

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

**of**

**all companies affiliated with BioNTech SE based in the United States,**

**including BioNTech US Inc.**

**(hereinafter collectively referred to as "BioNTech")**

**Status: July 1, 2025**

These T&C are relevant for all requisitions of goods and/or services provided by the Supplier (as defined below) to BioNTech (such goods and/or services are the "Deliverables").

For the purposes of these T&C: (i) "Agreement" means these T&C and associated purchase orders ("Purchase Orders") entered into by BioNTech and the Supplier in respect of any Deliverables; and (ii) "in writing" or "written" means any form of written communication, including communication by means of registered mail, facsimile or email.

**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 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.

**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.
- 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 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 may provide cost estimates to BioNTech free of charge and without any obligation for BioNTech to accept such offers or estimates.
- 2.5 The Supplier agrees to comply with the BioNTech Supplier Code of Conduct as amended by BioNTech from time-to-time available on BioNTech public website: <https://investors.biontech.de/codes-conduct>. 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 BioNTech 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 shall meet the agreed timelines and due dates. In the event of the Supplier's delayed delivery or failure to deliver any Deliverable, BioNTech has the right, in its sole discretion to (i) refuse delivery and terminate the relevant Agreement or Purchase Order; (ii) obtain substitute Deliverables and recover reasonable additional expenditure from the Supplier; and/or (iii) require the Supplier to reimburse BioNTech for losses incurred due to late delivery or failure to deliver. An acceptance by BioNTech of a delayed Deliverable 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. 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 US Dollars.
- 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 costs for associated services and shall exclude payment of any other fees or costs.
- 7.3 If applicable, prices shall be quoted and invoiced including any applicable Indirect Tax, stating the relevant Indirect Tax-amount separately. For purposes of these T&C, "Indirect Tax" shall mean any indirect tax or fee, which includes any value-added tax (VAT), sales tax, excise tax, customs duties or other such indirect tax relevant to the Deliverables in the local taxing jurisdiction.

## **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 and contain detailed descriptions of the Deliverables. 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 forty-five (45) days after receipt of the invoice by the relevant BioNTech legal entity, subject to proper delivery of the Deliverables to the place of delivery and subject to invoice verification.
- 9.2 If BioNTech detects defects in the Deliverables 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**

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, and BioNTech shall notify the Supplier of any detected defects within a reasonable period. If the goods are subject to acceptance, acceptance replaces the incoming goods inspection by BioNTech.

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

- 11.1 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, meet all state-of-the-art standards in science and technology for the relevant field, are of satisfactory quality, and are fit for any purpose held out by the Supplier or made known to the Supplier by BioNTech expressly or by implication, and in this respect, BioNTech relies on the Supplier's skill and judgement. The Supplier shall indemnify and hold harmless BioNTech from and against any claims, actions, demands, damages or losses (including reasonable legal fees) suffered or incurred by BioNTech arising out of or in connection with the supply or use of the Deliverables including any death, personal injury, or property damage caused by or arising from the failure of the Deliverables to comply with this Section 11.1.
- 11.2 To remedy defects in the Deliverables, BioNTech may, at its sole discretion, seek replacement or repair of the defective good, or re-performance of the defective service, 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 to remediate the defect even after reminders by BioNTech and if the defect is not successfully remedied, BioNTech may choose to remedy the defect itself, have it remedied by a third party, or otherwise choose to procure replacement of the defective Deliverables, in each case at the Supplier's cost and expense. BioNTech may also choose to remedy the defect itself, have it remedied by a third party or procure replacement, in each case 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.
- 11.3 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 Deliverable at the time the Supplier concludes the successful remediation with the essential spare parts.
- 11.4 BioNTech's rights and remedies set out in the Agreement are in addition to the rights and remedies implied by statute and common law.

## **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 to provide the Deliverables 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 or learned by the Supplier, including information and know-how which relate to business, technical, scientific, organizational, financial, operational or regulatory matters or information and know how regarding 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. The

confidentiality obligations shall not apply to information (a) that has become public knowledge; (b) that is required by law or court order to be disclosed, provided in such case the Supplier uses commercially reasonable efforts to (i) promptly notify BioNTech in order to provide BioNTech an opportunity to seek any available protective order, (ii) provide BioNTech with reasonable cooperation, upon reasonable request, and (iii) disclose only the portion of information that is required to be disclosed under such law, regulation, or order; and (c) for which 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 terminates or the longest period as may be admissible under applicable law. If there is a valid confidentiality agreement in place between the parties, such confidentiality agreement shall stay in full force and effect according to the terms of the confidentiality agreement. If there is any conflict between the confidentiality and non-use provisions of any such confidentiality agreement and Sections 12.1 or 12.2 of these T&C, the confidentiality and non-use provisions of such confidentiality agreement shall prevail.

