

STANDARD SALES TERMS & CONDITIONS (CZECH REPUBLIC)
1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, the following definitions apply:

"Terms and Conditions" - these terms and conditions, which may be amended from time to time by the Seller unilaterally and notified in writing to the Purchaser. Any amendments of these Terms and Conditions shall apply only to orders for Products placed after the effective date of such amendment. These terms and conditions are deemed to be accepted by the Purchaser with the first Purchase Order placed with the Seller upon receipt of these Terms and Conditions.

"Seller" – Bristol-Myers Squibb spol. s r. o., with its registered seat at Budějovická 778/3, Míchle, 140 00 Prague 4 company's ID 430 04 351, registered in the Commercial Register maintained by the Municipal Court in Prague, file No.: C 4801.

"Products" – medicinal products for human use whose marketing authorization holder is an entity which belongs to BMS group of companies.

"Price" – price of the Product in CZK.

"Terms of sale" – DDP (Delivered Duty Paid) according to Incoterms 2020.

"Purchaser" – independent party who purchases the Products on its own name and its own account for the purpose of their sale and / or dispensing to end customers.

"Purchase Order" - the Purchaser's purchase order concerning the Products to be delivered by the Seller under these Terms and Conditions and which shall state the quantities of Product(s) to be delivered and proposed delivery date.

"Confidential Information" - any business, technical, operational, product, customer or personnel information of the Purchaser, or the Seller, which is disclosed or provided to/obtained by the other Party in connection with purchase and sale of the Products.

"Personal Data" - has the meaning set out in the Data Protection Legislation;

"Data Protection Legislation" - means all applicable laws in the Czech Republic protecting the Personal Data of identifiable individuals, including in EU countries, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation- GDPR) and all relevant local laws or regulations implementing GDPR in the relevant country and in non-EU countries, any similar or equivalent laws, regulations or rules relating to personal data about individuals.

"Parties" jointly the Seller and the Purchaser and a **"Party"** each of them individually.

2. SCOPE, REPRESENTATIONS AND UNDERTAKINGS

- 2.1. The Seller represents that the Products are manufactured in conformance with the rules on Good Manufacturing Practice (správná výrobní praxe) applicable in the Czech Republic.
- 2.2. The Seller represents that the marketing authorizations required to market the Products on the territory of the Czech Republic have been issued by the competent authorities and are valid. The Seller undertakes to give the Purchaser a prompt notice if any of the marketing authorization is suspended or withdrawn.
- 2.3. The Seller represents that the Products supplied to the Purchaser meet all requirements for the quality, labelling and packaging of the medicinal products in line with applicable laws and regulations.
- 2.4. Purchases of the Products by the Purchaser shall be conducted in accordance with all applicable laws, particularly with: - Act No.: 378/2007 Coll., on Pharmaceuticals, as amended (zákon o léčivech a o změnách některých souvisejících zákonů);
- Rules of the Good Distribution Practice (správná distribuční praxe)

- Code of Conduct adopted by the Association of Innovative Pharmaceutical Industry (AIFP) (Etický kodex AIFP)

- 2.5. The Purchaser confirms that it is aware that promising or providing benefits for the purposes of obtaining or maintaining business activity may violate with applicable legal regulations, in particular Act on Pharmaceuticals, Civil Code, Criminal Code and the Foreign Corrupt Practices Act applicable in the United States.
- 2.6. The Seller declares that it provides the Products to the Purchaser on a non-exclusive basis. Nothing in these Terms and Conditions implies or guarantees any future sales of the Products to the Purchaser.
- 2.7. The Seller may, at its own discretion, discontinue sales of any Product in the Czech Republic.
- 2.8. Whenever a recall of Products is being contemplated by the Seller on the basis of applicable regulations, the Purchaser shall fully cooperate with the Seller and, in particular, immediately suspend the Product's sales and withdraw the Product concerned from the market.

