

## Terms and Conditions of Purchase

Aptuit (Verona) S.r.l.

1. Definitions
  - 1.1 The term "Buyer" shall mean the person, firm or company so named in the Purchase Order
  - 1.2 The term "Seller" shall mean the person, firm or company to whom the Purchase Order is issued.
  - 1.3 The term "Purchase Order" shall mean any Purchase Order issued by the Buyer on any written order form to the Seller for the supply of its Goods and Services. No Contract shall exist/subsist between the Buyer and Seller unless such a Purchase Order has been issued.
  - 1.4 The word "Goods" shall mean all goods covered by the Purchase Order.
  - 1.5 The word "Services" shall mean all services covered by the Purchase Order.
  - 1.6 The term "Conditions" shall mean these terms and conditions of purchase.
  - 1.7 The term "Contract" shall mean the contract between the Buyer and Seller, consisting of the Purchase Order, these Conditions or any other documents (or parts thereof) specified in writing in the Purchase Order.
  - 1.8 The term "Date of Delivery" shall mean the date for delivery specified in the Purchase Order.
  - 1.9 The term "Contract Price" shall mean the sum stated in the Purchase Order to be paid by the Buyer to the Seller for the supply of the Goods and Services.
  - 1.10 The term "Authorized Officer" shall mean the Buyers' employee authorized either generally or specifically by the Buyer to sign the Buyers Purchase Order, confirmation of which may be obtained from the Vice President of Finance.
2. General
  - 2.1. The only terms and conditions applicable to a Purchase Order and/or Contract shall be those Conditions set out herein. Any general terms and conditions of sale submitted or referred to by the Seller on any of the Sellers stationery or otherwise communicated to the Buyer either before or subsequent to placing the Purchase Order shall have no effect, unless the Buyer specifically agrees in writing to their incorporation in the Contract and has confirmed such agreement in the Purchase Order.
  - 2.2. If any terms of this Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other terms and the remainder of the terms in question shall not be affected.
3. Amendment of Conditions
  - 3.1. Neither party shall be bound by any variation, waiver or addition to these Conditions except as agreed by parties in writing and signed on their behalf by one of their authorized personnel.
4. Documentation
  - 4.1. All correspondence must quote the Buyers' Purchase Order number.
- 4.2. Receipt of all Purchase Orders must be acknowledged in writing to VERGMProcurement@evotec.com.
- 4.3. Invoices and Statements must be sent to VERGMVendor\_invoice@evotec.com.  
In addition, NON EU vendors, must also send invoices to VERGMImport@evotec.com.
- 4.4. Advice and dispatch notes must be sent to VERGMProcurement@evotec.com.
- 4.5. All invoices and statements must show separately the VAT rate and the amount of VAT charged and the Sellers VAT registration number.
- 4.6. If the Seller accepts a Buyers' Purchase Order by e-mail, acceptance shall be deemed to take place and a valid contract formed when Seller's e-mail is received by the Buyers' e-mail system. For the avoidance of doubt, the absence of signatures on behalf of the Seller and the Buyer on the Purchase Order issued by the Buyer shall not affect the validity of a Purchase Order or Contract formed by e-mail in accordance with the sentence above.
5. Specification
  - 5.1. The quantity, quality and description of the Goods and Services shall be as specified in the Purchase Order and/or in any applicable specification, drawings descriptions or samples supplied or advised by the Buyer to the Seller contained or referred to in the Purchase Order.
  - 5.2. The Seller shall comply with the highest applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the supply of the Services. Where no standards are specified the Seller shall comply with the relevant Italian standards applicable to Seller's industry.
6. Quality and Fitness for Purpose
  - 6.1. The Seller warrants that the Goods and Services shall be of satisfactory quality.
  - 6.2. The Seller warrants that the Goods and Services shall be fit and sufficient for the purpose for which such Goods and Services are ordinarily used and for any particular purpose made known to the Seller by the Buyer.
  - 6.3. The Buyer shall rely on the skill, care, diligence and judgement of the Seller in the supply of the Goods and Services and the execution of the Purchase Order. The Seller will obtain and maintain all approvals and permissions necessary to provide the Services.
7. Right of Rejection
  - 7.1. Where Goods and Services do not conform to the Purchase Order, whether by means of quality or quantity or being unfit for the purpose for which they are required, the Buyer reserves the right to reject such Goods and Services in whole or in part irrespective of whether such Goods and Services have been accepted or paid for.
  - 7.2. Pursuant to art. 1495 (relating to Goods) and 1667 (relating to Services) of Italian Civil Code, the Buyer shall notify to the Seller any non-conformity of Goods or Services within [ninety (90)] days of its discovery.