- 12.3 If applicable, BioNTech and the Supplier each undertake to process personal data of the other (or their respective employees or, if applicable, of third parties), which are required in connection with the Deliverables, in accordance with applicable data privacy laws.

### **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 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.
- 13.3 No third party has the right to enforce any benefit under these T&C and, to the extent applicable, any such right granted by law or statute is expressly excluded.

### **14. Inventions**

- 14.1 All intellectual property rights owned or licensed by BioNTech (including any information BioNTech provides to the Supplier for the purposes of performing its obligations under the Agreement) shall remain vested in BioNTech or its third party licensors and there shall be no assignment to the Supplier. The Agreement does not grant to the Supplier any license or rights of use in relation to any intellectual property rights owned by BioNTech or its third party licensors.
- 14.2 If inventions arise from the Results, 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.

- 14.3 The Supplier shall indemnify and hold harmless BioNTech from and against any claims, actions, demands, damages or losses (including reasonable legal fees) suffered or incurred by BioNTech arising out of or in connection with any third party alleging that BioNTech's use of the Deliverables infringes upon any third party's intellectual property rights.

## **15. Liability and Insurance**

- 15.1 The Supplier shall be liable for its performance in the course of providing the Deliverables in full accordance with applicable law and the Agreement.
- 15.2 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.

## **16. Termination**

- 16.1 BioNTech has a right to terminate the Agreement or any Purchase Order for cause and with immediate effect by giving written notice to the Supplier if: (a) the Supplier commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach; (b) circumstances make it unreasonable for BioNTech to continue the Agreement and/or Purchase Order with the Supplier, in particular in the event of the Supplier's insolvency or termination of business operations, or if the Supplier has or is reasonably alleged to have committed a breach of, or otherwise violates, applicable laws and regulations. BioNTech has the right to terminate the Agreement or any Purchase Order for any or no reason upon at least ten (10) days advance written notice to the Supplier.
- 16.2 Notwithstanding a termination for cause, BioNTech furthermore reserves all rights to all other potential claims, in particular without limitation, damages claims.

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

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

## **18. 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).

## **19. Deliverables**

- 19.1 In providing the Deliverables, 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.
- 19.2 The Supplier shall ensure that the Deliverables 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 Deliverables.
- 19.3 Any changes to specifications of the Deliverables 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 writing 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 Deliverables. If the Supplier becomes aware of necessary changes, it must immediately notify BioNTech in writing accordingly.

## **20. Project Management and Governance**

- 20.1 BioNTech shall provide the Supplier with all available data and information that is necessary for providing the Deliverables.
- 20.2 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 Deliverables for BioNTech.
- 20.3 If applicable, the Supplier shall inform BioNTech of the Supplier's designated coordinator for the Deliverables 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.

## **21. Subcontractors and no partnership**

Subject to BioNTech's prior written approval, the Supplier may use subcontractors for the performance of the Deliverables. The Supplier however remains fully responsible for all activities of the Supplier's subcontractors, and shall indemnify and hold harmless BioNTech from and against any claims, actions, demands, damages or losses (including reasonable legal fees) suffered or incurred by BioNTech arising out of or in connection with the Supplier's subcontractors. Nothing in these T&C is intended, or shall be deemed, to establish any partnership or joint venture between the parties or constitute any party the agent of the other party.

## **22. Governing Law**

The validity, interpretation and performance of the Agreement between BioNTech and the Supplier shall be governed exclusively by the laws of the Commonwealth of Massachusetts without regard to the conflicts of laws provisions thereof. The provisions of the United Nations Convention on the International Sale of Goods (CISG) shall not apply to these T&C or Purchase Orders or agreements that incorporate these T&C. If any provisions of the Agreement are inconsistent with the laws of the Commonwealth of Massachusetts, the appropriate judicial body shall construe such provision(s) by limiting such provision(s) so as to be enforceable to the maximum extent compatible with applicable law.

**23. Conflict Resolution / Venue / Place of Jurisdiction**

All conflicts or disputes (including non-contractual conflicts or disputes) under the Agreement, including disputes relating to the conclusion, performance or interpretation of the Agreement, shall be resolved exclusively by the courts of the Commonwealth of Massachusetts.