

## 采购订单 [NB]

页码: 1 / 5

订单号 **4500837863** 日期 05 NOV 2025

作为订单确认、货运单及发票的参考依据

Expenses/services

采购方 C15 Legal&amp;Compliance

200050  
上海 上海市  
长宁区长宁路939号3层  
上海诚甲信息技术有限公司  
供应商代码: 12099097

每张发票必须注明凯西的采购订单编号。请注意, 您在最初提供给凯西的银行详细信息不能更改

付款:	Domestic Payment CN	货币:	CNY
付款条件:	[F060] 开具发票之日起60天内		
银行名称:			
到货日期:	28 NOV 2025		
送货地址:	200052 上海 长宁区 凯旋路1398弄3号楼(T3幢)601-603, 605-606室 Chiesi Pharmaceutical (Shanghai) Co., Ltd		

流水号	物料/代码	描述	单位	数量	单价	未含税总额
10 K	2025EMS-新CR		AU	1,00	133.400,00 CNY/AU	133.400,00 CNY

10 该项目包含以下服务:

10 2025EMS-新CR

价值:	1,000 AU	X	133.400,00 CNY/	1 AU	133.400,00 CNY
			=		

总额 CNY	<b>133.400,00</b>
税 CNY	
6% - 增值税专用发票	<b>8.004,00</b>
税 CNY	<b>141.404,00</b>

凯西医药咨询(上海)有限公司

此文档以数字签名的形式签署



上海诚甲信息技术有限公司  
供应商代码: 12099097

采购订单号/日期 页码  
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## 条款及条件:

