

GENERAL TERMS AND CONDITIONS FOR PURCHASING (SPAIN)

1. DEFINITIONS AND INTERPRETATION

1.1. In the event that the Purchaser and the Provider (or their respective Subsidiaries) have formalised alternative contractual terms or a framework agreement that regulates the purchase of the Products and Services stipulated in the Purchase Order, these alternative terms shall be applied in lieu of the present general Terms and Conditions.

1.2. The following definitions shall be applied in the present Terms and Conditions document.

"Subsidiaries" are any company, corporation or other entity that at any time, directly or indirectly, controls, is controlled or is under common control, whether by either the Buyer or the Provider, including but not restricted to and by way of example only, the subsidiary company, the parent company, a holding corporation or a member of a joint venture corporation.

"Confidential Information" is all company, technical, operational, product- or client-related, or personal information regarding the Purchaser, the Buyer or their respective Subsidiaries, which may be provided or obtained by a third party with respect to the provision of the Products and/or the Services;

"Data Protection Legislation" This term refers to the EC Directive that establishes protection for people with respect to the processing of personal data and to the free exchange of the data (95/46/CE) and to all of the local laws and regulations which make this Directive applicable which means for Spain, the Organic Law 15/1999, of 13 December, on the Protection of Personal Data and the Royal Decree 1720/2007, of 21 December, which approves the regulation implementing Organic Law;

"Delivery" is the act of delivering the Products and/or providing the Services to the address indicated in the Specifications or in the Purchase Order, depending on the case;

"Disclosing party" has the meaning established in Clause 11.1; **"Documentation"** is the documentation relative to the Products and/or the Services which must be provided by the Buyer pursuant to Clause 6 .1;

"Losses" are all of the losses, claims, responsibilities, costs, expenditures and damages of any nature;

"Personal data" has the meaning established in the pertinent legislation, specifically Organic Law 15/1999 of 13 December, regarding the Protection of Personal Data and its implementation process;

"Price" is the amount stipulated in the corresponding currency listed in the Purchase Order as the price for the Products and/or the Services;

"Products" are all articles, merchandise, supplies, materials or other items listed or referred to in the Purchase Order which the Seller must provide in accordance with these Terms and Conditions; **"Purchase Order"** is the order with a unique identification number that the Purchaser draws up regarding the Products and/or Services that should be delivered in accordance with these Terms and Conditions. The Purchase Order's unique identification number must be included on all of the invoices from the Seller for the Products and/or the Services delivered to the Purchaser so that the processing and payment of the invoice can take place;

"Purchaser" is the company of the Bristol-Myers Squibb, S.A. and its subsidiaries in Spain;

"Recipient Party" has the meaning established in Clause 11.1;

"Services" are the services established or referred to in the Purchase Order which must be provided by the Seller in accordance with the present Terms and Conditions, including the installation or maintenance services for the Products.

"Specifications" is the Purchaser's declaration of the requirements regarding the scope of the application and the performance-related specifications applicable to the Products and/or Services; **"Terms and Conditions"** are those which may be amended in due course by the Purchaser via written notification to the Seller and the Seller's approval. Any amendment to the Terms and Conditions shall be applied solely to those purchase orders for Products and/or Services made after said amendment takes effect;

"Warranty Period" is the 12-month period that begins with the Delivery of the Products, unless the applicable law provides for another period of time, in which case this shall be the warranty period for the Products and/ Services;

"Seller" means the person, company or corporation supplying the Products or providing the Services which is agreeing to the present general Terms and Conditions for Purchasing;

2. SCOPE

2.1. Provided that the Purchaser pays the Price, the Seller must provide the Products and/or the Services in accordance with the present General Terms and Conditions.

2.2. Excluding written approval to the contrary from the Purchaser or established in the Purchase Order, these Terms and Conditions shall prevail over any other term and condition, business terms, purchase conditions or recognition of the order provided by the Seller.

2.3. The Seller recognises that its provision of the Products and/or Services to the Purchaser is non-exclusive. Nothing contained in these Terms and Conditions shall restrict the capacity of the Purchaser from obtaining Products and/or Services equal or similar to the Products and/or Services from any third party.

2.4. Nothing contained in these Terms and Conditions commits to or guarantees any future purchase of Products and/or Services by the Purchaser from the Seller.

2.5. The Products and/or Services are purchased for the benefit of the Purchaser and its Subsidiaries.

3. DELIVERY

3.1. Unless otherwise agreed to in the Purchase Order or in the Purchase Specifications, the Seller shall deliver the Products or provide the Services to the Purchaser within a maximum of 30 calendar days beginning with the date of reception of the Purchase Order by the Seller. Time is of the essence when carrying out the Delivery.

