



GENERAL TERMS AND CONDITIONS

These BeiGene General Terms and Conditions shall apply to the supply of goods and/or services to be made by a supplier or a service provider ("**Supplier**") pursuant to a Purchase Order ("**PO**") to the BeiGene entity named in the PO ("**BeiGene**").

BeiGene's General Terms and Conditions supersede, and BeiGene expressly rejects the applicability of, any other general terms and conditions of the Supplier including any such terms appearing on or referred to in any documents issued by the Supplier such as quotations, acknowledgements of order, invoices, or delivery notes. The Supplier may accept BeiGene's General Terms and Conditions in writing, email, fax, and acceptance will be deemed through any other manifestation of acceptance including, but not limited to: performance initiation, provision of products or services, payment acceptance, whichever may occur first. The acceptance of BeiGene's General Terms and Conditions as above described shall constitute a waiver by the Supplier of all terms and conditions contained in any quotation, acknowledgment or order, invoices, delivery notes, or any other communications which are inconsistent with BeiGene's General Terms and Conditions.

If BeiGene and the Supplier agreed a BeiGene Service Agreement or Master Service Agreement and a Statement of Work or Work Order (together the "**MSA**") both the terms of the MSA and these BeiGene General Terms and Conditions will apply and to the extent that there is any inconsistency between these BeiGene General Terms and Conditions and the MSA, the MSA shall apply. This BeiGene General Terms and Conditions shall adopt the terms and conditions of the MSA. This PO shall take effect on the PO date first written above and shall continue to be effective until the delivery date as noted on this PO or until completion of the services.

If the Purchase Order is meeting related, the details of the services to be provided by the Supplier pursuant to this Purchase Order are set forth in the agenda for the meeting and the quotation that the Supplier has provided to BeiGene for the services in connection with the meeting, each attached to this Purchase Order.

1. Delivery:

Time is of the essence. The Supplier will deliver goods or render services in accordance with the date(s) specified on the PO. If delivery of goods or rendering of services is not completed in the agreed timeframe, BeiGene reserves the right without liability, in addition to its other rights and remedies, to terminate a PO by notice effective when received by Supplier as to goods in transit, goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Supplier for any direct loss incurred by BeiGene. For the purposes of this PO, delivery shall be made at the place specified in the PO or otherwise designated by BeiGene. Supplier shall package all goods in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. BeiGene's PO number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

2. Payment:

As full consideration for the performance of the services, delivery of the goods and the assignment of rights to BeiGene as provided herein, BeiGene shall pay Supplier the amount agreed upon and specified in the applicable PO, forty-five (45) days from the date BeiGene's Accounts Payable receives the Supplier's invoice unless otherwise specified in the PO or MSA, or required by mandatory governing law. The price in the PO is a firm price and (subject to clause 3) is not subject to any variation. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed



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surcharges shall be stated separately on Supplier's invoice. Payment of any invoice shall not constitute acceptance of the relevant goods and/or services. All personal property taxes assessable upon the goods prior to receipt by BeiGene of goods conforming to the PO shall be borne by Supplier. Supplier shall invoice BeiGene for all goods delivered and all services performed in accordance with these Terms and Conditions within ninety (90) days of completion of the services or delivery of goods and must reference the applicable PO number. BeiGene may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved.

3. Inspection/Testing/Acceptance:

BeiGene shall have the right to inspect such goods and services and to reject any or all said goods or services which are in BeiGene's judgment defective or nonconforming. Goods or services rejected, and goods supplied in excess of quantities ordered herein may be returned to Supplier at its expense and, in addition to BeiGene's other rights, BeiGene may seek reimbursement from Supplier for the expense of unpacking, examining, repacking and reshipping with respect to such goods or may obtain a credit with respect to such rejected Services. In the event BeiGene receives goods whose defects or nonconformity is not apparent on examination, BeiGene reserves the right to require such goods to be replaced by Supplier, as well as claim for any loss or damage suffered by BeiGene directly in connection with such defect or nonconformity.

Nothing contained in these General Terms and Conditions shall relieve in any way the Supplier from the obligation of testing, inspection, and quality controls. Notwithstanding the previous provisions, BeiGene may in its absolute discretion accept the defective or nonconforming goods or services at an equitable reduced price.

