

Recitals

This document is effective as from June, 15th 2018.

1. General

Unless otherwise agreed upon in writing with Boehringer Ingelheim Italia S.p.A. or Boehringer Ingelheim Animal Health Italia S.p.A. (hereinafter referred to as the “Purchaser” or “BI”), these Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) shall apply to all contractual relations arising from BI’s purchases of Movable Goods or Services (as defined below), with the exception of contractual relations regarding: i) services falling within the scope of sect. 24 of Legislative Decree No. 81/2008, insofar as they involve the carrying out of activities other than intellectual services and the permanent presence of the Supplier’s employees at the Purchaser’s headquarters – such as maintenance of systems/installations and buildings, ii) events and Continuing Medical Education (CME) courses, and iii) scientific consulting services and/or services involving assignments to civil servants pursuant to Legislative Decree No. 165/2001, iv) clinical and observational studies, v) research contracts, and vi) scholarships and fellowships.

Notwithstanding any stipulations to the contrary contained in the Supplier’s terms of sale, the latter agrees that acceptance of BI’s Purchase Order will constitute a) an express waiver of its own terms of sale, and b) acceptance of these Terms and Conditions.

2. Definitions

“**Goods**” shall mean such movable goods as stated in BI’s Purchase Order and in the Technical Documentation (if any).

“**Services**” shall mean such services (including the contracting of work and/or services, the performance of works in general and the supply of personal – also intellectual – services, including consulting relationships) as described in BI’s Purchase Order and in the Technical Documentation (if any). For the purposes of these Terms and Conditions, the definition of Services shall not include: services falling within the scope of sect. 24 of Legislative Decree No. 81/2008, insofar as they involve the permanent presence of the Supplier’s employees at the Purchaser’s headquarters in order to carry out activities other than intellectual services (such as maintenance of systems/installations and buildings), services relating to events and Continuing Medical Education (CME) courses, as well as scientific consulting services or services involving assignments to civil servants pursuant to Legislative Decree No. 165/2001.

“**Purchase Order**” shall mean an Order submitted by the Purchaser to the Supplier.

“**Supplier’s Quotation**” shall mean a quotation sent by the Supplier to BI.

“**Accepted Purchase Order**” shall mean BI’s Purchase Order as accepted by the Supplier.

“**Purchaser**” shall mean the company Boehringer Ingelheim Italia S.p.A. and Boehringer Ingelheim Animal Health Italia S.p.A., passing an Order to purchase Goods or Services from the Supplier.

“**Supplier**” shall mean the natural or legal person or entity supplying the Goods and/or Services.

“**Technical Documentation**” shall mean any technical specifications, instructions, drawings, layouts or designs which the Goods or Services shall conform to.

“**Trade Restrictions**” shall mean any restrictions on business transactions, including, but not limited to, the need to apply for permits or give notices, embargoes, Sanctioned Party Lists, bans, etc.

“**Sanctioned Party List**” shall mean a list of individuals and companies to which special bans or restrictions apply in relation to the carrying on of business activities under the Laws.

“**Transaction**” shall mean any form of export, re-export, transfer, disclosure, supply or the like, regardless of the type of transfer.

“**Restricted Goods/Services**” shall mean any Goods/Services subject to trade restrictions under the Laws.

“**Laws**” shall mean all the laws, provisions, orders, directives, rules and regulations – whether international, supranational, federal, state, local – issued by any Italian, European, US public authorities or public authorities of any other countries (including, but not limited to, EU treaties, regulations, directives and decisions) imposing Trade Restrictions.

3. Contract Documents and Order of Priority

3.1. The supply contract will be executed upon the Supplier’s acceptance of BI’s Purchase Order. The Supplier’s acceptance of the Purchase Order shall be sent in such forms and to such address as stated in the Purchase Order. However, any other forms of order acceptance, including by conduct – such as the consignment of Goods to the Purchaser – shall constitute acceptance of the Purchaser’s Purchase Order by the Supplier.