凯西医药咨询(上海)有限公司  
货物或服务供应通用采购条款

1. 通用采购条款的适用范围  
本通用采购条款(以下简称“GCP”)适用于凯西医药咨询(上海)有限公司或凯西医药(上海)有限公司(以下简称“凯西中国”)根据合同性文契(例如合同, 定义见下文)从供应商采购货物或服务供应(“服务供应”一词还包括执行一般工作和提供服务的所有合同, 包括知识和咨询服务), 此类合同性文契应明确引用本通用采购条款, 且若存在任何与之冲突的条款, 未经明确减损效力均应以本通用采购条款为准。  
1.2 本条款和条件终止并完全替代接受本条款和条件之后所签署的合同所涉及的所有之前的通用条款和条件。  
1.3 本 GCP 并未暗示凯西中国具有任何排他性义务, 或购买最低数量货物和/或提供最低数量服务的任何义务, 合同中有明确规定的情形除外。
2. 定义  
资产定义为凯西中国的合同或技术文件(如有)中指明的动产、有形资产和无形资产。  
凯西中国系指凯西医药咨询(上海)有限公司或凯西医药(上海)有限公司, 如其从供应商处采购货物或获得服务的合同中明确注明。  
技术文件系指由凯西中国、供应商或第三方签发且在合同中指明的货物或服务将遵循的任何技术规格、图纸、图示或设计(包括质量协议, 如有)。  
供应商系指提供货物和/或服务的公司。  
供应商报价(“报价”)系指供应商因凯西中国需购买货物或服务而向其提供的报价。  
凯西中国接受的供应商要约报价(“接受报价”)系指供应商向凯西中国提供, 经过凯西中国讨论并接受, 且在合同中提及的报价。  
合同(“合同”)系指凯西中国以电子方式, 或在部分情况下, 以纸质双方会签形式向供应商提交的规定 GCP(包括框架协议、相关服务协议和采购订单)的商业协议, 此类商业协议详细规定了所需的货物和/或服务、技术文件以及双方达成一致的商业条款。  
服务/货物定义为凯西中国合同和/或技术文件(如有)中明确规定的服务/货物。
3. 约约性文件和优先顺序  
3.1 当供应商明示或以确定的行为接受凯西中国拟定的合同时, 即构成了契约关系。报价可通过邮件、未经过认证的电子邮件或其他电子方式提交。凯西中国保留以相同方式发送合同的权利。  
3.2 若合同、凯西中国接受的报价以及技术文件(若有)之间存在冲突, 则以合同为准。  
3.3 本 GCP 在任何情况下均应替代并优先于供应商的任何一般销售条款(如有), 以及供应商在任何合同文件中规定, 但凯西中国并未通过减损本 GCP 的方式明确接受的任何其他条款, 即使其先于本 GCP。  
3.4 若凯西中国与供应商签署了任何形式的合同, 比如框架协议、私密协议或其他类型的双方签字协议, 双方达成一致的具体条款可能会与本 GCP 中的内容冲突, 此时应以双方达成一致的具体条款为准。  
3.5 技术文件和双方议定的任何服务水平协议中所规定的服务的履行方法和时间, 应视为对供应商具有约束力。  
3.6 发票、运输文件和相关通信必须始终注明所有预定的参考文件和凯西中国的地址。  
对于所有中国供应商(法律规定的豁免情况除外), 必须将原始发票发送至合同中指明的凯西中国的地址。  
对于所有外国供应商, 必须以电子方式将发票发送给凯西中国, 通过电子邮件发送至合同中指明的地址。  
在任何情况下, 发票均应在货物经过检查且服务的正确执行后已按照合同所述方式得到验证之后结算。
4. 技术规格及程序合规  
4.1 供应商同意严格按照合同和技术文件(如有)中详述的质量和技术规格提供货物或服务。  
4.2 供应商应遵守货物生产国家/地区和交付国家/地区的所有适用法律和法规, 遵守适用于制造、包装、安全、消费者保护、环境标准、货物交付(包括适用的 EC 标记标准)和服务履行的所有法规。供应商还应获得适用法律规定生产/或提供货物或服务所需的所有授权、许可证和批准。与此类授权、许可证或资质相关的任何不真实声明均可能构成合同终止的理由。包括机器、装备、工具或设备在内的所有货物, 在任何情况下均应提供不少于 24 个月的良好运行保证(除非特别合同中明确规定不同的时间)。  
4.3 供应商承诺随同所订购的货物一起向凯西中国交付所有技术文件, 包括为该类型货物提供的任何类型的合规证书。除非合同和技术文件(如有)中另有说明, 否则货物应按照最新技术规格或标准进行生产; 双方理解, 若技术规格或标准程序出现任何变更, 供应商必须在交付货物前通知凯西中国, 且凯西中国可自行决定是否确认此类或自由撤销订单, 不影响其对所遭受的任何损害要求赔偿的权利, 亦不产生额外费用、支出或任何形式的义务。  
4.4 未经凯西中国事先书面同意, 供应商不得将货物的供应和/或服务的履行部分或全部转让或分包给第三方。在授权进行分包的情况下, 授权的有效性取决于供应商是否遵守所有健康与安全劳动规定, 分包商的工作部分是否合规, 是否遵守与标的相关的其他任何适用法律, 以及分包商是否提交现行法规所要求的所有文件, 包括社会保险和事故预防。在任何情况下, 供应商均须对分包商所开展的活动向凯西中国负责。
5. 变更  
5.1 在整个合同的有效期内, 供应商承诺对其最初计划的活动作出一切必要的变更, 以遵守在此期间生效的强制性法律和/或法规。此类变更仍将由供应商全权负责。  
5.2 如果凯西中国认为有必要要求对 GCP 和/或合同中最初规定的内容作出变更, 应以书面形式向供应商提出要求, 供应商将承诺提供其最佳报价。只有在双方达成具体的书面协议后, 才能开展此类额外的活动。
6. 知识产权  
6.1 除非在单独的合同中另有约定, 否则供应商应:  
a) 保证所提供的货物和/或服务将是且始终是凯西中国的专有财产, 供应商不得以任何名义或理由提出任何权利或索赔;  
b) 承认与合同中包含的货物和/或服务相关的所有工业和知识产权均为凯西中国的专有财产, 明确禁止供应商出于任何目的以任何方式、形态或形式全部或部分使用上述货物。本 b) 段的规定不适用于软件许可提供商和/或工业设备和/或类似设备的特定专有技术的制造商和持有人。此类别供应商的工业和知识产权规定应单独在合同中定义;  
c) 保证就其所知所信, 购买、使用和/或向凯西中国销售货物或提供服务不侵犯任何第三方的知识产权;  
d) 声明拥有履行服务以及购买、使用和/或销售货物必需的所有授权, 供应商进一步声明, 提供服务(以及购买、使用和/或销售货物)不存在合同或法定障碍;  
