

## GENERAL TERMS AND CONDITIONS OF PURCHASE

of Galapagos NV and of the companies directly or indirectly controlled by Galapagos NV, a Belgian limited liability company having its registered office at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium and registered with the Register of Legal Entities (Mechelen) under enterprise number 0466.460.429 (each of such companies hereinafter referred to as the "Client")

**1. ACCEPTANCE OF THE GENERAL CONDITIONS OF PURCHASE:** Acceptance of an order by a "Supplier" irrevocably entails the acceptance of the present General Terms and Conditions of Purchase ("GTCs") by such Supplier. The Supplier therefore waives any and all rights whatsoever based on any provision appearing in its own documents, whether printed or handwritten, if they are inconsistent with these GTCs. Any reservations by the Supplier in this respect shall be deemed not to have been included. Deviations from the present GTCs shall only be valid if agreed in writing and signed by both Client and Supplier.

Any provision not appearing in the present GTCs shall be subject to an express and specific agreement.

**2. FORMATION OF THE CONTRACT:** An Order shall form a binding "Contract" upon acceptance of such Order by the Supplier; any reservations or refusals by the Supplier shall need to be communicated within a period of three (3) business days following receipt of the Order. Absence of the Supplier's response within said period shall be deemed an acceptance of the Order. Orders and conditions communicated orally or by telephone will only be valid after written confirmation signed by the parties.

Any change by the Supplier to any element of the Order shall only be binding on the Client upon the latter's formal written consent.

**3. ORDER DOCUMENTS:** The "Order" specifications are laid down in:

- the Order, together with its schedules;
- the technical documents, drawings and specifications;
- the standards to which specific reference is made in the specifications.

**4. DOCUMENTS ATTACHED TO THE ORDER AND CONFIDENTIALITY:** Upon delivery of the Goods that are the subject matter of the present Order, all technical, administrative and ancillary documents referred to in the Order and its schedules shall be remitted to the Client, together with all technical documentation required for the use and maintenance of the Goods in accordance with any applicable regulations.

The Supplier shall keep strictly confidential any information it has received in connection with any Order and shall not disclose or use any such information in any form whatsoever for any other purpose than the performance of such Order. Any breach of this provision may result in a claim for compensation, without formal notice being due and without prejudice to the Client's right to indemnification for damages resulting from such breach. These provisions enter into force as from the initiation of negotiations relating to the Order and shall remain in force until the 10th anniversary of the completion by the Supplier of the Order.

The Supplier shall not disclose or advertise any element of the Order without the Client's prior written consent. For the purpose of these GTCs, "Goods" means the movables that the Supplier manufactures and/or delivers to the Client on the basis of an Order;

**5. SUBCONTRACTING:** The Supplier shall bear the entire responsibility for the effective performance and completion of the Order, even if he subcontracts the Order in whole or part to a third party.

In such case, the Supplier shall cause any subcontractor to comply with the present GTCs, including (without limitation) article 4 above and article 17 below.

**6. DELAY AND PENALTIES:** Delivery at the time and place indicated in the Order is a material obligation of the Supplier. Any occurrence likely to affect the Order shall immediately be brought to the Client's attention in writing. In such cases, the Client reserves the right to terminate the Contract without prejudice to the payment of penalties for delay and other redress for which the Supplier is liable. Partial delivery does not prevent application of any penalty clauses or any other redress against the Supplier. If, despite the Supplier's delay, the Client accepts delivery, this will not be construed as waiver on the Client's part of the right to claim compensation for the loss or damage the Client may have incurred.

The Supplier shall be deemed to have received notice on the expiration of the delivery period, without any further formality being required in this respect.

In case of any delay in the delivery by the Supplier of the ordered Goods, penalties shall accrue in the amount of 0.5% of the agreed purchase price for such Goods for each day of the delay, provided, however, that the penalties shall not exceed and shall be limited to 15% of the agreed price or fees. Such penalties shall be settled by the Supplier either (a) by reducing the price or fees with the amount of the accrued penalties or

(b) by a separate payment to the Client, at the Client's discretion. The foregoing shall be without prejudice to any other rights and remedies the Client may have under these GTCs or applicable law.

**7. DELIVERY:** Goods shall be delivered DDP at Client's premises or such other place as set forth in the Order (Incoterms 2010). Unless otherwise agreed in writing and expressly approved by the Client, the terms and conditions relating to pricing, carriage and packaging in the Order are fixed, non-reviewable provisions.

