Terms and Conditions of Purchase

1. General Provisions

1.1 Unless otherwise agreed between Takeda Pharma and the supplier in a particular case, all orders of Takeda Pharma shall be governed by our Terms and Conditions of Purchase subsidiary to the relevant transaction.

1.2 Even if the relevant transaction was concluded in a language other than German, our German Terms and Conditions of Purchase shall be applicable; any version of these Terms and Conditions in a different language shall be for information purposes only.

1.3 The supplier's general terms and conditions will not be acknowledged, except where Takeda Pharma agreed to the applicability thereof in writing.

2. Quotes

The supplier shall make quotes precisely according to Takeda Pharma's inquiry and shall explicitly indicate any variation in his/her quote. Quotes are given free of charge. The supplier shall be bound by his/her quote 6 weeks after receipt by the purchasing department of our affiliated company Takeda Pharma GesmbH, EURO PLAZA, Building F, Technologiestrasse 5, 1120 Wien.

3. Orders and Correspondence

3.1 Takeda Pharma may place orders in writing, by fax, by phone or in electronic form. Orders must be confirmed by the supplier in writing. Unless confirmations of orders are received by the purchasing department of Takeda Pharma GmbH immediately, but no later than 14 days after the order date, Takeda Pharma shall no longer be bound by its order.

3.2 Unless explicitly otherwise agreed, prices which are disclosed to Takeda Pharma are inclusive of all taxes and ancillary expenses, including, without limitation, transport costs. Prices that have been agreed upon or prices on which the contract is based shall be firm prices. Takeda Pharma will not accept any escalation clauses and the like, unless negotiated with Takeda Pharma on a case-by-case basis and agreed upon in writing. Unless otherwise agreed upon in writing, deliveries shall be made DDP, Takeda Pharma, Wien (Austria), in accordance with ICC INCOTERMS, as amended from time to time.

3.3 All correspondence shall be exclusively addressed to the purchasing department of Takeda Pharma GmbH.

4. Delivery Periods

4.1 The supplier shall precisely observe delivery dates and delivery periods.

4.2 If goods are delivered prior to schedule, Takeda Pharma may either not accept the delivery or charge the supplier for any costs it has incurred due to the premature delivery, e.g. warehouse rent, etc. If the delivery prior to schedule is accepted, the goods shall be deemed delivered on the agreed date for the purpose of the term of payment.

4.3 If the delivery date is exceeded, Takeda Pharma may either request the supplier to fulfil the contract and to pay damages for the delay or cancel the contract without granting a grace period and demand damages for failing to fulfil the contract.

4.4 As soon as the supplier is aware that he/she cannot carry out the delivery as agreed, he/she must immediately give notice to the purchasing department of Takeda Pharma GmbH, stating the reasons and the probable delivery date.

5. Warranty

5.1 The obligation to inspect deliveries of goods in accordance with Section 377 of the Austrian Business Companies Act (UGB) is explicitly excluded. Takeda Pharma must give notice of any visible defects of a delivery within 60 calendar days from receipt of the goods and it must notify all other defects within 60 calendar days after becoming aware of the defect. Should a part of a delivery be defective, the entire delivery will automatically be deemed defective. If notice of defects is not given punctually and/or properly, Takeda Pharma may at most no longer assert its claims for warranty, for damages for the defect itself and for error as to the defect-free condition of the delivery. All other claims of Takeda Pharma which result from a defective delivery (including, but not limited to, claims for reimbursement of consequential damage) will remain fully valid. If the UN Sales Convention is generally applicable to the relevant transaction, Article 39 thereof shall be excluded.

5.2 Disclaimers of any sort as well as limitations of the liability of the supplier, including, but not limited to, disclaimers or limitations of warranty or compensation, will not be accepted, unless expressly negotiated with Takeda Pharma on a case-by-case basis and agreed upon in writing.

6. Quality Audits and Infringements of Property Rights

6.1 Takeda Pharma may conduct or procure the conduct by qualified third parties instructed by Takeda Pharma of quality audits with the supplier after prior notice. The supplier shall provide Takeda Pharma or the third party instructed by Takeda Pharma with all necessary documents and information for the conduct of the quality audits and he/she will grant access to his/her production facilities for this purpose.

6.2 Where the supplier is not simultaneously the manufacturer of the goods ordered by Takeda Pharma, he/she shall ensure by suitable measures that the manufacturer of the goods complies with the obligations set forth in Clause 6.1.

6.3 The supplier guarantees that the intended use or disposal of the delivery by Takeda Pharma or its customers will not infringe upon industrial property rights, if any, or other rights of third parties. In this respect, the supplier shall hold harmless and indemnify Takeda Pharma and its customers.

7. Invoices and Payments

7.1 The supplier's invoices shall be consistent with all statutory requirements. If the supplier was provided with a purchase order number, this purchase order number is to be mentioned on the invoice, otherwise payment will be delayed. Invoices should be sent to Takeda Pharma GesmbH, EURO PLAZA, Gebäude F, Technologiestrasse 5, 1120 Wien. Electronic invoicing to an email address mentioned by Takeda Pharma is possible. Invoices may not be enclosed in the delivery. The payment period shall begin only once the accounting department of Takeda Pharma GmbH has received a proper invoice, which meets the legal requirements.