e) 保证为提供服务而使用和创建的所有材料均遵照工业和知识产权法律获得, 并且没有任何情况可阻止向凯西中国的转让权利, 并且在任何情况下接受 GCP 均不会导致侵犯任何性质的任何第三方权利。  
6.2 供应商应使凯西中国免受可能因供应商违反本 GCP 和/或任何合同中规定的义务和/或保证, 和/或在任何情况下直接和/或间接归因于供应商和/或其为开展凯西中国接受的供应商报价中规定的某些活动而指定的主体(自然人或法人)的行为而遭受的任何性质的任何第三方损害和/或制裁和/或索赔和/或要求。  
6.3 除非凯西中国书面授权, 否则凯西中国不会授权供应商出于任何目的而使用凯西中国的商标和徽标, 在严格必要的情况下用于完成合同规定活动时除外, 包括在公司网站、社交媒体渠道和市场上使用凯西中国的商标和徽标。
7. 保密义务  
7.1 供应商承认, 凯西中国是供应商在履行合同期间或在任何相关情况下可能知晓的有关其产品或活动的任何商业、技术、财务和经济信息的独家所有者。  
7.2 供应商承诺对上述信息/或文件保密, 不得以任何方式透露, 不得出于自身的利益或直接或间接为自身或第三方获取经济利益而使用它们。供应商的保密义务在此类信息和文件公开之前一直适用, 除非违约系因供应商的任何故意或过失行为而造成的。除非另有书面规定, 否则向供应商传递的所有信息均应视为机密。
8. 包装、运输和所有权的转移(如适用)  
8.1 供应商应按照合同中约定的《国际贸易术语解释通则》将实体货物运输至凯西中国指定的地址。除非另有规定, 否则运输费用应由供应商承担。  
8.2 供应商将承担货物在运输过程中以及在任何情况下直至交付之前可能出现的损坏或丢失风险。实体货物的所有权应在交货时转移给凯西中国; 对于任何需要检测的实体货物, 则在所述检测结果合格时转移给凯西中国。  
8.3 实体货物的包装方式应清晰可辨。包装类型应适合货物的种类。若是危险货物, 则运输时必须遵守适用法规。
9. 货物的交付和/或服务的履行  
9.1 供应商将在合同规定的时间内交付货物和/或履行服务。供应商承认并接受, 交付货物和/或履行服务的按时性是至关重要的, 因此必须严格遵守交货/履行时间。  
9.2 对于货物交付合同, 若在预定日期前交货, 凯西中国保留接受或退回货物的权利, 费用由供应商承担。  
9.3 凯西中国可在发现后 30 (三十) 天内或在合同中另行规定的时限范围内报告任何故障和缺陷。  
9.4 在任何情况下, 凯西中国均有权拒绝接受与合同和技术文件(如有)之规定不符的货物交付或服务履行。  
9.5 在交付不符合要求的货物或服务的情况下, 凯西中国可选择:(i) 将不符合要求的货物退还给供应商, 风险和费用由供应商承担; 或 (ii) 要求供应商撤回不符合要求的货物, 风险和费用由供应商自行承担; 或 (iii) 要求供应商重新提供原先不符合要求的服务, 但不得向凯西中国收费。此等情形不影响凯西中国的任何其他权利, 包括对任何进一步损害的赔偿以及终止契约关系。  
9.6 供应商应全权负责对其人员进行指挥、控制和监督, 确保服务以高质量的方式得以执行。  
9.7 供应商应负责任地声明, 其已经并将继续履行与提供所示货物或服务而以任何职位雇用的人员的任何责任以及所有缴费、福利和社会保障性质的义务, 并在此意义上免除凯西中国在这方面的所有责任。  
9.8 供应商应根据经修订的适用法律以及提供服务所在国家/地区的适用安全法规, 对其雇用的人员(以及根据本 GCP 的规定指定的任何分包商)在履行职责时的安全承担全部责任。  
9.9 若供应商需要在凯西中国的场所开展活动, 供应商承诺遵守向其提供的所有安全程序以及当地法律要求的任何其他文件(必要时)。  
9.10 凯西中国保留任何时候要求供应商替换被认为不适合按照各项服务所规定的质量标准履行活动的人员的权利。  
9.11 此外, 在凯西中国研究中心履行服务时, 凯西中国保留按合同约定的时间和方式为在其研究中心履行的服务支付应付费用的权利。
10. 保险  
10.1 供应商应对其人员和/或合作者和/或分包商开展活动时的安全承担全部责任, 并应对他们在开展活动期间可能遭受的所有损害承担责任。  
10.2 此外, 供应商声明已为其与人身或财产损害有关的责任购买了充分的保险, 在投保范围和金额方面, 足以保障与凯西中国商定的服务或货物供应。供应商还应在合同期限内续保。凯西中国可要求提供该保单及续保保单的副本以供核验。
11. 审核权  
11.1 凯西中国有权在适当提前通知的情况下, 在供应商的场所开展检查和审核, 以检查供应商的内部流程、采用的质量体系以及可能影响合同服务正确和及时执行的任何其他信息。  
11.2 在此类检查和审核过程中所获得的所有信息应受本 GCP 第 6 条和第 7 条“知识产权”和“保密义务”的约束。
12. 不可抗力  
12.1 由于任何一方无法合理控制的情况, 如全国罢工、疫情大流行、火灾、爆炸、水灾、地震或其他自然灾害, 导致未能或延迟履行本 GCP 和/或合同项下规定的任何义务, 双方不应承担任何责任或被视为违约。  
12.2 如因不可抗力造成延误, 供应商应向凯西中国发出书面通知, 并尽可能准确地估计不可抗力影响的持续时间。然而, 由于凯西中国在此期间将无法使用合同项下的服务或货物, 凯西中国保留立即终止合同期项下向供应商购买的义务, 并向第三方购买服务或货物的权利。
13. 退出、暂停和终止  
13.1 凯西中国有权在任何时候以任何理由退出契约关系, 但应至少提前十五 (15) 天发送书面通知。但是, 在这种情况下, 凯西中国有义务支付供应商在退出时已经开展的活动有关的应付款项。如果另一方发生任何类型的破产或清算程序, 双方均有权退出契约关系。  
13.2 若供应商违反本 GCP 或合同和/或技术文件(如有)中规定的条款和条件, 而凯西中国放弃主张其索赔权, 不应视为系统地弃权, 也不应视为放弃追究供应商进一步违反上述文件中规定的条款和条件或其他规定之行为的权利。  
13.3 若供应商完全或部分未履行合同和/或本 GCP 中规定的义务, 凯西中国有权在发出履行合同的警告不少于 30 (三十) 个日历日后终止契约关系; 除合同中规定的任何处罚外, 凯西中国仍有权就供应商未履行或未正确履行义务所造成的所有损失获得赔偿。
14. 拖欠利息  
假设因无正当理由逾期付款而需支付拖欠利息, 其适用的年利率不得超过 3%。



