

GENERAL CONDITIONS OF PURCHASE FOR THE SUPPLY OF GOODS OR SERVICES TO CHIESI
FARMACEUTICAL (SHANGHAI) Co. LTD

1. Scope of the General Conditions of Purchase

1.1 These general conditions of purchase (hereinafter, the “General Conditions of Purchase”) set forth the terms under which Chiesi Farmaceutica (Shanghai) Co. Ltd. (hereinafter “Chiesi”) purchases tangible and intangible assets or the supply of Services (meaning “supply of Services” also all the contracts for works and services, including intellectual and consultancy services) from the Supplier, on the basis of a contractual instrument (for example, Purchase Order or similar) that expressly refers to the General Conditions of Purchase, and prevails over any contrary provision unless expressly waived.

1.2 These General Conditions of Purchase completely replace all the previous General Conditions with reference to Orders signed after acceptance of this document.

1.3 These General Conditions of Purchase do not imply any exclusive obligation on Chiesi, nor any purchase obligation for Chiesi of minimum quantities of Goods and/or of the assignment of minimum quantities of Services, unless otherwise expressly provided for in the Purchase Orders.

2. Definitions

2.1 The term Goods shall mean those indicated in the Purchase Order from Chiesi or the Technical Documentation (if present).

The term Services shall mean those described in the Purchase Order from Chiesi and/or in the Technical Documentation (if any).

The term Purchase Order shall mean the Order, submitted by Chiesi to the Supplier electronically, or in some specific cases, in hard copy for signature, which details the required Goods and/or Services, Technical Documentation and the agreed commercial conditions.

The term Supplier’s Offer shall mean the offer sent by the Supplier to Chiesi for the purchase of Goods or for the supply of Services.

The term Supplier’s Offer accepted by Chiesi shall mean the offer sent by the Supplier to Chiesi, after being discussed and accepted by Chiesi and mentioned in the Purchase Order.

The term Supplier shall mean the company that provides the Goods and/or Services. The term Technical Documentation shall mean any technical specification, drawing, graphic representation or project to which the Goods or Services must comply, issued by Chiesi, by the Supplier or by Third Parties and mentioned in the Purchase Order.

3. Contractual Documents and Priority Order

3.1 The contractual relationship is formed when the Supplier accepts Chiesi's Purchase Order in expressed form or through a material act of the Supplier. The Supplier's Offer may be sent by mail, e-mail (even if not certified), or by other electronic means. Chiesi reserves the right to send the Purchase Order with the same modalities.

3.2 In the event of a conflict between the Purchase Order, the Supplier's Offer accepted by Chiesi and the Technical Documentation (where present), the Purchase Order shall prevail over the other documents.

3.3 These General Conditions of Purchase replace and prevail in any case on the Supplier's General Terms of Sale, as well as on any other conditions placed by the Supplier in any contractual document, even if prior to these Conditions, which has not been expressly accepted by Chiesi by way of derogation from these General Conditions of Purchase.

3.4 In the event that Chiesi and the Supplier have entered into any form of contract, framework agreement, private agreement, or other type of double signature agreement, the specifically agreed clauses, which may conflict with what is contained in these General Conditions of Purchase, shall prevail over the same General Conditions of Purchase.

3.5 The methods and timing for the execution of the Services contemplated in the Technical Documentation, including the Quality Agreement and the Service Level Agreement, where provided, are to be considered binding for the Supplier.

3.6 Only in case of the goods or services being confirmed to be qualified in writing and the correct invoice being received by Chiesi, Chiesi will pay the corresponding amount within 60 days after receiving the above invoice.

4. Technical specifications and compliance with procedures

4.1 The Supplier undertakes to provide the Goods or Services, in strict compliance with the quality and technical specifications detailed in the Purchase Order and in the Technical Documentation (where present), or with the technical, safety and environmental standards, both national and industry, which are in any case mandatory.

