

# GENERAL PURCHASE TERMS AND CONDITIONS OF THE COMPANY **oncomed manufacturing a.s.** (hereinafter referred to as "GPTC")

## 1. Validity of General Purchase Terms and Conditions

- 1.1. Effect of GPTC.** This GPTC shall regulate mutual rights and obligations of the company oncomed manufacturing a.s., ID-No.: 24711667, with its registered office at Brno, Karásek 2229/lb, ZIP Code 62100, Czech Republic (hereinafter referred to as the "Purchaser") and their contractual and business partners acting as entrepreneurs. GPTC are obligatory for any business relation of the Purchaser and its business partners in which the Purchaser acts as the client, or the purchaser or any similar status in the purchase agreement, agreement on work, service agreement or agreements with similar subject-matter including framework agreements on the basis thereof sub-contracts are concluded with the subject-matter hereinbefore.
- 1.2. Consent with GPTC.** With proposal of the offer to the Purchaser and/or confirmation of the order by the Purchaser and/or by means of conclusion of the agreement and/or supply of the goods, the contractual partner who acts as a seller, a supplier or a contractor or in any similar status towards the Purchaser (hereinafter referred to as "Contractor") confirms that it agrees with the wording of this GPTC and is fully bound by it.
- 1.3. Application of GPTC.** This GPTC shall be used in a full scope if the Purchaser and its Contractor (collectively hereinafter referred to as the "Parties") do not otherwise agree upon some conditions in the contract. Written agreements of the Parties differentiating from this GPTC prevail to the provisions of this GPTC.
- 1.4. Other conditions.** Use of General Business Terms and Conditions of the Contractor is hereby excluded unless they are explicitly accepted in writing by the Purchaser. Behaviour of the Purchaser and performance of the contracts by the Purchaser shall not be valid as the agreement with application of conditions different from the GPTC of the Purchaser.

