

Applicable from July 2024 for:

- **Lonza Biologics plc (UK)**

1. Interpretation

1.1 In these conditions:

"Company" means Lonza Biologics plc (Registration Number 2742471) whose registered office is at 228 Bath Road, Slough, Berkshire, SL1 4DX, England.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Seller.

"Contract" means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services.

"Delivery Address" means the address stated on the Order or (if none is stated) 228 Bath Road, Slough, Berkshire, England.

"Goods" means the goods (including any instalment of the Goods or any part of them) described in the Specification.

"Order" means the Company's purchase order to which these Conditions are annexed.

"Price" means the price of the Goods and/or the charge for the Services.

"Seller" means the person providing the goods and/or services to Lonza further described in the Order.

"Services" means the services (if any) described in the Specification.

"Specification" means the Company's written specification of the quantity, quality and description of the Goods and Services, which may be set out in the Order, to be provided by the Seller and includes any plans, drawings, data or other information relating to the Goods or Services.

"Successful Commissioning" means all the Goods operating in accordance with the Specification for a continuous period of fourteen days at the Company's premises.

"Warranty Period" means the period of twelve (12) months immediately following the Successful Commissioning.

"Writing" includes by post in a registered letter to the party's registered office or principal place of business or such other address as may at the relevant time have been notified or facsimile transmission.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

2.1 The Order constitutes an offer by the Company to purchase the Goods and/or acquire the Services subject to these Conditions. The Order shall be deemed to be accepted on the Seller providing email or written acceptance of the Order and/or both parties signing these Conditions and/or the Seller commencing the work at which point the Contract shall come into existence.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Seller. Without prejudice to the generality of the foregoing the Purchaser will not be bound by any standard or printed terms furnished by the Seller in any of its documents unless the Seller states specifically in Writing separate from such terms that it intends such terms to apply and the Company acknowledges such notification in Writing.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Company and the Seller.

3. Specification and Confidentiality

3.1 The Specification shall, at the Company's sole option, be set out in these Conditions or in the Order or in any applicable document supplied by the Company to the Seller or agreed in Writing between the Company and the Seller.

3.2 Any Specification supplied by the Company to the Seller or specifically produced by the Seller for the Company in connection with the Contract together with the copyright, design rights and/or

any other intellectual property rights in the Specification shall be the exclusive property of the Company. The Seller shall not disclose to any third party and/or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller or as required for the purpose of the Contract.

3.3 Without prejudice to the provisions of Clause 3.2, if the Company supplies to the Seller whether prior to the Order or subsequent thereto, information which the Company notifies the Seller is confidential, the Seller shall not disclose such information to any party without the prior written consent of the Company and upon demand from the Company shall return all such information to the Company (or as it may direct) without keeping copies thereof. Such information shall remain the exclusive property of the Company. The Seller shall procure that such of its employees as are required to have access to the information for the purpose of performing the Contract shall hold the information subject to the restrictions of this Clause. This Clause shall not apply to information which is or becomes public knowledge through no fault of the Seller or its employees.

3.4 The Seller shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.5 The Seller shall not unreasonably refuse any request by the Company to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party approved by the Company prior to despatch and the Seller shall provide the Company with all facilities reasonably required for inspection and testing.

3.6 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Seller within seven (7) days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.7 The Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition. The Seller shall be liable for, and shall reimburse the Company in respect of, any Goods which are damaged on arrival at the Delivery Address and any costs resulting from such damage and/or any resultant delays.

4. Price

4.1 The Price of the Goods and Services shall be as stated in the Order and unless otherwise stated shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice), and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to and installation at the Delivery Address and any duties, imposts or levies (other than value added tax).

4.2 No increase in the Price may be made (whether on account of increased material labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in Writing. Any increase in Price to which the Company consents in writing will only apply to Goods and/or Services provided pursuant to Orders which are agreed after the date of the Company's consent and not to Goods and/or Services supplied under any existing Order(s).

