

## Terms and Conditions

The following terms and conditions (the "Terms") apply to the purchase of goods ("Goods") and services ("Services"), collectively referred to herein as ("Product(s)") by Amicus Therapeutics Co. K.K. ("Amicus") from you (the "Vendor") pursuant to the purchase order form ("Purchase Order"), with which these Terms are included. These Terms will prevail at all times over any terms and conditions associated with Vendor's Product(s) ("Vendor Terms") and to the extent that any obligations hereunder have already been performed by Amicus or the Vendor, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the Terms.

**1. Warranties:** Vendor hereby represents and warrants to Amicus that: (a) the Product(s) do not and will not infringe upon or violate any patent, copyright, or trade secret or other proprietary right of any third party and that Vendor will obtain all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the Products as are required in order for the Vendor to perform the Contract; (b) the Product(s) will be in good working order and will perform in accordance with the Product(s)' specifications and/or documentation; (c) the Product(s) are fit and safe for the use for which they were manufactured and are brand new, genuine (as opposed to counterfeit) and free from either patent or latent defects in material, design or workmanship. Where the Vendor operates to an ISO 9000 or other similar accreditation system, the Products shall be manufactured and / or supplied according to the requirements of that quality system. In addition: (i) Vendor represents and warrants that it and its officers, parent company or any other entity controlling its operation is not, and will not be, an organized crime group, an organized crime group member or quasi-member, a business associated with organized crime groups, or any other entity similar to the above, and shall cooperate with Amicus' investigations to confirm the foregoing; (ii) Vendor covenants that it shall not, either by itself or through a third party, engage in deception, violent conduct, threats, or improper demands that exceed legal responsibility; and (iii) if Vendor breaches section (i) or (ii) of this paragraph, Amicus may cancel any Purchase Order issued hereunder, in whole or in part without providing any warning to Vendor, and/or claim damages resulting from such breach or cancellation against Vendor.

**2. Confidentiality:** Vendor agrees to regard and to take all actions necessary to safeguard and preserve as confidential all information, software and material which is related to Amicus' business (including, but not limited to, information related to Amicus' operations, customers, employees and vendors) that is obtained by Vendor from any source in connection with the provision of the Product(s) to Amicus ("Amicus Confidential Information"). Vendor agrees to use Amicus Confidential Information solely for the purposes for which it was intended hereunder, to exercise no less than the same degree of care which it exercises to preserve the confidentiality of Vendor's own confidential information and shall keep strictly confidential all work and results derived from the Amicus Confidential Information. Vendor will not, without first obtaining Amicus' prior written consent, disclose to any person, firm or enterprise, or use for its own benefit or for the benefit of any third party any Amicus Confidential Information. Amicus Confidential Information shall include any personal data of Amicus employees or others held by Amicus. Vendor hereby agrees to comply with all relevant Japanese Data Protection legislation and shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Vendor shall also take reasonable steps to ensure the reliability of its employees who have access to any such personal data.

**3. Delivery of Products:** If Vendor cannot deliver any or all of the Product(s) ordered in any Purchase Order, Vendor will notify Amicus immediately. Such notice will not limit the remedies available to Amicus. The time of shipment and delivery of the Products shall be of the essence. Vendor shall deliver the Products to the premises specified in the Purchase Order unless otherwise agreed in writing and pack the Products in such a manner as to be safe from damage or deterioration while in transit or storage under foreseeable circumstances. The price for the Products as specified in the Purchase Order is inclusive of cost of packing and marking.

**4. Title:** Vendor shall arrange for and prepay transportation and insurance for any Product(s). All risk of loss or damage to the Product(s) will be borne by Vendor until delivery to Amicus' premises, and written acknowledgment of its receipt by Amicus. Title to the Product(s) shall pass to Amicus upon Amicus' payment for the Product(s) and the Purchase Order will operate as a bill of sale.

**5. Fees:** Amicus agrees to pay any amounts owing within thirty (30) days following receipt of a correct invoice. Vendor must send all invoices to the "Bill To" address identified on the Purchase Order. Amicus shall pay to the Vendor any amounts owing with applicable consumption tax. Amicus reserves the right to withhold payment to the extent that the Products have not been provided in accordance with the Purchase Order and will notify the Vendor accordingly giving reasons for such withholding. Under no circumstances shall Amicus be obligated to pay late fees.

**6. Security – Access Inspection:** The Vendor shall upon the request of Amicus grant Amicus such access to the Vendor's premises or such other premises as Amicus may reasonably require for inspection of any Goods and / or Amicus equipment / materials to be provided to Amicus under the Purchase Order or for any other reason connected with the performance of the Purchase Order.

**7. Vendor Indemnification and Insurance:** Notwithstanding any limitations of liability, Vendor shall and hereby agrees to indemnify, defend and hold Amicus, its affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable legal fees) arising in any way out of a claim or allegation (whether proven or not) (i) the Vendor's breach of or non-compliance with its obligations or warranties under the Terms; (ii) that the Product(s) infringe upon or violate any patent, copyright, trade secret or other proprietary right of a third party; (iii) of personal injury or property damage caused by the fault or negligence of Vendor; and (iv) of a product recall, or (v) of early or late shipment of Products by Vendor. These indemnities shall continue in full force and effect notwithstanding the termination of the Purchase Order, whether by expiration of time, operation of law or otherwise. The Vendor shall arrange and maintain with a reputable insurer adequate public liability insurance and, where applicable, product liability insurance and / or professional indemnity insurance sufficient and appropriate to the Products and to its obligations under the Terms. Such insurance level shall not stand as a limit of liability under the Terms.