- 7.3. The Buyer shall give the Seller reasonable opportunity – within [15] days from rejection – to replace the Goods with new Goods or to perform new Services that conform with the Purchase Order, after which time the Buyer shall be entitled to cancel the Purchase Order and purchase replacement Goods or Services of the same or similar description elsewhere and without any prejudice to any other rights the Buyer may have with the Seller.
- 7.4. In the event of a cancellation as defined in Clause 7.3 the Seller shall promptly repay any monies paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under these Conditions shall not affect any other rights the Buyer may have.
- 7.2 The Seller must collect all rejected Goods within a reasonable time frame of rejection, which shall not exceed [15] days from the date of rejection. Where the Seller fails to collect such rejected Goods within such reasonable time frame, the Buyer shall be entitled to dispose the Goods at the expense of the Seller and will not be held liable for the cost of Goods.
- ## 8. Delivery
- 8.1. The Date of Delivery of Goods and Services shall be specified in the Purchase Order unless otherwise agreed by the Buyer and Seller. Time for delivery shall be the essence of the Contract.
- 8.2. The Seller shall bear the cost of delivering the Goods and Services to the Buyer at the delivery point specified in the Purchase Order unless otherwise specified. Delivery shall be affected when Goods and Services have been unloaded and accepted by an Authorized Officer of the Buyer.
- 8.3. If the Goods and Services are incorrectly delivered, then the Seller will be held responsible for all additional expenses incurred in delivering them to their correct destination.
- 8.4. The Seller shall ensure that each delivery is accompanied by a delivery note which is prominently displayed and which shows the Purchase Order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. The Seller shall also supply the Buyer free of charge with all operating safety and storage instructions, warning notices and other information that may be necessary for the proper use of Goods and that shall be clearly displayed.
- 8.5. The Seller agrees before delivery to provide the Buyer in writing and free of charge with a list by name and description of any harmful (e.g. hazardous and toxicological) or potentially harmful substances, properties or ingredients in the Goods supplied and to include information concerning any changes in or control of such substances, properties or ingredients. The Buyer will rely on the Seller for the supply of such information to satisfy its own obligations under environmental, occupational health and safety legislation. The Buyer shall comply with any instructions or warnings provided by the Seller relating to the use of the Goods and shall not misuse the Goods in any manner.
- 8.6. The Goods shall be properly packed, secured and dispatched to arrive in good condition at the time and place specified in the Purchase Order.
- 8.7. Providing the Buyer has given notice to the Seller in reasonable time after receipt of the Goods or after the date when the Goods were expected to be delivered, the Seller will repair or replace all Goods damaged or lost in transit, during off-loading or stacking free of charge.
- ## 9. Passing of Property and Risk
- 9.1. The Goods shall become the property of the Buyer when they have been delivered in accordance with Clause 8 above without the Buyer's right to reject the Goods under Clause 7.
- 9.2. The risk in the Goods and Services shall pass to the Buyer on completion of delivery in accordance with Clause 8 above, provided that the risk in any Goods and Services rejected by the Buyer under Clause 7 shall revert to the Seller immediately upon notice being given by the Buyer of such rejection.
- 9.3. International deliveries shall be subject to DDP under INCOTERMS® 2020.
- ## 10. Inspection
- 10.1. The Buyer shall have the right to inspect the progress and inspect the Goods at the Seller's or Sellers' subcontractor's premises. The Buyer shall provide no less than 24 hours' notice in writing of such visit.
- 10.2. The Buyer shall have the right to request all defects and deficiencies to be made good and alterations made where Seller or Seller's subcontractors have failed in the reasonable opinion of the Buyer to comply with the terms of the Contract.
- 10.3. Any inspection, checking or approval on behalf of the Buyer under this clause shall not relieve the Seller of any of its obligations under the Contract.
- ## 11. Price
- 11.1. The price payable for the Goods and Services shall be that stated in the Purchase Order and unless otherwise stated shall be inclusive of all charges, including but not limited to packaging material, packing, shipping, loading, carriage insurance and delivery of the Goods and Services to the delivery address and any duties, levies, customs, fee or charge of any nature whatsoever imposed by any governmental authority on the transaction between the Seller and the Buyer or taxes other than VAT. The price shall be fixed for the duration of the Contract.
- 11.2. No variation in price or extra charges can be made whether on account of increased material, labor, transport or fluctuations in rates of exchange or otherwise, without the prior written consent of the Buyer.
- ## 12. Payment
- 12.1. The Seller shall submit an invoice for the Goods and Services after delivery has been completed. Invoices shall be submitted and distributed as set out in Clause 4.
- 12.2. All invoices must quote the relevant Purchase Order number.
- 12.3. Unless otherwise stated in the Contract, the Buyer shall pay the Seller within thirty (30) days of receipt of a correctly rendered invoice. The Buyer shall not be held responsible for delays in payment caused by the Sellers failure to comply with the Buyers invoicing instructions.
- 12.4. If the Buyer has rejected the Goods or Services or any parts of them without having made payment and such rejected Goods or Services are thereafter replaced by the Seller with Goods or Services which conform to the Purchase Order, then payment shall be made by the Buyer for the Goods or Services with thirty (30) days of receipt of a properly prepared invoice for the same.
- 12.5. All invoices which do not conform to the Purchase Order shall be placed in dispute. The Buyer shall contact the Seller and the Seller shall work with the Buyer to resolve

