

3. 对于具备一般纳税人资格的供应商, 欧彼乐不接受增值税普通发票。
4. 为了保证你的发票得到及时的兑付, 请在发票备注栏内备注本订单号码和与你联系的欧彼乐内部用户电子邮箱地址。
5. 请在开具发票前确保你提供的货品和服务已经通过欧彼乐内部用户的验收。
6. 对于不满足要求的发票, 可能会被退回。
7. 若根据现行税收政策的规定, 供应商提供的服务和/ 或产品已被纳入电子发票适用范围, 则供应商应上传一份发票, 且仅以电子形式通过欧彼乐中国网站 (<https://www.suppliers.opella.com/invoice-processes>) 上开票当日指定的发票接收途径发送给欧彼乐中国。不符合要求的发票可能会以电子邮件的形式退还给供应商。

通用条款和条件

本通用条款和条件适用于欧彼乐中国所购买的所有服务和产品。在本通用条款和条件中,“欧彼乐中国”指在中国建立的、和供应商订立订单以购买服务或产品的欧彼乐集团内的任何公司。“**供应商**”指和欧彼乐中国订立订单以提供服务或产品的任何自然人、法律实体或合伙企业。欧彼乐中国和供应商以下单独称为“**一方**”, 合称“**双方**”。

除非另有规定, 否则本通用条款和条件为欧彼乐中国和供应商所订立的每一份采购订单 (“**订单**”) 不可分割的组成部分, 供应商收到和/或履行订单, 应视为同意订单适用的通用条款和条件。供应商应通晓本通用条款和条件, 否则供应商应自行承担风险, 且不得以不知为借口获得救济。若本通用条款和条件与订单中的特别约定有不一致之处, 应以订单中的特别约定为准。如果欧彼乐中国与供应商另行签署了一份通用条款和条件, 或就提供订单项下的服务和/或产品另行签订了一份完整的协议, 则如果该通用条款和条件和/或该协议与本通用条款和条件有不一致之处, 以该通用条款和条件和/或该协议为准。

若供应商根据任何订单或本通用条款和条件**1**) 向欧彼乐中国提供任何服务或产品, 和/或**2**) 向欧彼乐中国出具发票, 和/或**3**) 要求欧彼乐中国支付任何款项, 即视为对该等订单和本通用条款和条件的接受, 且自欧彼乐中国发送该等订单和本通用条款和条件之日起, 该等订单与本通用条款和条件即共同构成对双方具有法律约束力且不可撤销的合同和法律文件。

1. 声明和保证

供应商在此声明和保证:

- (1)** 供应商有权向欧彼乐中国提供订单项下的服务和/或产品, 并已获得与订单中拟定的服务提供和/或产品销售相关的所有必需的许可、授权和批准;
- (2)** 供应商知悉, 欧彼乐中国作为医药公司对社会和患者负有重大的社会责任, 任何订单的履行中止或终止都可能对欧彼乐中国造成严重的不良后果 (尤其是业务连续性方面), 因此, 供应商应采取一切合理努力 (包括但不限于实施灾难恢复计划) 确保订单的持续履行。
- (3)** 供应商应根据所有适用法律、法规和政策, 履行其在本通用条款和条件及订单项下的义务; 遵守所有国内和外国的适用的反贿赂立法; 供应商不得使用童工; 供应商及其员工、代表和代理人不曾、且在订单及本通用条款和条件有效期内不会直接或间接地支付、承诺或提议支付任何金钱, 或转移任何有价值物品给 **(i)** 任何个人, **(ii)** 公司, **(iii)** 协会, **(iv)** 合伙, 或 **(v)** 公共机构, (包括但不限于任何前述组织的任何官员或雇员), 且该等机构或人员通过其官方身份或自愿行为而有能力通过不适当地履行其公共职能或业务活动而为欧彼乐中国影响, 确保或保留任何业务 (和/或向欧彼乐中国提供任何财务或其他利益), 且该等支付或转移带有以下目的或产生以下效果: 提供贿赂或商业贿赂、接受或默许敲诈勒索、提供回扣或者以其他非法或不正当的方式获取业务; 供应商将始终遵守本通用条款和条件之附件A《反贿赂承诺》;
- (4)** 供应商始终遵守欧彼乐中国的《行为准则》及《反贿赂政策》。供应商在此承认, 其已经从欧彼乐中国处收到了欧彼乐的《行为准则》及《反贿赂政策》。
- (5)** 供应商在履行本通用条款和条件及订单时并不存在违反欧彼乐中国关于利益冲突 (“**利益冲突**”) 的具体要求。供应商进一步承诺, 将在履行本通用条款和条件及订单的过程中严格遵守保护欧彼乐中国利益的所有条款及规定, 主动和/或配合欧彼乐中国识别、发现、披露、评估、调查和处理利益冲突, 以避免因利益冲突而使欧彼乐中国利益遭受 (可能的) 侵害。为

不论以上述何种方式, (潜在) 利益冲突一经发现, 供应商应按照欧彼乐中国指令行事 (包括但不限于中止执行、立即停止提供服务等), 不得继续代表欧彼乐中国做任何业务决定, 进行任何可能为欧彼乐中国招致费用 (包括服务费用) 的行为, 或实施任何影响欧彼乐中国业务决定的行为。否则, 应被视为违反本通用条款和条件及订单项下的保证义务, 从而应直接根据本通用条款和条件第**19**条承担违约责任。

订单和/或本通用条款和条件中止执行后, 欧彼乐中国将在合理时间内评估该等 (潜在) 利益冲突。在评估期间, 欧彼乐中国将暂停支付任何订单项下追溯至该等 (潜在) 利益冲突存在时所产生的任何费用; 该费用可用以抵扣供应商须按照本通用条款和条件第**19**条承担违约责任时应支付的赔偿金额。欧彼乐中国最终根据评估结果:

- 1)** 选择继续履行订单和本通用条款和条件 (同时也可要求供应商纠正违反利益冲突的行为, 若有; 和/或要求供应商采取必要措施, 进一步防止 (潜在的) 违反利益冲突的行为); 或
- 2)** 终止订单和/或本通用条款和条件; 要求供应商按照本通用条款和条件第**19**条承担违约责任; 以及寻求管辖法律所赋予的其他救济。

(6) 若根据欧彼乐中国的要求, 供应商指定其雇员或分包人 (“**服务人员**”) 在欧彼乐中国的办公场所进行 (“**驻场服务**”) 或其它地点提供服务, 则供应商应确保其驻场服务的服务人员**1)** 严格遵守欧彼乐中国关于设备设施访问、卫生、安全、环境等方面的规章制度;**2)** 发现任何可能导致人员或设备的环境、健康和/或安全方面风险的事件时立即通知欧彼乐中国;**3)** 不对其他同时为欧彼乐中国提供驻场服务的人员造成不良影响或障碍;**4)** 仅可使用欧彼乐中国提供的办公用品 (“**办公物品**”), 包括但不限于笔记本电脑、平板电脑等) 提供服务; 且**5)** 在停止驻场服务当日归还办公室门禁卡, 并于停止驻场服务后的十 (10) 个工作日内归还驻场服务期间临时借取的所有欧彼乐中国的办公物品。服务人员归还前述办公物品之前, 欧彼乐中国有权拒绝向供应商支付与该服务人员相关的订单项下的款项或抵扣全部或部分押金 (如有)。

供应商知悉并确认:

- 1)** 若服务人员违反以上任何一条规定, 欧彼乐中国有权立即驱逐相关服务人员, 和/或终止相关订单;
- 2)** 若服务人员在驻场服务终止后十 (10) 个工作日内未归还办公物品的, 欧彼乐中国将向供应商发送警告通知, 并根据具体情况向该服务人员发送警告通知;
- 3)** 若服务人员在驻场服务终止后二十 (20) 日内未归还办公物品的, 欧彼乐中国将向供应商发送律师函, 并根据具体情况向该服务人员发送律师函。
- (7)** 在本通用条款和条件及任一订单生效期间的任何时候, 如果供应商所处环境、其知识或认知发生了变化, 以致其不能在相应的时间重复上述保证, 则供应商将立即通知欧彼乐中国该等情况。

2. 交付

(1) 交付

除订单特别约定外, 供应商应自担费用将订单项下的产品/服务运至订单指定的交货/服务地址。在欧彼乐中国对产品/服务进行验收后并接受产品/服务后, 视为供应商完成交付。

(2) 交付时间

供应商应严格根据订单中规定或提及的时间表, 并按照订单项下规定的准确数量和地址交付。除非另行说明或已就另一时间段取得欧彼乐中国的事先的书面批准, 交付应在周一至周五上午九时至下午六时的工作时间进行。如交付全部或部分延迟或供应商知晓交付可能全部或部分延迟, 供应商应立即通知欧彼乐中国, 告知延迟原因和预计交付的时间。

若发生交付延迟, 每逾期一日, 欧彼乐中国可向供应商收取延迟部分产品/

本条之目的，欧彼乐中国员工包括欧彼乐中国为本通用条款和条件及订单之目的代理和代理之员工（以及该等代理/员工的亲属或伙伴）；供应商包括供应商实际控制人、股东、关联公司及其为本通用条款和条件及订单之目的代理、供应商员工及供应商派驻至欧彼乐中国的服务人员。一旦意识到有（潜在）利益冲突的存在，供应商应立即通知欧彼乐中国，并在三（3）个工作日内提供书面说明和相关支持材料，以充分披露该等（潜在）利益冲突，供欧彼乐中国评估、调查和处理。

