

**General Terms and Conditions of Purchase (hereinafter referred to as "T&C")**

**of**

**BioNTech SE, An der Goldgrube 12, 55131 Mainz, Germany  
and all companies affiliated with BioNTech SE based in Germany  
(hereinafter collectively referred to as "BioNTech")**

**Status: July 1, 2025**

**Preliminary remark:**

These T&C are relevant for all requisitions of goods, work and/or services provided by the Supplier to BioNTech (such goods, work and/or services are the "Deliverables"). The T&C consist of two parts: Part I containing the General Terms and Conditions that are relevant for all Deliverables, and Part II additionally containing Special Terms and Conditions for work and services that apply to all work and services performed for or provided to BioNTech by the Supplier. For the purposes of these T&C: "Agreement" means these T&C and associated purchase orders ("Purchase Orders") entered into by BioNTech and the Supplier in respect of any Deliverables.

**Part I: General Terms and Conditions**

**1. Scope of T&C**

- 1.1 These T&C apply exclusively to all Agreements for the purchase of Deliverables by BioNTech from the contractual partner (the "Supplier"). The BioNTech entity entering into each Agreement will be set out on the relevant Purchase Order.
- 1.2 These T&C prevail over, and exclude, all general terms and conditions of the Supplier. Unless otherwise agreed in writing, these T&C shall apply to all present and future Deliverables provided by the Supplier to BioNTech and no specific or additional reference to these T&C shall be required for these T&C to have effect.
- 1.3 These T&C shall apply if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code ("BGB"), a legal entity under public law or a trust under public law.

**2. T&C and Hierarchy of Agreement**

- 2.1 These T&C shall prevail over any of the Supplier's general terms and conditions of sale regardless of whether or when the Supplier submitted its sales confirmation or such terms. These T&C shall not be amended or revised, including by deviating or supplementing verbal agreements made prior to, or upon conclusion of, the Agreement, without BioNTech's prior written agreement. Unless otherwise agreed, all relevant declarations may be made in text form.
- 2.2 Individual agreements signed by duly authorized representatives of both parties will prevail over these T&C.
- 2.3 BioNTech's Purchase Order shall be deemed accepted by the Supplier on the earlier of the Supplier issuing a written/text form acceptance of, or doing any act consistent with fulfilling, the Purchase Order, at which point the Agreement shall come into existence. By accepting the Purchase Order, the Supplier confirms that it has taken note of these T&C.

- 2.4 The Supplier provides offers and cost estimates to BioNTech free of charge and without any obligation for BioNTech to accept such offers or estimates.
- 2.5 BioNTech is committed to a set of core values that include transparency, integrity, accountability, and respect. In furtherance of this commitment, BioNTech has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all our suppliers and business partner, including their employees, agents, and subcontractors. At all times during the term of the Purchase Order and/or agreement BioNTech explicitly refers to the BioNTech Supplier Code of Conduct as amended by BioNTech from time-to-time available on BioNTech public website: <https://investors.biontech.de/static-files/861c2705-32f5-4854-8c9b-49fab7531638>. BioNTech expects its suppliers and business partners to support BioNTech in ensuring compliance with the regulations and principles stipulated therein and enforcing concepts values and behaviors consistent with those embodied in the Supplier Code of Conduct. BioNTech may terminate the Agreement or any Purchase Order if the Supplier is in breach of the principles and standards set forth in the Supplier Code of Conduct.

### **3. Deliveries**

- 3.1 Deliveries shall be made DAP (Incoterms® 2020) to the place designated by BioNTech, unless otherwise agreed. Each delivery shall be accompanied by a delivery note.
- 3.2 All Deliverables by the Supplier shall meet the agreed timelines and due dates. Relevant for due delivery of goods is the time of receipt at the designated place of business of BioNTech or at the designated place of delivery in accordance with the Purchase Order. An acceptance by BioNTech of a delayed delivery or a delayed service does not constitute a waiver by BioNTech of any damages or any other claims against the Supplier.
- 3.3 The Supplier will immediately inform BioNTech of any anticipated delay in delivery and/or performance of the Deliverables, and the reasons for such delay, and the expected duration of the delay. Partial deliveries by the Supplier are only permitted with BioNTech's prior written consent.
- 3.4 BioNTech exclusively accepts receipt of goods on workdays (excluding weekends and public holidays) at the designated place of delivery according to the Purchase Order and during ordinary business hours from 8.30 a.m. to 4.00 p.m. In the event of operational disruptions due to causes beyond BioNTech's reasonable control, including strikes, lockouts, riots, terrorism, war, natural disaster, pandemic, epidemic and acts of civil or military authority, BioNTech's obligation to accept delivery will be suspended for the duration of the disruption.

