OPELLA HEALTHCARE UK LTD GENERAL TERMS AND CONDITIONS OF PURCHASE

1 INTERPRETATION

1.1 **Definitions.**In these Conditions, unless the context requires otherwise, the following definitions apply: **"Conditions"** means these terms and conditions as amended by Company from time to time; **"Contract"** means the contract between Company and Seller for the supply of Goods and/or Services comprising these Conditions, the Order and any Specifications; **"Delivery Time"** means: (a) if the Contract relates to the purchase of Goods by Company, the date(s) upon which the Goods are to be delivered as described in the Order; (b) if the Contract relates to the supply of Services to Company, the period(s) over which the Services are to be provided as described in the Order; or (c) if silent, within 28 calendar days of the Order on Monday to Friday between the hours of 9.00am to 5.00pm; **"Goods"** means all of the goods and materials (or any part of them) described in the Order, which are to be supplied to Company under the Contract; **"Losses"** means all costs (on a full indemnity basis, including the cost of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of turnover, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings legal costs (on a full indemnity basis) and judgements; **"Order"** means Company's purchase order for the Goods and/or Services attached to these Conditions; **"Personnel"** means the employees, sub-contractors or agents of Seller or any employees of the sub-contractors or agents of Seller who are to be engaged in providing the Services under this Contract; "Point of Delivery" means such location for delivery of the Goods or performance of the Services (as the case may be) as specified by Company in the Order or, if not specified, such other address as may be agreed by the parties; **"Seller"** means the person or entity with which Company places the Order; **"Services"** means: (a) in cases where the Contract relates to the purchase of services by Company, all of the services described in the Order or the Specifications (if any) to be performed by Seller under the Contract; or (b) in cases where the Contract relates to the purchase of Goods by Company, the installation or other services (if any) relating to the purchase and delivery of such Goods as described in the Order and/or the Specifications (if any), and in each case together with any services which can be reasonably inferred for the proper execution and completion of the Contract; **"Specifications"** means the specifications of or for the Goods and/or Services (if any) provided to Seller by Company; and **"Warranty Period"** means the longer of: (a) 12 months from the date of the Goods being put into operation; (b) 36 months from the Delivery of the Goods; (c) any period specified in the Order; or (d) any period implied by law.

1.2 Construction. The headings in these Conditions shall not affect its interpretation. This Contract provides for the purchase of Goods and/or Services by Company. Unless the context requires otherwise, where the Contract relates solely to the purchase of Goods, references to Services shall be disregarded, and where the Contract relates solely to the purchase of Services, references to Goods shall be disregarded.

2. BASIS OF PURCHASE

2.1 An Order constitutes an offer which may be withdrawn, cancelled or amended by Company at any time before acceptance by Seller. Acceptance of an Order shall take place whenever expressly confirmed by Seller or by any other conduct consistent with acceptance. If Seller is unable to accept an Order, it shall notify Company promptly. Upon acceptance of the Order (and from such date), the Contract shall come in to existence (the "Commencement Date").

2.2 THE SELLER'S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE: These Conditions apply to the Contract and to all supplies of Goods and/or Services by Seller under the Contract to the exclusion of any other terms and conditions the Seller seeks to impose or incorporate (whether under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or otherwise), or which are implied by trade, custom, practice or course of dealing, provided that these Conditions and/or the Contract shall not supersede any existing services and/or goods agreement in place between and signed by both parties prior to the Commencement Date to the extent that the terms of these Conditions and/or Contract conflict or are inconsistent with the terms of such services and/or goods agreement. Seller's acceptance of the Order shall be deemed conclusive evidence of Seller's acceptance of these Conditions.

2.3 No conduct of Company shall constitute acceptance of any of Seller's terms. No obligations shall arise on the part of Company from: (a) any order confirmation or other documents issued by Seller which are not strictly in accordance with the corresponding Order; (b) order confirmations confirming verbal orders unless such order confirmations have been subsequently expressly accepted by means of a duly signed written document issued by Company; or (c) any request for offers or quotations issued by Company.

2.4 If any Order and/or Specifications (if any) provisions are inconsistent with these Conditions, these Conditions will prevail unless the Condition to be overridden is specifically identified and the intention for the Order and/or Specifications to amend these terms is clearly expressed.

