

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES BY ELANCO POLAND S.P. Z.O.O.

seat: Elanco Poland Spółka z ograniczoną odpowiedzialnością
Rondo Ignacego Daszyńskiego 2B, 00-843 Warszawa, Poland

§ 1. APPLICATION

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as the “**Terms**”) apply to any agreements for the purchase of goods or agreements for the provision of services concluded by and between Elanco Poland s.p. z.o.o. (hereinafter referred to as “**Elanco**”) and the Seller/Contractor (hereinafter referred to as the “**Supplier**”) unless otherwise stipulated in a separate agreement binding on Elanco and the Supplier (hereinafter referred to jointly as “**Parties**” or individually as “**Party**”) or other General Terms and Conditions apply with respect to the given category of goods/services. The Terms along with the order placed by Elanco and possible appendices thereto constitute a uniform agreement concluded by and between the Parties.
- 1.2.
- a) “**Order**” or “**Purchase Order**” shall mean the purchase order quoting the Purchase Order Number and any other specifications of the Goods or the Services.
 - b) “**Goods**” shall include both tangible and intangible goods, including software and documentation that may accompany the Goods.
 - c) “**Services**” shall include, but are not limited to, general services and any deliverables being part of the performance of the Services.
 - d) “**Electronic Invoicing System**” means Elanco’s web portal for electronic Purchase Orders and electronic invoicing through which Supplier can invoice Elanco, either by way of (1) visiting the web portal on the internet, create an invoice in accordance with the instructions on the web portal, and invoice Elanco through the web portal, or (2) by way of being an integrated supplier meaning that Supplier’s invoicing system and Elanco’s concerned web portal have been integrated and Supplier in such case can invoice Elanco through the web portal directly from its own invoicing system..
- 1.3 Pursuant to the provisions hereof, Elanco commissions and the Supplier undertakes to perform services for Elanco or deliver goods. The scope and type of the services, as well as specification of goods will be each time laid down in the Order.
- 1.4. The Parties mutually represent that under the Terms on no account shall Elanco be obliged to place orders solely with the Supplier or place orders with the Supplier with minimum quantity or minimum value specified.

§ 2. PLACING THE ORDER

- 2.1 Suppliers invoice shall be submitted to Elanco Poland s.p. z.o.o., in one of the following two ways:
- 2.1.1 by forwarding the original invoice to Elanco Poland s.p. z.o.o., c/o Urząd Pocztowy, PO Box 166, Ul. Powstanców Śląskich 50, 53-350 Wrocław 15, Poland; or,
 - 2.1.2. by electronic PO invoice submission using the Electronic Invoicing System, eConnect and hosted by Direct Commerce.
- Supplier will be notified which of the above two methods they are requested to follow in order to submit invoices.

- 2.2. All oral or written communication (including invoices, transportation documents etc) between the Parties must quote Elanco's Purchase Order Number (as stated in the Purchase Order).
- 3.3. The acceptance of a Purchase Order by the Supplier includes acceptance of these Terms, except when contractually agreed otherwise or if it's not in accordance with the law. Acceptance by Supplier of a Purchase Order may be evidenced by (a) Supplier's electronic acceptance of the Purchase Order in the Electronic Invoicing System, (b) by written or verbal confirmation of the Purchase Order, (c) Supplier's delivery of Goods or Services, or (d) other conduct by Supplier or its representative consistent with acceptance of the Purchase Order.

§ 3. CONTENTS OF THE ORDER

- 3.1. The Order should specify, in particular: the subject of the order, manner of execution and deadline therefore, documents to be submitted along with the goods or service, and remuneration.
- 3.2. In the event of a delay in the order execution exceeding 3 (three) days due to reasons other than force majeure, Elanco may set an additional 7-day (seven-day) period for the Supplier to execute the order. Upon the ineffective lapse of the said period, Elanco may resign from the order. In the event of Elanco's resignation from the order due to reasons set forth herein, the Supplier shall return Elanco the possible prepayment plus interest calculated from the date of effecting the prepayment to the Supplier and pay Elanco the contractual penalty set forth in § 4 clause 9 of the Terms.
- 3.3. The provisions of clause 3.2. above apply respectively to the delay on the part of the Supplier in supplementing the goods or remedying defective services.

