



UCB Celltech – (the UK registered branch of UCB Pharma S.A.)  
UCB Pharma Ltd  
208 Bath Road, Slough, Berkshire, SL1 3WE, England

## GENERAL PURCHASING CONDITIONS

### 1. DEFINITIONS

“We” UCB Celltech or UCB Pharma Ltd as applicable (“UCB”).

“Supplier” means seller who accepts this order for products, materials or services.

“Goods” means the products, materials or services, which the Supplier is to supply to UCB.

“Invoice” means the Supplier’s invoice accepting UCB’s order for the Goods.

“Contract” means the contract between Supplier and UCB for the sale of Goods comprising only these conditions of purchase and the Invoice.

### 2. ORDERS

Orders made verbally must be confirmed by a formal purchase order. A confirmation of the purchase order has to be returned by Supplier within five working days, failing which, the terms and conditions of the purchase order are deemed to be accepted.

### 3. DELIVERY TERM

The delivery dates mentioned on the purchase order are to be respected. Unless expressly indicated otherwise by us, the dates mentioned will be the dates of arrival of the Goods at our premises. In the event that delivery dates are not respected, we reserve the right to claim damages.

Moreover, in the event of failure to deliver Goods, either partially or totally, within 8 days from the delivery date indicated by us, we reserve the right to cancel the orders or part of the orders not yet delivered, by giving an 8-day notice, by registered mail, without prejudice to our right to claim for damages for non-performance.

### 4. DISPATCH – NOTICE OF DISPATCH

The terms of dispatch will be detailed in our purchase order.

### 5. PACKING

Unless otherwise provided for in the price remittance or on the notice of dispatch, all packing will be considered as lost. Nevertheless, if agreed upon in writing that packing material will be invoiced, the packing material will be returned to the Supplier against a credit note for the value invoiced.

### 6. PLANS AND DESIGNS

If supplied by us, all plans, designs, prototypes, gauges and other materials will be returned to us upon delivery of the Goods, they remain our sole property and will neither be divulged nor reproduced without our consent.

### 7. INSURANCE

Save provision to the contrary, insurance will be provided by the Supplier and/or the carrier company, notwithstanding the chosen incoterm. Related costs are at the Supplier’s expense.

### 8. RECEIPT, ACCEPTANCE AND GUARANTEE

Unless as otherwise agreed upon, the receipt and acceptance of the Goods will take place at our premises, or our designated distribution centre for promotional materials.

The Goods shall remain at the risk of the Supplier until delivery is complete (including off-loading and stacking if applicable) when ownership of the Goods shall pass to UCB.

In the event of non-conformity of the Goods delivered to the specifications indicated in the order or to the quality of a sample accepted by us, we reserve the right to return the Goods to the

Supplier, at the latter’s expense, without prejudice to our right to claim for damages.

The Suppliers warrant that all Goods and spare-parts shall be delivered without any apparent or hidden defect in their composition, manufacture or performance. All Goods supplied will have to be in accordance with all usual security standards and all statutes, rules and standards in force in England, European directives and EU norms.

The Suppliers will be solely responsible for any and all cost resulting from any and all necessary changes, reparations and / or replacements of non-conforming deliveries.

The Suppliers will be responsible for the payment and will hold us harmless against any direct or indirect damages, costs, losses and any other expenses incurred pursuant to the use of any patented apparatus, machinery, or part of it, or processes incorporated in the Goods delivered.

### 9. INTERNAL RULES

All Suppliers or service providers are expected to comply with all internal rules as well as any Health, Safety and Environmental procedures of UCB (of which a copy is available on request).

### 10. INVOICES AND PAYMENTS

Save provisions to the contrary, the Goods supplied will be invoiced on acceptance and the invoices will become due and payable 60 days following the end of the month of the invoice.

### 11. GENERAL CONDITIONS OF PURCHASE

In the absence of a negotiated contract, these conditions of purchase as well as the particular conditions expressed on the purchase order will govern any and all purchases.

Unless accepted in writing by us, the conditions of sale as provided for on the confirmation of purchase order, Invoice or other documents emanating from the Suppliers will be considered as null and void.

### 12. LAW AND DISPUTES

The construction, validity and performance of all Contracts shall be governed by the laws of England and any claim or dispute arising therefrom shall be subject to the jurisdiction of and be determined by the English courts. The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or remaining provision thereof.

### 13. FORCE MAJEURE

We shall not be liable to the Supplier for failure to accept delivery of the Goods resulting from any breakdown of the plant or apparatus, fire, explosion, accident, strike, lock-out or any other event or cause beyond its control.

If the Supplier fails to perform any part of this order by reason of any event or cause specified in the preceding sub-clause, we may at our discretion suspend or cancel the delivery of the Goods and / or the performance of this order without any liability to the Supplier for payment. In the event, we shall be able to recover from the Supplier such sums of money expended by us in connection with this order.