若供应商未履行该等披露义务，则应被视为违反本通用条款和条件及订单项下的保证义务，从而应直接根据本通用条款和条件第19条承担违约责任。

欧彼乐中国也可能自行识别、发现和披露（潜在）利益冲突的存在。

4. 包装

产品或交付物的包装应符合订单项下约定的方法。若没有约定的包装方法，应当按照通用的方式包装，或若无通用方式，则应当采取足以保护产品或交付物的方法包装。

5. 付款

（1）费用及付款安排

订单及本通用条款和条件项下的款项，应按照订单规定的时间表，在欧彼乐中国收到相关正式发票后一百二十天（120）日内通过电汇方式支付至供应商在中华人民共和国（香港特别行政区、澳门特别行政区及台湾地区除外）区域内一家银行开立的账户。若供应商未履行其在订单和本通用条款和条件项下的任何义务，欧彼乐中国有权拒绝任何付款。

双方应根据适用的法律法规支付各自的税款和费用。

订单项下的款项是全部的且是最终的，欧彼乐中国没有义务就供应商在订单和本通用条款和条件项下承担的义务支付任何额外报酬或费用，但欧彼乐中国事先同意的除外。

（2）电子发票

若根据现行税收政策的规定，供应商提供的服务和/或产品已被纳入电子发票适用范围，则供应商应上传一份发票，且仅以电子形式通过欧彼乐中国网站（<https://www.suppliers.opella.com/invoice-processes>）上开票当日指定的发票接收途径发送给欧彼乐中国。

该已上传的电子发票应包含适用法律和税务部门所要求的全部要素/内容（例如：关于交付商品/服务的描述等）以及使得欧彼乐中国能够通过欧彼乐中国网站（<https://www.suppliers.opella.com/invoice-processes>）上开票当日指定的发票接收途径处理发票的该等要素/内容（例如：采购订单号码等）。欧彼乐中国明确要求无须发送纸质发票，且供应商知悉发送纸质发票可能对供应商纳税产生一定影响。只有通过指定接收渠道收到的电子文档才被认定为有效的原始发票。通过其他方式发送的发票（例如：纸质发票）以及未包含上述全部要素/内容的发票均不会被接受或处理。不符合要求的发票可能会以电子邮件的形式退还给供应商。

6. 保密

（1）在本通用条款和条件中，“保密信息”系指涉及欧彼乐中国和/或欧彼乐中国关联公司的所有信息，无论其是否被标记为“保密”，包括但不限于(i)欧彼乐中国直接或间接向供应商披露的专有技术、数据、规范、文件、技术、工艺、材料、产品样品、设备、客户名单、价格、商业策略、业务计划、业务经营、审计结果或其他信息；(ii)欧彼乐中国的任何代表、员工或代理人向供应商提供的信息；(iii)供应商在参观欧彼乐中国的设施时，通过观察、会谈或其他方式获得的信息；(iv)供应商和/或欧彼乐中国在订单及本通用条款和条件履行过程中开发的信息或其他工作产品；和(v)欧彼乐中国对第三方负有保密义务的信息。

（2）供应商应承担以下保密义务：

a) 供应商对保密信息应严格保密，且不得向任何第三方或本通用条款和条件项下未授权的任何人员散布、披露、传播保密信息；

服务含税价格的1%作为滞纳金。欧彼乐可直接将该滞纳金从订单项下的应付款项中扣除。如逾期超过十五日，欧彼乐中国可立即终止采购订单且不承担任何违约责任。

（3）所有权和风险

供应商提供的产品的所有权和风险在供应商完成交付时转移至欧彼乐中国。

3. 质量

供应商提供的服务和/或产品应符合订单规定的质量要求。若供应商提供质量说明，交付物或产品应符合其中规定的质量要求。若没有约定的质量要求，则应符合国家标准或行业标准；若没有国家标准或行业标准，应符合通常标准或符合订单目的的任何特定标准。

若产品和服务不符合上述质量要求，欧彼乐中国有权要求供应商自担费用通过修理、更换、重做、接受退还的产品和/或交付物，和/或降低价格或报酬等方式承担违约责任；欧彼乐中国也有权选择自行或通过第三方先行采取补救措施，供应商应承担前述补救措施相关的费用，且应给予欧彼乐中国协助和配合。

除非订单、产品说明或法律法规另有规定，供应商应就订单项下的产品或服务（如适用）向欧彼乐中国提供一年的免费维修和维护保证期。

知识产权应包括有助于识别、辨别产品或服务单一来源或被单一来源控制的任何技术、专利、专有技术、商标、商业包装、商号、域名或其他标志。知识产权应包括计算机软件和数据中任何性质的全部权利，与上述权利性质相似的全部无形权利或特权（在任何情况下无论其位于世界任何地点，也无论其是否登记），以及上述权利任何申请和准予注册过程中的全部权利。

（2）任一方向和/或任一方的关联公司在任一订单履行前拥有、开发或被许可的，并用于履行订单的所有数据、文件、信息、专有技术、商业秘密、专有方法和解决方案、软件和其它项目，以及所有与之相关的知识产权（统称为“在先权利”）仍归该方或该方的关联公司、许可人或供应者所有，并且该方或该方的关联公司、许可人或供应者保留其所有权。尽管有上述约定，如果供应商在任一订单履行前拥有、开发或被许可的该在先权利对于使用或开发任何需交付的成果是必不可少的，供应商在此授予欧彼乐中国及其关联公司非独占的、不需缴纳许可费的在全球范围内永久使用与供应商工作成果有关的该在先权利的权利。

（3）欧彼乐中国和/或其关联公司应为供应商在订单项下生成并提交的所有交付成果以及与之相关的所有知识产权的独家所有人。除支付订单约定的服务费之外，欧彼乐中国及其关联公司不需向供应商支付任何额外费用或许可费即有权任意使用上述工作成果。供应商在此不可撤销地向欧彼乐中国和/或欧彼乐中国的关联公司转让其在订单项下的工作成果的所有权和所有与工作成果相关的知识产权。转让权利应包括：在该知识产权存续期间全球范围内的以任何方式、为任何媒体、在任何介质和通过任何程序（不论已知还是未知）的所有复制、演示、修改和翻译的权利以及所有的使用权。该转让的对价已包含在欧彼乐中国或其关联公司向供应商支付的服务费中。

（4）供应商保证工作成果不侵犯任何第三方的知识产权，也不违反任何适用的法律或法规；因此，若供应商有过错，欧彼乐中国及其关联公司不应承担任何原因的被起诉的风险。尽管供应商作了该保证，如果发现需交付的成果侵犯了任何第三方的知识产权，并且欧彼乐中国和/或其关联公司、代理人、合作伙伴或转包人因使用该交付的成果也被牵扯其中，供应商应自行解决第三方索赔的诉讼和谈判，费用由供应商承担。供应商应就任何该索赔和诉讼为欧彼乐中国及其关联公司辩护并使其免受损害，并承担欧彼乐中国和/或其关联公司在争议解决或裁决中所需承担的所有费用（不论是一次性的付款或持续的许可使用费）。

（5）本通用条款和条件因任何原因终止或期满后，本条约定仍然全面持续有效。

8. 保险

在适用的情况下，供应商应自担成本就其在本通用条款和条件和/或任何与之相关的订单项下的责任和义务购买保险（包括但不限于综合责任险、产品责任险等），并保持该等保单有效；如该等保单发生任何变更或终止，供应商应提前十（10）个工作日通知欧彼乐中国，并和欧彼乐中国协商应对方案。

b) 供应商不得将保密信息用于除履行订单及本通用条款和条件之外的任何其他目的；

c) 未经欧彼乐中国事先书面同意，供应商不得在其自身运营中使用保密信息，且不得将保密信息用于从事任何商业活动；

d) 供应商应将保密信息的接触和使用限于为便于实现经授权的订单及本通用条款和条件目的而确实需要知悉的供应商董事、管理人员、员工、服务人员及代理人，且应确保其获悉保密信息的董事、管理人员、员工和代理人对保护保密信息负有与供应商同等的义务。供应商应就该等人员对保密信息的任何不当披露或使用向欧彼乐中国承担责任；

e) 在订单履行完毕和/或欧彼乐中国提出书面请求后的六十(60)日内（并根据欧彼乐中国的自主决定），将供应商、任何其他代理人或供应商（如适用）所持有的保密信息原件或复制件或归还给欧彼乐中国，或予以销毁（并提供书面确认）；以及

f) 对保密信息的保护给予至少与自身保密信息同等程度的注意，并采取合理措施降低保密信息未经批准披露的风险。

(3) 本保密义务在相关订单及本通用条款和条件期限内以及订单及本通用条款和条件期限结束后的十(10)年内保持全面有效。

(4) 欧彼乐中国有权就订单和/或订单项下的交付成果和/或与供应商之间的商业关系进行公布或交流（包括但不限于发布媒体信息）。

7. 知识产权

(1) 在本通用条款和条件中，知识产权指任何发明、发现、改进、实用新型、著作权作品、工业设计或集成电路布图设计、算法、数据结构、商业秘密或专门技术、保密信息或任何具有商业价值的意见之上的任何和全部权利。

2) 供应商保证其不会使用非法或未经授权的数据以向欧彼乐中国提供产品和/或服务；其在向欧彼乐中国提供产品和/或服务过程中所使用的所有数据均未侵犯任何第三方的合法权益。如果供应商涉及向欧彼乐中国分享数据，供应商在将数据传输至欧彼乐中国前应保证其传输的数据是完整的、准确的和最新的，且供应商已获得履行本通用条款和条件所需的任何和所有同意，并且供应商可以将取得该等同意的书面证明分享给欧彼乐中国。

3) 如果欧彼乐中国和/或其关联公司、执行人、董事、雇员、代理人或受让人向供应商提供数据，供应商应仅将该等数据用于本通用该条款和条件项下之目的，不当进一步处理或向任何第三方披露，除非事先获得欧彼乐中国的同意。

4) 供应商应当遵守，并促使其关联公司、雇员、分包商（如欧彼乐中国提前指定和同意的）遵守本协议项下和相关数据处理协议或条款（如有）的约定和适用数据保护法律。如相关政府机关就本协议项下产品和/或服务开展问询、调查、执法或其他政府程序的，供应商应尽力予以配合。

