

General purchase conditions of the Dutch companies in the Astellas Pharma Group, including Astellas BV, Astellas Pharma Europe BV, Astellas Pharma International BV and Astellas Pharma BV (each company hereinafter referred to as "ASTELLAS")

1. General

1.1 These General purchase conditions apply to all offers, orders and purchase agreements with respect to the sale of goods and/or the rendering of services by a third party (hereinafter Supplier) to ASTELLAS.

1.2 The applicability of any general sales conditions of the Supplier or any other conditions of the Supplier is hereby explicitly rejected. Provisions that deviate from these General purchase conditions can be invoked by the Supplier only if and to the extent that these provisions have been accepted by ASTELLAS in writing. In case of contradiction or ambiguity between provisions of the purchase agreement and these General purchase conditions the agreement shall prevail.

2. Offers, orders and agreements

2.1 ASTELLAS will only be bound in the manner as laid down in a written order confirmation and/or agreement concluded between ASTELLAS and Supplier.

3. Price

3.1 The agreed price is exclusive of V.A.T., but inclusive of all costs, duties, adequate packaging, inspections, tests, certificates and the like. The agreed price is fixed for the duration of the agreement/order.

4. Delivery

4.1 Delivery shall take place Delivery Duty Paid (Incoterms 2010) agreed location and shall include unloading at the location designated by ASTELLAS.

4.2 The agreed time of delivery is of the essence. Failure to deliver on time puts the Supplier in default without notice.

4.3 Deliveries in part or prior to the agreed delivery time require the written consent of ASTELLAS.

4.4 Supplier shall ensure that all legal requirements with regard to transportation and packaging have been met at the time of delivery.

4.5 The delivery is completed only if all the goods have been delivered or all the services have been rendered in accordance with the agreement/order and accepted by ASTELLAS.

4.6 ASTELLAS is at all times entitled to inspect, have inspected or test the goods or services to be delivered or rendered.

4.7 Any establishment by ASTELLAS of failure of the Supplier does not release Supplier from its obligations and/or liabilities.

5. Assignment and subcontracting

5.1 Supplier is not allowed to assign the agreement/order in whole or in part to a third party without the prior written consent of ASTELLAS.

5.2 Any subcontracting does not relieve the Supplier from its obligations or liabilities under the agreement. The Supplier shall hold harmless and indemnify ASTELLAS for any claim of a third party in relation to such subcontracting.

6. Risk and transfer of title

6.1 The risk of the goods shall remain with Supplier until delivery to and final acceptance by ASTELLAS has been made.

6.2 Title to the goods shall pass to ASTELLAS as soon as all the goods have been delivered in accordance with the agreement/order and accepted by ASTELLAS.

6.3 In the event that ASTELLAS is unable to take delivery of the goods at the agreed time of delivery, the Supplier shall arrange for proper storage of the goods and shall take the necessary precautions in order to prevent damage to the goods or loss of quality of the goods.

6.4 No retention of title can be invoked by the Supplier.

6.5 If the supplier fails to deliver the goods or services by the time or within the period(s) as set out in the agreement, the Supplier shall pay to ASTELLAS liquidated damages as stipulated in the agreement. The payment of such damages shall not relieve the Supplier from its obligation to deliver the goods or services or from any other obligations and liabilities under the agreement, and shall not affect other rights of ASTELLAS to claim damages or to request performance.

7 Intellectual property rights

7.1 Supplier warrants that the goods delivered and/or services rendered do not infringe any intellectual property rights. Supplier shall indemnify and hold ASTELLAS harmless against any and all claims, damages or costs of third parties and ASTELLAS related thereto.

7.2 The intellectual property of any item or idea that has been developed by the Supplier in co-operation with or on instruction of ASTELLAS shall vest in ASTELLAS and may not be used for the benefit of third parties unless ASTELLAS has given its prior written approval to such use.

