



General Sale and Delivery Terms and Conditions of Alexion Pharma GmbH, Switzerland

1 Applicability

Sale and delivery of the products of Alexion Pharma GmbH, Giesshübelstrasse 30, 8045 Zurich, ("ALEXION") occur exclusively as provided for in the following General Sale and Delivery Terms and Conditions ("Terms of Sale"), which the ordering party acknowledges by placing the order or taking delivery of the products. They also apply to all similar transactions with the ordering party in the future. The applicability of contrary and/or additional terms and conditions of the ordering party is precluded hereby even if ALEXION does not explicitly object to them. They do not become part of the contract even if they were referred to in an order, unless Alexion previously expressly agreed in writing that the ordering party's terms and conditions should apply.

2 Delivery requirements

- 2.1 ALEXION exclusively supplies ordering parties that meet the requirements of the Law on Medicinal Products and, where applicable, legislation governing the medical profession. ALEXION reserves the right to require proof from the ordering party that it satisfies the requirements named in item 2.1 sentence 1 (e.g., photocopy of license).
- 2.2 The ordering party must notify ALEXION unsolicited and without delay if a required license expires or the ordering party no longer satisfies the requirements in the laws named in item 2.1 sentence 1 for other reasons.

3 Contract

ALEXION's offers are subject to change. By placing an order the ordering party makes a binding statement that it wishes to purchase the products indicated in the order ("Products"). A contract is created through ALEXION's written order confirmation or through delivery as ordered within 10 business days after the order is received by ALEXION, and is based exclusively on the content of the order or of the order confirmation and on the present Terms of Sale.

4 Prices and payment

- 4.1 The prices for pharmaceutical products delivered in Switzerland are the list prices in effect at the time of delivery, provided no provision to the contrary is made in the present Terms of Sale.
- 4.2 Applicable value-added tax will be added to all ALEXION's prices, which are ex-works/warehouse of ALEXION and include packaging costs and shipping costs and duties indicated on the invoice. The latter will be billed additionally. ALEXION has the right to charge additional reasonable costs for special services requested by the ordering party (e.g., costs for special safety and security precautions or services).

- 4.3 All invoices are due and payable without deduction within 30 days from the billing date. ALEXION grants a 1.5-percent cash discount for payment within 10 days of the billing date. Payment of the invoice amount is made exclusively to the ALEXION account indicated on the invoice. Payments by the ordering party are not considered complete until ALEXION has received the payment.
- 4.4 If the payment target granted in item 4.3 of 30 days after the billing date is not met, ALEXION has the right to charge late interest at the rate of 5 percent per annum. The right to claim further damages shall remain unaffected thereby, including but not limited to greater specific damage from the delay.
- 4.5 The ordering party has the right to perform set-off only if its counterclaim is undisputed by ALEXION or has been established as final and unappealable by a court of law.
- 4.6 The ordering party is authorized to assert a right of retention only insofar as its counterclaim is based on the same contract and is undisputed by ALEXION or has been established as final and unappealable by a court of law.
- 4.7 All demands by ALEXION, including those for which installment payments are agreed, immediately become due and payable if the ordering party is late with a payment or if ALEXION learns of a significant deterioration in the ordering party's financial condition after the contract is made. In that case ALEXION is also entitled to perform outstanding deliveries only in exchange for prepayment or the provision of security. If the prepayments or security have not been provided even after expiration of a reasonable grace period, ALEXION may rescind any or all affected contracts, in each case partially or in toto. ALEXION reserves the right to assert additional rights.

5 Delivery and transfer of risk

- 5.1 Delivery dates and delivery periods are binding only if confirmed by ALEXION in writing as "binding." Agreed delivery periods begin on the shipping date. A condition for complying with any agreed delivery periods is the timely and proper satisfaction of the ordering party's obligations. In particular these include providing required documents (such as permits, approvals, any confirmations) and the receipt by ALEXION of any prepayment where so agreed. ALEXION has the right to deliver even before the agreed delivery date.
- 5.2 Delivery is subject to timely and accurate delivery by our own suppliers. If ALEXION does not receive timely delivery due to reasons for which ALEXION is not responsible despite making a covering transaction, ALEXION has a right of rescission. In case of non-timely or inaccurate delivery by our own suppliers, ALEXION must promptly notify the ordering party of the lack of availability and promptly refund any consideration already provided by the ordering party.
- 5.3 If a delivery date is missed due to reasons for which ALEXION is responsible, the ordering party must set a grace period for ALEXION in writing including the threat to reject performance, and is not entitled to rescind the contract until after the end of the grace period. This does not apply if, as an exception, setting a grace period is not necessary.
- 5.4 Unforeseen occurrences such as disruption of operations, missed delivery periods or delivery failures by ALEXION's suppliers, shortage of labor, shortage of energy or raw