4.2 The Supplier shall comply with the provisions of law and regulations in force in the country in which the Goods are produced and in the country in which they are delivered, or in which the Services are provided, with reference to all the rules on manufacture, wrapping, packaging, safety, consumer protection, respect for the environment, delivery of the Goods and provision of Services. The Supplier shall also be in possession of all authorisations, licenses and ratings required by applicable law to produce and/or provide the Goods or Services. All Goods consisting of machines, systems, tools or equipment shall be provided with a guarantee of good operation, for no less than 24 months.

4.3 The Supplier undertakes to deliver to Chiesi, together with the ordered Good, all the technical documentation including any type of conformity certification provided for the type of

Good. Except as otherwise indicated in the Purchase Order and in any Technical Documentation, the Goods shall be produced in accordance with the relevant technical specifications or latest standards, it being understood that in case of any changes to the technical specifications or standard procedures, the Supplier must inform Chiesi before the delivery of the Goods, and Chiesi may, at its sole discretion, confirm the purchase or freely withdraw, without further costs, expenses or obligations of any kind, without prejudice for damage compensation.

4.4 The Supplier cannot assign or sub-contract, even partially, the supply of the Goods and/or the execution of the Services to third parties without the prior written consent from Chiesi. In the case of an authorized subcontracting, the effectiveness of the authorization is subject to the exact fulfilment by the subcontractors of all the health and safety labour regulations, the payment of workers' social security by the subcontractors, and any other applicable law, as well as the presentation, by the subcontractor, of all the documentation required by current regulations, including social security and accident prevention. The Supplier will in all cases be liable to Chiesi for the activities carried out by the subcontractor.

5. Variations

5.1 Throughout the entire duration of the Purchase Order, the Supplier undertakes to make all the changes necessary to comply with mandatory laws and/or regulations that have occurred in the meantime. These changes will remain the exclusive responsibility of the Supplier.

5.2 If, on the other hand, Chiesi deems it necessary to request changes with respect to the original provisions of the Contract and/or Purchase Order, Chiesi will submit an express written request to the Supplier, which will undertake to provide its best offer. These additional activities may be carried out only after a specific written agreement between the parties has been achieved.

6. Intellectual Property and Confidentiality Obligation

6.1 The Supplier guarantees that, to the best of its knowledge, the purchase, use and/or resale of the Goods or the provision of the Services to Chiesi does not infringe any third party intellectual property rights.

6.2 Except as hereinafter provided, the Supplier acknowledges that Chiesi is the owner of the Technical Documentation (if present) and of the result of the activity carried out by the Supplier accepted by Chiesi, and that Chiesi itself is the exclusive owner of any commercial, technical, financial and economic information concerning its products or activities, of which the same Supplier may have become aware during the execution of the contractual relationship, or in any case in connection with the same.

6.3 The Supplier undertakes to keep confidential and not to disclose in any way the aforementioned information, as well as the documents mentioned above, and not to use them for its own benefit or to use them, directly or indirectly, to derive economic profit for itself or for third parties. This obligation of confidentiality on the part of the Supplier will be valid until such

information and documents become of public domain unless such a breach is due to any wilful or negligent behaviour from the Supplier. Unless otherwise provided in writing, all information communicated to the Supplier shall be considered confidential.

7. Packing, transport and transfer of ownership (where applicable)

7.1 The Supplier will transport the Goods to the addresses provided by Chiesi according to Incoterms 2010 or other trade term indicated in the Purchase Order. Unless otherwise provided, the transport costs shall be borne by the Supplier.

7.2 The Supplier will bear the risks of possible damage or loss of the Goods during transport, and in any case until the delivery thereof. The ownership of the Goods will pass to Chiesi at the time of delivery, while for the Goods subject to testing, at the positive outcome of the same.

7.3 Goods must be packed in such a way as to be clearly identifiable. The packaging shall be appropriate to the type of goods. In the event of dangerous goods, transport must be carried out in compliance with the applicable legislation.