如适用数据保护法律要求，供应商将和欧彼乐中国就特定数据处理行为另行签署相关协议或条款，约定相关数据处理行为的目的、期限、范围、方式等，并确保严格遵守。

(2) 如供应商的服务适用GDPR，在不违反本条第(1)款的前提下，还应遵守<https://www.suppliers.opella.com/>项下所示的要求。

(3) 供应商应当赔偿欧彼乐中国及相关主体，所有因供应商违反法律法规，本通用条款和条件和相关数据处理协议或条款（如有）的约定导致欧彼乐中国及相关主体所遭受的任何成本、罚款、索赔、费用，无论其如何产生的。

13. 全球契约组织 — 透明度 — 受限制方筛查 — 冲突矿产

(1) 全球契约组织。欧彼乐是联合国全球契约组织(<https://www.unglobalcompact.org>)成员，承诺践行人权、工作条件、环境保护、反贿赂领域的基本原则。欧彼乐中国和供应商之间的任何订单关系均建立在供应商尊重前述基本原则，以及欧彼乐中国包含该等基本原则的特定行为准则（例如欧彼乐供应商行为准则，详见<https://www.suppliers.opella.com/code-of-conduct> 欧彼乐合规准则，详见<https://www.suppliers.opella.com/code-of-conduct>

(2)) 的基础之上。供应商应设置完善的内部规则、工具和考核指标以确保在履行订单的过程中遵守上述原则和/或行为准则。欧彼乐中国有权自行或通过双方认可的第三方对供应商在本条项下行为的有效性进行评估。

(3) 透明度。在适用的情况下，欧彼乐中国有权根据人际关系透明度相关的

9. 环境保护

供应商应遵守所有适用的环境保护相关的法律法规，包括但不限于《中华人民共和国环境保护法》、《危险化学品安全管理条例》、REACH Regulation (EC 1907/2006) / CLP Regulation (EC 1272/2008) / BPR Regulation (EU 528/2012) / IED Directive 2010/75/EU。

10. 信息安全和质量措施

供应商应自行遵守并促使其人员、代表、关联公司或分包人也遵守欧彼乐中国的信息安全和质量措施，该等措施详见<https://www.suppliers.opella.com/>，且可由欧彼乐中国不时修改。

11. 药物警戒

若订单涉及欧彼乐中国的任何产品，供应商和欧彼乐中国应遵守特定的药物警戒条款，该等药物警戒条款详见<https://www.suppliers.opella.com/>，且可由欧彼乐中国不时修改。

12. 数据保护

(1) 对于供应商在提供本通用条款和条件项下的产品和/或服务时所涉及的个人和其他数据（统称为“数据”）的处理行为（包括数据的收集、使用、存储、处理、转让、共享等），供应商在此向欧彼乐中国声明和保证：

1) 供应商陈述并保证其将遵守所有与数据处理行为相关的法律法规（“适用数据保护法律”）包括但不限于《中华人民共和国网络安全法》、《中华人民共和国数据安全法》、《中华人民共和国个人信息保护法》等。

供应商同意对该等调查予以充分配合，并且该等调查的范围、方法、性质和持续时间应由欧彼乐中国自行合理决定。

若欧彼乐中国经审计发现供应商存在问题，供应商应立即自行承担花费采取补救措施以符合欧彼乐中国的要求。

如任何对供应商的运营有管辖权或在其中有利益的主管机关对供应商的记录、运营及场所设施、系统和/或程序进行或通知供应商其有意进行任何审计、检查和/或调查，供应商将把该等已进行或已提议的行动尽快详尽通知欧彼乐中国。

16. 无效

若订单或本通用条款和条件中的任何条款在任何方面，根据任何法律被认定或成为无效、不合法或不可执行，订单或本通用条款和条件的其余条款的有效性、合法性和/或可执行性不应受到任何影响或损害。

17. 独立性

供应商在订单及本通用条款和条件项下履行的任何工作应被视为其作为独立合同方而非作为欧彼乐中国的员工、合伙人或代理人履行的工作。因此，未经欧彼乐中国的事先书面同意，供应商无任何明示、暗示或表现的授权，以代表欧彼乐中国作出任何行为或作出任何对欧彼乐中国具有约束力的行为。

18. 不可抗力

若由于任何不可预见、无法避免、无法克服和超出各方合理控制之外的原因（包括但不限于火灾、战争、暴乱、破坏、政府行为或法律法规变更）造成任何一方未能履行其义务，任何一方均无需对另一方承担订单及本通用条款和条件项下的责任。

若任何一方由于不可抗力无法履行订单和本通用条款和条件，该方须积极采取措施减轻不可抗力的影响，及时通知另一方以便减轻另一方可能遭受的损失，并应在合理的时间内提供不可抗力的证明。在不可抗力情形消失后，双方应立即恢复履行义务。

若自上述通知之日起，该等不可抗力情形持续或预计持续超过一(1)个月，各方应相互协商以找到一个可为双方接受的解决方案。若一方不接受解决方案，且不可抗力将自上述一个月期限结束起持续或预计持续超过一(1)个月，则可通知提前一(1)个月发出书面通知终止相关订单和/或本通用条款和条件，而无需任何法律程序。

19. 违约责任

供应商理解，对订单和本通用条款和条件中所包含的任何承诺和/或义务的违约（无论因供应商本身导致，还是因供应商人员、代表、关联公司或分包人导致），可使欧彼乐中国（包括其人员、代表、关联公司或其他相关第三方）遭受无法通过赔偿充分补偿的各种形式的直接或间接损失。欧彼乐中国除有权对供应商就订单和本通用条款和条件的违约所造成的损失主张赔偿金，还有权寻求对供应商的禁止令，且该等权利可作为欧彼乐中国

法律法规对外公布订单的存在,以及订单项下支付给供应商的费用金额。

(4) 受限制方筛查。供应商应遵守任何适用的贸易法规(包括但不限于与贸易禁运和被禁运国家有关的法规),并应采取一切必要措施不和受到任何(国家或国际层面)制裁或类似限制的实体或个人合作。

(5) 冲突矿产。供应商在生产任何订单项下产品的过程中,不应使用,或不应允许使用,任何(a)来自于刚果民主共和国(“刚果”)或相邻国家的锡石、钽铌铁矿、金矿、黑钨矿或锡、钽、钨衍生物(“基本冲突矿产”),或(b)任何被美国国务院根据1934年证券交易法的第13p条认定将为冲突提供资金支持的其他矿产或矿产衍生物(“额外冲突矿产”),与“基本冲突矿产”合称为“冲突矿产”。尽管有前述规定,如果供应商已经使用或决定使用任何冲突矿产,以生产任何订单项下的产品,供应商应立即书面通知欧彼乐中国。该等通知应包括冲突矿产使用的描述,包括但不限于,冲突矿产是否会体现在产品的任何部分(包括微量部分)中,以及被使用的冲突矿产的有效原产地证明。供应商必须有能力证明,在准备和提交原产地证明方面,其已进行了合理的原产国问询,并完成了尽职调查流程。

14. 通知

任何一方在订单及本通用条款和条件项下可能要求的或需要发出的任何通知,应以面交、邮资预付带回执的邮件、挂号信或电子邮件的方式发出。除本通用条款和条件另有约定外,若以电子邮件方式发出,应再以其他方式追加一份通知。

以面交方式发出的通知,在发出当日视为收到。以邮资已付的带回执的邮件或挂号信的形式发出,在发出后第五日视为收到。以电子邮件方式发出的通知,在发送人服务器显示发送成功时视为收到。如上述视为收到的时间为非工作日工作时间(上午九点至下午六点),则在下一个工作日工作时间内视为收到。

15. 审计

在本通用条款和条件有效期内(以及本通用条款和条件终止后三(3)年内),在提前十(10)天通知供应商的前提下,欧彼乐中国(或其指定的代表)有权在正常工作时间内,由欧彼乐中国自行承担合理花费,对供应商的运营情况及记录(在该等事项与供应商履行其在本通用条款和条件及订单项下的义务有关的范围内)进行调查和/或审计。

(3) 若有以下情形之一发生者,欧彼乐中国有权通过提前十(10)日以书面方式通知供应商,选择暂时中止或终止本通用条款和条件之全部或部分,且不减免其依协议或法律所得主张之权利或救济:

a) 供应商通过解散的决议或法院下令供应商解散,或者供应商向法院申请破产或不能于其遭到任何破产申请之日起三十(30)日令该申请撤回;

b) 供应商成为或被宣告资不抵债,或召开债权人会议或与债权人作出任何安排或和解的提议,或依据破产法或类似法律的要求作出任何其他安排;

c) 供应商歇业(或停止其主要业务)或有歇业(或停止其主要业务)的风险,或者处置或可能处置其全部或主要业务、财产或资产,或已经停止或可能停止偿还其债务。

(4) 若本通用条款和条件和/或与之相关的订单终止,供应商应依照欧彼乐中国的要求向其返还、转让或销毁所有相关的欧彼乐中国数据、信息或资料。

23. 修改

订单及其附件以及本通用条款和条件构成双方之间就订单和本通用条款和条件的标的达成的完整协议,并取代之前有关该标的的所有声明、保证、协议或承诺。除订单和本通用条款和条件中包含的以外,任何其它声明、保证、协议或承诺均无效。双方同意,根据适用的法律法规和/或欧彼乐集团政策的要求,欧彼乐中国可能不时修改本通用条款和条件并书面通知供应商,供应商应在规定时间内回复确认,如供应商未在规定时间内进行任何回复和/或实际向欧彼乐中国提供了任何服务或产品,应视为同意更新后的通用条款和条件;如供应商在规定时间内书面提出异议,双方应协商解决方案(包括但不限于终止订单、额外签署协议)。除本条另有规定外,除非经双方以书面方式同意,否则对订单和本通用条款和条件作出的任何修改对双方均不具约束力。

