A. Scope of Application

1. The following General Terms and Conditions apply to the purchase of works and other services and to the purchase of products and goods for all contracts concluded by Daiichi Sankyo Germany GmbH (hereinafter referred to as “DSDE”) with companies within the meaning of § 310 of the German Civil Code [BGB] (each hereinafter referred to as “Contractual Partner”) insofar as nothing else is specified in the contracts themselves or in the commission/order by DSDE.
2. These conditions shall apply exclusively. Conflicting or deviating General Terms and Conditions of the Contractual Partner shall not apply unless DSDE expressly agrees to them in the individual case. This also applies if DSDE accepts goods/services without reservation.
3. In the case of overlaps and/or contradictions, the individual contractual arrangements between the parties shall have priority over these General Terms and Conditions; within these General Terms and Conditions, the Special Terms and Conditions shall take priority over the General Terms and Conditions set out below.

B. Terms and Conditions

I. General Terms and Conditions

1. Orders/Granting of Orders
1.1 If the commission/order issued by DSDE is not preceded by an offer from the Contractual Partner, the Contractual Partner shall confirm the commission/order in writing within five (5) working days, stating the binding delivery deadline and price; otherwise, DSDE shall no longer be bound by the order. If there is an ongoing business relationship and the Contractual Partner wishes to reject the order, it shall notify DSDE immediately; otherwise, the commission/order shall be deemed accepted. DSDE shall instruct the Contractual Partner accordingly on the placement of commission/orders. Any verbal agreements shall be confirmed in writing.
1.2 Offers submitted to DSDE upon request shall only be binding upon acceptance by DSDE, which shall generally be made in writing. The Contractual Partner shall be bound by its offer for a period of four (4) weeks after receipt by DSDE, unless otherwise agreed. DSDE shall only reimburse costs for offers and samples if this has been agreed in writing in advance.
1.3 Commissions/orders shall be issued by DSDE in writing. Specifications regarding the type of service, quantity or scope, deadline, place of destination, and other conditions shall be binding on the Contractual Partner.

2. Provision of Performance
2.1 For the provision of services and other performance, the deadline stated in the commission/order shall be binding and must be strictly observed. The agreed deadlines shall commence upon receipt of the commission/order by the Contractual Partner. The contractually agreed output shall be delivered or rendered by the deadline specified in the commission/order and, insofar as relevant to the nature of the output to be provided, any results achieved shall be made available to DSDE without restriction.
2.2 The Contractual Partner shall inform DSDE immediately and in writing of any delays relating to the provision of performance as soon as they become known, stating the reasons and the expected duration of the delay. Amendments to agreed deadlines shall only be effective if confirmed by DSDE in writing. In the event of default, DSDE shall be entitled to its statutory rights. In particular, DSDE may, at its discretion, demand performance or compensation for the delay, or—after expiry of a reasonable grace period—withdraw from the contract or claim damages in lieu of performance. If the delay affects only part of the output, these rights shall apply to the entire service if DSDE has no interest in partial performance. The Contractual Partner shall be fully liable for all damages incurred by DSDE as a result of delays for which the Contractual Partner is responsible.
2.3 If DSDE is unable to accept the output on the agreed date, it shall inform the Contractual Partner accordingly without undue delay. The deadline for performance shall be extended by the duration of DSDE’s delay in acceptance. In addition, DSDE shall be entitled to postpone agreed deadlines within reasonable limits if, after conclusion of the contract, unforeseen interruptions of its operations occur due to force majeure (e.g. natural disasters, epidemics, war, uprising, or their consequences), strikes, or shortages of raw materials. If such interruptions are not merely temporary, or if more than two (2) months have elapsed since the original deadline for performance, each party shall be entitled to withdraw from the contract.
2.4 The Contractual Partner may only invoke missing documents to be supplied by DSDE as a reason for delay if it has sent a written reminder requesting the documents and has not received them within a reasonable period of time.