3 PRICE & PAYMENT

3.1 The price of the Goods and/or Services shall be as stated in the Order, or, where the price has been omitted, it is agreed that the price payable shall be the lowest prevailing market price for such Goods and/or Services, but in no case shall the price be higher than the most recent quotation from Seller (the "Price"). Seller warrants that the Price is not less favourable than those currently extended to any other customer of Seller for the same or similar goods and/or services in similar or smaller quantities and under like circumstances. In the event Seller reduces its price for such goods and/or services during the term of the Contract, Seller agrees to reduce the Price correspondingly.

3.2 Other than as expressly provided herein, no variation in the Price (whether to reflect variations in currency exchange rates, the cost of labour, materials, overheads, any other cost or expense, or otherwise) or the method of payment specified in this Contract will be accepted without the prior written approval of Company

14. WARRANTIES

14.1 Seller agrees and acknowledges that:

14.1.1 Company is relying on Seller's skill and expertise to ensure Goods are of merchantable quality and fit for the purpose intended and, in addition to all other warranties, expressed or implied, established by statute or common law, or set out in the Contract, Seller hereby expressly represents and warrants that it has the right to sell the Goods and that, for the Warranty Period: (a) the Goods will conform with any applicable Specifications, drawings and any other description relating to the Goods provided or accepted in writing by Company (as the case may be); (b) the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Seller or made known to Seller by Company, expressly or by implication, and in this respect Company relies on Seller's skill and judgment; (c) the Goods are free from any defect in design, materials and workmanship, and patent and latent defects, and any and all liens, charges and encumbrances; and (d) the Goods are identical in all respects to any samples provided; and

14.1.2 Company is relying on Seller's skill and expertise to ensure that the Services are provided with all due care, skill and diligence and, in addition to all other warranties, expressed or implied, established by statute or common law, or elsewhere set forth in the Contract, Seller hereby expressly represents and warrants that the Services: (a) will be provided by appropriately experienced, qualified and trained personnel; (b) will be rendered with all due skill, care and diligence; (c) will conform to all Specifications and any other description relating to the Services, provided or accepted in writing by Company (as the case may be); and (d) that the output of the Services shall be fit for any purpose expressly or by implication made known to Seller.

14.2 Such warranties, together with all other service warranties and guarantees of Seller, shall enure to the benefit of Company, its successors, assigns and customers. All warranties shall survive inspection, test, acceptance and payment by Company for the Warranty Period. All of the above warranties shall continue in force notwithstanding the failure of Company to enforce the same from time to time, and such warranties shall not be deemed to be varied by any course of dealing established between the parties hereto, or otherwise.

14.3 Seller shall keep detailed records of all things done by it in relation to the provision of Services hereunder for a minimum period of 7 years and, at Company's request, shall make such records available for inspection and/or provide copies to Company.

15. INDEMNITY AND INSURANCE – THE SELLER'S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE

15.1 Seller shall assume full liability for and shall indemnify, protect and hold harmless Company, its affiliates, and its and their respective directors, officers, employees, servants, agents and representatives ("Indemnified Parties") from and against any and all Losses which may accrue to or be sustained by any of the Indemnified Parties resulting from or arising out of:

15.1.1 Seller's or any of its employees', servants', agents', representatives' or sub-contractors' work, or on account of or connected with the Goods and/or Services provided hereunder;

15.1.2 any direct or indirect breach, negligent performance or failure or delay in performance of the terms of the Contract by Seller, its employees, servants, agents, representatives or sub-contractors;

15.1.3 any default or misconduct of Seller, its employees, servants, agents, representatives or sub-contractors;

15.1.4 any claim by the Seller's employees or agents used to provide the Goods and/or Services; or

15.1.5 any claim, suit or action made or threatened against the Indemnified Parties for actual or alleged infringement of any third party's Intellectual Property Rights (as defined below) by reason of the manufacture of the Goods or supply of the Services (including the products of the Services) by Seller, the resale thereof by any of the Indemnified Parties, and use of said Goods or any part thereof for a purpose known to Seller or of which Seller would reasonably have been aware. Seller, at Company's request, shall defend, at its own expense, any such claim, suit or action.

15.1.6 The indemnities given by Seller in clause 15.1 shall not apply to any liability, damage, cost or expense caused solely by the negligence of any of the Indemnified Parties.

15.1.7 The Seller shall maintain appropriate insurance in respect of its liability arising from the Contract.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The parties agree that Seller shall obtain no right in any Intellectual Property Rights (as defined below) of Company whether by supplying the Goods and/or Services or otherwise.

16.2 All tools, equipment, materials, blueprints, drawings, designs, documents, specifications (including the Specifications), data and other information provided to Seller by Company in connection with the Contract **("Company Materials")** and all copyright, patent, designs rights and all other intellectual property rights **("Intellectual Property Rights")** in or arising out of them shall vest in and remain at all times the property of Company. Seller shall keep all such Company Materials in safe custody at its own risk, shall maintain them in good condition until returned to Company, shall use them only as necessary to perform the Contract and otherwise in accordance with Company's written instructions or authorisation, and shall return them to Company on completion of the Contract.

16.3 Any products of the Services, any ideas, improvements, information, discoveries, inventions or development arising out of the Services which result from or involves suggestions, directions or information given by Company, any Goods made in accordance with the Specifications and any Goods and/or any developments to Goods specifically produced or developed by Seller for Company in connection with the Contract (each being **"Works"**), and all Intellectual Property Rights in such Works, shall be the sole and exclusive property of Company.

16.4 Seller hereby assigns and agrees to assign to Company absolutely with full title guarantee and free from all third party rights, all right, title and interest in any Intellectual Property Rights in the Works. Seller hereby

3.3 Unless agreed otherwise by the parties, Seller shall invoice Company for all Goods and/or Services supplied to Company hereunder within 15 calendar days of delivery of the Goods or completion of the performance of the Services (as applicable). All invoices must be rendered to Company and issued by Seller. Invoices shall include such information as may be requested by Company (including without limitation the Order or Contract number for reference), take the relevant form (electronic or otherwise) and shall be sent to the address(es) (all as notified to Seller by Company from time to time). No invoice may be submitted until after delivery of the Goods or performance of the Services.
3.4 The Price shall be inclusive of all charges for packing, shipping, carriage, insurance, delivery and all other costs and duties including without limitation any and all taxes (except VAT, where applicable, which shall be payable by Company subject to receipt of a VAT invoice), other duties (where applicable) and governmental charges, now imposed or hereafter becoming effective, relating to the production, sale, shipment, export, importation, use or erection of the Goods or performance of the Services. Seller agrees to indemnify Company against and reimburse it for any expenditure, liabilities, costs or payments incurred or made by Company caused by or relating to Seller's failure to pay such taxes, duties and other governmental charges. Prior to making payment, Company may request a current Tax Clearance Certificate in respect of Seller.
3.5 Company shall, unless otherwise agreed in writing with Seller, pay the agreed invoice no later than the terms specified in the "payment terms" field on the Order, provided it has received a valid invoice.
3.6 Payment for Goods and/or Services supplied to Company hereunder shall be conditional upon and subject to: (a) delivery of the Goods or performance of the Services without their rejection pursuant to clause 6; (b) provision of a valid invoice by Seller, as described above; and (c) where relevant, receipt by Company of an appropriate VAT invoice in respect of the Goods and/or Services.
3.7 Inattention to the following details may mean a delay in payment, but no prompt payment discount shall be forfeited by Company on account of Seller's failure: (a) to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as maybe indicated on the Order; (b) to send a monthly statement of account quoting the invoice numbers applicable to each item thereon; or (c) to mark clearly the Order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all correspondence relating thereto.
3.8 Company reserves the right to deduct from any monies due or becoming due to Seller under the Contract any monies owed to or claimed by Company from Seller whether under the Contract or otherwise.

4. DEVIATIONS

Company shall be entitled at any time to require deviation from, addition to, or omission of instructions or requirements for the Goods and/or Services **("Change").** If such Change shall make the Goods and/or Services more or less expensive than if performed in accordance with the original instructions or requirements, a fair and reasonable addition or deduction (agreed with Company in writing) may be made to the Price. No claim shall be allowed for any extra labour or material used by Seller in connection with a Change unless the same has been approved in writing by Company. Acceptance of payment of the Price constitutes a waiver of all claims for extra Services and/or Goods furnished.

