

GENERAL TERMS AND CONDITIONS
PURCHASE OF GOODS AND SERVICE
Merck Sharp & Dohme Scientific Office, Riyadh, Saudi Arabia
*Effective as of February 1,
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 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
 - 1.2 Buyer shall mean Merck Sharp & Dohme Scientific Office, The Business Gate, Building 3, Airport Road, Exit 8, P.O. Box 17098, Riyadh 11484, Saudi Arabia.
 - 1.3 Force Majeure shall mean any circumstance, event or cause not within party's reasonable control including without limitation:
 - 1.3.1 Acts of God, flood, drought, earthquake or other natural disaster;
 - 1.3.2 Epidemic or pandemic;
 - 1.3.3 Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking-off of diplomatic relations;
 - 1.3.4 nuclear, chemical or biological contamination or sonic boom;
 - 1.3.5 collapse of buildings, fire, explosion or accident
 - 1.4 General Terms and Conditions shall mean these general terms and conditions that governs govern relationships relating to the provision of goods and/or services between the Buyer and the Supplier
 - 1.5 Goods shall mean the types of goods materials or other items described in the Purchase order/ or the Agreement.
 - 1.6 Purchase order shall mean the order sent by the Buyer to the Supplier related to purchase of Goods and/or Services
 - 1.7 Services shall mean all of the activities, services, obligations, duties requirements and responsibilities described in the Purchase Order or in the Specific Agreement
 - 1.8 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.
2. General
 - a) The General Terms and Conditions form an integral part of and are applicable to every Purchase order and the 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 Agreement (if any).

- b) The Agreement includes all the terms agreed upon 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 any other time in the dealing between the Buyer and Supplier, with reference to the Goods or Services. Any and all customs considered applicable and widely known by parties to similar contracts do not apply to the Agreement.
- c) Amendments to the Agreement are only binding if agreed by the Parties in writing.
- d) If there is a conflict between the provisions of the Agreement and of the General Terms and Conditions, the provisions of the Agreement shall prevail
- e) Purchase orders are sent from the COMET System to the Supplier along with the General Terms and Conditions.
- f) Unless otherwise agreed by the Parties, the Agreement enters into force on the day of the acceptance of the Purchase Order by the Supplier, or on the day of the conclusion of the Specific Agreement.

3. Validity

- a) Payments by the Buyer arising from and in connection with purchase, work, and service contracts shall be made exclusively in accordance with the following terms and conditions (hereinafter the "Terms and Conditions"). Deviating terms and conditions, in particular the general terms and conditions of the Supplier will not be part of the Agreement, regardless of whether they were expressly rejected by the Buyer or not.
- b) In cases where individual agreements have been entered into between the Buyer and the the Supplier, these shall take precedence. These agreements and any changes, additions, or cancellation of agreements between the Buyer and the Supplier, as well as these Terms and Conditions must be in written form in order to be valid.
- c) Should any of these Terms and Conditions in whole or in part become invalid, then the validity of the remaining provisions shall remain unaffected thereof.

4. Formation of the Agreement

- a) Contracts are legally binding only a) when executed by the Buyer in writing. Any additions and/or amendments agreed between the Parties must be confirmed in writing in order to be binding.
- b) If the Supplier does not object in writing within one week from receipt of the Purchase Order of the Buyer, then at the end of this period, the Purchase Order shall be considered accepted under the Terms and Conditions described herein. Within this time period, the Purchase Order may be revoked by the Buyer without the Supplier being entitled to damages or other claims, except if the Supplier has accepted the Purchase Order in writing.
- c) Until the fulfillment of the Purchase Order by the Supplier, the Buyer is entitled, for operational reasons and to the extent of what can reasonably be expected of the Supplier, to request changes regarding the execution of the Purchase Order by the Supplier. The

consequences of such changes, especially regarding additional or reduced costs and time of performance, shall be appropriately agreed upon by mutual written agreement.

- d) The Supplier is only authorized to have the services or parts thereof performed by third parties upon prior written consent of the Buyer.
- e) If the Supplier becomes insolvent after the conclusion of the Agreement or if bankruptcy proceedings have been initiated concerning its assets, then the Buyer has the right - without prejudice to any other claims - to immediately terminate the Agreement.

5. Delivery time and Delay

- a) The dates and deadlines specified in the Purchase Order for the provision of services are binding. If no delivery time is specified, then the goods and/or services must be provided within (ten (10) business days following the time at which Agreement effective date. Relevant is the access to the goods and/or services at the Buyer or at the location specified by the Buyer.
- b) The Supplier shall immediately notify the Buyer in writing if circumstances arise or become apparent, due to which the agreed delivery time cannot be met. In this case, the Supplier must also state the expected length of the delay.
- c) In case of failure to comply with the agreed delivery time, the Supplier shall be in default without a reminder. In case of a delay in the performance, the Buyer is entitled, at its discretion, to demand from the contractor a penalty. The contractual penalty is limited to a maximum of 5% of the total value of the delayed performance. The Buyer reserves the right for further claims; however the contractual penalty shall be deducted from further damage claims. In the case of mutually agreed changes in the delivery time, the contractual penalty also applies to the newly agreed delivery time.