3. Prices/Terms and Conditions of Payment
3.1 Unless otherwise agreed in an individual agreement, payment shall be made within twenty-one (21) days of receipt of the invoice with a discount of three percent (3%), or within sixty (60) days of receipt of the invoice without deduction. The date of DSDE’s receipt stamp shall be decisive. A price stated by the Contractual Partner as binding shall be deemed a fixed price and may not be unilaterally increased at a later date. Advance payments agreed in exceptional cases shall be made upon submission of specifications and price schedules; where applicable, progress may be monitored by DSDE personnel at the Contractual Partner’s premises. DSDE reserves the right to make advance payments only after receipt of a corresponding bank guarantee or comparable security from the Contractual Partner.
3.2 Invoices may be issued at the earliest upon provision of the services or delivery of the goods and shall state the relevant order number. Partial invoices are not permitted unless otherwise agreed in writing.
3.3 All prices are deemed free delivery, including packaging and insurance. Prices include remuneration for installation and assembly, training, instructions, circuit diagrams, and license fees for software and industrial property rights. Statutory value-added tax shall be shown separately. Interest for late payment is excluded.
3.4 Payment shall be subject to the conditions set out in the commission/order. In the event of late receipt of an invoice, payment periods shall commence at the earliest upon receipt of the invoice, provided that the goods have been delivered or the services rendered in accordance with the contract. Payment and the timing of payment shall not affect DSDE’s guarantee rights.
3.5 Any payment shall not constitute recognition of contractual terms imposed unilaterally on DSDE after, or in deviation from, the commission/order.
3.6 Payment fully compensates the performance provided by the Contractual Partner. Additional costs (e.g. travel expenses, ancillary costs) shall only be reimbursed upon prior written approval by DSDE and submission of the corresponding original receipts.

4. Change Request
DSDE may request changes to the scope of performance, in particular with respect to agreed services or output, methods, and deadlines, even after conclusion of the contract. In such case, the Contractual Partner shall inform DSDE in writing within ten (10) working days whether the requested change is feasible and of its effects on the contract, in particular with regard to timelines, remuneration, and cooperation obligations. If no notice is given within this period, the requested change shall be deemed feasible without impact on prices or deadlines. DSDE shall inform the Contractual Partner of this consequence when issuing the change request.
The parties shall seek an amicable agreement on the consequences. Failing such agreement, performance shall continue in accordance with the originally agreed conditions.

5. Confidentiality
5.1 All documents, data, and information provided by DSDE to the Contractual Partner, as well as all knowledge obtained by the Contractual Partner regarding DSDE’s products, customers, and business activities, shall remain the property of DSDE, shall be treated as confidential, and shall not be disclosed to third parties other than for the purposes agreed in the individual contract. The Contractual Partner shall store contractual materials and technical documentation with due care to prevent misuse. Upon completion of an order, or if an order is not placed, all such materials, including copies, shall be returned to DSDE free of charge without request. No right of retention exists.
5.2 The Contractual Partner shall be liable for all damages incurred by DSDE resulting from a breach of these obligations by the Contractual Partner, its employees, or its suppliers.

6. Data Protection
Where personal data are processed in connection with a commission/order, each party shall comply with all applicable data protection laws and ensure that individuals involved in the processing of personal data are subject to confidentiality obligations or statutory duties of confidentiality. Where required under applicable law, the parties shall enter into additional written agreements, such as processing agreements or joint-controller agreements.

7. Guarantee
7.1 The Contractual Partner guarantees that, upon transfer of risk or acceptance, the goods and works or services shall be free from material and legal defects. The statutory definition of defects shall apply.
7.2 DSDE’s rights in the event of defects also extend to parts of the goods or works or services supplied by subcontractors.
7.3 The Contractual Partner guarantees that the services, works, and goods comply with all applicable legal requirements and do not infringe third-party

rights.
7.4 The Contractual Partner guarantees that the contractual goods and works or services are free from industrial property rights, copyrights, and other third-party rights that could restrict or prevent their use.
7.5 The guarantee period shall be thirty-six (36) months from delivery or service provision, unless the Contractual Partner has agreed to a longer guarantee period, in which case such longer period shall apply.
7.6 In the event of defects, DSDE may require subsequent performance by repair or replacement. After expiry of a reasonable grace period, DSDE may withdraw from the contract, reduce remuneration, and/or claim damages or reimbursement of expenses.
7.7 If subsequent performance fails or is unreasonable due to urgency or risk of substantial damage, DSDE may remedy the defects itself or through third parties at the Contractual Partner's expense or procure substitute performance.
7.8 Replacement deliveries shall trigger a new guarantee period. In the case of repairs, the limitation period shall be suspended for the duration of the repair.
7.9 Where the Contractual Partner is responsible for product damage, it shall indemnify DSDE against third-party claims within its sphere of responsibility.
7.10 The Contractual Partner shall reimburse any expenses incurred in connection with recall campaigns. Where possible, DSDE shall inform the Contractual Partner in advance and allow it to comment.