### **4. Shipping Costs and Packaging Instructions**

- 4.1 Shipping costs shall be borne by the Supplier unless expressly agreed by the parties otherwise in writing.
- 4.2 Delivered goods must be duly packed and where appropriate, cooled by the Supplier to avoid any damage during transportation. The Supplier shall use environmentally friendly packaging materials and only packaging to the extent necessary. Title in the packaging shall pass to BioNTech unless the parties expressly agree that the packaging is required to be returned to the Supplier. At BioNTech's discretion, the Supplier shall collect and accept the packaging or BioNTech shall dispose of the packaging at the Supplier's expense. Unless otherwise agreed in writing, all packaging costs are included in the purchase price of the goods.

- 4.3 All goods shall be shipped by the Supplier in full compliance with packaging, labelling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all local, national, or international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of the goods to BioNTech. All hazardous materials, substances, and waste shall be packaged, marked, labelled and shipped in accordance with all applicable laws and good commercial and industry practice without charge to BioNTech unless otherwise specified on the applicable Purchase Order.

**5. Retention of Title and Payment Set-Off**

- 5.1 Title to delivered goods passes to BioNTech upon delivery. Reservation of title by the Supplier is excluded. BioNTech is entitled to process delivered goods, or to dispose of delivered goods, without further notice to the Supplier, irrespective of title and of any authorization by, or notification to, the Supplier.
- 5.2 BioNTech may set off all amounts payable by it to the Supplier against any amounts payable by the Supplier to BioNTech.

**6. Passing of Risk of Loss**

Risk of loss in the goods delivered remains with the Supplier until acceptance of the goods by BioNTech or by BioNTech's authorized agents at the place to which the goods are to be delivered in accordance with the Purchase Order.

**7. Prices and Currency**

- 7.1 Unless otherwise agreed, all prices quoted are in EURO.
- 7.2 Prices quoted in the relevant Purchase Order are fixed, not subject to change by the Supplier and no additional charges will apply after the Purchase Order has been issued. Quoted prices include all associated services and costs of the Supplier and shall exclude payment of any other fees or costs.
- 7.3 Prices shall be quoted and invoiced including any applicable VAT, stating the relevant VAT-amount separately.

**8. Invoices**

The Supplier will e-mail all invoices, stating BioNTech's PO number in the invoices, immediately and exclusively (one time) after complete delivery, to the invoicing address as indicated in the Purchase Order, excluding any other or any parallel mailings (e.g. by printed mail etc.). The Supplier's invoices will be accepted and shall be processed by BioNTech for payment only if the invoices are verifiable, fulfill all legal requirements (including Section 14 of the German Value Added Tax Act ("UStG")), in particular name the correct company name as well as the Tax-ID, the invoice date, the corresponding PO number and the complete details of the Supplier's bank account and bank address. In addition, the Supplier must issue only one invoice per Purchase Order and must e-mail the invoice as a single attachment in pdf-format only (no further attachments). BioNTech reserves the right to reject invoices that do not comply with the requirements as set out in this section 8 and payments will only become due on receipt of a correct invoice.

## **9. Payments**

- 9.1 Unless otherwise agreed, payments will be made net thirty (30) days after receipt of the invoice by the relevant BioNTech legal entity, subject to proper delivery of goods and services to the place of delivery and subject to invoice verification.
- 9.2 If BioNTech detects defects in goods or services during the payment period, BioNTech is entitled to suspend payment until the Supplier has remedied the defect.
- 9.3 The Supplier's claims for payment cannot be assigned to any third party without BioNTech's prior written approval.