3.2. Any counter-quotations by the Supplier shall be considered as rejected, unless confirmation in writing is given by BI by sending a Purchase Order amendment.

3.3. In case of conflict between the Terms and Conditions, the Purchase Order and the Technical Documentation (if any), these documents shall prevail – with reference to the conflicting provisions – according to the following order:

- 1) Purchase Order;
- 2) Technical Documentation (if any);
- 3) Terms and Conditions.

3.4. Invoices, transport documents and the relevant correspondence shall always state all of the Purchaser’s references and Purchase Order number. Original invoices shall be sent to such office as stated by the Purchaser in its Purchase Order, and will only be settled after the Goods have been checked and/or the proper supply of the contractual services rendered with reference to the Services has been verified – possibly by testing the work.

4. Technical Specifications and Compliance with Procedures

4.1. The Supplier undertakes to supply such Goods or Services as described in the Purchase Order in strict compliance with such quality and technical specifications as detailed in the Purchase Order and Technical Documentation (if any), or with any – national and EU – technical, safety and environmental protection standards which, in any case, are of a compulsory nature.

4.2. The Supplier shall observe the provisions of the laws and regulations in force in the countries where the Goods are manufactured and delivered, or the Services are rendered, with reference to all regulations concerning manufacture, packaging, packing, safety, consumer protection, environmental friendliness, delivery of Goods and supply of Services. The Supplier shall also have all authorisations, licences and qualifications as required by the applicable law to manufacture and/or supply the Goods or Services.

4.3. Except as otherwise stated in the Purchase Order and Technical Documentation, if any, the Goods shall be manufactured in compliance with the relevant latest technical specifications or standards, it being understood that, in case of any changes to the technical specifications or standard procedures, the Supplier shall inform the Purchaser prior to delivery of the Goods, and the Purchaser may – in its own discretion – either confirm the purchase or freely recede, without incurring any additional costs, charges or obligations whatsoever, except for compensation for damage.

4.4. The Supplier may not transfer or subcontract the supply of services to third parties – including in part – without the Purchaser’s prior consent in writing. In case of authorised subcontracting, effectiveness of the authorisation will be subject to the Supplier’s accurate observance of all occupational health and industrial safety regulations, to the subcontractors’ regular payment of contributions, and to any other applicable regulations on the subject, as well as to the subcontractor exhibiting all the documentation required by the current regulations, also in matters of social security and accident prevention.

4.5. The Supplier will retain ownership and possession of the wastes produced by it while carrying out maintenance activities, and is required to scrupulously observe the current waste regulations and to bear the relevant costs.

If so required by the Purchaser, the Supplier shall prove its observance of the provisions of the above-mentioned regulations while carrying out maintenance activities by producing forms and stock books.

5. Intellectual Property and Confidentiality Obligation

- 5.1. The Supplier warrants that – to its reasonable knowledge – the purchase, use and/or resale of the Goods or the supply of the Services to the Purchaser are not infringing any third-party intellectual property rights.
- 5.2. The Supplier takes due note that the Purchaser is entitled to ownership of the Technical Documentation (if any) and of the result of such activities as carried out by the Supplier and accepted by the Purchaser, and that the latter will be the exclusive owner of any commercial, technical, financial and economic information concerning its own products and/or activities which the Supplier may have become aware of during the performance of the contract, or anyway in connection therewith (“**Confidential Information**”).
- 5.3. The Supplier undertakes to keep in strict confidence all Confidential Information and not to use it for purposes other than the performance of the supply contract, including after expiry or termination thereof. The Supplier undertakes to impose the same confidentiality and secrecy obligations upon its employees, freelancers and any third parties having access to Confidential Information, and will remain jointly and severally bound with them also if they should breach their confidentiality obligations. The Supplier also undertakes to promptly return to the Purchaser – or destroy – all Confidential Information, at the latter’s request, upon contract termination. The aforesaid confidentiality obligations shall not apply to any information which is public knowledge or which must be disclosed by order of judicial authorities.
- 5.4. If Confidential Information is exchanged between the Supplier and the Purchaser via e-mail, the Supplier undertakes to use the encryption system provided for by the Boehringer Ingelheim Group’s procedures, using the special application available at: <http://guides.boehringer-ingelheim.com>.
- 5.5. If the Supplier intends to disclose information – including other than Confidential Information – concerning the current or previous contractual relations with the Purchaser, it shall from time to time ask the Purchaser for its prior approval in writing.