the dispute in a reasonable time frame. All disputed invoices will be removed from the Sellers statements and payment shall not be subject to any late payment penalties. Once disputes are resolved, invoices will be paid within a time frame agreed by both the Buyer and Seller.

- 12.6. Payment by the Buyer in accordance with the stipulated payment terms shall not constitute any admission by the Buyer as to the performance by the Seller of his obligations.
- 12.7. Notwithstanding the different terms of payment and interests provided for by the Legislative Decree no. 231/2002, in case of delay in payments, interests shall be due only after receipt of a Seller's written notice, shall accrue starting from the date of receipt of such notice and shall amount to the legal rate provided for by art. 1284 of Italian Civil Code.

### 13. Delayed Delivery

- 13.1. If the Seller is delayed in the performance of the Contract by any act or default of the Buyer or any circumstance of force majeure as defined in Clause 16 below, the Buyer shall grant to the Seller a reasonable extension of the date of delivery of the Goods and Services. Notwithstanding the granting of any such extension, the Seller shall use his best endeavors to deliver the Goods and Services by the delivery date.
- 13.2. If the Goods and Services or any part of them are not delivered by the time or times specified in the Purchase Order or the extended delivery date under sub-clause 13.1, then the Buyer may by written notification cancel any Goods or Services or undelivered balance of the Goods or Services. The Buyer may also return for full credit and at the Seller's expense any Goods that in the Buyers opinion cannot be utilized owing to this cancellation.
- 13.3. Owing to the failure of the Seller to deliver the Goods and services under sub-clause 13.1 and 13.2, the Buyer may terminate the Contract and purchase other goods and services of the same or similar description elsewhere and recover from the Seller the amount by which the cost of purchasing such other goods and services exceeds the Contract Price without prejudice to any other rights which the Buyer may have in respect of the Seller's breach of Contract.

