

## CSL General Terms and Conditions

### 1. General

1.1 These General Terms and Conditions ("GTC") apply to the supply of goods ("Goods"), the provision of services ("Services"), or the performance of works ("Works") for CSL Limited or any of its affiliated or related companies ("CSL") pursuant to a CSL tender ("Tender") or a purchase order ("Order") with the contractual partner ("Supplier"). For informational purposes, CSL includes companies within the CSL Behring, CSL Plasma, CSL Seqirus and CSL Vifor brand families. These GTC do not apply to the extent the parties enter into a formal contractual arrangement, which shall prevail over these GTC in the event of any conflicting provisions.

1.2 Supplier accepts these GTC by supplying an offer or proposal ("Offer") pursuant to a Tender or otherwise or by confirming, accepting or commencing performance of an Order. In the event of a conflict between the terms and conditions of a Tender or an Order and these GTC, the terms and conditions of the Tender or Order shall apply. Any general terms and conditions of Supplier shall only apply if expressly agreed in writing to supersede or replace these GTC. Any changes or amendments to an Order must be agreed in writing. Any side agreements or assurances made by either party before the conclusion of an Order are not legally binding and are replaced in full by the Order.

### 2. Offers and Purchase Orders

2.1 Offers shall be binding for a period of at least three months and shall be submitted free of charge. Offers shall adhere to the specifications provided by CSL pursuant to a Tender or otherwise. Offers shall be deemed accepted upon receipt by Supplier of a corresponding written (including by electronic means) Order from CSL.

2.2 The Supplier shall confirm receipt of all CSL Orders at time of receipt and provide confirmed delivery dates/times, as requested on the Order

2.3 CSL may also issue Orders without a

corresponding Offer. Supplier shall check each such Order received from CSL for any errors, ambiguities, omissions and unsuitability of the

specifications for the intended purpose and shall immediately inform CSL of any proposed changes. Such Orders shall become binding upon written (including by electronic means) confirmation by Supplier in accordance with any CSL designated tools. CSL may withdraw its Orders at any time until confirmation by Supplier is received.

### 3. Provision of Goods/Services/Works; Changes

3.1 Supplier shall provide the Goods/Services/Works (a) with the skill and care of a highly reputable professional supplier with expertise and experience in the relevant field; (b) in accordance with all applicable legal requirements, specifications, technical standards and with generally recognized standards of good practice; and (c) for the provision of Goods/Services/Works on-site, all relevant CSL infrastructure, safety and organizational requirements and internal operating regulations and site conditions as directed by CSL. As necessary, Supplier shall liaise and cooperate proactively with CSL and any designated third parties.

3.2 As part of the provision of the Goods/Services/Works Supplier shall provide the necessary personnel, materials, equipment, facilities, site installations and ancillary services; obtain all necessary permits, approvals and clearances and pay all applicable fees, taxes and other charges (such as fees related to Supplier's use or subscription concerning any program/system/software), even if not expressly mentioned in the applicable Offer or Order.

3.3 Supplier's personnel providing the Goods/Services/Works shall have the necessary qualifications, experience and reliability for the proper performance of Supplier's obligations. Supplier shall promptly replace any of its personnel (at CSL's reasonable request) that fails to meet the foregoing.

3.4 Supplier's use of subcontractors for the

provision of the Goods/Services/Works requires CSL's prior written approval, such approval not to be unreasonably withheld. Supplier shall include appropriate flow-down provisions in its subcontracts to ensure performance by its subcontractors in accordance with these GTC and the applicable Order, including flow-down of Supplier's indemnification, compliance, and confidentiality obligations and CSL's intellectual property, quality assurance and audit rights. Except as may be restricted by applicable law, Supplier shall ensure that any claims by its subcontractors are brought against Supplier and not against CSL. Supplier shall be responsible for the acts or omissions of its subcontractors as if they were acts or omissions of Supplier.

3.5 Supplier shall, as instructed by CSL, implement any changes to the Goods/Services/Works that (a) may be requested by CSL or (b) may result from changes to the legal requirements or technical standards applicable to the provision of the Goods/Services/Works or from any other events or circumstances affecting Supplier's ability to provide the Goods/Services/Works, of which Supplier shall promptly notify CSL. Any necessary adjustments resulting from such changes, including any adjustments to the delivery dates or the compensation, shall be reasonably agreed by the parties and documented in writing, provided that any increase to the compensation shall be subject to Section 10.5.

