. **Delivery of Goods and Rendering Services**

5.1 The dates and deadlines specified in the Purchase Order or the Specific Agreement for the delivery of Goods and rendering Services are binding. If no other deadline is specified, the Goods and/or Services shall be provided within eight (8) days/weeks after the Agreement entered into force.

5.2 If the deadline referred in Section 5.1 cannot be met by the Supplier, it must notify the Buyer in writing or in text form immediately and provide the Buyer with the new deadline. The Buyer may accept the new deadline in three (3) days after receiving the notification.

5.3 If the Buyer does not accept the new deadline stipulated in Section 5.2, it may cancel the Purchase Order and / or withdraw from the Specific Agreement at any time.

5.4 In case of delay the Buyer may claim from the Supplier a delay penalty of [0.2%] of the price set forth in Purchase Order or the Specific Agreement per day.

5.5 The Buyer may cancel the Purchase Order or withdraw from the Specific Agreement in case of delay of at least thirty (30) days. The Buyer reserves the right to further claims including but not limited to damage claims related to the delay, however the delay penalty shall be deducted from the damage claims. In the case of mutually agreed changes in the delivery time, the delay penalty also applies to the newly agreed delivery time.

5.6 The Supplier shall deliver the Goods to the address and/render the Services at the address showed in the Purchase Order or in the Specific Agreement.

6. **Transfer of Ownership and Risks**

The ownership rights and the risks associated with the delivery of Goods and/or rendering Services will remain with the Supplier and shall transfer unencumbered and unconditionally to the Buyer when the duly signed Certificate of Completion is issued by the Buyer.

7. **Packaging of Goods**

7.1 The Supplier must mark the Goods as to be delivered to the Buyer, store them safely. The Supplier will neither provide or exhibit the Goods to third parties, nor grant third parties access to the Goods, except with the Buyer's prior written consent.

7.2 Each packaging is clearly marked with a shipping label on the outside clearly showing the Purchase Order number and the delivery address. Multiple cartons on the Purchase Order shall be marked as 1/2, 2/2 etc. Each Packaging shall mention its weight (gross, tare, net) in a legible and non-removable way.

7.3 The Supplier will ensure that the Goods are properly packaged and secured and (where the Supplier arranges for shipment) shipped in such manner that when transported they reach the place of delivery in good condition and can be unloaded from the shipping vehicle safely. The Supplier is responsible for its own compliance and

the compliance of carriers contracted by or on behalf of the Supplier with national, international and/or supranational provisions relating to packaging, safety and shipment.

8. Inspection of Goods

- 8.1 The Buyer shall check the Goods for any quantity or quality deviations or defects within maximum of three (3) working days from the time of delivery. The inspection regarding the quantity of the Goods shall take place based on the delivery note prepared by the Supplier. If there are no quantity or quality deviations or defects, the Buyer shall provide the duly signed Certificate of Completion to the Supplier.
- 8.2 Objection in relation to the quantity or quality deviations or defects shall be noted in a protocol drawn up by the Buyer, which shall be sent to the Supplier within the deadline stipulated in Section 8.1. Any claim arising from the deviations or defects regarding the quantity or quality of the Goods shall be fulfilled by the Supplier within three (3) working days after the receipt of the protocol from the Buyer.
- 8.3 For concealed deviations or hidden defects the deadline stipulated in Section 8.1 shall start on the day of discovery of the deviations or defects.
- 8.4 If the Goods require being put into operation the Supplier will do so and execute the trial run to discover any malfunction and/or defects in relation to the Goods. The Supplier shall also hand over all certification, authentication, letter of guarantee, know-how, plan, and all necessary information relating to the Goods to the Buyer at the time of delivery of the Goods.
- 8.5 The Buyer shall issue a duly signed Certificate of Completion to the Supplier if the conducted trial run does not discover any defects or faults and the Supplier hands over all documents listed in the Section 8.4 to the Buyer.
- 8.6 If the Supplier does not fulfil the claims listed in the protocol according to Section 8.2 within the time stipulated thereof the Buyer is entitled, at the expense of the Supplier to take the necessary actions itself or to have such actions performed by third parties in order to eliminate the defects or deviations; or to withdraw from the Agreement and claim for damages.
- 8.7 All additional costs resulting from the failure of the Supplier to comply with instructions or from faulty performances by the Supplier shall be borne by the Supplier.
- 8.8 The provisions of Section 8 do not affect the statutory warranty rights of the Buyer under Hungarian law.