4. Title and Risk:

Title to and ownership of the goods shall pass to BeiGene upon delivery of the goods to the location specified in the PO. Such goods yet to be delivered by Supplier shall be appropriately marked and identified as the property of BeiGene. Risk shall remain with Supplier until the time BeiGene takes delivery of the goods unless otherwise expressly stated in the PO. Any loss or damage to the goods howsoever caused when under Supplier's control shall be rectified by Supplier at its own cost. When risk in goods has transferred to BeiGene, Supplier shall nonetheless be liable for any loss or damage to such goods to the extent caused by its negligence, willful act, misconduct, fault, breach of statutory duty or the duty herein or breach of the PO.

5. Independent Contractor:

The Supplier is an independent contractor for all purposes, without express or implied authority to bind BeiGene by contract or otherwise. Neither Supplier nor its employees are agents or employees of BeiGene, and therefore are not entitled to any employee benefits of BeiGene, including but not limited to, any type of insurance. The Supplier shall be responsible for all costs and expenses incident to performing its obligations under a PO and shall provide the Supplier's own supplies and equipment.

6. Warranty:

The Supplier expressly warrants that all goods or services furnished under a PO shall conform to all applicable specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Supplier warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Supplier warrants that all goods or services furnished hereunder will be merchantable and appropriate for the purpose for which such goods or services are normally used. If Supplier knows or has reason to know the particular purpose for which BeiGene intends to use the goods or services, Supplier warrants that such goods or services will be fit for such particular purpose. Supplier warrants that goods or services furnished will conform in all respects to samples provided to BeiGene. Any inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty, and such



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warranties shall survive inspection, test, acceptance and use. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to BeiGene, when notified of such non-conformity by BeiGene, provided BeiGene elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, BeiGene, after reasonable notice to the Supplier, may make such corrections or replace such goods and services and seek reimbursement from Supplier for the cost incurred by BeiGene in doing so. The Supplier's warranty shall run to BeiGene, its successors, assigns and customers, and beneficiaries of Services and users of goods and products sold by BeiGene.

7. Proprietary Information and Confidentiality:

The Supplier shall consider all information furnished by BeiGene to be confidential (except for such information which is publicly known, which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party, or which is developed independently by the other party without reliance on any of BeiGene's confidential information) and shall not disclose any such information to any other person or use such information itself for any purpose other than to perform these General Terms and Conditions, unless the Supplier obtains written permission from BeiGene to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Supplier for BeiGene in connection with this PO. Supplier shall not advertise or publish the fact that BeiGene has contracted to purchase goods or services from Supplier, nor shall any information relating to this PO be disclosed without BeiGene's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to BeiGene shall be deemed secret or confidential and the Supplier shall have no rights against BeiGene with respect thereto except such rights as may exist under applicable laws.

8. Intellectual Property:

The Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against BeiGene or its agents, customers, or other vendors for alleged intellectual property infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of the goods or services furnished hereunder, and Supplier further agrees to indemnify BeiGene, its affiliates, agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any amount agreed to paid in order to settle any such suit or proceeding. BeiGene may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Supplier.

9. Termination for Convenience by BeiGene:

BeiGene reserves the right to terminate a PO or any part hereof for its sole convenience. In the event of such termination the Supplier shall immediately stop all work hereunder, including any applicable work being performed by its own suppliers or subcontractors. The Supplier shall be paid a reasonable termination charge consisting of a percentage of the PO price reflecting the percentage of the work or services performed or goods delivered or in transit prior to the notice of termination plus actual direct costs incurred by Supplier resulting from the termination. The Supplier shall not be paid for any work done after receipt of notice of termination or for any costs incurred by Supplier's own suppliers or subcontractors which Supplier could reasonably have avoided.

10. Termination for Cause:

BeiGene may also terminate a PO or any part hereof for cause in the event of any default by Supplier or if Supplier fails to comply with BeiGene General Terms and Conditions. Late deliveries, deliveries of good or services which are defective, or which do not conform to this PO, and failure to provide BeiGene, upon request, with reasonable assurances of future performance shall all be causes for BeiGene to terminate this PO for cause. In the event of any proceedings, voluntary or involuntary, in bankruptcy or solvency, by or against Supplier, or in the event of the appointment of an assignee for the benefit of creditors or of a

receiver, then BeiGene may, at its option, terminate this PO. In the event of termination for cause, BeiGene shall not be liable to Supplier for any amounts related to the non-conforming goods or services, and Supplier shall be liable to BeiGene for any and all direct damages sustained by BeiGene by reason of the default which gave rise to the termination.