6. Performance of Services

- a) The Services/Goods shall be provided only upon receipt of the Buyer's PO for the Services/Goods indicated in the respective Specification. PO shall be sent to the Supplier via email in PDF format. PO shall be a guarantee of payment by the Buyer of any invoice issued by the Supplier during the validity hereof. The Buyer shall be entitled not to pay Supplier's invoices and bears no liability in this regard in case:
 - the Buyer did not send PO for the services invoiced by the Supplier;
 - the Supplier did not indicate PO number in its invoice.
- b) The Services shall be performed by the Supplier with the necessary care.
- c) Unless expressly agreed otherwise in writing, deliveries of goods will take place DDP (Incoterms 2010) to the following address: Merck Sharp & Dohme Scientific Office, The Business Gate, Building 3, Airport Road, Exit 8, P.O. Box 17098, Riyadh 11484, Saudi Arabia.
- d) The locations for the performance of other Services is also the address mentioned in paragraph 6 b) herein above, unless expressly agreed otherwise in writing.

- e) In case of delivery of goods, the associated risk shall transfer to MSD upon receipt and acknowledgement of the goods. In case of other services, for which an acceptance process takes place, the risk is transferred to MSD upon acceptance.
- f) The commercially proper packaging of goods is provided by the Supplier. Deliveries shall be accompanied by at least duplicate packing slips, which also indicate the contents of the shipment and the Buyer's order number.

7. Prices, Terms of Payment

- a) The price stated in the issued order is binding and encompasses, unless explicitly excludes, the VAT, all services and additional services of the Contractor and incidental expenses (e.g. for packaging and transport). Down payments and installment payments are made only if specifically agreed to in writing.
- b) Invoices shall be sent to the Finance department of the Buyer and shall include the order number of the Buyer and that of the Supplier.
- c) Buyer shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) calendar days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any PURCHASE ORDER, or in the agreement signed with the Supplier, payment shall be made in accordance with those terms and conditions.
- d) The payment shall be made by bank transfer.
- e) Buyer is entitled to offset and retention within the statutory scope. In the event of poor performance, Buyer is especially entitled to withhold payment in accordance with the proportional value until proper fulfillment. Set-offs or the exercise of a right of retention by the Supplier due to counterclaims that are disputed or have not been legally established is excluded. The exercise of a right of retention by the Supplier is also excluded to the extent that the counterclaims do not rest upon the same contractual relationship.
- f) The Supplier is only authorized to transfer its claims from orders of the Buyer in whole or in part to third parties upon prior written consent of the Buyer. In connection with services, Buyer is entitled to transfer the rights and obligations, in particular to affiliated companies.

8. Impairment of Performance, Defects, Liability

- a) In the event of impairment of performance and defects in connection with the provision of services by the Supplier, the Buyer has the unlimited legal rights according to the following provisions.
- b) When purchasing goods, Buyer shall check the goods within a reasonable time of receipt for any quality or quantity deviations. The claim is on time as long as it is received by the contractor within a period of five working days, starting with the receipt of the goods, or, for concealed defects, starting with the time of detection.

- c) The liability period for defects shall be in accordance with the statutory provisions. If an acceptance procedure is carried out for the service, the period of limitation starts at acceptance.
- d) If the Supplier does not comply with the statutory subsequent performance in case of defects within a reasonable time set by the Buyer, then 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.

9. Compliance with Laws

- a) Supplier shall, and shall cause each of its officers, directors, employees, contractors, temporary workers, subcontractors, agents and other representatives (collectively, "Representatives") to carry out all activities hereunder in compliance with all applicable laws, regulations, rules, requirements, ordinances, directives and other requirements of local Saudi authorities (individually, a "Law" and, collectively, "Laws"). Contractor acknowledges that it is Buyer's intention that all activities hereunder shall comply with all applicable guidelines established by applicable pharmaceutical, healthcare, consumer products and pharmaceutical industry associations and organizations, as the case may be, and all Laws applicable to the conduct of scientific, educational and other activities applicable to the Services to be performed hereunder. Supplier is not authorized to, and contractor agrees it will not knowingly, take any action in the name of or otherwise on behalf of the Buyer or any of its affiliates which would violate any of the foregoing. Supplier shall notify the Buyer if it becomes aware of any noncompliance with any such Laws by contractor or its Representatives, or any of them.
- b) Supplier represents and warrants that it is, and agrees that at all times during the Term it shall be, authorized to conduct its business in each country, state and locality in which it must be so authorized to perform the Services hereunder and under each order.

10. Rights of Use

- a) Should the usage and property rights for the service not already lie with the Buyer, then these rights, in particular all transferable copyrights and other authorizations for the publication, reproduction, and recovery of the services provided by the Supplier, including all conceivable legal positions on ideas, drafts, and designs, shall transfer to the Buyer at the time of delivery to the Buyer or - in cases in which no delivery can be made (for example, because the delivery is not of a physical nature) - at the time at which the service provision is completed. The transfer is unlimited as to place, time, purpose, or in any other manner. It includes the right of change and further transfer to third parties and is independent of whether any copyright or other rights regarding these works have been incurred by the Supplier.
- b) The Supplier shall not use the services performed for the Buyer, in particular ideas, concepts, and creations, for other clients in the same or a modified form, without the prior written consent of the Buyer. The Supplier also agrees to reach agreement on this provision with freelancers.
- c) The transfer of rights described under clause 10 (a) herein above is fairly compensated with the payment to the Supplier.

11. Force Majeure

- a) 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.

12. Confidentiality/Return of Documents

- a) The Supplier undertakes to maintain confidentiality regarding all facts and circumstances regarding the Buyer of which it becomes aware in connection with the provision of goods/services, particularly in terms of all business and trade secrets, 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 clause applies to all results in connection with the performance of the contract, even if they are not reported to the Buyer, as well as the prepared financial statements and project reports.
- b) The confidential information mentioned in clause 13 (a) herein can only be disclosed to third parties upon 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 implementation 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 contract are entrusted.
- c) The foregoing shall not apply to information (i) that was known to the Supplier before it 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 has lawfully obtained from a third party, who to the knowledge of the Contractor 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/state agencies, or courts. In this case, the Supplier must inform the Buyer prior to the disclosure and must limit the scope of such disclosure as much as possible.
- d) The aforementioned obligations also apply to the period after the termination of the Agreement.
- e) Documents provided by the Buyer shall remain the property of the Buyer and must be returned by the Supplier to the Buyer without request at the end of the Agreement. Bookkeeping documents are not affected by this provision.

- f) Any documentation or data relevant to activities performed, including without limitation any GMP documentation, 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.
- g) The Supplier shall advertise its business relationship with the Buyer only upon prior written consent of the Buyer.

13. Publicity

- a) 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 is also covers any reference to any of its affiliates) or its products (including without limitation name, logo, trademark, trade name, picture, etc.) without prior written consent of the party. Any media interaction by the Supplier in connection or relation to the contractual relationship between the Parties shall require the prior written consent of the Buyer

14. Miscellaneous

- a) MSD endeavors to hold itself and its contractors 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 systems and the conduct of business in an ethical manner. Without limiting any of the contractor's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in these Terms and Conditions, including without limitation its obligations under the general rules of the law hereof, the Contractor agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at <http://www.MSD.com/about/how-we-operate/code-ofconduct/home.html>.
- b) The Contractor agrees that it will provide all documentation reasonably requested by MSD 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 these Terms and Conditions, on the other hand, such other provision of these Terms and Conditions shall control (but only to the extent of the conflict).
- c) MSD reserves the right, in its sole discretion, to audit the Contractor's operations, books and records to ensure compliance with the Code. MSD 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 Contractor shall acknowledge receipt of MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview the Contractor's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in these Terms and Conditions.
- d) In the event an audit identifies a non-conformance by the contractor with the Code, the Contractor will promptly take corrective action to remedy the non-conformance. MSD

reserves the right to approve all corrective actions. Corrective actions shall be implemented by the Contractor at the Contractor's expense. MSD will endeavor, whenever practicable, to work with the Contractor to remedy the issue and put in place a corrective action plan.

- e) In the event the Contractor 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 contract, MSD reserves the right to terminate this contract in the event the Contractor fails to cure such refusal or failure within 90 days after written notice from MSD.
- f) All legal relationships between the Buyer and the Supplier are subject to Saudi law.
- g) Exclusive jurisdiction for all disputes arising from or in connection with a contract shall have the competent Courts of Saudi. However, the Buyer is entitled to file suit against the Supplier at its place of business.
- h) Without limiting any of the Supplier's other obligations hereunder and without limiting any of the express warranties or obligations agreed to elsewhere in these Terms and Conditions, including without limitation its obligations hereof, the Buyer expects the Supplier will abide by the letter and spirit of MSD's Supplier Performance Expectations, 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>. In the event of a conflict between the obligations in this section (h) and MSD's Supplier Performance Expectations, on the one hand, and any other provision in these Terms and Conditions, on the other hand, such other provision of these Terms and Conditions shall control (but only to the extent of the conflict).