§ 4. CONDITIONS OF THE ORDER EXECUTION AND COMPLAINTS

- 4.1. The Supplier shall execute the order in compliance with its contents.
- 4.2. The ordered goods or services may be accepted only by persons authorized by name by Elanco, indicated in the Order. When accepting the order, such persons shall produce identification documents.
- 4.3. Quantitative deficiencies in the ordered goods or defects in the provided services may be reported when accepting the goods or services and specified in the acceptance certificate or within 14 (fourteen) days following the acceptance by a written notification to the Supplier.
- 4.4. The Supplier undertakes to take a stand on the reported deficiencies in goods or defects in the services provided within six (6) days following the notification. Failure on the part of the Supplier to take a stand within the said period shall mean accepting the complaints in question.
- 4.5. The quantitative deficiencies in the ordered goods or defects in the services provided, accepted by the Supplier, are remedied by way of supplementing the goods or introducing corrections with respect to the services within seven (7) days from acceptance of the complaints at the latest.
- 4.6. The Parties mutually represent that the goods purchased and the services provided under the order, in particular the Works (6. §), shall be free of any legal or physical defects, and no third party shall claim any rights thereto.
- 4.7. The transfer of rights to the goods purchased and services provided to Elanco, as well as the risk ensuing from the loss thereof or damage thereto shall be effected only upon a written acceptance of the order execution by Elanco.
- 4.8. The Supplier shall pay Elanco the contractual delay penalty:
 - a) for a delay in delivery of goods and provision of services, and:
 - b) for a delay in replenishing goods or improving Services;

in the amount of 1.5% of the entire remuneration payable to the Supplier under the order for each day of delay.

- 4.9. The Supplier shall pay Elanco a contractual penalty for Elanco's withdrawal from the Order for reasons attributable to the Supplier amounting to 50% of the total remuneration of the Supplier described in the order.
- 4.10. Under the general provisions of civil law, Elanco has the right to claim damages from the Supplier for non-performance or improper performance of the Order in the amount of the prevailing contractual penalties specified above.
- 4.11. The Supplier is responsible for its subcontractors as for its obligations.

§ 5. PRICE AND PRICE PAYMENT

- 5.1. Remuneration payable to the Supplier should be specified in the order.
- 5.2. Elanco is not obliged to provide any benefits other than the ones indicated in the order.
- 5.3. The Supplier may issue a VAT invoice for the execution of the order only upon a written acceptance of the order execution issued by Elanco, otherwise being null and void.
- 5.4. The Supplier shall issue an invoice for the fees due subsequent to the receipt of the performance certificate. Elanco shall pay the duly issued invoice within sixty (60) days as of its receipt via bank transfer. In the event of default on payment, the Elanco shall pay default interest of the rate stipulated by the law.
- 5.5. The date of payment shall be the date on which Elanco's bank account is debited. In the case of orders in foreign currencies, the values are converted at the average exchange rate of the National Bank of Poland on the date of issue of the Order.
- 5.6. The Supplier shall each time include in the invoice the number of the order received ("PO number") from Elanco. In the lack of the PO number's indication, Elanco will settle the invoice within a payment deadline of 90 (ninety) days.

§ 6. INTELLECTUAL PROPERTY

- 6.1 All drawings, methods of analyses, standards or other materials and documents provided to Supplier by Elanco shall remain the property of Elanco and must not be made available to third parties by Supplier without prior written consent of Elanco.
- 6.2. All intellectual property rights discovered or generated by Supplier as a result of its performance of the Purchase Order shall vest in Elanco and Supplier hereby assigns and will procure its Personnel to assign to Elanco all such intellectual property rights.
- 6.3. With respect of any software which is or forms part of the Goods and/or Services ("Software"), Supplier must ensure that the Software contains no harmful codes, and that the Software is free and unencumbered or that it has the right, power and authority to license the same upon these terms and the Supplier hereby grants Elanco a non-exclusive, royalty free, worldwide license to use the Software for the intended purpose of the Purchase Order.

§ 7. ASSIGNMENT CLAUSE

- 7.1. This Terms shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assignees. This Terms or any rights or obligations under this Terms may not be assigned in full or in part by either Party without the prior written consent of the other Party, which may be withheld in such Party's sole discretion, and any purported assignment without such consent shall be void; provided that each Party may without such consent assign this Terms or any rights or

obligations under this Terms in full or in part to any Affiliate of such Party, or in connection with the sale or transfer of all or substantially all of its business, or in connection with a merger or other consolidation with another entity

