

GILEAD SCIENCES BELGIUM - GENERAL TERMS AND CONDITIONS OF SALE

1. THE CONTRACT - SCOPE

Any sale or offer to sell products (hereinafter referred to as the 'Products') by Gilead Sciences Belgium BV, having its registered office at Culliganlaan 2D, 1831 Machelen, Belgium and with enterprise number 0882.565.584 (hereinafter referred to as 'Gilead') and also any order for Products, are governed by the special terms and conditions of sale for offers, acceptances of orders, sales contracts or purchase orders or delivery notes of Gilead and imply the irrevocable and unconditional acceptance by the buyer of the Products (hereinafter referred to as the 'Buyer') of the current general terms and conditions of sale (hereinafter referred to as the 'General Terms and Conditions of Sale'), which the Buyer acknowledges he has read in full. If the special terms and conditions of sale differ from the current General Terms and Conditions of Sale, then the former shall prevail. The current General Terms and Conditions of Sale shall prevail over the purchase orders, general terms and conditions of purchase or any other contractual or commercial documents of the Buyer, to which the Buyer cannot appeal, subject to express written reservation to the contrary by Gilead.

2. OFFER AND ACCEPTANCE

Under no circumstances shall Gilead be deemed to have accepted orders placed by the Buyer without a written approval by a legal representative of Gilead or unless the ordered Products have been delivered to the Buyer. The Buyer cannot cancel any confirmed order. In the event of cancellation by the Buyer, the Buyer shall indemnify Gilead for the damage actually suffered as a result of such cancellation, which damage may, depending on the circumstances, amount to the full price of the Products. If the Buyer accepts delivery of the Products or arranges for these to be received, he will also be deemed to have accepted the current General Terms and Conditions of Sale and any document issued by Gilead at the time of the delivery or before this.

3. TRANSFER

The Buyer shall not transfer the order it has issued or the contract between the Buyer and Gilead without the prior written permission of Gilead. Gilead shall have the right to assign or transfer an order or contract in whole or in part to any other company or entity directly or indirectly affiliated to it.

4. TRANSFER OF TITLE – TRANSFER OF RISK

All products sold remain the property of Gilead until full payment of the invoiced price and the VAT. Transfer of title to the Products to the Buyer shall only take place when the abovementioned sums have been credited on the bank account of Gilead. Nevertheless, the risk of loss of and damage to the Products to be delivered shall pass to the Buyer at the time of delivery at the agreed place of delivery." The Buyer is obliged to take all necessary measures to distinguish the Products and to take all precautionary measures to make Gilead's title known in the event of attachment or demand for restitution by a third party. In order to verify whether the Buyer is complying with this obligation, Gilead is entitled to access storage locations of the Buyer or any other storage place or professional premises where it keeps its stocks of Products, after having obtained prior permission from the Buyer, which the Buyer shall not refuse on unreasonable grounds and provided that such access is limited to what is strictly necessary for verifying compliance with this Article and is carried out during normal business hours. In the event of failure to pay on the due date, Gilead can invoke its right of ownership after sending a notice of default addressed to the Buyer by registered letter with confirmation of receipt. The Products must in that case be returned to Gilead at the expense and risk of the Buyer, subject to any other right that Gilead wishes to exercise. If its request is not met, Gilead is entitled to demand return of Products through the competent court. The procedural costs will be at the expense of the Buyer.

In the context of its normal operations and subject to the conditions provided for by applicable law and regulations in connection with the distribution and storage of medicines, it is permitted for the Buyer to resell the supplied Products for the full price. In the event that the Products are sold on for the full price to third parties, the Buyer will be deemed to have transferred and surrendered the claims ensuing from such resales to Gilead. The Buyer undertakes to keep a register of resales so that these claims can be clearly identified.

The Buyer shall insure the Products subject to retention of title from the time of delivery, include Gilead as the beneficiary of its insurance and, in the event of damage, subrogate Gilead on request in its rights with regard to the insurer.

5. DISPATCH AND DELIVERY

The Products are shipped in specific packaging given their medical use. Upon receipt by the Buyer these must be stored under conditions that ensure that the Products do not undergo any alteration; these include among other things the storage conditions on the packaging or product leaflet, and in particular because of excessive heat. Deliveries will be made depending on availability at Gilead and in the sequence that orders are received. The delivery deadlines given by Gilead are only provided for indicative purposes and in good faith. The ordered Products will be delivered as quickly as possible based on their availability when the order is received. Gilead will inform the Buyer as soon as possible about any unexpected delays in the delivery when taking the order. Gilead reserves the right to split up a single order into several deliveries, after having informed the Buyer thereof.

6. RECEIPT AND RETURN

The Buyer must examine the Products immediately on arrival. In case of damage or shortages, the Buyer shall make a written objection on the delivery note and inform Gilead thereof as soon as possible in writing. In the absence of comments by the Buyer by registered letter with confirmation of receipt within five (5) working days of delivery, excluding public holidays, the delivery will be deemed to have been received and it will not be possible to have any recourse or make any protest against Gilead, the shipper or the forwarder, insofar as visible defects or shortages are concerned.