7.2 Any full or partial payment by Takeda Pharma shall not be deemed to constitute a confirmation of the proper delivery.

7.3 In the event of delayed payment Takeda Pharma will pay interest at the statutory rate, with the following exceptional default interest. In the event that the delay in payment was due to Takeda Pharma's slight negligence, the interest rate is 4% per year.

7.4 The supplier may not commission his/her purchase price claims against counterclaims of Takeda Pharma except with Takeda Pharma's prior written consent.

8. NON-DISCLOSURE

All information, documents and data that are sent to the suppliers by Takeda Pharma and/or its affiliates in connection with the present business transaction or that are otherwise made available to the suppliers are and remain the sole property of Takeda Pharma and must be treated as strictly confidential by the supplier.

They may not be passed on to third parties without legal grounds and may be used by the supplier exclusively for performance of the present business transaction.

Furthermore, the supplier undertakes, to the extent permitted by law, to bind to non-disclosure that is equally restrictive with respect to his/her employees, who receive knowledge of the above information, documents or data.

9. USAGE RIGHTS

9.1. To the extent permitted by law, all rights of use of all information, texts, data, reports, documents, films, photos and illustrations as well as other work results (hereafter collectively referred to as "Results") created or compiled by the supplier in the course of the present business transaction are transferred exclusively and without restriction to Takeda Pharma upon placement of the order, whether or not they are protected by copyright. This transfer includes the right to modification, editing, copying and any conceivable use of the Results by Takeda Pharma and the affiliates of the same and by third parties authorised by Takeda Pharma. To this end the supplier will send the Results to Takeda Pharma in a form that allows Takeda Pharma to readily reproduce, copy and edit the Results. Unless a differing agreement is formed, all Results must be provided as editable data (open data) on a CD-ROM. All Results must be treated as strictly confidential by the supplier, may not be passed on to third parties and may be used by the supplier exclusively for the performance of the present business transaction.

9.2. Likewise, exclusively and without restriction, the supplier transfers to Takeda Pharma the rights of use of any third-party rights contained in the Results (e.g. of texts, photographs, illustrations and music) in accordance with the paragraph above. Should these rights be restricted temporally, spatially, in content or with respect to types of use (e.g. advertising media) and therefore the aforementioned transfer is no longer possible, then the supplier will inform Takeda Pharma of this in advance, explicitly and in writing, and proceed in accordance with the further instructions of Takeda Pharma.

10. ANTI-CORRUPTION

The supplier undertakes to perform, in accordance with applicable laws, all services for which he/she uses the amount received and to neither directly nor indirectly offer, make, promise or approve gifts and other donations to public officials, regulatory authorities or other third parties nor to accept these, including but not limited to bribes, for the purpose of influencing, inducing or rewarding an action, omission or decision, in order thereby to gain an unlawful advantage or to close a deal. Conflicts of interest that could affect an independent decision must be disclosed to Takeda Pharma.

11. PHARMACOVIGILANCE

The supplier and any subcontractors for the supplier shall communicate to Takeda within one (1) Calendar Day of awareness, any reports of adverse events coincident with the use of any Takeda product, including but not limited to the particular product(s) that are the subject of this Agreement. An adverse event is defined as any untoward medical occurrences in a patient or clinical investigation subject administered a Takeda product, which does not necessarily have to have a causal relationship with this treatment. An adverse event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom or disease occurring during the time the Takeda product was used ("Adverse Event").

In addition, any special information report concerning a Takeda product defined as medication abuse or misuse, medication overdose (deliberate or accidental), medication errors, occupational exposures, interaction with food or other medications, pregnancy (or partner of a pregnant individual where the partner is exposed to a Takeda product), breastfeeding, lack of effect, off-label use, counterfeit/falsified product or suspected transmission of an infection by the Takeda product ("Special Information Report") regardless if an AE is also reported or not shall also be communicated to Takeda within one (1) Calendar Day.At a minimum, Takeda needs to receive the following information:

- what Takeda product is involved
- description of the Adverse Event or Special Information Report type.

  In addition, Takeda would like to also receive, when possible:
- patient identifier information (such as initials, gender or age)
- who is reporting the Adverse Event or Special Information Report (name, email address or phone number if possible)

Any additional details known should also be included in the report. All Adverse Event and Special Information Report cases should be reported to DSO-AT@takeda.com. Takeda may need to follow up with the original reporter and an attempt should be made to obtain the reporter's consent to be contacted by Takeda.

Any follow-up information from a previously reported Adverse Event or Special Information Report shall also be reported to Takeda within one (1) calendar day of the supplier's awareness.

12. Advertising

The supplier may refer to his/her business relationship with Takeda Pharma in advertising materials only with Takeda Pharma's prior written consent. This shall apply especially to links, if any, from the supplier's website to the website of Takeda Pharma or an affiliate of Takeda Pharma.

13. Final Provisions, Governing Law and Place of Jurisdiction

a. The supplier may not transfer or assign any or all of his/her rights and obligations to third parties, except with Takeda Pharma's prior written consent.

b. Austrian law shall apply, to the exclusion of conflict of law rules, if any.

c. Place of jurisdiction shall be Vienna, Austria. However, Takeda Pharma may also assert claims against the supplier at any other statutory place of jurisdiction.

27 September 2017