3. DELIVERY AND DELIVERY INSPECTION

- 3.1. The Seller undertakes to use its best efforts to sell the Products to the Purchaser in conformance with the Purchase Order.
- 3.2. The Seller shall inform the Purchaser on the unavailability of the ordered Products and anticipated deadline for providing to the Purchaser the remaining part of the Purchase Order.
- 3.3. Upon arrival of the Products at the Purchaser's pharmaceutical warehouse, the Purchaser shall check the delivery for possible quantitative shortcomings and damage. Should the Products be in recognizably defective state or should quantitative shortcomings be detected, the Purchaser shall immediately inform the Seller and cooperate with the Seller in solving the issues caused by the defects. The above obligation shall not apply to the Products with hidden defects, however the Purchaser shall notify such hidden defects to the Seller in the form of a complaint protocol, providing detailed information pertaining to the Product, delivery and defects found, immediately after discovery of the defect and shall provide all necessary assistance that may be reasonably requested by the Seller in this regard.
- 3.4. In the event that upon the arrival of the Products at the Purchaser's warehouse it is determined that the Products are in recognizably defective state, the Seller shall at its sole discretion:
- replace the defective Products within the reasonable period of time at no cost to the Purchaser, or
 - accept the Product return and provide the Purchaser with an appropriate corrective invoice.
- 3.5. No Product returns, other than specified above, will be accepted by the Seller.

4. PRICE AND PAYMENT

- 4.1. Unless otherwise agreed in writing, the Price:
- is fixed in CZK and is not subject to any incremental cost as a result of currency fluctuations;
 - is inclusive of all requirements resulting from set up "terms of sale"
 - is exclusive of VAT at the rate established by the Czech Republic law, which is stated on the invoice;
 - Any change in the set Price will be notified in writing to the Purchaser 14 days prior to effective date of such a change.
- 4.2. The Purchaser shall pay all undisputed amounts within the due date as set out on the respective invoice. If the payment due date falls on a day which is not a business day, then the payment due date
- 4.3. If the Purchaser fails to pay an undisputed invoice by the due date for payment, described in clause 4.1 above, the Seller may charge default interest on the unpaid amount at the rate and in the manner prescribed by Czech law from the due date until the date of actual payment.
- 4.4. Notwithstanding the above, other terms of payment may be set up by the Seller and communicated to the Purchaser in a written form.

5. TITLE OF PRODUCTS OWNERSHIP

- 5.1. Place and time of the transfer of the Products ownership are determined by "Terms of sale". The ownership to the Products, free of prior rights or interests of the Seller, passes to the Purchaser upon the delivery of the Products in accordance with the Terms of sale.

STANDARD SALES TERMS & CONDITIONS (CZECH REPUBLIC)**6. TERM AND TERMINATION**

- 6.1. These Terms and Conditions bind the Parties in relation to the deliveries of the Products.
- 6.2. Notwithstanding clause 4.2 above, if the Purchaser fails to pay an undisputed invoice by the due date and the Purchaser has not remedied this failure within 14 (fourteen) calendar days since receipt of the Seller's notice, requesting the payment of the invoice, the Seller may immediately cease further delivery of the Products.
- 6.3. The Seller may immediately cease further delivery of the Products by notice in writing to the Purchaser, if the Purchaser is bankrupt or enters (voluntarily or involuntarily) into any sort of insolvency proceedings.
- 6.4. Any cessation or cancellation under clauses 6.2 and 6.3 shall not relieve the Purchaser from the obligation to pay to the Seller for the Products provided prior to the effective date of such cessation, cancellation and termination.