## **10. Incoming Inspection and Notification of Defects**

- 10.1 BioNTech shall inspect delivered goods for potential obvious defects and for externally recognizable deviations from completeness and identity of the delivered goods (incoming goods inspection). Incoming goods inspection shall be carried out not later than fourteen (14) days following receipt of the goods.
- 10.2 BioNTech shall notify the Supplier of detected defects without delay and not later than two (2) working days following the detection of the defect. If a defect is discovered by BioNTech at a later point in time, BioNTech shall notify the Supplier not later than two (2) working days from the date the defect is detected.
- 10.3 The timeline for notification of a detected defect is kept if the notice was sent before expiry of the notice period.

## **11. Warranties and Remedies for Defects**

- 11.1 The statutory provisions on material defects and defects of title shall apply unless otherwise stipulated below.
- 11.2 The Supplier represents and warrants that the Deliverables are free from defects, fully comply with specifications, are in accordance with all applicable laws and regulations and meet all state-of-the-art standards in science and technology for the relevant field.
- 11.3 In accordance with section 11.1, BioNTech has the right to choose such remedy for the defect as BioNTech sees fit and shall notify the Supplier accordingly. The Supplier shall immediately begin remediation of the defect following receipt of BioNTech's notice. In the event of undue delays by the Supplier even after reminders by BioNTech and if the defect is not successfully remedied, BioNTech may choose to remedy the defect itself at the Supplier's cost and expense or to have it remedied by a third party, or otherwise BioNTech may choose to procure replacement of the defective Deliverables. BioNTech may also choose to remedy the defect itself, have it remedied by a third party or procure replacement at the Supplier's expense if the Supplier fails to comply with its warranty obligation or if it would be unreasonable for BioNTech to expect remediation of the defect by the Supplier.
- 11.4 BioNTech's claims for the remediation of defects expire after three years from the passing of risk, unless a longer statutory period applies. The limitation period shall be extended by the time period starting with BioNTech's notification until remediation of the defect is completed.
- 11.5 If the Supplier remedies a defect by exchanging essential spare parts, BioNTech's timelines for notification of defects and for the remediation of defects re-start again for the entire Deliverables at the time the Supplier concludes the successful remediation with the essential spare parts.

## **12. Documents – Confidentiality - Data Privacy**

- 12.1 All data and documents provided by BioNTech to the Supplier within the business relationship ("BioNTech Documents") remain the property of BioNTech. The Supplier may only use BioNTech Documents for performing the agreement and may not make them available to any third parties without BioNTech's written consent. After termination or expiry of the business relationship or if the BioNTech Documents are no longer required, the Supplier shall return them to BioNTech without further notice to do so, or otherwise shall destroy them with BioNTech's consent. The Supplier shall respect all copyright vested in the BioNTech documents.
- 12.2 The Supplier is obliged to keep confidential, and shall not use except for the provision of Deliverables under these T&C, all information and know-how disclosed by BioNTech relating to business, technical, scientific, organizational, financial, operational or regulatory information and know how, including but not limited to intellectual property, services, processes, customers, suppliers, strategies, technologies, designs, specifications, trade secrets or other information and know-how relating to the business activities of BioNTech of which the Supplier becomes aware in connection with the business relationship, even after the end of the business relationship. The confidentiality obligations shall not apply to information that has become public knowledge or unless BioNTech has waived confidentiality of the relevant information in writing. The Supplier's confidentiality obligations continue for a period of ten years after the agreement with BioNTech terminates or the longest period as may be admissible under Applicable Law. If there is a valid CDA in place between the parties, such CDA shall stay in full force and effect according to the terms of the CDA. If there is any conflict between the confidentiality and non-use provisions of the CDA and Sections 12.1 or 12.2 of these T&C, the confidentiality and non-use provisions of the CDA shall prevail.
- 12.3 If applicable, BioNTech undertakes to process personal data of the Supplier (or its employees or, if applicable, of third parties), which are required for the Agreement or for the performance of the Agreement, exclusively and fully in accordance with all applicable laws and regulations, including but not limited to full compliance with the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). BioNTech will process such data during the period of the performance of the Agreement. The purpose of the data-processing is the establishment and execution of the Agreement between BioNTech and the Supplier, including the establishment of contact with the relevant employees of the Supplier providing the services. All such employees or data subjects have the right to obtain information about their personal data stored by BioNTech and may (i) request correction of data or deletion of data; (ii) request restrictions for the processing of their data or object to processing of their data; (iii) assert their right to data portability or (iv) lodge a complaint with the competent supervisory authority in the event of unlawful processing. To exercise these rights, such data subjects should contact [data.privacy@biontech.de](mailto:data.privacy@biontech.de). If data subjects exercise their rights to cancellation, restriction of processing or raise an objection, the performance of the Agreement may be significantly hindered or impossible. For cases in which the performance of the Agreement is significantly impaired, BioNTech retains the right to terminate the Agreement for good cause.
- The Supplier undertakes to comply with all applicable legal regulations, including but not limited to the statutory provisions of the GDPR and the BDSG, when processing personal data of BioNTech in the context of the performance of the Agreement, whether processing such personal data as an independent responsible party, as a jointly