6. Packing, Transportation and Conveyance of Title (Where Applicable)

- 6.1. Unless otherwise expressly stated by the Purchaser, the Supplier shall take care of transporting the Goods to the address of via Lorenzini, 8, 20139 Milan. Except as otherwise provided for, transportation costs shall be borne by the Supplier.
- 6.2. The risks of possible damages to or loss of the Goods during transportation, and in any case until they are delivered to such address as stated in the point above, shall be borne by the Supplier. Title to the Goods will be conveyed to the Purchaser upon delivery thereof at such address as stated in the Purchase Order or – failing this specific address – at the Purchaser’s address.
- 6.3. The Goods shall be packed in such a way as to be clearly identifiable. The packing shall be adequate to the type of merchandise. In case of hazardous goods, transportation shall take place in compliance with the ADR regulations.
- 6.4. The Services shall be rendered at such address as stated in the Purchase Order or – failing this indication – at the Purchaser’s address.

7. Delivery of Goods and Supply of Services

- 7.1. The Supplier shall deliver the Goods and supply the Services within such time-limits as stated in the Purchase Order. The Supplier takes due note and agrees that prompt delivery of the Goods and prompt supply of the Services is of the utmost importance, and therefore delivery times shall be absolutely met.
- 7.2. If the Supplier fails to supply the Goods or to render the Services within such time-limits as specified in the Purchase Order, the Purchaser may – without prejudice to any right to terminate the contract through ordinary instruments of law – demand payment of a penalty for the delay alone of 1% (one percent) of the consideration for the Goods or Services concerned for each calendar day after the date originally scheduled for delivery of the Goods or Services. At the Purchaser’s option, such amount will either be deducted from any future payments, or shall be reimbursed by the Supplier. This is without prejudice to compensation for any further damage.
- 7.3. If delivery is made before the scheduled date, the Purchaser will reserve the right to accept or return the Goods, at the Supplier’s expenses.
- 7.4. Arrangements for delivery of the Goods shall be priorly made with the Purchaser; this will apply especially in case special arrangements are necessary for unloading operations, or if the Goods are expected to reach their destination outside the Purchaser’s usual working hours (9 a.m. to 5 p.m., Monday to Friday).
- 7.5. The Purchaser will have the right to reject any Goods delivered or Services rendered other than in compliance with the Purchase Order and the Technical Documentation (if any); unless otherwise agreed upon in writing between the Purchaser and the Supplier, the Purchaser will accept no tolerance margin as to the quantity of Goods delivered or Services rendered.
- 7.6. In case of delivery of non-compliant Goods or Services, the Purchaser may, at its own request, (i) return the non-compliant merchandise to the Supplier at the Supplier’s risk and expenses, or (ii) ask the Supplier to collect the non-compliant Goods at its own risk and expenses; (iii) ask the Supplier to resupply the non-compliant Services. Without prejudice to any other rights of the Purchaser, including compensation for any further damage and termination of the contract, the Supplier shall promptly replace any non-compliant Goods, at no charge for the Purchaser, if so requested.
- 7.7. The delivery of goods which are classified as hazardous to the environment, health and/or safety under the current regulations (CLP Regulation No. 1272/2008 EC and subsequent amendments and integrations thereof, or Directive 67/548/EC and subsequent amendments and integrations thereof) shall necessarily be accompanied by the supply of a Safety Data Sheet, as provided for by Regulation 1907/2006, as amended by Regulation 453/2010 and subsequent amendments and integrations thereof. Should the Supplier deliver goods with no Safety Data Sheet or with a Data Sheet which is not in compliance with the current regulations, the Purchaser will reserve the right to reject the goods at no charge.