上海诚甲信息技术有限公司  
供应商代码: 12099097

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15. 应收账款和合同的转让  
15.1 供应商同意，除非凯西中国明确书面授权，否则不向第三方转让与凯西中国签订的合同产生的应收账款。  
15.2 供应商同意不会将与凯西中国的任何未来合同转让给第三方。
16. 个人数据的处理  
16.1 作为自主数据处理者，双方同意在完全遵守中华人民共和国网络安全法、中华人民共和国个人信息保护法以及补充此类法律的任何其他国家法规或规定(下称“隐私法规”)，处理其为履行合同而沟通的数据，并相互保证以下事项：  
a) 双方或代表双方行事或参与合同的人员可识别/已识别的个人信息、财务数据和任何其他重要数据，以及银行账户的地址和详细信息等其他信息，会因合同的规定和履行以及履行法律规定之目的，被收集、记录、重新组织、存储、使用和传输；  
b) 上述数据会被传输给负责收款和付款的主体，以及负责审计财务报表的主体，以及公共当局、监督当局和/或负责法律规定履行的行政部门。此外，数据可能由数据处理者或双方指定负责处理的人员在为履行合同而分派的职能范围内进行处理；  
c) 如有数据主体提出请求希望行使该数据保护权利，或者数据保护机构提出涉及合同的任何请求，各方应及时通知另一方；  
d) 数据将由双方在其各自的注册办事处由指定的管理人员保存，保存期限遵照民事和财政法规规定的时间。如果没有数据保留的相关法律规定，则应在整个合同期间保存数据。保留期限届满后，必须删除数据，或应一方的要求，将数据安全返还给对方。  
16.2 除第 16.1 条规定的情况外，双方声明并确认，关于服务的履行，不会出现一方根据隐私政策作为另一方的数据处理者或代表另一方处理个人数据的情况。或者，如果其中一方应担任数据处理者，双方承诺即刻签订一份个人数据处理协议和/或适用于根据隐私法规管理个人数据处理的合同条款。
17. 相互依赖准则  
为了确保在其业务活动中追求最高的可持续发展标准，凯西中国已正式制定了相互依赖准则(在其网站上提供，网址如下：<https://www.chiesichina.com/Interdependence.pdf>)，旨在确定凯西中国及其供应商在开展活动时承诺遵守的行为标准。签署本 GCP 即表示，供应商承诺在其所有行动中满足相互依赖准则的要求，并将与凯西中国合作实现其中设定的可持续发展目标。
18. 条款的可分割性  
若本 GCP 项下的任何条款根据任何适用法律是非法、无效或失效的，则该条款在与其余条款可分割的范围内，应被视为从本 GCP 中删除，并且不会以任何方式影响其余条款的合法性、有效性或可执行性。
19. 遵守反贿赂和相关义务  
19.1 应商声明了解并承诺遵守任何适用的反贿赂法律法规以及凯西中国反贿赂政策的业务合作伙伴附件(该政策的副本可通过以下凯西中国的网址查询和下载：<http://www.chiesichina.com/Anti-Bribery%20Policy.pdf>)。  
19.2 供应商应立即联系凯西中国合规部(通过以下24小时热线：4008200529 或举报平台 SPEAKUP&BEHEARD：<https://www.chiesigroup.cn/speakup-beheard/>)有关任何违反本条款的行为，以及涉及供应商的有关腐败和/或贿赂的任何调查、行政诉讼、法律诉讼或其他程序。  
19.3 双方知悉，任何严重违反本第 19 条或其任何部分的行为均构成严重违反与凯西中国签订的合同。如果凯西中国收到合理表明违反本条款或其中部分规定的任何事实或法律程序的相关信息或通知，则在不损害任何其他可获权利和救济的情况下，凯西中国可暂停履行或终止合同，即时生效，并保留提起任何可能要求承担违约责任和损害赔偿的法律诉讼的权利。
20. 禁止条款  
各方声明，其不受美国联邦食品药品和化妆品法案或类似适用法律下的任何禁止程序的约束，并且在当前或未来每个合同期限内，就合同而言不会使用受此类禁止程序约束的任何个人或实体的服务。如果任何一方获悉，已经开始或即将开始针对向该方(包括该方及其关联方)提供服务的任何个人或实体，进行直接或间接与合同项下活动相关的任何禁止诉讼，其将立即以书面形式通知另一方。
21. 适用法律和主管法院  
本GCP 受中华人民共和国法律(不包括中国香港、中国澳门和中国台湾的法律)管辖。若凯西与供应商之间的争议无法通过双方友好解决，则双方同意将此等争议提交至凯西中国注册所在地的人民法院提起诉讼。

尽管有本条款的规定，凯西集团各公司签发的任何单个合同应受各自国家/地区规定的法律和司法管辖区管辖，并且与在各国家/地区提供货物和服务相关的任何争议应受这些条款的约束。



## GENERAL CONDITIONS OF PURCHASE FOR THE SUPPLY OF GOODS OR SERVICES TO CHIESI SAS

### 1. Scope of the General Conditions of Purchase

1.1 These General Conditions of Purchase (hereinafter referred to as GCP) govern the purchase – by Chiesi SAS (hereinafter referred to as Chiesi) – of Goods from or the supply of Services (the term "supply of Services" also includes all contracts for the execution of work in general and the provision of services, including intellectual and consultancy services) by the Supplier, on the basis of a contractual agreement (for example, the Contract, as defined below) which expressly refers to them, and prevails over any contrary provision unless expressly derogated.