materials, orders by public agencies, labor struggles, severe disruption of transport, and force majeure (assuming ALEXION is not at fault therefor) and other occurrences that are beyond ALEXION's control and for which ALEXION is not responsible shall, for the duration thereof, relieve ALEXION from its duty of timely delivery and performance. Agreed periods shall be extended by the length of the disruption; the ordering party will be reasonably notified of the occurrence of the disruption. If the end of the disruption is not foreseeable or if it lasts longer than one month, either party may rescind the contract with respect to the amounts affected by the disruption of delivery. If ALEXION is in arrears at the time the disruption occurs, that should not in itself be taken as grounds to assume it is at fault.

- 5.5 ALEXION may provide partial deliveries for justified reasons. If ALEXION provides a partial delivery, ALEXION shall pay any additional shipping costs that may result.
- 5.6 Shipping will be by an appropriate shipping method in conventional packaging. If the ordering party desires a shipping method or packaging type different from sentence 1 with ALEXION's consent, any resulting additional costs shall be at the ordering party's expense.
- 5.7 Place of fulfillment is the location of ALEXION's main office.
- 5.8 If the delivery or shipment is delayed due to reasons for which the ordering party is responsible, risk transfers to the ordering party on the day notice is given that the Product is ready for shipping.
- 5.9 If the ordering party delays with acceptance or by failing to perform assistance actions, the risk of incidental perishing or deterioration of the Product transfers to the ordering party at the time the delay occurs. ALEXION may demand compensation for damage occurring as a result, plus any added expenses.
- 5.10 If ALEXION delays, ALEXION is liable for damage suffered by the ordering party as a result only in case of intentional misconduct or gross negligence. Further legal rights and claims of the ordering party shall remain unaffected thereby.

6 Returns and exchanges

Products that are properly delivered and free of defects can fundamentally neither be exchanged nor returned. If the ordering party sends the Product back without a prior written agreement, ALEXION is not required or obligated to accept the Products, send them back to the ordering party, or store them.

7 Warranty and inspection duty

- 7.1 The ordering party's warranty rights require that it inspect the goods following delivery in conformance with OR (Swiss Code of Obligations) Art. 201 and notify ALEXION of defects in writing promptly, but no later than seven days after receipt, indicating the delivery note number. Hidden defects must be reported to ALEXION in writing promptly after discovery. The postmark on the report letter is sufficient to establish timeliness.
- 7.2 For every defect report, ALEXION may require that the ordering party send the Products concerned back to ALEXION at ALEXION's expense. If a defect report by the ordering party proves to be unjustified, the ordering party is required to pay all expenses incurred in this context (such as shipping costs). Products requiring cold storage will be retrieved

by ALEXION from the ordering party, who must keep them in cold storage in conformance with the storage requirements until that time. The ordering party must certify in writing that proper storage conditions were maintained.

- 7.3 ALEXION is not responsible for loss of quality or reduction in the efficacy of the Products if the Products were not properly stored or were stored beyond their expiration date by the ordering party. All the ordering party's claims based on any defect in the Products shall cease to apply in this case.
- 7.4 Should the delivered Products contain a defect, ALEXION is entitled first to replace them at no cost to the ordering party. If the replacement is unsuccessful or if ALEXION is unable to provide it within a reasonable period, the ordering party may demand a reduction in the compensation or rescission of the contract, at its election. The right to demand damages shall remain unaffected thereby. Products replaced by ALEXION become the property of ALEXION.
- 7.5 Claims due to material defects expire one year from delivery of the Products unless the delivery of defective Products represents an intentional fraud.
- 7.6 Further rights and claims are precluded hereby unless otherwise provided for in section 8.

