

GILEAD SCIENCES NETHERLANDS B.V. - GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. DEFINITIONS

General Terms and Conditions:	Gilead's general terms and conditions of delivery that are included in this document.
DCC:	Dutch Civil Code.
Gilead:	Gilead Sciences Netherlands B.V., having its registered office in Amsterdam (the Netherlands) and having its place of business at Viñoly Tower, Claude Debussylaan 22, 1082 MD Amsterdam.
Buyer:	the party that intends to buy and receive delivery of Products from Gilead.
Agreement:	the agreement concluded between Gilead and the Buyer regarding the purchase and sale of Products.
Parties:	Gilead and the Buyer.
Product/Products:	the medicinal products offered and/or delivered by Gilead.

2. APPLICABILITY

The General Terms and Conditions shall apply to all Agreements and all offers and quotations made by Gilead with regard to Products. On request, the General Terms and Conditions shall be sent by Gilead free of charge. The General Terms and Conditions are an inseparable part of the Agreement. Any general terms and conditions of the Buyer are expressly rejected by Gilead and shall not apply to the Agreement or any other legal relationship between the Parties. The Buyer is presumed to have agreed with the General Terms and Conditions by ordering and/or accepting the delivery of Products. If any provision of the General terms and conditions is wholly or partly invalid, in breach of the law, non-binding or unenforceable, the remainder of the General Terms and Conditions shall continue in effect.

3. OFFER AND ACCEPTANCE

All offers made by Gilead shall be without obligation, unless a period for acceptance is expressly included in writing. A binding agreement shall only be formed after a written confirmation by Gilead. No order can be cancelled by the Buyer. If the Buyer cancels an order nevertheless, he shall owe Gilead, by operation of law and without any notice of default or any further legal formality, the full price of the sold Products exclusive of VAT.

4. TRANSFER

The Agreement cannot be transferred by the Buyer without Gilead's prior and written consent.

5. RESERVATION OF OWNERSHIP – TRANSFER OF RISK

The risk of the 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 ownership of the Products delivered by Gilead shall only pass to the Buyer after the Buyer has paid everything the Buyers owes to Gilead in respect of the delivery concerned, regardless of whether it is already due and payable. It shall be forbidden for the Buyer to re-sell any of the Products purchased from Gilead, other than as part of the Buyer's normal business operations, without having paid all the outstanding invoices for such Products. As long as one or more invoices are outstanding,

the Buyer is required to provide security for their payment to Gilead, at Gilead's first request, in the form desired by Gilead, failing which everything that the Buyer owes to Gilead shall become payable immediately and in full. If the Buyer is in default with any payment obligation, Gilead is entitled to take back the Products or to dispose of the Products otherwise at any time without any further notice of default and without court intervention. In order to dispose of the delivered Products, Gilead is entitled to access the area or space in which the delivered Products are situated or may reasonably be deemed to be situated at any time. As long as the ownership of the Products has not passed to the Buyer, the Buyer may not pledge the Products or grant any other right in respect of the Products to a third party. The Buyer is required to take all the measures required to individualise the Products and to take every precaution to make Gilead's rights of ownership known in case of a seizure or recovery by a third party.

6. PACKAGING AND DELIVERY

Gilead shall deliver the Products at the agreed place of delivery, in accordance with DDP (Incoterms 2020) in a specific packaging, given their medical destination. On receipt by the Buyer, they shall be stored in conditions that ensure that the Products do not undergo any change, such as, for example, the storage conditions set out on the packaging and/or in the patient leaflet, and in particular in order to prevent exposure to excessive heat. The deliveries shall be made according to Gilead's availabilities and in the order of arrival of the orders. An agreed delivery date shall be observed by Gilead to the maximum possible extent. A delivery date shall not be considered as a firm date and if Gilead delivers the Products after the delivery date, this shall not entitle the Buyer to compensation of any kind. Gilead shall inform the Buyer as soon as possible of any unforeseen delay in delivery following the acceptance of the order. Gilead reserves the right to divide any order, even if it has already been accepted, into several deliveries, after having notified the Buyer accordingly.

7. RECEIPT AND RETURN

The Buyer shall inspect the sent Products as well as their packaging immediately on their arrival for defects and visible damage and check whether the quality and quantity of the Products correspond and comply with what the Parties have agreed on these points. If any Products are damaged or missing and/or fail to comply with what the Parties have agreed, the Buyer shall make a written reservation on the delivery note and inform Gilead accordingly in writing as soon as possible. The Buyer shall do so by registered letter, and within seven days after delivery. Any defects (non-conformity) that could not reasonably be identified upon receipt of the Products shall be notified to Gilead by registered letter within seven days after their identification was reasonably possible, but in no case later than three (3) months after the date of delivery, while providing a detailed description of the defects. No claims of any kind shall be considered subsequently. If the filed complaints are found to be valid, Gilead shall either replace the Products or grant a discount/credit for the costs incurred, after which the Buyer can no longer make claims of any kind for further compensation. The submission of a complaint as well as all other current matters between the Parties shall in no event release the Buyer from his other (financial) obligations to Gilead. Gilead shall have a reasonable period for investigating the damage to or defects in the Products as alleged by the Buyer.