responsible party or as a data processor. If necessary, BioNTech and the Supplier will conclude a corresponding data protection agreement regarding the processing of personal data. If personal data is processed on behalf of BioNTech, BioNTech and the Supplier shall conclude a data processing agreement in accordance with Art. 28 GDPR. Any personal data provided by BioNTech shall be processed by the Supplier exclusively in the context of performing the obligations under the Agreement. The Supplier shall not process such personal data for any other purpose or for the purpose of any third parties. The Supplier shall implement all appropriate technical and organizational measures in accordance with Art. 32 GDPR to ensure the confidentiality, availability, integrity and authenticity of the personal data provided by BioNTech.

### **13. Third Party Rights**

- 13.1 The Supplier hereby assigns to BioNTech all rights in all data, materials, documents, know-how and all other results (together the "Results") obtained in the course of providing the Deliverables and/or fulfillment of the Agreement. BioNTech has the exclusive right to use the Deliverables and the Results commercially for any lawful purpose and to exploit the Deliverables and the Results, without limitation in terms of territory and time. All Results, Deliverables and other items provided by the Supplier to BioNTech shall be free of third-party rights.
- 13.2 Payments payable by BioNTech under the agreement are good and valuable consideration for the transfers of rights and grants of licenses to BioNTech and no additional payments for any fees or compensation shall apply.

### **14. Liability and Insurance**

- 14.1 The Supplier shall be liable for its performance under the Agreement in full accordance with statutory provisions of the Governing Law of these T&C ("Governing Law").
- 14.2 The Supplier shall maintain sufficient liability insurance at its own expense for any costs, expenses and damages for which it and its vicarious agents are responsible. Upon BioNTech's request, the Supplier shall immediately provide written evidence of the existence and terms of the aforementioned insurance cover. The Supplier's contractual and statutory liability remains unaffected by the scope and amount of its insurance cover.

### **15. Termination**

- 15.1 BioNTech has the right to terminate the Agreement or any Purchase Order in accordance with statutory provisions of the Governing Law, unless not otherwise agreed upon in the relevant Agreement.
- 15.2 In addition, BioNTech has a right to terminate the Agreement for cause and with immediate effect if circumstances make it unreasonable for BioNTech to continue the Purchase Order and/or Agreement with the Supplier, in particular (i) in the event of the Supplier's insolvency or (ii) termination of business operations, or (iii) if the Supplier has or is reasonably alleged to have committed a breach of, or otherwise violates applicable laws and regulations of the Governing Law and BioNTech can no longer reasonably be expected to continue the Agreement and/or Purchase Order with the Supplier.
- 15.3 Notwithstanding a termination for cause, BioNTech furthermore reserves all rights to all other potential claims, in particular without limitation, damages claims.

## **16. Compliance and Anti-Corruption**

The Supplier shall fully comply at all times with the Governing Law, in particular (and without limitation) all laws and regulations concerning data protection, competition, anti-corruption and money laundering.