8 Liability and damages

- 8.1 ALEXION is liable for damage suffered by the ordering party only in accordance with the applicable legal provisions insofar as it was caused by ALEXION or its agents through intentional misconduct or gross negligence. These limitations of liability also apply to any compensation claims regardless of the cause in law, specifically including but not limited to liability in tort, default in performance, and culpa in contrahendo.
- 8.2 Claims under product liability law and any other compulsory legal liability provisions are excepted from the limitation of liability in item 8.1.
- 8.3 ALEXION is not responsible for damage resulting from any improper handling or use of the delivered Products.
- 8.4 The ordering party is required to take reasonable precautions to avert and reduce harm.

9 Reservation of title

- 9.1 Delivered Products remain the property of ALEXION until all demands of ALEXION from the business relationship with the ordering party have been paid in full ("Products with Reserved Title").
- 9.2 The ordering party is permitted to sell the Products with Reserved Title only in the ordinary course of business. The ordering party is not entitled to pledge the Products with Reserved Title, transfer them to third parties by way of security, or make any other dispositions putting ALEXION's ownership at risk. The ordering party must promptly notify Alexion in writing in case of seizure or any other intervention by third parties affecting the Products with Reserved Title. The ordering party will be liable to Alexion for the resulting loss insofar as the third party is not able to compensate Alexion for any court and out-of-court costs.

- 9.3 By concluding the delivery contract the ordering party already assigns and transfers its demand from the resale to ALEXION, which hereby accepts such assignment. The ordering party is authorized (subject to revocation) to collect the demand assigned to ALEXION in its own name as trustee for ALEXION. ALEXION may revoke such authorization and the right of resale and disclose the assignment if the ordering party is in arrears with essential obligations, such as making payment to ALEXION. As long as the ordering party fulfills its payment obligations and in particular if no request to initiate insolvency proceedings has been filed, ALEXION agrees and undertakes not to notify the third-party debtor of the assignment of the demand and not to collect the demand.
- 9.4 On request the ordering party must provide or surrender to ALEXION the information and documents necessary to assert the assigned demands, provided they do not contain confidential patient data and there is no legal prohibition against the disclosure.
- 9.5 The ordering party must immediately notify ALEXION of interventions or claims by third parties affecting the Products with Reserved Title, providing the necessary documents. The ordering party will simultaneously notify the third party of ALEXION's reserved title. The ordering party must pay the costs of defending against such interventions and claims.
- 9.6 The ordering party is required to handle the Products with Reserved Title with care for the duration of the title reservation and to adequately insure them at its own expense against all common risks including but not limited to theft, fire, and water damage.
- 9.7 If the ordering party is in arrears with essential obligations such as making payments to ALEXION, ALEXION can – without prejudice to other rights – take back the Products with Reserved Title and dispose of them elsewhere for the purpose of satisfying payable demands against the ordering party. In this case the ordering party will immediately permit access to the Products with Reserved Title and surrender them to ALEXION or ALEXION's agent. If ALEXION demands such surrender based on this provision, this is not considered rescission of the contract.
- 9.8 In case of delivery to other jurisdictions where the above arrangements regarding reservation of title do not have the same security effect as in Austria, the ordering party will do all it can to promptly provide corresponding security rights. The ordering party will cooperate in all measures such as registration, publication, etc. that are necessary and conducive for the effectiveness and enforceability of such security rights. If such measures are taken after the payment period as provided for in item 4.4 has passed, all costs for such measures shall be paid by the ordering party.
- 9.9 If so requested by the ordering party, ALEXION must release its security under the above provisions to the extent the recoverable value thereof exceeds ALEXION's total secured demands by 20 percent.

10 Indemnification

The ordering party will not alter the delivered Products nor the appurtenances nor packaging thereof; in particular it will not alter nor remove the warnings present concerning risks of improper use of the Products. If the ordering party violates the preceding provision, it will indemnify ALEXION and hold it harmless internally from product liability claims by third parties unless it is not responsible for the error triggering the liability.

11 Assignment

The ordering party is not authorized to assign its contractual rights to third parties without ALEXION's express written consent.

12 Jurisdiction, applicable law

12.1 If the ordering party is a business owner, legal public-law entity, or special fund under public law, then the court with jurisdiction for Zurich, Switzerland, shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship. However, ALEXION is entitled to sue the ordering party in any other venue with jurisdiction over the ordering party.

12.2 These terms and conditions are governed by and shall be construed in accordance with the laws of Switzerland, precluding the conflict-of-laws provisions of private international law and UN commercial law (CISG).

13 Other provisions

Only with prior written consent from the other contracting party can either party advertise using the business relationship, particularly the company name, portions thereof, and/or company logo.