9. Standard of Services

- 9.1 The Supplier shall devote its best effort to efficiently perform the Services with care, skill and diligence as requested by the Buyer.
- 9.2 At its sole discretion and at any time the Buyer shall be entitled to review the Services requested. If the Services are in accordance with the provisions of Agreement, the Buyer shall provide the duly signed Certificate of Completion to the Supplier.
- 9.3 The Supplier shall staff each Service with professional, well-trained and knowledgeable staff whose background and experience best suit the requirement of services. The Supplier shall have sole responsibility for the supervision and monitoring of any of its staff.

10. **Warranty**

10.1 The Supplier warrants that the Goods and Services are

- i) new, of good quality and are free of any hidden defects;
- ii) in compliance with the relevant laws, regulations, standards;
- iii) entirely in accordance with the Buyer's requirements, specification, conditions, drawings, samples, operational requirements and/or other information provided by the Buyer;
- iv) free of design flaws;
- v) are complete and suitable for the business purpose and use indicated in the information provided by the Buyer; and
- vi) do not infringe any intellectual property right of third parties, this also in regard to the aforesaid business purpose and use, and that the Supplier is the owner of the intellectual property rights and holds sufficient rights to transfer the Goods free of obligations towards third parties.

10.2 In reference to the Goods, Supplier warrants that the provisions of the Hungarian law have been met and that all approval documents required by governmental institutions have been obtained and will be provided to the Buyer, that the Goods meet the requirements of the safety and quality standards generally maintained within the sector in question, and that the Goods will be provided with the approvals and certificates for use and they will be accompanied, in so far as necessary for the health and safety of persons or property, with the necessary and clear operating instruction, safety instructions and warning.

11. **Indemnification, liability**

11.1 The Supplier shall indemnify and hold the Buyer (and any other Affiliate of the Buyer) harmless from and against any and all loss, damage or expense (including without limitation reasonable attorneys' fees) that may be sustained or incurred as a result of

- (i) any actual or alleged negligent or willful act or omission of the Supplier of any of its employees, agents or subcontractors;
- (ii) any actual or alleged violation by the Supplier or any of its employees, agents or subcontractors of any law (including without limitation labor, social security, tax laws and laws against unfair competition);
- (iii) any actual or alleged failure of the Supplier to obtain required consents, authorizations, approvals or releases for use of the promotional materials or any infringement by any promotional material of any law (including without limitation labor, social security, tax laws and laws against unfair competition, patent right, copyright, trade secret right or other proprietary rights of any third party);
- (iv) any failure of the Supplier to perform any of its obligations under the Agreement.

11.2 To the fullest extent permissible by law, the Buyer shall not be liable for any punitive, indirect, consequential, incidental or exemplary damages or any indirect or consequential loss regardless of whether arising from negligence, breach of contract, warranty, strict liability or otherwise, except the liability for death or personal injury or health damage and the liability for willful breach of contract.

12. **Force Majeure**

Neither the Supplier nor the Buyer will be obligated to perform their respective undertakings as set forth in the Agreement if the inability to do so is caused by circumstances that are outside of their control. In such circumstances, the obligations of the Party that cannot fulfill its undertaking are postponed for the period during which force majeure is said to apply. This presumes that all reasonable efforts have been made to fulfill the obligations of the Agreement and requires that the Party's postponed obligations are fulfilled as soon as possible after the force majeure situation ceases.

13. **Insurance**

The Supplier represents and warrants to have subscribed an appropriate insurance policy to cover its liabilities under the Agreement and will provide the Buyer with a copy of the certificate of insurance upon request. The Supplier shall notify the Buyer in writing of any changes in the insurance coverage (including without limitation cancellation, non-renewal or material modification of the policy) within three (3) working days after the change takes place.

14. **Confidentiality**

14.1 The Supplier undertakes to keep confidential all facts and circumstances regarding the Buyer of which it is informed of in connection with the performance of Goods and/or Services, particularly in terms of all business and trade secrets and know-how, to keep the information and documents received secret, and to only make use of such information in the context of the business relationship with the Buyer. Furthermore, this confidentiality applies to all results in connection with the performance of the Agreement, even if they are not reported to the Buyer, as well as the prepared financial statement and project reports.

14.2 Confidential Information can only be disclosed to third parties upon the prior written consent of the Buyer. The disclosure of confidential information to employees and officers is permitted only to the extent it is required for the performance of the Supplier's contractual obligations towards the Buyer. The Supplier shall impose the commitments it has made to maintain confidentiality on all persons or companies to whom confidential information or services from the Agreement are entrusted.

14.3 The foregoing shall not apply to information

- (i) that was known to the Supplier before received them from the Buyer;
- (ii) that was developed by the Supplier independently without recourse to or use of the information of the Buyer;
- (iii) that the Supplier has lawfully obtained from a third party, who to the knowledge of the Supplier did not have a confidentiality obligation towards the Buyer, and that the third party in turn did not obtain this information by a violation of protection provisions in favor of the Buyer;
- (iv) that became known to the Supplier without any breach of these provisions or any other existing provisions on the protection of the operating and business secrets of the Buyer or were public knowledge; or
- (v) that must be disclosed by the Supplier due to the instructions of legal authorities, governmental agencies or courts. In this case, the Supplier must inform the Buyer prior to the disclosure and must limit the scope of such disclosure.

14.4 The aforementioned provisions also apply after the termination of the Agreement.

15. **Data protection**

15.1 The Parties shall comply with all applicable data protection and privacy laws, rules and regulations, as amended from time to time, including without limitation the Hungarian Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and the EU Data Protection Directive 95/46/EC with respect to the collection, use, storage, transfer, modification, deletion, disclosure and/or any other type of profession of any personal information under the Agreement.

15.2 The Buyer may use and transmit (either in hand copy or electronically) personal information, to Merck & Co., Inc. Rahway, NJ U.S.A. and/or any and all of its Affiliates or agents worldwide to keep track of Buyer's interactions with the Supplier, its employees and principals including in countries that do not have a law protecting these types of data. The Buyer may also disclose personal information as required by regulatory agencies or otherwise under applicable laws. Upon request, the Supplier, its employees and principals can exercise the rights of access, rectification and erasure.

15.3 Any documentation or data relevant to activities performed, including without limitation must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data/documentation.

16. **Publicity**

Each Party agrees not to advertise or otherwise disclose to others the existence or the terms of the Agreement. Furthermore, each Party agrees not to use or reference in any advertising, sales promotion, press release or other communication, any direct or indirect reference to the other party (for the Buyer this also covers any reference to any of its Affiliates) or its products (including without limitation name, logo, trademark, trade name, picture, etc.) without the prior written consent of the other party. Any media interaction by the Supplier in connection or relating to the contractual relationship between the Parties shall require the prior written consent of the Buyer.

17. **Intellectual Property Rights and Other Rights of the Buyer**

17.1 Nothing in the Agreement or in the business relationship between the Parties shall constitute or be construed as granting the Supplier any property right, license or any other right or interest in any information made available by the Buyer to the Supplier in the course of the business relationship or in any trademarks, patents, copyrights or other intellectual property rights owned by the Buyer or its Affiliates. The Supplier recognizes the validity of the title in the information made available by the Buyer and the trademarks, patents, copyrights and any other intellectual property rights owned by the Buyer or any other company directly or indirectly controlled by its Affiliates, whether registered or not.

17.2 New intellectual property rights for the Goods manufactured by the Supplier for the Buyer as part of the Agreement, as well as any improvements and additions thereto, shall accrue to the Buyer or be transferred to the Buyer. In so far as the transfer of such rights any further action, the Supplier will cooperate with the transfer of these intellectual property rights upon the Buyer's first request.

17.3 The Buyer reserves any and all rights (including but not limited to copyright and user rights) related to all items provided by the Buyer to the Supplier (such as illustrations,

descriptions, promotional materials, information and resources etc.). Third parties shall not be informed about the items without the express prior written consent of the Buyer. The Supplier shall return the items to the Buyer which are no longer required for the due performance under the Agreement.

18. Independent Parties

When performing the obligations set forth in the Agreement, the Supplier must always act as and be considered as an independent party in relation to the Buyer. Nothing in the Agreement shall be interpreted as the Supplier or any of its employees, agents or administrators being considered an employee, joint venture partner, agent or partner of the Buyer.

19. Subcontracting and Assignment

19.1 The Supplier shall not involve subcontractor in performing its obligations under the Agreement without the prior written consent of the Buyer. In this case, the Supplier shall at all times be responsible for the performance of the Agreement or part thereof by such subcontractor.

19.2 Neither party may assign to any third party, transfer or otherwise dispose of this Agreement in whole or in part or any of its rights or obligations thereunder, without prior written consent of the other party. The Buyer however may transfer or assign in whole or in part any of its rights or its obligations under the Agreement to any company which is Affiliate of the Buyer without the Supplier's written consent. Any purported or attempted assignment in violation of this section shall be null and void.

20. Conflict of Interest

The Supplier undertakes to disclose to the Buyer without delay any and all circumstances existing at the time of issue of the Purchase Order and concluding the Specific Agreement or arising at any time during the term of execution thereof and involving the Supplier or any of its Affiliates, which might constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Supplier shall cease to render Services and/or deliver Goods to the Buyer if requested to do so. The Buyer shall be entitled to cancel the Purchase Order and withdraw from the Agreement with immediate effect without indemnity upon written notice to the Supplier.

