

## **BINDING TERMS & CONDITIONS of PURCHASE**

1. **DEFINITIONS:** "Seller" shall mean the party to the transaction that manufactures, performs, delivers and supplies (as the case may be) and "Buyer" shall mean any VIATRIS entity or/and affiliate that purchases, receives and pays the goods or/and services ("Goods" or/and "Services") under this Purchase Order ("PO") or/and any Contract, Scope of Work related to such PO.
2. **PURCHASE:** This purchase is expressly conditional on Seller's assent to all Terms and Conditions herewith contained in this PO that supersede over those stated in Seller's quotation or offering documents and/or communications, and/or invoice, and/or delivery note. Any attempt by Seller to interpose different or additional terms or conditions, or to in any respect alter or reject Buyer's Terms and Conditions, is rejected by Buyer and shall not become part of the transaction between Buyer and Seller.
3. **WARRANTY:** Seller expressly warrants all Goods or/and Services (as the case may be) meet Buyer's specifications in all respects, are fit for the particular purpose(s) for which Buyer intends to use such Goods or/and Services and are free from defect, otherwise Buyer will have the right to have defected products replaced and services properly provided by the Seller within five (5) days. No attempt by Seller to disclaim any warranty, express or implied shall be effective, and every such attempt is expressly rejected by Buyer.
4. **INDEMNITY:** Seller shall protect, defend, indemnify, and hold Buyer harmless from and against any and all expenses, claims, losses, demands, damages, or causes of action of every kind and character, including reasonable legal fees, arising out of any violation of law or regulation relating to the goods sold, supplied, or delivered or services performed hereunder, any third party claim of bodily injury, death or property damage caused by failure of the non-compliant goods and/or services, Seller's negligence or wilful misconduct and Seller's breach of warranty.
5. **COMPLIANCE:** Seller guarantees, warrants, and certifies it is in compliance and will continue to comply with all relevant laws, regulations and ordinances as well as industry standard and guidelines applicable to the manufacture, performance, execution, delivery and supply of the Goods or/and Services under this PO and all applicable regulation and guidelines of any competent authority, or laws and regulations pertaining to labor wages, hours, and other conditions of employment as regularly amended. Seller guarantees, warrants, and certifies it does not infringe or make unauthorized use of any intellectual property or trademark in the manufacture or delivery of Goods or/and Services procured under this PO.
6. **DELIVERY:** Time is of the essence. Buyer may, in addition to other rights and remedies, terminate this PO and purchase/acquire substitute Goods or/and Services elsewhere and Seller shall be responsible for any loss incurred by Buyer if delivery by Seller is not completed within the stipulated time. Buyer reserves the right to cancel any undelivered and/or unaccepted portion of Goods or/and Services, if any shipment / deliveries fail to conform to specifications or to warranty, or fails to meet the delivery date specified by Buyer, or fails to be in the stipulated quantity and quality. Buyer reserves the right to cancel the entire PO if after receiving and accepting Goods or/and Services in anticipation of future Goods or/and Services ordered under this PO, any such part thereof fails to conform to any term(s) of this PO. Buyer reserves the right to make changes in quantities, specifications, and/or delivery schedules. Seller shall not deliver any material in advance of the delivery date without Buyer's written consent. Seller shall acknowledge receipt of the Purchase Order (by mail, e-mail or facsimile), confirming the quantities or/and specifications, or/and deliverables and the delivery date indicated on the PO within five (5) working days from receipt of the said order. In the event that Buyer receives no response from Seller within the five (5) day period, the Purchase Order shall be deemed to have been confirmed by Seller.
7. **INSPECTION:** Buyer shall have the right to inspect Goods and check compliance of Services prior to acceptance. All shipments are subject to Buyer's inspection, count, and approval. If upon inspection and/or check any Goods and/or Services are found at any time to be non-conforming to the warranties expressly made herein or implied by law, defective in material or workmanship, or otherwise not in conformity with the requirements of this PO, Buyer, in addition to any other rights it may have, shall have the right to reject and return such Goods at Seller's expense. Seller shall not resell Goods from damaged shipments. Damaged shipments shall be held by Buyer at Seller's risk and expense. Buyer shall be solely responsible for disposal of damaged shipments at Seller's expense. Buyer may, during normal working hours, inspect Seller's or its subcontractor's facilities.
8. **PAYMENT:** Subject to the terms contained herein and unless otherwise agreed in writing, payment for the Goods and/or Services under this PO by Buyer to Seller will take place within **sixty (60) days** after receipt by the former of the respective invoice. The invoice must include a detailed description of the delivered Goods and/or Services, the invoiced period, charged units and/or deliverables, price, PO/Contract/SOW (as the case may be) and contact persons. All payments made by Buyer to Seller shall be done by bank transfer to the account number indicated on the invoices provided by the Seller.
9. **TERM AND TERMINATION:** If the Seller defaults in any of its obligations or/and breaches any of the terms under the PO or/and becomes insolvent, has a receiver appointed of its business or is compulsorily or voluntarily wound up, then Buyer shall be entitled, at its discretion without prejudice to any other remedy, to suspend performance of or terminate the PO with immediate effect upon notice to the Seller and Seller must return to the Buyer any payments already made for products / service not delivered or rejected. In such event of termination Buyer shall be entitled to keep possession of any Goods or of any items belonging to Buyer. In any case, Buyer may terminate the PO at any time, without specific reason being required and without incurring any liability and damages by providing to the Seller a thirty (30) days prior written notice. If Buyer terminates the PO and Buyer elects to keep or take any Goods and accept Services prior to effective termination date, then Buyer shall pay an appropriate pro rata amount reflecting the value of the Goods or Services taking, but otherwise no compensation shall be payable to the Seller on termination or rejection.
10. **ASSIGNMENT:** Seller shall not assign this PO or any interest, obligation, or duty contained herein, including any payment due or to become due without Buyer's prior written consent.
11. **CONFIDENTIALITY:** Seller shall not, without the prior written consent of Buyer, release or divulge to any third party orally or in writing, nor use for any purpose other than the Purchase Order, any information acquired from, or forwarded by, Buyer.
12. **GOVERNING LAW & JURISDICTION:** The construction, validity and performance of the PO shall be governed by the laws of Greece. All disputes or differences relevant and/or arising by and/or during the performance or after the completion of the PO shall be settled exclusively by the courts of Athens.
13. **INDEPENDENT CONTRACTORS:** the relationship established with this PO is between independent contractor and nothing is intended or shall be deemed to establish any partnership, agency or joint venture, or authorize any party to make a commitment for /on behalf of the other party.
14. **DEBARMENT AND ANTI-CORRUPTION:** Seller shall not knowingly utilize the Services of any employee or other person who is debarred by the US Food and Drug Administration, any other regulatory authority or any other applicable law or is otherwise prohibited by any government authority from participating in any government health program. Seller shall comply with, and will not cause Buyer and its Affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices Act (the "FCPA") and U.K. Bribery Act 2010.