8. Liability
8.1 The Contractual Partner shall be liable for all damages caused by intent or negligence. Upon request by DSDE, the Contractual Partner shall provide evidence that it holds a liability insurance policy covering personal injury, property damage, and financial losses in an appropriate amount.
8.2 The Contractual Partner shall be liable for the fulfilment of all guarantees given. If the Contractual Partner fails to comply with the agreed guarantees, it shall be liable for all resulting damages or losses incurred by DSDE. This liability shall apply irrespective of whether the failure is caused by negligence or intent, unless otherwise provided by mandatory law.
8.3 If a third party successfully asserts a claim against DSDE due to a material or legal defect in the services, orders, or works of the Contractual Partner, the Contractual Partner shall indemnify DSDE against such claims. DSDE shall not enter into any agreements with the third party or conclude any settlement without the consent of the Contractual Partner. The indemnification obligation shall also extend to all expenses necessarily incurred as a result of or in connection with the third-party claim.

9. Liability for Infringement of Intellectual Property Rights
9.1 The Contractual Partner shall indemnify DSDE against all third-party claims arising from the infringement of industrial property rights. DSDE shall coordinate its defense against such claims with the Contractual Partner.
9.2 The Contractual Partner shall inform DSDE immediately and in writing if claims are asserted against it in connection with contractual goods or works or services due to an alleged infringement of industrial property rights.

10. Artificial Intelligence (AI)
Where works or services fall within the scope of applicable Artificial Intelligence ("AI") laws, the Contractual Partner shall comply with all relevant legal requirements. The Contractual Partner shall not use DSDE data or performance results for the training, improvement, or refinement of its AI models or third-party AI models unless expressly agreed in writing.

11. Assignment/Set-off/Subcontractors
The assignment of claims to third parties and the use of subcontractors shall require the prior consent of DSDE. The Contractual Partner shall ensure that any assignee or subcontractor is aware of and accepts these General Terms and Conditions. DSDE shall be entitled to set off its claims against payment claims of the Contractual Partner or to exercise a right of retention in respect of such claims.

12. Termination/Withdrawal
DSDE may withdraw from contracts at any time. The legal consequences are governed by § 346 of the German Civil Code (BGB). Framework agreements and other continuing obligations may be terminated by DSDE at any time by giving one (1) month's written notice to the Contractual Partner. Goods and works or services delivered or rendered up to the effective date of termination shall be remunerated in accordance with the contractually agreed terms, subject to submission of the relevant supporting documentation.

13. Withdrawal in case of Insolvency
If insolvency proceedings are initiated against the assets of the Contractual Partner, or if an application for the opening of insolvency proceedings is filed, the Contractual Partner shall inform DSDE immediately. In such cases, DSDE shall be entitled to withdraw from or terminate the contract without notice.

14. Counterfeit Notification
The Contractual Partner shall notify DSDE immediately, and in any event within twenty-four (24) hours, at QC_complaints_eu@daiichisankyo.com of any known incident or suspicion of counterfeit products, theft, diversion, or adulteration of DSDE products and shall provide support in any investigation requested by DSDE. Counterfeit medicines are medicines that do not comply with intellectual property rights or infringe trademark law.

15. Sustainability
The Contractual Partner shall comply with all applicable laws, regulations, and DSDE policies relating to sustainability. DSDE reserves the right to request evidence of compliance and to take appropriate measures in the event of violations.

II. Special Terms and Conditions for the Purchase of Goods

The supplementary provisions in the Special Terms and Conditions apply in addition to the General Terms and Conditions.

1. Transfer of Risk
1.1 Performance and price risk shall pass to DSDE only upon acceptance of the delivery at the place of delivery, unless otherwise specified by the agreed Incoterms®, even if, in individual cases, dispatch at the expense of DSDE is agreed or DSDE takes out transport insurance itself. Unless otherwise specified in the contract, DAP (Delivered At Place) in accordance with Incoterms® 2020 shall apply.
1.2 The Contractual Partner shall provide DSDE, upon delivery, with all necessary product information, safety information, assembly instructions, occupational safety measures, and operating and consumption information.

