

## General Terms and Conditions of Purchase for Canada

### 1) ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS

- a) The present General Conditions of Purchase define the terms of purchase of applicable Goods and Services between the Sartorius company placing the Order (as defined hereafter) and its suppliers, sellers, service providers or subcontractors as appropriate (hereinafter "Supplier").
- b) The General Conditions of Purchase are entirely applicable as soon as the Order is accepted under the terms defined in Article 3 a) hereinafter, as the sole contractual terms applicable between the Supplier and Sartorius. In no event shall any pre-printed terms or conditions found in Supplier's quote or purchase order, invoices or other pre-printed forms be considered an amendment or modification of this Agreement. Such pre-printed terms or conditions shall be considered null and of no effect.
- c) All Orders of Sartorius are exclusively governed by the present General Conditions of Purchase and any particular conditions set out in the Order (hereinafter "Particular Conditions") as well as (as the case may be) all other contractual documents (hereinafter designed "Other Contractual Documents") defined in the Particular Conditions.
- d) If there is any contradiction between those different documents, the priority order will be as follow:
  1. Particular Conditions
  2. General Conditions of Purchase, and
  3. Other Contractual Documents
- e) Particular Conditions, General Conditions of Purchase and Other Contractual Document constitute the entire agreement between Sartorius and the Supplier (the "Agreement") and prevail over all other prior documents or agreements, express or implied, written or oral. The Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous negotiations and understandings between the parties, whether oral or written, expressed or implied.
- f) In the event the cooperation between Sartorius and the Supplier, under which Sartorius may purchase and take delivery of ordered Products from Supplier for resale, and Supplier may manufacture, sell and deliver to Sartorius the volumes and versions of Products ordered by Sartorius, are governed under the terms of a separate purchase agreement, or quality agreement (together the "Related Agreements"), the provisions of the Related Agreements will prevail in the event of any conflict between any provisions of this Agreement and any provision of any Related Agreements.
- g) These General Conditions of Purchase shall apply to all transactions between Sartorius and the Supplier in the version current at the time of the transaction, even if their application has not been expressly agreed again.
- h) No variation to these General Conditions of Purchase shall be binding unless agreed in Writing between the authorized Representatives of the Supplier and Sartorius.

### 2) DEFINITIONS

In these General Conditions of Purchase:

**"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity. An Affiliate shall not be deemed to be a third party hereunder.

**"Business Day"** means any day other than a Saturday, Sunday or any day which is a federal legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close.

**"Confidential Information"** means any information that is confidential in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, Intellectual Property, plans, strategy, products (either existing or under development), or services.

**"Deliverable"** mean Goods, software, information, technology, documents, and any other items to be delivered by Supplier pursuant to the Agreement, including any such items furnished incidental to the provision of Services.

**"Delivery Location"** means the location specified in the order to which Supplier shall procure the delivery of the Goods.

**"Force Majeure"** means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God. Events related to the Covid-19 Pandemic shall not be deemed to be Force Majeure events.

**"Goods"** means the goods, components, raw materials (including any installment or any parts for them) which Supplier is to supply in accordance with this Agreement.

**"Intellectual Property"** means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names, brand names, logos, and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

**"Invention"** means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, work of authorship or derivative thereof, or any of the foregoing that is patentable, copyrightable, protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law, whether registered or not.

**"Order"** means all order(s) placed by Sartorius for the supply of Goods and/or performance of Services.

**"Price(s)"** means the price(s) for the Goods or Services determined in accordance with the Order(s).

**"Representatives"** means Sartorius and Supplier's respective employees, agents, consultants, officers, subcontractors and Affiliates.

**"Services"** means all services described in the Order and/or supplied by the Supplier to Sartorius under these General Conditions of Purchase.

**"Specifications"** mean the description of the Goods and Services and attached to the Order or otherwise provided to the Supplier by Sartorius in Writing.

**"Supplier"** means the person or entity who accepts

the Order from Sartorius for the purchase of the Goods or Services, or whose quotation for the Goods or Services is accepted by Sartorius.

**"Warranty Period"** means the period commencing on the later of: (i) the date the Goods are received by Sartorius or the Services are performed, and ending two (2) years thereafter; (ii) or commencing on the date on which the Goods have been put into service for their specified use or the Services performed and ending two (2) years thereafter.

**"Writing"** means communication by registered letter or by e-mail and "written" will be interpreted accordingly.

Any reference in these General Conditions of Purchase to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

### 3) ORDERS

- a) The Supplier shall acknowledge receipt of the Order placed by Sartorius and any variation (if applicable) within two (2) Business Days.
- b) Acceptance of the Order (whether made by written or oral acknowledgement or shipment of the Goods or performance of the Services subject to and specified in the Order, or any part thereof) constitutes acceptance by the Supplier of these General Conditions of Purchase. Any delivery made or work started by the Supplier pursuant to the Orders shall constitute acceptance of the Order.
- c) The Supplier acknowledges that except as specifically provided within the Order, the rates and Prices therein are sufficient to cover its obligations, whether expressed or implied under the Order. When the work or any part of it is to be performed anywhere other than the Supplier's premises, Supplier shall be deemed to be fully familiar with all local laws, regulations and conditions and other factors that may affect the performance of the work.