8 Confidentiality

8.1 Supplier shall keep all information obtained from ASTELLAS as a consequence of the agreement / order strictly confidential and shall without ASTELLAS's prior written consent not disclose such information to any third party nor use the information for its own benefit.

9. Warranty

9.1 Supplier warrants that the goods delivered and services rendered are of first class quality, construction and / or material, free of defects and in accordance with ASTELLAS specifications, suitable for the intended use and in conformity with any governmental or European Union regulation, instructions and /or guidelines.

9.2 The warranty period amounts to at least 12 months after transfer of title, unless a longer statutory warranty period applies.

9.3 During the warranty period, Supplier shall remedy any defects or replace the defective goods and or - in case of defective, incomplete or non-conforming services - render the services as indicated by ASTELLAS at no costs to ASTELLAS at ASTELLAS's first request. If in the opinion of ASTELLAS the Supplier fails in any way to do so adequately, ASTELLAS shall be entitled to have such defects be repaired or - in case of goods - have such defective materials be replaced or - in case of services - such services rendered by a third party at the Supplier's expense.

10. Liability

10.1 Supplier shall be liable to ASTELLAS for both direct and indirect costs (including attorneys fees) and damages suffered by ASTELLAS in connection with the manufacture of the goods or any defect in the goods due to any default or negligent act or commission of Supplier or in connection with any failure of Supplier to fulfil its obligations, including costs and damages caused by its personnel or third parties contracted by Supplier. Supplier shall indemnify and hold ASTELLAS harmless from any claim of any third parties with respect thereto.

11. Suspension and dissolution

11.1 The agreement/order may be suspended or dissolved at ASTELLAS's option, immediately by written notice in any of the following events:

- (a) If the Supplier commits a breach of any of its obligations under the agreement/ order which, if it can be remedied, remains unremedied after the expiry of thirty (30) days from the date of a written notice from ASTELLAS specifying the breach;
- (b) A dissolution of Supplier's entity;
- (c) Supplier becomes insolvent;
- (d) Supplier makes a voluntary or involuntary general assignment of its assets for the benefit of creditors;
- (e) A petition of bankruptcy in respect of Supplier is filed;
- (f) A receiver or trustee is appointed for all or any part of Supplier's property;
- (g) If Supplier is prevented to fulfil its obligations for a period of more than thirty days due to force majeure;

11.2 In case of dissolution by ASTELLAS, ASTELLAS's only obligation to Supplier is to compensate Supplier for the goods and/or services delivered at the pro rata price, only and in so far ASTELLAS has accepted the goods or services rendered. All claims that ASTELLAS may or shall have against the Supplier shall become due and payable upon dissolution of the agreement.

11.3 In case of suspension, all obligations of the Supplier will remain in force during the period of suspension; such period will be maximized to 60 calendar days after written notice by ASTELLAS, unless ASTELLAS decides to exercise its right of dissolution.

12 Materials made available to the supplier

12.1 Any materials, documentation and information from ASTELLAS that have been made available to the Supplier shall under all circumstances remain the property of ASTELLAS. The Supplier shall use these only in order to fulfil its obligations under the agreement.

12.2 Supplier shall promptly report to ASTELLAS in writing, any contradiction between the schedule of requirements, the agreement, the specifications and/or materials, documentation and information that have been made available by ASTELLAS to the Supplier.

13. Payment

13.1 Upon delivery of the goods or services the Supplier shall invoice the agreed price by means of an invoice to ASTELLAS. Provided that the Supplier has fulfilled its obligations under the agreement the invoice shall be paid by ASTELLAS within 60 days after receipt of that correct invoice.

14. Disputes and applicable law

14.1 These General purchase conditions and any agreement, order and offer to which these conditions apply shall be governed by the laws of the Netherlands.

14.2 All disputes arising in connection with these General purchase conditions and any agreement, order and offer to which these conditions apply shall be exclusively submitted to the competent court of law in The Hague, The Netherlands.

14.3 The Convention on the International Sale of Goods shall not be applicable.