### 14. Goods' Defects Liability

- 14.1. Without prejudice to the right of rejection set out in Clause 7, subject to the Buyer's notice to the Seller within [ninety (90)] days of the discovery of any non-conformity of Goods, the Seller shall within 15 days of notice and without cost to the Buyer repair, or replace at the Buyer's option, any of the Goods which are defective at the time of delivery or of putting into service, due to faulty workmanship, materials, or faulty design, if the Seller is responsible for the design, errors in instructions, labels or handbooks or any other breach by the Seller of his obligations under the Contract or at law whether express or implied.
- 14.2. The Seller ensures, in accordance with Article 1512 of Italian Civil Code, the proper functioning of the Goods for a period of 18 months from delivery to 12 months from putting into service, whichever shall be shorter. Subject to the Buyer's notice to the Seller within [ninety (90)] days of the discovery of any non-conformity of Goods, the Seller shall without delay and without cost to the Buyer repair, or replace at the Buyers option, any of the Goods which become defective within such period due to faulty workmanship, materials, or faulty design, if the Seller is responsible for the design, errors in instructions, labels or handbooks or any other breach by the Seller of his

obligations under the Contract or at law whether express or implied.

- 14.3. Any goods so replaced shall be subject to the same obligations for a further defect liability period of 12 months from their re-delivery after repair or replacement.
- 14.4. If the Seller shall fail to repair or replace such defective Goods, the Buyer shall have the right to have the work of repair or replacement undertaken elsewhere and to recover the costs of so doing from the Seller.
- 14.5. The Seller shall be further liable to the Buyer for all direct and indirect damages sustained by the Buyer arising out of the said defects in the Goods.

### 15. Services' Defects Liability

- 15.1. Without prejudice to the right of rejection set out in Clause 7, subject to the Buyer's notice to the Seller within [ninety (90)] days of the discovery of any non-conformity of Services, the Seller shall within 15 days of notice and without cost to the Buyer, eliminate any non-conformities or defects of the Services which are defective at the time of delivery or of putting into service, due to faulty workmanship, materials, or faulty design, if the Seller is responsible for the design, errors in instructions, labels or handbooks or any other breach by the Seller of his obligations under the Contract or at law whether express or implied.
- 15.2. If the Seller shall fail to repair or replace such defective Services, the Buyer shall have the right to have the Services performed elsewhere and to recover the costs of so doing from the Seller.
- 15.3. The Seller shall be further liable to the Buyer for all direct and indirect damages sustained by the Buyer arising out of the said defects in the Services.

### 16. Liability

- 16.1. If either party fails to perform its obligations under the Contract, then that party shall be liable to the other for the damages arising directly and naturally in the ordinary course of events from the breach of Contract concerned.
- 16.2. Nothing in these Conditions shall operate to limit or exclude any liability, right or remedy to a greater extent than is permissible under Italian Law, including without limitation in relation to (a) death or personal injury caused by the negligence of a party to the Contract or (b) fraudulent misrepresentation or deceit.

### 17. Force Majeure

- 17.1. Any events which were unforeseeable, irresistible, insurmountable and independent of the will of the party concerned will declare the existence of force majeure and the effected party shall notify the other. The following shall be included but is not limited as causes beyond reasonable control:
  - 17.1.1. Governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage of requisition.
  - 17.1.2. Act of God, fire, explosion, flood, epidemic or accident;
- 17.2. If the event of force majeure continues for a period of less than 30 days, then on the ending of the force majeure event the contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the force majeure event as may be agreed between the parties.
- 17.3. If the event of force majeure shall continue for a period of more than 30 days, then the Contract shall be considered

as terminated by mutual consent and any payments made by the Buyer to the Seller shall be promptly refunded.

## 18. Intellectual Property Rights

- 18.1. Intellectual Property Rights arising during or out of the provision of Services provided by the Seller shall be and remain the property of the Buyer.
- 18.2. The Seller warrants that it owns the Goods and that neither the Goods and Services nor the Buyers' use of them will infringe any patent, registered design, trademark, copyright or other protected right, with the exception of Goods and Services made to the Buyers' design or instruction.
- 18.3. The Seller shall indemnify the Buyer from:
  - 18.3.1. all costs, claims, proceedings or demands in respect of claims for infringement of patent, registered trademarks, copyright or design right by reason of the use or sale of Goods and Services against all costs, losses, expenses, claims and damages incurred in any action for such infringement or for which Buyer may become liable in any action;
  - 18.3.2. all claims made against the Buyer arising out of the (negligent and/or willful) acts and omissions of the Seller or its subcontractors;
  - 18.3.3. all losses, costs, damages, claims and expenses caused to and made against the Buyer which would not have been caused or made had the Seller fulfilled its expressed or implied obligations under the Contract.
- 18.4. In the event the Buyer receives notice of any claim that the Goods and Services infringe any such patent, copyright, trade mark or design right of any third party, with the exception of Goods and Services made to the Buyers design or instruction, the Buyer shall have the right to terminate the Contract forthwith but such termination shall be without prejudice to any other right of action the Buyer may have.