### 4) SPECIFICATIONS

- a) Sartorius is, at all times, relying on the Supplier's knowledge and skills. Supplier warrants that the quantity, quality and description of the Goods and the Services shall be as provided in (i) these General Conditions of Purchase, (ii) the Order and/or in any

applicable Specification supplied by Sartorius to Supplier, and/or (iii) in Writing by Sartorius. The Goods and Services shall comply with all relevant laws and regulations and applicable industry standards.

- b) The Goods supplied shall be new and shall not have been used previously.
- c) In the event Supplier cannot provide Goods or Services that fully conform to the applicable Order or Specifications, Particular Conditions, or these General Conditions of Purchase, prior to Accepting the Order, the Supplier shall disclose Supplier's proposed exceptions or deviations and seek Sartorius' written approval. Supplier must clearly enumerate and clearly and specifically identify any and each exception or deviation. Each such exception or deviation must be supported with strong justification. Sartorius must provide its written approval to each exception or deviation for it to become effective, and the Order be considered amended accordingly. If Supplier fails to provide such deviation or exception list, and Accepts the Order, Supplier will be bound by the terms of the Order, without any exceptions or deviations.
- d) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for Sartorius in connection with the Order, together with any Intellectual Property rights in the Specification, shall be the exclusive property of Sartorius. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of its own, or as required for the purpose of the Order.
- e) These warranties shall survive the completion of each Order and are in addition to any warranties of additional scope given to Sartorius by the Supplier. No implied warranties are excluded.

## 5) PRICE AND TERMS OF PAYMENT

- a) Prices are exclusive of applicable value-added or sales tax but inclusive of all packaging as stated on the Order and shall remain fixed until the delivery and acceptance of all Goods and completion of all the Services, which are the subject of the Order in accordance with these General Conditions of Purchase.

- b) No invoice will be accepted or processed for payment unless it refers to the Sartorius Order number, is appropriately addressed and provides sufficient detail with respect to each item invoiced.
- c) Sartorius shall pay all invoices as per the terms defined in the Order.
- d) In the event that payment is made before delivery of any or all of the Goods or the Services, the Supplier hereby grants to Sartorius, and Sartorius shall have, a security interest in the Goods, components and/or raw materials used in or purchased or designated for the manufacture of the Goods or purchased using any money paid by Sartorius (or its subsidiaries or agents) to the Supplier (or on the Supplier's behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon the Supplier's receipt of such payment. The Supplier also agrees to execute and file (or, at Sartorius' discretion, permit Sartorius or Sartorius' agents to file), or take such other reasonable actions as deemed necessary by Sartorius, in order to establish, evidence, or perfect, such security interest, at the Supplier's cost.
- e) The making of payment shall not be deemed to constitute acceptance of the Goods or Services.
- f) All costs, damages or expenses for which Supplier is liable to Sartorius may be deducted from any amounts due or becoming due to Supplier or may be recovered from the Supplier by action at law or otherwise.

## 6) SECURITY STOCK

- a) In order to guarantee Sartorius a certain security and avoid delivery delays or interruptions, the Supplier agrees and commits itself to maintain a security stock of the Goods listed in the Order issued by Sartorius, and in conformity with the terms listed in the Particular Conditions and/or Other Contractual Documents.
- b) Sartorius reserves the right to audit at any time the security stock in the Supplier's premises or other facilities. If requested by Sartorius, Supplier shall provide reasonable access to its premises for this purpose. The audit will be undertaken by an employee or any agent of Sartorius, who will be designated for this purpose

## 7) RISK AND PROPERTY

- a) Risk of damage to or loss of the Goods shall pass to Sartorius when the Goods have been delivered and unloaded.
- b) Where payment for the Goods is made prior to delivery, the title in the Goods shall pass to Sartorius once payment has been made and the Goods have been appropriated or allocated to Sartorius. Notwithstanding, the terms in this Section 7(b) shall not affect when the risk of loss or damage to the Goods will transfer to Sartorius nor preclude or reduce Sartorius' right to inspect the Goods prior to acceptance.

