Please scroll to page #6 to see the Chinese version of BeOne Medicines and its subsidiaries Terms & Conditions
请跳至第六页查看百济神州条款和条件的中文版本

These BeOne Medicines and its subsidiaries General Terms and Conditions shall apply to the supply of goods and/or services to be made by a supplier or a service provider (“ ”) pursuant to a Purchase Order (“ ”) to the BeOne entity named in the PO (“ ”).

BeOne General Terms and Conditions supersede, and BeOne expressly rejects the applicability of, any other general terms and conditions of the Supplier including any such terms appearing on or referred to in any documents issued by the Supplier such as quotations, acknowledgements of order, invoices, or delivery notes. The Supplier may accept BeOne General Terms and Conditions in writing, email, fax, and acceptance will be deemed through any other manifestation of acceptance including, but not limited to: performance initiation, provision of products or services, payment acceptance, whichever may occur first. The acceptance of BeOne General Terms and Conditions as above described shall constitute a waiver by the Supplier of all terms and conditions contained in any quotation, acknowledgment or order, invoices, delivery notes, or any other communications which are inconsistent with BeOne General Terms and Conditions.

If BeOne and the Supplier agreed a BeOne Service Agreement or Master Service Agreement and a Statement of Work or Work Order (together the " ") both the terms of the MSA and these BeOne General Terms and Conditions will apply and to the extent that there is any inconsistency between these BeOne General Terms

assignment of rights to BeOne as provided herein, BeOne shall pay Supplier the amount agreed upon and specified in the applicable PO, forty-five (45) days from the date BeOne Accounts Payable r) 3 (00,) 3). /) . , 33 / ( )3 30))). (or MSA, or required by mandatory governing law. The price in the PO is a firm price and (subject to clause 3) is not subject to any variation. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Supplier's invoice. Payment of any invoice shall not constitute acceptance of the relevant goods and/or services. All personal property taxes assessable upon the goods prior to receipt by BeOne of goods conforming to the PO shall be borne by Supplier. Supplier shall invoice BeOne for all goods delivered and all services performed in accordance with these Terms and Conditions within ninety (90) days of completion of the services or delivery of goods and must reference the applicable PO number. BeOne may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved.

3.

BeOne shall have the right to inspect such goods and services and to reject any or all said goods or services which are in BeOne judgment defective or nonconforming. Goods or services rejected, and goods supplied in excess of quantities ordered herein may be returned to Supplier at its expense and, in addition to BeOne other rights, BeOne may seek reimbursement from Supplier for the expense of unpacking, examiningETQ0.00000912 0 612reW*nBT/F2 1Tf1 0 0 1 405.95 s9(k)-8(r)]TJ ETQ0.00000912 0 0 g0 G[( )]TJ ETQ0 g0 G on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Supplier warrants that all goods or services furnished hereunder will be merchantable and appropriate for the purpose for which such goods or services are normally used. If Supplier knows or has reason to know the particular purpose for which BeOne intends to use the goods or services, Supplier warrants that such goods or services will be fit for such particular purpose. Supplier warrants that goods or services furnished will conform in all respects to samples provided to BeOne. Any inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to BeOne , when notified of such non-conformity by BeOne, provided BeOne elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, BeOne, after reasonable notice to the Supplier, may make such corrections or replace such goods and services and seek reimbursement from Supplier for the cost incurred by BeOne in doing so. The Supplier's warranty shall run to BeOne, its successors, assigns and customers, and beneficiaries of Services and users of goods and products sold by BeOne.

7.

The Supplier shall consider all information furnished by BeOne to be confidential (except for such information which is publicly known, which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party, or which is developed independently by the other party without reliance on any of BeOne confidential information) and shall not disclose any such information to any other person or use such information itself for any purpose other than to perform these General Terms and Conditions, unless the Supplier obtains written permission from BeOne to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by the Supplier for BeOne in connection with this PO. Supplier shall not advertise or publish the fact that BeOne have contracted to purchase goods or services from Supplier, nor shall any information relating to this PO be disclosed without BeOne written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to BeOne shall be deemed secret or confidential and the Supplier shall have no rights against BeOne with respect thereto except such rights as may exist under applicable laws.

8.

The Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against BeOne or its agents, customers, or other vendors for alleged intellectual property infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of the goods or services furnished hereunder, and Supplier further agrees to indemnify BeOne, its affiliates, agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any amount agreed to paid in order to settle any such suit or proceeding. BeOne may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Supplier.

9.