#### 4. **Delivery Terms; Delivery and Performance Due Dates; Delay**

4.1 Goods shall be supplied in accordance with the delivery term (Incoterms 2020) specified on the applicable Order, provided that if no such delivery term is specified, Goods shall be supplied DDP (Delivered Duty Paid) (Incoterms 2020) to the place of destination specified by CSL. Any partial deliveries undersupply or oversupply require CSL's prior written approval.

4.2 Delivery of Goods and performance of Services/Works shall be in accordance with the specified dates for delivery and

performance agreed by the parties ("Due Dates") and, if no such dates have been agreed, with due expedition and without undue delay. If Supplier becomes aware that it may not be able to meet the Due Dates, it shall at its own cost implement suitable acceleration measures to make up for the delay in whole or in part, and shall provide written notice to CSL immediately, indicating the reasons for and the projected duration of the delay.

4.3 The parties shall reasonably agree to an extension of the applicable Due Dates at no additional cost if and to the extent the delay is caused by (a) changes pursuant to Section 3.5; (b) CSL's failure to meet its obligations under the applicable Order; (c) directives of the public authorities that would not have been reasonably foreseeable to an experienced supplier in the field; (d) an event of Force Majeure pursuant to Section 16.

4.4 If Supplier does not meet the Due Dates, as may have been extended by mutual agreement of the parties, this shall automatically constitute a material breach, Supplier shall be liable to CSL for all damages caused by the delay and any limitations of liability in Section 13.1 shall not apply. Any other rights and remedies of CSL, including any termination rights, remain reserved. Acceptance by CSL of any Goods/Services/Works delivered or performed after the applicable Due Dates does not constitute a waiver of the foregoing.

#### 5. **Transfer of Title; Risk of Loss**

5.1 Title to Goods shall transfer to CSL upon payment or upon such earlier date as specified under applicable law. Risk of loss to Goods shall transfer to CSL in accordance with the agreed delivery terms in Section 4.1.

5.2 Title and risk of loss to any equipment or other deliverables provided as part of the Services and to Works, shall transfer to CSL upon Acceptance (as defined below), except that title shall transfer to CSL upon payment if earlier.

5.3 If title passes to CSL prior to delivery of the Goods or Acceptance of the Services/Works,

Supplier shall store any such Goods, physical equipment or other deliverables that are part of the Services, or Works in a separated area and clearly mark them as CSL's property.

**6. Inspection of Goods; Acceptance of Services/Works; Defects**

6.1 Any non-compliance of the Goods/Services/Works with the specifications and requirements set forth in the applicable Tender, Offer, Order or other documentation agreed by the parties shall constitute a defect ("Defect"). CSL has the right to inspect the Goods and verify the Services/Works for Defects as specified herein and Supplier shall provide all necessary cooperation to enable CSL's inspection and verification. All statutory or other requirements to verify the Goods/Services/Works for Defects and notify the Supplier thereof are hereby excluded.

6.2 Goods are subject to CSL's incoming goods inspection and any Defects (as defined below) shall be reported to Supplier in writing (email suffices) (a) without undue delay but not later than within 30 days after delivery for any obvious Defects detectable within the scope of CSL's incoming goods inspection or (b) within 3 weeks after detection of the Defect for all other Defects.

6.3 Services/Works, or interim stages thereof as mutually agreed by the parties, are subject to a verification process which verifies that Supplier has materially complied with the performance requirements of the Services/Works, including completion of any required testing and provision of any required documentation or other deliverables, as applicable, and that the Services/Works do not contain any obvious Defects detectable within the scope of the acceptance process. Services/Works shall be deemed accepted a) upon completion of such verification process by CSL and b) may be documented in a formal acceptance certificate signed by both parties or through such other process as may be mutually agreed ((a) and b) hereinafter "Acceptance").

