



GLOBAL PURCHASE ORDER TERMS AND CONDITIONS

Acceptance

Seller's commencement of work on the services or goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order and the express terms contained within these Purchase Order Terms and Conditions (hereinafter referred to as the "order"). Any proposal for additional terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer where such variances are in the terms of the description, quantity, price or delivery schedule of the services or goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained herein.

Termination for Convenience of Buyer

Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination Seller shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work or services performed or goods delivered prior to the notice of termination plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of notice of termination or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Termination for Cause

Buyer may also terminate this order or any part hereof for cause in the event of any default by the Seller or if the Seller fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of goods, products or services which are defective or which do not conform to this order, and failure to provide Buyer, upon request, of reasonably assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Seller, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or revocation or modification of any consent, license or authorisation held by Seller whereby Seller is unable to comply with its obligations under the order then Buyer may, at its option, terminate this order. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.

Proprietary Information, Confidentiality, Advertising

Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this order, unless Seller obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other document prepared by Seller for Buyer in connection with this order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods or services from Seller, nor shall any information relating to the order

be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws.

Warranty

Seller expressly warrants that all goods or services furnished under this order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to samples, inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and beneficiaries of Services and users of goods and products sold by Buyer. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such non-conformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so and for the avoidance of doubt, these conditions shall apply to any goods remedied, repaired, replaced or corrected effective from their date of delivery. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.

Anti-Bribery

The Seller undertakes, warrants and represents that neither the Seller nor its officers, employees, agents or subcontractors has committed, nor will commit, offences under any applicable laws combating bribery and corruption, including the U.S. Foreign Corrupt Practices Act, the Criminal Code of Canada, the Canadian Corruption of Foreign Public Officials Act, any applicable implementing legislation under the OECD Convention Against the Bribery of Foreign Government Officials in International Business Transactions and the U.K. Bribery Act, or similar laws of any applicable jurisdiction; nor has it been notified that it is subject to an investigation relating to an alleged offense or prosecution under any applicable laws combating bribery and corruption; nor is it aware of any circumstances that could give risk to an investigation relating to such an alleged offence.

Seller also undertakes, represents and warrants that it shall agree to furnish goods or services in compliance with all applicable laws combating bribery and corruption, including the U.S. Foreign Corrupt Practices Act, the Criminal Code of Canada, the Canadian Corruption of Foreign Public Officials Act, any applicable implementing legislation under the OECD Convention Against the Bribery of Foreign Government Officials in International Business Transactions and the U.K. Bribery Act, and it shall notify the Buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Seller's obligations under this provision. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Seller's obligations. Any breach of any obligation under this provision by Seller, its officers, employees, agents or subcontractors shall entitle the Buyer to terminate this order with immediate effect and claim any damages resulting from such breach.

Price Warranty

Seller warrants that the prices for the articles or services sold to Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar services or articles in similar quantities. In the event Seller reduces its price for such articles or services during the term of this order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. No increase in the price may be made after the order is placed and the price includes packaging, delivery, unloading, unpacking, etc.

Force Majeure

Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of services under this order at Buyer's request. Causes beyond Buyer's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, epidemic or pandemic and unusually severe weather.

Intellectual Property

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royal ties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. Buyer 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 Seller.

The Seller shall indemnify the Buyer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Buyer as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (a "Seller IPR Claim"), provided that the Seller shall have no such liability if the Buyer does not notify the Seller in writing setting out details of any Seller IPR Claim of which it has notice as soon as reasonably possible; makes any admission of liability or agrees any settlement or compromise of the relevant Seller IPR Claim without the prior written consent of the Seller (which shall not be unreasonably withheld or delayed); does not let the Seller at its request and own expense have the conduct of or settle all negotiations and litigation arising from Seller IPR Claim; or does not, at Seller's request and own expense, give the Seller all reasonable assistance in the circumstances described above.

Insurance

Seller shall maintain all necessary insurance coverage, including Commercial General Liability, Employer's Liability, and Workmen's Compensation Insurance (or similar insurance as required) with reputable insurers insuring the goods (where applicable) for their full replacement value until the risk passes to Buyer and insuring against all other risks that a prudent Seller should consider reasonable. On request, the Seller shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Seller shall on request assign to the Buyer the benefit of such insurance.

Indemnification

To the extent Seller's employees, agents or sub-contractors enter upon Buyer's property or property of its customers or suppliers, in the course of performance of this order, the Seller shall indemnify, defend and hold Buyer harmless from and against any and all damages for injury caused to persons including both Buyer's and Seller's employees, or property by reason of Seller's operations hereunder, other than for such damages caused by the negligence of Buyer, its agents or employees. Further, Seller shall defend, indemnify and hold harmless Buyer 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 of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

Changes

Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly Seller agrees to accept any such changes subject to this paragraph.

Data Privacy

The parties acknowledge and agree that Seller shall not process personal data for and/or on behalf of the Buyer. If and to the extent either party becomes aware that this position will change, it will notify the other party and the parties will negotiate supplementary data processing terms in good faith prior to the Seller processing personal data on behalf of the Buyer.

Without prejudice to the foregoing, Seller shall at all times comply with all applicable data protection and privacy laws. Seller shall notify the Buyer without undue delay from the occurrence of any security incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data via email at privacy@incyte.com.

Inspection/Testing

Payment for the goods delivered or services performed hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and services and to reject any or all of said goods or services which are in Buyer's judgment defective or nonconforming. Goods or services rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping with respect to such goods or may obtain a credit with respect to such rejected services. In the event Buyer receives goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this order shall relieve in any way the Seller from the obligation of testing inspection and quality controls.