24. 转让

未经欧彼乐中国事先明确书面同意,供应商不得向任何第三方转让、委托、出让、分包、抵押或以其他方式处置其在订单及本通用条款和条件项下的所有或任何权利或义务。供应商违反本条款规定作出的任何转

对该等违约享有的任何其它救济的附加或补充。

欧彼乐中国还有权根据本通用条款和条件项下的“终止”条款终止本通用条款和条件和/或任何与之相关的订单。

20. 无弃权

任何一方就订单和本通用条款和条件中的任何条款给予另一方的宽容,不得视为对该等条款的放弃,亦不得影响该等条款或本通用条款和条件中任何其它条款以后的执行。

21. 效力

欧彼乐中国的所有订单和本通用条款和条件将通过电子订单系统以邮件形式发送到供应商指定的邮箱供供应商。若供应商根据任何订单或本通用条款和条件1)向欧彼乐中国提供任何服务或产品,和/或2)向欧彼乐中国出具发票,和/或3)要求欧彼乐中国支付任何款项,即视为对该等订单和本通用条款和条件的接受,且自欧彼乐中国发送该等订单和本通用条款和条件之日起,该等订单和本通用条款即共同构成对双方具有法律约束力且不可撤销的合同和法律文件,并在该等订单规定的有效期内持续有效。据前述条款生效的订单和本通用条款和条件不再由双方另行安排盖章和签字。为免疑义,若供应商未根据订单或本通用条款和条件向欧彼乐中国提供任何服务和产品,则该等订单和本通用条款和条件对双方均不具有任何法律约束力。

22. 终止

(1) 无论任何原因,欧彼乐中国有权通过提前四十五(45)日书面通知的方式终止本通用条款和条件和/或所有与之相关的订单,除应向供应商承担的责任仅限于就供应商经过欧彼乐中国书面同意开展且已经欧彼乐中国认可的部分支付相应的补偿费用外,欧彼乐中国方无需承担任何违约责任。

(2) 若供应商违反其在本通用条款和条件下的供应商声明和保证、保密、个人信息保护、合规、利益冲突相关义务,欧彼乐中国有权立即终止本通用条款和条件和/或所有与之相关的订单;若供应商违反其在本通用条款和条件下除前述义务外的其他义务,欧彼乐中国有权书面通知供应商予以纠正,若供应商在接到通知后十(10)日内仍未纠正,欧彼乐中国亦有权终止本通用条款和条件和/或所有与之相关的订单。此时除应向供应商承担的责任仅限于就供应商经过欧彼乐中国书面同意开展且已经欧彼乐中国认可的部分支付相应的补偿费用外,欧彼乐中国方无需承担任何违约责任。

附件 A

反贿赂承诺

供应商特此保证、陈述并承诺:

1. 其将遵守所有国内和外国的适用的反贿赂立法(“反贿赂要求”);且其未曾也将不会直接或间接地支付、承诺或提议支付任何金钱,或转移任何有价物品给(i)任何个人,(ii)公司,(iii)协会,(iv)合伙,或(v)公共机构,(包括但不限于任何前述组织的任何官员或雇员),且该等机构或人员通过其官方身份或自愿行为而有能力通过不适当地履行其公共职能或业务活动而为欧彼乐中国及其关联公司影响、确保或保留任何业务(和/或向欧彼乐中国及其关联公司提供任何财务或其他利益),且该等支付或转移带有以下目的或产生以下效果:提供贿赂或商业贿赂、接受或默许敲诈勒索、提供回扣或者以其他非法或不正当的方式获取业务

2. 其或其任何负责人、管理人员、雇员、代表、代理或缔约方均未:

(a) 曾因任何涉及贿赂或腐败,和/或欺诈或欺骗的行为而被宣判有罪;

(b) 曾经或正在成为任何政府、管理或监管机构发起的任何就反贿赂要求项下的违反或声称的违反进行的任何调查、问询或执行程序的对象;或

(c) 曾经被任何政府机构列为被取消资格、被暂时吊销资格、被提议暂时吊销资格或取消资格、或因其他原因没有资格参与政府采购项目或其他政府合同;

3. 如果供应商的任何负责人、管理人员、雇员、代表、代理或缔约方是或成为公共官员、任何公共组织的官员、政党的官员或公共职位的候选人,其将立即通知欧彼乐中国;

4. 其已有,且将在所有订单和本通用条款和条件生效期间始终保持其自有的反贿赂政策及程序以确保符合反贿赂要求(包括但不限于相关及日常的对雇员的反贿赂培训以及一项反贿赂监管流程),并将在适当的情况下予以

让、委托、出让、分包、抵押或其他任何方式的处置行为（上述每一行均在本段中以下统称“分包”）均无效且无任何法律效力。任何经批准的分包所采用的条款和条件应与相关订单和本通用条款和条件（以及根据其规定不时作出的修改）所包含的条款和条件相同，且供应商应对其受让人、受委托人、受让人和分包人的活动承担全部责任，并应继续对其在相关订单及本通用条款和条件项下的任何和全部责任和义务的适当履行承担全部责任（上述每一被批准方以下称为“分包人”）。供应商将承担与任何分包以及分包人无论是否出于故意的任何作为、不作为、过失、疏忽相关的和/或由此引起的全部费用、支出和损害。

若出于任何合并、收购、重组、合伙关系、许可协议或其它原因，欧彼乐中国可将订单和/或本通用条款和条件转让给一家关联公司或与其业务有利益关系的承继方，但条件是该等受让方须受相关订单和/或本通用条款和条件中规定的条款和条件的制约。供应商承诺，经欧彼乐中国要求，签署使该等转让符合法律和行政规定所需的任何文件。

在本通用条款和条件中，关联公司系指直接或间接地受欧彼乐（注册于法国巴黎，工商注册号码：**395 030 844 RCS PARIS**）控制、控制欧彼乐或与欧彼乐处于同一控制之下的任何公司、合作伙伴或其它实体。“控制”一词系指直接或间接持有该等公司、合作伙伴或其它实体50%以上的注册资本或表决权。

25. 管辖法律

订单和本通用条款和条件的效力、解释和履行在各个方面均受中华人民共和国法律管辖并据此解释。

26. 争议的解决

双方在采取任何法律行动之前应尽力通过友好方式解决双方之间发生的任何争议。若双方无法达成友好解决方案，双方同意将争议提交至上海具有管辖权的法院作出裁决。

执行；

5. 供应商已向欧彼乐中国和/或其代表提供的与订单和本通用条款和条件项下欧彼乐中国对供应商的委托有关的所有信息过去是，现在仍然是及时、准确并完整的；

6. 其将保留最新的其与任何订单和本通用条款和条件相关的所有活动的记录至少七（7）年，并根据欧彼乐中国的要求提供这些记录以供检查。在不影响上述一般性原则的前提下，此项义务将延伸至供应商就任何订单和本通用条款和条件所作的所有付款的记录。供应商将确保该等会计账簿和记录是充分的并足以使欧彼乐中国能够核查供应商对本附件的遵守情况；

7. 当一位外国公职人员（由反贿赂要求定义）成为供应商的一位管理人员或雇员，或在供应商处获得任何直接或间接的股权时，供应商将立即通知欧彼乐中国该等情况（供应商保证在订单和本通用条款和条件签署日时，没有任何外国公职人员担任供应商的管理人员或雇员，或作为供应商的直接或间接的所有人）；

8. 在所有订单和本通用条款和条件有效期内（以及所有订单和本通用条款和条件终止后三（3）年内），在提前十（10）天通知供应商的前提下，欧彼乐中国（或其指定的代表）有权在正常工作时间，由欧彼乐中国自行承担合理花费，对供应商的运营情况及记录（在该等事项与供应商履行其所有订单和本通用条款和条件项下的义务有关的范围内）进行调查和/或审计。供应商同意对该等调查和/或审计予以充分配合，并且该等调查和/或审计的范围、方法、性质和持续时间应由欧彼乐中国自行合理决定；

9. 在未获得欧彼乐中国事先书面同意的情况下，其将不会转让、授权、分包、转移、抵押或以其他方式处置其在所有订单和本通用条款和条件项下的所有或任何权利和责任。供应商同意：欧彼乐中国的任何该等同意将不免除供应商在所有订单和本通用条款和条件项下的任何责任或义务，且供应商应当对其分包商、代理人或雇员的行为、疏忽、违约或过失承担责任，如同该等行为、疏忽、违约或过失是供应商自己作出的一样。供应商将尽可能确保其在本附件项下的所有责任和义务都将被涵盖在其与任何分包商或代理人订立的任何合同中；且

10. 在所有订单和本通用条款和条件生效期间的任何时候，如果供应商所处环境、其知识或认知发生了变化，以致其不能遵守本附件中所列的保证，其将立即通知欧彼乐中国该等情况。

供应商对本附件中所列条款的违反反应被视为对订单和本通用条款和条件的重大违约，在此情况下，

欧彼乐中国随时有权书面通知供应商以立即终止任何订单和本通用条款和条件，该等终止即时生效且欧彼乐中国无需就因该终止行为给供应商造成的补偿或其他损害（无论在订单和本通用条款和条件终止前供应商是否与任何第三方订立了任何协议或履行了任何行为）支付任何款项。对供应商因该等终止行为遭受的任何直接经济损失或其他营业额、利润、业务或商誉的损失，或任何特殊、间接或附带的损失，欧彼乐中国将不承担责任亦不向供应商支付任何款项。

本附件项下的终止订单和本通用条款和条件的权利将不影响欧彼乐中国所享有的至终止之日累积的任何其他权利或救济。

附件 B

年度合规确认函

供应商特此证明，就供应商与欧彼乐中国签署的所有订单和本通用条款和条件中所述的安排而言，在所有订单和本通用条款和条件有效期内：

1. 供应商遵守了所有国内和外国的适用的反贿赂立法“**反贿赂要求**”：且未曾直接或间接地支付、承诺或提议支付任何金钱，或转移任何有价值物品（i）任何个人，（ii）公司，（iii）协会，（iv）合伙，或（v）公共机构，（包括但不限于任何前述组织的任何官员或雇员），且该等机构或人员通过其官方身份或自愿行为而有能力通过不适当地履行其公共职能或业务活动而为欧彼乐中国或其任何关联公司影响、确保或保留任何业务（和/或向欧彼乐中国或其任何关联公司提供任何财务或其他利益），且该等支付或转移带有以下目的或产生以下效果：提供贿赂或商业贿赂、接受或默许敲诈勒索、提供回扣或者以其他非法或不正当的方式获取业务；

- 1) For suppliers that qualify as general VAT taxpayers, Opella does not accept ordinary VAT invoices.
 - 2) To ensure your invoice is processed and paid promptly, please indicate in the invoice remarks section both: the purchase order number; and the email address of the Opella internal user who contacted you.
 - 3) Before issuing an invoice, please ensure that the goods delivered and/or services provided have been accepted and approved by the relevant Opella internal user.
 - 4) Invoices that do not meet the required standards may be returned.
 - 5) If, in accordance with the current tax regulations, the services and/or products provided by the supplier fall within the scope of mandatory electronic invoicing, the supplier must upload a copy of the invoice and send it only in electronic form to Opella China through the invoice submission channel designated on the invoice issuance date via the Opella China website: <https://www.suppliers.opella.com/invoice-processes>
- Invoices that do not comply with the requirements may be returned to the supplier by email.

