

**GENERAL CONDITIONS OF CONTRACT FOR PURCHASES TO BE MADE BY
JOHNSON & JOHNSON MEDICAL S.p.A.**

1. Premises

Any supplies furnished to Johnson & Johnson Medical SpA (hereinafter, the '**Customer**') shall be governed by the following general conditions, unless otherwise agreed upon and reported in writing in the Purchase Order.

Each supply shall only include the items specified in the Purchase Order and its attachments – if any.

These general conditions deviate from those on Supplier's invoices, letters, bills, notes, and so on, unless otherwise expressly agreed upon.

The Purchase Order shall be deemed to be duly accepted only upon return of the relevant acceptance letter duly signed by the Supplier.

2. References

Any communications and documents relating to the supply shall only be accepted by the Customer if the Purchase Order number and date are reported. When only a part of the ordered quantity is concerned in such communications or documents, the Order position number for the corresponding material shall also be mentioned.

3. Carrying out of the Supply

The Supplier undertakes to carry out the supply expertly by carefully complying with the Purchase Order instructions and the possible drawings, forms, samples, specifications, and standards referred to therein and/or attached thereto.

The Supplier must send any data, documents, and information whatsoever required in the Purchase Order to the Customer, in accordance with the procedure laid down therein. Such papers are an integral part of the Purchase Order for all purposes.

4. Verification at the Supplier's Premises

The Customer shall be entitled to send its representatives to inspect the Supplier's and sub-suppliers' (if any) Works at any time, without prior notice, and to request to carry out verifications and controls of the supply and its phases and procedures. Also, the Customer shall always be held indemnified against any liability or expense that may be incurred in connection with such activity. Should the controlled material not comply – totally or partially – with the Purchase Order instructions, the Customer will at any time be able to reject it.

5. Deliveries

Deliveries shall be made according to the procedure and terms indicated in the Purchase Order; these last must be considered a Supplier's fundamental clause. In case of delay in delivering even only a part of the supply, with respect to the terms of the Purchase Order, the Customer shall be entitled to cancel – by means of a simple written notification and without owing anything to the Supplier for any reason – the Purchase Order or the delayed part thereof, and to purchase the supply from a third party, in any manner that it may deem appropriate, charging the Supplier for any additional costs (if any). However, the Customer reserves the right to claim for damages, if necessary.

Furthermore, the Supplier binds itself to immediately return the money received as an advance, upon simple request and without any exception whatsoever.

However, it is settled that possible penalties will be fully applied, as per Purchase Order.

The Customer is exempted from the formalities and terms provided for in Articles 1516 and 1517 of the Italian Civil Code.

For the purpose of the Purchase Order, 'force majeure' solely consists of the following cases: strikes, wars, riots, natural calamities, acts of a Public Authority.

The Supplier shall inform the Customer in writing – within 48 hours – about the occurrence of one of the facts and events whose consequences may affect the terms and conditions of the supply, and, subsequently, shall prove their existence by means of a statement of the local Chamber of Commerce or other competent official Body.

Unless otherwise stated in the Purchase Order, all materials, appliances, and goods delivered free of carriage shall be covered by a suitable insurance policy, to be effected at the Supplier's care or expense, and valid for the entire duration of the transport and up to the point of delivery of the supply, as set forth in the Purchase Order.

6. Delivery Notes – Loading Wharfs and Packages – Recognized Weights

All goods shall be accompanied by delivery notes in duplicate. These delivery notes will be considered essential for the execution of the Purchase Order.

Each delivery note shall be related to the goods in only one Purchase Order, and report all references specified in 'References', as well as, when requested in the Order, the registration numbers, standardization acronyms, and commodity definitions drawn from the Order itself.

In case of partial delivery, it shall be stated whether a delivery in full or on consignment is concerned; in case of replacement of rejected goods or return of surplus materials received from the Supplier on account for manufacture, and the like, such circumstances shall be specified, together with the essential data of the Customer's original document.

Deliveries for which the above rules are not complied with may be refused by the Customer or the destination unit (if any) mentioned in the Purchase Order.

The package shall be suitable for the materials supplied and the means of transportation to be used. Any damages and expenses resulting from defective packaging shall be charged to the Supplier, even in the case in which the delivery of the material is agreed 'ex-work'.

