

GENERAL TERMS AND CONDITIONS OF PURCHASE OF NOVARTIS PHARMA SAS

PREAMBLE

The present general conditions of purchase (hereinafter referred to as "GTCP") apply to all purchase orders (hereinafter referred to as the "Order") for the purpose of acquiring goods or services (hereinafter referred to as the "Supply(ies)"). The material form of an Order is a document issued by Novartis Pharma SAS (hereinafter referred to as the "Client"), on a non-exclusive basis, to the supplier and/or service provider (hereinafter referred to as the "Supplier") (individually referred to as a "Party" and together the "Parties"). The GTCP shall prevail over the general terms and conditions and provisions contained in any invoices or other documents of the Supplier, provided that no mandatory legal requirement prevents it. The GTCP could only be derogated from by special conditions stipulated in the Order. This derogation shall only apply to this particular Order, without the Supplier being able to rely on it for other Orders.

1 - ORDERS

Any offer or quotation is made for free by the Supplier, unless otherwise agreed by the parties. The content of the Supplier's offer or quotation do not bind the Client until the latter has expressly accepted it in writing or by sending an order form.

The Supplier undertakes to inform the Client in writing of any information necessary for the Client to comply with import regulations, and in particular the REACH registration number where appropriate.

The Client may request the Supplier in writing to make modifications to the Supplies initially ordered. The Supplier shall inform the Client, at the latest within seven days from the Client's request, of any new deadlines for delivery and in general of any other impact directly related to this change.

The Order is concluded for the fixed duration of the Supply indicated on the Order. It takes effect on the date of acceptance of the Order or at the latest at the beginning of performance of the Supply.

2 - FINANCIAL CONDITIONS

2.1. Unless otherwise indicated in the Order, prices are firm and may not be increased. The prices are "packaging included". In this regard, it is expressly agreed by the Parties that the Supplies must be properly and sufficiently packaged by the Supplier who will be responsible for breakage, loss or damage resulting from inadequate packaging.

2.2. Orders will be invoiced in compliance with article L. 441-9 of the French Commercial Code and shall include the references of the Order, specifications, and of the delivery note.

2.3. Unless otherwise provided by a statutory mandatory provision or a shorter deadline is agreed between the Parties, payment shall be made by bank transfer issued by the Client sixty (60) days net from the date the invoice is issued.

The payment of the invoice by the Client does not imply that the Supplies have been received nor the guarantee waived.

2.4. The Supplier may apply penalties in the event of non-justified late payment, from the first day of lateness, as well as 40 euros lump-sum compensation to cover the Supplier's recovery fees. The rate of interest applicable to lateness penalties is limited to three (3) times the legal rate of interest as stated in Article L. 441-10 of the French Commercial Code.

2.5. Unless otherwise specified in the Order, the Supplier undertakes to deliver DDP (INCOTERM version ICC 2010), and to choose the transporter. Transport, insurance and delivery are at the Supplier's responsibility and expense, it being specified that the cost of transport, associated insurance and delivery is included in the total price ex tax stated on the Order.

2.6. Upon Novartis request, within thirty (30) calendar days, Supplier shall establish a supplier account on the electronic tool specified for this purpose by Novartis through which Supplier shall receive orders from Novartis, issue the corresponding invoices as well as any other relevant documents as appropriate. Once such a supplier account has been created, any invoice must be sent to Novartis electronically via this method. Novartis reserves the right to refuse any invoice that is not sent electronically through this channel, provided that it has informed and enabled the Supplier to return its invoice electronically through this tool.

3- RECEIPT OF THE SUPPLIES

3.1. DELIVERY DATE. The delivery times stated in the Order are mandatory. The Client must be notified of any delay and he reserves the right to cancel the Order, in whole or in part, if the deadlines are not met. Only Supplies admitted in quality and quantity by the Client can be invoiced for. If not otherwise specified on the Order, the lateness penalty applied will be 1% of the amount of the Order ex tax per calendar day of delay. After the Supplier has been able to check the reality of the related grievance, the penalties are deducted from the amounts ex tax due by the Client under the Order and may not in any circumstances be considered as a fixed-sum reparation for any damage suffered by the Client.

3.2. PACKAGING. The goods will be packed in accordance with the regulations in force and under the responsibility of the supplier. The packaging will provide sufficient protection against mechanical damage during transport and storage. The Packaging is at the Supplier's

3.3. TRANSPORT. If the terms of transport are not stated in the Order, the transport shall be carried out in accordance with the conditions stated in Article 2.5.

3.4. SUPPLY OF HAZARDOUS MATERIALS. For any supplies considered as hazardous under national or international regulations, the Supplier must imperatively, on his own initiative, provide the Client with a certificate of the regulatory model, enabling to classify the said supply in the adequate nomenclature.

