

## BINDING TERMS AND CONDITIONS OF PURCHASE

**1. OFFER.** This offer to purchase is effective and expressly conditional on Supplier's unconditional assent to these Binding Terms and Conditions of Purchase (the "Terms") either expressly by giving notice of acceptance within three (3) working days or impliedly by commencement of performance by Supplier. Mylan's obligations are limited to those contained herein. In no event will Mylan be legally or financially responsible for any services performed or goods delivered except as set forth herein. No modification or waiver of the provisions of these Terms shall be valid or binding unless contained in a written document that is signed by both parties. Notwithstanding any course of dealings of the parties at any time, no proposal, quote, invoice, or similar document shall be construed to modify these Terms, unless the document: (a) is signed by Mylan and Supplier; and (b) expressly refers to this Section 1 and to all provisions of these Terms that the parties intend to modify by such document. Any attempt by Supplier to unilaterally interpose different or additional terms or conditions, or to in any respect alter or reject Mylan's Terms, is rejected by Mylan and shall not become part of the agreement between Mylan and Supplier.

**2. WARRANTY.** Supplier expressly warrants that all goods meet Mylan's specifications in all respects, are merchantable, are fit for the particular purpose(s) for which Mylan intends to use such goods, and are free from defects. Additionally, Supplier expressly warrants that any services to be performed under the Agreement will be performed in a professional and workmanlike manner consistent with generally accepted industry standards and shall meet Mylan's specifications in all respects. No attempt by Supplier to disclaim any warranty, express or implied by law, shall be effective, and every such attempt to disclaim any warranty, express or implied by law, is expressly rejected by Mylan, its successors, assigns, and/or customers. Supplier expressly warrants that any and all specifications for any goods or services provided hereunder shall not be changed or modified in any manner without the express prior written consent of Mylan. If the Agreement is for goods which are (or contain components) manufactured by a party other than Supplier, Mylan acknowledges that Supplier is not the manufacturer of such goods (or components) and agrees that all such goods (or components) are warranted: (i) to the extent of the manufacturer's express warranties to Supplier, which Supplier shall provide to Mylan upon Mylan's first demand; or (ii) to the extent of the warranty stated in Supplier's Offer, whichever of (i) or (ii) is higher. In the event of any default reported by Mylan to Supplier under the manufacturer's warranty, Supplier shall take all appropriate actions against the manufacturer.

**3. WARRANTY OF TITLE AND NON-INFRINGEMENT.** All title conveyed shall be good and its transfer free and clear from any security interest, lien, or encumbrance of which Mylan, at the time of contracting, has no knowledge. This warranty will be excluded or modified only by specific language or circumstances which give Mylan reason to know that Supplier does not claim title or that Supplier is purporting to sell only such right or title as Supplier may have. Furthermore, Supplier warrants that the goods delivered and the services performed hereunder shall be free of the rightful claim of any third-party for infringement of any right or interest, including, without limitation, any right to intellectual property. Title to the goods shipped by Supplier remains with Supplier and shall not pass to Mylan until the goods have been delivered to Mylan and the relevant portion of the Price has been paid in full to Supplier.

**4. BREACH AND LIMITATION OF LIABILITY.** In the event of breach by Supplier of these Terms, Supplier shall be liable to Mylan for all remedies available to Mylan at law. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**5. NO WAIVER.** No claim or right arising out of a breach of these Terms and the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless such waiver or renunciation is in writing and signed by Mylan and Supplier.

**6. COMPLIANCE WITH STATUTES AND REGULATIONS.** Supplier guarantees, warrants, and certifies it is in compliance with, and will continue to comply with, all European and local laws and regulations, any violation of which may cause liability to accrue to Mylan, including, but not limited to those related to, labor, wages, hours, and other conditions of employment.