6.4 Supplier warrants that the Goods/Services/Works shall be free of Defects for a period of (a) 2 years from the date of

delivery for Goods; (b) 5 years from the date of Acceptance for Services/Works; or (c) such longer period as stated in the applicable Tender, Offer, Order or other documentation agreed by the parties or (d) such longer period as specified by applicable law. Notwithstanding the foregoing, if a Defect is such that an experienced customer could not discover such Defect within the relevant warranty period, then the warranty period for that Defect shall be extended until 180 days after CSL discovered, or should have discovered, such Defect. The parties further agree that any additional warranties under the applicable law are incorporated by reference.

6.5 Supplier shall remedy all Defects notified to it during the applicable warranty period at its own cost by either repair, replacement or reperformance, within its reasonable discretion and in consultation with CSL. CSL shall have the right to instruct Supplier as to when the Defect shall be remedied, taking into account the overall circumstances, including without limitation the operational requirements and damage mitigation considerations. If remediation of a Defect occurs off-site, Supplier shall be responsible for transportation and the risk of loss shall lie with Supplier during such period.

6.6 If Supplier fails to remedy a Defect within a reasonable time and in accordance with CSL's instructions or if Supplier remedying such Defect is impossible or inexpedient, CSL may (a) remedy or have a third party remedy such Defect at the Supplier's cost or (b) choose not to remedy such Defect and reduce Supplier's compensation accordingly. Any other rights and remedies of CSL, including claims for compensations for costs, damages and losses incurred as a result of or in connection with any Defect and any termination rights, remain reserved.

**7. Intellectual Property Rights**

7.1 Notwithstanding Section 5, Supplier or the applicable third party shall retain proprietary or intellectual property rights in pre-existing components of the Services/Works or components thereof developed independently, in each case as disclosed to

CSL in the Tender, Offer, Order or other documentation expressly agreed by the parties ("Supplier Materials"). Supplier hereby grants to CSL a perpetual, worldwide, irrevocable, unlimited, non-exclusive, transferable, fully-paid and royalty-free license, or shall at its own cost obtain such a license from the applicable third party in favor of CSL, to use and modify the Supplier Materials to the extent required to use the Services/Works without restriction.

- 7.2 Where the provision of Services/Works includes the creation of intellectual property ("IP Developments"), whether developed by Supplier on its own or jointly with CSL, such IP Developments shall be the sole property of CSL upon creation to the extent legally permitted. Should IP Developments initially become the property of Supplier (e.g. by virtue of any applicable law), Supplier shall transfer all such IP Developments to CSL at the earliest point possible and enter into all transactions which may be necessary to complete such transfer. Prior to such transfer, Supplier hereby grants to CSL a perpetual, worldwide, irrevocable, unlimited, non-exclusive, transferable, fully-paid and royalty-free license to use and modify the IP Developments without restriction. CSL shall have the right to use IP Developments without indication of the name(s) of the original author(s) of such IP Developments.
- 7.3 Except as disclosed to CSL in the Tender, Offer, Order or other documentation expressly agreed by the parties, the Goods/Services/Works shall be free of any third-party rights, including proprietary and intellectual property rights or open source components.

## 8. Compliance

- 8.1 Supplier shall comply with and the Goods/Services/Works shall be in accordance with all applicable laws, rules and regulations, including applicable labor, social security, competition and criminal law. With respect to any Supplier of substances that must be registered under Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration,

Evaluation, Authorisation and Restriction of Chemicals (REACH), (a) Supplier warrants that such substances are duly registered, notified and authorized, (b) Supplier shall comply with REACH and (c) Supplier shall duly inform CSL of any such substances and changes concerning such substances.

- 8.2 Supplier shall comply with and take all necessary measures to ensure that its officers, employees and agents comply with all relevant anti-bribery and anti-corruption laws, including the Criminal Code (Cth AU), the Foreign Corrupt Practices Act (US) and the Bribery Act (UK) as well as all relevant ESG laws, including the Modern Slavery Act (Cth AU) and the Act on Corporate Due Diligence Obligations in Supply Chains (Germany).
- 8.3 Supplier shall ensure that all activities in connection with the Goods/Services/Works are performed in compliance with CSL's Code of Responsible Business Practice, a copy of which is available on CSL's internet site at <https://crbp.csl.com/>, and internationally accepted best practices.
- 8.4 Supplier shall take all reasonable precautions, in accordance with highest industry standards, to (a) maintain the health and safety of the personnel providing the Goods/Services/Works and (b) prevent damage to the environment during Supplier's performance (c) adhere to all local CSL site Environmental, Health & Safety rules and procedures when undertaking any Service/Works and/or delivering Goods to CSL sites
- 8.5 Supplier acknowledges that CSL may be subject to export control and trade sanction rules. Supplier therefore agrees that it shall comply fully with the trade restrictions in United Nations resolutions and all applicable trade sanction laws.

