

GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS

- 1.1 In these general terms and conditions (the “**General Terms**”), the following definitions apply:

“**Defect**” means that the Deliverables fail to comply with the Purchase Order, the specifications and/or the Supplier’s published, or otherwise agreed, technical, functional, operational specifications;

“**Deliverables**” means any Products or Services purchased by Sobi under these General Terms;

“**Delivery**” means as applicable, the delivery of (i) the Products to the address specified for delivery in the Purchase Order or in the specifications, if applicable and (ii) the due performance of the Services in a timely manner in accordance with the specifications set out in the Purchase Order and in these General Terms;

“**Delivery Delay**” means a delay that shall be deemed to have occurred if the Supplier has not delivered the Deliverables pursuant to the terms and conditions under these General Terms or otherwise separately agreed between the parties in writing (e.g. in the Purchase Order) in a timely manner in accordance with the agreed time plan;

“**Infringement**” is defined in Section 10.3.1;

“**Intellectual Property Rights**” means patent applications, patents, copyright and related rights, trademarks, business names and domain names, rights in designs, rights in computer software, database rights, know-how and trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Products**” means the items agreed between the parties to be sold or supplied by the Supplier subject to the Purchase Order;

“**Purchase Order**” means Sobi’s purchase order concerning the Deliverables to be delivered under these General Terms;

“**Results**” means any Intellectual Property Rights, whether patentable or not, that are discovered, conceived, reduced to practice or otherwise generated as a result of or in connection with these General Terms by or on behalf of the Supplier and/or its representatives (whether solely or jointly with others), provided, however, that “Results” shall exclude any “Supplier Property”;

“**SCC**” is defined in Section 16.1;

“**Services**” means the services agreed between the parties to be provided by the Supplier subject to the Purchase Order;

“**Supplier Property**” means certain processes, know-how, trade secrets, improvements, other Intellectual Property Rights and other assets, which have been developed by the Supplier independently of these General Terms and which relate to its business and operations and not to the Results or the Deliverables provided to Sobi;

“**Sobi**” means the Swedish Orphan Biovitrum group company specified in the Purchase Order;

“**Supplier**” means any third-party supplier engaged by Sobi for the supply and delivery of the Deliverables.

2. APPLICABILITY

- 2.1 Unless there is already an agreement governing Deliveries in place between the parties, these General Terms are applicable to all Deliveries from the Supplier to Sobi.
- 2.2 Unless otherwise set forth in the Purchase Order, these General Terms will constitute an integral part of each Purchase Order issued by Sobi for the purchase of Deliverables from the Supplier. These General Terms shall be given precedence of conflicting or deviating terms and conditions provided by the Supplier, unless the parties have separately and explicitly agreed in writing that a Delivery shall be governed by other terms and conditions than these General Terms.

3. ORDERS

- 3.1 Orders of Deliverables are placed by Sobi by issuing Purchase Orders to the Supplier. Only authorized representatives of Sobi shall have the right to issue such Purchase Orders for Deliverables on behalf of Sobi pursuant to these General Terms.

4. PRICE AND PAYMENT

- 4.1 Sobi shall pay the price for the purchased Deliverables specified in the Purchase Order and confirmed by the Supplier in the order confirmation. The compensation under the Purchase Order shall constitute the Supplier’s full reimbursement from Sobi with respect to the Deliverables, unless otherwise is separately agreed between the parties in writing.
- 4.2 The purchase price for the Deliverables shall be paid against a correct invoice, thirty (30) days net from the date of the invoice, unless otherwise is stated in the Purchase Order. Invoices may not be issued prior to Delivery.
- 4.3 If timely payments are not made, the Supplier is entitled to interest from the invoice due date. Interest is payable under the Swedish Interest Act (1975:635) (Sw. *Räntelag* (1975:635)).

5. DELIVERY

- 5.1 Delivery of ordered Deliverables shall be made according to what has been set out herein and in the Purchase Order.
- 5.2 The Supplier may not subcontract the performance of any of the Deliverables to third parties except as specified in the Purchase Order or approved in writing by Sobi.