The rights and obligations of the Supplier which, by intent or meaning, have validity beyond termination of this PO, including, but not limited to, rights with respect to ownership of deliverable, confidentiality, data privacy, indemnification, and liability shall survive the termination or expiration of a PO.

11. Indemnification:

To the extent Supplier's employees, agents or sub-contractors enter upon BeiGene's property or property of its customers or suppliers, in the course of performance of this PO, the Supplier shall indemnify, defend and hold BeiGene its affiliates, employees, and agents harmless from and against any and all damages for injury caused to persons including both BeiGene's and Supplier's employees, or property by reason of Supplier's operations hereunder, other than for such damages caused by the negligence of BeiGene, its affiliates, employees, or agents. Further, Supplier shall defend, indemnify and hold harmless BeiGene and its affiliates, employees, and agents against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission by Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.

12. Insurance:

Supplier shall be solely responsible for maintaining all customary insurance coverage such as adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Supplier's trade or businesses in order to protect BeiGene and BeiGene's customers from and against all of the damages, liabilities, claims, losses and expenses provided in the preceding Indemnification section. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the area or areas in which Supplier's operations take place. Supplier agrees to submit certificates of insurance evidencing its insurance coverage upon request by BeiGene.

13. Limitation of BeiGene's Liability:

In no event shall BeiGene be liable for loss of revenue, loss of profit, lost opportunity, loss of actual or anticipated profits or for incidental, indirect, punitive, exemplary or consequential damages. BeiGene's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from a PO or from the performance or breach thereof shall in no case exceed the price allocated to the goods or services which gives rise to the claim.

14. Assignments and Subcontracting:

No part of a PO may be assigned or subcontracted by Supplier without the prior written approval of BeiGene. However, the BeiGene may assign any part of or all of a PO to its affiliates upon prior written notice to the Supplier. The assignment shall be effective upon Supplier's receipt of such notice.

15. Taxes:

Supplier shall be solely responsible for filing the appropriate tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Supplier's receipt of payment under a PO. Supplier further agrees to provide BeiGene with reasonable assistance in the event of a government audit. BeiGene shall have no responsibility to pay or withhold from any payment to Supplier under this purchase order, any applicable taxes or fees. Supplier shall, cooperate with and provide reasonable assistance to BeiGene to recoup any VAT, GST, or other recoupable tax applied to the services or any pass-through expenses.



16. Compliance with Laws:

Supplier shall comply fully with all applicable laws in the performance of a PO including, but not limited to, all applicable employment, tax, export control, privacy, modern slavery and environmental laws. If goods include hazardous materials, Supplier represents and warrants that it understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials. Upon BeiGene's request, Supplier will promptly provide BeiGene with a statement of origin for all goods and Customs documentation for goods wholly or partially manufactured outside of the country where order originated.

17. Force Majeure:

BeiGene may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of the BeiGene and shall deliver them when the cause of the delay no longer applies. BeiGene shall be responsible only for Supplier's direct costs.

18. Governing Law and Disputes:

This BeiGene General Term and Condition shall be interpreted and governed by the laws of the jurisdiction where the BeiGene contracting entity is incorporated without regard to conflict of laws. Any disputes arising out of or in connection with a PO shall be subject exclusively to the jurisdiction of the competent courts where the BeiGene is domiciled.

19 Compliance with BeiGene policies

Supplier, its affiliates, and approved subcontractors shall comply with all applicable BeiGene policies including but not limited to the BeiGene's Supplier Code of Conduct, as amended from time to time (together "BeiGene Supplier Code of Conduct"), in the award and performance of all applicable services under this PO. The BeiGene Supplier Code of Conduct requires that Supplier and each of its affiliates and approved subcontractors demonstrates a strong commitment to compliance, ethics, sustainability, and supplier diversity as a foundation to successful business. The BeiGene Supplier Code of Conduct is available at <https://www.beigene.com/about/ethics> and is hereby incorporated by reference into this BeiGene General Terms and Conditions.