**7. INDEMNIFICATION.** Supplier shall protect, defend, indemnify, and hold Mylan, its employees, directors, officers, affiliates, distributors and dealers 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: (i) any actual violation of any federal, state, or local law or regulation relating to the goods sold, supplied, or delivered or services performed hereunder; (ii) goods in which the possession, distribution, sale and/or use of, or by reason of seizure of, results in a prosecution or any action whatsoever by any governmental body or agency or by any private party; (iii) any actual third party claim of bodily injury, death or property damage caused by failure of the non-modified goods and/or services; (iv) Supplier's negligence or willful misconduct; and (v) breach of warranty. Supplier shall pay and discharge any and all judgments or decrees, including legal fees, which may be rendered in any such suit, action, or proceeding. If Mylan sustains monetary damage or legal fees as a result of any non-modified goods or services delivered and if such liability or exposure is found to be Supplier's fault (including negligence), Supplier shall be responsible for damages sustained by Mylan and/or its employees, directors, officers, affiliates, distributors, and dealers, including legal fees and expenses. Mylan shall indemnify and hold Supplier and each of its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from and against any and all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs and other expenses (including but not limited to, reasonable attorneys' fees) relating to, arising out of or resulting from: (i) actual third party claims for personal injury or property damage resulting from Mylan's negligence or willful misconduct; and (ii) Mylan's negligent use of any trademark that Mylan has or will request Supplier to affix to any goods supplied hereunder. Mylan shall pay and discharge any and all judgments or decrees, including legal fees, which may be rendered in any such suit, action, or proceeding. If Supplier sustains monetary damage or legal fees and if such liability is found to be Mylan's fault, Mylan shall be responsible for damages sustained by Supplier and/or its employees, directors, officers, affiliates, distributors and dealers, including legal fees and expenses.

**8. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY.** This Purchase Order includes payment in full for all patents, utility models, copyrights, and trademarks which are referenced or developed. Supplier shall not be entitled to any additional payment by virtue of the presence of a patent, utility models, copyright, trademark, or other proprietary rights in the goods and materials covered by the Purchase Order.

For the furnishing of services, involving a creation developed for the benefit of Mylan, Supplier shall assign or if the assignment is not possible under applicable law, license to Mylan any and all intellectual property rights, including without limitation the right of reproduction, adaptation, translation, representation, marketing and publishing on any and all medias as might be attached to the developed creation. Supplier shall cooperate with Mylan and execute all documents appropriate for securing protection of any such patent, copyright, or trademark.

Supplier represents and guarantees that it is the sole and exclusive owner of any and all intellectual property rights to be assigned to Mylan and, therefore, no third party has any rights that may prevent, restrain or restrict the acquisition of rights by Mylan or the further use by Mylan of such rights.

In the event any good supplied hereunder is claimed to infringe any patent, copyright, trademark, or other trade designation, trade secret, or other proprietary right of a third party in effect in Europe at the date of the Agreement, Supplier agrees, at its option: (1) to procure for Mylan the right to use the good; (2) to modify or replace the good so as to avoid such infringement; or (3) to accept redelivery of the good and reimburse Mylan for the purchase price as a result of such redelivery. Should any infringement claim be instituted against Mylan based on any good in the condition received from Supplier, Supplier will undertake the defense on Mylan's behalf and pay any damages and costs awarded therein against Mylan, provided Supplier is given written notice of any such claim and is furnished with copies of each communication, notice, or other action relating to the alleged infringement in a timely manner; and provided Mylan cooperates fully in giving Supplier authority, information and assistance, at Supplier's expense, for such defense, as well as control over the defense and any settlement proceedings. Mylan reserves the right, at its own expense, to participate in any defense or settlement proceedings to protect its interests. Mylan's purchase of the goods hereunder does not grant to, convey, or entitle Mylan or Mylan's customers, a license, express or implied, under any patent rights of Supplier covering or relating to any combination, method or process in which such goods might be or are used.

**9. SHIPMENT AND DELIVERY.** Time is of the essence. Supplier will use every reasonable effort to meet estimated shipping and delivery deadlines. The goods shall be packaged in a commercially reasonable manner acceptable to commercial carriers, in suitable containers for protection in shipment and storage, and accompanied by a shipping slip containing the order reference, nature, quantities, weight and volume of the shipped goods. Mylan's count will be accepted as conclusive on shipment not accompanied by shipping slip. If delivery or performance by Supplier is not complete within the stipulated deadline and if such delay is not remedied within a reasonable time limit notified by Mylan in writing, Mylan may (in addition to other rights and remedies) terminate the Agreement and purchase

substitute goods or services elsewhere, and Supplier shall be responsible for any loss incurred by Mylan; provided, however, that Supplier shall not be liable for any failure to meet such estimated shipping date as a result of Mylan's failure to provide necessary, complete, and correct specifications, information and data on a timely basis. If any portions of the goods or services do not meet Mylan's specifications in any way or manner, Mylan reserves the right to terminate the Agreement and to cancel any undelivered and/or unaccepted goods or unperformed and/or unaccepted services, after providing reasonable time and opportunity for Supplier to bring the goods into compliance, said time period not to exceed thirty (30) days. Supplier shall not be liable for damage to any good resulting from: (i) improper installation or operation; (ii) installation of unauthorized factory parts; (iii) improper or unauthorized repairs; (iv) improper storage or handling of such good prior to placing the good in service; or (v) negligent or willful misconduct of Mylan. Mylan reserves the right to cancel the Agreement if, after receiving and accepting goods or services in anticipation of future goods and services under the Agreement, any such part thereof fails to conform to any of the terms of the Agreement or does not meet Mylan's specifications in any way or manner. Mylan reserves the right to make changes in quantities, specifications, and/or delivery schedules.