8. Delivery of Goods and Execution of Services

8.1 The Supplier will deliver the Goods and perform the Services within the time specified in the Purchase Order. The Supplier acknowledges and accepts that timeliness in the delivery of the Goods and in the execution of the Services is of fundamental importance, and that therefore the delivery times must be strictly respected.

8.2 Where delivery is made before the scheduled date, Chiesi reserves the right to accept or to return the Goods at the expense of the Supplier.

8.3 For the reporting of any faults and defects, the term of 30 (thirty) days from the discovery is established.

8.4 8.4. In any case, Chiesi will have the right to refuse the delivered Goods or Services provided which do not comply with the Purchase Order and the Technical Documentation (if any).

8.5 In the event of delivery of non-compliant Goods or Services, Chiesi may, at its convenience, either (i) return the non-compliant goods to the Supplier at the risk and expense of the Supplier or (ii) request that the Supplier withdraw, at its own risk and cost, the non-compliant Goods; or (iii) request that the Supplier provide the non-compliant Services again without charge to Chiesi. All without prejudice to any other rights of Chiesi, including compensation for any further damages and termination of the contractual relationship.

8.6 The Supplier, which is exclusively responsible for the direction, control and supervision of its personnel, must ensure that the Services are carried out in a workmanlike manner.

8.7 The Supplier declares, under its own responsibility, to have fulfilled and to comply with any and all obligations of contributory, welfare and social security nature in relation to the

personnel employed for the purpose of providing the Goods or Services and in this sense exempts Chiesi of any responsibility in this regard.

8.8 The Supplier is fully responsible for the safety of its personnel employed (and any subcontractors appointed in compliance with the provisions of these General Conditions of Purchase) in the performance of its duties.

8.9 Should the Supplier need to carry out activities at Chiesi premises, the Supplier undertakes to comply with all the Safety procedures that will be provided by Chiesi.

8.10 Chiesi reserves the right at any time to request the Supplier to replace personnel deemed unfit to perform the activities in compliance with the quality standards defined and agreed between the Parties for the specific Good or Services provided.

9. Insurance

9.1 The Supplier is responsible for the safety of its employees and/or collaborators and/or subcontractors in carrying out their activities, and is liable for all the damages they may suffer during the execution of their work.

9.2 The Supplier also declares to have stipulated adequate insurance coverage for its liability relating to any damage to property or persons adequate, in terms of object and limits, to the specific content of the Services or Goods agreed with Chiesi. The Supplier shall also renew the policies during the contractual relationship. A copy of this policy and its renewals may be verified by Chiesi on request.

10. Right to audit

10.1 Chiesi, with adequate notice, reserves the right to carry out, and the Supplier undertakes to consent to, inspections and audits at the Supplier's offices and premises used, to verify the production processes, quality systems, and any other data that may affect the correct and timely execution of the contractual services.

10.2 All information acquired during the afore mentioned inspections and audits will be governed by clause no. 6 "Intellectual Property and Confidentiality Obligation" of these General Conditions of Purchase.

11. Force Majeure

11.1 The parties shall not be liable, or deemed to be in default, for the failure or delayed fulfilment of any of the obligations under these General Conditions of Purchase and/or the Orders, due to circumstances beyond the reasonable control of either party, such as national strikes, blockages, explosion, fires, floods, earthquakes or other natural disasters.

11.2 In case of delays due to Force Majeure, the Supplier will send a written notice to Chiesi with an estimate, as precise as possible, about the duration of the effects of Force Majeure conditions. However, since during the persistence of conditions of Force Majeure, Chiesi will not have the possibility to take advantage of Services or Goods, Chiesi reserves the right to terminate with immediate effect the obligations to purchase with the Supplier and to purchase the Services or the Goods from a third party.

12. Withdrawal, Suspension and Termination

12.1 Chiesi has the right to withdraw from the contractual relationship, at any time and for any reason after sending written communication, with at least 15 (fifteen) days' notice, declaring the Chiesi's intention to exercise this right. In this case, Chiesi will be required to pay only what is due in relation to the activities already carried out by the Supplier at the time of withdrawal. Both Parties will have the right to terminate the contractual relationship if one of the Party is subject to any type of bankruptcy or liquidation, or in the case in which some or all of its assets are subject to divestiture in favour of creditors.