3.5. REFUSAL. The performance of the Order in accordance with all the Client's prerequisites constitutes an absolute obligation on the Supplier (obligation of result). As a professional in his branch of activity, the Supplier shall propose Supplies to the Client that meet the needs defined by the latter and by informing him in writing of any anomalies, non-compliance, hazard or other problem of which he may become aware.

No Supply will be considered accepted until it has been checked by the Client or someone appointed by the Client, for compliance with the terms and specifications of the Order and with current standards.

Supplies that do not comply with the Order may be refused within thirty (30) days following the discovery of the non-conformity. Refused Supplies shall be taken back by the Supplier at his own expense and risk, within eight (8) days of the Client's notice of refusal. After that deadline, the Supplies will be returned to the Supplier at his expense and risk.

The Supplier shall remove from all the goods refused, returned or not purchased by the Client, the Client's name and trademarks, logos, decorative designs and any distinctive signs of the Client, before any other sale, use or provision of these goods by the Supplier.

3.6 If there are reservations stated on the document of receipt, the Supplier shall carry out the work necessary to remedy these reservations within the deadline stated by the Client.

3.7. The Supplier and the Client expressly agree to exclude the provisions of the article 1195 of the French Civil Code.

4 - TRANSFER OF OWNERSHIP

4.1. The transfer of risks takes place at the time of receipt. The transfer of ownership takes place on delivery regarding products, or as they are performed regarding services subject to the acceptance of the Supplies by the Client. Supplies refused by the Client become the property of the Supplier again who must take possession of them at his own expense and risk.

4.2. Any clause of retention of ownership stated by the Supplier is null and void.

5 - GUARANTEES

5.1. For a period of twenty-four (24) months from receipt, the Supplier guarantees that the Supplies delivered shall be in good condition and functioning properly and free from defaults and/or defects, and fit for use and for the intended purpose. During this guarantee period, the Supplier, independently of his legal guarantee obligations, is required to take all necessary decisions and remedy all disorders and ensure that the functioning and the

performance of the Supplies remain in conformity with the state in which they were at the time of receipt, or after any imperfections found on reception have been corrected. Any expenses or charges incurred in implementing this guarantee shall be borne by the Supplier. If the Supplier defaults on the guarantee, the Client reserves the right, if the situation has not been remedied within thirty (30) days after formal notice, to carry out repair work on the faulty Supplies or to have it carried out by a third party of his choice, and to do this at the expense and risk of the Supplier in default, without prejudice to damages.

5.2. In the event of a claim from a third party likely to lead to the dispossession of the Client's rights, the Supplier undertakes to bear all the direct and indirect financial consequences resulting therefrom for the Client as well as the court costs, lawyers' and experts' fees. This is without prejudice to compensation for all direct and indirect consequences, caused by the proceedings and their results.

5.3. The Supplier will take out appropriate insurance to cover his obligations or the obligations laid on him under the provisions of this article.

6 - ON-SITE SERVICES

6.1. The Supplier's staff carry out its activity under the full responsibility of the Supplier. The Supplier retains at all times a power of direction, of organization and a duty of supervision on its staff, and keeps the control of the performance of the work carried out by its personnel. Insofar as the Supplier's staff would have to intervene on the Client's premises, the Supplier must send to the Client, the full names, and assignments of the persons for whom he requests access to the premises, at least five working days before the beginning of the provision of the services. The Supplier ensures on-site team supervision and shall ensure that its staff complies with the disciplinary rules stated in the safety instructions and/or as the case may be in the prevention plan. The Client reserves the right to demand the immediate departure of any person who does not comply with these rules.

6.2. In case of provision of services, the Supplier confirms that the services will be provided by employees regularly employed in compliance with the laws and regulations in force, and undertakes to provide each semester in case of prolonged commercial relationship, the documents required by the regulations in force.

6.3. For some on-site services and under the conditions defined by the Client, the Supplier may be required, in order to be able to fulfil the Order, to use the Client's computing tools (equipment, software etc.). The Supplier undertakes to use the Client's equipment, computer facilities and networks only for the purpose of executing the Order in accordance with the hardware manufacturers' or software publishers' recommendations along with the Client's recommendations for security and safety. The Supplier undertakes to take the necessary measures to avoid adversely affecting the Client's applications or data of any kind within the Client's IT environment when carrying out the Order. If the Client's data is lost or destroyed by the Supplier, the latter undertakes to restore the lost or destroyed data to its initial state at his own cost, without prejudice to any damages that might be claimed by the Client.