TERMS AND CONDITIONS

These General Terms and Conditions apply to all services and products purchased by Opella China. For the purpose of these General Terms and Conditions, "Opella China" means any affiliate established in China within Opella group, which concludes Purchase Order with Vendor to purchase service or product. "Vendor" means any nature person, legal entity or partnership, which concludes Purchase Order with Opella China to provide service or product. Opella China and Vendor are hereinafter individually (or collectively) referred to as a "Party" (or the "Parties").

These General Terms and Conditions become an integral part of each Purchase Order ("Purchase Order") entered into by and between Opella China and Vendor unless otherwise specified. Vendor's receipt and/or performance of the Purchase Order, shall be deemed as Vendor's acceptance of the applicable General Terms and Conditions of such Purchase Order. Vendors are expected to fully inform themselves of these General Terms and Conditions and failure to do so will be at the Vendor's own risk and relief cannot be secured on the plea of ignorance. In the event of a conflict between these General Terms and Conditions and the special provisions of Purchase Order, the special provisions of Purchase Order shall prevail. If the Parties enter into a separate General Terms and Conditions or enter into a separate agreement regarding the service/products under the Purchase Order, and in the event of a conflict between these General Terms and Conditions and such separately-concluded General Terms and Conditions or agreement, such separately-concluded General Terms and Conditions or agreement shall prevail.

If Vendor 1) provides any service or product to Opella China, and/or 2) issues invoice to Opella China, and/or 3) requires Opella China to make any payment in accordance with any Purchase Order or these General Terms and Conditions, Vendor shall be deemed as having accepted such Purchase Order and these General Terms and Conditions, and such Purchase Order and these General Terms and Conditions shall constitute a legally binding and nonrevocable legal documents between the Parties since the date on which such Purchase Order and these General Terms and Conditions are sent by Opella China.

1. Representations and Warranties

Vendor hereby represents and warrants that:

- 1) Vendor is entitled to provide Opella China with the service and/or product under the Purchase Order and has obtained all necessary permissions, authorizations and approvals relating to the performance of the service and/or the sale of the product as contemplated in the Purchase Order;
- 2) Vendor acknowledges that, Opella China as a pharmaceutical company bears significant social responsibility to society and patients, any interruption or suspension of Purchase Order may lead to critical adverse consequence to Opella China, notably for its business continuity. Therefore, Vendor shall make all reasonable endeavors (including without limitation to implementing disaster recovery plan) to ensure continuing performance of Purchase Order.
- 3) Vendor shall perform its obligations under these General Terms and Conditions and the Purchase Order in compliance with all applicable laws, regulations and policies, especially the requirements of all applicable anti-bribery legislation both national and foreign; Vendor shall not use child labor; Vendor and its employees, representatives and agents have not, and during the validity of these General Terms and Conditions and the Purchase Order will not, make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Opella China by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business; Vendor shall be always in compliance with the SCHEDULE A, ANTI-BRIBERY UNDERTAKINGS under these General Terms and Conditions.
- 4) Vendor shall comply at all times with Opella China's Code of Conduct and Anti-Bribery Policy. Vendor hereby acknowledges that it has received copies of Opella China's Code of Conduct and Anti-Bribery Policy from Opella China.
- 5) Vendor warrants that it will not violate Opella China's specific requirements regarding conflict of interests (the "COI") during its performance of these General Terms and Conditions and the Purchase Order. Vendor further covenants that it will strictly comply with all the terms and regulations protecting Opella China's interests in the performance of this Agreement, and will initiate and/or cooperate with Opella China in recognizing, discovering, disclosing, assessing, investigating and dealing with COI, so as to avoid causing any (potential) damage to Opella China as a result of COI. For the purpose of this article, Opella China's employee shall include Opella China's agents engaged for the purpose of this Agreement and employees of such agents (and relatives or partners of such agents/employees); Vendor shall include Vendor's actual controllers, shareholders, affiliates and agents engaged for the purpose of these General Terms and Conditions and the Purchase Order, Vendor's employees and any onsite service personnel assigned by Vendor to Opella China's premise. Vendor shall immediately notify Opella China upon its awareness of any (potential) COI, and provide written statement or relevant supporting materials within three (3) working days, to fully disclose such (potential) COI for Opella China's assessment, investigation and disposal. Vendor's failure to fulfill such disclosure obligation shall be deemed as breach of warranties hereunder, and Vendor shall directly undertake liabilities for breach in accordance with Article 19 under these General Terms and Conditions.

Opella China may recognize, discover and disclose the existence of (potential) COI on its own.

Upon discovery of (potential) COI through any of the above mentioned manner, Vendor shall act according to Opella China's instruction (including but not limited to suspend implementation, immediately cease to provide service), make any business decision on behalf of Opella China, or conduct any activity as a result of which Opella China may incur cost (including service fee), or which influences Opella China's business decision. Otherwise, Vendor shall be deemed to have breached its warranties hereunder, and directly undertake liabilities for breach in accordance with Article 19 under these General Terms and Conditions.

After the suspension of these General Terms and Conditions, Opella China shall assess such (potential) COI within a reasonable period of time. During the assessment period, Opella China will cease to pay any service fee hereunder incurred back from the date when such (potential) COI emerged; such service fee may be offset against the damages payable by Vendor in accordance with Article 19 under these General Terms and Conditions. According to the assessment result, Opella China is entitled to:

- a) Choose to continue to perform these General Terms and Conditions and the Purchase Order (while at the same time request Vendor to rectify the activity which violated COI requirements (if any); and/or request Vendor to take necessary actions to further avoid activities which violate COI requirements or have possibility of violating COI requirements); or
- b) Terminate the Purchase Order or these General Terms and Conditions; request Vendor to undertake the liabilities for breach in accordance with Article 19 under these General Terms and Conditions; and seek other remedies available under the governing law.
- 6) If Vendor assign its employee or subcontractor ("Service Personnel") to provide onsite service in Opella China's premise or other site in accordance with Opella China's request ("Onsite Service"), Vendor shall ensure that onsite Service Personnel shall 1) comply with regulations of Opella China in terms of equipment or facility access, hygiene, safety and environment; 2) immediately inform Opella China in case of any event which may generate a risk for the environment, health and/or safety of personnel or equipment; 3) not cause any difficulty for or damage to other personnel working simultaneously on Opella China's site; 4) only use office supplies ("Office Supplies", including but not limited to laptop and computer) provided by Opella China, immediately return his/her badge/access card upon termination of his/her onsite service, and return all the Office Supplies borrowed from Opella China during the onsite service within ten (10) working days after termination of his/her Onsite Service. Before Service Personnel's return of above-mentioned Office Supplies, Opella China is entitled to suspend the payment under Purchase Order in relation to such Service Personnel or deduct all or part of deposit (if any). Vendor acknowledges and confirms that:
- c) If Service Personnel breaches any of the above regulations, Opella China is entitled to immediately evict relevant personnel, and/or terminate relevant Purchase Order.
- d) If Service Personnel does not return all the Office Supplies borrowed from Opella China during the onsite service within ten (10) working days after termination of his/her Onsite Service, Opella China will send warning notice to Vendor, and send warning notice to such Service Personnel as the case may be.
- e) If Service Personnel does not return all the Office Supplies borrowed from Opella China during the onsite service within twenty (20) days after termination of his/her Onsite Service, Opella China **will** send attorney letter to Vendor, and send attorney letter to such Service Personnel as the case may be.
- 7) Vendor will immediately notify Opella China if, at any time during the term of these General Terms and Conditions and any Purchase Order, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time.

2. Delivery

1) Delivery

Unless otherwise stipulated by the Purchase Order, Vendor shall deliver the Product or service under the Order to the place designated by Opella China on the agreed delivery date pursuant to the specific provisions of the Purchase Order at its own cost.

The services and/or products shall be deemed as fully delivered upon Opella China's inspection and acceptance of such services and/or products.

2) Delivery Schedule

Delivery shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in exact quantities and at the address stipulated under the Purchase Order. Delivery shall be made during the working hours of Monday through Friday 9:00am-6:00pm unless otherwise specified or Opella China's prior written approval for

another period has been obtained. In case of any delay of delivery of all or part of the services and/or products, or Vendor's acknowledge of any potential delay delivery of all or part of the services and/or products, Vendor shall immediately inform Opella China, specifying the reason for the delay and expected delivery schedule.

In case of any delay, Vendor shall pay Opella China liquidated damages in the amount of 1% of the purchase fee/ service fee (tax included) of delayed services and/or products for each day of delay. Opella China is entitled to offset such liquidated damages from any unpaid purchase fee/service fee. If such delay exceeds fifteen (15) days, Opella China **will** be entitled to terminate the Purchase Order immediately without any liability for breach of contract.