7. CONFIDENTIALITY

- 7.1. The Parties shall maintain in confidence the other Party's Confidential Information and shall not use the Confidential Information for any other purpose without the other Party's prior written consent.
- 7.2. The Parties may use, disclose and/or store the other Party's Confidential Information:
- (a) for the purpose of performing its obligations under these Terms and Conditions;
 - (b) for any other purposes required by law
 - (c) within its organisation or subcontractors on a "need to know" basis, provided all such recipients have executed a broad confidentiality undertaking with the receiving Party sufficient to protect the disclosing Party's Confidential Information in accordance with these Terms and Conditions by the receiving Party;
- 7.3. For the avoidance of doubt, the obligations of confidentiality in this clause 7 do not apply to information that is:
- (a) in the public domain other than through a breach of section 7.1 by the receiving Party;
 - (b) rightfully disclosed by a third party or known to the Seller prior to the date of the Purchase Order; or
 - (c) required to be disclosed by law, regulation, decision of a state authority or by any applicable stock exchange listing rules.

8. DATA PRIVACY

- 8.1. Each Party agrees to comply with the applicable Data Protection Legislation in performing their obligations under these Terms and Conditions. Where, either Party collects, in the context of these Terms and Conditions, Personal Data of data subjects (including employees of any of the Parties), it shall do so in compliance with applicable Data Protection Legislation.
- 8.2. If the Purchaser has access to the Seller's Personal Data (including Personal Data of the Seller's employees, contractors, directors, etc.) or equipment containing such Seller's Personal Data, the Purchaser shall:
- (a) keep the Seller's Personal Data confidential;
 - (b) use the Seller's Personal Data only for the purposes of performing its obligations under these Terms and Conditions or as required by law;
 - (c) where the Purchaser uses Seller's Personal Data for its own purpose, only process it to: (i) manage client contractual relationship; (ii) complying with applicable legal obligations; and (iii) responding to requests from a competent supervisory authority or a data subject;
 - (d) notify and cooperate with the Seller in any access request or investigation regarding Seller's Personal Data;
 - (e) restrict access to any Seller's Personal Data to the Purchaser's representatives, consultants and employees who need access to fulfil the Purchaser's obligations under these Terms and Conditions;
 - (f) immediately inform the Seller of any unauthorized access, use, loss or disclosure of any Seller's Personal Data;
 - (g) not transfer any Seller's Personal Data outside the the Czech Republic to countries with no adequate level of protection without complying with the Data Protection Legislation; and
 - (h) take all reasonable steps to ensure the Seller's Personal Data is protected against misuse, loss, and unauthorized modification, access or disclosure.

9. INTELLECTUAL PROPERTY

- 9.1. Any use by the Purchaser of the Seller's business or product names, logos and trademarks requires a prior written consent of the Seller.
- 9.2. All such names, logos and trademarks shall remain the exclusive property of the Seller, its affiliates and their licensors, as the case may be.

10. MISCELLANEOUS

- 10.1. These Terms and Conditions supersede any prior arrangements and shall apply without regard to any subsequent understandings, discussions or agreements relating to the same subject-matter.
- 10.2. These Terms and Conditions are governed by the laws of Czech Republic and are subject to the exclusive jurisdiction of Czech courts.
- 10.3. The Seller will notify the Purchaser of any variation or alteration of these Terms and Conditions implemented by the Seller.
- 10.4. The Purchaser may not assign, transfer or novate its rights and obligations arising from these Terms and Conditions. The Seller may assign, transfer or novate its rights and obligations arising from these Terms and Conditions upon written notice to the Purchaser of the occurrence of such assignment, transfer or novation.
- 10.5. If any provision(s) of these Terms and Conditions is illegal or unenforceable, such provision(s) will be severed and the rest may be enforced to the extent possible.
- 10.6. The Seller and the Purchaser are independent contractors and neither they nor their respective personnel are in a partnership, joint venture, employment or agency relationship as a result of or in connection with the supply of the Products.
- 10.7. Except as expressly specified herein, no third party shall have any benefit or right arising from these Terms and Conditions.
- 10.8. The Parties will not be liable for any damage and/or losses arising directly or indirectly from the failure or delay in performing its respective obligations under these Terms and Conditions to the extent and for the duration that such failure or delay is caused by circumstances outside its reasonable control.