- 7.8. Unless otherwise provided for, the Services requested by the Purchaser may be rendered from Monday to Friday, between 9 a.m. and 5 p.m., unless otherwise agreed upon in writing between the parties.
- 7.9. The Supplier, which is exclusively entitled to manage, control and supervise its own personnel, shall ensure that the personnel who will work to supply the individual Services it was entrusted with are always present in adequate numbers to carry out the contractual services workmanlike. Should any of the persons in charge of the Services be unavailable for any reason, the Supplier shall ensure continuity of contractual services. Conversely, should the Services be discontinued, the Purchaser will be entitled to immediately stop payments and to request payment of 5% of the contract price, multiplied by each day of service discontinuation up to a maximum of ten days, by way of penalty, without prejudice to compensation for any higher damage. Once the said time has elapsed without the Services having been regularly resumed, the Supplier will reserve the right to terminate the agreement, pursuant to and for the purposes of sect. 1456 of the Italian civil code.
- 7.10. In case of turnover of the Supplier’s employees rendering the services, the Supplier shall notify the Purchaser immediately upon turnover – unless this is objectively impossible for reasons beyond the Supplier’s control – in order to allow the Purchaser to initiate all internal procedures connected with access and safety permits. In this case, notice shall be given as soon as the Counterparty learns about the need leading to turnover. In no case shall a turnover of the personnel originally in charge of Services result in additional costs for the Purchaser.
- 7.11. The Supplier declares, under its own responsibility, that all the personnel employed to fulfil this agreement are employed by it, and that contributions as provided for by the law are regularly paid for this personnel. The Supplier will also take care of sending the Purchaser a document stating the personal details and professional qualifications of the persons supplying the Services. The aforesaid document shall be delivered to the Purchaser’s Manager before the start of Services.
- 7.12. In no case will the Supplier’s personnel be integrated into the Purchaser’s organisation, nor will any direct relationship take place. The Supplier shall appoint a contact person with Coordinating duties, who may give and receive all notices concerning such activities as provided for by this contract. This name shall be notified in writing. The Supplier’s failure to comply with the above will result in a breach of contract for its default or cause.
- 7.13. The Supplier will be entirely responsible for the safety of its employees in the performance of their duties, as laid down by Legislative Decree No. 81/2008 and subsequent amendments, as well as by the applicable regulations in general.

8. Terms of Payment

- 8.1. After the Delivery Date, the Supplier shall issue an invoice for the Price (or, in case of delivery in several tranches, for such part of it as applicable to each of these tranches).
- 8.2. Each invoice (unless otherwise specified in the Purchase Order or any other written document by the Purchaser) shall be issued in Euros and shall clearly state the Purchase Order number, all data as required by law, and any other information required by the Purchaser in order for the latter to claim VAT refund.
- 8.3. Subject to the Purchaser's rights under Article 8.5, and without prejudice to any other rights that it may have under the supply contract concluded as a result of an Accepted Purchase Order, the Purchaser shall make the relevant payment within 60 (sixty) days invoice date end of month (EOM) from receipt of a regular invoice in compliance with Article 8.2 – unless a later date has been agreed upon for payment – provided that the Supplier has fulfilled the obligations undertaken under the supply contract concluded as a result of an Accepted Purchase Order.
- 8.4. Unless otherwise provided for, payments shall be made by bank transfer to the Supplier's bank connection.
- 8.5. The Purchaser will be entitled (without prejudice to any other rights that it may claim) to offset any amounts due to it by the Supplier at any time under any agreements about the price in place between the Supplier and the Purchaser.