§ 8. CONFIDENTIALITY and PERSONAL INFORMATION

- 8.1. The Parties undertake to maintain confidentiality with respect to any information disclosed to the other Party in connection with the conclusion or performance of the Terms and/or other agreement and the information shall not be made available to third parties in any form without prior, written, otherwise being null and void, consent of the Party, to which the information refers, unless the information has entered into the public domain or the disclosure thereof proves necessary for the performance of the Terms and/or other agreement, the information is required under applicable provisions of law or a final and legally valid judicial decision issued by the court, as well as by an administration body.
- 8.2. The Supplier agrees in particular to:
- a) use any oral or written information received from Elanco solely for the purposes stated in the Order;
 - b) keep all data provided by Elanco confidential and protect against unauthorised access. This requirement does not apply to the situation where the data is provided: is already known to them, they receive it from a third party who has information from sources outside Elanco's control, the information is public when it is communicated to the Supplier by Elanco.
 - c) will not use designs and models created for Elanco and accept by it for purposes other than those relating to the performance of the Order in question;
 - d) not make preliminary concepts available to third parties in the course of Elanco's approval;
 - e) keep confidential all information and elements of Elanco's advertising material that it receives or creates at its request;
 - f) will properly use elements of Elanco's corporate visual communication that will be provided to them by Elanco.
- 8.3. All forms, models, tools, videos and other items produced by the Supplier for the purposes of executing the Order, shall become the property of Elanco upon successful payment for the aforementioned items. The same shall apply if the aforementioned items remain with the Supplier. Elanco may demand their transfer at any time. The Supplier waives the right to demand payment for the storage of these items.
- 8.4. The provisions of this section shall have absolute force and shall continue to apply even after the expiry of the Parties' cooperation for any reason.
- 8.5. Personal Information means any information provided by Elanco or collected by the Supplier for Elanco relating to an identified or identifiable individual; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.
- 8.6. The Supplier will not be processing Personal Information on behalf of Elanco. In case the Supplier processes or handles Personal Information on behalf of Elanco, the Supplier undertakes to comply with all applicable privacy laws and there must also be an agreement on the content of the Elanco's 'Supplier Privacy Standard (SPS)' which also must be signed by the Supplier (including completion of Exhibit A from the SPS) as well as the Elanco 'Information Security Standard' (ISS), available on <https://www.elanco.com/suppliers> on Elanco's Supplier Portal.

§ 9. ANTI-CORRUPTION

- 9.1 Compliance with Laws: Supplier understands that Elanco is subject to the U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended. Supplier agrees to comply with, and to avoid taking any action that would prevent Elanco from complying with, all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including the FCPA, if applicable, and laws enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Officials in International Business Transactions.
- 9.2 No Improper Influence: Supplier confirms that it is unaware of any improper benefit requested or received by any party in connection with these Terms.
- 9.3 Early Termination: The Parties agree that breach of this section of these Terms shall be considered a material breach of the agreement and that Elanco may immediately seek all remedies available under law and equity, including termination of the agreement, if it believes, in good faith, that Supplier has breached the provisions of this section of these Terms.

§ 10. USE OF PERSONAL INFORMATION BY ELANCO

10.1 Information Elanco Collects and How Elanco Use’s It:

Supplier’s personal information, including but not limited to name, contact information, bank details and information provided for the business transaction, etc. will be used by Elanco, or third parties acting on Elanco’s behalf, in order to set up the business transaction. Elanco values Supplier’s input about the quality of the business transaction Supplier receives and may also contact Supplier to ask for Supplier’s opinion. Elanco may also use the information to meet legal or regulatory obligations, inclusive of company record retention that are in the legitimate interest of Elanco.

Supplier’s information will be processed electronically in order to process the business transaction. Supplier may object to profiling via automated-decision making by contacting Elanco using the information in the “How to Contact Elanco” section below.

Supplier does not have to share Supplier’s information with Elanco, but if Supplier chooses not to share Supplier’s information, Elanco will not be able to fulfil its obligations under the Agreement.

10.2. Reasons Elanco Shares Your Information:

Elanco may share Supplier’s personal information with third parties including but not limited to transport companies, payment departments for purposes consistent with those identified in these Terms. All third parties that have access to Supplier’s information have agreed to protect the information and to use it only as directed by Elanco.

Elanco may also be required to disclose Supplier’s information in response to lawful requests by public authorities, including to comply with national security or law enforcement requests.

10.3. Where Elanco Stores and Works With Supplier’s Information:

Elanco may transmit personal information about Supplier to other Elanco affiliates worldwide. These affiliates may in turn transmit personal information about Supplier to other Elanco affiliates. Some of Elanco’s affiliates may be located in countries that do not ensure an adequate level of data protection. Nevertheless, all of Elanco’s affiliates are required to treat personal information in a manner consistent with this notice. To obtain additional information regarding the basis for transfers and safeguards that Elanco has in place for cross-border transfers of personal information, please contact Elanco at privacy@elanco.com or visit <https://www.elanco.com/privacy>

10.4. How Long Elanco Keeps Supplier’s Information:

Supplier’s Information will be saved for a period of time needed to fulfil legitimate and lawful business purposes in accordance with Elanco’s records retention policies and applicable laws and regulations.