1.2 These Terms and Conditions terminate and completely replace all previous General Terms and Conditions with respect to Contracts entered into after acceptance hereof.

1.3 These GCP do not imply any exclusivity obligation on Chiesi, nor any obligation for Chiesi to purchase minimum quantities of Goods and/or provide minimum quantities of Services, unless otherwise expressly stated in the Contracts.

### 2. Definitions

2.1 The Assets are defined as the movable, tangible and intangible Assets indicated in the Chiesi Contract or in the Technical Documentation (if any).

Chiesi means Chiesi SAS or another company in the Chiesi Group, as expressly indicated in the Contract in accordance to which it purchases Goods or obtains Services from the Supplier.

Technical Documentation means any technical specification, drawing, graphic representation or design (including Quality Agreements, if any) to which the Goods or Services are to conform and that are issued by Chiesi, the Supplier, or Third Parties, as indicated in the Contract.

Supplier means the company that provides the Goods and/or Services.

Supplier Bid ("Bid") means the offer sent by the Supplier to Chiesi for the purchase of Goods or provision of Services.

Supplier's Offer Accepted by Chiesi ("Accepted Offer") means the offer sent by the Supplier to Chiesi after it has been discussed and accepted by Chiesi and referenced in the Contract.

Contract ("Contract(s)") means the commercial agreements setting forth the GCP, including framework agreements, related service agreements and purchase orders, submitted by Chiesi to the Supplier electronically, or in some cases, in hard copy for countersignature, which detail the Goods and/or Services requested, Technical Documentation and agreed commercial terms.

Services are defined as those described in the Chiesi Contract and/or Technical Documentation (if any).

### 3. Contract Documents and Order of Priority

3.1 The contractual relationship is concluded with the Supplier's acceptance of the Contract proposed by Chiesi either expressly or through conclusive behaviour on the part of the Supplier. The Bid may be submitted by mail, non-certified electronic mail, or other electronic means. Chiesi reserves the right to forward the Contract in the same manner.

3.2 In case of conflict between the Contract, the Offer accepted by Chiesi and the Technical Documentation (if any), the Contract shall prevail over the other documents.

3.3 These GCP supersede and prevail in all cases over any General Sales Conditions of the Supplier, if any, as well as over any other conditions set forth by the Supplier in any contractual document, even if prior to these Conditions, which have not been expressly accepted by Chiesi in derogation of these GCP.

3.4 In the event Chiesi and the Supplier have entered into any form of contract, framework agreement, private writing, or other type of double signature agreement, the clauses specifically agreed upon, which may be in contrast with the contents of these GCP, shall prevail over these GCP.

3.5 The methods and time frames for carrying out the Services set out in the Technical Documentation and any Service Level Agreement, agreed between the parties, are to be considered binding on the Supplier.

3.6 Invoices, shipping documents and related correspondence must always indicate all agreed upon references and the Chiesi Contract number. The invoices must be sent to Chiesi electronically as indicated in the Contract. Invoices in any case shall be settled only after the Goods have been checked and the correct execution of the Services has been verified in the manner described in the Contract.

### 4. Technical specifications and compliance with procedures

4.1 The Supplier agrees to supply the Goods or Services, in strict accordance with the quality and technical specifications detailed in the Contract and Technical Documentation (if any).

4.2 The Supplier shall comply with all applicable laws and regulations of the country where the Goods are manufactured and where they are delivered, or where the Services are rendered, in compliance with all regulations applicable to manufacturing, packaging, safety, consumer protection, environmental standards, delivery of the Goods (including EC marking standards where applicable) and performance of Services. The Supplier shall also have obtained all authorisations, licenses and approvals required by applicable law for the manufacturing and/or supply the Goods or Services. Any untruthfulness of the declarations relating to the such authorisations, licenses or qualifications, may constitute grounds for termination of the contract. All Goods consisting of machines, plants, tools or equipment are intended to be supplied with the guarantee of proper functioning, in any case not less than 24 months (unless a different time is expressly agreed in the specific Contract).

4.3 The Supplier undertakes to deliver to Chiesi, together with the ordered Goods, all the technical documentation including any type of compliance certification required for that type of Good. With the exception of what is otherwise indicated in the Contract and in the Technical Documentation, if any, the Goods shall be produced in compliance with the most recent technical specifications or standards, it being understood that in the event of any changes to the technical specifications or standard procedures, the Supplier shall inform Chiesi prior to the delivery of the Goods, and Chiesi, without prejudice to its right to claim compensation for any damages suffered, may, at its sole discretion, confirm the purchase or freely withdraw, without further costs, expenses or obligations of any kind to be borne by Chiesi.