9. Insurance

- 9.1. The Supplier will be fully responsible for the safety of its own employees and/or freelancers in the carrying out of the activities they perform, and will be liable for all damages which they may suffer during them.
- 9.2. The Supplier furthermore declares that it has taken out adequate insurance coverage for property damage or personal injury. A copy of the said policy may be checked by the Purchaser on request. The Supplier shall also take care of policy renewals during the contractual relation, and send the Purchaser copies of these renewals.

10. Right of Audit

- 10.1. In order to audit the Supplier's manufacturing processes, quality systems, good administrative practice, and any other data which may affect the proper and timely supply of contractual services, the Purchaser may – periodically during the period of validity of the Purchase Order and for three years after the end thereof – conduct audits, including financial audits and, if applicable, audits of observance of the privacy regulations, with 5 working days' notice, during normal working hours, after agreeing on the dates with the Supplier, by requesting documents (also including invoices, receipts, contracts with third parties, notes of charges, vouchers, etc.), also at the Supplier's offices, through either its own personnel or specially appointed consultants. The Supplier undertakes to give its full and unconditional cooperation and to provide the necessary support, as well as all the requested documents and information, except only for documents and/or information concerning the Supplier's industrial secrets and/or intellectual property rights. Should audit activities bring out that the Purchaser was charged costs exceeding their actual value, the Supplier shall refund the aforesaid costs to the Purchaser within 30 days from receipt of the audit report.
- 10.2. All the information gained during the aforesaid inspections and audits will be regulated by Article 5 of these Terms and Conditions.

11. Force Majeure

- 11.1. The parties shall not be liable – or considered as defaulting – for any failure to fulfil or delay in fulfilling any of the obligations provided for by these Terms and Conditions due to circumstances beyond the reasonable control of either party, such as national strikes, fires, explosions, floods, earthquakes or other natural disasters ("Force Majeure").
- 11.2. In case of delays due to causes of Force Majeure, the Supplier shall send the Purchaser a notice in writing with as accurate as possible an estimation of the duration of the effects of the Force Majeure conditions. However, since the Purchaser cannot use the Services or Goods which are the purpose of the agreement while Force Majeure conditions persist, the Purchaser will reserve the right to purchase these Services or Goods from third parties.

12. Warranties and Responsibilities

- 12.1. The Supplier warrants to the Purchaser that the Services will be rendered and/or the Goods will be manufactured workmanlike and exclusively by personnel who are duly qualified and well-prepared, trained and informed about occupational risks and safety standards, adopting the utmost professional care and diligence. The supplied Goods will also be free from flaws and defects, fit for use, free from third party rights of any kind, provided with such certifications, marks (including the EC mark), instructions and documents as necessary or provided for from time to time, and in compliance with all Italian and EU regulations applicable thereto, with no exception.
- 12.2. It is understood that all Goods consisting of machinery, installations/systems, tools or equipment will be supplied with such working order guarantee as provided for by Sect. 1512 of the Italian civil code, for a period of not less than 24 months, unless otherwise provided for.
- 12.3. Notwithstanding the provisions of the law, the time-limit for reporting flaws and lack of quality will be 30 (thirty) days from delivery, or discovery of the flaw or lack, if hidden.

13. Indemnification

The Supplier shall indemnify and hold the Purchaser harmless from all losses – whether direct or indirect –, damages, claims, costs and expenses (including legal ones), and from any property damage or personal injuries anyway caused as part of the supply of the Goods and Services which the Purchaser may suffer as a result of or in connection with:

- i) failure to fulfil, partial fulfilment of or delay in fulfilling any obligations arising from the supply contract concluded as a result of an Accepted Purchase Order on the part of the Supplier, its employees, sub-contractors, suppliers and/or auxiliaries;
- ii) breach of the warranties given by the Supplier, including implicitly;
- iii) actions, omissions or careless acts (including any infringements of laws or obligations) by the Supplier, its employees, sub-contractors, suppliers and/or auxiliaries; and/or
- iv) any third party claims concerning infringements of intellectual and industrial property rights on the Goods and/or Services.