7 - INTELLECTUAL PROPERTY

7.1. The Order price includes the transfer to the Client, on an exclusive basis, of the Supplier's intellectual property rights over the Supply, as the Supply is progressing, in all countries and throughout the statutory period of protection for these intellectual property rights. The author's economic rights include the right to reproduce, represent, adapt, use, translate, publish and sell for free or for a consideration to third parties, on any medium whatsoever, and by all means of broadcasting and communication, current or future, known or unknown. The Supplier's services will become the Client's property who may use them both for advertising and for internal and external communication. The Supplier guarantees the Client that his Supplies are free from any third party rights. He will be held liable by the Client for any third party claims including any associated damages.

7.2. The Supplier undertakes not to quote, use, or mention any mark or logo belonging to Novartis or to refer to the services performed, on any brochure, advertising document, list of references, etc., whether through the media or the press, without the express prior written consent of Novartis. Any item covered by an intellectual or industrial property right, which would be provided by the Client to the Supplier as part of the service, will remain Novartis Group's

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property if provided by the latter, and may be used by the Supplier only for the performance of its obligations.

7.3. The Supplier fully guarantees the Client against any complaint, legal action or claim for damages, issued by a third party following the use of supplies leading to exercise of intellectual property rights belonging to third parties.

7.4. The Supplier will personally make sure to obtain the assignment on behalf of the Client of all exploitation rights (including reproduction rights, adaptation, representation, translation, publication and assignment for free or for a consideration to third parties, etc.), which possession by the Client is necessary to use the Supplies, it being specified that these rights must have an exclusive character in the field of the pharmaceutical industry if any.

8 - CONFIDENTIALITY AND OBSERVING THE DATA PROTECTION LAWS

8.1. The Supplier undertakes to keep technical, technological and commercial matters strictly confidential as well as documents and verbal information to which he is given access to perform the Order. The Supplier shall also ensure that any agents or subcontractors comply with this clause.

8.2. Whenever the Supplier, while performing the services, processes personal data in the name and on behalf of Novartis, it undertakes to comply with applicable regulations regarding personal data protection for its files and the treatments for which it is responsible, and shall strictly comply with the provisions of Novartis relating to the personal data protection set out in the appendix.

8.3. The Supplier shall not transfer personal data from the European Union or Switzerland without the prior written consent of the Client. In any case, the Supplier shall comply with all the rules applicable to such a transfer and in particular use the standard European Union contract clauses in all contracts concerning and/or relating to the transfer of such data outside the European Union and/or Switzerland (or implement any alternative solution accepted by the Client).

9 - LIABILITY - INSURANCE

9.1. The Supplier will be held liable for any direct or indirect personal injury or material or immaterial damage under the conditions of ordinary law and will indemnify the aggrieved Party.

9.2. The Supplier will take out and maintain in force the necessary insurance to cover his liability.

10 - FORCE MAJEURE

Neither the Client nor the Supplier may be held liable for any loss or damage caused by the delay in performance or non-performance of any of their obligations, where such non-performance was caused by the occurrence of an event of force majeure within the meaning of Article 1218 of the French Civil Code. In the event that such an event occurs, the Client may cancel or suspend the Order whose performance is prevented, without being liable for any loss or damage arising therefrom.

11 - REVERSIBILITY

11.1. At the end of the Order for any reason whatsoever, the Supplier undertakes to implement the necessary means to ensure that the Orders taken back by the Client or another supplier, under conditions guaranteeing the continuity of the Supply.

11.2. The exact terms and conditions of reversibility will be determined by the Parties when the Client decides to implement reversibility.

12 - INTUITU PERSONAE, TRANSFER, SUBCONTRACTING

The Orders may not be totally or partially performed by the Supplier's transferees or subcontractors without the Client's prior written consent. In any case, the Supplier remains liable for the proper performance of the Order. If the Supplier's legal situation changes, the Supplier undertakes to inform the Client of this in advance in a registered delivery letter with acknowledgement of receipt. The client reserves the option of terminating

pending Orders as of right.

The Client may transfer the Order to any third party at any time. He will then inform the Supplier by registered delivery letter with acknowledgement of receipt.

The Supplier undertakes to inform the Client in the event of a change of majority in the Supplier's share capital, and in a general manner any operation likely to result in a change of control of the Supplier within the meaning of Article L. 233- 3 of the French Commercial Code.

13 - MODIFICATIONS - CANCELLATION - TERMINATION

13.1. The Client may modify or cancel all or a part of the Order within fifteen (15) working days following the issuance of the Order. The Client will be liable only for expenses reasonably incurred by the Supplier at the date of the modifications or cancellation and which are not recoverable by the latter, and upon presentation of evidence by the Supplier.

13.2. Failure by the Supplier to comply with any of the requirements entitles the Client to totally or partially terminate the Order, if the Supplier has not remedied the situation within eight (8) days of receiving written notification sent by registered delivery letter with acknowledgement of receipt, without prejudice to any damages, which the Client may claim.