4.4 The Supplier may not assign or subcontract, even partially, the supply of Goods and/or performance of Services to third parties without prior written consent from Chiesi. In case of authorised subcontracting, the effectiveness of the authorisation is subject to the Supplier's exact compliance with all the rules on health and safety at work, regularity of contributions by the subcontractors, and any other applicable rule on the subject, as well as the production, by the subcontractor, of all the documentation required by current regulations, including those on social security and accident prevention. In any case, the Supplier shall also remain responsible to Chiesi for the activities carried out by the subcontractor as requested by the Supplier.

### 5. Changes

5.1 For the entire duration of the Contract, the Supplier undertakes to make any changes to its initially planned activities that may be necessary to comply with mandatory laws and/or regulations that have come into force in the meantime. Such changes shall remain the sole responsibility of the Supplier.

5.2 Should Chiesi deem it necessary to request changes to what was initially set forth in the GCP and/or in the Contract, it shall request them in writing to the Supplier, who will undertake to provide its best offer. Such additional activities may be performed only after a specific written Agreement is executed between the Parties.

### 6. Intellectual Property

6.1 Unless otherwise agreed upon in the individual Contract, the Supplier shall:

- a) guarantee that the Goods and/or Services offered will be and remain the exclusive property of Chiesi and no right or claim under any title or reason whatsoever may be made by the Supplier;
- b) acknowledge that all industrial and intellectual property rights relating to and connected with the Goods and/or Services included in the Contracts shall be the exclusive property of Chiesi, and the Supplier is expressly forbidden from using said Goods in any way, shape, or form, in whole or in part, and for any purpose

whatsoever. The provisions of this paragraph b) shall not apply to Software License Providers and/or manufacturers and holders of specific know-how of industrial equipment and/or similar. The regulation of industrial and intellectual property rights for these categories of Suppliers shall be defined in individual contracts;

c) warrant that, to the best of its knowledge and belief, the purchase, use and/or sale of the Goods or provision of Services to Chiesi does not infringe any third party intellectual property rights;

d) declare to be in possession of all authorisations necessary for the purposes of performing the Services and purchasing, using and/or selling the Goods. The Supplier further represents that there are no contractual or statutory impediments to the provision of the Services (and the purchase, use and/or sale of the Goods);

e) warrant that all materials used and created for the purpose of providing the Services has been acquired in compliance with industrial and intellectual property laws and that nothing prevents the transfer of rights in favour of Chiesi, and that in any case acceptance of the GCP does not entail the violation of any third party rights of any nature whatsoever.

6.2 The Supplier shall hold Chiesi harmless and indemnified against any damage and/or sanction and/or claim and/or demand by third parties, of any nature whatsoever, that Chiesi may suffer as a result of the Supplier's breach of the obligations and/or guarantees set forth in these GCP, and/or that are in any case directly and/or indirectly attributable to the actions of the Supplier and/or subjects (natural or legal persons) appointed by the same for the purpose of carrying out some of the activities specified in the Supplier's Offer accepted by Chiesi.

6.3 Unless expressly authorised by Chiesi in writing, Chiesi does not authorise the Supplier to use Chiesi trademarks and logos for any purpose other than strictly necessary to complete contractually defined activities including the use of Chiesi trademarks and logos on the company website, social media channels and marketplace.

### 7. Duty of Confidentiality

7.1 The Supplier acknowledges that Chiesi is the exclusive owner of any commercial, technical, financial and economic information regarding its products and activities which may become known to the Supplier during the performance of a Contract, or in any case in connection with it.

7.2 The Supplier undertakes to keep confidential and not to divulge in any way the afore-mentioned information and/or documents, and not to use them for its own advantage or not to use them, directly or indirectly, to gain economic benefit for itself or for third parties. This confidentiality obligation of the Supplier shall apply until such information and documents become public knowledge, unless this is due to any wilful or negligent conduct of the Supplier. Unless otherwise provided for in writing, all information communicated to the Supplier shall be deemed to be confidential.

### 8. Packing, shipping and transfer of ownership (where applicable)

8.1 The Supplier shall ship the physical Goods to the addresses indicated by Chiesi according to the Incoterms specified in the Contract. Unless otherwise provided for, shipping costs shall be borne by the Supplier.

8.2 The Supplier shall bear the risk of possible damage to or loss of the Goods during shipping and in any case until their delivery. Ownership of the physical Goods shall be transferred to Chiesi upon delivery; for any physical Goods subject to testing, the transfer will occur upon the positive outcome of said testing.

8.3 Physical Goods shall be packaged in a manner that is clearly identifiable. Packaging should be appropriate for the type of goods. In case of hazardous goods, the transport must take place in compliance with the applicable regulations.