6. DELIVERY DELAY

- 6.1 In the event the Supplier suspects that a Delivery Delay may occur, it shall promptly notify Sobi thereof and take action to mitigate the effect of the Delivery Delay.
- 6.2 In the event of a Delivery Delay, Sobi shall be entitled to:
- request delivery of the Deliverables that are subject to the Delivery Delay within fourteen (14) business days;
 - withhold its payment for the Deliverables that are subject to the Delivery Delay until the Deliverables are duly delivered; and
 - cancel the Purchase Order (or the parts thereof) that are subject to the Delivery Delay and which has not been delivered within fourteen (14) business days following receipt of Sobi’s request of Delivery of the Deliverables pursuant to Section a) above, and claim a refund of the amounts already paid for such Deliverables including the transportation costs, if any.

7. WARRANTY

- 7.1 The Supplier warrants that the (i) Products are free from any defects, deficiencies and non-conformities in production, design, material and workmanship, and (ii) Services are free from any defects and are provided with the level of expertise, training and skill necessary for the task in question and following business-like manner and (iii) Deliverables are free from any third-party claims or rights, including intellectual and industrial property laws. The Supplier further warrants that the Deliverables fulfil any specifications approved by Sobi and/or any specifications provided by Sobi to the Supplier.
- 7.2 The warranties set out in Section 7.1 above shall be in force until a minimum of one (1) year from the date of Delivery.
- 7.3 The Supplier shall ensure that the Deliverables comply with and may be used or consumed (as applicable) in accordance with, any requirements set forth in applicable laws, regulations, trade standards and codes of practice applicable at the time of Delivery.
- 7.4 Further, the Supplier warrants that it will perform the Purchase Order, including these General Terms, in compliance with Sobi’s Partner Code of Conduct, available via the Sobi website <https://www.sobi.com/en/responsible-sourcing>.

8. DEFECTIVE PRODUCTS AND PERFORMANCE FAILURE

- 8.1 In the event of a Defect or a breach of any of the warranties in Section 7, Sobi shall, without limitation to Sobi’s statutory rights upon Delivery, be entitled to request remediation of the Defect as described in this Section 8.
- 8.2 Sobi shall be entitled, at its own choice and discretion taking the Supplier’s commercial interests into reasonable account, to decide whether the Deliverables that are subject to the Defect shall be repaired or replaced by non-defective Deliverables, at the expense of the Supplier. In the event a Defect is discovered immediately upon

