

Terms & Conditions
[FOR Germany & Austria]

Preamble

The following Terms & Conditions govern and apply to your use and/or reliance upon this ADVANZ PHARMA AVEP website (*hereinafter referred to as the "Site"*) maintained by ADVANZ PHARMA International Sàrl including its wholly owned subsidiaries (*together, referred to as "ADVANZ PHARMA"*) – in collaboration with IHMA Europe Sàrl – for the ordering of Research Use Only (RUO) materials for pathogens susceptibility testing (*hereinafter referred to as the "Materials"*).

Use of this Site for the ordering of the Materials is subject to the Terms and Conditions set forth herein which form a contract between you and ADVANZ PHARMA, and further subject to all applicable laws, statutes, and/or regulations. By registering for enrolment and completion of the request form (*hereinafter referred to as the "Request Form"*) on the Site for ordering the Materials, you accept these Terms & Conditions and the provision by ADVANZ PHARMA of the Materials under the conditions below.

This having been set out, it has been settled as follows:

1. Purpose, Restrictions of Use

These Terms and Conditions define the conditions of the ordering by you - the Healthcare Institution (*hereinafter the "Orderer"*) - of the Materials by ADVANZ PHARMA of the Materials upon express request of the Orderer via the Request Form on the Site (*hereinafter the "Order"*). The Materials are provided only to Healthcare Institutions and **exclusively for the purpose of general epidemiological research**. Such research is to enable the ordering Healthcare Institutions to use the tests for internal research projects within the meaning of MEDDEV 2.14/2, inter alia for research on the pathogens and microorganisms generally present in their specific patient population and to evaluate potential antibiotic resistances for the general benefit of their patient population.

The Orderer will not (i) use or pass on the Materials for any other purposes, in particular not for treatment related diagnoses of individual patients, (ii) issue prescriptions based on test results derived from the Materials or (iii) for any other specific medical purpose for individual patients. The Orderer will instruct its personnel accordingly and have the Materials exclusively made available to and handled by its personnel responsible for this task, in particular its microbiological research department or any equivalent function.

The Materials are not CE-marked, but clearly labelled and marketed as 'Research Use Only' (RUO) products. The Orderer acknowledges this fact and will bear any risk and liability resulting from any use of the Materials outside the RUO scope.

The Orderer confirms that it is authorized to issue a donation receipt under applicable tax law and will provide such receipt to ADVANZ PHARMA in writing.

2. Data Privacy

2.1. In respect of any personal data disclosed by the Orderer and/or its personnel in connection with the use of this Site and/or the submission of an Order, ADVANZ PHARMA shall comply fully with its obligations under applicable privacy and data protection laws and in particular shall access and process such personal

data for purposes connected with the execution of Orders and in accordance with ADVANZ PHARMA's Privacy Notice which is available at <https://www.advanzpharma.com/privacy-policy>. In particular, the Orderer acknowledges and shall procure that its personnel are informed about ADVANZ PHARMA holding and processing personal data relating to them for legal, administrative and management processes and in particular for the following purposes:

2.1.1. transfers of value in accordance with the EFPIA Code of Practice as the same may be amended from time to time and as implemented locally in accordance with applicable national codes; and

2.1.2. processing of information relating to any criminal proceedings in which its personnel has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

2.2. In respect to personal data disclosed pursuant to above clause:

2.2.1. The Orderer acknowledges and confirms that its personnel are informed about ADVANZ PHARMA making such personal data available to its affiliates, those who provide products or services to ADVANZ PHARMA (such as advisors), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of ADVANZ PHARMA (or its affiliates) or any part of its business; and

2.2.2. The Orderer acknowledges and confirms that its personnel are informed about the transfer of such personal data to ADVANZ PHARMA's affiliates and business contacts outside of the UK, EEA or applicable country in order to further its business interests.

2.3. In respect of personal data disclosed to the Orderer in connection with this Agreement (and whether disclosed by ADVANZ PHARMA, its affiliates, data subjects or otherwise), the Orderer will comply fully with the obligations of applicable privacy and data protection requirements, and in particular shall:

2.3.1. take all reasonable technical and organisational measures to protect the personal data against unauthorised or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage;

2.3.2. at all times keep in confidence such personal data and shall not disclose any personal data to any third party without ADVANZ PHARMA's prior written consent;

2.3.3. have access and shall process to the personal data only on written instructions of ADVANZ PHARMA; and

2.3.4. except as required for the execution of Orders, not retain any copy, abstract, precis or summary of any of the personal data.

2.4. The Orderer shall promptly and within the timescale specified by ADVANZ PHARMA, take all steps required and communicated in writing to it by ADVANZ PHARMA that ADVANZ PHARMA reasonably considers are necessary in order to comply with ADVANZ PHARMA's own obligations under applicable privacy and data protection laws.

2.5. The Orderer shall promptly notify to Advanz Pharma in writing and take reasonable steps to protect and recover personal data if it becomes aware of any unauthorised, unlawful or dishonest conduct or activities or any breach of the terms of these Terms & Conditions relating to personal data.

3. Representations and Warranties

The Orderer and ADVANZ PHARMA (*hereinafter the “Parties”*) hereby declare and confirm that any Order is concluded independently from any business transactions and decision in relation to ADVANZ PHARMA’s products and that the Order is meant for a collective purpose of supporting healthcare and care given to patients by supporting the Orderer’s epidemiological research activities. It shall not grant, directly or indirectly, any individual benefit to healthcare professionals and in any way constitute for the Orderer an inducement to, or reward for recommending, promoting, prescribing, purchasing, supplying, selling, administering or taking any decisions favorable to any medicinal products of ADVANZ PHARMA or its affiliates.

Therefore, the Orderer declares and guarantees that:

- The request and order of the Materials do not infringe any applicable legal/regulatory provision or internal rule of the Orderer and that any required authorization and/or formality have been obtained or performed.
- the Orderer will be the sole beneficiary of the Order provided by ADVANZ PHARMA under these Terms & Conditions and it will not grant, directly or indirectly, any individual benefit to one or more healthcare professionals.
- the Orderer will use the Materials for collective purpose only and the use of the Materials will benefit to the care of patients in general, but not to individual patients (no concrete diagnosis/therapy decisions based on the use of the Materials).
- the Orderer will use the Materials in a manner that is fully independent of ADVANZ PHARMA. The fact of receiving the Materials does not impose any obligation or inducement on the Orderer to promote or encourage in any way or form the prescription, recommendation, purchase, provision, sales, or administration of ADVANZ PHARMA’s products.
- the Orderer will use the Materials only for the purpose of general epidemiological research and have the Materials exclusively made available to and handled by its personnel responsible for this task, in particular its microbiological research department or any equivalent function.
- The ordering and use by the Orderer of the Materials is not dependent upon the prescription, recommendation, purchase, provision, sales, or administration of ADVANZ PHARMA’s products. The Orderer remains free to purchase different antibiotics available on the market and in any case the eventual purchase of ADVANZ PHARMA’s products by the Orderer must comply with any applicable legal provisions including in particular public tender rules. The Order must not be a means to circumvent the rules on public tenders.

4. Governing law

These Terms & Conditions shall be governed by and construed exclusively in accordance with the laws of Switzerland.

5. Severability

All provisions of these Terms & Conditions are separate and distinct from one another. Should any provision of these Terms & Conditions be or become invalid or unenforceable, the validity or enforceability

of the other provisions of these Terms & Conditions shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision.

The above is agreed to and accepted by the Parties.

By clicking on the button "Submit Registration" you agree to these Terms and Conditions.