

General Purchase Conditions of December 1st,2012

Johnson & Johnson Medical Products GmbH

1. Conclusion of Contract

These General Purchase Conditions shall apply without any exception to all orders of Johnson & Johnson Medical Products GmbH (J&J) with the beginning of December 1st,2012 and replaces the former Conditions from September 1st,2009.

J&J shall be entitled to change these General Purchase Conditions from time to time by means of a simple notification to the Supplier.

Diverging conditions of the Supplier shall only apply if expressly acknowledged in writing by J&J. Changes of and/or amendments to these General Purchase Conditions shall only be valid if confirmed expressly in writing by J&J to the Supplier.

Any change made by the Supplier as compared with the order or J&J, shall entitle J&J to rescind the order. If the order is carried out nevertheless, these General Purchase Conditions shall exclusively apply.

J&J acknowledges written orders only. Verbal agreements are nonbinding unless confirmed by J&J in writing. The order number must be included on the invoice.

Orders placed by J&J are issued through the Ariba purchasing software and are generally transmitted electronically (by fax or e-mail). These orders do not have any signature but are to be construed as legally valid documents.

The Supplier must confirm orders immediately in writing.

2. Prices and Payment

Unless otherwise agreed, the prices are fixed prices and cover all costs up to the place of performance.

Any tax (VAT) must be indicated separately on the invoice.

Unless otherwise agreed, payment shall be made

- upon receipt of the goods at the place of performance,
- upon receipt of the bill issued with the J&J order number on it
- upon receipt of all usually required and contractually stipulated documents
- within 45 days net / within 30 days with 0,75% discount / within 10 days with 2% discount
- exclusively via bank transfer

2.1. Payment of fees

In consideration for the purchase of the products/delivery of the services Buyer will pay to Supplier the fees as set out in the Purchase Order. Supplier shall issue an invoice upon delivery of the products/when the services have been rendered. All fees will be invoiced and are payable in the currency stipulated in the purchase order, unless otherwise agreed between the parties.

Each invoice will state at least (i) the relevant purchase order number, (ii) the detail of the purchase being made, (iii) the address of Buyer, (iv) the VAT/UID registration number of Buyer and, if existing, the VAT/UID number of Supplier.

2.2. eInvoicing

Supplier shall implement and fully utilize electronic invoice delivery, at no additional cost for Buyer, either directly via eInvoicing provider OB10, via an eInvoicing provider with proven direct "interoperability" capabilities with OB10 or by using the Buyer's supplier portal solution. In the event that eInvoicing is not allowed by mandatory local law, Supplier shall send the invoice to the "Mail Invoice To" address as stipulated in the purchase order.

2.3. Payment obligation

Invoices that do not comply with the requirements set out under articles 2.1 and 2.2 will not trigger any payment obligation by Buyer and thus Supplier shall not be entitled to any late payment fee.

2.4. Late payment fee clause

If Buyer fails to meet the payment term, at the request of Supplier a late payment fee shall be due for the period of default no higher than the interest rate applied by the European Central Bank to its most recent main refinancing operations on the date of receipt of the invoice, increased by three percentage points (3%).

Payment can be executed through an account in the name of J.C. General Services CVBA / Johnson & Johnson G.T.S.C., a Johnson & Johnson company that we will authorize to pay on our behalf.

3. Sub-Suppliers

The Supplier shall be liable for its sub-suppliers as vicarious agents, just as for itself.

If the Supplier intends to have the parts ordered from it made by third parties or to have services carried out by third parties, it must obtain consent from J&J not later than prior to the placement of the order.

4. Place of Performance, Transport and Packaging

The place of performance shall be the place of delivery indicated in the order.

The stipulated type of transport must be warranted.

All benefits and risks shall pass to J&J as soon as the goods are handed over properly at the place of delivery.

The goods ordered shall be packed as usual in the respective trade and pursuant to the instructions of J&J, respectively.