## 2. Agreement

- 2.1. Subject-matter.** Unless otherwise determined, the term "goods" also includes performance of work, provision of the service or similar performance conducted by the Contractor on the basis of the agreement concluded with the Purchaser.
- 2.2. Enquiry.** Non-binding enquiry of the Purchaser by means of which the Purchaser shall enquire from the Contractor a specific offer of the Contractor to supply goods specified in the enquiry, is binding for the Contractor in relation to the offer in its full scope including all appendices, in particular, but not limited to, quality or quantity requirements requested by the Purchaser regarding enquired goods. Any offer of the Contractor comprising any deviation from the enquiry of the Purchaser is not deemed to be an offer provided as a follow-up to the enquiry of the Purchaser.
- 2.3. Order.** Only written orders of the Purchaser are binding or the orders of the Purchaser sent via e-mail if this manner is technically feasible and is agreed upon and used by and between the Parties as part of their business relationship. The order of the Purchaser is valid only if it is placed by the authorized person. Oral or telephonic orders or agreements as well as their annexes require subsequent confirmation by the Purchaser, or the person authorized by the Purchaser which may be done in writing or electronically via an e-mail. If any quality or quantity requirements required by the Purchaser on the goods are part of the order, such as required durability of the goods, the Contractor is bound by them. Placing an order as a follow-up to a previous order by the Contractor is deemed to be conclusion of the agreement. If the order of the Purchaser is not done following the previous offer of the Contractor, the agreement is concluded at the moment of confirmation of the order of the Purchaser by the Contractor. Any confirmation or acceptance of the order of Purchaser by the Contractor with any even irrelevant deviation, is not a confirmation of the order but a new offer and provision of the Section 1740 (3) of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "CC") shall not be applied regarding the acceptance of the order of the Purchaser by the Contractor. If the order of the Purchaser contains the number of the order of the Purchaser, the Contractor is obliged to indicate it on all business documents regarding legal relationship arising on the basis of the particular order of the Purchaser, particularly on tax documents.
- 2.4. Respecting the form.** If the form of legal act is not respected by the Parties in this article 2 of this GPTC, invalidity of further act may be objected also if it was already performed. Provision of the Section 582 (2) of CC shall not be applied in this case.
- 2.5. Place of delivery, danger of damage to the goods.** Unless otherwise agreed upon by and between the Parties in the agreement, the place of delivery and take-over of the goods is the registered office of the Purchaser and as the delivery party DDP is agreed to be the registered office of the Purchaser – Brno (INCOTERMS 2010). The Contractor hereby takes into account that in case of conclusion of the purchase agreement the goods may be delivered to the delivery place only during working hours of the warehouse of the Purchaser, i.e. Monday – Friday (outside public holidays) 07:00 am – 3:30 pm. If the goods are delivered by the Contractor to the Purchaser via a carrier, the Contractor is obliged to enclose all documentation to the delivered goods or otherwise place the documentation on outer part of the packaging of the delivered goods. If the documentation to the goods is not accompanied as indicated by the previous sentence, the Purchaser is not obliged to take over the goods. The goods are delivered if the representative of the Contractor or the carrier – in case the goods are transported – hands over the goods physically to the Purchaser or its assigned representative on the place of delivery and if this fact is confirmed by the Purchaser or its representative on the respective document (a handover protocol, a delivery note, a payment receipt etc.). The danger of damage to the goods shall shift to the Purchaser at the moment of proper delivery. The Contractor shall arrange a suitable transport manner on its own costs as well as a suitable packing of the goods in such a way that there is no damage to the delivered goods during the individual deliveries. The Contractor shall ensure in particular, but not limited to, that the goods requiring transport under determined controlled, security or similar conditions were transported under the determined and controlled conditions or with the respective safety measures.
- 2.6. Transmitting and retaining the title.** The title to the goods shall be transmitted to the Purchaser at the moment of its proper delivery pursuant to the article 2.5. GPTC. Retaining the title shall be explicitly agreed upon in the contract.
- 2.7. Delivery date.** Unless otherwise agreed upon in the agreement by and between the Parties, the delivery dates agreed upon in the agreement are obligatory. Premature delivery comparing to the delivery date agreed upon is possible only after a previous written consent of the Purchaser and does not have an impact on the payment of the price agreed upon. Unless the delivery date is indicated in the contract or an order, the delivery date is deemed to be 10 business days from the day of sending the order of the Purchaser to the Contractor. The Contractor undertakes to inform the Purchaser without undue delay on all foreseeable delays of delivery. Breach of delivery date is also deemed to be a delivery of the goods within the delivery date agreed upon but in the amount smaller than agreed upon. If the delivery date is not met, the Purchaser is, apart from other legal claims, entitled to require delivery of the goods, for indemnification of damage arisen due to delay as well as to withdraw from the agreement. Liability for delay in delivery caused by a sub-contractor to the Contractor or by a third party shall be borne by the Contractor. The Purchaser is entitled to return earlier or excessive deliveries or not accept them under the costs of the Contractor.