3) Title and Risk

The title to the product and the risk of loss and damage shall be transferred to Opella China on the date when the product is delivered to Opella China by Vendor.

3. Quality

The services and/or products provided by Vendor shall be in compliance with the prescribed quality requirements under the Purchase Order. In case Vendor provided quality specifications, the deliverable or products shall comply with the quality requirements set forth therein. In the event of absence of prescribed quality requirements, performance shall be in accordance with the state or industry standard; in case of absence of the state or industry standard, performance shall be in accordance with the customary standard or any particular standard consistent with the purpose of the Purchase Order.

If the products and services do not meet the above quality requirements, Opella China shall be entitled to require Vendor to assume liabilities for breach by way of repair, replacement, remaking, acceptance of returned products and/or the deliverable, at Vendor's own cost, and/or reduction in price or remuneration, etc. Opella China is also entitled to take remedy measures by itself or by a third party first, in such case Vendor shall bear relevant costs, and render assistance and cooperation to Opella China.

Unless otherwise stipulated by the Purchase Order, product specifications or laws and regulations, Vendor shall provide Opella China with one-year guarantee period free of charge for repair and maintenance of the products or services (if applicable) under the Purchase Order.

4. Packaging

Packaging of the products or the deliverable shall be in compliance with the prescribed manner under the Purchase Order. In case of absence of prescribed packing method, the packaging shall comply with customary standard, or, if absent customary standard, in a method adequate to protect the products or the deliverable.

5. Payment

1) Payment and Payment Schedule

Payment under any Purchase Order and these General Terms and Conditions will be made by wire transfer to a bank located in People's Republic of China (excluding Hong Kong, Macao and Taiwan) within one hundred and twenty (120) days after receipt of relevant official invoices by Opella China upon the schedule stipulated in the Purchase Order. Opella China shall have the right to refuse any payment in the event that Vendor fails to perform any of its responsibilities under the Purchase Order and these General Terms and Conditions.

Both Parties shall pay taxes and fees respectively in accordance with the applicable laws and regulations.

The prices or charges under any Purchase Order are inclusive and final and Opella China will not be liable to pay any additional compensation or fee in connection with the obligations undertaken by Vendor under the Purchase Order and these General Terms and Conditions, save as agreed in advance with Opella China.

2) Electronic Invoices

If according to the provisions of the current tax policy, the services and/or products provided by Vendor have been incorporated into the electronic invoices scope. Vendor shall submit invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under <https://www.suppliers.opella.com/invoice-processes> for the invoiced Opella China at the invoice issue date.

Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the delivered goods/services etc.) and the ones enabling Opella China to process them (purchase order number etc.) as defined under [Supplier Invoicing](#) or the invoiced Opella China entity at the invoice issue date.

Sending a paper duplicate is explicitly not required and may have an impact on the Vendor from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels

(e.g. paper) or that do not include all the elements referred to above will not be processed. Uncompliant invoices may be returned to Vendor per email.

6. Confidentiality

1) For the purposes of these General Terms and Conditions, the term "Confidential Information" shall mean all information concerning Opella China and/or affiliates of Opella China, no matter whether it's marked confidential or not, including but not limited to: (i) know-how, data, specifications, documents, techniques, processes, materials, product samples, apparatus, client list, price, business strategies, business plans, business operations, audit results or other information disclosed directly or indirectly by Opella China to Vendor; (ii) information furnished to Vendor by any representative or employee or agent of Opella China; (iii) information acquired by Vendor, by observation, interview or otherwise, during a visit to facilities of Opella China; (iv) information or other work product developed by Vendor and/or Opella China during the performance of these General Terms and Conditions and any Purchase Order; and (v) information which Opella China is under an obligation to third parties to maintain as confidential.

2) Vendor shall assume the following obligations of confidentiality:

a) Vendor shall hold in strict confidence Confidential Information, and shall not distribute, disclose, disseminate Confidential Information to any third party, or anyone not authorized hereunder;

b) Vendor shall not use Confidential Information for any purpose other than performance of these General Terms and Conditions and any Purchase Order;

c) Vendor shall not use Confidential Information in its own operations and shall not use Confidential Information to engage in any commercial activities, without the prior written consent of Opella China;

d) Vendor shall restrict access and use of Confidential Information to those of its directors, officers, employees and agents who have a definable need to know in order to facilitate the authorized purpose of these General Terms and Conditions and the relevant Purchase Order, and shall ensure that all its directors, officers, employees and agents to whom Confidential Information is to be disclosed will be obligated to protect the Confidential Information to the same extent as Vendor. Vendor shall be responsible to Opella China for any improper disclosure or use of Confidential Information by such persons.

e) Vendor shall return or destroy (written confirmation shall also be provided) any originals or copies of Confidential Information in Vendor, Vendor's agents or suppliers' (if applicable) possession within sixty (60) days after completely performing Purchase Order and/or receiving a request from Opella China (at Opella China's discretion); and

f) Vendor shall exercise the same degree of care in the protection of the Confidential Information as it would in the treatment of its own Confidential Information and take reasonable measures to reduce the risk of unauthorized disclosure.

3) The confidentiality obligation shall survive and remain in full force and effect during and after the term of these General Terms and Conditions and the relevant Purchase Order for a period of ten (10) years.

4) Opella China is entitled to issue publications or communications in terms of Purchase Order, and/or Deliverables under Purchase Order, and/or business relationship with Vendor, including without limitation to release media information.

7. Intellectual Property

1) Under these General Terms and Conditions, intellectual property refers to any invention, finding, improvement, utility model, copyright work, industrial design or layout design of integrated circuit, algorithm, data structure, trade secret, know how, confidential information or any and all rights over any opinions of commercial value. Intellectual Property shall include any technology, patent, know how, trademark, commercial packing, trade name, domain name or other marks that are conducive to identifying product or service are from or controlled by single source. Intellectual property shall include all rights of any nature in computer software and data, other intangible rights or privileges of nature similar to the aforementioned rights (no matter where they are located, or whether they are registered), and all rights associated with the application or registration of the aforementioned rights.

2) All data, documents, information, know-how, trade secrets, proprietary methods, solutions, software and other items owned, developed or licensed by either Party and/or its affiliates before the performance of any Purchase Order whilst used for the performance of such Purchase Order, and all intellectual property rights associated therewith (collectively the "Prior Rights") are owned by and shall remain the property of such Party or such Party's affiliates, licensor or vendor. Notwithstanding the foregoing, if any such Prior Rights owned, developed or licensed by Vendor before the performance of Purchase Order are necessary for the use or development of any Deliverables to be provided thereof, Vendor hereby grants Opella China and its affiliates a non-exclusive, royalty-free and permanent right throughout the world to use such Prior Rights which related to Vendor's Deliverables.

3) Opella China and/or its affiliates shall become the exclusive owner of the Deliverables to be developed and delivered by Vendor to Opella China under Purchase Order as well as all intellectual property rights associated therewith. Opella China and its affiliates shall have the right, but not the obligation, to use such Deliverables in any manner without being obligated to pay any additional contribution or royalty to Vendor except for the service fees agreed in relevant Purchase Order. Vendor hereby irrevocably assigns to Opella China and/or its affiliates all ownership of the Deliverables and all intellectual property rights associated with such Deliverables. The assigned rights include all rights to reproduction, performance, adaptation, translation and all general rights of exploitation, in all forms, for any media, in any medium and by any process whether known or unknown, throughout the world, and for the entire duration of such Intellectual property rights. The consideration for this assignment is included in the service fees paid to Vendor by Opella China and/or its affiliates.

4) Vendor warrants that the Deliverables shall not infringe upon any Third Party's intellectual property, or violate any applicable laws or regulations. Hence, if Vendor has faults, Opella China and its affiliates shall not bear risks of being accused for any reason. Notwithstanding otherwise provided, in the event that the Deliverables provided infringe any Third Party's intellectual property, and Opella China and/or its affiliates, agents, partners or subcontractors are involved as a result of the use of such Deliverables, Vendor shall, at its own cost, settle the third party's claim and negotiation. Vendor shall defend and hold Opella China and its affiliates harmless from and against any losses arisen from any of such claim and litigation, and shall bear the costs borne by Opella China and/or its affiliates (either by way of a lump sum or a continuing royalty payment) in dispute resolution or as a result of a judgment.

5) This Article 7 shall remain in full effect after the termination or expiry of these General Terms and Conditions for any reason.

8. Insurance

Where applicable, Vendor shall, at its own cost, buy insurance that relates to its duties and obligations under these General Terms and Conditions and/or any relevant Purchase Orders (including without limitation to Comprehensive General Liability Insurance and Product Liability Insurance), and ensure effectiveness of relevant insurance policies. In the event of any changes or termination of such insurance policies, Vendor shall notify Opella China ten (10) working days in advance, and consult with Opella China relevant action plans.

9. Environment Protection

Vendor shall comply with all applicable laws and regulations in relation to environment protection, including without limitation to Environment Protection Law of the PRC, Safety Management Regulation of Hazardous Chemicals of the PRC, REACH Regulation (EC 1907/2006) / CLP Regulation (EC 1272/2008) / BPR Regulation (EU 528/2012) / IED Directive 2010/75/EU.

10. Information Security and Quality Measures

Vendor shall comply by itself, and shall procure its personnel, agent, affiliate or subcontractor to comply with the Information Security and Quality Measures of Opella China, which are stipulated in <https://www.suppliers.opella.com/> and could be amended by Opella China from time to time.

11. Pharmacovigilance

Where the Purchase Order is related to a product of Opella China, Vendor and Opella China shall comply with the specific pharmacovigilance clauses, which are stipulated in <https://www.suppliers.opella.com/> and could be amended by Opella China from time to time.