## 8) DELIVERY AND IDENTIFICATION OF GOODS AND PERFORMANCE OF SERVICES

- a) Goods and Services shall not be dispatched or performed prior to receipt by the Supplier of Sartorius' written Order. The Goods shall be delivered (and all work associated therewith shall be completed) to the Delivery Location and the Services shall be performed by the date(s) specified in the associated Order or as otherwise agreed by Sartorius in Writing.
- b) Whenever the Supplier is on Sartorius' premises, Supplier shall abide by, and perform the Services in accordance with Sartorius' requirements and comply with Sartorius' rules regarding safety and access to Sartorius' facilities, as well applicable laws and regulations.
- c) Time shall be of the essence of the Supplier's obligations hereunder. If the Supplier fails to begin performing the work upon receipt of the Order, or it appears to Sartorius that the Supplier may not be able to complete the work by the required date, or the Supplier fails to do so, Sartorius may terminate the Order or any part thereof in accordance with the provisions of Clause 15 hereof.
- d) Without prejudice to any other remedy, if the deliveries of Goods are not made or the Services are not performed on the due date(s), or without certificates, identification or documentation in full compliance with Sartorius' requirements, Sartorius shall be entitled to recover from the Supplier, by way of damages and not as a penalty (either directly or by deduction from any amounts due or which become due to the Supplier) a sum equivalent to 5% of the Price for each week's delay up to a maximum of 50%

of the Price (or such other percentage and /or period as may be specified in the Order, Particular Conditions and/or Other Contractual Documents).

- e) Goods delivered in excess of the amount called for in the Order, or without Sartorius written Order, may be refused and returned to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount to ten per cent (10%) of the Price of the delivered Goods.
- f) To the extent that they do not conflict with the terms and conditions of the Order, Incoterms (latest edition), shall apply to the Order.
- g) Each package or case shall be clearly marked with the Supplier Company's name and Order number and Sartorius' Order reference. Where required in accordance with the relevant EC directive, Goods shall be stamped with the EC mark on the product, the documentation and the packaging. Any failure from the Supplier to comply with the provisions of this Clause 8 (g) shall allow Sartorius to refuse and return the Goods to the Supplier at the Supplier's expense, and Sartorius shall be entitled to invoice the Supplier for a handling fee which may amount to ten per cent (10%) of the Price of the delivered Goods.
- h) The Supplier shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No charge will be allowed for packing, crating, loading, or storage without Sartorius' written permission.
- i) All Goods shall be suitably packed to withstand normal freight handling and to withstand periods of storage and if the Goods or any parts of them are damaged due to faulty or inadequate packing, the damaged Goods or part of them shall be repaired or replaced at the Supplier expense whether or not delivery has been accepted.
- j) An Order and/or delivery shall not be deemed complete until all Goods and all other related Deliverables (including manuals and other documentation) and Services have been actually received and accepted by Sartorius.

## 9) INSPECTION

- a) Sartorius may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at the Supplier facilities, as Sartorius deems necessary to assure itself of the Supplier's compliance

with applicable laws and regulations, the Order and these General Conditions of Purchase.

- b) If as a result of inspection or testing, Sartorius is not satisfied that the Goods or the Services comply in all respects with the Order, Sartorius has the right to reject any work which is considered to be defective or inferior in quality of materials, workmanship, processing, design or not in accordance with the Specifications. Any work so rejected shall immediately be replaced or corrected at the Supplier's expense. The Supplier shall resubmit the replacement Goods or re-performed work for inspection or testing at Sartorius' sole judgement.

## 10) QUALITY OF PERFORMANCE

- a) The Goods or Services, or any sample thereof, shall be of satisfactory quality and fit for any purpose Sartorius specifies in the Order or by implication made known that Sartorius requires at the time the Order is placed and which is also of a standard not less than that of previous supplies (if any) approved by Sartorius.
- b) The conformity and quality of the Goods and Services provided constitute an essential condition of the Agreement.
- c) The Goods shall be free from defects in design, material and workmanship. Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and materials provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel, equipment or materials that do not comply with the foregoing provisions at Supplier's cost.
- d) All processing shall be in accordance with Sartorius' Order(s), and is subject to Sartorius' approval. It is agreed that no payment will be made in respect to processing which Sartorius subsequently rejects. The conformity of the Goods and Services, also includes quantity ordered.

## 11) ORIGIN OF RAW MATERIALS

- a) The Supplier shall supply at its own expense, certificates of analysis, tests, and certificates of origin as are required by Sartorius in connection with the Goods or Services or required by law. Such

information shall be delivered no later than two (2) business days after Order receipt.

## 12) CHANGES TO GOODS

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major Changes: The Supplier shall notify Sartorius of any permanent or temporary suspension or implementation of major changes in the production of Goods at least one (1) calendar year in advance by written notice to be countersigned by Sartorius. Major changes shall be the following:
  - i. Changes in the composition, source and grade of any raw material.
  - ii. Changes in the method of production, processing, sterilization or testing that may affect form, fit or function of the supplied Goods.
  - iii. Changes of production location.
  - iv. Changes in the specification of supplied Goods.
  - v. Changes of pre-suppliers.
- c) Minor Changes: Before any minor changes are made, the Supplier shall inform Sartorius at least six (6) months in advance by written notice to be countersigned by Sartorius. Minor changes shall be the following:
  - i. Methods or equipment used for testing the Goods
  - ii. Any other quality assurance activities relating to the Goods
  - iii. Changes in the packaging storage and distribution conditions, if these have been agreed individually between the Parties for the Goods.
  - iv. Changes in the labelling, specifically content, if these have been agreed individually between the Parties for the Goods.
- d) Change Notifications must be sent to Sartorius by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)

- e) The Supplier shall produce enough unchanged Goods to supply Sartorius for a minimum period of twenty-four (24) months after implementation of the announced change.