4. PRICE AND PAYMENT

4.1. Unless otherwise agreed in writing with the Purchaser, the amounts included on the Purchase Order:

- a. Shall not be subject to variations due to the fluctuations in currency exchange rates.
- b. Shall include packaging, labels, customs taxes or charges, freight or transport.
- c. Shall not include indirect taxes (VAT or General Indirect Canary Islands Tax). Said taxes shall be added to the invoices issued by the Seller in accordance with the legislation in effect.
 - i. Unless the parties have agreed on alternative invoicing dates, the Seller shall issue an invoice upon delivery. The document must be sent to the Purchaser's address indicated on the Purchase Order. The Purchaser shall pay the invoiced amounts within the time period stipulated on the Purchase Order, unless discrepancies exist. Payment shall be made upon presentation of invoices considered legally complete. If the payment due date falls on a non-business day, the date shall be postponed until the next business day.
 - ii. The Purchaser may reasonably question the legal validity, precision or correctness of the invoice and shall be able to deduct the contested amount from the payment, whether wholly or in part, until the errors found in the document have been corrected to the Purchaser's complete satisfaction. The Seller shall provide the Purchaser with any information requested aimed at being able to verify the price included on the invoices.

5. OWNERSHIP AND RISK OF THE PRODUCTS

5.1. The ownership and risk of the Products shall be considered as transferred to the Purchaser upon the mere Delivery. The full ownership of the Products, free of pre-existing rights or interests by any third party, shall be transferred to the Purchaser through the payment of the total or partial Price corresponding to the Products actually delivered.

6. DOCUMENTATION

6.1. The Seller shall provide the Purchaser with all of the documentation relative to the Products and/or Services provided, usually by the Seller itself or in the manner that has been agreed upon. The documentation shall be sufficient enough to allow the Purchaser to be fully satisfied with the Products and/or the Services, including without limitation the documentation sufficient for operating, making full use of and/or maintaining the Products without depending on intervention from the Seller.

7. CANCELLATION, POSTPONEMENT, REFUSAL AND OTHER NON-COMPLIANCE

7.1. In the event that the Products and/or Services delivered do not effectively comply with the Specifications, the Purchase Order, and/or the operational, functional and technical specifications specified by the Seller, without the existence of limitations on the legal rights for the Purchaser, or in the event that the Delivery is delayed for more than seven calendar days after the agreed-upon delivery date, the Purchaser shall be able to:

- a. notify the Purchaser in writing that, effective immediately, the Purchaser rescinds totally or in part the Purchase Order for the Products and/or Services.
- b. refuse the Products involved or, if in the Purchaser's opinion 9. the delay or non-compliance is serious, all of the Products, 9.1. including those previously supplied.
- c. apply a 1% daily penalty beginning seven calendar days after the date stipulated for receiving the order on the Purchase Order.
 - i. If the Purchaser refuses all or part of the Products and/or rescinds all or part of the Services addressed in Clause 7.1, the Seller must accept the return and immediately pay the Purchaser the total invoiced Price and all of the costs incurred by the Purchaser arising from the return of the Products to the Seller.

- ii. The Purchaser reserves the right to be compensated by the Seller for the excess beyond the price which (if applicable) would have been paid by the Purchaser due to having to acquire other Products and/or Services delivered and/or provided by a third party in substitution of the Products and/or Services from the Purchaser refused by the Seller resulting from the Seller's non-compliance with the Specifications, the Purchase Order and/or the operational, functional and technical specifications agreed to by the parties, as well as for the losses and damages which may have been caused by the delay.
- iii. In the case of loss of or damage to the Products during the Delivery, the Purchaser shall immediately inform the Seller of this as soon as it has knowledge of it; the Seller must then, at its own cost and expense, promptly replace or repair the lost or damaged Products.
- iv. At any time that it so wishes, the Purchaser may, via written notification to the Seller, delay the Delivery of the Products and/or Services, as long as the communication regarding the delay of the agreed-to delivery date is done prior to the date originally agreed to by the parties in the Purchase Order.