Gilead has a reasonable time limit within which to investigate damage to or non-compliance of Products. Subject to express written agreement from Gilead, the Buyer may not unreasonably withhold all or part of the payment for the Products as long as Gilead has not issued any written statement about the objections made by the Buyer.

Every return of the Products must be the subject of prior written agreement from Gilead and must be carried out in accordance with Gilead's instructions. In particular, the Buyer must ensure that the Products are returned in specific packaging in order to guarantee the integrity and stability of the Products. The transport costs as regards Product returns shall be at the expense of the Buyer.

It is prohibited to return any expired product without the prior written agreement of Gilead. In the event of a recall of batches of a Product, the Buyer undertakes to cooperate with Gilead and to take all necessary precautionary measures in order to remove the batches in question from the market. To simplify such recalls, the Buyer shall keep up-to-date registers with among other things the serial numbers of the batches, the quantities of Products sold and also all necessary information in relation to End Buyers and any other third parties involved.

7. PRICE

Subject to contrary conditions agreed in the special terms and conditions of sale, the prices of Products exclude VAT and any other tax or levy, but include the usual transport and insurance costs.

Gilead reserves the right to amend its prices and terms and conditions of sale at any time for future orders only, provided that it informs the Buyer thereof 30 days in advance.

8. PAYMENT TERMS

The Buyer shall make payments within 30 days of the invoice date, provided, however, that, for Public Hospitals which do not contract under a public procurement contract within the meaning of the Belgian public procurement legislation, a payment term of 60 days from the invoice date shall apply. For the purposes of these terms and conditions, "Public Hospital"

means any hospital that qualifies as a "contracting authority" within the meaning of the Belgian Act of 17 June 2016 on public procurement (and the implementing decrees thereof).

All invoices issued by Gilead or for the account of Gilead shall be deemed to have been accepted by the Buyer, unless the Buyer protests by registered letter with confirmation of receipt within eight (8) days, excluding public holidays, counting from receipt, without prejudice to the Buyer's right to invoke mandatory rights under applicable law. Protesting an invoice does not in any case suspend the Buyer's payment obligation.

9. DUE DATE

Non-payment of a single invoice on its due date will mean that all balances of other invoices will be immediately due by force of law, even if these invoices are not yet due.

Notwithstanding any other measure that it is entitled to take in the event of a failure to pay, Gilead may by force of law and without any further formality suspend performance of current orders, take any measures to offset claims that Gilead may still owe to the Buyer and demand provision of security, provided that such security is proportionate to the outstanding risk and amount due. The Buyer shall compensate all costs due to non-payment, including all costs incurred by Gilead in the event of an amicable claim for recovery or dispute regarding amounts that are due.

10. LATE PAYMENT

The Buyer is automatically liable for late payment interest at 1% per month on the unpaid invoice amount from the due date in case of failure to pay the invoice within the stated deadline without the need for notice of default. Moreover, all late payments shall give rise, by force of law and without prior notice, to payment of fixed damages, by way of compensation, of 10% of the outstanding invoice amount (with a minimum of EUR 125.00) without prejudice to Gilead's right to demand greater compensation on proving it has actually incurred greater damage and to any reduction that may be imposed by the competent court pursuant to mandatory law. Furthermore, Gilead may, in case of late payment or failure to pay, fully review the conditions in connection with the deadlines and payment arrangements agreed with the Buyer.

11. MISCELLANEOUS CONDITIONS

11-1. Unless Gilead has expressly provided for this in advance in writing, all descriptions, clarifications, drawings and more generally the properties stated in Gilead catalogues, brochures, price lists, user manuals and any other publications whatsoever are purely provided for indicative purposes. The Buyer shall not be satisfied with oral indications, but must obtain written confirmation thereof signed by a properly authorised representative of Gilead, for every clarification or element that the Buyer deems to be of material importance with regard to the Products. The Buyer shall place his orders in writing at sufficient intervals based on the quantities ordered, as agreed with Gilead.

11-2. Gilead may, subject to current regulations and practices, make any changes it considers useful or necessary to the Products.

11-3. The Buyer undertakes to comply with the Belgian regulations in the area of medicines law, in particular as regards the sale price of the Products, and also all instructions of Gilead and in particular as regards safety and the environment (including the temperature) for the storage, dispatching, use and handling of the delivered Products. If the Buyer resells the Products he shall pass these instructions on to the end buyer. The Buyer declares that he holds all necessary permits for the distribution of the Products.

11-4. The Buyer or any representative of the Buyer shall store the Products in accordance with the conditions for storage and preservation as described in the product leaflet and having regard to the relevant provisions in applicable law and regulations in connection with the distribution and storage of medicines.

