

## **General terms and conditions of agreements**

1. These General Terms and Conditions of Agreements (hereinafter referred to as the 'GTCA') shall apply to any agreements, arrangements and understandings under which Boehringer Ingelheim Sp. z o.o. (hereinafter referred to as the 'Company') shall cooperate with contracting parties.
2. The GTCA shall not apply to agreements, arrangements and understandings under which the Company sponsors conferences for healthcare professionals (HCPs). In that regard, the 'General Terms of Conference Sponsoring' shall apply instead.
3. The GTCA are available on the Company's website at <https://www.boehringer-ingelheim.pl>.
4. The Company is not bound by any contractual provisions or general terms and conditions applied by contracting parties.
5. Any deviations from the GTCA must be made in writing, otherwise they shall be null and void.
6. In the event of a discrepancy between an agreement and the GTCA, the provisions of the GTCA shall apply, unless otherwise agreed by the parties to the agreement.

### **Chapter I**

#### **Offers, orders, subcontractors**

1. The sending of samples, offers and price information by contracting parties is free of charge and non-binding upon the Company.
2. Orders are binding only if they are made in writing or confirmed in writing by the Company. For the purposes of the GTCA, correspondence sent by fax or email shall be deemed to be in written format.
3. Orders made by the Company shall be deemed accepted if a contracting party does not object to it by submitting changes to the order within three (3) business days from the date of receipt of the order. If the order execution deadline is shorter than three (3) business days, the period for submitting changes to the order by the contracting party shall be one (1) business day shorter than the order execution deadline. Changes to and cancellations of an order must be made in writing.
4. The execution of an order, in whole or in part, must not be entrusted to a third party (subcontractor) without the Company's written consent.

### **Chapter II**

#### **Execution of orders**

1. The contracting party agrees to execute an order within the agreed time limit. Partial execution of an order or execution thereof at a later time requires the explicit consent of the Company. If the deadline is not agreed, the order should be executed immediately. The contracting party must notify the Company immediately of any potential delays, providing information about their duration and causes, as well as about the new deadline for execution of the order, to which consent must be obtained by the contracting party.

2. Unless otherwise stipulated in an order which consists in the delivery of products, the delivery shall be based on the DAP (Delivered at Place) rule within the meaning of INCOTERMS 2010, at the cost and risk of the contracting party. The contracting party agrees to act in accordance with legal (in particular, export and customs clearance – if applicable) and technical requirements relating to the delivery. A delivery to the Company must be appropriately marked so that the delivered products can be easily identified. In particular, it is necessary to include the proof of delivery, the order number, the subject of the order and the consignee. The products ordered must also meet EU requirements in terms of proving their origin; the contracting party is obliged to present a certificate of origin without being requested to do so by the Company.
3. In the event of late or incomplete execution of an order, the Company is entitled to withdraw from the agreement or to demand that the order be executed on preferential terms. Additionally, in the event of delayed execution of an order, the Company is entitled (without prejudice to possible claims for damages, including those in excess of the contractual penalty) to demand payment of a contractual penalty of 1% of the order value for each week of delay in the order completion, which shall, however, not be higher than 5% of the order value.
4. The contracting party confirms that all deliveries will comply with the applicable national and Union laws.
5. A breach by a contracting party of the provisions of this Chapter shall entitle the Company to withdraw from the agreement or to cancel the order.

### **Chapter III Shipment, prices, invoices**

1. The Company shall promptly inform the contracting party in writing of any defects in the delivery after their identification. Previously non-disclosed defects entitle the Company to make guarantee claims, claims for damages or statutory warranty claims within the time limits specified in the provisions of the Civil Code. Payment for the execution of an order does not constitute confirmation of the correct completion of the order.
2. The prices set for the execution of an order are the maximum prices which the Company is willing to pay for such execution. In the case of consignment, the prices shall cover all the costs of shipment and packaging. The prices do not include value added tax.
3. Unless otherwise agreed, the payments shall be made within thirty (30) calendar days from the date of delivery and submission of a duly issued VAT invoice.
4. Invoices must be issued in accordance with the law, otherwise they will not be forwarded for payment but returned to the contracting party instead.
5. Currency exchange rate risks (including exchange rate fluctuations), and bank charges shall be borne by the contracting party.
6. The date of debiting the Company's bank account will be considered the date of payment.