- Delivery, Sobi shall be entitled to withhold its payment for the Deliverables until remediation pursuant this Section 8.2 has occurred.
- 8.3 The Supplier shall effect repair or replacement of the Deliverables that are subject to a Defect within a reasonable time, but in no event later than fourteen (14) business days following the Supplier's notification of such Defect from Sobi.
- 8.4 Further, in the event a Defect is at hand and if the Supplier cannot repair or replace the Deliverables that are subject to the Defect, Sobi shall be entitled to cancel the Purchase Order of such Deliverables and claim and receive refund of the amount already paid by Sobi to the Supplier for such Deliverables.
- 8.5 The remedies set out above in this Section 8 shall not be deemed to limit or otherwise restrict any other right or remedy Sobi may have under these General Terms or applicable laws, including but not limited to the right to claim compensation for any loss incurred (subject to the limitations in Section 9) or any termination right.
- 9. LIMITATION OF LIABILITY**
- 9.1 Notwithstanding anything to the contrary herein, neither party is liable for any indirect damages, including without limitation to loss of profit and consequential damages, suffered by the other party.
- 10. INDEMNIFICATION**
- 10.1 General Liability**
- 10.1.1 In addition to all other remedies agreed between the parties, the Supplier shall indemnify and hold Sobi harmless from and against any and all costs, fees, penalties, damages and all other liabilities and obligations whatsoever arising out of any claim, loss or damage which relates to (i) non-compliance by the Supplier with any of its warranties or obligations under these General Terms; or (ii) negligence or fault of the Supplier in connection with the design or manufacture of the Products or provision of the Services.
- 10.2 Product Liability**
- 10.2.1 To the extent caused by the Supplier, excluding any damages caused or arising out of any actions or omissions by Sobi, the Supplier shall indemnify and hold Sobi harmless from claims, suits or actions made against Sobi by third parties based upon personal injury (including death) or property damage caused by faulty design, materials or workmanship or non-fulfilment of the agreed manufacturing specification of the Products.
- 10.3 Infringement of third-party Intellectual Property Rights**
- 10.3.1 The Supplier shall indemnify and hold Sobi harmless from and against claims from third parties, and costs, losses and damages awarded to such third parties, to the extent resulting from the infringement of such third parties' Intellectual Property Rights by the Deliverables supplied under these General Terms ("Infringement").
- 11. INSURANCE**
- 11.1 The Supplier shall hold adequate insurance at its own expense that at all times covers the liability which might arise in connection with the Delivery.
- 12. TERMINATION**
- 12.1 Without prejudice to any other remedy either party may have against the other party for a breach of these General Terms, each party shall have the right to terminate a Purchase Order with immediate effect by sending written notice to the other party if:
- the other party fails to uphold its obligations under these General Terms, which breach being irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, and/or
 - the other party enters into liquidation, is declared bankrupt, suspends its payments, makes a composition with its creditors or otherwise becomes insolvent.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 The Intellectual Property Rights of Sobi or the Supplier which exist on the date Sobi issues the Purchase Order, shall continue to be owned by or licensed to the party introducing such rights.
- 13.2 The Supplier agrees that all Results are and shall be the sole and exclusive property of Sobi. The Supplier hereby assigns and transfers to Sobi and agrees to assign and transfer and to cause each of its representatives to assign and transfer to Sobi, without additional consideration, all Intellectual Property Rights world-wide in and to the Results.
- 13.3 The Supplier shall, promptly at Sobi's request, perform or procure to be performed all such further acts and execute all such other documents as Sobi may from time to time require for the purpose of securing, proving or protecting Sobi's right, title and interest in and to the Intellectual Property Rights assigned to Sobi in accordance with Section 13.2.
- 13.4 Should Sobi wish to file a patent application with respect to the Results and should it so advise the Supplier in writing, the Supplier shall co-operate with Sobi, at Sobi's reasonable request and expense, in obtaining such patent protection by furnishing available information and by signing and/or procuring the signature of necessary documents by its representatives.
- 13.5 Notwithstanding the above, Sobi and the Supplier agree that any Supplier Property generated as a result of or in connection with these General Terms is the sole and exclusive property of the Supplier, unless solely relating to the Deliverables or Sobi's confidential information. The Supplier hereby grants to Sobi a non-exclusive and remuneration free right to use the Supplier Property to the extent required or appropriate in order for Sobi to use or benefit from the Results.
- 13.6 The Supplier shall not publish any of the Results without Sobi's prior written consent.
- 13.7 The Supplier agrees to submit to Sobi, after the termination or expiration of a Purchase Order, or at any date prior to such termination or expiration upon Sobi's request, the Results generated in connection with the Deliverables together with any documentation submitted to the Supplier by Sobi or its affiliates under such Purchase Order.
- 13.8 The Supplier shall not have the right to make any use whatsoever of Sobi's Intellectual Property Rights, including logotypes or brand names, without prior written consent from Sobi.
- 14. DATA PRIVACY**
- 14.1 Any processing of personal data under or in connection with a Purchase Order, including these General Terms, shall be made according to applicable data privacy laws, including the EU General Data Protection Regulation 2016/679 ("GDPR").
- 15. CONFIDENTIALITY**
- 15.1 Sobi and the Supplier undertake to treat as confidential any commercial, technical or financial information, trade secrets or other information which it may from time to time receive or obtain as a result of entering into or performing its obligations pursuant to these General Terms or otherwise, relating to the other party. The foregoing shall not apply if and to the extent; (i) the information is or becomes publicly available (other than by a breach of the confidentiality undertaking contained herein), (ii) the disclosure of any information is required by applicable laws, (iii) the disclosure of any information is required for the purpose of any arbitral or other legal proceedings arising out of these General Terms, or (iv) Sobi or the Supplier, as the case may be, have given prior written consent to the disclosure by the Supplier or Sobi, respectively.
- 16. DISPUTE RESOLUTION AND GOVERNING LAW**
- 16.1 Any dispute, controversy or claim arising out of or in connection with these General Terms, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
- 16.2 These General Terms and any Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of Sweden, without regard to its principles on conflict of laws. For the sake of clarity, the provisions of the Convention on Contracts for the International Sale of Goods ("CISG") or any national legislation incorporating CISG shall not apply as between the parties.