5. PACKAGING AND DELIVERY

5.1 All Goods shall be delivered in a single lot, unless stated otherwise, be suitably packed or otherwise prepared for shipment having due regard to the nature of the Goods and the method of shipment, so as to comply in all respects with all relevant laws and regulations, secure the most competitive transportation rates and meet the requirements of the carrier (who may be nominated by Company) to ensure safe shipment.
5.2 Without prejudice to clause 3.7, each container containing Goods must be marked or accompanied by a delivery note to show the order date, quantity, order number, contents (including code number of the Goods, where applicable), any special storage conditions, supplier's name and, subject to clause 5.6, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. A packing sheet showing this information and any special instructions relating to the safe handling of the container shall be included in each package. Company's determination of count or weight shall be conclusive.
5.3 Without prejudice to clause 18, Seller shall, at its own expense, procure any import and/or export licence or other authorisation necessary for the delivery of the Goods to, or the performance of the Services at, the Point of Delivery, and shall provide the certificate of origin and any other documents which Company may require for the purpose of taking delivery, and evidencing ownership, of the Goods. Seller shall deliver the Goods to Company, or perform the Services, at the Point of Delivery at the Delivery Time, and, in relation to the Goods, Delivery shall take place when the Goods are unloaded **("Delivery").**
5.4 Seller shall inform Company of any requirements for access that Seller may have to allow for the Goods and/or Services to be delivered in accordance with the Contract, any Specifications or schedule of works. Seller shall be liable for all of Company's costs, losses or expenses arising from late delivery in accordance with the Contract caused by a failure to inform Company of any delivery requirements Seller may have in sufficient time to allow Company to accommodate the requirements to allow proper deliver to take place.
5.5 The Delivery Time will be of the essence. Where any delay in Delivery can be anticipated or, in the case that Delivery is delayed, Seller must notify Company of the delay as soon as they are aware of that fact and, in any event, not fewer than 7 calendar days before the Delivery Time.
5.6 Company shall not be required to accept instalment deliveries or performance. If the Goods are agreed to be delivered or the Services are to be performed, by instalments, the Contract will be treated as a single contract and shall not be severable.

6. ACCEPTANCE AND REMEDIES

6.1 Company shall have the right to inspect the Goods, including the right to verify the quantity of Goods actually shipped, at the Delivery Point, for a period of 30 calendar days from their actual receipt at the Delivery Point, before tendering payment or accepting the Goods. Failure to inspect within 30 calendar days after actual receipt of the Goods at the Delivery Point shall constitute a waiver of Company's rights of inspection and shall be equivalent to acceptance of the Goods. Such failure to inspect shall waives or shall procure a waiver of all moral rights in such Works to which any individual is now or may be at any future time entitled.
16.5 Seller shall promptly at Company's request do (or procure to be done) all such further acts and things and execute all such other documents as Company may from time to time require for the purpose of securing Company the full benefit of this clause 16 including all right, title and interest in and to the Intellectual Property Rights assigned to Company in accordance with this clause 16. Seller shall, and will procure that its employees, servants, agents, representatives and sub-contractors shall, fully co-operate with Company in obtaining suitable protection for Company for such Intellectual Property Rights including, but not limited to, execution of patent applications and assignments as required by Company.
16.6 In respect of the Goods and any goods that are transferred to Company as part of the Services under the Contract, Seller warrants that it has full, clear and unencumbered title to all such items, and that, at the date of delivery of such items to Company, it will have full and unrestricted rights to sell and transfer all such items to Company, and such items shall not infringe the Intellectual Property Rights of any third party.

17. CONFIDENTIALITY & ANNOUNCEMENTS

17.1 Subject to clause 17.2, Seller shall not without the prior written consent of Company (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose directly or indirectly to any other person any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Company, its employees, servants, agents, representatives or sub-contractors, and any other confidential information concerning Company's business or its products (including without limitation the existence and terms of the Contract and the subject matter thereof) which Seller may obtain, including without limitation any Specifications and Works **("Confidential Information"),** save that this shall not prevent any disclosure of such information which is required by law, court order or any legal or regulatory authority.
17.2 Seller may disclose Confidential Information to such of its employees, consultants or subcontractors as need to know it for the purpose of discharging Seller's obligations to Company under the Contract, provided that it ensures that they are subject to obligations of confidentiality corresponding to those which bind Seller.
17.3 All Confidential Information shall be and remain at all times the property of Company and shall be preserved and regarded by Seller as secret and confidential.
17.4 Seller shall not make or permit any statements relating to the Goods and/or Services, or images of the Goods, to appear without the prior written consent of Company. Seller will afford facilities to Company to record such images for the purpose of indicating progress, technical description or publicity.

