



GENERAL TERMS AND CONDITIONS

1. The Purpose

These conditions cover all purchase orders regarding goods, services and investment projects (collectively referred to as "Products") made by Takeda (the Buyer), unless otherwise stated in the specific Agreement between the parties or the order from the Buyer.

An Agreement between the Buyer and the Supplier (the Agreement) will consist of these general conditions of purchase and/or a specific Agreement. In the event of conflict between provisions of these documents, the documents shall rank in the order set out in the specific Agreement. If nothing is said, special provisions in the specific Agreement or order from Buyer shall prevail.

If there are any conflicts between the Buyer's and the Supplier's General Terms and Conditions, the Buyer's General Terms and Conditions will apply and may only be disregarded if a written Agreement signed by both parties states otherwise.

2. Order Confirmation

No later than 14 days after receipt of the order the Supplier must forward a written order confirmation to the Buyer if requested to do so. The agreed delivery date is considered binding when the Buyer has received the Supplier's order confirmation. Until this moment the Buyer may withdraw the order at no cost or penalty for the Buyer.

The order confirmation shall be in local language or English and shall as a minimum contain information about quantity, price, time of delivery, the Buyer's order number, currency, place of destination, ordering department / person and the Buyer's description of Product and article number.

To the extent of any differences between the order and order confirmation, the Buyer's order finally establishes the contractual obligations between the parties.

3. Environment and Ethics

The Supplier shall produce the Products in accordance with all relevant legal environmental requirements and recommendations. The Buyer intends to prioritise suppliers that have a declared environmental policy and management system, including suppliers who minimise any damaging effects on the environment and optimise the use of resources.

The Supplier is obliged to produce the Products in accordance with the conventions and recommendations of the United Nations. This includes, but is not limited to, labour, human rights, environment and anti-corruption. If Supplier activities are deemed by the Buyer to have a negative impact on the Buyer's reputation or goodwill, the Buyer shall have the right to terminate the Agreement immediately at written notice stating the reason for such termination.

4. Price

All prices for the Product are fixed and stated in local currency or EUR, unless another currency has been agreed in writing. The Buyer will only reimburse cost that has been agreed in writing prior to the purchase order.

5. Payment and Invoicing

Terms of payment are minimum 45 days net from receipt of invoice. Payment is subject to complete delivery without any defects. Timely payment is conditional upon receipt of an invoice in either local language or English. The invoice shall contain at least the same information as the order confirmation (cf. clause 2 above "Order confirmation") as well as pertinent purchase order number and Buyer reference (email address). Furthermore the invoice shall contain explicit information about: VAT, all taxes/duties, packaging, delivery cost, installation, documentation, initialization, testing, approvals, certificates etc.

The invoice shall include the price for the Products excluding VAT and duty according to applicable VAT regulations. The Supplier's invoice shall state the customs and excise authority's standard number for imported products. The Buyer reserves the right to demand reimbursement for customs and excise duties from the Supplier.

6. Delivery

If the Products are delivered from outside the European Union, the Supplier shall deliver the Products DDP (delivery duty paid – Incoterms 2010); and if the Products are delivered within the European Union or from within the Buyer's country, the Supplier shall deliver the Products DDU (delivery duty un-paid – Incoterms 2010) any address nominated by the Buyer.

The Products shall be delivered at the time and place stated in the purchase order. Each delivery to the Buyer shall include a delivery note in local language or English stating the name of the Buyer's department or employee



ordering the Product, the volume delivered and the material number.

The Supplier is not entitled to effect delivery before the stated delivery time or to make partial deliveries unless agreed in advance in writing with the Buyer.

If it is agreed that the Supplier shall carry out installation work or that performance testing shall be carried out in connection with delivery, the Product will not be deemed to be delivered until such performance testing is finalized and Buyer has approved the installation in writing.

7. Packaging and Labelling

The Supplier is obliged to provide reasonable and customary packaging of the Product to ensure that no defects occur to the Product before, during or after transit. The Supplier may claim a deposit for returnable packaging, provided that the Supplier gives credit in full on return of the packaging at the Supplier's cost and risk. The Supplier is obliged to arrange for appropriate and environmentally friendly packaging.

8. Delays

If the Supplier can foresee or should have foreseen that there is a probability that the delivery of the Products or part thereof will be delayed, the Supplier shall forthwith notify the Buyer accordingly stating the reason for and expected duration of the delay. Supplier undertakes to make every effort to reduce the delay and to minimise the harmful effects of such delay.