## 9. Quality Assurance; Audit Rights

- 9.1 CSL shall have the right at any time upon reasonable notice to audit Supplier, including any permitted subcontractors, and check the proper performance of Supplier's obligations

hereunder, including (a) Supplier's compliance with applicable laws and other requirements; (b) auditing Supplier's quality assurance system and checking compliance with such quality assurance system; (c) having Supplier submit samples of materials used in providing the Goods/Services/Works; and (d) inspecting Supplier's work locations. Supplier shall cooperate in any such audits at no additional charge to CSL and shall grant CSL or its designated third-party auditors access to Supplier's work locations and to all information and documentation reasonably requested for completing such audits.

9.2 CSL's quality assurance and audit rights under this Section 9, along with its inspection and verification rights under Section 6 shall not in any way affect Supplier's responsibility for the proper performance of its obligations hereunder. If CSL incurs additional costs for quality assurance measures and audits necessitated by Defects or attributable to Supplier for any other reason, Supplier shall reimburse CSL for all such additional costs.

## 10. Compensation; Adjustment

10.1 Supplier's compensation may be made on a fixed fee, time and materials, unit fee, cost plus fee or such other basis as agreed by the parties in the applicable Order and shall be exclusive of any VAT/GST or other sales or similar taxes. The agreed compensation shall include all necessary activities, materials and costs for the provision of the Goods/Services/Works, including personnel, materials, licenses and permits, insurance, etc. even if such ancillary activities, materials and costs are not expressly stated.

10.2 Travel expenses shall only be reimbursed separately if and to the extent expressly agreed in the applicable Order, pre-approved in writing and incurred in accordance with CSL's travel and expense guidelines.

10.3 Any surcharges for work performed on weekends, at night or on holidays shall only be paid if and to the extent CSL has instructed Supplier in writing to perform work during such periods or if such work becomes necessary for reasons attributable to CSL.

10.4 If the conclusion of an Order triggers stamp tax or similar such taxes/charges shall be shared (50/50) between CSL and Supplier.

10.5 In accordance with Section 3.5 above, Supplier shall be entitled to an adjustment in compensation resulting from (a) changes requested by CSL and (b) changes to the legal requirements or technical standards applicable to the provision of the Goods/Services/Works or from any other events or circumstances affecting Supplier's ability to provide the Goods/Services/Works, except for events or circumstances that would have been reasonably foreseeable to an experienced supplier in the field. Supplier shall notify CSL without undue delay after Supplier becomes aware, or could or should have become aware, of any change, event or circumstance that will or might increase Supplier's cost for providing the Goods/Services/Works. Such notice shall specify the reasons for the additional cost, the requested adjustment in compensation and whether and how such additional cost could be avoided. Any such adjustment in compensation must be mutually agreed by the parties, provided that CSL may instruct Supplier to provide the affected Goods/Services/Works even before the parties have agreed on the adjustment in compensation.

## 11. Invoicing and Payment

11.1 Payment of any amounts due hereunder requires Supplier to submit a proper invoice in accordance with applicable legal requirements (incl. VAT/GST requirements, as applicable) and CSL's invoicing requirements (incl. marking the invoice with the Order number, as applicable). Invoices must be submitted no later than 90 days after provision of the Goods/Works/Services. For Goods/Services/Works performed on a time and materials, unit fee or cost plus fee basis, Supplier shall submit to CSL along with its invoice, detailed supporting documentation specifying the actual time and materials, units or costs, as applicable, for CSL to verify the invoice.

11.2 CSL shall pay undisputed amounts within 60

days of receipt of invoice or within such shorter period as specified by mandatory applicable law. Invoices may be submitted to CSL upon delivery of Goods and upon Acceptance of Services/Works, as applicable, by means as described on the Order or applicable law.