- 2.8. Purchase price.** The purchase price of the goods shall be determined according to the offer accepted by the Purchaser from the Contractor and/or according to the price list of the Contractor which is agreed upon in advance in writing by the Purchaser. Change of the prices is possible only after previous written agreement of the Parties. The purchase price is deemed to be a fix and final purchase price for the goods.
- 2.9. Reimbursement.** The purchase price of the goods shall be reimbursed by the Contractor to the Purchaser only after a proper delivery of the goods with the electronic tax document (an invoice) with all properties according to the respective legal regulations containing the number of the order of the Purchaser whereas it shall be delivered electronically via an e-mail to the following address of the Purchaser: faktury@oncomed.cz. Both the Purchaser and the Contractor explicitly agrees with issuance and receipt of a tax document in the electronic form according to the previous sentence. Payment of the invoice is 30 days from the day of its delivery to the Purchaser, unless otherwise agreed upon in the agreement between the Parties. Obligatory properties of each invoice are, apart from properties of a tax document, required by the respective legal regulations, also indication of the place of delivery of the goods, inclusion of the goods in the custom nomenclature and in case of the Contractor with its registered office outside the Czech Republic also information regarding the amount, weight and the country of the origin of the delivered goods. Furthermore, the Contractor is obliged to enclose a copy of a document confirming delivery of the goods to the Purchaser to each invoice pursuant to the article 2.5. GPTC. If the invoice of the Contractor does not contain properties and appendices pursuant to this GPTC, it is not deemed to be properly delivered to the Purchaser and payment due date of the invoice is initiated from the moment of delivery of the invoice in the indicated manner and with all properties of this article 2.9. GPTC.
- 2.10. Declaration and obligations of the Contractor in relation to the delivered goods.** The Contractor is obliged to ensure that the delivered goods is in accordance with legal as well as all other generally binding regulations as well as technical and other standards valid in the Czech Republic and EU. The Contractor is also obliged to ensure that all goods were properly marked according to the obligatory standards valid in the Czech Republic and EU. The Contractor is obliged to deliver all delivered goods with the respective inspection certification that it complies with the obligatory regulations valid in the Czech Republic and EU if it is required by these regulations or it was agreed upon by and between the Parties. If any regulations intended for good manufacturing practice are related to the delivered goods, the Contractor further undertakes and declares that all delivered goods were produced in line with the respective good manufacturing practice related to such goods. The Contractor declares that the Contractor and the goods delivered by it properly meet the requirements of legal and other standards related to the environmental protection.
- 2.11. Notification.** The Contractor shall inform the Purchaser of all changes and deviations that may influence the quality of the delivered goods.
- 2.12. Documents.** Manuals to the delivered goods, any possible assembly instructions, documents on the use and operation of the goods and documents required for maintenance and repair of the goods, technical documentation, initial revision (if conducted) as well as declaration of conformity, security documents and documents comprising information on the storing manner and handling of the goods shall be delivered to the Purchaser complete and without any free of charge in the Czech language not later than with the delivery of the goods, unless the Purchaser requires in writing or in the electronic form via e-mail otherwise. The Contractor is not entitled to determine other conditions for use of the goods in those documents and any similar conditions shall not be taken into account and are not binding for the Purchaser. The Purchaser is entitled to reproduce, process the instructions and documents and further provide its customers with them.
- 2.13. Liability for defects.** The Contractor shall be liable to the Purchaser for defects of the goods which the goods had at the moment of their delivery. The Purchaser shall conduct an inspection of the goods as part of the initial inspection of the goods prior to the first use of the goods by the Purchaser. The goods have defects also when they do not have declared particular properties, quality or do not comply with the requirements according to the order or their regular purpose of use.
- 2.14. Warranty.** The Contractor shall provide the warranty to the goods which were marked in the offer of the Contractor as goods with a certain shelf life or durability lasting until the date of shelf life or durability indicated on the packing of the goods. The Contractor undertakes to deliver goods that were marked in the offer of the Contractor as the goods with a certain shelf life or durability in such a way that the durability or shelf life of the goods is as of the day of delivery of the goods to the Purchaser higher than 80% of the determined period of durability or shelf life of the particular goods, unless otherwise agreed upon in the agreement. The Contractor shall provide a warranty to other goods lasting for 24 months from the day of release of the goods to operation from the initial inspection of the goods conducted by the Purchaser, whereas the initial inspection shall be conducted by the Purchaser prior to the first use of the goods by the Purchaser. Regardless the previous sentence, the warranty period shall lapse not later than after 36 months from the delivery to the Purchaser. If construction works are part of delivery of the Contractor, the warranty period is 60 months from the day of the take-over of the delivery by the Purchaser. Duration of warranty period pursuant to this art. 2.13. GPTC shall not be applied, if the Contractor provides a longer warranty period. Regardless the fact whether defective performance means a significant or insignificant breach of the agreement, the Contractor shall guarantee that the goods or any of their parts which is found defective or has a guarantee period shall be, as required by the Purchaser, either changed for a new one or at the same time delivered to the place determined by the Purchaser, or repaired by the Contractor and/or the Contractor will provide a discount from the price for defective goods. The same is valid in case that the delivered goods do not comply with technical requirements or properties and requirements specified by the Purchaser, in particular, but not limited to, the properties in line with declaration and obligations of the Contractor pursuant to the art. 2.10 GPTC. If the goods were delivered as part of the numbered batch, the Contractor is liable for defects of the goods in relation to the whole defective batch delivered, or the Purchaser is entitled for a claim arising from defects in relation to the whole batch marked in this way, if the defect incurred for any piece of the goods in the particular batch. All costs related to the aforementioned procedure including the transport costs shall be borne by the Contractor. The Contractor is obliged to remove defects within the period determined by the Purchaser and in case there is not any such a period, within an adequate period not later than within 15 days from the day when it was notified of the defects by the Purchaser. If the Contractor does not remove defects within the period pursuant to the previous sentence, the Purchaser is entitled to withdraw from the agreement fully or partially and require indemnification or removal of defects with its own means or eventually have them removed by a third person – all on the costs and risk of the Contractor. The aforementioned guarantee terms and conditions also relate to substitute deliveries and repaired defects; which means that periods indicated in this art. 2.13. GPTC shall run again after removal of the defect.