**8. TRANSFER OF OWNERSHIP:** Qualitative and/or quantitative acceptance of Goods is subject, among others, to delivery in accordance with article 7 hereof at the place of delivery. Transfer of ownership of the Goods shall take place upon receipt. Any ownership retention provision proposed by the Supplier shall be deemed non-existent.

**9. TRANSFER OF THE RISK:** All risks relating to the Goods shall be borne by the Supplier up to and until delivery to the Client, in accordance with article 7 hereof.

**10. RECEIPT OF THE GOODS:** Notwithstanding any provisions governing dispatch and carriage, receipt shall be governed by, and accepted according to, the conditions set forth in the Order. Discharge given upon receipt shall not be considered as releasing the Supplier should it appear afterwards that the delivered Goods do not correspond to the specifications set forth in the Order. Any excess supply may be refused. Any deliveries not accompanied by a delivery note setting out the name of the Supplier, reference to the Order made by the Client, a clear description of the Goods supplied and a detailed breakdown describing the Goods on each package, may be refused. Any such refused Goods shall be returned and replaced at the cost, risk and liability of the Supplier.

**11. INVOICES:** Invoices shall be issued and sent in duplicate to the name and address for invoicing specified in the Order. Unless otherwise provided in the Order, invoices shall be issued per delivery and per Order and shall mention the Order number. Unless otherwise provided in the Order, invoices shall be payable by bank transfer within 60 (sixty) days after the date of receipt by Client of the invoice.

**12. DOCUMENTATION AND TOOLS:** The tools and molds that belong to the Client and have been given on loan to the Supplier, together with the documentation relating thereto, shall only be used for the completion of the Client's Orders and shall be returned upon the Client's first

request without any explanation being required. The costs and risks of maintenance and restoration to their initial condition shall be borne by the Supplier.

**13. COMPLIANCE:** The Supplier guarantees that in all circumstances, including in the event of authorized subcontracting, the delivered Goods shall comply with the specifications and/or models set out in the Order, as well as with any applicable laws and regulations, including (without limitation) those relating to safety and environment.

In case of non-compliance, the Supplier shall take all measures to make the required alterations for the effective operation of the Goods and/or to replace such Goods as soon as possible, without prejudice to the Client's rights to any further indemnification for possible damages. The Supplier shall bear all costs pertaining to such alterations and/or replacement.

In case of non-conformity, the Client reserves the right to return the Goods to the Supplier who shall thereupon reimburse any amounts previously paid to it by the Client and indemnify the Client for any damages suffered. The Supplier shall implement quality assurance system that is consistent with current industry standards. In this respect, the Client shall be entitled to request the Supplier to produce the relevant certificates.

As regards chemical and biological products, the Supplier shall be required to transport these products in packages and containers that are especially adapted for such purpose and to comply with any applicable transport regulations. He shall furthermore produce records regarding the safety of chemical products.

**14. LIABILITY:** The Supplier shall be liable for any and all losses and/or damages whatsoever that the Supplier, its agents, subcontractors and/or any other persons assisting the Supplier in carrying out the Contract may cause either to the Client or to third parties, in the course of the manufacture, the fitting and/or installing the ordered Goods, and more generally in the course of any operations carried out in the framework of this Contract. Any inspections carried out by the Client during the manufacture, fitting, installation and/or commissioning shall not give rise to the Client's liability and/or a joint liability of Client with Supplier.

**15. INSURANCE:** Without prejudice to article 13, the Supplier shall subscribe insurances covering any liability the Supplier could incur as a result of the performance, non-performance and/or partial performance of this contract and for all possible damages, including direct and indirect damages, personal injury, material and consequential damages.

**16. PATENTS AND COPYRIGHT:** The Supplier shall indemnify and hold the Client harmless from and against all infringement actions based on the use of equipment, supplies, drawings, documents and information (hereinafter referred to collectively as "Results") that are the subject matter of the present Contract. The Supplier shall therefore indemnify and hold the Client harmless from and against all claims, damages, judgments, costs and expenses (including, without limitation, any and all court costs, advisors' fees and experts' fees) relating to an infringement action, the establishment of an infringement and/or the violation of a patent, copyright and/or any other similar right.

The Supplier shall ensure that the Results do not infringe or violate any existing patents, copyright and/or any similar rights.