### **Chapter IV Guarantee, liability, insurance**

1. If cooperation involves the delivery of products by the contracting party, it shall ensure that the products are properly manufactured and made of appropriate materials, taking into account the latest state of the art and the highest standards. The contracting party shall guarantee that the delivered products are fully compliant with the samples, models and descriptions provided by it. Information provided by the contracting party in the course of trade negotiations, in particular in catalogues, advertising materials, statements, data sheets and/or other product descriptions, shall be regarded as contractually agreed essential product characteristics. Therefore, the contracting party guarantees that the products will comply with the contractual characteristics and, unless otherwise agreed, they will have the characteristics which are typical for or expected from products of the same type and quality.
2. In the event of a defective delivery, the Company is entitled to demand that corrective measures be taken and/or that the products be replaced without any costs on the part of the Company, to be given a reasonable price discount, to cancel the order in full or in part. Any expenditure incurred by the Company, such as cost of transport, travel, labour, materials or costs of any works which exceed the standard inspection of the delivered products, shall be borne by the contracting party. If the contracting party fails to comply with the Company's demand to remedy a defect within a reasonable time limit specified by the Company, the Company may perform the required activities by itself or subcontract their performance to a third party at the contracting party's expense. Minor defects may be corrected immediately by the Company without calling the contracting party, at the latter's expense. Should the Company exercise the right to withdraw from an agreement, the products will be returned to the contracting party, to their place of origin, at the cost and risk of the contracting party. The Company also has the legal right to claim compensation for damage caused by non-performance of an agreement or for damage which is not caused by the object of delivery itself.
3. The contracting party shall be liable under warranty if a physical defect is found within two (2) years from the date of release of the products to the Company. In the case of agreements for specific work and for the provision of services, the deadline shall run from the time of acceptance of the deliverables, i.e. upon the transfer of risk.
4. The contracting party shall be liable towards the Company for all types of irregularities, including in particular for any acts and omissions of its employees or collaborators. The contracting party shall also be liable for any acts and omissions of subcontractors as for its own acts and omissions.
5. The contracting party shall indemnify the Company and hold it harmless from any claims (regardless of the legal basis) made by the Company's contractual partners or other third parties for any breach (intentional or not) arising from the contractual arrangements or other obligations of the contracting party. This applies in particular to claims for product liability which arise from a defective product of the contracting party, regardless of who is considered to be the manufacturer of the final product, pursuant to the provisions on product liability. The contracting party shall have the burden to prove that the products delivered to the Company were not defective. The indemnification shall also cover any

costs and expenses arising from such claims (including costs of any litigations or withdrawal of products from the market).

6. At the Company's request, the contracting party must document that it holds the relevant employer liability insurance and product liability insurance, by submitting a copy of a valid insurance policy.

## **Chapter V**

### **Additional provisions on the performance of services**

1. The nature, scope and costs of services are described in detail in an order or in the confirmation of performance of the services. In the event of changes, the parties must agree on a change in the order. Otherwise, the contracting party may not request any remuneration for the performance of the changes. The contracting party must immediately inform the Company in writing of any changes, immediately upon becoming aware of them. The remuneration for the services will be determined as a lump sum or on an hourly basis; in the latter case, the maximum number of hours of service will be agreed. In the case of services settled on the basis of an hourly rate, only hours actually worked can be the basis for the settlement. Payment will be made against detailed specifications to be approved by the Company.
2. The contracting party warrants that it will provide the services in accordance with its best knowledge and technology. The provisions concerning guarantee contained in Chapter 4 will apply accordingly. The contracting party warrants that it will use only qualified personnel to provide the services. These employees will be listed in detailed specifications. The contracting party shall not change the employees without a valid reason or without the prior written consent of the Company. The contracting party agrees to immediately obligate its employees, contracting parties etc. involved in the performance of the services to comply with the same confidentiality principles as those applicable under these GTCA.

## **Chapter VI**

### **Transfer of ownership**

The ownership of delivered products shall be transferred to the Company after payment of the remuneration/price. The contracting party warrants that the products are free from physical and legal defects and are not encumbered with third party rights. The retention of title shall not be extended or transferred to the supplier.