5. Terms of Payment

5.1 Unless otherwise stated in the Order the Company shall pay the Price of all the Goods and/or the Services in the Order within sixty (60) days of receipt of invoice by Company following the later of: a) Acceptance of the Goods or Services by the Company; or b) Successful Commissioning.

5.2 The Company shall be entitled to set off against the Price any sums owed to the Company by the Seller.

6. Delivery

6.1 All Goods shall be delivered at the Seller's cost to the Delivery Address DDP (as defined by Incoterms® 2010). The Goods shall be delivered to and the Services shall be performed at the Delivery

Address on the date or within the period stated in the Order in either case during the Company's usual business hours.

6.2 Where the date of the delivery of the Goods and/or of performance of the Services is to be specified after acceptance by the Seller of the Order, the Seller shall give the Company reasonable notice of the date(s) of delivery and/or performance.

6.3 The time of delivery of the Goods and/or of performance of the Services is of the essence.

6.4 A delivery note setting out details of the Goods being delivered and quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable. Unless otherwise agreed the Company shall be entitled to refuse to accept delivery by instalments.

6.6 The Company shall be entitled to reject any Goods which are not delivered in accordance with the Contract and shall not be deemed to have accepted any Goods until the Company has had a reasonable time of at least ten (10) working days to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

6.7 Prior to delivery of Goods and/or performance of Services the Seller shall supply the Company with any instructions or other information required to enable the Company to accept delivery of the Goods and/or performance of the Services.

6.8 The Company shall not be obliged to return to the Seller any packaging or packing materials for the Goods regardless of whether all or any Goods are accepted by the Company.

6.9 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy to which the Company is entitled, the Company shall be entitled to deduct from the Price or (if the Company has paid the Price) to claim from the Seller by way of liquidated damages for delay the sum (if any) specified on the Order or, if no sum is specified in the Order, a reasonable sum representing the Company's losses for each week's delay.

6.10 Where installation and/or Successful Commissioning forms part of the Order the Company shall, where appropriate, make available at the Delivery Address service media in accordance with the details supplied by the Seller prior to the date of the Order and the Seller at no additional cost to the Company shall install and fully commission the Goods at the Delivery Address.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Company in accordance with clause 6.1.

7.2 The title in the Goods shall pass to the Company upon the earlier of delivery of or payment for the Goods. Where payment has been made prior to delivery of the Goods, the Seller shall label in conspicuous form the Goods with a declaration that they are the property of the Company.

8. Warranties and Liability

8.1 The Seller warrants to the Company that:

8.1.1 the Goods will be (and will remain so throughout the Warranty Period) of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed.

8.1.2 the Goods will be free from defects in design material and workmanship and will remain so throughout the Warranty Period.

8.1.3 the Goods will correspond with any relevant Specification or sample.

8.1.4 the Goods will comply with all statutory requirements and regulations relating to the sale of the Goods.

8.1.5 the title in the Goods is vested absolutely in the Seller immediately before the transfer to the Company pursuant to Clause 7.2 hereof.

8.2 The Seller warrants to the Company that the Service will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Company to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract (including, for the sake of clarity, the Goods not complying with the Specification) then the Company shall be entitled:

8.3.1 to require the Seller at its sole cost (including all and any delivery costs) to repair the Goods and/or to supply replacement Goods and/or Services in accordance with the Contract within seven (7) days.

8.3.2 If, at the Company's sole option, the Seller repairs the Goods or any part of the Goods during the Warranty Period and such Goods or parts fail again the Seller shall promptly at its cost replace the Goods (or relevant part(s)) with brand new goods and such replacement(s) shall have the benefit of a further twelve (12) month warranty from the date the replacement(s).

8.3.3 If the Goods fail to work satisfactorily and/or in accordance with the Specification during the Warranty Period or during the twelve (12) month warranty from the date of replacement, at the Company's sole option and whether or not the Company has previously required the Seller to repair the Goods and/or to supply any replacement Goods or Services, the Company shall be entitled to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

8.4.1 breach of any warranty given by the Seller in relation to the Goods or Services.