10.5. How Elanco Secures Supplier’s Information:

Elanco provides reasonable physical, electronic and procedural safeguards to protect information Elanco works with and maintains. Elanco limits access to Supplier's information to authorized employees, agents, contractors, vendors, affiliates, and business partners, or others who need such access to information to carry out their assigned roles and responsibilities on behalf of Elanco. Please be aware, although Elanco tries to protect the information Elanco works with and maintains, no security system can prevent all potential security breaches.

10.6. Supplier's Privacy Rights:

Supplier has the right to request information from Elanco on how Supplier's personal information is being used and with whom that information is being shared. Supplier also has the right to request to see and get a copy of the personal information that Elanco has about Supplier, request its correction or request its erasure.

Supplier also has the right to have Supplier's information transmitted to another entity or person in a machine-readable format, in limited circumstances.

There may be limitations on our ability to comply with Supplier's request.

10.7. How to Contact Elanco:

Supplier may make any of the above requests by contacting Elanco at:

Chief Privacy Officer, Elanco Animal Health Inc., 2500 Innovation Way, Greenfield, IN 46410, U.S.A.

10.8. How to Submit a Complaint:

If Supplier wish to raise a complaint on how Elanco has handled Supplier's personal information, Supplier can contact Elanco's Chief Privacy Officer at privacy@elanco.com who will investigate the matter.

10.9. If Supplier is not satisfied with Elanco's response or believes Elanco is working with Supplier's personal information not in accordance with the law Supplier can register a complaint with a Data Protection Authority (DPA).

§ 10. FINAL PROVISIONS

10.1. Supplier will report to Elanco any animal welfare issues or concerns that may adversely affect the welfare of animals or validity of the testing being conducted. Examples include any animal illness, disease outbreaks, or any significant (i.e., reportable to a Governmental Authority) non-compliance with any country or local animal welfare laws, regulations, or standards.

10.2 In case any of the provisions of the Terms or the order are discovered to be, due to any reasons, invalid or unenforceable, it shall not affect the validity and enforceability of other provisions of the Terms or the order. If that is the case, the Parties undertake to manage their affairs and common interests so that the purposes specified in the Terms or the order could be fulfilled in a different possible manner, in compliance with the provisions of law.

10.3. Each Party hereby undertakes that, at the date of the entering into force of the Terms, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Terms and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

10.4. If during the performance of this Terms personal data are being managed, processed/forwarded, this shall be fully compliant with the applicable data protection provisions, General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)) (hereinafter: "GDPR") and to the Polish legal provisions to be issued concerning the enforcement of the GDPR. The Supplier shall be obliged to handle the personal and other data received by the Supplier strictly confidential and in compliance

- with the data protection principles and to conclude the data processing and other necessary contracts in compliance with the above provisions and as set out in section 8.5 and section 8.6 of these Terms.
- 10.5. Each Party hereby undertakes that its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Terms and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
 - 10.6. Failure to exercise or delay in exercising any rights under the Terms or the order shall not be deemed a waiver of the said rights. A single instance of waiving the rights or recurring waiver by any of the Parties shall not be deemed a permanent waiver or waiver referring to other cases.
To matters not regulated in the Terms or a particular order, the relevant provisions of the Polish law, and particularly of the Polish Civil Code referring to the sales agreement, contract of mandate or a contract for the performance of a specific task shall apply.
 - 10.7. In the event of any dispute in connection with the interpretation or performance of the Terms or the order, the Parties shall enter into negotiations with a view to resolving the dispute amicably. In the event of failure to reach an agreement under the procedure specified hereinabove, the competent tribunal court in Poland shall be competent for the resolution of the dispute.
 - 10.7. The Parties mutually represent that under no circumstances shall the Supplier be authorised by Elanco to assume, for and on its behalf, any liabilities towards other legal entities.
 - 10.8. Each Party has the right to terminate the orders submitted after the effective date.
 - 10.9 Either Party may terminate the agreement with immediate effect by giving written notice to the other Party, at any time, and without any liability for compensation if (i) the other Party commits a material breach of any of its obligation under the agreement and has failed to remedy such breach within 30 days from written notification hereof or (ii) the other Party becomes subject to any form of insolvency or bankruptcy proceedings.
 - 10.10 Elanco may terminate the agreement at any point of time, and without any liability for compensation, by giving Supplier 30 days' prior written notice, whereupon Elanco shall pay for all Services properly supplied by Supplier up to the date of termination. Supplier shall use its best endeavours to minimize any costs incurred between the date when notice of termination is given and the date of termination.