Gilead is entitled to inspect stocks of Products of the Buyer at the Buyer's storage place or any other storage place or professional premises after having obtained prior permission from the Buyer, which the Buyer shall not refuse on unreasonable grounds.

11-5. The fact that Gilead does not invoke the conditions ensuing from these General Terms and Conditions at any time and for whatever reason, cannot be interpreted as a waiver of its right to require compliance with each of the conditions in these General Terms and Conditions of Sale.

11-6. The Buyer undertakes to comply with all laws and regulations in force in the United States or the European Economic Area in connection with restrictions on the import and export of Products to the extent such laws and regulations are applicable to the Buyer and compliance therewith does not contravene any mandatory provision of applicable Belgian or European Union law.

12. LIABILITY

12-1. In case a Product is non-compliant, the liability of Gilead shall, to the extent permitted by applicable law, be limited to refund or replacement of that Product at the discretion of Gilead.

Except in the event of fraud, wilful misconduct, gross negligence or liability that cannot be contractually excluded under mandatory law, Gilead cannot be held liable for any direct or indirect damage ensuing from the supply, retail sale or use of the Products, such as among other things (but not limited to) loss of profits, loss of income, loss of use, increased costs and expenses, including the costs, loss of market share or payment of compensation or interest or a penalty clause.

12-2. Gilead cannot be held liable for the consequences of failure by Buyer to comply with the legislation on the use of substances Gilead commercialises.

12-3. All instructions that Gilead may issue regarding the use and handling of the Products supplied are based on information, methods and practices that are deemed to be reliable at the time the Products are put on the market. In accordance with applicable law, Gilead cannot provide any guarantee or warranty or accept any liability for defects regarding the development of finished products that could be discovered by subsequent scientific and technological means, without prejudice to mandatory product liability rules under applicable law. Furthermore, recommendations made by Gilead do not release the Buyer from compliance with legislation and rights of third parties.

12-4. The Buyer undertakes to compensate and indemnify Gilead for any liability in relation to any complaint, cost or damage ensuing from abnormal, incorrect or non-compliant use of the Products, for negligence, for any infringement of these General Terms and Conditions of Sale or any error of the Buyer, including in particular (but not limited to) the storage of the Products under conditions other than those provided for in the product leaflet, use of the Products in circumstances or for purposes other than those for which the Products are intended or use or sale of any product manufactured by the Buyer which incorporates a Product.

12-5. The obligations of Gilead shall be suspended automatically and without any further formality and it will be held harmless against any liability in case of incidents or circumstances, whether these constitute force majeure or not, which affect Gilead, its suppliers or transporters, which arise after the contract has been concluded and prevent its normal implementation, such as (but not limited to) fires, floods, frost, any form of work stoppage, lock-out, civil commotion, wars, requisitioning, government decisions, pandemics or other viral outbreaks and any pertaining governmental measures (such as curfews and lock-downs), faulty machinery, accidents that affect production or storage, lack of raw materials, impossibility or difficulties as regards importing and exporting, delays or transport interruptions. In the event that such an incident or circumstance occurs, Gilead shall inform the Buyer thereof as quickly as possible.

13. TERMINATION

Gilead may terminate any order or contract which has been suspended for at least three (3) days in connection with one of the incidents or circumstances referred to in Article 12-5 of the General Terms and Conditions of Sale. Gilead may also terminate any sale contract if Gilead can demonstrate that the Buyer has acquired the Products with the intention to use them in a way that is prohibited by law, or to resell these in contravention of the regulations in force in the United States or the European Economic Area in connection with restrictions on imports and exports.

14. INTELLECTUAL PROPERTY RIGHTS

The Buyer does not hold any intellectual property rights whatsoever in relation to the Products. The sale of the Products does not entail any transfer whatsoever of intellectual property rights in relation to the Products. The Buyer shall not under any circumstances or for any reason whatsoever infringe or change any of the intellectual property rights or trade marks regarding the Products of which Gilead is the proprietor, nor apply for or obtain any legal protection for any element whatsoever in connection with the Products. The Buyer shall inform Gilead as soon as possible of any infringement of intellectual property rights in relation to the Products of which the Buyer becomes aware.

15. GOVERNING LAW - JURISDICTION

These General Terms and Conditions of Sale are governed by Belgian law, regardless of the nationality or domicile of the Buyer, the place of delivery or payment.

If any clause in the General Terms and Conditions of Sale or the contract of sale concluded with the Buyer is null and void, illegal or unenforceable this does not render the other clauses in the General Terms and Conditions of Sale or contract of sale concluded with the Buyer null and void, illegal or unenforceable. In case of disputes, the Courts of Brussels have sole jurisdiction regardless of the nature, cause or place of the dispute, even in the case of intervention or several defendants, regardless of the special terms and conditions of sale and payment, and even if the other party has stipulated a clause to the contrary.