8. WARRANTIES AND COMPENSATION

8.1. Without any restriction on the warranty or rights established by the law in accordance with applicable law, the Seller guarantees that:

- a. after the Delivery, the Products and/or Services effectively comply with the Specifications and the Purchase Order, and shall continue to comply with them during the Warranty Period;
- b. the Products are in accordance with their description and are effectively free of defects in their design, materials, manufacture and installation;
- c. the Products are of a satisfactory quality and are reasonably suitable for their purpose and use;
- d. the Products are new and have not been used by any person, unless agreed to in writing by the Purchaser;
- e. shall comply with all of the laws applicable at the time of supplying the Products and/or Services;
- f. the Products and/or Services shall comply with all of the applicable laws, rules and standards of the industry as well as the technical, functional or operational Specifications published by the Seller;
- g. all of the Services shall be carried out by competent, properly qualified and trained personnel;
- h. the Products (and/or the normal use of the Products by the Purchaser and its Subsidiaries) do not nor shall at any time infringe on the intellectual property rights of any third party;
- i. is not aware of any conflict of interest that may effectively have an adverse effect on its capacity to supply the Products and/or the Services as required in accordance with the present Terms and Conditions; and
- j. has the full and unrestricted right to deliver the Products and/or the Services in accordance with these Terms and Conditions and all applicable laws.
 - i. The Seller shall compensate the Purchaser for any Loss derived from its non-compliance resulting from any of the conditions addressed in Clause 8.1. In addition, if any time during the Warranty Period, the Seller has knowledge of any occurrence of noncompliance in the Delivery of the Products and/or the Services addressed in Clause 8.1(a) – (f), or the Purchaser notifies the Seller of said non-compliance, the Seller shall be obligated to immediately rectify said non-compliance without any cost whatsoever for the Purchaser.
 - ii. The Seller shall compensate the Purchaser and reimburse it for all judicial actions, costs, claims, suits, expenses and responsibilities of any type with respect to the direct, indirect or consecutive losses suffered by the Purchaser, or for those that the Purchaser may be responsible for arising from the lack of Delivery of Products and/or Services by the Seller in accordance with the contents of the present Terms and Conditions and/or Purchase Order, and/or the operational, functional and technical specifications agreed on by the parties.

9. EFFECTIVE TERM AND TERMINATION

These Terms and Conditions are legally binding on the Parties with respect to the Delivery of the Products and/or Services. Clauses 8, 10, 11, 12 and 14.2 shall prevail subsequent to the Delivery of the Products and/or Services.

9.2. The Purchaser may cancel the supply by the Seller of any Product and/or Service whose Delivery is outstanding immediately and by written notification by this Purchaser to the Seller. (a) in the circumstances established in Clause 7; and

(b) in the event that the Seller were to not deliver the Products and/or Services within the applicable period and with the quality requirements indicated in the Specifications as added to and/or clarified by the corresponding Purchase Order, and still not having corrected said non-compliance to the Purchaser's

satisfaction within 14 calendar days subsequent to the reception of the request by the Purchaser to resolve the non-compliance.

9.3. Any discontinuation or cancellation addressed in the above clauses does not exempt the Purchaser from the obligation of paying the Seller for the Products and/or Services satisfactorily provided prior to the date of said discontinuation, cancellation and termination takes effect.

10. CONFIDENTIALITY

10.1. One of the parties (the "Recipient Party") shall maintain the confidentiality of the other party's (the "Disclosing Party") Confidential Information and shall not use said Confidential Information for any other purposes without prior written consent by the Disclosing Party.

10.2. The Recipient Party may use, divulge and/or store the Disclosing Party's Confidential Information:

- a. in order to comply with its obligations in accordance with these Terms and Conditions;
- b. for any other reason required by applicable law;
- c. within its organisation and with its Subsidiaries or subcontractors on a "need to know" basis, as long as said recipients have formalised a broad commitment to confidentiality with the Recipient Party sufficient enough to protect the Disclosing Party's Confidential Information in accordance with these Terms and Conditions.

10.3. In order to avoid uncertainties, the obligations regarding confidentiality in this Clause 10 shall not apply in the following cases if the information is:

- a. of public domain, unless there is non-compliance with Section 11.1 by the Recipient Party;
- b. divulged correctly by a third party or known to Seller before the date on the Purchase Order; or
- c. being divulged as a requirement for complying with a legal requirement, regulation or guideline applicable for trading in the securities market.

11. DATA PRIVACY

11.1. When providing Products and/or Services, the Seller shall comply with the legislation and implementation process on Data Protection regarding the Personal Data of the clients, personnel or consultants of its Subsidiaries or of the Purchaser obtained by the Seller with respect to these Terms and Conditions (the "Buyer's Personal Data").