### 9. Delivery of Goods and/or Performance of Services

9.1 The Supplier shall deliver the Goods and/or perform the Services within the time frame specified in the Contract. The Supplier acknowledges and accepts that the timeliness in the delivery of the Goods and/or in the provision of the Services is of paramount importance, and that therefore the delivery/provision times must be strictly complied with.

9.2 As for the Contracts which provide for the delivery of Goods, in the event of delivery prior to the due date, Chiesi reserves the right to accept or return the Goods, at the Supplier's expense.

9.3 Chiesi may report any flaws and defects within 30 (thirty) days of their discovery or within the time frame otherwise established in the Contract.

9.4 In any event, Chiesi shall have the right to reject Goods delivered or Services rendered which do not conform to the Contract and Technical Documentation (if any).

9.5 In the event of delivery of non-compliant Goods or Services, Chiesi has the option (i) to return the non-compliant Goods to the Supplier at the Supplier's risk and expense; or (ii) to request that the Supplier collect the non-compliant Goods at its own risk and expense; or (iii) to request that the Supplier provide again the non-compliant Services at no charge to Chiesi. This is without prejudice to any other rights held by Chiesi, including compensation for any further damages and termination of the contractual relationship.

9.6 The Supplier, who shall be exclusively responsible for the management, control and supervision of its staff, shall ensure that the Services are performed in a workmanlike manner.

9.7 The Supplier declares, under his own responsibility, that he has fulfilled and will fulfil any and all obligations of a contributory, welfare and social security nature towards personnel employed in any capacity for the purpose of supplying the set forth Goods or Services, and in this sense releases Chiesi from all liabilities in this regard.

9.8 The Supplier shall be fully liable for the safety of the staff it employs (and any subcontractors it appoints in compliance with the provisions of these GCP) in the performance of its duties, in accordance with applicable law, as amended, as well as applicable safety regulations in the country where the Services are provided.

9.9 If the Supplier needs to carry out activities on the Chiesi premises, the Supplier undertakes to comply with all the Safety Procedures that will be provided to him and, where necessary, any additional documentation required by local legislation..

9.10 Chiesi reserves the right at any time to ask the Supplier to replace any personnel deemed unsuitable to carry out the activities in compliance with the quality standards defined for each Service.

9.11 Also in the context of the execution of Services at Chiesi sites, Chiesi reserves the right to make payments of the fees due, at the times and in the ways contractually agreed upon for services carried out at its sites.

## **10. Insurance**

10.1 The Supplier shall be fully liable for the safety of its staff and/or collaborators and/or subcontractors in the performance of the activities they carry out, and shall be liable for any damage they may suffer during the same.

10.2 Furthermore, the Supplier declares that he has taken out adequate insurance to cover its liabilities regarding any damage to persons or things, which is adequate, in terms of content and maximum coverage, for the supply of Services or Goods agreed upon with Chiesi. The Supplier shall also renew its Policy during the term of the contract. A copy of said Policy and its renewals may be checked by Chiesi upon request.

## **11. Audit Right**

11.1 Chiesi shall have the right to carry out inspections and audits at the Supplier's premises, with suitable advance notice, in order to check on the Supplier's internal processes, the quality systems adopted and any other information which may affect the correct and timely execution of the contractual services.

11.2 All information acquired in the course of such inspections and audits shall be governed by clauses 6 and 7 "Intellectual Property" and "Confidentiality Obligation" concerning these GCP.

## **12. Force Majeure**

12.1 The parties shall not be deemed to be liable or non-compliant regarding the failure or delay in performing any of their obligations under these GCP and/or the Contracts, set forth herein, due to circumstances beyond the reasonable control of either party, such as national strikes, pandemics, fires, explosions, floods, earthquakes or any other natural disasters.

12.2 In the event of delays due to Force Majeure, the Supplier shall notify Chiesi in writing with an estimate, as accurate as possible, of the duration of the effects of the Force Majeure conditions. However, as Chiesi will not be able to use the Services or Goods under the Contract during this period, Chiesi reserves the right to terminate its obligations under the Contract with immediate effect and to purchase the Services or Goods from a third party.

## **13. Withdrawal, Suspension and Termination**

13.1 Chiesi has the right to withdraw from the contractual relationship at any time and for any reason by sending written advance notice of at least 15 (fifteen) days. However, in this case Chiesi shall be obliged to pay only the amount due for the activities already carried out by the Supplier at the time of withdrawal. Both parties shall also have the right to withdraw from the contractual relationship if the other party is subject to any kind of insolvency or liquidation proceedings.

13.2 Chiesi's waiver of its claims in the event of breach by the Supplier of these GCP or the terms and conditions set forth in the Contract and/or Technical Documentation (if any) shall not be construed as a systematic waiver even in the event of further breaches of the terms and conditions set forth in said documents or of other provisions.

13.3 Total or partial non-fulfilment of the obligations provided for in the Contract and/or these GCP shall entitle Chiesi to terminate the contractual relationship following a warning to fulfil them, under a term of no less than 30 (thirty) calendar days; Chiesi shall have the right to obtain compensation for any and all damages deriving from non-fulfilment or incorrect fulfilment of obligations by the Supplier, also in addition to any penalties provided for in the Contract.