## 19. Assignment and Subletting

- 19.1. A Purchase Order or Contract shall not be assigned by the Seller nor sub-let as a whole. The Seller shall not assign any part of the Purchase Order or Contract without the Buyers written consent.
- 19.2. The Seller shall be responsible for all Goods and Services supplied by subcontractors as if the Goods and Services had been supplied by itself.
- 19.3. The Buyer shall be entitled by giving written notice to the Seller to assign (in whole or in part) its rights and obligations under the Purchase Order or Contract at any time.

## 20. Insolvency and Bankruptcy

- 20.1. If the Seller becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Buyer may, without prejudice to any of its rights, terminate the Contract forthwith by notice to the Seller or to any person in whom the Contract may be vested.

## 21. Termination

- 21.1. The Buyer shall be entitled to cancel any Purchase Order in whole or in part at any time by giving written notice to

the Seller prior to delivery of the Goods and Services. If the Buyer exercises this right of cancellation, then the Buyers' sole liability shall be to pay the Seller the irrevocable costs incurred by the Seller in accordance with the Contract and fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation shall not include any loss of anticipated profits or consequential loss.

- 21.2. If the Seller commits a breach of any of the terms and conditions of the Contract and fails to cure the breach within fifteen (15) days after receipt of a written notice from the Buyer specifying in detail the nature of such breach, the Buyer shall have the right to terminate the Contract with immediate effect.
- 21.3. The Buyer shall be entitled to, by giving written notice to cancel a Purchase Order or the Contract with immediate effect at any time if the Seller ceases or threatens to cease to carry on its business.
- 21.4. If the Seller fails to pay any money due from it to the Buyer, then the Buyer by written notice shall be entitled to terminate the Contract with immediate effect.

## 22. Indemnity

- 22.1. The Seller shall keep the Buyer fully and effectively indemnified against:
  - 22.1.1. any royalties payable by the Seller resulting from whatsoever and
  - 22.1.2. any claim in Contract or tort or otherwise for any direct or indirect damages, expenses or costs (including without limitation legal expenses and experts' fees) relating to damage to property or injury to loss to any person, firm or company, or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings; or any defects in failure of the Goods and Services or part thereof provided; or work performed by the supplier or occasions by reason of any (negligent and/or willful) act or omission by the Seller or any subcontractor of it.
- 22.2. The Seller shall effect with a reputable insurance company a policy or policies covering all the matters which are subject of indemnities under these Conditions and shall at the request of the Buyer produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium there under.

## 23. Confidentiality

- 23.1. The Sellers shall not use or make public any details of the Purchase Order or the Buyer's name for advertisement or publicity purposes without the prior written consent of the Buyer. The consent shall cover only the material described in the request and shall only apply for the approved time period.
- 23.2. The Seller shall hold as confidential all information, details, specifications, drawings and any other matter relating to the Goods and Services to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person, except such of his employees and permitted subcontractors and suppliers as may be necessary for the performance of his obligations under the Contract.
- 23.3. The Seller's duty of confidentiality shall continue in respect of each item of information until that item of information lawfully enters the public domain, except any information which (i) is or becomes public knowledge through no improper conduct on the part of the Seller; (ii) is already lawfully possessed by the Seller prior to receiving it; (iii) is obtained subsequently from a third party without any obligations of confidentiality and such third party is in lawful possession of such material and is not in violation of any contractual or legal obligation to maintain

the confidentiality of such material; (iv) is independently developed by the Seller, as evidenced by the Seller's written records, without access to such information; and/or (v) is approved for release by written authorization of the Buyer.