## **Chapter VII**

### **Intellectual property rights, confidentiality**

1. Drawings, models, samples, tools and documents of any kind produced by the Company or based on the Company's specifications are the Company's property and may not be used by third parties or made available to them in any way.
2. The contracting party is responsible for ensuring that samples, brands, models, drawings, descriptions and documentation provided by it are free from third party rights, including in particular that intellectual property rights of third parties are not violated. Supplied products must comply with the law and the requirements of administrative authorities.

The contracting party shall always indemnify the Company against violation of these laws and regulations, in the case of third-party claims for damages.

3. By providing products or performing services under an agreement, the contracting party shall transfer the author's economic rights to the Company and enable the exercise of derivative copyrights, in the fields of exploitation indicated in the agreement.
4. The Company shall be entitled to exercise the transferred author's economic rights without any territorial or temporal limitations, in its own name and at its own expense. If necessary, the contracting party shall make all representations and declarations in relation to the transfer of these rights to the Company.
5. The contracting party shall release the Company from any liability and shall replace it in the event of any dispute arising from the exercise of intellectual property rights or industrial property rights.
6. The contracting party agrees not to disclose any confidential information provided to it or any knowledge acquired while executing an order. This obligation shall continue to apply after the completion of an order. The contracting party also agrees not to use this information for its own purposes unrelated to the order execution and not to let the information be used by third parties acting on behalf of the contracting party. Documents generated as part of the cooperation will be kept by the contracting party at least for the statutorily defined periods. At the Company's request, upon completion of an order or notification that the order will not be made or will be cancelled, all confidential information, including all copies thereof (except for copies required to document compliance with a confidentiality agreement), must be immediately returned to the Company.
7. Without the Company's prior consent, the contracting party must not, directly or indirectly, refer to its cooperation with the Company, in particular it must not identify the Company as a reference customer or use brands, logos and other symbols owned by the Company. This also applies to other companies in the group.

## **Chapter VIII Governing law**

An agreement and any disputes and claims arising out of or in connection with the agreement, its subject matter or conclusion (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of Poland. The parties irrevocably submit to the exclusive jurisdiction of the court having jurisdiction over the registered office of the Company in the settlement of any disputes or claims arising out of or in connection with the agreement, its subject matter or conclusion (including non-contractual disputes and claims).

## **Chapter IX Force majeure**

Force majeure (including: employee disputes, involuntary business interruptions, riots, official precautions and other unavoidable incidents) shall release the Company, for the duration of force majeure, from the obligation to timely accept the subject matter of an

agreement. In the case of such incidents and for two (2) weeks after their occurrence, without prejudice to any other rights of the Company, the Company shall be entitled to withdraw from the agreement without having to pay any compensation, if such incidents are significantly long.

## **Chapter X**

### **Compliance, industry codes**

1. The contracting party warrants that it will respect the basic principles of corporate responsibility, labour standards and anti-corruption standards in line with the Boehringer Ingelheim Supplier Code of Conduct (<https://www.boehringeringelheim.at/en/about-us/business-partners/importantdocuments>) and that it has instructed its managers, employees, collaborators and all subcontractors about the obligation to comply therewith. In order to ensure proper operation, the contracting party agrees to take all necessary measures to avoid illegal activities, especially those detrimental to the Company. In particular, the contracting party acknowledges that, in its performance of an agreement, the contracting party's managers, employees, collaborators and subcontractors will fully comply with the applicable laws.
2. Also, the contracting party must respect the global human rights and corporate accountability principles, in line with the general UN Global Compact rules in force at the time of placing an order (available under the following link: <https://www.unglobalcompact.org/what-is-gc/mission/principles>).
3. The Company is a signatory to the Transparency Code and other industry codes laying down the rules of sharing information on cooperation with HCPs and healthcare organisations. With a view to ensuring the transparency of its activities, the Company stipulates that, if the other party to an agreement establishes cooperation with HCPs or healthcare organisations so as to enable or facilitate the other party's fulfilment of the obligations, the Company will publish information about the existence of such cooperation and about the resulting amount of consideration provided to a healthcare professional (subject to his/her consent) or to a healthcare organisation.
4. The Company informs that the following types of consideration will be published on the website:
  - a. in the case of HCPs – costs of registration fees, travel and accommodation for congresses, conventions and symposia, as well as remuneration for any services provided by a healthcare professional to the Company,
  - b. in the case of healthcare organisations – donations, grants and other unpaid benefits, including funds and benefits in kind, costs of registration fees, travel and accommodation during events, such as information, promotional, scientific or professional meetings, congresses, conferences, symposia, as well as remuneration for any services provided by a healthcare organisation.
5. The contracting party hereby acknowledges the foregoing and ensures that it does not object to the Company's activities taken pursuant to paragraphs 3 and 4 above. The contracting party warrants that it will cooperate with the Company in so far as it is necessary for the Company to fulfil its obligations under the Transparency Code.