## 13) CHANGES TO SERVICES

- a) The Supplier shall have an established Change Control and Notification procedure to ensure that Sartorius is notified in the event of any changes. This procedure shall allow full traceability of all established changes as well as evaluation of potential impact of the individual change.
- b) Major changes: Sartorius requires twelve (12) months prior written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Changes in the method of processing, sterilization or testing that may affect form, fit or function of the Good where the Service is performed on.
  - ii. Changes of service location.
  - iii. Changes in any other field impacting the provided Service(s).
- c) Minor Changes: Sartorius requires a three (3) months prior written notice from the Supplier, to be countersigned by Sartorius, before the Supplier implements the following changes of the Services:
  - i. Methods or equipment used for testing.
  - ii. Any other quality assurance activities relating to the Services.
  - iii. Changes in the packaging, storage and distribution conditions, e.g. for spare parts.
  - iv. Changes in the specifically content.
- d) Change Notifications must be sent to the Buyer by email to: [supplier.changenotification@Sartorius.com](mailto:supplier.changenotification@Sartorius.com)
- e) The Supplier further guarantees that the Buyer shall have the opportunity within three (3) months of such notice, to procure from the Supplier a quantity of unchanged Services equivalent to a minimum of twelve (12) months consumption requirement. The annual consumption requirement shall be calculated on the basis of the Sartorius' planning at the time of notice.

## 14) CONTINUITY OF SUPPLY

Supplier agrees to continue to manufacture, or ensure a third party manufactures the Goods, including any spare parts and/or any element of the Goods for a minimum period of ten (10) years following their delivery. Supplier shall inform Sartorius of total or partial interruption of production of Goods or performance of Services, with no less than two (2) years advance written notice. In the event of a total interruption, Sartorius shall be afforded a "last time buy" of an amount no less than the average twelve (12) month purchasing history multiplied by the remainder of the continuity period. Supplier undertakes for the same ten (10) year period to supply technical assistance to Sartorius on its first demand and to carry out maintenance of the supply. If Supplier intends to surrender manufacturing or sale of any Goods, Supplier shall inform Sartorius hereof in writing without undue delay. Sartorius shall have the preferred right, within six (6) months upon receipt of this notification, to assume the manufacturing and sale of the respective Goods against payment of a reasonable fee to be negotiated between the Parties hereto.

## 15) WARRANTIES

- a) The Supplier acknowledges that Sartorius is at all times relying on the Supplier's knowledge and skills and on its representations and warranties set forth herein.
- b) Warranties of Goods: The Supplier hereby represents and warrants to Sartorius that:
  - i. The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified herein, in the Order and/or in any applicable agreement, quote, Specification or drawing supplied Sartorius to the Supplier or agreed in Writing by Sartorius, or as described in the Particular Conditions and/or Other Contractual Documents.
  - ii. The Goods shall comply with and be performed in accordance with all applicable laws, regulations and industry standards, including as to environmental matters and good engineering practices.
  - iii. The Goods shall be new and shall not have been used previously and shall be free from defects in design, material and workmanship, merchantable, fit for any purpose Sartorius specifies in the Order or by implication made

- known to the Supplier at the time the Order is placed.
- iv. The Supplier shall convey to Sartorius good title (free and clear from all liens, encumbrances, claims, and other defects in title) to all Goods delivered to Sartorius.
  - v. The Goods, the process of their manufacture, and the use of the Goods for any purpose for which they are customarily intended will not infringe any patent claim or other Intellectual Property rights of a third party.
  - vi. All documents including invoices, and all information submitted by the Supplier in support of any costs shall constitute a true, accurate and complete description of the Goods, activities and transactions to which they pertain.
  - vii. All samples provided to Sartorius by the Supplier shall be free from defects in design, material and workmanship, and no Goods delivered hereunder shall be of a lesser quality or standard than the corresponding samples or previous supplies received by Sartorius from the Supplier without Sartorius' written approval. The acceptance by Sartorius of samples shall not discharge the Supplier of its warranty and shall not be construed or viewed as the acceptance of the Goods delivered.
  - viii. All work performed in connection with or related to the Order and/or the Goods shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Sartorius reserves the right to require the replacement of any personnel, tools or equipment that do not comply with the foregoing provisions at the Supplier's cost.
- c) Where the Supplier has the benefit of warranties in relation to components included in or incorporated into the Goods, the benefit of such warranties shall be assignable and is hereby assigned to Sartorius. Sartorius may assign warranties provided by Suppliers to its customers.
- d) All warranties set forth herein shall survive acceptance of the Goods provided hereunder or termination of the Order and are in addition to any additional warranties given to Sartorius by the Supplier. No implied warranties are excluded.
- e) In the event Supplier breaches the Agreement, without prejudice to other rights or remedies

contained herein, Sartorius may at any time terminate the Order(s) and seek damages from Supplier where appropriate. Furthermore, Sartorius reserves the right to manufacture or seek the performance of the obligations hereunder by a third party which would otherwise be performed by the Supplier under the warranty in such cases where the Supplier has been unable to resolve a problem or breach in a reasonable period of time. In such cases, Sartorius reserves the right to charge Supplier for all costs, both direct and indirect, in connection therewith.