Cancellation

The Buyer shall have the right to cancel the order for the goods or for any part of the goods which have not yet been delivered to the Buyer. In relation to any order cancelled or part-cancelled under this provision, the Buyer shall pay for that part of the price which relates to the goods which at the time of cancellation have been manufactured and ready for delivery to the Buyer and the costs of materials which the Seller has purchased to fulfill the order for the goods which cannot be used for other orders or be returned to the Seller's supplier of those materials for a refund.

Risk & Title

Risk in the goods shall pass to the Buyer on delivery subject to inspection and receipt of non-defective or non-conforming goods as stated above. The passing of title shall not prejudice any other of the Buyer's rights and remedies, including its right to reject. The Seller warrants and represents that it has at the time the order is made full, clear and unencumbered title to the goods, and the full, clear and unencumbered right to sell and deliver them to the Buyer; and shall hold such title and right to enable it to ensure that the Buyer shall acquire a valid, unqualified title to the goods and shall enjoy quiet possession of them.

No partnership or agency

Buyer and Seller are independent persons and are not partners, principal and agent or employer and employee and the order does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither Buyer nor Seller shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

Assignments and Subcontracting

No part of this order may be assigned or subcontracted without the prior written approval of Buyer. Notwithstanding the aforementioned, the Seller may perform any of its obligations and exercise any of its rights granted under the order through any affiliate provided that it gives the Buyer prior written notice of such subcontracting or assignment including the identity of the relevant affiliate. The Seller acknowledges and agrees that any act or omission of its affiliate in relation to the Seller's rights or obligations under the order shall be deemed to be an act or omission of the Seller itself.

Setoff

All claims for money due or to become due from Buyer shall be subject to deduction or set off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller. The Seller shall pay all sums that it owes to the Buyer under the order without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

Shipment

If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this order any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.

Waiver

Buyer's failure to insist on performance of any of the terms or condition herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. A waiver of any term, provision, condition or breach of the order shall only be effective if given in writing and then only in the instance and for the purpose for which it is given.

Delivery

Time is of the essence of this order, and if delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right without liability in addition to its other rights and remedies to terminate this order by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.

Limitation of Buyer's Liability - Statute of Limitations

In no event shall Buyer be liable for lost profits or revenues, or for any indirect, incidental, special, consequential or punitive damages of any kind. Buyer's total liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unity thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Severance

If any provision of the order (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability, of any other provision of the order shall not be affected.

Notice

Any notice given by a party under this order shall be in writing and in English and may be sent and deemed received when sent by

hand delivery, or,

a globally recognized overnight courier, or,

U.S. certified mail, postage prepaid, return receipt requested, or if applicable, its foreign equivalent; or email (supplier@incyte.com) provided there is a proof of read receipt from the correct email address.

Entire Agreement

The terms contained in this document constitute the entire agreement between the parties with respect to its subject matter and shall exclude any and all other legal terms and conditions communicated by either Party to the extent they conflict with the terms contained herein. By commencing services or delivering goods, as applicable, these terms are accepted and binding by the Parties. However, despite the foregoing, the terms of this order shall be cancelled and

superseded in full to the extent that there is an alternative written contract with legal terms and conditions (including confidentiality, intellectual property, and compliance (including privacy and anti corruption compliance provisions) that is fully executed by authorized representatives of both Parties covering the same subject matter and which states that all other terms and conditions are excluded.

[Third party rights](#)

Except as expressly provided for in this provision, a person who is not a party to the order shall not have any rights under the order to enforce any of the provisions of the order. Any affiliate of the Buyer shall be entitled to enforce any of the provisions of the order. The consent of any such affiliate is not required in order to rescind or vary the order or any provision of it.

[Compliance with law](#)

The Seller shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the order.

[Counterparts](#)

This order may be executed in counterparts all of which taken together shall constitute one agreement and copies maybe exchanged electronically, such as by e-mail (e.g. PDF) and such electronic copy of the signed document will be considered valid and binding on the signing party.

[Governing law \(Purchase Order Issued by Incyte Biosciences Companies located in Europe\).](#)

The order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Switzerland.

[Governing law \(Purchase Order Issued by Incyte Biosciences Japan G.K.\).](#)

The order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Japan without giving effect to the conflict of law principles thereof.

[Governing law \(Purchase Order Issued by for Incyte Biosciences Canada Corporation\).](#)

The order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

[Governing law \(Purchase Order Issued by Incyte Corporation\)](#)

The order and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Delaware.

[Jurisdiction \(Purchase Order Issued by Incyte Biosciences Companies located in Europe\).](#)

The parties irrevocably agree that the courts of Lausanne shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the order, its subject matter or formation (including non-contractual disputes or claims).

Jurisdiction (Purchase Order Issued by Incyte Biosciences Japan G.K.)

The parties irrevocably agree that the Tokyo District Court shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the order, its subject matter or formation (including non-contractual disputes or claims).

Jurisdiction (Purchase Order Issued by for Incyte Biosciences Canada Corporation)

The parties irrevocably agree that the courts of the Province of Ontario, jurisdiction of Toronto shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the order, its subject matter or formation (including non-contractual disputes or claims).

Jurisdiction (Purchase Order Issued by Incyte Corporation)

The parties irrevocably agree that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the order, its subject matter or formation (including non-contractual disputes or claims).