12.2 The waiver of Chiesi to assert its claims in case of violation by the Supplier of these General Conditions of Purchase or the conditions provided in the Purchase Order and/or in the Technical Documentation (if present) shall not be considered as a systematic renunciation also in the event of further violations of the terms and conditions set forth in the aforementioned documents or of other provisions.

12.3 In case of the total or partial non-fulfilment of the obligations envisaged by the Purchase Order and/ or these General Conditions of Purchase Chiesi shall have the right to immediately terminate the contractual relationship after any formal writing notice; the right of Chiesi to obtain compensation for any and all damages deriving from the non-fulfilment, or the inexact fulfilment, of the Supplier remains in place, also in addition to the penalties provided for in the Purchase Order.

13. Assignment of credit and contract

13.1 The Supplier undertakes not to assign to third parties the credits deriving from the supply of Goods and/or performance of Services -..

13.2 The Supplier undertakes not to assign any future Purchase Orders with Chiesi to third parties.

14. Processing of personal data

14.1 The parties, as independent Data Controllers, consent to the processing of their data communicated for the execution of Purchase Orders in full compliance with relevant private laws and regulations (hereinafter the “Privacy Law”), and mutually guarantee the following:

(i) the identification and tax data of the parties or persons acting on their behalf, as well as other information such as direct debits and details of current bank accounts, are collected, recorded, reordered, stored, used for the purposes for the stipulation and execution of Purchase Orders and legal obligations;

(ii) the communication of the aforesaid data can be communicated to subjects in charge of making payments and receipts, as well as to those charged with auditing the financial statements and to the public authorities, supervisory authorities and/ or administrations for the fulfilment of the law. In addition, the data may be processed by the data processors or processors appointed by the Parties as part of the functions responsible for fulfilling the Purchase Orders;

(iii) each party shall promptly inform the other party of any request from third parties wishing to exercise the rights related to the protection of their data or about any request by the Supervisory Authority in relation to Purchase Orders;

(iv) the data will be stored by the Parties and/or by the appointed data processors for 5 years or the time prescribed by laws or regulations or the time agreed by both parties in writing (the longest term should be prevail). Where there is no legal obligation to retain the data, it will coincide with the duration of Purchase Orders. Upon expiry of the retention period, the data shall be deleted or, at the request of one of the Parties, returned safely to said Party.

14.2 Except as specified in Article 15.1, the Parties declare and acknowledge that, in relation to the execution of the Services, there will be no transfer of personal data such that a Party is required, pursuant to the Privacy Law, to act as data processor of the other Party.

15. Regulatory Compliance and of the Code of Interdependence

15.1 The Supplier guarantees that the activities referred to in the Purchase Orders will be carried out in full compliance with the current laws and regulations as well as with the provisions of the Code of Interdependence, a copy of which is available at the following website: <http://www.chiesichina.com/Interdependence.pdf>

16. Severability of provisions

16.1 If any of the provisions of these General Conditions of Purchase were or become illegitimate, invalid or ineffective under any applicable law, this provision, shall be deemed to be omitted from these General Conditions of Purchase, and will not affect in any way the legitimacy, validity or effectiveness of the remaining provisions.

17. Compliance with anti-corruption legislation and related obligations

17.1 The Supplier declares to know and undertakes to comply with any anti-bribery law and Chiesi Anti-bribery Policy (copy of that can be consulted and downloaded at the following Chiesi internet address <http://www.chiesichina.com/Anti-Bribery%20Policy.pdf>)

17.2 The Supplier in performing the Services shall not:

- give or promise money, commissions, compensation or other benefits, including gifts, entertainments or any kind of benefit, even if non-material (unless they can be considered as low value courtesy benefits), in favour of public officers, third parties, Chiesi legal representatives, directors, employees (or whoever acts on behalf of Chiesi), in violation of any applicable anti-bribery law and beyond the limits provided for within Chiesi Anti-bribery Policy;
- directly enter into individual agreements with Chiesi legal representatives, directors and/or employees.