18. DATA PROTECTION

18.1 In so far as the Seller "processes" any "personal data" on behalf of Company under this Contract, the parties acknowledge that Company is the "controller" of such personal data and Seller is acting as "processor" on behalf of Company (as such terms are defined in the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR")) and Seller shall: (a) only process such personal data on behalf of Company (or, if so directed by Company, any of Company's affiliates), in accordance with the terms of this Contract and in accordance with Company's instructions from time to time; (b) not appoint any third party processor of personal data under this Contract without the explicit consent of the Company; (c) not disclose or permit the disclosure of any of such personal data to any third party in any circumstances other than at the specific request of Company or if otherwise compelled by law to make such disclosure; (d) at all times comply with all applicable laws relating to data protection, privacy and/or information security including GDPR and the Data Protection Act 2018 in each case as amended, nationally implemented, supplemented or replaced from time to time; (d) ensure that all personnel involved in the processing of personal data under this Contract are obliged to keep the personal data confidential; (f) assist Company promptly with all data subject requests for access to such personal data which may be received by Company from time to time; (g) have in place such technical and organisational measures as are reasonably necessary and appropriate to safeguard against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data; (h) to assist the Company in carrying out its data security obligations under Articles 32-36 of GDPR; (i) not disclose or transfer such personal data outside the European Economic Area without Opella's prior written consent; (j) on termination of this Contract for whatever reason, cease to use such personal data and arrange for the prompt and safe return to Company of all such personal data together with all copies in its possession or control; and (k) notify the Company without undue delay on becoming aware of a personal data breach affecting any personal data under this Contract.
18.2 Seller acknowledges that all right, title and interest in such personal data is vested solely in Company.

19. COMPLIANCE WITH LAW AND REGULATION

19.1 For the purposes of these Conditions, **"Public Official"** means (a) an officer, employee or comparable person or individual who acts in an official (including legislative, administrative or judicial) capacity for or on behalf of any local, national, territorial, federal, state, federal district or municipal government agency or independent agency, organisation, commission, committee, foundation, or governmental corporation; (b) any political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office; (c) an employee or person acting on behalf of a publicly-owned business or healthcare provider; (d) an officer, employee or person acting for or on behalf of a public international organisation; or (e) any person engaged or related to any similar entity to those referred to above. This includes any doctor, medical professional, employee or officer of any government healthcare authority, organisation or agency or any government regulatory agency.
19.2 Seller represents and warrants to Company that: (a) all Goods and Services delivered pursuant to this Contract will be produced, sold and delivered to Company, and all facilities used by Seller in connection with the delivery of any Goods and Services, shall be in compliance with all applicable statutory and regulatory requirements; (b) it has not and will not directly or indirectly offer or pay or authorise the offer or payment of any money or anything of value in order to improperly influence a Public Official

not, however, limit Company's rights under this clause 6.
6.2 Without prejudice to any other right or remedy which Company may have, if any Goods and/or Services are not supplied or performed in accordance with, or Seller fails to comply with any of the terms of, the Contract, including without limitation any failure by Seller to deliver the Goods and/or perform the Services by the Delivery Time, Company will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Company:
6.2.1 to terminate the Contract with immediate effect by giving written notice to Seller and be repaid any sums paid hereunder;
6.2.2 to reject the Goods and/or Services (in whole or in part) and return any Goods to Seller in accordance with clause 6.4;
6.2.3 to refuse to accept any further deliveries of Goods and/or Services without any liability to Seller;
6.2.4 to recover from Seller any costs incurred by Company in obtaining substitute Goods and/or Services from a third party;
6.2.5 at Company's option, to give Seller the opportunity at Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
6.2.6 to carry out at Seller's expense any works necessary to make the Goods and/or Services comply with the Contract; and/or
6.2.7 to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of Seller's breach of the Contract including, but not limited to, transport costs, dismantling and assembling costs, costs for changing foundations and public utility conduits, and shall be reimbursed for the same within 30 calendar days notifying Seller.
6.3 Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
6.4 If Goods or any portion thereof are rejected, Company shall promptly notify Seller of such rejection. Any Goods rejected by Company may be returned by Company at the expense and risk of Seller and no payment shall be due in relation to them from Company. In the event that the Company has already paid for rejected Goods, Seller shall refund Company in full for such Goods forthwith.
6.5 Any rejection by Company or any acceptance by Company of credit, refund or replacement, shall be without any liability whatsoever on the part of Company and without prejudice to Company's other rights, whether in contract, tort or otherwise, in respect of the defective nature or other failure of the Goods and/or Services to comply with the requirements of this Contract.