14. Withdrawal, Suspension and Termination

- 14.1. The Purchaser will have the right to withdraw from the contract at any time and for any reason, subject to prior notification in writing sent by registered letter with at least 30 (thirty) days' notice, by which it declares it wishes to make use of this clause. Both parties shall also have the right to withdraw from the contract if either party undergoes liquidation, or in case part or all of its assets are assigned for the benefit of creditors.
- 14.2. The Purchaser reserves the right to ask the Supplier to stop deliveries in case of strike, lock-out, fire, accident or stoppage of the Purchaser's business activity or production preventing or hindering use of the Goods or enjoyment of the Services. In any of the aforesaid instances, payment will be delayed until such time when deliveries of the Goods or supply of the Services are resumed.
- 14.3. The Purchaser's waiver to enforce its claims in case of the Supplier's infringement of these Terms and Conditions or the conditions laid down in the Purchase Order and/or Technical Documentation (if any) shall not be understood as a systematic waiver also in case of any further infringements of the terms and conditions laid down in the aforesaid document or of any other provisions.
- 14.4. Total or partial non-fulfilment of the obligations laid down by these Terms and Conditions will result in the Purchaser's right to terminate the contract, subject to prior intimation to fulfil pursuant to Sect. 1454 of the Italian civil code, whose time-limit shall not be less than 5 (five) calendar days; this is without prejudice to the Purchaser's right to obtain compensation for each and any damage arising from the Supplier's non-fulfilment or improper fulfilment, also in addition to such penalties as laid down in these Terms and Conditions.

14.5 Without prejudice to any rights or remedies which the Purchaser may have under the law, and without prejudice to compensation for damage, and without this resulting in any liability whatsoever for the Purchaser, the Purchaser will have the right to terminate the Purchase Order, or part thereof, with immediate effect pursuant to and for the purposes of Sect. 1456 of the Italian civil code, subject to prior notice in writing given to the Supplier, in the event that:

(a) the Supplier breaches or fails to fulfil:

- the obligations regarding privacy under Article 5;
- the obligations regarding the Export Control regulations under Article 17;
- such obligations as laid down in Article 10 Right of Audit;
- such obligations as laid down in Article 20 Code of conduct and Supplier code of conduct

b) insolvency, bankruptcy, reorganisation or forced liquidation proceedings are instituted against the Supplier.

15. Assignment of Contract – Change in Control

15.1. The Purchaser shall have the right to assign all or part of the contract, Purchase Order and Technical Documentation, as well as the rights and obligations provided for therein, to any company belonging to its group, with no need to seek the Supplier's consent.

15.2. The Supplier may not assign all or part of the contract, Purchase Order and Technical Documentation, as well as the rights and obligations provided for therein, without the Purchaser's prior consent in writing.

15.3. The Purchaser may terminate the contract forthwith by notice in writing given to the Supplier in case of a change in the Supplier's control or the Supplier's transfer of a going concern whose scope also includes the supply contract concluded as a result of an Accepted Purchase Order.

16. Processing of Personal Data

The Parties undertake to respect the applicable law relating to personal data protection and to process personal data of the other Party and its respective employees, collaborators, consultants or other subject for any purpose whatsoever involved in the implementation of the activity in accordance with these provisions.

The Supplier shall comply with applicable data protection Laws. To the extent that the Supplier, collects, processes or uses personal data on behalf of BI when rendering the Services ("Processing") according to Article 28 of the EU General Data Protection Regulation 2016/679, the Supplier shall, upon BI's request, enter into any additional contractual arrangement which is, in BI's reasonable opinion, required by applicable Law, especially in case of transfers of personal data to recipients outside the European Union. Such contractual arrangements may include (i) BI's standard contract for Processing, and/or (ii) the European Union's Standard Contractual Clauses for the transfer of personal data to processors and/or (iii) any other agreement that competent data protection authorities have declared to be compulsory or acceptable to comply with data protection Law obligations

17. Export Control

The Supplier declares that it is not included in any Sanctioned Party List, nor subject to 50% or more control by a party included in any Sanctioned Party List, and undertakes to immediately inform the Purchaser if this situation should change.