6. The text of the Transparency Code is available at: <http://www.kodeksprzejrzystosci.pl>.

## **Chapter XI**

### **Anti-corruption clause**

1. The contracting party represents and warrants that it shall fully comply with all applicable anti-corruption regulations, including in particular, the applicable provisions of law as well as industry and professional codes. Without prejudice to the above, the contracting party in particular declares that it will not, directly or indirectly, in connection with the Company's business or in connection with an agreement:
  - a. offer, promise, give or participate in providing financial or personal benefits or any facilities to Public Officers, who are natural persons or legal persons related to them, or to any third parties in exchange for any action or advice aimed at meeting, obtaining or maintaining (a) regulatory requirements, (b) any economic activity, including any commercial transactions to which the Company is a party or which are otherwise linked with the agreement (c) any other unjustified advantages;
  - b. provide any financial benefits to Public Officers, without a prior consent of the Company, regardless of whether such a benefit may constitute a prohibited financial advantage, including a bribe;
  - c. provide any financial benefits to subcontractors, agents or to other third parties in order to offer, promise, give, receive, seek or participate in the provision of the above-mentioned benefits, or to reward anyone for the provision of the above-mentioned benefits (including bribes) to Public Officers; or
  - d. request or accept offers or any financial or personal benefits from any natural or legal person for himself or for a third party, in exchange for granting another natural or legal person unfair preferences in the purchase of goods or services in connection with the agreement.
2. For the purposes of the GTCA the term 'Public Officer' shall mean any official or employee of domestic or foreign government institutions, any department, organisation, political party or derivatives of those institutions (including officials and employees of units controlled by government organisations) or an official or employee of any public international organisation as well as any person acting for or on behalf of the above-named domestic and international institutions, as well as health professionals working in entities engaged in healthcare activity, supervised, controlled (also through capital) and financed by the State Treasury or a local government units.
3. The contracting party should immediately notify the Company of any suspected past, present or future potential breaches of the provisions of this Anti-Corruption Clause. If the contracting party has any doubts as to whether particular conduct in fact infringes this anti-corruption clause, it shall be obliged to contact the Company and not to take any decisions or actions pending receipt of the Company's decision in this regard.
4. The contracting party will ensure that its employees, collaborators, subcontractors or agents are properly trained on this anti-corruption clause.
5. The contracting party acknowledges and agrees to the audit of documentation maintained by it in connection with the conclusion of an agreement, to be carried out by the Company, at its expense, at any time, sufficiently in advance, in order to ensure that the

documentation complies with the agreement and with the applicable provisions of the law, while maintaining a high level of confidentiality of data obtained during the audit. Additionally, at the Company's request, the contracting party shall confirm (in the form required by the Company) compliance with the agreement and the applicable law.

6. Any breach of this Anti-corruption Clause by the Service provider constitute a material breach of this Agreement. Regardless of any other sanction provided by law or hereunder, the Ordering Party may terminate this agreement for justified reasons and with immediate effect.
7. The contracting party is aware of the fact that the Company rejects cooperation with other entities which are involved in bribery or any other form of corruption or fraud, also in connection with tender proceedings and negotiation of agreements.
8. The contracting party shall release the Company from any liability for damages (including lost profits) arising out of a breach of this anti-corruption clause or any applicable laws by the contracting party, its employees, collaborators, subcontractors or agents.