The Products may only be returned by the Buyer after Gilead's prior written consent. The Products must be returned in accordance with Gilead's instructions. If the expiration date of a Product has expired, it may never be returned, except with Gilead's prior written

consent. In addition, Gilead shall not accept any return if the Product is not in the state in which it was delivered by Gilead, in particular – but without limitation – in cases where the unique identifier (2D matrix code) of a Product has been deactivated and/or if the seal of the patient packaging has been tampered with and/or there are other reasons for assuming that the patient packaging (including the seal) is not (or no longer) in its original state, or if the check of the safety features of the Product demonstrates that it may not be authentic. If the Buyer returns Products in violation of the foregoing, Gilead shall not accept the return and send the Products back to the Buyer at the Buyer's expense, except where the Buyer demonstrates that the defect (non-conformity) existed at the time of the delivery or where Gilead has a legal obligation to keep the Products in its possession and notify the competent authorities under Commission Delegated Regulation (EU) 2016/161 of 2 October 2015. In this latter case Gilead may recover the costs involved from the Buyer. The transport costs relating to the return of the Products shall be for the Buyer's account, except where the Buyer's complaints about these Products have been found to be valid by Gilead.

In the case of a recall or call-back of batches of a Product, the Buyer shall cooperate with Gilead and take every required measure in order to recall the batches concerned from the market, even in cases where these Products are no longer in the Buyer's control. In order to simplify such a recall, the Buyer shall keep up-to-date registers that include, among other things, the serial numbers of the batches, the quantities of the sold Products as well as all the required information relating to the Buyer and any third parties to whom the Buyer has re-delivered the Products or any other third party involved.

8. PRICE

Unless agreed otherwise, the price of the Products shall be exclusive of VAT and/or any other government-imposed levies. The usual costs of transport and insurance are included. Gilead explicitly reserves the right to adjust its prices and the General Terms and Conditions at any time, provided the Buyer is informed hereof 30 days in advance.

9. PAYMENT TERMS

Payment shall be made by the Buyer within the strict deadline of 30 days of the invoice date. The Buyer's payments shall first be applied to any interest and (extrajudicial) costs that are due on account of late payment and shall then be applied to the oldest part of the outstanding principal.

Every invoice prepared by Gilead shall be considered as having been accepted by the Buyer, unless the Buyer has protested by registered letter within eight (8) days, excluding public holidays, to be counted from receipt. In no event will the protest suspend the Buyer's payment obligation.

10. PAYMENT PERIOD

Every payment incident shall have as its effect, by operation of law, that all the invoices that had not yet become due and payable become due and payable on the day of the above-mentioned incident.

Notwithstanding any another measure Gilead is entitled to take in the case of a payment incident, Gilead can suspend the execution of the current orders, take any measure of settlement with claims Gilead may still have to pay to the Buyer and require that security is furnished by operation of law and without any further formality. The Buyer must compensate all the costs on account of the non-payment, including all the costs incurred by

Gilead in the case of an amicable recovery or a dispute about the claims that are due and payable.

11. LATE PAYMENT

In the case of late payment, the Buyer shall owe interest, with effect from the due date and without any further notice of default, at a rate of 10% per year or the statutory interest rate, if higher, on the amount outstanding as per that date (including the extrajudicial costs that are payable subsequently). When computing the interest, a part of a month shall be considered as a full month. The Buyer must compensate Gilead for all costs and/or damage incurred or suffered by Gilead as a result of the Buyer's late payment, including all the extrajudicial and judicial collection costs. The extrajudicial costs that are payable shall be calculated on the basis of the outstanding amount, in accordance with the following scale: on the first €10,000: 15%; on the excess up to €50,000: 10%; on the excess up to €100,000: 5%; on the excess: 1%. They shall be at least €400 and shall not exceed €25,000 and their payment may be claimed as soon as the Buyer fails to comply with its payment obligations. If Gilead has good reasons to fear that the Buyer will not comply with its obligations under the Agreement, the Buyer shall furnish security, or cause security to be furnished, for the compliance with its obligations under the Agreement.

In the case of bankruptcy, a moratorium of payment or a seizure of all or part of the assets on the part of the Buyer, all the outstanding claims shall immediately become due and payable.

12. OTHER TERMS AND CONDITIONS

12-1. Unless Gilead has expressly stated otherwise in advance and in writing, every description, clarification, drawing, and, more generally, the features indicated in the Gilead catalogues, brochures, price lists, information leaflets, manuals and every other publication shall be purely indicative information.

The Buyer may not settle for any indications given orally, but must obtain a written confirmation of such indications, signed by a Gilead representative with legal authority to do so, for every clarification or every element the Buyer considers to be substantial in relation to the Products.

The Buyer shall place its orders in writing at adequate intervals according to the ordered quantities, as agreed with Gilead.

