

**TERMS AND CONDITIONS OF EXPORT SALES OF NOVARTIS VACCINES & DIAGNOSTICS S.R.L. (“Novartis V&D”)**

1. The Buyer shall examine the Products referred to in the Order Form and shall be entitled to reject any defective or damaged Product with notice to be given not later than ten (10) days from the delivery of the Products or eight (8) days from the discovery of any hidden defect or non-conformity.
2. The Buyer commits to fully abide by the current applicable laws and in particular states to be aware of Law No. 231/2001. Accordingly, the Buyer shall refrain from any behaviour falling under the crimes referred to under the abovementioned Law, regardless of any crime actually carried out and prosecuted. If the Buyer does not fulfil the abovementioned obligation, Novartis V&D shall deem this to be both a circumstance which damages the relationship based on trust between the Buyer and Novartis V&D and a serious breach of their contractual relationship, which Novartis V&D will have the right to immediately terminate pursuant to Article 1456 of Civil Code and to obtain an equitable sum of money to be determined, save for the compensation for any damage suffered.
3. The Buyer shall respect the Corporate Citizenship rules of Novartis Group, available in the following webpage: [http://www.corporatecitizenship.novartis.com/downloads/managing-cc/02\\_2003\\_policy\\_on\\_corporate\\_citizenship.pdf](http://www.corporatecitizenship.novartis.com/downloads/managing-cc/02_2003_policy_on_corporate_citizenship.pdf), which the Buyer represents to know and accept. Furthermore, the Buyer represents to share Novartis V&D values, as pointed out in the “Third Party Code Of Conduct”, available in the following webpage: [http://www.corporatecitizenship.novartis.com/downloads/business-conduct/Novartis\\_TP\\_Code.pdf](http://www.corporatecitizenship.novartis.com/downloads/business-conduct/Novartis_TP_Code.pdf) , which the Buyer represents to know.
4. Pursuant to Law 196/2003, the Buyer hereby gives its consent to the treatment of its personal data (i) for any purpose determined by any applicable law; (ii) necessary or useful for the purposes of its contractual relationship with Novartis V&D, (iii) for any marketing activity. Furthermore, the Buyer gives its consent to the communication of its own personal data to those subjects to which such communication is necessary or useful in the frame of its commercial relationship with Novartis V&D.
5. The contractual relationship between the Buyer and Novartis V&D, shall be governed by and construed exclusively in accordance with the laws of Italy and any disputes relating to the Order and to these Terms and Conditions which cannot be settled in an amicable way between the parties hereto, shall be submitted exclusively to the courts of Siena, Italy.