The Supplier takes due note that the Goods/Services supplied to the Purchaser may be subject to Trade Restrictions. In this case, the Supplier shall observe all the laws, as defined in point 2 above, and shall establish whether the Goods/Services which are the purpose of the Purchase Order are subject to restrictions; if so, it shall identify which specific trade controls/restrictions the Goods/Services are subject to.

Before proceeding with a Transaction concerning Restricted Goods/Services, the Supplier shall notify the Purchaser of the Trade Restrictions that the Goods/Services are subject to, specifying in which list they are included (e.g., the U.S. Commerce Control List) and which Trade Restrictions apply to the specific Transaction concerning the Restricted Goods/Services.

The Supplier undertakes to obtain and maintain – at its own expenses – any authorisations, approvals, applications for authorisation, permits or licences required to carry out the Transaction concerning the Restricted Goods/Services.

The Supplier shall cooperate with the Purchaser by providing – at the latter's request – information and any other kind of assistance required to classify the Restricted Goods/Services (e.g., inclusion in the US Export Control List) and by providing export documents, export licences, etc.

Supplier represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice and will not offer, promise, pay or arrange for payment or giving of any benefit or advantage to any individual or entity, including but not limited to Public Officials, as defined below, in exchange for an improper advantage in any form either directly or indirectly. In particular, Institution may not offer, promise or pay a bribe in order to fulfil, obtain or retain (i) regulatory requirements, (ii) any kind of business including any commercial transaction to which BI is a party, or (iii) any other improper advantage in connection with the business of BI. Institution is prohibited to request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services. In case of any doubt regarding the question whether or not a particular transaction may be regarded as a bribe, Institution must seek prior advice and approval of BI.

"Public Official" means any officer or employee of a local or foreign government or any department, agency, or instrumentality thereof, or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, or instrumentality, or for or on behalf of any such public international organization as well as healthcare professionals, working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government. Regardless of whether or not such transfer might constitute a bribe, Institution and Investigator may not transfer anything of value to a Public Official without the prior approval of the BI. Institution may not transfer anything of value to agents for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official.

The Supplier shall report any suspicion of past, actual or potential violations of this section to BI. If Institution is in doubt whether a certain act violates its obligations under this section, Institution shall contact the BI and shall delay the decision before taking the action.

18. Applicable Law and Court of Competent Jurisdiction

These Terms and Conditions will be governed by the laws of Italy. In case of any disputes between the Purchaser and the Supplier, the Courts of Milan shall have exclusive jurisdiction.

19. Severable Provisions

Should any of the provisions of these Terms and Conditions be or become unlawful, null and void or ineffective under any applicable law, such provision, insofar as severable from the remaining provisions, shall be considered to have been omitted from these Terms and Conditions, and shall in no way prejudice the validity or effectiveness of the remaining provisions.

20. Code of Conduct, Suppliers' Code of Conduct and Escape Clause

20.1. BI adopted its own Code of Conduct, which is available on the web site www.boehringer-ingelheim.it, and contains, among others, principles and rules concerning relationships with Public Administration, Public Officials and/or Civil Servants. In carrying out the activities regulated by these Terms and Conditions, the Supplier undertakes to fully comply with the principles and rules laid down by BI's "Code of Conduct". In the event that the Supplier has adopted its own code of conduct, he will send it to BITSPA or communicate where it is available.