2. Shipment/Packaging/Insurance/Custom Regulations
2.1 In the case of deliveries of hazardous goods, all applicable regulations shall be observed and complied with by the Contractual Partner up to the place of destination.
2.2 The Contractual Partner shall be responsible for proper packaging of the delivery and shall be obliged to take back and dispose of the packaging material at its own expense.
2.3 Orders shall be delivered free to the place of destination, including a delivery note and packing slip, by the specified deadline, unless otherwise provided by the agreed Incoterms®. The Contractual Partner shall provide all necessary information for proper import and submit the corresponding documents, preferably in advance, but no later than at the time of delivery. All shipping documents, including delivery notes, shall state the order number, order date, subject matter of the delivery, delivery quantity, delivery address, shipping address, and, where applicable, any delivery address specified by DSDE. Where the order relates to technical equipment or machinery, the delivery note shall state the relevant equipment type and the manufacturer's or serial number. All delivery notes shall be provided in a single copy.
2.4 Supplied machines, devices, and other equipment must comply with applicable accident prevention regulations for the chemical industry, VDE guidelines, the requirements of technical supervisory authorities, EU regulations, environmental legislation, and safety regulations for technical equipment.
2.5 Where deliveries or services are provided before the agreed deadline, the payment deadline shall be the same as if delivery had occurred on the agreed date. In such cases, DSDE reserves the right to charge the Contractual Partner for any costs arising from early acceptance (e.g. storage costs). During shipment, all applicable rail, maritime, and air freight regulations shall be observed and, in the case of road transport, the CMR Convention.
2.6 Unless DSDE specifies a particular method of shipment, the Contractual Partner shall select the method most favorable to DSDE. If the Contractual Partner is in default, it shall be obliged to provide subsequent performance by express shipment (e.g. courier, express parcel, air freight) at its own expense.
2.7 The Contractual Partner shall bear the costs of shipment insurance unless otherwise specified by the agreed Incoterms®.
2.8 If the Contractual Partner or its sub-suppliers fail to comply with the foregoing provisions, DSDE shall be entitled, without prejudice to any other rights, to refuse acceptance of the goods.

3. Inspection and Complaint Obligation
3.1 DSDE shall inspect delivered goods for obvious defects that can be readily identified and shall notify the Contractual Partner thereof within two (2) weeks. Defects that become apparent only later (hidden defects) shall be notified within two (2) weeks after discovery, and in any event prior to expiry of any shelf life. In the case of goods that are normally kept in their

packaging until use, defects that become apparent only upon removal from the packaging shall be deemed hidden defects. All remaining provisions of § 377 of the German Commercial Code (HGB) are hereby waived by the parties.
3.2 DSDE may refuse acceptance of defective goods. Any additional costs incurred for inspection and return of defective goods shall be borne by the Contractual Partner.

4. Additional or reduced Delivery
The Contractual Partner shall not be entitled to make additional or reduced deliveries. Should quantity deviations nevertheless occur, additional deliveries shall not be remunerated. In the event of reduced delivery, DSDE may refuse acceptance as partial delivery, demand delivery of the missing quantity, or reduce the purchase price accordingly. Partial deliveries made shall not constitute independent transactions.

5. Reservation of Ownership
Any reservation of ownership asserted by the Contractual Partner shall be invalid. The Contractual Partner shall deliver only goods that are its exclusive property and free from third-party rights. If a third party asserts claims to such goods, DSDE shall notify the Contractual Partner accordingly, and the Contractual Partner shall indemnify DSDE against such claims.

6. Additional Terms and Conditions for Purchase of Goods from outside European Union (EU) Territory
6.1 The Contractual Partner shall be responsible for compliance with all applicable import and export regulations. This includes, without limitation, export control, customs, and sanctions regulations of the European Union, Germany, and, where applicable, Japan and the United States of America, as well as regulations of other relevant jurisdictions. The Contractual Partner shall immediately provide DSDE with all customs data and information required for export control and customs classification and assessment at customs_eu@daiichisankyo.com. The Contractual Partner shall be liable for any inaccurate or incomplete information provided.
6.2 For all purchases, the Contractual Partner shall issue a commercial invoice. For free-of-charge shipments or toll manufacturing arrangements, a pro forma invoice for customs purposes shall be issued stating the fair market value of the goods. All invoices, whether commercial or pro forma, shall be submitted to DSDE for review and approval prior to shipment at customs_eu@daiichisankyo.com.