## **14. Interest on arrears**

In the hypothesis of the application of interest on arrears, for late payment without justified reason, the rate to be applied may not exceed 3% per annum.

## **15. Assignment of receivables and contract**

15.1 The Supplier agrees not to transfer to third parties the receivables arising from the Contracts entered into with Chiesi unless expressly authorised in writing by Chiesi.

15.2 The Supplier agrees not to assign any future Contracts with Chiesi to third parties.

## **16. Processing of personal data**

16.1 The Parties, as autonomous Data Controllers, agree to the processing of their data communicated for the performance of the Contract in full compliance with Regulation 2016/679 of the European Parliament and the Council and any national provisions supplementing such Regulation (hereinafter the "Privacy Regulations"), and mutually guarantee the following:

a) the identification and fiscal data of the Parties or of the persons acting on their behalf, as well as other information such as addresses and details of bank accounts, are collected, recorded, reorganized, stored, used for purposes related to the stipulation and performance of the Contract and to the fulfilment of law provisions;

b) the communication of the aforementioned data can be made to subjects in charge of making collections and payments, as well as to subjects in charge of auditing the financial statements and to public authorities, supervisory authorities and/or administrations for the fulfilment of law provisions. Furthermore, the data may be processed by the data processors or persons in charge of the processing appointed by the Parties within the scope of the functions assigned to the performance of the Contract;

c) each Party shall promptly inform the other Party of any request from data subjects wishing to exercise their data protection rights or of any request from the Data Protection Authority in relation to the Contract;

d) the data will be kept by the Parties at their respective registered offices and by the designated Managers, for the time set forth by civil and fiscal regulations. Where there is no legal obligation to data retention, data shall be stored throughout the duration of the Contract. Upon expiration of the retention period, the data must be deleted or, at the request of either Party, securely returned to that Party.

16.2 Except as specified in article 16.1, the Parties declare and acknowledge that, in connection with the performance of the Services, there will be no processing of personal data requiring that one Party, under the Privacy Policy, would act as a Data Processor for and on behalf of the other Party. Otherwise, in the event that one of the Parties should act as Data Processor, the Parties undertake, as of now, to enter into an Agreement on the processing of personal data and/or contractual clauses suitable to govern the processing of personal data pursuant to the Privacy Law.

## **17. Interdependence Code**

In order to guarantee that the highest standards of sustainability are pursued in its business activities Chiesi has formalised a Code of Interdependence (available on its website at the following address: [https://www.chiesi.com/flipbook.php?url=https://www.chiesi.com/documents/30\\_code-of-interdependence.pdf](https://www.chiesi.com/flipbook.php?url=https://www.chiesi.com/documents/30_code-of-interdependence.pdf), aimed at identifying standards of conduct with which both Chiesi and its suppliers commit to comply in carrying out their activities. By signing these GCP, the Supplier undertakes to meet, in all its actions, the requirements of the Code of Interdependence and to cooperate with Chiesi in achieving the sustainability objectives set out therein.

## **18. Severability of provisions**

If any provision of these GCP is or becomes unlawful, invalid or ineffective under any applicable law, that provision, to the extent of its severability from the remaining provisions, shall be deemed to be omitted from these GCP and shall in no way affect the legality, validity or enforceability of the remaining provisions.

## **19. Compliance with anti-bribery and related obligations**

19.1 The Service Provider declares to know and undertakes to comply with any applicable antibribery laws and regulations and Business Partner Annex of Chiesi Anti-Bribery Policy (copy of that can be consulted and downloaded at the following Chiesi internet address: [www.chiesi.com](http://www.chiesi.com)).

19.2 The Service Provider shall promptly communicate to Chiesi (at the following e-mail address: [groupcompliance@chiesi.com](mailto:groupcompliance@chiesi.com), or – alternatively – through Chiesi whistleblowing channel available at the following link of Chiesi website <https://www.chiesi.com/speakupbeheard/>) any infringement of this Article and any investigation, law-suit or other procedure involving the Service Provider in relation to corruption and/or bribery.

## **20. Debarment Clause**

Each of the Parties declares that it is not subject to any debarment proceeding under the United States Federal Food, Drug and Cosmetic Act or comparable applicable law and will not, now or in the future during the Term of each Contract and in connection with the Contracts, use the services of any person or entity that is subject to such debarment proceeding. If either Party becomes aware of any debarment proceeding that has already commenced or is soon to commence against any person or entity providing services to such Party, including such Party and its Affiliates, that relates directly or indirectly to activities under the Contracts, it will immediately notify the other Party in writing.

## **21. Applicable law and competent court**

These GCP are governed by French law. In the event of a dispute between Chiesi and the Supplier which cannot be resolved amicably, the Court of Paris shall have exclusive jurisdiction.

Notwithstanding the provisions under this clause, any single Contract issued by each Chiesi Group single company should be governed by the laws and jurisdiction stated in each respective country, and any dispute related to the provision of supply in each Countries shall be subject to those terms.