## **17. Export Control**

The Supplier shall not violate any applicable export control restrictions and shall ensure that it has obtained all necessary licenses or other approvals. In addition, the Supplier shall inform BioNTech immediately upon receipt of the Purchase Order of all potential export control restrictions for the ordered goods (including the classification of ordered goods as dual-use goods, the goods tariff number and the country of origin or the corresponding US Export Control Classification Number).

## **18. Governing Law**

The Agreement between BioNTech and the Supplier shall be subject to and governed exclusively by German law, with the exclusion of conflict of laws provisions and the exclusion of the United Nations Convention on Agreements for the International Sale of Goods of 11 April 1980 (CISG).

## **19. Conflict Resolution / Venue / Place of Jurisdiction**

All conflicts or disputes under the Agreement, including disputes relating to the conclusion, performance or interpretation of this T Agreement, shall be resolved exclusively by the ordinary courts in Frankfurt am Main, Germany, with the exclusion of any other arbitration or jurisdiction.

## **Part II: Special Terms and Conditions - Supplementary Regulations for Works and Services**

The following Special Terms and Conditions for works and services apply to all works and services performed or provided to BioNTech by the Supplier, which require specific acceptance according to Section 22 below.

## **20. Performance of Works and Services**

- 20.1 In providing the works and services, the Supplier will fully comply with the current state of the art in science and technology in the relevant field, act with due diligence and fully adhere to all standards of a prudent merchant.
- 20.2 The Supplier shall ensure that the works and services are provided by employees who are professionally skilled in the art, who are broadly experienced in the field and who are fully qualified for performing the works and services.
- 20.3 Any changes to specifications of the performance are subject to the prior written consent of BioNTech. In particular, changes that may have an effect on costs, quality or time plans must be formally agreed in text form as part of a Purchase Order amendment. Absent formal agreement on the Purchase Order amendment, BioNTech shall not be liable for any payment for changes to the works and services. If the Supplier becomes aware of necessary changes, it must immediately notify BioNTech in writing accordingly.

## **21. Project Management and Governance**

- 21.1 BioNTech shall provide the Supplier with all available data and information that is necessary for providing the works and services.

- 21.2 Sharing data and information does not constitute the grant of any license, rights of use or intellectual property rights to the Supplier, except for a non-exclusive license to use such rights solely for the performance of the Agreement for BioNTech.
- 21.3 The Supplier shall inform BioNTech of the Supplier's designated coordinator or project lead ("Coordinator") and should not change the Coordinator unless (i) requested by BioNTech or (ii) it cannot otherwise be avoided for compelling reasons. Should the Supplier intend to change the Coordinator, BioNTech must be notified timely in advance.

## **22. Acceptance**

- 22.1 Risk passes upon BioNTech's acceptance of the works and services whenever, due to the nature of the works and/or services, or if agreed by the parties, acceptance is required.
- 22.2 Place of performance is the respective registered address of BioNTech unless otherwise agreed by the parties in writing beforehand or set out in the relevant Purchase Order.
- 22.3 If the works and services are subject to acceptance, acceptance replaces the incoming goods inspection by BioNTech.

## **23. Inventions**

If inventions arise from the performance under the Agreement, for which an application for registration of intellectual property rights can be made (e.g. under patent laws), the Supplier shall inform BioNTech thereof without undue delay and provide all details of the inventions in a form and format capable of protection as intellectual property rights. Upon BioNTech's request, the Supplier shall claim all such inventions from its employed inventors without limitation and transfer these together with all details to BioNTech for protection as intellectual property rights, without limitation and without additional compensation due from BioNTech. The Supplier remains solely responsible for inventor remuneration of its employees in accordance with applicable laws.

## **24. Subcontractors**

Subject to BioNTech's prior written approval, the Supplier may use subcontractors for the performance of the works and services under the Agreement. The Supplier however remains fully responsible for all activities of the Supplier's subcontractors and shall indemnify and hold harmless BioNTech against any claims, actions, demands, damages or losses caused by the Supplier's subcontractors.