III. Special Terms and Conditions for the Purchase of Works and other Services

The supplementary provisions in the Special Terms and Conditions apply in addition to the General Terms and Conditions.

1. Execution of Services
The Contractual Partner shall provide the services in accordance with the agreement and in compliance with the principles of proper professional conduct, taking into account the generally recognized state of science and technology at the time of conclusion of the contract.

2. Work Results/Acceptance
2.1 The Contractual Partner shall notify DSDE immediately upon completion of the work results. In coordination with DSDE, an acceptance date shall be agreed, and the Contractual Partner shall be informed accordingly. Unless otherwise agreed in the order, a formal acceptance inspection shall take place in all cases, documented by an inspection report signed by DSDE and the Contractual Partner.
2.2 Any reservations of acceptance due to known defects shall be made in writing. If the work results fail the acceptance inspection, the inspection shall be repeated within a reasonable grace period, generally within the subsequent thirty (30) days. If acceptance cannot be completed within a reasonable grace period, DSDE shall be entitled to withdraw from the contract or to claim damages for non-performance.
2.3 Use, commissioning, or partial or full payment of works and other services shall not constitute approval or tacit acceptance, provided that such use or payment occurs without knowledge of defects or subject to a reservation of guarantee rights.
2.4 Transfer of risk to DSDE shall occur upon successful acceptance, unless otherwise specified by the agreed Incoterms®.
2.5 There shall be no obligation to make instalment payments unless the Contractual Partner provides a performance guarantee. Instalment payments shall be made subject to reservation of acceptance, even if such reservation is not expressly noted on the delivery or transfer documentation.

3. Rights to Work Results
3.1 To the extent that protectable work results arise within the scope of the commission/order, the Contractual Partner hereby irrevocably grants DSDE all exclusive rights, without limitation in time or territory, as well as transferable rights of use and exploitation, including industrial property rights and rights similar to industrial property rights.
3.2 In particular, DSDE shall be entitled to reproduce, process, distribute, and otherwise use or exploit the work results in any known manner. DSDE shall have the exclusive, unlimited right in terms of time and place: a) to reproduce the work results on all known data carriers and storage media and to use them in networks; b) to modify, process, and translate the work results; c) to sell and grant non-exclusive or exclusive sub-licenses for the work results and any modified versions thereof pursuant to item (b); d) to present and transmit the work results to third parties, including by remote or wireless means, and to make them accessible online or via the internet; and e) to use any new process technologies, development tools, libraries, and software components created by the Contractual Partner within the framework of the individual contract.
3.3 The Contractual Partner shall obtain all necessary legal permissions for the transfer of the above-mentioned rights and shall provide evidence thereof upon request by DSDE. The Contractual Partner shall ensure that rights pursuant to §§ 12, 13, and 25 of the German Copyright Act (UrhG) are not asserted.
3.4 The Contractual Partner waives the right to be named as author and shall obtain corresponding waiver declarations from its employees and any third parties engaged.

4. Work Performed on DSDE Business Premises
Where works or services are performed, whether temporarily or permanently, on DSDE’s premises, the Contractual Partner shall retain exclusive authority to instruct its employees. Such employees shall not be integrated into DSDE’s operations. They shall be subject only to DSDE’s house rules and general safety regulations or, where applicable, to specific occupational safety instructions issued verbally or in writing by DSDE management.

C. Miscellaneous Provisions

1. No Publicity/Headings
1.1 The Contractual Partner and/or its affiliated companies undertake not to use the names, trademarks, logos, or other distinctive signs (“Identifying Information”) of DSDE or its affiliated companies in any statement, public announcement, advertising, press release, or other disclosure of the business relationship with DSDE without DSDE’s prior written consent.
1.2 Headings in these terms and conditions are for convenience only and shall not affect the interpretation of the provisions.

2. Choice of Law/Place of Fulfilment/Place of Jurisdiction
2.1 Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. Amendments or additions to the contractual content shall be valid only if confirmed by DSDE in writing.
2.2 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2.3 The place of fulfilment shall be the place specified by DSDE in the commission/order, subject to § 269 of the German Civil Code (BGB); for deliveries, the place of destination shall apply. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Munich, Germany.