11.3 Any claims for payment of Supplier against CSL hereunder shall become time-barred (a) 12 months after the date of invoice, except where such claims for payment arise from circumstances that Supplier was not and could not have been aware of on the date of invoice, or (b) within such statute of limitations as specified by mandatory applicable law.

## 12. Indemnification; Insurance

12.1 Supplier shall defend and indemnify CSL from and against any claims, suits, investigations, and administrative or other proceedings, and all related demands, damages, liabilities, fines, penalties and costs (including attorneys' fees), arising from or in connection with the provision of the Goods/Services/Works, any breach of these GTC by Supplier, any infringement of third-party intellectual property, and any negligent acts or omissions or willful misconduct of Supplier.

12.2 If any Goods/Services/Works or components thereof ("Infringing Item") become or in its reasonable opinion are likely to become the subject of an infringement claim, Supplier shall, in addition to its indemnification obligations and to CSL's other rights and remedies, promptly (a) obtain the necessary license rights in favor of CSL for it to continue to use such Infringing Item; or (b) if (a) is not reasonably available to Supplier, replace or modify such Infringing Item to make it non-infringing, provided that such replacement or modification will not degrade its capacity or performance; or (c) if (b) is not reasonably available to Supplier, remove such Infringing Item and reimburse CSL for all fees paid therefore and for any other item that is dependent thereon and that is no longer useful to CSL as a result of such infringement.

12.3 Supplier shall at its own cost purchase (a) liability insurance, (b) professional indemnity insurance (only for the provision of

Services/Works) and (c) such additional insurance coverage as may be required under applicable law or which is customary for Supplier's type of business, all at levels customary in Supplier's industry sector. Proof of coverage must be provided to CSL within 10 days of request.

## 13. Limitation of Liability

With the exception of any liability arising from (a) a breach of its confidentiality obligations or the other party's intellectual property rights, (b) a breach relating to its indemnification obligations, (c) damage to property, personal injury or death or (d) its gross negligence, fraud or willful misconduct, to the extent such exclusion is permitted under applicable law, neither party shall be liable to the other for any indirect or consequential damages (including lost profits) or for any punitive damages.

## 14. Confidentiality; Publicity

14.1 Supplier shall use all documents, data and other information, in whatever form, provided by CSL to Supplier or otherwise obtained in connection with the provision of Goods/Services/Works to CSL ("Confidential Information") only for such purpose and shall treat such Confidential Information as strictly confidential. Supplier shall disclose Confidential Information to third parties only (a) if and to the extent such disclosure is necessary for the provision of the Goods/Services/Works and (b) after imposing corresponding confidentiality obligations on such third party.

14.2 Confidential Information does not include information that (a) was publicly available at the time it was provided to or otherwise obtained by Supplier, (b) has become publicly available through no fault of Supplier, (c) is rightfully received by Supplier from a third party without a duty of confidentiality.

14.3 If at any time Supplier is required by law, court order or other valid legal process to disclose any Confidential Information, it shall promptly notify CSL prior to any such compelled disclosure and, upon request, cooperate with

CSL in seeking a protective order or other available relief to contest or limit the scope of such compelled disclosure.

14.4 At any time upon CSL's request and in any event as soon as Supplier no longer needs to retain the Confidential Information, it shall at CSL's discretion (a) promptly deliver to CSL all written material constituting the Confidential Information without retaining any copies thereof, (b) securely destroy or dispose of those portions of documents and other materials in any form, including electronic form, that contain or reflect Confidential Information and (c) certify such return and destruction to CSL.

14.5 Supplier shall not make any public statements concerning the provision of Goods/Services/Works to CSL or use CSL's name or logo in any manner without CSL's prior written approval.

## 15. Termination; Survival

15.1 CSL may terminate an Order in whole or in part at any time for convenience. Following such termination, Supplier shall, at CSL's direction, wind down the provision of Goods/Services/Works and deliver to CSL all work in progress. Supplier shall be entitled to a pro-rata payment of its compensation corresponding with the pro-rata value of the Goods/Services/Works provided up to the termination date.