17.3 The Supplier shall promptly communicate, in any case, to Chiesi's compliance function (at the following e-mail address: GroupCompliance@chiesi.com):

(i) any request or donation or promise of what has been reported under Article 18.2 subparagraph (i) above, irrespective of any assessment on the compliance of such activity with the provisions of Chiesi Anti-bribery Policy;

(ii) any investigation, administrative suit, law suit or other procedure involving the Supplier in relation to corruption, bribery or any other harmful act to the public treasury.

17.4 The Parties acknowledge that any material breach of the provisions of this Article, or part thereof, represents a significant breach of this Agreement. Should Chiesi receive any information or notice about facts or legal proceedings which reasonably imply a material breach of this Article 18, or part thereof, Chiesi may, without prejudice of any other available rights and remedies, suspend the execution of or terminate this Agreement forthwith.

18. Applicable law and court of jurisdiction

18.1 These General Conditions of Purchase shall be governed by and construed in accordance with the laws of PRC. If any dispute arises out of or in connection with the General Terms and Conditions of Purchase which cannot be resolved amicably between the Parties then the dispute shall be brought before the Courts of the place where Chiesi is registered.

19. This Agreement is made in two original copies in English and Chinese version. In case of any inconsistency, the Chinese version shall prevail.

凯西医药咨询（上海）有限公司

货物或服务供应通用采购条款

1. 通用采购条款的范围

1.1 这些通用采购条款（以下简称“通用采购条款”）规定了凯西医药咨询（上海）有限公司（以下简称“凯西”）根据合同性文契（例如采购订单或类似契据）从供应商采购有形和无形资产或服务供应（“服务供应”的含义亦涵盖所有工作和服务的合同，包括知识和咨询服务）时所适用的条款，此类合同性文契应明确引用通用采购条款，且若存在任何与之冲突的条款，未经明确弃权均应以该条款为准。

1.2 本通用采购条款完全替代接受本文件之后所签署的订单所涉及的所有之前的通用条款。

1.3 本通用采购条款并未暗示凯西具有任何排他性义务，或购买最低数量货物和/或分配最低数量服务的任何义务，采购订单中有明确规定的情形除外。

2. 定义

2.1 货物系指凯西采购订单或技术文件（若有）中明确规定的货物。

服务系指凯西采购订单和/或技术文件（若有）中描述的服务。

采购订单系指凯西以电子方式，或在部分情况下，以纸质签名形式向供应商提交的订单，此类订单详细规定了所需的货物和/或服务、技术文件以及双方达成一致的商业条款。

供应商报价系指供应商因凯西需购买货物或服务而向其提供的报价。

凯西接受的供应商报价系指供应商向凯西提供，经过凯西讨论并接受，且在采购订单中提及的报价。

供应商系指提供货物和/或服务的公司。技术文件系指由凯西、供应商或第三方签发且在采购订单中提及的货物或服务必须遵循的任何技术规格、图纸、图示或方案。

3. 契约性文件和优先顺序

3.1 当供应商以明示的形式或通过其实质性行为接受凯西的采购订单时，即构成了契约关系。供应商报价可通过邮件、电子邮件（即使未经过认证）或其他电子方式发送。凯西保留以相同方式发送采购订单的权利。

3.2 若采购订单、凯西接受的供应商报价以及技术文件（若有）之间存在冲突，则以采购订单为准。

3.3 本通用采购条款在任何情况下均应替代并优先于供应商一般销售条款，以及供应商在任何合同文件中增加，但凯西并未通过减损本通用采购条款的方式明确接受的任何其他条款，即使其先于本条款。

3.4 若凯西与供应商签署了任何形式的合同、框架协议、私密协议或其他类型的双方签字协议，双方达成一致的具体条款可能会与本通用采购条款中规定的条款冲突，此时应以双方达成一致的具体条款为准。