- f) Warranties of Services: Supplier, as a professional, warrants to Sartorius that the Services executed i) conform to the Order, and ii) are free from any defect, whether or not hidden.
- g) The acceptance by Sartorius of the Services provided by the Supplier shall not discharge the Supplier of its responsibility for all hidden or non-apparent defects, regardless of when the defect is discovered.
- h) Without prejudice to Sartorius' ability or right to terminate the Order(s) and seek damages, in the event that the Supplier does not resolve or cure non-conforming Services within a reasonable period of time, Sartorius reserves the right to provide itself or to seek provision of the Services from a third party and recharge the cost thereof to Supplier.

## 16) INDEMNITY / INSURANCE

- a) Acceptance of the Order constitutes an agreement by the Supplier to indemnify, defend, and hold harmless, Sartorius, its Affiliates and Sartorius' successors and assigns ("Sartorius Indemnified Parties") from and against all liability, loss, damage, injury, action, claim or demand and charge, cost and expense, including but not limited to, attorneys' fees, costs, internal processing expenses, rework and remanufacturing costs, sustained by or incurred by Sartorius by reason of failure of the Goods or the Services to conform to the warranties contained herein or in the Order or breach by the Supplier of any of its obligations hereunder or negligence or willful misconduct by it, its employees, representatives or agents. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order.
- b) The Supplier shall also, at its expense, indemnify, defend and hold harmless Sartorius Indemnified

Parties from and against any suit or proceeding that alleges or is based on a claim that the Goods or any component part furnished hereunder, or the Services, infringe any patent or other Intellectual Property rights of a third party. The Supplier shall pay all damages, costs and attorneys' fees related to, or arising from, any such suit or proceeding and, at Sartorius' sole determination and discretion, either:

- i. at Sartorius' expense, obtain the right for Sartorius to continue to purchase and/or use the Goods or the Services;
  - ii. rework the Goods so as to make them non-infringing while preserving their original functionality;
  - iii. replace the Goods with non-infringing Goods that are functionally equivalent to the infringing Goods;
  - iv. refund Sartorius the amounts paid hereunder if the Goods are not replaceable.
- c) The Supplier shall maintain, at its own expense and through a carrier with an A.M. Best rating of A- or better, insurance coverage with limits typically purchased by companies of similar size in the Supplier industry; provided, however, at a minimum the Supplier will maintain:
- i. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 policy aggregate; including products and completed operations and contractual liability;
  - ii. Automobile Liability - \$1,000,000 combined single limit;
  - iii. Umbrella/Follow form Excess Liability - \$10,000,000 per occurrence/policy aggregate;
  - iv. Workers' Compensation - Statutory;
  - v. Employers Liability - \$1,000,000;
  - vi. Pollution Legal Liability (if applicable) - \$5,000,000.
- d) Sartorius shall be named as additional insured on the Commercial General Liability, Automobile Liability and Umbrella/Follow form Excess Liability policies and a waiver of Subrogation included on the Workers' Compensation policy. Supplier's insurance shall apply as primary and non-contributory to that of Sartorius. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Sartorius of any cancellation or reduction in coverage with a minimum of 30 days prior written notice.

- e) The Supplier recognizes and agrees that any clause seeking to limit its liability is not acceptable to Sartorius.
- f) The Supplier will provide Sartorius with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request. The limits and insurance policies/coverage identified in this section are minimum requirements and shall in no way define or limit the obligation of the Supplier in the event of loss.

## 17) DEFECTIVE GOODS OR SERVICES

- a) Without prejudice to Sartorius' other legal or equitable rights and remedies, including those provided by these General Conditions of Purchase, the Supplier grants to Sartorius, in tandem with any legal warranties, a contractual warranty, as provided in this section.
- b) Regarding this contractual warranty, and if Goods or Services are defective or fail to meet the requirements of the Order, Sartorius reserve the right to either:
  - i. Require the Supplier to remedy, at its own expense, any defects that may arise in the work related thereto. The Supplier shall guarantee for a further 12 months all remedial work carried out under this warranty. Where a defect arises within the original Warranty Period but does not become apparent until that period has expired, the warranty period shall be extended to include such time as when Sartorius discovered the defect and gave notice of same to Supplier. Supplier's liability does not cease because Sartorius has not been able to give notice of the defect during the initial warranty period.
  - ii. Return the Goods for repair or replacement or require replacement Services within the timescale specified by Sartorius at the Supplier cost; or
  - iii. Carry out any necessary remedial actions and then charge the Supplier's account for such work; or
  - iv. Require that the Supplier refunds the full Purchase Price within thirty (30) days of Sartorius' notice and terminate the Order;
  - v. Refund to Sartorius all direct and indirect costs sustained by Sartorius and resulting from the defects of Goods or Services, including those linked to voluntary or mandatory product recalls, corrections or removals, including those imposed by public authorities,