Where infringement proceedings are commenced against the Client as a consequence of the use of the Results, the Supplier shall either cause the Client to be granted the right to use the Results free of charge or modify or replace the Results without any cost to be borne by the Client.

All costs, fees and/or damages directly or indirectly relating to infringement actions and/or indemnification claims, as well as the consequences of such actions and/or claims, shall be borne by the Supplier.

**17. CONFIDENTIALITY:** Orders placed by the Client are confidential. The Supplier shall in no event disclose the contents of such Orders to third parties. Goods ordered, prices, discounts, special conditions and ancillary services shall at all times be treated as strictly confidential. It is moreover expressly agreed that the Supplier shall not use the name of the Client for any advertising or publicity purposes (e.g. by mentioning the client in any customer lists) without the Client's prior written consent.

**18. TERMINATION OF THE CONTRACT:** Should any party fail to carry out any of its obligations, the present Contract may be terminated by the other party, subject to prior notice remaining without effect for a period of 10 (ten) days, without prejudice to other rights any such party may have. In the event the Supplier would be subjected to bankruptcy procedures, or any other fact that demonstrates the Supplier's inability to carry out payments or deliveries, the Client has the right to terminate the Order with the Supplier free of charge, and this without prejudice to his right to claim compensation for or the collection of any Goods that were already paid for but were not yet in the possession of the Client.

**19. ANTI-BRIBERY AND ANTI-CORRUPTION:** The Supplier shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to such laws of the countries in which the Supplier has operations and of the countries where the Client and its affiliates have operations ("Anti Bribery Laws") and shall not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti Bribery Laws. The Supplier shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure that it and any of its employees, agents, suppliers and (sub)contractors, who provide services under, or in connection with, this Contract, comply with the Anti-Bribery Laws and will enforce them where appropriate, and, in particular for the UK if applicable, the Supplier shall have in place Adequate Procedures (as defined by the UK's Bribery Act 2010). At the request of the Client made at any time, the Supplier shall demonstrate its compliance with this provision, by providing documents and data requested by the Client, and by other reasonable means requested by the Client. Any breach of, or non-compliance with, any undertakings under this provision shall be reported by the Supplier to the Client as soon as it becomes aware of such occurrence. Breach of this provision shall be deemed a material breach of this Contract.

**20. WARRANTY:** Supplier warrants each delivered Goods to be free from failures and/or defects for a period of two (2) years as of the date of delivery or installation, whichever is the later, except if the Supplier's standard terms provide for a longer warranty period, in which case such longer period shall apply. Supplier shall repair or replace, at its option, without charge, any Goods presenting any failure and/or defect within said warranty period.

**21. FORCE MAJEURE:** Neither party shall be liable for any delay or failure in performing any of its obligations hereunder if such delay or failure results from events or circumstances beyond such party's control (including without limitation any acts or restraints of governments or public authorities, war, revolution, riot or civil commotion, acts of God or fire, but excluding strikes and lockouts) ("Force Majeure"), provided that the party so affected shall send to the other party a written notice within three (3) days of becoming aware of such Force Majeure, giving full particulars thereof including the date of first occurrence, the circumstances giving rise to it and a best estimate of the duration of such circumstances. In case of any such delay or failure by a party hereto resulting

from Force Majeure, the other party shall be entitled to terminate the Contract by written notice, or to request appropriate reduction of its obligations.

**22. SEVERABILITY:** If any provision of these GTCPs is held to be invalid or unenforceable, then these GTCPs will be deemed amended to the extent necessary to render in the opinion of the relevant court the otherwise void or unenforceable provision, and the rest of these GTCPs, valid and enforceable and to accomplish to the largest extent possible the original business purpose of the offending provision. The invalidity or unenforceability of any provision of these GTCPs shall in any event not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in these GTCPs.

**23. GOVERNING LAW AND JURISDICTION:** The Contract, these GTCPs and the provisions of the Order shall be governed by the law of the place of the registered office of the Client (without regard to any conflict of law principles) and contain the entire agreement between the parties and take precedence over the provisions set forth in any document which the Supplier may provide. In the event of any dispute as to the interpretation or the performance of the present GTCPs, the courts of the place of the Client's registered office shall have exclusive jurisdiction, even in cases of guarantee actions or proceedings involving more than one defendant.

**ACCEPTED AND AGREED TO BY:**

---

*[SUPPLIER]*

---

Name:  
Title:  
Date: