

February 2, 2024

Terms and Conditions: http://www.msd.com/policy/termsfuse/procurement_terms_conditions.html

Terms and Conditions

1. **Obligations between the parties:** This Purchase Order shall be deemed accepted and, hence shall become a binding contract for the Purchaser, hereinafter called MSD, and the Supplier the very moment at which the Supplier acknowledges its reception, and if the Supplier at the moment of such acceptance, or later on includes any clause opposing the terms set forth by MSD, such clause will have no value, therefore considered to be null.
2. The terms and conditions of the Purchase Order may only be modified in written form and include the authorized signatures from MSD and the Supplier.
3. **Guarantees:** The supplier guarantees that the items are of good quality, free from any defects, whether these be patent or latent, both regarding material as well as labor; It also ensures that the items are free trade and in compliance with the required specifications. Whenever chemicals are included, they must comply with the laws and regulations of the Republic of Panama and the United States of America including, but not limited to, the Federal Food and Drug Administration as well as the laws and regulations in the country where the Provider resides or is domiciled unless specified otherwise by MSD.
4. **Ownership:** The Supplier warrants that has legitimate right of property over all products to be supplied; thus has a legitimate right to sell them. The Supplier also warrants that all products are free of duties and legal claims.
5. **Inspection:** All goods are subject to prior inspection and testing; MSD has the right to reject within the ten (10) business days following to delivery of the goods, any defective good or not in accordance with the specifications outlined in this Purchase Order, as well as those goods which quantity exceeds by more than 10% the amount requested by MSD in this Purchase Order, by giving written notice of the reasons for returning the goods to the Supplier. All rejected goods shall be held at the expense and risk of the Supplier, and all handling and transportation expenses incurred when returning the goods shall be assumed by the Supplier. When payment for invoice has been made prior to inspection in order to qualify to cash discounts or for any other reason, this will not leave without effect MSD's right to obtain refund of the value for rejected goods by the way that unilateral and exclusively MSD decides, which may be through direct reimbursement or credit note.

6. Third party liability: If the fulfillment of a Purchase Order requires work to be carried out by the Supplier and/or his contractor on MSD's property, the aforementioned work must be executed by the Supplier and/or his contractor in such a careful way as to avoid any damage to the property. The supplier frees MSD of any obligation to the workers conducting the work in question, and accepts full responsibility for any material or personal accident, or any complain in agreement with the laws of the Republic of Panama, risks the Supplier is obliged to cover through the appropriate insurance policies.
7. Confidentiality: The Supplier enforces himself to maintain as secret and confidential all information disclosed by MSD to the Supplier, any branch office, or related company to the other Party, and to reveal not such information to any other third party besides governmental entities which has to be contacted to obtain the approval or registration of Products subject of this Purchase Order.

The obligations here in contracted as a result of this Purchase Order will not apply to any information which, at the moment of its disclosure be of public domain or which, at the time of its disclosure date be already in possession of the disclosing Party (excluding if previously disclosed by the not disclosing party or any of its branches) and said possession be properly documented by the disclosing party in his written records, and has not been set available to the disclosing party by any one person who has a confidentiality agreement with the not disclosing party or any of his branches. The confidentiality obligations set forth in this Purchase Order shall survive the termination, expiration or cancellation by any other mean of this Purchase Order, for a minimum of 5 (five) years from the effective termination or cancellation date of the present Purchase Order.

8. Publicity: It is strictly forbidden to the Supplier to publish or disseminate information related to MSD, its name, or any of their products, on brochures, magazines, newspapers or any form of written communication, radio or television, or use or make references to the name, trademarks or MSD's logos for any purpose, especially advertising, without the previous written consent from MSD which specifically contemplates this kind of communication.
9. Ethics and Commercial Practices: The Supplier commits himself to develop its activities observing and complying at all times with the laws of the Republic of Panama, and furthermore with the norms and the Code of Conduct of Merck Sharp & Dohme (I.A.) Corp, Merck & Co, Inc. Rahway, NJ USA, which we invite you to visit at the following link:
<http://www.msd.com/about/how-we-operate/code-of-conduct/values.html> In this spirit the Supplier:

- a. Recognizes that MSD corporate practices require that the Supplier activities be carried out in accordance with the letter and spirit of the aforementioned laws, therefore the Supplier commits himself to comply at all times with the legislation in force in the country where the Supplier resides or is domiciled, and the general rules governing commercial ethics.
 - b. Will make no payment, either direct or indirect in cash, goods or any other way, to any person or entity, if such payment has as a goal to influence the behavior, actions or decisions of such persons or entities, as related to this document, or MSD business, unless the aforementioned payment be the direct compensation for legitimate and lawfully services in accordance with national and international laws, particularly the laws of the United States of America which regulate this matters inside and outside of its territorial jurisdiction including, but not limited to the Foreign Corrupt Practices Act, 1977 (FCPA); and
 - c. Agrees that all transactions the Supplier have to make, related to this Purchase Order, will be properly registered in its books and other accounting records, and will be available for any audit of the transactions arising from this Purchase Order.
 - d.-. The Supplier declares and assures to MSD that it complies with the professional requirements needed by Law to fulfill with the professional services object of the present contract and promise to comply with the procedure and criteria recognized in the profession and professional ethics.
10. Failure to comply with delivery dates, the quality and the quantity of the goods contained in the Purchase Order will empower MSD of his own right to terminate the Purchase Order without any further claim or compensation to the Supplier.
 11. The Supplier and MSD accept that there is no relationship of any dependency between the Supplier, its employees, its partners and agents, and MSD

The Supplier expressly accepts its responsibility as employer regarding the persons members of its staff, for every legal aspect that may take place, reason enough for the Supplier to be responsible to indemnify MSD for any labor dispute raised against the latter by those persons related to the work that they perform, and as long as MSD has responsibility in the emergence of conflicts with the employee, in which case the Supplier will be held co responsible with MSD.

Both parties recognize the non existence of a labor relationship between MSD and the Supplier's personnel, reason enough for the Supplier to be solely accountable for the timely, accurate and faithful fulfillment of the obligations imposed by law and regulations to the Supplier in its character of employer.

12. Every invoice submitted by the Supplier regarding the concepts established in this Purchase Order will be issued on behalf of MSD Central America Services S. De R. L. and shall comply with all the requirements set by law.
13. MSD will pay to the provider within a ninety (90) days period from the date of receipt of the invoice, as long as a different period is not stipulated in the previous part of this Purchase Order.
14. Force Majeure: Neither party will be held liable for failure or delay to comply with any obligation contracted under this Purchase Order if such failure or delay is due to Force Majeure beyond the reasonable control of such party, including but not limited to war, embargo, rebellion, insurrection, civil commotion, fire, floods or any other natural disaster, lack of fuel availability, lack of labor, containers, transportation facilities, navigation accidents, breakdown or damage of vessels or other means of air, land or maritime navigation; strike or other labor disturbs, government restrictions; or any other reason beyond the control of such party; in the understanding, nevertheless, that the non compliant party: (i) as soon as possible, will inform the other party of the occurrence of the circumstances which have prevent or delay the compliance of its obligations; and (ii) will put its bests effort to eliminate, remedy or overcome such causes and resume compliance of the Purchase Order as soon as possible.
15. Divisibility: If any of the provisions set forth in this Purchase Order becomes invalid or otherwise considered to be separated from this Purchase Order, all other provisions of this Purchase Order will remain in full force.
16. Cession: This Purchase Order may be conceded in part or as a whole by MSD, without previous consent from the Supplier. In all other cases, this Purchase Order can not be transferred or conceded by the Supplier without the written consent from MSD.
17. Totality of the Purchase Order: This Purchase Order contains the totality of the agreement reached between the parties regarding the subject of this document. This Purchase Order substitutes and cancels every previous agreement, negotiations, compromises and understandings regarding the subject of this document, whether oral or written.
18. Headings: The headings designated to the articles and sections of this Purchase Order will serve for illustrative purposes only and will not set limits to the scope and applicability of those articles and sections in any way.

19. Intellectual Property: This Purchase Order does not grant the Supplier any right of ownership over the trademarks or commercial names of any of MSD products, nor any information belonging to MSD. The Supplier shall promptly notify MSD of every case of infringement to the intellectual property of MSD that the Supplier be aware of.
 20. Law and jurisdiction: This Purchase Order will be governed and interpreted in conformity with the laws of the country in which the Supplier is domiciled, with no references to rules of conflicting laws.
 21. Kindly indicate your Purchase Order on your invoice. Invoices will be received daily from 9:00 a.m. until 5:00 p.m. at MSD central office.
 22. Payments by check will be handed out Tuesdays from 8:15 a.m. to 11:45 a.m. and Fridays from 1:00 pm to 4:45 pm according to established payment dates.
 23. The terms and conditions of payment related with each negotiation will only be negotiated by the Acquisitions Department, according to local policies.
 24. All Purchase Orders must include the applicable taxes.
 25. Every Supplier which operates with our company must know and conduct in accordance to our business code of conduct, therefore we kindly ask you to follow the following link in order to gather information on the subject:
<http://www.msd.com/about/how-we-operate/code-of-conduct/values.html>
 26. In witness of all of the above, the Supplier and MSD accept the conditions herein set out and will confirm via e-mail to lilia.toro@msd.com within twenty-four (24) hours, otherwise the terms and conditions of the Purchase Order will be considered as accepted in full.
 27. In testimony to all the above, the Supplier and MSD accept the conditions set out in this and confirmed via email to lilia.toro@msd.com within twenty-four (24) hours, otherwise the terms and conditions of the Purchase Order shall be deemed accepted in full.
 28. Any material derived from humans ("human material") must have all the necessary approvals, consents and / or authorizations for the collection, use and / or transfer of human material as provided for in this purchase order by MSD without obligation to those who contributed the human material. The SUPPLIER must submit the documentation of such consents and authorizations at the request of MSD.
- (a) Data Integrity. Any documents or information relevant to the activities undertaken, including without limitation any documentation GMP, must be attributable, original, accurate, legible, complete, controlled and recoverable, and secure from handling or

intentional or unintentional loss. These elements are necessary throughout the retention period for such data and / or documentation