- vi. Compensate Sartorius for all consequential damages, direct or indirect, which result, in whole or in part, from the Supplier's obligations or performance under the Agreement, including those related to bodily injury or property damage suffered by third parties, Sartorius or Sartorius' successors or assigns.
  - vii. Terminate this Agreement.
- c) In the event a defect or non-conformity is discovered, the Supplier shall (i) send a report detailing the nature and extent of the defect within twenty-four (24) hours of the discovery of the defect, and (ii) to implement with Sartorius a "quality wall" in order to avoid disruptions to production.

## 18) TERMINATION FOR DEFAULT OR INSOLVENCY

- a) In the event of any default by the Supplier in the performance of any obligations, Sartorius may, where such default is capable of remedy, give the Supplier written notice to rectify such default in a specified time. If the Supplier fails to comply with the requirements of the notice, or in Sartorius' sole opinion, the Supplier's default is incapable of remedy to Sartorius' satisfaction, Sartorius shall be entitled to terminate the Order, in whole or in part, with immediate written notice to the Supplier, without prejudice to any other rights under the Order or otherwise.
- b) Sartorius shall be entitled to terminate the Order if:
  - i. Supplier is adjudged bankrupt, applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of its creditors, voluntarily files for bankruptcy or has a receiver or trustee (or the like) appointed by reason of its insolvency, or becomes the subject of liquidation or dissolution proceedings; or
  - ii. Supplier ceases, or threatens to cease, to carry on business; or
  - iii. Sartorius reasonably believes or anticipates the events outlined in subsections (i) and (ii) are about to occur and notifies Supplier.
- c) Sartorius' rights and remedies are in addition to and without prejudice to other rights and remedies under the Order including Sartorius' right to allow the Supplier to continue the work and recover from it the loss or damage suffered by Sartorius in respect of Supplier's defective or delayed performance.

## 19) TERMINATION FOR SARTORIUS' CONVENIENCE

- a) Termination shall not relieve either Party of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.
- b) Sartorius may terminate the Order, for any reason or no reason, in whole or in part, with three (3) months' notice to the Supplier. The Supplier shall cease all performance except to the extent provided in the notice of termination. In such event, Sartorius shall make payment to the Supplier (as full and final settlement of all claims which the Supplier may have against Sartorius as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include all materials, which have been procured properly by Supplier for incorporation in the work.
- c) The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

## 20) TOOLS

- a) All special dies, tooling, molds, patterns, jigs, fixtures, and any other property which Sartorius furnishes to the Supplier or specifically pays for, for use in the performance of the Order, shall be and remain Sartorius' property, shall be subject to removal upon Sartorius' instruction, shall be for Sartorius' exclusive use, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at its expense while in its custody or control in an amount equal to the replacement cost, with loss payable by it. The Supplier shall indemnify, defend and hold harmless Sartorius Indemnified Parties against all claims, liability, loss, damage and/or cost arising from a claim by the Supplier's employees, agents or consultants in connection with the operation of such equipment while in Supplier's care, custody and control.
- b) The Supplier shall not impose on Sartorius its own "reserve property clause", or the one deriving from a subcontractor. The Supplier commits itself to take responsibility for all claims and actions which could be brought by any third parties against it and obtain, if necessary, the breaking of such a clause.

## 21) INTELLECTUAL PROPERTY RIGHTS

- a) Any Specification supplied by Sartorius to the Supplier or specifically produced by the Supplier for

Sartorius, in connection with an Order, together with any Intellectual Property rights therein, shall be Sartorius' exclusive property. The Supplier shall not disclose to any third party any such Specification except to the extent that it is or becomes public knowledge through no fault of its own; or as required by law, provided that the Supplier gives Sartorius immediate notice of such legal requirement and cooperates fully with Sartorius' attempts to acquire a protective order; or for the purpose of fulfilling the Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. The Supplier shall not use any such Specification except to the extent that it is necessary for the purpose of fulfilling the Order.

- b) If Sartorius has commissioned the Supplier to produce a design or Specification or drawing in the Order, the Supplier agrees that the commissioned work is a "Work for Hire", and that Sartorius, as the entity for which the work is prepared, shall own all right, title and interest in and to the work, and any other Intellectual Property rights that may arise from the work. The Supplier further agrees that to the extent that the work is not a "Work for Hire", it will assign to Sartorius ownership of all right, title and interest in and to the work, including ownership of the entirety of any Intellectual Property rights in the work. The Supplier agrees to execute all papers and take all steps necessary for Sartorius to perfect its ownership of the entirety of any Intellectual Property rights in the work.
- c) The Supplier represents and warrants that its work will be original and will not infringe upon the rights of any third party and will not have been previously assigned or otherwise encumbered, by license or otherwise.