BeOne reserves the right to terminate a PO or any part hereof for its sole convenience. In the event of such termination the Supplier shall immediately stop all work hereunder, including any applicable work being performed by its own suppliers or subcontractors. The Supplier shall be paid a reasonable termination charge consisting of a percentage of the PO price reflecting the percentage of the work or services performed or goods delivered or in transit prior to the notice of termination plus actual direct costs incurred by Supplier resulting from the termination. The Supplier shall not be paid for any work done after receipt of notice of termination or for any costs incurred by Supplier's own suppliers or subcontractors which Supplier could reasonably have avoided.

10.

BeOne may also terminate a PO or any part hereof for cause in the event of any default by Supplier or if Supplier fails to comply with BeOne General Terms and Conditions. Late deliveries, deliveries of good or services which are defective, or which do not conform to this PO, and failure to provide BeOne, upon request, with reasonable assurances of future performance shall all be causes for BeOne to terminate this PO for cause. In the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, then BeOne may, at its option, terminate this PO. In the event of termination for cause, BeOne shall not be liable to Supplier for any amounts related to the non-conforming goods or services, and Supplier shall be liable to BeOne for any and all direct damages sustained by BeOne by reason of the default which gave rise to the termination.

The rights and obligations of the Supplier which, by intent or meaning, have validity beyond termination of this PO, including, but not limited to, rights with respect to ownership of deliverable, confidentiality, data privacy, indemnification, and liability shall survive the termination or expiration of a PO.

11.

To the extent Supplier's employees, agents or sub-contractors enter upon BeOneproperty or property of its customers or suppliers, in the course of performance of this PO, the Supplier shall indemnify, defend and hold BeOne its affiliates, employees, and agents harmless from and against any and all damages for injury caused to persons including both BeOne and Supplier's employees, or property by reason of Supplier's operations hereunder, other than for such damages caused by the negligence of BeOne, its affiliates, employees, or agents. Further, Supplier shall defend, indemnify and hold harmless BeOne and its affiliates, employees, and agents against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission by Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.

12.

Supplier shall be solely responsible for maintaining all customary insurance coverage such as adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Supplier's trade or businesses in order to protect BeOne and BeOne customers from and against all of the damages, liabilities, claims, losses and expenses provided in the preceding Indemnification section. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the area or areas in which Supplier's operations take place. Supplier agrees to submit certificates of insurance evidencing its insurance coverage upon request by BeOne.

13.

In no event shall BeOne be liable for loss of revenue, loss of profit, lost opportunity, loss of actual or anticipated profits or for incidental, indirect, punitive, exemplary or consequential damages. BeOne liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from a PO or from the performance or breach thereof shall in no case exceed the price allocated to the goods or services which gives rise to the claim.

14.

No part of a PO may be assigned or subcontracted by Supplier without the prior written approval of BeOne.

However, the BeOne may assign any part of or all of a PO to its affiliates upon prior written notice to the Supplier. The assignment shall be effective upon Supplier's receipt of such notice.

15.

Supplier shall be solely responsible for filing the appropriate tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Supplier's receipt of payment under a PO. Supplier further agrees to provide BeOne with reasonable assistance in the event of a government audit. BeOne shall have no responsibility to pay or withhold from any payment to Supplier under this purchase order, any applicable taxes or fees. Supplier shall, cooperate with and provide reasonable assistance to BeOne to recoup any VAT, GST, or other recoupable tax applied to the services or any pass-through expenses.

16.

Supplier shall comply fully with all applicable laws in the performance of a PO including, but not limited to, all applicable employment, tax, export control, privacy modern slavery and environmental laws. If goods include hazardous materials, Supplier represents and warrants that it understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials. Upon BeOne request, Supplier will promptly provide BeOne with a statement of origin for all goods and Customs documentation for goods wholly or partially manufactured outside of the country where order originated.

17.

BeOne may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of the BeOne and shall deliver them when the cause of the delay no longer applies. BeOne shall be responsible only for Supplier's direct costs.

18.

This BeOne General Term and Condition shall be interpreted and governed by the laws of the jurisdiction where the BeOne contracting entity is incorporated without regard to conflict of laws. Any disputes arising out of or in connection with a PO shall be subject exclusively to the jurisdiction of the competent courts where the BeOne is domiciled.

19 Compliance with BeOne policies

Supplier, its affiliates, and approved subcontractors shall comply with all applicable BeOne policies including but not limited to the BeOne Supplier Code of Conduct, as amended from time to time (together BeOne 00,) / / /.). (. 0 / - . / „ 00,) , 3) 3 . ( )3 PO. The BeOne

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