12-2. Subject to the current legislation, regulations and customs, Gilead may make any change in the Products it deems useful or necessary.

12-3. The Buyer shall follow any instruction given by Gilead, and in particular any instruction relating to the safety and environment (including the temperature) for storing, loading/shipping, using and handling the delivered Products. The Buyer shall only resell the Products if he holds the required permits to do so, in which case the Buyer shall pass on the above-mentioned instructions to such a customer.

12-4. The Products shall be stored by the Buyer or by every representative of the Buyer in accordance with the conditions for storage and preservation as included in the patient leaflet and with due observance of the standards and guidelines as recorded in the Guidelines on Good Distribution practice (2013/C 68/01) in particular.

Gilead is entitled to inspect the Buyer's stocks of Products at the Buyer's storage location or in any other storage location or professional premises after having received the Buyer's prior consent to do so, which may be refused for legitimate reasons only.

12-5. The fact that Gilead does not rely on any terms or conditions that ensue from these General Terms and Conditions at any time for any reason cannot be construed as a waiver of Gilead's rights.

12-6. The Buyer undertakes to comply with any legislation or regulations in the United States or the European Economic Area with regard to restrictions in the import or export of Products.

13. LIABILITY

13-1. In the case of non-conformity of any Product, Gilead's liability shall be limited to the full or partial repayment for or replacement of that Product, at Gilead's choice. Any further liability to compensate any damage on the part of the Buyer or any third party, including any indirect damage, is hereby explicitly excluded, unless such damage was caused by an intentional act or omission on the part of Gilead and except in cases of product liability, to the extent that Gilead is liable under Sections 6:185 up to and including 6:193 DCC.

13-2. The Buyer undertakes to compensate and hold Gilead harmless for any liability relating to any complaint, costs or damage resulting from the repackaging of Products in a different packaging form, any abnormal, incorrect or non-compliant use of the Products, for any negligence, for any violation of these General Terms and Conditions or for any error on the part of the Buyer or his subordinate(s) and/or representative(s), including in particular (but without limitation), the storage of the Products in conditions other than those provided by the patient leaflet, the use of the Products in conditions or for purposes other than those for which the Products are intended to be used, or the use or sale of every product made by the Buyer or his subordinate(s) and/or representative(s) which incorporates a Product.

13-3. Gilead's obligations to the Buyer shall be suspended by operation of law and without any further formality, and Gilead shall be released from each and every liability, in the case of events or circumstances (regardless of whether they constitute force majeure) which affect Gilead, its suppliers or carriers and which prevent normal performance, including (but without limitation), fire, flooding, frost, any stoppage of work, lock-out, insurrection, strikes, sabotage, war, reclamation, government decision, broken machine, accident affecting production and/or storage, lack of raw materials, impossibility of or problem with import or export or delays or interruptions in transport. If such an event or such a circumstance arises, Gilead shall inform the Buyer hereof as soon as possible.

13-4. If a third party suffers damage as a result of the alleged non-performance or incorrect or late performance of the obligations by the Parties and/or by persons engaged by them, the Parties will do their utmost to limit the damage as much as possible.

14. TERMINATION

14-1 Gilead can annul every order and/or other arrangement with the Buyer that has been suspended for at least 7 days due to any of the events or circumstances in article 12-3 of the General terms and conditions. Gilead can also terminate any Agreement with the Buyer, if Gilead demonstrates that the Buyer has acquired the Products with the aim of using them in any way that is prohibited by law or for the purpose of reselling them to a third party in violation of the legislation and regulations in the United States or the European Economic Area with regard to restrictions in the import or export of Products.

14-2 If the Buyer is in default and/or Gilead has good reasons to fear that the Buyer will not or not timely comply with its payment obligations (including in the case of the bankruptcy of, or a moratorium of payment for, the Buyer (or a petition to that effect), the seizure of all or part of the Buyer's assets and the sale or liquidation of the Buyer's

business), Gilead shall be entitled, without any obligation to compensate any damage and without prejudice to any rights Gilead has, to suspend all or part of the performance of the Agreement or to dissolve the agreement in writing with immediate effect.

15. INTELLECTUAL PROPERTY RIGHTS

The Buyer shall not infringe the intellectual property rights of Gilead and/or intellectual property rights created in respect of the Products. The sale of the Products does not constitute a transfer of intellectual property rights with regard to the Products. The Buyer shall inform Gilead as soon as possible of any infringement of the intellectual property rights in connection with the Products that the Buyer becomes aware of.

Confidential information, including, but without limitation, business information of Gilead which has been provided to the Buyer by Gilead, shall not be disclosed by the Buyer in any way.

16. APPLICABLE LAW – COMPETENT COURT

These General Terms and Conditions and any offers and Agreements and their execution or performance shall be governed by Dutch law.

The Vienna Convention on the international sale of goods shall not be applicable.

All disputes between the Parties shall be settled by the competent judge of the District Court of Amsterdam (“*Rechtbank Amsterdam*”).