3.5 技术文件（包括质量协议和服务水平协议（若有））中所拟定的服务的履行方法和时间，应视为对供应商具有约束力。

3.6 货物或服务经凯西书面确认合格的，供应商向凯西开出正确数额的发票。凯西在收到上述发票后 60 日内，支付相应款项。

4. 技术规格及程序合规

4.1 供应商承诺严格按照采购订单和技术文件（若有）中详述的质量和规格，或按照国家或行业在任何情况下均强制执行的技术、安全和环境标准（提供货物或服务）。

4.2 供应商应遵守货物生产国和交付国或服务提供国的现行法律和法规的规定，包括制造、打包、包装、安全、消费者保护、尊重环境、货物交付和提供服务等方面的所有规则。供应商还应持有适用法律规定生产和/或提供货物或服务所需的所有授权、许可证和评级。包括机器、系统、工具或设备在内的所有货物，均应提供不少于 24 个月的良好运行保证。

4.3 供应商承诺随同所订购的货物一起向凯西交付所有技术文件，包括为该类型货物提供的任何类型的符合性证书。除非采购订单和任何技术文件中另有说明，否则货物应按照相关技术规格或最新标准进行生产；双方理解，若技术规格或标准程序出现任何变更，供应商必须在交付货物前通知凯西，凯西可自行决定是否确认购买，或在不产生额外费用、支出或任何形式的义务，且不影响损害赔偿的情况下，自由撤销订单。

4.4 未经凯西事先书面同意，供应商不得将货物的供应和/或服务的履行部分或全部转让或分包给第三方。在授权进行分包的情况下，授权的有效性取决于分包商是否严格履行所有健康与安全劳动法规，分包商是否为工人缴纳社会保险，是否遵守其他任何适用法律，以及分包商是否提交现行法规所要求的所有文件，包括社会保险和事故预防。在任何情况下，供应商均须对分包商所开展的活动向凯西负责。

5. 变更

5.1 在整个采购订单的有效期内，供应商承诺作出一切必要的变更，以遵守在此期间生效的强制性法律和/或法规。此类变更仍将由供应商全权负责。

5.2 另一方面，如果凯西认为有必要要求对合同和/或采购订单的原始条款作出变更，凯西将向供应商提出明确的书面请求，而供应商将承诺提供其最佳报价。只有在双方达成具体的书面协议后，才能开展这些额外的活动。

6. 知识产权和保密义务

6.1 供应商保证，就其所知，购买、使用和/或转售货物或向凯西提供服务，不侵犯任何第三方的知识产权。

6.2 除非下文另有规定，供应商承认，凯西是技术文件（若有）以及其所接受的供应商所开展之活动的结果的所有者，且凯西本身是有关其产品或活动的任何商业、技术、财务和经济信息的独家所有者，而供应商在执行契约关系期间可能会获知与之有关的信息。

6.3 供应商承诺对上述信息及文件保密，不得以任何方式披露，不得出于自身的利益或直接或间接为自身或第三方获取经济利益而使用它们。供应商的保密义务在此类信息和文件成为公共领域之前一直有效，除非违约系因供应商的任何故意或疏忽行为而造成的。除非另有书面规定，否则向供应商传递的所有信息均应视为机密。

7. 包装、运输和所有权的转移（如适用）

7.1 供应商应按照采购订单中注明的《2010年国际贸易术语解释通则》（如有）或其它贸易方式将货物运输至凯西提供的地址。除非另有规定，否则运输费用应由供应商承担。

7.2 供应商将承担货物在运输过程中以及在任何情况下直至交付之前可能出现的损坏或丢失风险。货物的所有权将在交货时转移给凯西，对于需要检测的货物，则在货物检测结果合格时转移给凯西。