## 22) COMPLIANCE REQUIREMENTS

- a) The Supplier shall comply with all applicable national and international laws and regulations, in particular the applicable customs and export control regulations including US re-export, embargo regulations and sanction programs.
- b) The Supplier undertakes to inform Sartorius in Writing of all foreign trade master data specified below after Sartorius places the Order (e.g. in the order confirmation) and latest at the point of the delivery (e.g. by printing the information on the delivery note and/or invoice). In case of any changes the Supplier will inform Sartorius in Writing

immediately.

- i. The country of origin (non-preferential origin) according to the rules of origin from the World Customs Organization (WCO).
  - ii. A long-term vendor declaration (LTVD) for the preferential origin of goods, on request and if applicable, or any other document confirming the preferential origin status of the product.
  - iii. A statistical goods number (Harmonized System Code) based on the tariff nomenclature from the World Customs Organization (WCO).
  - iv. The Export Control Classification Number (ECCN) according to the EC-Dual-Use regulation (No. 428/2009 including latest updates) or comparable international lists like German Ausfuhrliste, Swiss Güterkontrollverordnung, Indian SCOMET regulation, Singapore Strategic Goods Control List, as well as a ECCN related to the US Export Administration Regulations (EAR) or any other applicable law or regulation.
  - v. The potential share of US components per product (de-minimis ruling) if applicable.
- c) Anti-Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act:
    - i. Supplier, its directors, officers, employees and agents must not: (i) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or (ii) enter into any business agreement with, any director, employee or agent of Sartorius other than as a representative of Sartorius or in the ordinary and proper course of business between any of those parties.
    - ii. Supplier, its directors, officers, employees and agents must not undertake any activity that may constitute a breach of any provision of the Anti-Corruption Laws (any laws or international conventions relating to anti-corruption including: (a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997; (b) the United Nations Convention against Corruption 2003; (c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) ("FCPA"); (d) the UK Bribery Act 2010; (e) any other applicable law (statute, ordinance, rule or regulation, order of any

- court, tribunal or any other judicial body or any other administrative requirement) which: (i) Prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and/or (ii) Is broadly equivalent to the FCPA and/or the UK Bribery Act 2010, or was intended to enact the provisions of the OECD Convention, or which has as its objective the prevention of corruption and which are applicable in the jurisdiction in which the Supplier is registered, conducts business and/or which any of the Services are performed).
- iii. The Supplier shall furthermore, in the performance of its obligations under the Agreement, comply at all times and act in a manner consistent with Sartorius' Code of Conduct for Business Partners. The Supplier hereby acknowledges that it has received Sartorius' Code of Conduct for Business Partners (the "Code") available at <https://www.sartorius.com/download/343228/5/sartorius-code-of-conduct-business-partner-en-data.pdf> and agrees that any and all of its employment sites, subsidiaries, divisions, Affiliates, operating entities, personnel or subcontractors doing business with Sartorius and/or any of its direct or indirect subsidiaries will abide by the Code. The Supplier acknowledges that its failure to comply with the Code may result in the cancellation of all existing Orders and termination of its business relationship with Sartorius.
- iv. Supplier represents and warrants that Supplier shall comply, and that all Goods shall be produced and sold in compliance, all Services shall be performed in compliance, and all Deliverables shall be delivered in compliance, with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of the U.S. government and any other jurisdiction in which Goods or Deliverables are provided or Services are performed), including, without limitation any laws and regulations related to anti-corruption, import/export, labor, employment, anti-discrimination, anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Supplier has not taken, and shall not take, any action that would subject Sartorius or its Affiliates to any liability or penalty under any applicable law or regulation. Supplier has not, and shall not, directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any improper advantage.
- v. To the extent applicable, Supplier agrees to comply, and assist Sartorius in complying, with applicable conflict mineral laws, including without limitation, the requirements set forth in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time. Such compliance includes, without limitation, Supplier's timely completion of a conflict minerals survey on an annual basis and cooperation with Sartorius in connection with any due diligence it may perform regarding conflict minerals contained in Supplier's products supplied to Sartorius.
- vi. Supplier will manufacture all Goods and render all Services in compliance with applicable standards of the International Standards Organization and, if applicable, current Good Manufacturing Practices. Supplier will ensure that ISO certification is maintained at all times and will promptly notify Sartorius if there is any change to its certification.
- vii. Neither Party shall discriminate against any individual on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status, or any other characteristic protected by law.
- viii. Supplier certifies that neither it nor any employee or agent providing Services hereunder has been excluded or debarred pursuant to any federal, state or local regulation. In the event Supplier, its employees, agents, subcontractors or sub-suppliers become excluded or debarred or receives notice of or threat of debarment, Supplier shall immediately notify Sartorius and cease all work hereunder.
- ix. Where and to the extent applicable, the Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations (DFAR) clauses applicable to procurement with federal funds for first tier or second tier government contractors are hereby incorporated into and form a part of this Agreement. In the event of any conflict

between this Agreement and the FAR or DFAR clauses, the FAR and/or DFAR clauses shall prevail. The FAR and DFAR clauses are available upon request.