- 23.4. In the event that the Seller is required by law or by a regulatory authority having jurisdiction to disclose any confidential information, whether by way of public filing or otherwise, then the Seller shall promptly give written notice thereof to the Buyer and (subject to such law or regulatory authority) permit the other the right to review such disclosure, obtain a protective order or to terminate any further discussions.
- 23.5. All documents and drawings containing such information and any copies thereof shall, upon completion of the Contract or its termination for any reason, be returned to the Buyer.

#### 24. Data Privacy Protection

- 24.1. The processing of personal data for the implementation of the Contract shall be undertaken by both Parties in accordance to the GDPR (EU Regulation no. 2016/679) and Data protection Code (Legislative Decree 196/03) and as follows:
- 24.2. Each Party represents and warrants to handling and processing Personal Data in compliance with any applicable Data Protection Law, including but not limited to, the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) ("GDPR"). Each Party shall not, by its act or omission, cause the other Party or its Affiliates to breach any applicable Data Protection Law.

To the extent that one Party collects, processes or uses Personal Data on behalf of the other Party when rendering the Services or performing its obligations under this Agreement ("Processing" as defined in Article 4 (2) GDPR), according to Article 28 of the GDPR or any other applicable Data Protection Law, the Parties shall enter into an additional contractual agreement which is required by such applicable Data Protection Law.

#### 25. Corrupt Gifts

- 25.1. The Seller shall not, in any event, give, provide, or offer to the Buyer's employees and/or agents any Joan, fee reward, emolument or advantage whatsoever. In the event of any breach of this condition, the Buyer shall without prejudice to any other rights the Buyer may possess, be at liberty forthwith to terminate with immediate effect any Contract and to recover from the Seller any loss or damage resulting from such termination.

#### 26. Independent contractor

- 26.1. Nothing in these Conditions is intended to, or shall be deemed to, establish any employment, partnership or joint venture relationship between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. The Seller agrees that all personnel employed or contracted by the Seller in connection with the performance of its services under these Conditions shall be deemed for all purposes employees and contractors of the Seller and not of the Buyer.

#### 27. Compliance with Legislative Decree 231/2001

- 27.1. Legislative Decree 231/2001 has introduced in the Italian legal system the responsibility of legal entities in relation to specific criminal offences committed in their interests or

to their advantage by directors, employees or consultants. An effective organizational model of management and control pursuant to Legislative Decree 231/2001 may prevent the commission of such criminal offences and avoid for such entities the related responsibility.

- 27.2. The Seller hereby declares and warrants to be aware that the Buyer has adopted the Organizational Model as provided by Legislative Decree 231/2001 and to have examined the Buyer's Code of Conduct (available at the following URL:

<https://www.evotec.com/en/invest/corporate-governance>

- 27.3. Throughout its partnership with the Buyer. The Seller undertakes to refrain from any conducts liable to set an offence referred to in Legislative Decree 231/2001.
- 27.4. The parties agree that the non-compliance by the Seller of the obligations under this Article constitutes a serious breach, justifying the Seller to terminate the Contract pursuant to art. 1456 of Italian Civil Code.

#### 28. Applicable Law and Competent Court

- 28.1. These Conditions and any Contract shall in all respects be governed by and interpreted in accordance with Italian law and the parties agree to submit to the exclusive jurisdiction of the Court of Verona in connection with any dispute hereunder.

In accordance to Articles 1341 and 1342 of the Italian Civil Code, the Seller hereby declares to accept expressly the following clauses of the General Terms and Conditions of Purchase: 7 (Right of Rejection); 11.2 (no variation in price); 12 (Payment); 13.2, 13.3 (Delayed Delivery); 14 (Goods' Defects Liability); 15 (Services' Defects Liability); 18.3 (Termination for infringement of property rights); 19 (Assignment and subletting); 20 (Insolvency and Bankruptcy); 21 (Termination); 22 (Indemnity); 27.4. (Termination under art. 1456 c.c.); 28.1 (Competent Court).

[Place, Date]

[Name Seller]