In case goods are shipped on wood pallets to the ship to location as defined in this PO, the supplier shall ensure that such wood pallets comply with the following: Wood pallets must be constructed from lumber sourced from countries that prohibit the treatment of wood with any form of halophenol based chemicals (including but not limited to 2, 4, 6 trichlorophenol, 2, 4, 6 tribromophenol, any of the tetrachlorophenols, any of the tetrabromophenols and pentachlorophenol). Wood pallets used must have been heat treated only, in accordance with the Heat Treatment standards set forth in International Standards for Phytosanitary Measures Publication No. 15, 2009 Revision (ISPM 15). Additionally, the sourced lumber or finished pallets shall not be shipped or stored with pallets or materials that may contain the chemicals mentioned above. While ISPM 15 currently provides for the use of Methyl Bromide (MB), the use of pallets fumigated with Methyl Bromide is also prohibited. All wood pallets must be labeled with the HT stamp in accordance with ISPM 15 Annex II. These requirements are effective immediately. Failure to meet the above requirements of this paragraph may lead to rejection of shipments at supplier's expense.

The Customer shall only recognize the weights ascertained by the State Railways or, in lack of it, by a public weighbridge or, in the absence of it, by the weighing machine of the Customer or that at the destination unit mentioned in the Purchase Order.

7. Acceptance and Test of the Supply by the Customer

The Supplier states that, regardless of any approval or preliminary inspection whatsoever by the Customer during the course of the supply, the materials, appliances, and goods constituting the supply are free from manifest or latent defects of origin or of manufacture; are manufactured in compliance with any applicable legislative and regulatory provisions, and they all fully conform to what is established in the Purchase Order.

Anyway, the Customer is entitled to report the existence of defects in the supply within 30 days from their discovery.

In particular, as to the orders providing for analyses and tests to be performed by the Customer, the acceptance of the supply and the effective date of the term established in the previous subparagraph will be subject to such testing.

8. Warranty

The Supplier warrants that the materials, appliances, and goods forming the supply comply with their description and the specific requirements needed. In case of even partial dissimilarity, the Customer shall be entitled to immediately suspend payments, without any prior notice, excepting, however, the compensation for damages, if any.

Unless otherwise stated in the Purchase Order and in the documents relating to the supply, it is understood that the materials, appliances, and goods that constitute the supply are warranted for a minimum period of one year, starting from their receipt at the place of delivery provided for in the Purchase Order.

The Supplier warrants that the materials, appliances, and goods constituting the supply are in full working conditions. In default of the above, without prejudice to the right of the Customer to suspend payments immediately and without any prior notice, the Supplier binds itself to promptly and completely eliminate, at its own care and expenses, the inconveniences occurred, by providing for all the necessary repairs or replacements, excepting, however, the compensation for damages, if any.

In all the cases in which the Supplier will not immediately provide for the said necessary repairs or replacements, the Customer shall be entitled to have the necessary repairs/replacements performed directly by a third party, and to charge the expenses incurred to the Supplier itself, always without prejudice to the compensation for damages, if any.

In case of full or partial repairs or replacements of the materials, appliances, goods or parts of the supply, the warranty to be issued by the Supplier shall have the same duration as initially agreed for the supply, and start from the moment the Customer takes due note of the repair or replacement performed.

9. Invoices and Payment

Invoices will be issued in favor of:

Johnson & Johnson Medical S.p.A.

Via del Mare, 56

00040 Pratica di Mare, Pomezia RM

and will be sent by means of e-Invoicing procedure through the portal:

- <https://www.jnjgbs.com> (registration to portal is required)

For further info on J&J portal: <http://www.ap.jnj.com/emea/en/training-and-education>.

Supplier may contact services center (GBS Prague) for any issue concerning e-Invoicing, payment status or pending situations at number 0238591259

Payment methods and terms shall always be those indicated in the Purchase Order. In no case will drafts or interest charges that have not been specifically agreed in advance in writing be accepted, even if they are specified in the Supplier's general conditions of sale.

Johnson & Johnson Medical S.p.A. does not accept any assignment of receivables, mandate to collect or any other kind of delegation concerning the payment in whole or in part of the compensation.

10. Responsibility

Pursuant to laws in force, the Supplier shall be civilly liable for damages caused by the supply being executed.

Also on behalf of personnel executing the supply, the Supplier undertakes not to disclose, nor use for other purposes, technical and commercial information of any kind received from the Customer, and is liable towards the latter for any illegitimate disclosures.

Moreover, the Supplier undertakes to return all drawings, specifications, samples and documents received due to the Purchase Order immediately, at a simple request received from the Customer.

The Supplier warrants that the materials, appliances, and goods forming the supply have not been produced violating any patent rights, licences and also warrants the freedom and lawfulness, of any kind, for their being used and traded.

It consequently declares that it is the sole party liable, and binds itself to safeguard the Customer against any direct or indirect action brought by third parties.