12. Data Protection

1) For any processing (including without limitation to collection, use, storage, processing, transmission and sharing) of personal information and other data (collectively "Data") in relation to products and/or services provided by Vendor under these General Terms and Conditions, Vendor hereby represents and warrants to Opella China that:

a) Vendor shall comply with all applicable laws and regulations relating to Data processing ("Applicable Data Protection Laws"), including without limitation to Cybersecurity Law of the PRC, Data Security Law of the PRC, Personal Information Protection Law of the PRC.

b) Vendor guarantees it will not use any illegal or unauthorized Data to provide product and/or service to Opella China, and all Data used for providing product and/or service to Opella China will not infringe any legal rights and interest of any other third parties. In case Vendor **will** share Data with Opella China, before transmitting such Data, Vendor shall guarantee the Data is complete, accurate and most-updated, also Vendor shall guarantee it has obtained any and all consents necessary to perform these General Terms and Conditions, and it could share with Opella China written documents of the consents.

c) In case Opella China and/or its affiliate, executor, director, employee, agent or assignee provides Data to Vendor, Vendor shall only use such Data for the purpose of these General Terms and Conditions, also Vendor shall not further process or disclose such Data to any third parties, unless obtaining prior approval from Opella China.

d) Vendor shall comply with relevant Data processing agreements or clauses (if any) and Applicable Data Protection Laws relating to these General Terms and Conditions, and also procure its affiliate, employee and subcontractor (if previously designated and agreed by Opella China) to act the same. If relevant governmental authorities launch any inquiry, investigation, enforcement or other governmental procedures pertaining to the product and/or service under these General Terms and Conditions, Vendor shall render cooperation to the greatest extent.

If required by Applicable Data Protection Laws, Vendor shall separately enter into agreements or clauses with Opella China for specific Data processing behaviors, to stipulate the Data processing purpose, period, scope, method, etc. Vendor shall also guarantee strict observance of such agreements or clauses.

2) If GDPR is applicable to Vendor's service, without breaching clause 1) of Article 12, Vendor shall also comply with requirements stated in <https://www.suppliers.opella.com/>

3) Vendor shall indemnify Opella China and relevant entities, all costs, fines, claims and fees arising from Vendor's breach of laws and regulations, these General Terms and Conditions and relevant Data processing agreement or clauses (if any), no matter how they are generated.

13. Global Compact - Transparency - Restricted Parties Screening - Conflict Minerals

1) **Global Compact.** Opella is a member of the Global Compact established by the United Nations <https://www.unglobalcompact.org> and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, environment protection and anti-corruption. Any Purchase Order relationship between Opella China and Vendor are contingent upon Vendor's respect for these same principles as well any specific code of conduct implementing such principles by Opella China, such as the Opella Supplier Code of Conduct <https://www.suppliers.opella.com/code-of-conduct>. Vendor undertakes to respect these principles and/or codes of conduct during the performance of Purchase Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. Opella China is entitled to evaluate Vendor's performance of this clause by itself or by a third party recognized by both Parties.

2) **Transparency.** Where applicable, Opella China is entitled to make public the existence of Purchase Order together with any amounts of costs paid within the framework of Purchase Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

3) **Restricted Parties Screening.** Vendor shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

4) **Conflict Minerals.** Vendor shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("Initial Conflict Minerals") that are originated in the Democratic Republic of Congo ("DRC") or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("Additional Conflict Minerals", and together with the Initial Conflict Minerals, "Conflict Minerals"), in the manufacturing of any product that is implied in the performance of Purchase Order. Notwithstanding the foregoing, if Vendor uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such product(s), Vendor shall immediately notify Opella China, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Vendor must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

14. Notice

Any notices, which either Party may require or shall desire to give under these General Terms and Conditions and the Purchase Order, shall be delivered through personal delivery, postage prepaid mail with receipt, registered or certified mail, or email. Unless otherwise stipulated by these General Terms and Conditions, in case of any notice delivered through email, one more notice shall be delivered through other means.

Personally delivered notice shall be deemed to be duly given on the date of delivery. Notice sent by registered or certified mail, postage prepaid shall be deemed to be duly given on the fifth day following the day so sent. Notice sent by email shall be deemed to be duly given on the date when sender's server shows that the message has been successfully sent. If the time on which the notice shall be deemed to be duly given is not within the working hour of a working day (from 9:00 a.m. to 6:00 p.m.), the notice shall be deemed to be duly given on the working day following such day.

15. Audit

During the term of these General Terms and Conditions (and for a period of three (3) years after termination of these General Terms and Conditions), upon ten (10) days prior notice to Vendor, Opella China (or its appointed representatives) will have the right, during normal business hours and at Opella China's own reasonable expense, to conduct an investigation and/or audit of Vendor's operations and records (but only to the extent that these relate to the performance of the obligations undertaken by Vendor under the Purchase Order and these General Terms and Conditions). Vendor agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of Opella China acting reasonably.

If Opella China identifies issues of Vendor after the audit, Vendor shall, at its own cost, immediately take remedy measures to meet Opella China's requirements.

In the event that any authority having jurisdiction over, or an interest in, the operations of Vendor carries out or gives notice of its intention to carry out any audit, inspection and/or investigation of Vendor's records, operations and facilities, systems and/or procedures, Vendor **will** notify Opella China in detail as soon as reasonably possible of the action taken or proposed.

16. Invalidity

If any of the provisions of any Purchase Order or these General Terms and Conditions is considered to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and/or unenforceability of the remaining provisions shall not in any way be affected or impaired.

17. Independence

Any work performed by Vendor under these General Terms and Conditions and any Purchase Order shall be considered to be performed as independent contractors and not as employees, partners or agents of Opella China. Thus, Vendor has no authority, either express, implied or apparent, to take action on behalf or to bind Opella China without the prior written consent of Opella China.

18. Force Majeure

Neither Party shall be liable to the other under these General Terms and Conditions and the relevant Purchase Order for failure to carry out its obligations to the extent that such failure is caused by any cause unforeseeable, unavoidable, insurmountable and beyond the Parties' respective reasonable control including without limitation fire, war, riot, sabotage, government action or change of laws and regulations.

If either Party is unable to perform these General Terms and Conditions and the relevant Purchase Order due to force majeure, it shall proactively take measures to mitigate the effect of force majeure event, timely notify the other party so as to mitigate the loss that may be caused to the other party, and provide proof of force majeure within a reasonable time. Each party shall immediately resume performance of its obligations as soon as the force majeure event ceases.

In the event that such conditions of force majeure continue or are expected to continue for more than one (1) month as of the notification as mentioned hereinabove, the Parties shall consult together in order to find a mutually acceptable solution. In the event that no solution is acceptable by one of the Parties and if force majeure continue or are expected to continue for more than one (1) months as of the termination of the one month period as mentioned above, then these General Terms and Conditions and/or the relevant Purchase Order shall be terminated by one (1) month's prior written notice without legal proceedings.

19. Breach of these General Terms and Conditions and Purchase Order

Vendor understands that a breach of any of the covenants and/or obligations contained in any Purchase Order and these General Terms and Conditions (no matter caused by Vendor itself, or caused by Vendor's personnel, agents, affiliates or subcontractors) may cause Opella China (including its personnel, agents, affiliate or other relevant third parties) to suffer direct or indirect loss of various forms which may not be compensated adequately by damages, and that, in addition to claiming damages in respect of a breach hereof, Opella China may be entitled as a matter of right to seek an injunction against Vendor, and such right may be cumulative and in addition to any other remedies that may be available to Opella China as a result of such breach.

In addition, Opella China is entitled to terminate these General Terms and Conditions and/or any relevant Purchase Orders in accordance with the Termination clause herein.

20. No-waiver

No indulgence granted by either Party to the other in relation to any term in any Purchase Order and these General Terms and Conditions shall be deemed a waiver of such term or prejudice the later enforcement of that or any other term hereof.

21. Effectiveness

Opella China's all Purchase Order and these General Terms and Conditions will be sent through email to Vendor's designated email address, and such email will be sent through eBay system. If Vendor 1) provides any service or product to Opella China, and/or 2) issues invoice to Opella China, and/or 3) requires Opella China to make any payment in accordance with any Purchase Order or these General Terms and Conditions, Vendor shall be deemed as having accepted such Purchase Order and these General Terms and Conditions, and such Purchase Order and these General Terms and Conditions shall constitute a legally binding and nonrevocable legal documents between the Parties since the date on which the Purchase Order and these General Terms and Conditions are sent by Opella China, and shall in full force and effect during the term stipulated under the Purchase Order. Purchase Order and these General Terms and Conditions which take effect according to the term set forth hereinabove will not be affixed with company chop of either party or signed by Vendor. For avoidance of doubt, if Vendor does not provide any service or product to Opella China in accordance with the Purchase Order or these General Terms and Conditions, such Purchase Order or these General Terms shall have no legal force on both Parties.

22. Termination

1) Opella China has the right to terminate these General Terms and Conditions and/or any relevant Purchase Orders, for whatever reason, with forty-five (45) days' prior written notice. In such case, Opella China is only liable for the pro rata fees of any service performed by Vendor, provided such service was provided with Opella China's written consent and acceptance. Except for that, Opella China shall not bear any other liability for breach.

2) If Vendor breaches its obligations relating to representations and warranties, confidentiality, data protection, compliance, interest of conflicts under these General Terms and Conditions, Opella China is entitled to immediately terminate these General Terms and Conditions and/or any relevant Purchase Orders; if Vendor breaches its other obligations under these General Terms and Conditions, Opella China is entitled to notify Vendor in written and ask Vendor to make rectification, unless Vendor makes rectification within ten (10) days upon the notice, otherwise Opella China is also entitled to terminate these General Terms and Conditions and/or any relevant Purchase Orders. In case of termination, Opella China is only liable for the pro rata fees of any service performed by Vendor, provided such service was provided with Opella China's written consent and acceptance. Except for that, Opella China shall not bear any liability for breach.