All payments made by Mylan to Supplier shall be done by bank transfer to the account number indicated on the invoices provided by Supplier and containing Mylan's details, order reference and VAT number. All sums shall become payable upon delivery of the goods within sixty (60) days date of invoice unless otherwise agreed in the Purchase Order.

Supplier shall acknowledge receipt of the Purchase Order (by mail, e-mail or facsimile), confirming the quantities and the delivery date indicated on the Purchase Order within three (3) working days from receipt of the said order. In the event that Mylan receives no response from Supplier within the three (3) day period, the Purchase Order shall be deemed to have been confirmed by Supplier.

If Mylan fails to pay outstanding balances within seven (7) days after receipt of Supplier's written notice of the same, Supplier shall be entitled to receive from Mylan a default interest equal to 1.5 times the prime interest rate p.a. issued by the European Central Bank.

**10. RISK OF LOSS.** Risk of loss or damage shall pass to Mylan only at the time the goods are delivered to Mylan's location and accepted by Mylan, regardless of mode of transportation.

**11. INSPECTION.** Mylan retains its right to inspect goods prior to shipment and upon receipt. Mylan's waiver of inspection prior to shipment shall not relieve Supplier from full responsibility for conforming to the requirements of the Agreement, nor prejudice any claim, right or privilege Mylan may have due to use of defective or unsatisfactory goods. Section 427(3) of the Act no. 513/1991 Coll., the Commercial Code, shall not apply. If, upon Mylan's inspection at time of receipt, any goods are found to be non-conforming, Mylan (in addition to any other rights it may have) shall have the right to reject and return the goods at Supplier's expense. Supplier shall not resell goods from damaged shipments to Mylan. If Mylan elects not to return the damaged shipments to Supplier, Mylan shall be solely responsible for disposal of damaged shipments at Supplier's expense.

**12. INSURANCE.** Supplier shall be responsible for any claim, liability, loss, settlement payment, cost and expense, fines or fees, interest, award, judgement, damages, death, bodily injury, or property damage resulting from Supplier's performance of the Agreement and hereby represents and warrants that Supplier has and will maintain up-to-date, at its own costs and expense, an adequate and sufficient insurance coverage for any and all risks and liabilities incurred by virtue of this Section, with a reputable insurance company. Upon Mylan's request, Supplier shall promptly provide a copy of its insurance certificate evidencing the coverage conditions and amounts. Supplier shall promptly inform Mylan of any changes in its insurance coverage and shall provide Mylan with a copy of the new insurance certificate. The value of such insurance coverage shall at least cover the total value of the goods payable to Supplier by Mylan under these Terms. Unless otherwise specified, all ocean freight, air freight, parcel post, air mail, and express shipments must be insured at invoiced value of goods.

**13. ADVANCE MANUFACTURE AND DELIVERY.** Supplier shall not deliver any material in advance of the delivery date without Mylan's written consent. Mylan reserves the right to return at Supplier's cost, all goods delivered in advance of the delivery date. Mylan will not be responsible for cancellation or change to the order, or for any charges related to any manufacture in advance of a normal flow time necessary to meet the schedules agreed to under the Purchase Order, unless Mylan's written consent to advance manufacture has been obtained.

**14. NOTICE OF INSPECTION.** Supplier shall provide Mylan with prior notice of, and the opportunity to attend (itself or through a representative of Mylan), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the goods are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, Supplier shall provide notice and a summary of the results of such inspection to Mylan within three (3) business days after such inspection. Supplier shall provide Mylan with copies of any written inspection reports, requests, directives or other correspondence or communications issued to Supplier by any regulatory authority relating to the Covered Activities or the goods ("Regulatory Communications") within three (3) business days of Supplier's receipt thereof. Prior to responding to any Regulatory Communications, Supplier will provide a copy of any such responses to Mylan for Mylan's review and comment.

**15. SET-OFF.** Mylan shall be entitled at all times to set-off any amount owing from Supplier to Mylan against any amount due or owing to Supplier with respect to the Agreement.