The Supplier undertakes to pay all defence expenses and professional fees in any suits brought against the Customer due to the supply. In any case, said defence shall be left to the Customer's discretionary instructions. The Supplier generally undertakes to release and safeguard the Customer from all requests for payment and compensation brought by third parties against the Customer in connection to supply services, materials, appliances, and goods.

If there should be any seizures or executive actions taken against the Customer, the Supplier shall provide immediate surety to release and safeguard the Customer from any damages and obligations.

The Supplier hereby declares that it is aware of the content of Legislative Decree no. 231 of June 8 2001, and undertakes to abstain from any behavior that could be considered criminal pursuant to said Decree. Supplier non-compliance with said commitment and, however, the latter being contested a violation of regulations in said Legislative Decree 231/01, including any future amendments, constitutes serious non-compliance for which the Customer has the right to declare one or more Purchase Orders as terminated by right pursuant to and for the purpose of Article 1456 of the Italian Civil Code. This with no prejudice to the right to compensation for any damages and recovery of damages from the Supplier .

11. Confidential Information

During the execution of the supply, the Supplier and the Customer, also on behalf of their employees, shall keep private and confidential all the information, data, documentation, in whatever form provided, that are qualified as confidential and not intended to public spread (hereinafter, "**Confidential Information**").

The Supplier and the Customer shall take all necessary measures and, in particular, all legal actions necessary to prevent the spread and the use of Confidential Information.

Should the disclosure to third parties of Confidential Information was caused by acts or facts that are directly attributable to Supplier, Customer and/or their employees, the liable party shall indemnify the other party for any damage determined by the aforementioned disclosure.

The following information shall not be considered as Confidential Information:

- information already known by a party before the execution of the supply;
- information and document related - directly or indirectly - to the execution of the supply;
- public domain information.

The obligations under this article shall be effective even after the termination of the supply, and in any case as long as Confidential Information will not become of public domain.

12. Information on the processing of personal data

Pursuant to Article 13 of the Italian Legislative Decree 196/2003, including the 'Personal Data Protection Law', the personal data of the Supplier and its employees and collaborators, acquired or to be acquired by the Customer through the supply, shall be processed in compliance with the aforementioned law and with the confidentiality that duly inspires the Customer's activity . Said data will only be processed to manage the supply, from an accounts, administrative and operating point of view. Data will be collected on paper and then entered in one or more personal computer systems, linked in a local network and with the company's central servers. Said processing foresees that all or part of the data in question be communicated to third parties working with the Customer, in function of their role in managing the supply, and to external parties located abroad, also in countries that do not belong to the European Union.

The personal data referred to in these notes must be supplied. If said data should not be supplied the Customer will not be able to complete the purchase.

For what concerns data held by the Customer, the Supplier may always exercise the rights set forth in Article 7 of the aforementioned Legislative Decree 196/2003. In particular, having received confirmation through these notes of the Supplier's personal data being held by the Customer, and of the data processing logic and purpose applied, the Supplier may obtain from the data controller indicated below that said data be made available for it in an intelligible manner. It may also obtain that said data be cancelled, be made anonymous or that data processed in violation of the laws in force be blocked, that it be updated, rectified or, if of interest, that it be integrated. For legitimate reasons, the Supplier may also oppose its being processed.

The data is controlled by Johnson & Johnson Medical S.p.A., with registered office in Via del Mare, 56 – 00040 Pratica di Mare – Pomezia (RM). The personal data of those controlling data, appointed pursuant to Article 29 of the Legislative Decree 196/2003, can be found in a list that is continuously updated by the controller at the aforementioned address.

13. Renunciation

Any waiver (express or tacit) and/or inertia by each party to exercise any of the rights due to it through any contract subject to these General Conditions shall in no way constitute a waiver by the interested party to exercise said rights in the future.

14. Court of Law

The Court of Law of Rome shall be exclusively competent for any dispute arising over execution or interpretation of these General Conditions and any single Purchase Order. Italian law shall be applicable.

Read, approved and signed

Place, date: _____

The Supplier: _____

With specific and express approval, pursuant to and for the purpose of Articles 1341 and 1342 of the Italian Civil Code, of the following clauses: 4. Verification at the Supplier's Premises, 5. Deliveries, 6. Delivery Notes - Loading Wharfs and Packages - Recognized Weights, 7. Acceptance and Test of the Supply by the Customer, 8. Warranty, 9. Invoices and Payment, 10. Responsibility, 11. Confidential Informations and 13. Court of Law

Read, approved and signed

The Supplier: _____