**8. Limitation on Liability: IN NO EVENT SHALL AMICUS BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, NO MATTER HOW CATEGORIZED UNDER ANY CIRCUMSTANCE.**

**9. Return of Product, Termination:** Amicus may reject or return any Product for any reason (with return shipping expenses to be paid for by Vendor) within thirty (30) days of its receipt and receive a full refund. Amicus may terminate the Purchase Order in whole or in part by giving notice in writing at any time prior to the delivery of all the Products required to be delivered under the Purchase Order, for any reason and without liability. In the event of such early termination: (i) in the case of Services to be delivered under the Purchase Order, Amicus shall pay for all services delivered up to the date of termination at a reasonable rate for labour, such rates to be agreed with the Vendor; and (ii) in the case of Goods that are in process of manufacture in accordance with the Amicus' delivery requirements, Amicus may pay reasonable compensation in respect of the cost of materials and labour involved in the production of such goods up to the time of the termination. Vendor will promptly provide a prorated refund of any fees paid within thirty (30) days of the effective date of the termination. Unless terminated earlier in accordance with the Terms, the Terms shall commence upon the date of the Purchase Order and shall terminate upon the date that the Products are delivered in accordance with the Terms. All Sections of these Terms which by their nature should logically survive termination or expiration of the Purchase Order shall survive notwithstanding termination or expiration of the Purchase Order.

**10. General:** Nothing contained in these Terms shall be construed as conferring on Vendor any right to use or refer to in advertising, publicity, promotion, marketing or other activities, any name, trade name, trade or service mark, or any other designation of Amicus (including any contraction, abbreviation or simulation of any kind of the foregoing) or to disclose that it has furnished or contracted to furnish to Amicus the Product(s) hereunder without the prior express written consent of Amicus. These Terms are binding upon the parties' respective successors and permitted assigns. Vendor shall not assign any of its rights or delegate any performance under these Terms except with the prior written consent of Amicus. Any purported assignment of rights or delegation of performance without Amicus' prior written consent is void and Amicus is entitled to terminate the Purchase Order effective as of the occurrence of such assignment or delegation, without prejudice to Amicus' claims for damages. Amicus may assign the Purchase Order in whole or in part and/or any of Amicus' rights, licenses or title to any Product(s), duties and/or obligations, without prior notice and without Vendor's consent, (i) to any Amicus subsidiary, affiliate or divested entity; (ii) in connection with a reorganization, demutualization or change of control; (iii) to third parties retained to provide services for the benefit of Amicus. Amicus shall notify Vendor of such assignment within a reasonable amount of time thereafter. Upon assignment, Amicus shall have no further liability for any Products assigned. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party has the right to obligate or bind the other party in any manner to any third party. Except as approved in writing by Amicus, Vendor will not exploit any of Amicus' trademarks, trade names or other intellectual property for any reason. If a court of competent jurisdiction determines that any provision of these Terms is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision is to that extent deemed omitted, and the balance of the Terms remain valid, binding and enforceable. Each party shall deliver any notices required or desired to be given under these Terms in writing, via one of the following methods, and such notices are deemed to have been received: (i) on the day given delivered by hand (securing a receipt evidencing such delivery); or (ii) on the second day after such notice is sent by a nationally recognized overnight or two (2) day air courier service, full delivery cost paid; or (iii) on the fifth day after such notice was mailed with registered mail, prepaid, return receipt requested, and addressed to the party to be notified at the addresses indicated on the Purchase Order, or to such other addresses as the parties may indicate in writing from time to time. These Terms shall be governed by the laws of Japan without regard to conflicts of laws. Vendor and Amicus hereby agree on behalf of themselves and any person claiming by or through them that the Tokyo District Court shall be the court of exclusive jurisdiction in the first instance for any litigation arising from or relating to this Purchase Order. The Japanese language shall govern the meaning and interpretation of these Terms and Conditions.

**11. Anti-Bribery and Corruption:** Amicus and the Vendor (together the "Parties") shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Unfair Competition Prevention Act of Japan, UK Bribery Act (2010), the US Foreign Corrupt Practices Act (1997), and all other laws and regulations in order to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (hereinafter collectively the "Bribery Act") and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act. The Parties will promptly report to each other any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of the Terms. The Parties shall ensure that any person associated with them who is involved in this Contract acts in accordance with the terms of this clause 11. Breach of this clause 11 shall be deemed a material breach of the Terms justifying immediate termination of this Contract.

**12. Force Majeure:** Under no circumstances shall either Amicus or Vendor have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, earthquake, flood, accident, war or civil disturbance, riot, terrorism, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

**13. Survival:** Notwithstanding the expiration or termination of any Purchase Order or these Terms, the following shall survive such expiration or termination and shall be valid: 1 (Warranties), 2 (Confidentiality), 7 (Vendor Indemnification and Insurance), 8 (Limitation on Liability), 9 (Return of Product, Termination) (as to return of the Products only), 10 (General), and 13 (Survival).

AGREED TO AND ACCEPTED

AGREED TO AND ACCEPTED

AMICUS THERAPEUTICS K.K.

[ ]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_