21. Term and Termination of the Agreement

21.1 The Agreement remains in force until the contractual performance of Goods and / or Services or the Agreement is terminated as described below.

21.2 Either Party reserves the right to terminate the Agreement in writing with immediate effect in the event of serious breach of contract by the other Party. Serious breach of contract shall mean the violation or breach of one or more provisions of the Agreement including but not limited to:

- (i) obligations regarding the supervision and monitoring by the Supplier stipulated in Section 9.3;
- (ii) provisions regarding the certificate of insurance stipulated in Section 13;
- (iii) confidentiality provisions stipulated in Section 14;
- (iv) publicity provisions stipulated in Section 16;

- (v) ethical business practice requirements stipulated in Section 22;
- (vi) audit requirements stipulate in Section 23.

21.3 The Buyer may terminate the Agreement in writing with immediate effect upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the Supplier, or upon the failure by the Supplier for more than fifteen (15) days to take steps to oppose the initiation of such actions against it.

21.4 Termination of this Agreement shall be without prejudice to any other rights the Parties may have under the Agreement or under applicable law.

22. Ethical Business Practice

22.1 The Buyer endeavors to hold itself and its suppliers to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management system and conduct of business in an ethical manner. Without limiting any of Supplier's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in the Agreement, the Supplier agrees that it will abide by letter and spirit of the Code.

23. Audit

23.1 The Supplier agrees that it will provide all documentation reasonably requested by the Buyer to demonstrate compliance with the Code. In the event of a conflict between the obligations in this section and the Code, on the one hand, and any other provision in the Agreement, on the other hand, such other provision of the Agreement shall control (but only to the extent of the conflict).

23.2 The Buyer reserves the right, in its sole discretion, to audit Supplier's operations, books and records to ensure compliance with the Code for the period of two (2) years following the termination of the Agreement. The Buyer will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. The Supplier shall acknowledge receipt of such notice and will confirm the date on which the audit will occur within fourteen (14) days after receipt of such notice. The Buyer or its third-party auditor may interview Supplier employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in the Agreement.

23.3 If an audit identifies a non-conformance by the Supplier with the Code, the Supplier will promptly take corrective action to remedy the non-conformance. The Buyer reserves the right to approve all corrective actions. Corrective actions shall be implemented by the Supplier at Supplier's expense. The Buyer will endeavor, whenever practicable, to work with the Supplier to remedy the issue and put in place a corrective action plan.

23.4 If the Supplier refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this Agreement, at law or in equity, the Buyer reserves the right to terminate the Agreement in the event the Supplier fails to cure such refusal or failure within ninety (90) days after written notice of the Buyer.

24. Headings

The headings used in the General Terms and Conditions are intended to facilitate reading of the General Terms and Conditions and are in no way intended to affect the content of any section or any right or obligation of the Parties.

25. Amendment

The Buyer may at any time amend the General Terms and Conditions unilaterally. Amendments shall be applied to Purchase Orders after the effective date of such amendment.

26. Invalidity

Should any of the General Terms and Conditions become in whole or in part invalid, the remaining provisions shall remain in force and be binding upon the Parties. In such instance, the Buyer will be authorized to replace the invalid or non-binding part by valid provision that is the closest to the aim of the General Terms and Conditions and the invalid provision, and the economic effect of which match those of the invalid provision.

27. Notices

All notices that either Party is required or may serve upon the other Party shall be in writing and may be served personally, or by priority mail service, certified and return receipt requested, or via facsimile transmission addressed as specified in the Purchase Order.

28. Applicable Law and Resolution of Disputes

28.1 All legal relationships between the Buyer and the Supplier are governed by the laws of Hungary, with the exclusion of the Vienna Sales Convention (CISG).

28.2 In the event of any controversy or claim arising from or in connection with the General Terms and Conditions or the Purchase Order or the Agreement whatsoever – including but not limited to the breach, termination, validity, interpretation of the General Terms and Conditions-, the Parties shall try to settle such conflict amicably between themselves. Should they fail to agree within thirty (30) days from the commencement of negotiations, the Parties shall submit the matter to the Permanent Court of Arbitration operating at the Hungarian Chamber of Commerce and Industry in Budapest, Hungary, in accordance with its own Rules of Proceedings effective as of May 30, 2014. The arbitration proceedings shall be conducted before a panel of three (3) arbitrators, two (2) arbitrator selected by each of the Parties and the third arbitrator selected by the other two (2) arbitrators. The venue of the arbitration proceedings shall be Budapest, Hungary and the language of such proceedings shall be English. The decision of the Arbitration Court shall be binding on the Parties and there shall be no appeal or other judicial challenge against it.