3) In the event of any of the following events, with written notice to Vendor, Opella China has right to suspend or terminate all or part of these General Terms and Conditions, which shall not prejudice its rights or remedies herein or under laws:

a) Vendor passes a resolution for winding-up or a court makes an order to that effect, or Vendor files a petition in bankruptcy or fails to have discharged within thirty (30) days any petition in bankruptcy filed against it;

b) Vendor becomes or is declared insolvent or convenes a meeting of or makes a proposal to make any arrangement or composition with its creditors, or makes any other arrangement pursuant to any bankruptcy or similar law;

c) Vendor ceases or threatens to cease to carry on its business or a substantial part of its business or disposes or threatens to dispose of the whole or a substantial part of its undertaking, property or assets or stops or threatens to stop payment of its debts.

4) In case of termination of these General Terms and Conditions and/or relevant Purchase Orders, Vendor shall return, transfer or destroy relevant data, information or materials in accordance with Opella China's instructions.

23. Modification

The Purchase Order, its appendices and these General Terms and Conditions constitute the entire contract between the Parties relative to the subject matter hereof and supersedes all representations, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall have any force and effect unless contained in the Purchase Order or these General Terms and Conditions. **The Parties agree, according to requirements of applicable laws and regulations and/or Opella Group policies, Opella China may revise these Terms and Conditions from time to time and notify Vendor in written, Vendor shall reply and confirm within the prescribed time limit. If Vendor fails to make any responses within the prescribed time limit, and/or in fact provides any services or products to Opella China, Vendor shall be deemed as accepting the updated Terms and Conditions; if Vendor raises objections in written within the prescribed time limit, the Parties shall negotiate a solution (including without limitation to termination of Purchase Order, execution of additional agreements).** Unless otherwise stipulated under this Article, no variation of any Purchase Order and these General Terms and Conditions will be binding upon the Parties unless committed in writing by them.

24. Assignment

Vendor shall not assign, delegate, cede, subcontract, change or otherwise dispose of all or any of its rights and obligations under these General Terms and Conditions and any Purchase Order to a third party without the express prior written consent of Opella China. Any assignment, delegation, cession, subcontract, change or otherwise disposal (each referred to in this paragraph as a "Subcontract") made by Vendor in violation of this clause shall be null, void and without legal effect. Any approved Subcontract shall be on terms and conditions identical to those contained in the relevant Purchase Order and these General Terms and Conditions (as amended from time to time in accordance with its terms) and Vendor shall be fully responsible for the activities of its assignees, delegates, transferees and subcontractors and remain fully responsible for the due fulfillment of any and all of its duties and obligations under these General Terms and Conditions and the relevant Purchase Order (each such approved subcontractor referred to herein as a "Subcontractor"). All costs, expenses and damages connected to and/or resulting from any Subcontracting, and for Subcontractor actions, inactions, fault, or negligence, whether willful or not, will be borne by Vendor.

Opella China may transfer any Purchase Order as well as these General Terms and Conditions to an affiliate or to a successor in interest to its business by reason of any merger, acquisition, restructuring operation, partnership, license agreement or otherwise, provided that the assignee is subject to the terms and obligations provided in the relevant Purchase Order as well as these General Terms and Conditions. Vendor undertakes to sign on the request of Opella China any document necessary to the legal and administrative regularization of such transfer.

For the purpose of these General Terms and Conditions, affiliate shall mean, any corporation, partnership or other entity directly or indirectly controlled by, controlling or under common control with Opella (having its registered office in Paris, France, Trade Register: 395 030 844 RCS PARIS), with "control" meaning direct or indirect ownership of more than 50% of the registered capital or the voting rights in such corporation, partnership or other entity.

25. Governing Laws

The validity, construction and performance of the Purchase Order and these General Terms and Conditions shall be governed by and construed for all purposes in accordance with the laws of the People's Republic of China.

26. Disputes Resolution

Prior to taking any legal action, the Parties shall endeavor to settle by amicable arrangement any disputes arising between them. Should the Parties fail to reach an amicable arrangement, Parties agree to submit to the exclusive jurisdiction of the competent courts in Shanghai.

SCHEDULE A: ANTI-BRIBERY UNDERTAKINGS

Vendor hereby warrants, represents and undertakes that:

1. It will comply with the requirements of all applicable anti-bribery legislation both national and foreign ("Anti-Bribery Requirements"), and it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Opella China by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business;
2. Neither Vendor nor any of the principals, officers, employees, representatives, agents or contractors of Vendor:
 - (a) has been convicted of any offence involving bribery or corruption, and/or fraud or dishonesty;
 - (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Requirements; or
 - (c) has been listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
3. It will immediately notify Opella China in the event any of the principals, officers, employees, representatives, agents or contractors of Vendor is (or becomes) a public official, an official of any public organization, a political party official, or a candidate for political office;
4. It has and will maintain in place throughout the term of these General Terms and Conditions its own anti-bribery policies and procedures to ensure compliance with the Anti-Bribery Requirements (including but not limited to relevant and regular anti-bribery training to employees and an anti-bribery monitoring process), and will enforce them where appropriate;
5. All the information that Vendor has provided to Opella China and/or its representatives in connection with Vendor's appointment by Opella China under these General Terms and Conditions and the Purchase Order was and remains current, accurate and complete;
6. It will keep up to date records of all acts by it in relation to these General Terms and Conditions and the Purchase Order for a minimum period of seven (7) years and at Opella China's request make them available for inspection. Without prejudice to the generality of the foregoing, this obligation will extend to records of all payments made by Vendor in connection with these General Terms and Conditions and the Purchase Order. Vendor will ensure that such books of account and records are sufficient to enable Opella China to verify Vendor's compliance with this Schedule A;
7. Vendor will immediately notify Opella China in the event any foreign public official (as defined by the applicable anti-bribery legislation) becomes a key management personnel or employee, or obtains any direct or indirect shares of Vendor (Vendor ensures no foreign public official is key management personnel or employee, or obtains any direct or indirect shares of the provider when the Purchase Order and these General Terms and Conditions is effective);
8. During the term of these General Terms and Conditions (and for a period of three (3) years after termination of these General Terms and Conditions), upon ten (10) days prior notice to Vendor, Opella China (or its appointed representatives) will have the right, during normal business hours and at Opella China's reasonable expense, to conduct an investigation and/or audit of Vendor's operations and records (but only to the extent that these relate to the performance of the obligations undertaken by Vendor under these General Terms and Conditions and the Purchase Order). Vendor agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of Opella China acting reasonably;
9. It will not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under these General Terms and Conditions and the Purchase Order without the prior written consent of Opella China. Vendor agrees that any such consent from Opella China will not relieve Vendor from any liability or obligation under these General Terms and Conditions and the Purchase Order and Vendor will be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as if they were acts, omissions, defaults or negligence of itself. Vendor will ensure that, so far as possible, all duties and obligations it has under this Schedule A will be included in any contract that it enters into with any sub-contractor or agent; and
10. Vendor will immediately notify Opella China if, at any time during the term of these General Terms and Conditions, its circumstances, knowledge or awareness changes such that it would not be able to comply with the warranties set out in this Schedule A. Breach by Vendor of any of the terms set out at this Schedule A will be deemed a material breach of these General Terms and Conditions and the Purchase Order and Opella China may immediately terminate these General Terms and Conditions and/or the Purchase Order at any time with immediate effect and without payment of any compensation or other damages caused to Vendor by such termination (regardless of any activities or agreements with any third parties entered into by Vendor prior to the termination of these General Terms and Conditions and/or the Purchase Order) by giving notice in writing to Vendor. Opella China will not be liable for nor make any payment to Vendor in respect of any direct economic loss or other loss of turnover, profits, business or goodwill or any special, indirect or consequential losses suffered by Vendor as a result of such termination.

The rights to terminate these General Terms and Conditions and the Purchase Order under this Schedule A will be without prejudice to any other right or remedy of Opella China which may have accrued up to the date of termination.

SCHEDULE B: ANNUAL COMPLIANCE CERTIFICATE

Vendor does hereby certify that, in connection with the arrangements contemplated under all Purchase Orders and these General Terms and Conditions with Opella China, during the term under such Purchase Orders and these General Terms and Conditions:

1. Vendor has complied with the requirements of all applicable anti-bribery legislation both national and foreign ("Anti-Bribery Requirements"), and it has not made, promised or offered to make any payment or transferred anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Opella China by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business;
 2. Neither Vendor nor any of the principals, officers, employees, representatives, agents or contractors of Vendor:
 - (a) has been convicted of any offence involving bribery or corruption, and/or fraud or dishonesty;
 - (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Requirements; or
 - (c) has been listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
 3. None of the principals, officers, employees, representatives, agents or contractors of Vendor was a public official, an official of any public organization, a political party official, or a candidate for political office;
 4. Vendor has in place its own anti-bribery policies and procedures to ensure compliance with the Anti-Bribery Requirements (including but not limited to relevant and regular anti-bribery training to employees and an anti-bribery monitoring process), and has enforced them where it was appropriate;
 5. All the information that Vendor has provided to Opella China and/or its representatives in connection with these General Terms and conditions and/or Purchase Orders was and remains current, accurate and complete.
 6. Vendor has not assigned, delegated, sub-contracted, transferred, charged or otherwise disposed of all or any of its rights and responsibilities under these General Terms and conditions and/or Purchase Orders without the prior written consent of Opella China or applicable affiliates of Opella China;
 7. Vendor has ensured that all persons associated with Vendor (as defined by the applicable anti-bribery legislation) and/or any other persons who are performing services (or providing goods) in connection with these General Terms and conditions and/or Purchase Orders, comply with the Anti-Bribery Requirements by imposing appropriate anti-bribery contractual obligations on its business partners.
- I hereby confirm that I will immediately inform Opella China if my knowledge, awareness or circumstances change such that I believe that Vendor would no longer be able to comply with the certification given in this Annual Compliance Certificate.