4.1. Special Clause:

In case goods are shipped on wood pallets to the ship to location as defined in this PO, the supplier shall ensure that such wood pallets comply with the following: Wood pallets must be constructed from lumber sourced from countries that prohibit the treatment of wood with any form of halophenol based chemicals (including but not limited to 2, 4, 6 trichlorophenol, 2, 4, 6 tribromophenol, any of the tetrachlorophenols, any of the tetrabromophenols and pentachlorophenol). Wood pallets used must have been heat treated only, in accordance with the Heat Treatment standards set forth in International Standards for Phytosanitary Measures Publication No. 15, 2009 Revision (ISPM 15). Additionally, the sourced lumber or finished pallets shall not be shipped or stored with pallets or materials that may contain the chemicals mentioned above. While ISPM 15 currently provides for the use of Methyl Bromide (MB), the use of pallets fumigated with Methyl Bromide is also prohibited. All wood pallets must be labeled with the HT stamp in accordance with ISPM 15 Annex II. These requirements are effective immediately. Failure to meet the above requirements of this paragraph may lead to rejection of shipments at supplier's expense.

5. Delivery Date, Late Delivery, Contractual Penalty

The indicated delivery dates are informative dates of arrival at the place of delivery and are fixed deadlines.

The Supplier agrees to inform J&J immediately in writing, if any circumstances occur or become known to the Supplier that show that the stipulated delivery term cannot be complied with.

In case of late delivery resulting from any fault of the Supplier, J&J shall be entitled to charge a penalty of 0.15% of the net purchase price (purchase price less VAT) per day of delay commenced, however, in total not more than 5% of the net purchase price corresponding to the final invoice. J&J reserves the right to assert additional legal claims.

6. Warranty

Upon acceptance of the order, the Supplier shall confirm that its product complies with the pertinent Austrian regulations, the applicable customs in trade and the requirements of the order. The Supplier agrees to provide at its cost a sufficient number of the required conformity declarations and other necessary and useful documents. The Supplier is prepared to allow J&J at any time upon request to inspect the documentation on the risk analysis and security concept relating to the subject of the delivery.

The Supplier shall be liable for the impeccable condition and fitness of its goods pursuant to the order for the customary purpose known to the Supplier.

It shall further be liable that the use of the goods will not infringe rights in rem or other rights of third parties.

J&J shall not be bound to check the Supplier's goods for defects on delivery, not even randomly. The requirement to raise objections shall not apply.

The warranty term shall be 24 months for moveables and 36 months for immovables and shall commence upon the delivery of the goods at the place of performance. If the goods are partially or completely exchanged, the warranty period shall start anew upon delivery of the exchanged goods at the place of performance.

7. Non Performance or Legally Insufficient Performance

In case of late delivery (Clause 5) or warranty (Clause 6) or of any other breach of contract or of these Purchase Conditions, J&J shall have the right to freely decide whether to claim conversion, reduction of the purchase price or the delivery of other goods
In all cases, J&J shall be entitled to demand full compensation of damages resulting from non-performance or legally insufficient performance.

8. Product Liability

The Supplier agrees to provide for a sufficient product liability insurance and to prove this fact any time to J&J.
The Supplier agrees to promptly inform J&J in writing of any problems concerning the goods ordered.
The Supplier agrees at its costs to give all necessary information to J&J and to grant to J&J the right of inspection as well as to resolve all problems with the goods delivered or to be delivered at its costs after consultation with J&J.
The resolution of problems shall also include consequential damages to persons, environment and goods.

9. Industrial Property Rights, Secrecy

If J&J so requests, the Supplier shall sign the "Johnson & Johnson Agreement on the Maintenance of Secrecy" and shall comply with all its provisions. However, independent there from, the Supplier agrees to treat as strictly confidential all information and data, that are not intended for an unlimited number of persons, of which he learns in the course of the business relationship.

10. Severance Clause

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this.

11. Choice of Law, Legal Venue

All business transactions concluded pursuant to these General Purchase Conditions shall be subject to Austrian law with the exception of the conflict of law rules of the Austrian law so that Austrian law shall apply in any case.
For these transactions the exclusive jurisdiction of the respective competent court of the First District of Vienna is hereby stipulated.

HOURS OF RECEPTION: Monday to Thursday 7.30 am to 5.30 pm
Friday 7.30 am to 3.00 pm

LETTER OF AGREEMENT:

We hereby agree to all points in the General Purchase Conditions dated December 1st, 2012.

..... , this day of

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Company stamp, signature