**16. ASSIGNMENT.** Supplier shall not assign or subcontract any right, interest, obligation, or duty contained herein, including any payment due or to become due, without the prior written consent of Mylan. No subcontracting shall release Supplier from responsibility for its obligations under these Terms.

**17. FORCE MAJEURE.** The parties agree that neither Mylan nor Supplier shall have liability for any failure or delay in shipment or other non-performance, if shipment or performance is rendered impossible, impracticable, or unreasonably burdensome by any event, whether or not foreseen or foreseeable, brought about by any cause other than the willful conduct of that party, including without limitation, any labor dispute, strike, war, riot, civil disorder, casualty or disaster, Act of God or act of public authority which renders it impossible for either party to perform. In the event any such failure or delay in shipment or other non-performance continues for more than thirty (30) days, Mylan may, at its sole option and without liability, cancel all or any portion of the Agreement upon written notice to Supplier. Upon Supplier's receipt of such notice of cancellation from Mylan, Supplier shall immediately cancel Mylan's order, and no additional payment shall be due or owing from Mylan to Supplier. Such cancellation or deferral shall not affect the right of Supplier to recover any payment for any goods previously provided hereunder.

**18. CANCELLATIONS FOR INSOLVENCY.** In the event of any suspensions of payment or the institution of any proceedings by or against Mylan or Supplier, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver or trustee of Mylan or Supplier or in the event of a breach of any of the terms hereof, including warranties of Supplier, Mylan or Supplier shall be entitled to cancel the Agreement.

**19. SECURITY.** Should it become necessary for Supplier to perform services on Mylan's premises, Supplier and its personnel will comply with all of Mylan's reasonable security procedures, rules, regulations, policies, holiday, and office/working schedules and will use reasonable and customary efforts to minimize disruption to Mylan's normal business operations.

**20. CONFIDENTIALITY.** Supplier shall not, without the prior written consent of Mylan, 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, Mylan.

**21. GOVERNING LAW AND JURISDICTION.** The terms of this purchase, including any applicable Purchase Order and these Terms, shall be governed by and construed in accordance with the laws of Slovak Republic, excluding its principles relating to conflicts of laws. All causes of action arising out of this purchase shall be settled by the Slovak courts.

**22. SEVERABILITY.** If any provision of these Terms is found invalid, illegal or unenforceable by a court of law, the remainder of the terms shall continue in full force and effect. Upon any such finding, the parties shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law, to the end that the transactions contemplated hereby are fulfilled to the extent possible.

23. **RESERVATION OF RIGHTS.** To the extent permitted by law, a delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.
24. **SURVIVAL.** The terms, provisions, representations, warranties, and covenants contained in these Terms that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of any applicable Purchase Order.
25. **CONFLICTS.** In the event of any ambiguity or conflict between or among these Terms and any other agreement or writing, offering documents or communication between the parties, these Terms shall govern and control, unless expressly provided otherwise in accordance with Section 1 herein.
26. **HEADINGS.** The headings used in these Terms are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation of these terms.
27. **NOTICES.** Any notices relating to these Terms must be in writing and will be considered given at the earlier of the date when actually delivered to an officer of a party at the address provided in writing to the other party.
28. **REFERENCES.** Supplier may not, without Mylan's prior written consent, use Mylan's name or logo in its lists of references, nor publish technical memoranda, photographs and images relating to the supply or service by mentioning Mylan's name or the process or context in which such supply or service is made or used.
29. **ANTI-CORRUPTION UNDERTAKING.** Supplier shall comply with, and will not cause Mylan and its affiliated companies, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation of the United States Foreign Corrupt Practices Act (the "FCPA") or the UK Bribery Act 2010. Without limiting the foregoing, Supplier will not, directly or indirectly, pay any money to, or offer or give anything of value to, any "government official" as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for Mylan or for itself or any of their respective affiliated companies. Supplier undertakes not to bribe government officials or any private companies or individuals, "bribes" having the following definition: offering, promising or giving a financial or other advantage to another person where: (1) it is intended to bring about the improper performance of a relevant function or activity, or to reward such improper performance; or (2) acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity. "Improper performance" means a breach of expectations that a person will act in good faith, impartially, or in accordance with a position of trust. Supplier must also (1) make and keep books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the company, and (2) devise and maintain a system of internal accounting controls.
30. **DEBARMENT.** In the performance of any of its obligations pursuant to these Terms and the Agreement, neither Party shall 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.