- 2.15. Contractual penalty.** If the Contractor breaches its obligation to deliver the goods within the delivery term or is delayed with removal of defects of goods, it shall pay a Contractual penalty to the Purchaser in the amount of 0.05 % from the price of the goods that is related to the delay for each initiated day of delay. The claim of the Purchaser for indemnification in full amount along with the contractual penalty and exceeding the Contractual penalty is not affected.
- 2.16. Indemnification.** The Contractor shall indemnify all and any damages to the Purchaser arising as a result of behaviour of the Contractor, which breaches the ownership title of third persons in relation to the goods or delivery or use by the Purchaser or its customers. The obligation for indemnification caused by the Contractor to the Purchaser is not anyhow limited and any of its limitation is excluded.
- 2.17. Withdrawal from the agreement.** The Purchaser is entitled to withdraw from the agreement fully or partially or require postponement of effect of the agreement to later date without any further claims by the Contractor also in case of breach of some of the obligations of the Contractor resulting from the agreement or this GPTC.
- 2.18. Termination of the contract by a notice.** If there is an option in the agreement to terminate the agreement with a notice, a notice period shall be initiated from the first day of the month following delivery of valid written notice to the other Party. Termination of the agreement with a notice does not affect obligation of the Parties to perform already concluded subcontract.
- 2.19. Insurance.** The Contractor is obliged to arrange indemnification insurance and insurance of liability for costs of collection of defective goods for repair and liability insurance against third party liability for injury, property loss and financial loss with the insurance cover at least in the amount of CZK 5 000 000,- for each insurance claim, retain the insurance valid during duration of the contractual relation without any breach and if requested to provide the Purchaser with a document.
- 2.20. Intellectual property.** If the subject-matter of the agreement is a delivery of the intellectual property to the Purchaser (e. g. graphical design and modification, logos, audio-visual and literary work, databases including their actual physical versions), the Purchaser is also entitled for unlimited exclusive rights not limited by time and space to all manners of its use whereas the Contractor is also liable for unanticipated performance of the right by the Purchaser.