15.2 Either party may terminate an Order in whole or in part at any time if (a) the other party materially breaches any of its obligations rendering it unacceptable to continue the business relationship, with 30 days' notice if such breach remains uncured within such 30-day period or immediately if such breach is not capable of cure, or (b) if the other party becomes insolvent or bankrupt, or if that party or a third party applies for insolvency or bankruptcy or similar proceedings against the party in distress, or (c) upon occurrence of a Force Majeure Event in accordance with Section 16.

15.3 Upon CSL's termination of an Order pursuant to Section 15.2, CSL may, in its sole discretion,

decide to:

keep or reject, in whole or in part, the Goods/Services/Works provided by Supplier under the applicable Order, including any works in progress. If CSL decides to keep the Goods/Services/Works, in whole or in part, Supplier shall be entitled to a pro-rata payment of its compensation corresponding with the pro-rata value of such Goods/Services/Works. If CSL decides to reject the Goods/Services/Works, in whole or in part, Supplier shall refund to CSL all payments made for such Goods/Services/Works. Any other rights and remedies of CSL, including claims for compensation of costs, damages and losses incurred as a result of or in connection with the reasons leading to the termination, remain reserved.

15.4 Upon Supplier's termination of an Order pursuant to Section 15.2, Supplier shall be entitled to a pro-rata payment of its compensation corresponding with the pro-rata value of the Goods/Services/Works provided up to the termination date.

15.5 In the event of a termination of an Order hereunder for whatever reason, the provisions on warranties and remediation of Defects, confidentiality, intellectual property rights, indemnification, limitation of liability, insurance, and all other provisions of these GTC and the applicable Order which by their nature are not affected by such termination shall remain in effect and survive such termination.

## 16. Force Majeure

Upon the occurrence of an exceptional event or circumstance (a) which is beyond a party's control; (b) which could not reasonable have been foreseen by such party and (c) the effects of which such party could not reasonably have avoided or overcome ("Force Majeure Event") and that affects or may affect such party's performance of any of its obligations, the affected party shall provide written notice to the other party thereof without delay, describing the Force Majeure Event and the expected impact on its performance. The affected party shall mitigate the impact of the Force Majeure Event on its performance to the

extent possible and resume performance immediately upon elimination of the Force Majeure Event. In the event that performance is not fully restored within 30 days of the commencement of the Force Majeure Event or cannot be expected to be restored within such period, the other party may terminate the applicable Order in accordance with Section 15.2.

## 17. Governing Law; Dispute Resolution

17.1 Each Order shall be governed by the law of the state, province or the country in which the CSL affiliate entering into such Order has its registered office, excluding any conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention). **For CSL Affiliates with registered office in the United States:** The laws of the State of Delaware shall apply. **For CSL Affiliates with registered office in Australia:** The laws of the State Victoria shall apply.

17.2 The competent courts at the location in which the CSL affiliate entering into such Order has its registered office shall have exclusive jurisdiction over any disputes arising out of or in connection with an Order, except that CSL may also refer matters to the competent courts at the location in which Supplier has its registered office. **For CSL Affiliates with registered office in the United States:** The courts of the State of Delaware shall have exclusive jurisdiction. **For CSL Affiliates with registered office in Australia:** The courts of the State Victoria shall have exclusive jurisdiction.

## 18. Miscellaneous

18.1 The status of Supplier and its personnel is that of an independent contractor and not that of a servant, agent, or employee of CSL. Neither Supplier nor its personnel shall hold itself out as, or claim to be acting as, an employee, agent, or servant of CSL. Supplier is not authorized to and shall not make any agreements or representations on behalf of CSL.

18.2 All communications shall be made in the language used or specified in the applicable

Order. For notices or other communications required to be made in writing, electronic signatures and email are sufficient, except as otherwise expressly stated.

18.3 Supplier shall not transfer, assign or delegate any of its rights or obligations under the applicable Order or these GTC without CSL's prior written approval and any attempted transfer, assignment allegation without such approval shall be void.

18.4 If any provision of an Order or these GTC is or becomes ineffective or unenforceable in whole or in part, the effectiveness of the remaining provisions shall not be affected thereby. Any such ineffective or unenforceable provision shall be deemed replaced by such effective and enforceable provision as comes closest to the purpose of such ineffective or unenforceable provision.

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