If the Supplier's delivery of the Products – or part thereof – is delayed, the Buyer may at no cost to the Buyer and without this effecting the Buyer's other legal rights cancel this and any subsequent deliveries.

If the Buyer elects to uphold delivery of the Products, the Supplier is obliged to pay a penalty of 0,5% of the order value excluding tax per commenced calendar day, but minimum EUR 200, that the Product are delayed. The penalty may be up to a maximum of 15% of the order value excluding tax. This penalty does not affect the Buyer's other legal rights with regard to breach of contract and claims of damages.

9. Warranties

The Supplier warrants that the Product in all respects meet and comply with the specifications stated in the Buyer's order or the Agreement. If the Suppliers Product do not comply with Buyer specifications and cannot meet the Buyers performance data, the Buyer may at his own option (I) grant the Supplier

more time to complete the delivered Product (II) carry out by third party the necessary changes / replacements for the Supplier expense (III) cancel the order in question without liability. There shall not be any changes in Product specifications without the Buyer's prior written acceptance. Any deviations from the Buyer's order, including quantity deviations, shall be notified to the Buyer in writing and any deviation is subject to the Buyer's acceptance before delivery. The Supplier warrants that the Products are in accordance with the at all times applicable legal requirements and recommendations locally and in the European Union and as from the time of delivery are free from any liens or encumbrances. The Supplier warrants for an indefinite period of time that the delivered Product does not infringe any intellectual property rights of third parties, including without limitations patents, copyright, design rights or similar. The Supplier is obliged to indemnify the Buyer against any claim that any third party makes against the Buyer as a breach of this warranty.

The Supplier warrants that the Product shall be free from any defects (i) for a period from the date of delivery and until 30 months after the date of delivery, or (ii) for a period of 24 months from the date that the Buyer first took the Product into use, whichever is the shorter. The Supplier further warrants, that all major spare parts will be available throughout the normal lifetime of the Product, limited upwards to ten (10) years.

Supplier's warranty and responsibility does not cover defects that are caused by Takeda's inadequate maintenance or incorrect installation or changes or repairs that Takeda has performed incorrectly, nor will Supplier be liable for defects that are caused by normal wear and tear.

10. Breach of Contract

In the case of breach of contract by the Supplier, the Buyer has the availability of all legal remedies for breach of contract. The Buyer may demand damages for breach or negative contract interest. Should the Buyer in case of short delivery choose to require full delivery of the Product, the full delivery shall be executed and finalized within 24 hours. Otherwise, the Supplier is obliged to pay a penalty of 0,5 % of the order value excluding tax per commenced day or part thereof until the defect is remedied. The maximum penalty is 15% of the order sum excluding tax. This penalty does not affect the Buyer's other rights in regard to breach of contract.



11. Liability

The Supplier is responsible for all losses due to breach of contract. Furthermore, the Supplier's liability shall also cover third parties' claims, if a third party has suffered loss of profit, loss of income or other indirect losses. Liability for indirect losses shall in no event exceed EUR 500,000 per order, and any damages may be reduced with the penalty paid according to clause 8 or 10.

This Clause shall not limit the liability of the Supplier in case of fraud, deliberate default or reckless misconduct by the Supplier.

12. Product Liability

The Supplier is liable for damages caused to persons or objects caused by defects in the Product according to the at any time applicable Local law on product liability.

The Supplier is obliged to keep full coverage indemnity insurance, covering liability, including product liability for a minimum of EUR 5 millions. The maximum of the insurance cover shall not limit the Supplier's liability set out herein. On the Buyer's request the Supplier shall document that the above insurance requirements have been met.

13. Installation

Unless specifically agreed, installation work is not part of the Agreement. Where installation work is included, the following conditions apply: Prior to installation, the Supplier shall present to the Buyer a plan in which the Buyer's obligations in connection with the installation work are clearly stated. If the Parties have agreed to a firm price for the installation, this price is deemed to include all expenses and services for such installation, including test trials and commissioning if otherwise not stated in the order.

The installation work shall be carried out in accordance with any regulations, working arrangement and rules as well as safety and control procedures laid down by Buyer.

Supplier is required to take out and pay for insurance for materials and services as well as for any damage caused to any person or property up to the time of delivery. If requested by the Buyer, the Supplier shall undertake to arrange for Buyer to be the beneficiary of such insurance policies.

14. Inspection, Random Audits and Terms of Receipt

The Supplier shall have a quality assurance system appropriate for the Product in question.

Prior to the first delivery of Product the Supplier shall document upon the Buyer's request through test results that the Supplier's production facilities can meet the agreed quality standards and can operate to a satisfactory standard.

Furthermore, the Supplier shall document the quality of the Product, including quality assurance processes etc. at Buyer's request. The Buyer is entitled to inspect the Supplier's premises in order to audit the production systems and the quality assurance at any time. The Supplier is obliged to deliver Products hereunder, which are in accordance with the Buyer's written conditions for receipt within each relevant product group. Any Product not meeting the Buyer's conditions of receipt, require an advance written approval by the Buyer.

The Buyer is entitled to carry out random controls, but such controls (or the lack thereof) shall not affect the Buyer's legal rights for breach of contract under applicable law.

If found that performance of the obligations under the Agreement are at any time defective or insufficient, or not in compliance with legal requirements or recommendations, The Supplier shall immediately undertake to make all necessary improvements. The costs of improvements and implementation of such, as well as the costs for controls to ensure that such improvements are made shall be borne solely by the Supplier.

15. Certificates and Regulations

All valid approvals and certificates relative to the delivery of the Product hereunder shall be made available to the Buyer free of charge. The Supplier is obliged to observe any applicable regulation that relates to the delivery.

16. References

The Supplier is not authorized to make use of the Buyer's name or trademark as a reference for marketing purposes without the Buyer's prior written consent. The Supplier or any subcontractors of the Supplier may not, without the express written consent from the Buyer, issue press releases, publish advertisements or engage in other forms of advertising in connection with the Agreement or any order hereunder.

17. Confidentiality

The Parties undertake to treat in the strictest confidence and to use only in relation to the purpose of the Agreement all technical, scientific and financial information and other



information which reasonably is assumed confidential, including but not limited to all descriptions, recipes, manufacturing instructions and models which such Party has received and will receive, be it in writing, orally, electronically or in any other form from the other Party or on behalf of the other Party ("Confidential Information"). The Parties shall ensure that employees, consultants and any other third parties which may receive such Confidential Information are bound by equivalent terms of confidentiality, and shall ensure to the best possible extent that such terms are complied with.

When requested by the Buyer, the Supplier and any subcontractors of the Supplier shall return any and all information, including Confidential Information, received from Buyer, and shall obliterate and delete any and all physical and electronically stored documents.

The obligations under this clause shall stay in effect for 10 years after termination of the contractual relationship between the Supplier and the Buyer.

18. Returns

The Buyer is entitled to return any products, which have been wrongly delivered by the Supplier or wrongly ordered by the Buyer. The return shall result in a credit note to the Buyer of 100% of the total actual invoiced price including return costs.

19. Severability

If any, of the provisions/clauses of these terms and conditions appears to be invalid or unenforceable according to national or EU legislation, then such invalidity or unenforceability shall not invalidate or render the unenforceability of the entire terms and conditions, but then these terms and conditions shall be construed as if it were not containing the particular invalid or unenforceable clauses or provisions, and the rights and obligations of Supplier and Buyer shall be construed and enforced accordingly.

20. Survival of Obligations

The obligations of the parties under these general conditions that by their nature would continue beyond the termination, cancellation or expiration of the Agreement shall survive termination, cancellation or expiration of the Agreement.

21. Assignment

The Supplier is not allowed to assign or transfer any of its rights or obligations under the contract for delivery of the Product without the Buyer's prior written consent.

If the Supplier suspends payments, goes bankrupt or is subject to any other insolvency procedures the Buyer is entitled to terminate the order for delivery of the Product without notice.

22. Force Majeure

An extraordinary situation outside the control of the Parties shall be considered a force majeure situation if it prevents the fulfilment of the Agreement and the Parties could not reasonably have taken it into consideration at the time of entering into the Agreement or if the consequences of it were not likely. The Party hindered by force majeure must document that such situation exists. The party that wishes to invoke force majeure must inform the other party of this within 3 days of the incident taking place or could be expected to take place.

In cases of force majeure, the Parties' rights and obligations are suspended until the force majeure situation ceases to exist.

If the force majeure situation lasts for more than 30 calendar days, the Party who is not in a force majeure situation may terminate the Agreement with immediate effect.

If the Buyer has not received written notice of a force majeure hindrance within reasonable time after the Supplier was aware of or ought to have been aware of it, the Buyer may claim compensation for any direct and indirect losses which could have been prevented, had the Buyer received written notice in time.

23. Disputes

Any dispute regarding the delivery of the Product and the Agreement including these General Terms and Conditions are governed by the arbitration rules in the capital of the country where the Buyer is located and under the laws of that country. The language of any such arbitration shall be the English language, unless otherwise agreed by the Parties to the arbitration in question.

Zurich, Switzerland, 12 December 2011

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