20.2. BI adopted its "Suppliers' Code of Conduct", which can be viewed at the website <https://www.boehringer-ingelheim.it/about-us/il-gruppo-italia/il-gruppo-boehringer-ingelheim-italia>. In carrying out the activities regulated by these Terms and Conditions, the Supplier undertakes to fully comply with the principles and rules laid down by BI's "Suppliers' Code of Conduct", which is inspired by the following fundamental principles of business ethics and transparency (including, but not limited to: fight against corruption and direct or indirect rejection of all crimes against the Public Administration; fight

against private-to-private corruption and transparency in business transactions; fight against organised crime infiltration and fight against terrorism; environmental safeguard and protection; workplace health and safety; observance of the principles of fair competition; personal data protection).

20.3 Any reports concerning compliance and ethical issues can be sent to the e-mail address risk&compliancegmt.mil@boehringer-ingelheim.com. In the event that the Supplier notices behaviors of BI collaborators that constitute a violation of laws or ethics or principles of the Code of Conduct, it can report such behavior through the Boehringer Ingelheim Whistleblowing channel named Speak Up which can be accessed through the website www.boehringer-ingelheim.it

20.4. The Supplier's acceptance of the Purchaser's Purchase Order in such forms and to such address as stated in the Purchase Order, as well as any other forms of Purchase Order acceptance, including by conduct – such as the consignment of Goods to the Purchaser – will implicitly involve the Supplier's commitment to comply with the principles and rules of BI's "Code of Conduct" and "Suppliers' Code of Conduct".

21. Pharmacovigilance

BI is required by law to monitor all reports on the tolerability of its products and report them to the competent Health Authorities. In order to allow BI to fulfil pharmacovigilance obligations, the Supplier will promptly notify to the pharmacovigilance service of BI (and in any case within 24 hours) any adverse events, including special situations such as off label, abuse, misuse, exposure, overdose, exposure in pregnancy and lack of efficacy and therapeutic error, suspected transmission of infectious agents, lack of validity of waiting times and environmental problems (as defined in the European pharmacovigilance guidance - GVP Annex I and in European guidelines on veterinary Pharmacovigilance EudraLex Vol 9B) related to the use of BI medicinal products of which it becomes aware. If requested by the Supplier, BI will provide the list of its medicinal products (products for human and veterinary use).

The communication to Boehringer Ingelheim Italia S.p.A. must be made by the Supplier to the following e-mail address: PV_local_Italy@boehringer-ingelheim.com, specifying at least the following information:

- Patient data (sex and / or age or date of birth and / or patient initial)
- Contacts of the reporting
- the adverse Event / or the special situation
- the medicinal product of a Boehringer Ingelheim Italia S.p.A. (brand name or active ingredient)

The communication to Boehringer Ingelheim Animal Health Italia S.p.A. must be made by the Supplier to the following e-mail address: farmacovigilanza-AnimalHealth@boehringer-ingelheim.com, specifying at least the following information:

- Contacts of the reporting
- Data of the animal (breed, sex, weight, age) or the human patient (sex and / or age or date of birth and / or patient initial)
- the adverse Event / or the special situation
- the medicinal product of a Boehringer Ingelheim Animal Health Italia S.p.A. (brand name or active ingredient)

The Supplier ensures that its staff will be instructed according to this clause. The communication of such information should not be considered a substitute to the provisions of applicable legislation on pharmacovigilance adverse event reporting to health authorities by healthcare professionals (D.M. n. 143 del 23/06/2015 GU n. 143 del 23/06/2015 e D.Lgs. n. 193 del 06/04/2006).

Pursuant to and for the purposes of Sections 1341 and 1342 of the Italian civil code, the Supplier also declares that it specifically approves the clauses contained in the following points of the aforesaid Terms and Conditions: **4 (Technical Specifications and Compliance with Procedures)**, **7 (Delivery of Goods and Supply of Services)**, **12 Warranties and Responsibilities**, **14 (Withdrawal, Suspension and Termination)**, **18 (Applicable Law and Court of Competent Jurisdiction)** and **20 (Code of Conduct, Suppliers' Code of Conduct)**.