7.3 货物的包装方式必须清晰可辨。包装类型应适合货物的种类。若是危险货物，则运输时必须遵守适用法律。

8. 货物的交付和服务的履行

8.1 供应商将在采购订单规定的时间内交付货物并履行服务。供应商承认并接受，交付货物和履行服务的按时性是至关重要的，因此必须严格遵守交货时间。

8.2 若在预定日期之前交货，凯西保留接受或退回货物的权利，费用由供应商承担。

8.3 若存在任何故障和缺陷，则应在自发现之日起 30 天的期限内报告。

8.4 在任何情况下，凯西均有权拒绝接受与采购订单和技术文件（如有）之规定不一致的货物或服务。

8.5 在交付不符合要求的货物或服务的情况下，凯西可在其方便的情况下：(i) 将不符合要求的货物退还给供应商，风险和费用由供应商承担；或 (ii) 要求供应商撤回不符合要求的货物，风险和费用由供应商自行承担；或 (iii) 要求供应商再次提供服务，但不得向凯西收费。所有上述情形均不影响凯西的任何其他权利，包括对任何进一步损害的赔偿以及终止契约关系。

8.6 供应商应全权负责对其人员进行指挥、控制和监督，必须确保服务以高质量的方式得以执行。

8.7 供应商负责任地声明，已履行并遵守与为提供货物或服务而雇用的人员有关的任何及所有缴费、福利和社会保障性质的义务，并在此意义上免除凯西在这方面的任何责任。

8.8 供应商对其雇用的人员（以及根据本通用采购条款的规定指定的任何分包商）在履行职责时的安全负有全部责任。

8.9 若供应商需要在凯西的场所开展活动，供应商承诺遵守凯西提供的所有安全程序。

8.10 凯西保留在任何时候要求供应商更换被认为不适合按照双方就所提供的特定货物或服务所定义并达成一致的质量标准开展活动的人员的权利。

9. 保险

9.1 供应商对其雇员和/或合作者和/或分包商开展活动时的安全负责，并应对他们在开展工作期间可能遭受的所有损害负责。

9.2 供应商还声明已为其与财产或人身伤害有关的责任购买了充分的保险，在投保范围和金额方面，足以满足与凯西商定的服务或货物的具体内容。供应商还应在契约关系期间续保。凯西可要求提供该保单及续保保单的副本以供核实。

10. 审核权

10.1 凯西在充分通知的情况下，保留在供应商办公室及使用的场所开展检查和审核的权利，且供应商承诺同意这种检查和审核，以核实生产过程、质量体系以及可能影响合同服务正确和及时执行的任何其他数据。

10.2 在上述检查和审核过程中所获得的所有信息将受本通用采购条款第6条“知识产权和保密义务”的约束。

11. 不可抗力

11.1 由于任何一方无法合理控制的情况，如全国罢工、封锁、爆炸、火灾、水灾、地震或其他自然灾害，导致未能或延迟履行本通用采购条款和/或订单项下的任何义务，双方不应承担任何责任或被视为违约。

11.2 如因不可抗力造成延误，供应商应向凯西发出书面通知，并尽可能准确地估计不可抗力影响的持续时间。然而，由于在不可抗力持续期间，凯西无法使用服务或货物，凯西保留立即终止向供应商购买的义务，并向第三方购买服务或货物的权利。

12. 退出、暂停和终止

12.1 凯西有权在任何时候以任何理由退出契约关系，但应至少提前十五（15）天发送书面通知。在这种情况下，凯西仅应被要求支付与供应商在退出时已经开展的活动有关的应付款项。如果一方发生任何类型的破产或清算，或在其部分或全部资产被债权人剥离的情况下，双方均有权终止契约关系。

12.2 若供应商违反本通用采购条款或采购订单和/或技术文件（如有）中规定的条款，而凯西放弃主张其索赔权，不应视为系统地弃权，也不应视为放弃追究进一步违反上述文件中规定的条款和条件或其他规定之行为的权利。

12.3 若供应商完全或部分未履行采购订单和/或本通用采购条款规定的义务，凯西有权通过书面通知后立即单方面终止契约关系；除采购订单中规定的处罚外，凯西仍有权就供应商不履行或不完全履行义务所造成的任何和所有损失获得赔偿。