## 3. Collective and Final Provisions

- 3.1. Assigning and set-off.** The Contractor is entitled to assign the receivables towards the Purchaser only after previous written consent of the Purchaser. Unilateral set-off of receivables of the Contractor against the receivables of the Purchaser is not accepted without previous written consent of the Purchaser. The Purchaser is entitled to assign all, meaning also undue receivables against the Contractor or unilaterally set them off against its own receivables without previous written consent of the Contractor.
- 3.2. Change of circumstances.** The Contractor takes over a possible danger of change of circumstances within the meaning of the provision of the Section 1765 (2) of CC. This does not affect the rights of the Purchaser resulting from the change of circumstances in accord with the provision of the Section 1765 and 1766 of CC.
- 3.3. Force majeure.** If the delivery of the goods is delayed, goods are damaged, or any obligation resulting from the agreement or this GPTC is breached, the Contractor shall also prove that these circumstances undoubtedly occurred as a result of circumstances not caused by the Contractor, or circumstances outside a will of the Contractor such as a fire, forfeiture, embargo, riot, epidemics, official bans, general lack of a certain material, restriction of energy consumption, etc., or as a result of accepted measure of public authority, the Contractor is not delayed with delivery of the goods or meeting legal obligations whereas delivery term of the goods by the Contractor is prolonged by the period the respective circumstances lasted; if these circumstances last for longer than 14 days, the Purchaser is entitled to withdraw from the agreement.
- 3.4. Confidentiality.** The Contractor undertakes to find all business-related as well as technical information found during the contractual relationship with the Purchaser as a trade secret whereas it undertakes to maintain confidentiality about such facts. Logos, blueprints and similar intellectual property and background material of the Purchaser cannot be made accessible or otherwise provided to third persons without previous written consent of the Purchaser. The Contractor is entitled to do any reproducing and spreading of such subject only with a previous written consent of the Purchaser and in the scope according to the legal regulations as part of the intellectual property right. The Contractor is obliged to return the provided subjects to the Purchaser after meeting the obligation without undue delay. The Contractor is obliged to bind its subcontractors in the same scope mentioned in this art. 3.4. of GPTC. Without previous written consent of the Purchaser, the Contractor is not entitled to inform any third party about any information regarding a rise, conditions and content of the contractual relationship and business cooperation between the Contractor and the Purchaser.
- 3.5. Data processing.** The Purchaser is entitled to record and process the data on the Contractor for its own need which was received on the basis of the business relationships or in relation to them originating both from the Contractor or third persons.
- 3.6. Non-exclusivity principles.** The contractual relationship of the Contractor and the Purchaser shall be agreed upon as non-exclusive when none of the provisions of this GPTC shall not be interpreted in such a way that would anyhow limit any of the Parties in acting and conclusion of agreements with third parties with the same or similar subject-matter resulting from the business relationship of the Parties.
- 3.7. Packing.** If the goods delivered by the Contractor according to the agreement or this GPTC are materials that are intended for packing of devices, tools as well as other products of the Purchaser or are related to the packing material in which delivered goods are packed which is not packing material, the Contractor undertakes that the goods delivered in this way and their packing meet conditions expected by valid and effective legal regulations as well as related legislature in the area of packing and waste. If the goods are delivered on pallets, the Contractor undertakes to deliver the goods only on pallets with the certification IPPC according to the ISPM FaO 15 standard and marked with the respective sign confirming certification of the pallets pursuant to this sentence whereas such pallets are part of delivery of the goods.
- 3.8. Governing law.** All legal relationships resulting from this GPTC or from a contract concluded between the Parties shall be governed by law of the Czech Republic, particularly the Act No. 89/2012 Coll., Civil Code, as subsequently amended, with specific exclusion of application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 3.9. Severability.** If particular provisions of this GPTC or individual agreements are or become invalid and/or unenforceable, it shall not result in invalidity and/or unenforceability of the whole GPTC or individual agreements. In this case, the Parties undertake that instead of invalid and/or unenforceable provision they will arrange such an amendment that is from the economic perspective closest to the purpose meant by the invalid and/or unenforceable provision.
- 3.10. Code of Conduct for Suppliers and Business Partners.** The supplier is obliged and undertakes to comply strictly with the Code of Conduct for Suppliers and Business Partners (hereinafter referred to as the "Code of

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Conduct"), which is available at the website [www.oncomed.cz](http://www.oncomed.cz). Violation of any provision of the Code of Conduct is the reason for withdrawal from the contract by the buyer.

- 3.11. Force and effect. This GPTC shall become valid and effective on 01.11.2019. The Purchaser is obliged for unilateral change of this GPTC. The current wording of this GPTC is available at the website [www.oncomed.cz](http://www.oncomed.cz).