- x. Supplier will indemnify, defend and hold harmless Sartorius Indemnified Parties from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys' fees and costs), which Sartorius may incur due to Supplier's breach or non-compliance with the provisions of this Section 22.
- d) **Unless exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability.** If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

## 23) FORCE MAJEURE, SPECIAL RULES IN TIMES OF THE COVID-19 PANDEMIC

- a) In the event that either party is prevented or is unable to perform any of its obligations under this Agreement due to a Force Majeure event, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice identifying the Force Majeure Event to the other party and such party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such Force majeure Event.
- b) If a Deliverable cannot be provided due to a governmental order issued after the execution of the Agreement (also in the case of the Covid-19 pandemic), which includes or is expected to include the period of delivery of Goods or provision of the

Service, Supplier will promptly inform Sartorius of the nature of the delay and the projected timeframe for the Deliverable. Regardless of the basis for the Force Majeure event, if Supplier is not able to perform within a reasonable timeframe (as agreed to by Sartorius in its sole discretion) Sartorius may terminate the Agreement without any liability or penalty.

- c) Notwithstanding the foregoing, Sartorius shall be entitled to withdraw from the Agreement affected by the Force Majeure if the Force Majeure lasts for at least four (4) weeks within a period of three (3) months. The obligation to pay the remuneration, any claims for expenses or damages and any cancellation costs shall not apply. Payments or part performances already made shall be refunded in full by Supplier.
- d) Sartorius and the Supplier acknowledge and agree that all or part of the Order placement and execution may take place during the period of the Covid-19 pandemic. Both parties are aware that the Agreement will be executed in full knowledge of the substantial change in economic life caused by the pandemic. The Supplier expressly confirms that it will be able to carry out the Order within the terms and conditions set out in the Agreement.
- e) Based on the understanding outlined in Section 23(d), the Covid-19 pandemic is expressly excluded from the definition of Force Majeure and shall not be used as a basis for altering the terms of this Agreement, including but not limited to delivery dates and/or pricing.

## 24) MISCELLANEOUS

- a) Any manual of usage, instruction, description, Specification and the like provided by Supplier in relation to the Goods and/or Services shall be in English and any language as required by law.
- b) Any notice required or permitted to be given by either party to the other under these General Conditions of Purchase shall be in Writing addressed to that other party at its principal place of business and as further agreed upon by the parties in Writing. A copy of all notices to Sartorius shall also be sent to: Sartorius, 565 Johnson Avenue, Bohemia, NY 11746, Attn: Legal Affairs, Americas.
- c) Sartorius failure to insist on the Supplier's strict

performance of the Order or the Agreement, or any provision(s) of therein, at any time shall not be construed as a waiver by Sartorius.

- d) Sartorius' Order is placed subject to the work being carried out by the Supplier. No assignment, sub-contracting or transfer by Supplier is permissible without prior Written agreement by Sartorius. No assignment or subcontract shall relieve the Supplier of any obligations under the Order or this Agreement. Any purported assignment, transfer, or subcontract without such Written consent shall be void and ineffective. Sartorius may transfer or assign any Order and/or this Agreement, or any of its rights and obligations under an Order or this Agreement, in whole or in part, without Supplier's consent, to any: (i) Affiliate; (ii) wholly-owned subsidiary or successor-in-interest; or (iii) any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets to which this Agreement relates.
- e) If individual provisions of this Agreement are deemed to be too broad to permit enforcement to their full extent or otherwise become fully or partially ineffective, then such provisions shall be enforced to the maximum extent permitted by law, and the parties agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law and most closely approximates to the original intent of the parties.
- f) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario in Toronto, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.
- g) No Jury Trial: SUPPLIER AND SARTORIUS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR

RELATING TO THIS AGREEMENT.

- h) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may (i) disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause as if it were a party; (ii) disclose any Confidential Information as may be required by law, any court or governmental regulatory or supervisor authority or any other authority of competent jurisdiction, provided that each Party gives the Other party immediate notice of such legal requirement and cooperates fully with a Party's attempts to acquire a protective order.
- i) Any sales presentations, websites, marketing, promotion or other publicity material, whether written or in electronic form, that refers to Sartorius, its Affiliates, its products, or to these General Conditions of Purchase must be approved in Writing by Sartorius prior to its use or release.
- j) Sartorius, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Sartorius, no use of Sartorius's or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Sartorius' or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Sartorius of another entity's products or services.
- k) Supplier may not use the name or identity of Sartorius or any of its Affiliates, or any Confidential Information of Sartorius or any of its Affiliates, in any advertising, promotion or other public announcement without the prior express written consent of Sartorius.
- l) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to

make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products, and personnel and neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

- m) The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity.
- n) Nothing in this document is intended to create any rights in third parties against Sartorius.