13. 债权和合同的转让

13.1 供应商承诺不向第三方转让因提供货物和/或履行服务而产生的债权。

13.2 供应商承诺不会将凯西的任何未来采购订单转让给第三方。

14. 个人数据的处理

14.1 作为独立的数据控制者，双方同意在完全遵守国家有关按法律法规的情况下，处理其为执行采购订单而沟通的数据，并相互保证以下事项：

(i) 双方或代表双方行事的人员的身份和税务数据，以及例如直接扣款和当前银行账户的详细信息等其他信息，会因本条款和执行采购订单及法律义务之目的，被收集、记录、重新排序、存储、使用；

(ii) 上述数据会被传输给负责收款和付款的人员，以及负责审计财务报表的人员，以及公共当局、监督当局和/或负责法律履行的行政部门。此外，作为负责履行采购订单职能的一部分，数据可能由数据处理者或双方指定的处理者进行处理。

(iii) 如有任何第三方提出请求，希望行使与保护其数据有关的权利，或者监督机构提出涉及采购订单的任何请求，各方应及时通知另一方。

(iv) 数据将由双方和/或指定的数据处理者在各自的注册办事处进行储存，储存期限五年或法律或双方另行书面约定的合理期限（以其中最长期限为准）。保留期限届满后，应删除数据，或应一方的要求，将数据安全返还给该方。

14.2 除第 15.1 条规定的情况外，双方声明并确认，关于服务的履行，如果个人数据传输会导致依据隐私法要求一方担任另一方的数据处理者的情况，则不会发生此类个人数据传输。

15. 监管合规以及遵守《相互依赖准则》

15.1 供应商保证，采购订单中提到的活动将在完全符合现行法律和法规以及凯西《相互依赖准则》之规定的情况下进行，该准则的副本可在以下网站获得：

<http://www.chiesichina.com/Interdependence.pdf>

16. 条款的可分割性

16.1 若本通用采购条款项下的任何条款根据任何适用法律是非法、无效或不具效力的，则该条款应被视为从本通用采购条款中删除，并不会以任何方式影响其余条款的合法性、有效性或效力。

17. 遵守反腐败法律和相关义务

17.1 供应商声明了解并承诺遵守任何反贿赂法以及凯西反贿赂政策（该政策的副本可通过以下凯西网址查询和下载：<http://www.chiesichina.com/Anti-Bribery%20Policy.pdf>

17.2 供应商在履行服务时不得：

- 以违反任何适用的反贿赂法以及超越凯西反贿赂政策规定之限额的方式，向公务人员、第三方、凯西法定代表人、董事、员工（或任何代表凯西行事的人员）提供或承诺支付金钱、佣金、报酬或其他福利，包括礼品、招待或任何其他福利，即使为非物质性福利（除非可视为低价值的礼节性福利）；
- 与凯西法定代表人、董事或员工直接签订个人协议。

17.3 在任何情况下，供应商应立即联系凯西合规职能部门（电子邮箱地址 GroupCompliance@chiesi.com）：

(i) 根据上文第 18.2 条第(i)项所报告的任何请求或捐赠或承诺，

无论是否对此类活动是否符合凯西反贿赂政策的规定进行任何评估；

(ii) 涉及供应商的有关腐败、贿赂或任何其他危害公共财产行为的任何调查、行政诉讼、法律诉讼或其他程序。

17.4 双方认可，任何实质性违反本条或其中部分规定的行为均构成对本协议的重大违约。如果凯西收到合理表明违反第 18 条或其中部分规定的任何事实或法律程序相关信息或通知，则在不损害任何其他现有权利和救济的情况下，凯西可暂停履行或终止本协议，即时生效。

18. 适用法律和管辖法院

18.1 本通用采购条款应受中国法律管辖并以其进行解释。若因本通用采购条款而产生的或与之相关的任何争议无法通过双方友好解决，则应将争议提交至凯西所在地法院予以管辖。

19. 本合同一式两份，以中英文书就，如有不一致之处，以中文为准。