## **Chapter XII**

### **Processing of personal data**

1. In connection with the conclusion and performance of an agreement, the Company may process the following personal data:
  - a) personal data of the other party to the agreement: name, surname, Tax ID No (NIP), Statistical ID No (REGON), Central Registration and Information on Business (CEIDG) number, residence address, business address, mailing address, email address, telephone number, fax number.
  - b) personal data of employees or collaborators of the other party to the agreement: name, surname, business email address, business phone number, job position.
2. The personal data referred to in par. 1 will be processed for the purpose of:
  - a) conclusion and performance of an agreement between the Company and the other party thereto,
  - b) establishment, exercise or defence against claims which the Company or the other party thereto may have in relation to each other in connection with the agreement,
  - c) the Company's fulfilment of its legal obligations, in particular those arising from the provisions of pharmaceutical law and tax law.
3. The controller of personal data processed for the purposes indicated in par. 1 is Boehringer Ingelheim sp. z o.o. with its registered office in Warsaw, ul. F. Klimczaka 1, 02-797 Warsaw.
4. The personal data referred to in par. 1 shall be processed on the basis of a legitimate interest of the data controller or on the basis of a legal obligation to which the controller is subject.
5. The data will be processed for the following periods:
  - a) processing for the purpose of performance of an agreement between the Company and the other Party thereto – for the term of the agreement,
  - b) processing for the purpose of establishment, exercise or defence against claims which the Company or the other party to the agreement may have in relation to each other in connection with concluded agreements – for a period of three years from the performance of the last action thereunder which may be the subject of a claim.

- c) processing for the purpose of the Company's fulfilment of its legal obligations arising from the provisions of pharmaceutical law and tax law – for the term of the agreement and for the period required by the above laws,
6. Anyone whose personal data is processed by the Company shall have the right to access their personal data, request its rectification, erasure and restriction of processing, the right to object to further processing, the right to data portability and the right to lodge a complaint with a personal data protection authority.
  7. If you require more information about your rights and how to exercise them or if you have any other questions or requests, please contact an information security administrator/data protection officer at Boehringer Ingelheim.
  8. Data processing in connection with the performance of an agreement shall be carried out pursuant to Article 6(1)(f) of the EU Regulation 2016/679 of 27 April 2016 ('**Regulation**').
  9. Data processing for the purpose of establishment, exercise or defence against claims which the Company or the other party to the agreement may have in relation to each other in connection with concluded agreements shall be carried out pursuant to Article 6(1)(f) of the Regulation.
  10. Data processing for the purpose of the Company's fulfilment of its legal obligations arising from the provisions of pharmaceutical law and tax law shall be carried out pursuant to Article 6(1)(c) of the Regulation.
  11. The expected data recipients involve entities to be entrusted with the processing of data by the Company, as well as employees and collaborators of the Company or those entities – in so far as this is necessary to achieve the purposes of processing of such data.
  12. If the performance of an agreement requires the processing of personal data which is controlled by the Company, the Company will entrust the other party thereto with the processing of personal data in order to perform the agreement, under a separate agreement for entrusting the processing of data. The agreement for entrusting the processing of personal data will specify in particular the categories of entrusted personal data, the categories of data subjects, the purpose of processing, the scope of the entrusted processing activities and the obligations of the Company as a data controller and the other party thereto as an entity entrusted with processing. Where personal data is transferred to a country outside the European Economic Area, the operation will take place in accordance with the provisions of Chapter VII of the Act and, starting from 25 May 2018, Chapter V of the Regulation.
  13. If the performance of an agreement requires the processing of personal data which is controlled by the other party thereto, that party will entrust the Company with the processing of personal data in order to perform the agreement, under a separate agreement for entrusting the processing of data. The agreement for entrusting the processing of personal data will specify in particular the categories of entrusted personal data, the categories of data subjects, the purpose of processing, the scope of the entrusted processing activities and the obligations of the other party thereto as a data controller and the Company as an entity entrusted with processing. Where personal data is transferred to a country outside the European Economic Area, the operation will take place in accordance with the provisions of Chapter V of the Regulation.

**Chapter XIII**  
**Final provisions**

1. If any part of the GTCA is or becomes invalid, this will not affect the remainder of the GTCA or the agreement itself. The parties will replace the invalid provision with the one which reflects the initial economic and legal intentions as closely as possible.
2. Statements on behalf of the Company are binding only if made by authorised representatives, i.e. members of the management board, commercial proxies or agents.
3. Matured receivables of contracting parties must not be set off against the Company's receivables.
4. Failure by the Company to exercise its rights defined in the GTCA shall not constitute a waiver of the rights. The Company reserves the right to exercise the above rights at a later time or to assert them.
5. In matters not covered by these GTCA, the provisions of the Civil Code shall apply.