8.4.2 any claim that the Goods infringe or their importation use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Company.

8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods.

8.4.4 any act or omission of the Seller or its employees in supplying, delivering and installing the Goods and/or in connection with the performance of the Services.

8.5 Neither the Seller nor the Company shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Goods or the Services if the delay or failure was beyond the party's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party's reasonable control:

8.5.1 Act of God, explosion, flood, tempest, fire or accident.

8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition.

8.5.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

8.5.4 import or export regulations or embargoes.

8.5.5 strikes, lockouts or other industrial actions or trade disputes.

8.6 If the Goods include software the Seller shall throughout the Warranty Period supply to the Company at no extra cost all revisions and updates relating thereto.

9. Free Issue Materials

Any materials and/or equipment supplied by the Company to the Seller in connection with the Contract shall be insured by the Seller for their full replacement value against loss or damage by any cause until such time as they are received back by the Company or otherwise delivered pursuant to the Company's order. Any such materials supplied by the Company and lost or damaged or rendered useless by reason of bad workmanship or error on the Seller's part or which shall fail within twelve (12) months from Successful Commissioning due to defective workmanship shall be replaced by the Seller at its own cost. All materials supplied by the Company to the Seller shall remain the Company's property and shall be held free from lien and shall be used solely for the purpose of the Contract.

10. Hazardous Goods

If the receipt, handling, use or possession of any of the Goods under this Contract involves any hazard to health and/or safety the Seller shall give all information necessary to warn of such hazard and details of all precautions to be taken against such hazard by means of:

- i) a notice in Writing sent to the Company's warehouse to arrive before the delivery of the Goods, and
- ii) a notice sent with each delivery of the Goods, and
- iii) where practicable, visible markings and labelling on the Goods or on the Packages containing the same.

11. Termination

11.1 Without prejudice to any of its other rights or remedies the Company shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller if the Seller commits a material breach of the Contract.

11.2 The Company shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

11.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or

11.2.2 an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Seller, or

11.2.3 the Seller ceases or threatens to cease to carry on business, or

11.2.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

12. General

12.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior written consent of the Company. Any purported assignment, transfer or sub-contract without the required consent shall be void. Notwithstanding any assignment, transfer or sub-contract permitted by the Company, the Seller will remain liable for any act or omission of an assignee, transferee and/or sub-contractor and for the supply, delivery and installation of the Goods and/or the performance of the Services and/or any of the Seller's obligations under these Conditions and the Contract.

12.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing.

12.3 No waiver by the Company of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.5 Neither the Company nor the Seller intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.6 The Contract shall be governed by and construed in accordance with the laws of England and Wales.

12.7 The Seller undertakes that it and/or any of its directors and/or employees and/or assignees, transferees and/or sub-contractors (and any of their employees) (i) have not been debarred and are not subject to a pending debarment by the FDA, EMA, MHRA and/or any equivalent regulatory agency anywhere in the world, and (ii) have not been convicted of a criminal offence related to the provision of healthcare items or services and are not subject to any such pending action.

12.8 The Seller shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption from time to time in force including but not limited to the Bribery Act 2010. The Seller further acknowledges and agrees that it will at all times comply with Lonza's Supplier Code of Conduct which may be accessed via our corporate website at <https://www.lonza.com/public/supplier-code-of-conduct>

12.9 In performing the Services the Seller shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

12.10 In performing the Services the Seller shall comply with all United States, United Nations, European Union and UK export control, trade, and financial sanctions laws, rules, and regulations.

12.11 The Seller shall ensure that any assignee, transferee and/or sub-contractor (and any of their employees) associated with the Seller who is performing Services in connection with these Conditions (with the prior written consent of the Company) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in Clauses 12.8, 12.9 and 12.10 (the "Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.