11.2. Without limiting what is established in Clause 11.1 and in compliance with article 12 of the Organic Law 15/1999, of December 13 on the Protection of Personal Data ("LOPD") the Seller must:

- a. process the Purchaser's Personal Data only in connection with the Purchaser's instructions as included here or in the pertinent Purchase Order and ensure that these data are used exclusively for carrying out the Seller's obligations in accordance with these Terms and Conditions and not for any other purpose;
 - b. take all reasonable steps to ensure the Purchaser's Personal Data is protected against misuse, loss, and unauthorised modification, access or disclosure; and establish and enforce the required security measures in accordance with Organic Law 15/1999 of 13 December, regarding the Protection of Personal Data and Royal Decree 1720/2007 (or any other Regulation that may modify or completes the said Laws and Regulations),,and ensure that the Purchaser's Personal Data are not subject to any illegal or unauthorised processes or to accidental loss, destruction or damage;
 - c. not divulge the Purchaser's Personal Data to any third party, not even for storage purposes;
 - d. at the Purchaser's request, destroy or return the Purchaser's Personal data as well as any files or records containing Personal Data subsequent to the termination or expiry of the Purchase Order;
- In case the Seller intends to subcontract all or part of the Services, the Seller shall have to previously communicate to the Purchaser the details of the subcontractor and comply with the provisions set forth in article 21 of the Royal Decree 1720/2007, of 21 December.

12. INTELLECTUAL PROPERTY

12.1. The intellectual property rights of the Purchaser or the Seller, as applicable, which may exist on the date that the Seller receives the Purchase Order, shall continue to belong or continue to be authorised to the party that introduces said rights. 12.2. All of the intellectual property rights to the Products and/or Services created specifically for the Purchaser and paid for by the Purchaser in accordance with these Terms and Conditions as part of the Price shall be ceded to the Purchaser immediately subsequent to their creation. The intellectual property rights are ceded for use world-wide, for the duration of the effective period of protection and for all of the channels, media, forms and formats of use, including without restriction the right to reproduce, use, adapt, modify, transform, publish, distribute, carry out and publicly communicate, translate and prepare derived work, or cede, sell or authorise said rights exclusively and non-exclusively.

12.3. The Seller concedes a non-exclusive (or other maximum effective period permitted by applicable law) licence to the Purchaser and to its Subsidiaries and with its licensing payments fully paid, to use, copy and

store any of the pre-existing property rights or third-party rights that make up part of the Products and/or the Services that are necessary in order for the Purchaser to receive the benefit of the Products and/or Services.

12.4. The Seller must, upon the request of the Purchaser, carry out all of the activities and formalise all of the documents reasonably required in order to allow the Purchaser to obtain the benefit addressed in this Clause 12.

12.5. All use by the Seller of the names of the Product or of the company, the logos or trademarks of the Purchaser or of its Subsidiaries requires prior written consent by the Purchaser. All of these names, logos and trademarks shall continue to be the exclusive property of the Purchaser, of its Subsidiaries and of its authorised parties, as applicable.

13. INSOLVENCY

13.1. The Seller must communicate promptly and in writing to the Purchaser, and the Purchaser shall have the right (without prejudice to the other rights that may be in favour of the Purchaser) – via written notification to the Seller – to rescind totally or in part the Purchase Order for the Products and/or Services if the Seller were to agree to any proceedings or agreement with or in benefit of any of its creditors, go bankrupt, have a resolution for receivership due to bankruptcy pronounced against it, have an auditor or an auditor and manager named for it or it enter into bankruptcy proceedings - whether voluntary or involuntary - or become subject to judicial supervision.

14. MISCELLANEOUS

14.1. The present Terms and Conditions replace and prevail over all previous Terms and Conditions and shall be applied independently of any subsequent commitment, discussion or agreement regarding to its contents, as well as any of the Vendor's general or special terms or conditions.

14.2. These Terms and Conditions are governed by the laws of Spain and are subject to the exclusive jurisdiction of the courts in Madrid.

14.3. The Purchaser shall notify the Seller of all modifications to these Terms and Conditions.

14.4. The Seller, unless expressly agreed otherwise, may not cede nor transfer, nor make a novation regarding its obligation (or its rights) to supply Products and/or Services, basing itself on these Terms and Conditions.

The Purchaser may cede and transfer or make a novation of its rights and obligations basing itself on or deriving them from these Terms and Conditions after notifying the Seller in writing that said assignment and transfer or novation has taken place.

14.5. If any of the provision of these Terms and Conditions is illegal or inapplicable, said provision shall be excluded and those remaining shall be applied to the extent practicable.

14.6. The Seller and the Purchaser are independent contractors and neither they nor their respective personnel are in a corporation, joint venture company, employment relationship or agency as a result of or in relation to the supply of the Products and the Services. 14.7. Except as otherwise specified here, no third party shall have benefits or rights derived from these Terms and Conditions.

14.8. Neither the Purchaser nor the Seller shall be responsible for any Loss derived directly or indirectly from non-compliance or delay in complying with their respective obligations in accordance with these Terms and Conditions to the extent and during the time that said non-compliance or delay is caused by circumstances out of their control to the extent practicable.

14.9. These Terms and Conditions are being provided only in English, and they shall prevail for all intents and purposes over those written in other languages.