7. RISK AND PROPERTY
7.1 Risk and property in the Goods shall pass to Company on Delivery. Passing of risk and property shall be without prejudice to any right of rejection Company has under the Contract, by operation of law or otherwise.
7.1.1 In relation to the supply of Goods under the Contract, it shall be the obligation of Seller to insure the Goods to the full value thereof until completion of Delivery against any loss, damage or destruction by any cause whatsoever.

8. SERVICES PERFORMED ON SITE
8.1 Seller shall comply with all site rules notified to it by Company, all other health, safety, hygiene and environmental requirements, and all industry standards.
8.2 Any Seller's equipment remains at all times at Seller's risk, who shall insure such equipment against all risk of loss or damage. Company accepts no liability for any loss of or damage to Seller's equipment, however caused, including through Company's negligence.

9. PERSONNEL
9.1 All Personnel will at all times be and be deemed to be employees of Seller or Seller's sub-contractors or agents and not of Company or any affiliate of Company. Seller will be responsible for taking all disciplinary action in respect of the Personnel and for paying any salaries, taxes, contributions and charges payable in respect of the Personnel.
9.2 In the event that this Contract terminates for whatever reason or the provision of the Services (or any part of them) ceases for whatever reason, and in either case, in circumstances where there is a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time **("Regulations"),** Seller will:
9.2.1 on the effective date of termination of this Contract (or cessation of the Services or any part of them) for whatever reason, deliver to Company on request copies of all personnel and employment records (including national insurance and PAYE records), employment contracts and statements of terms and conditions of employment and disciplinary records for all employees who are a member of the Personnel on that date. It is expressly acknowledged by Seller that Company can pass such information on to any third party who takes over the performance of all or part of the Services upon termination of this Contract or cessation of the Services for whatever reason **("Replacement Service Provider");** and
9.2.2 keep indemnified Opella and any Replacement Service Provider against any Losses arising from or in connection with any act or omission by the Seller or its agents prior to the date of termination of this Contract or the ending of the provision of the Services in relation to the employment or the termination of the employment of any employees who are or have been members of the Personnel at any time, including a breach of Regulation 13 of the Regulations.

10. TOOLS, DYES, MOULDS AND SPARE PARTS
All tools, dyes, moulds and printing plates created for use for the purposes of this Contract shall be the property of Company and Seller may not use the same for any purpose save as authorised in writing by Company. Company may require Seller to deliver the same to Company forthwith on demand in writing. All tools, dyes, moulds, plates and other apparatus shall be carefully preserved by Seller and maintained in good operating condition at all times. Seller shall maintain such stock of genuine spare parts for the Goods as is sufficient to cover commissioning and the on-going use of the Goods thereafter and shall provide Company with an up-to-date price list in respect of such spare parts.

and if Seller is a Public Official, it represents and warrants that it has not accepted nor will accept any such payment; (c) all Goods delivered pursuant to this Order will have been sourced from the sources agreed with or notified to Company and will not have been produced using child labour; (d) it has obtained and will maintain for the duration of the Contract (at its cost) all necessary licences, permissions, consents, authorisations and permits whatsoever for the purposes of performing its obligations under the Contract and in particular to provide to Company the Goods and/or Services, and shall produce evidence of the same in a timely fashion when requested by Company; (e) any packaging, marking, labelling and shipping papers for international shipment of all hazardous Goods will meet applicable national and international laws and regulations; (f) all information supplied by it to Company during Company's pre-contractual due diligence is complete, truthful and accurate; and (g) it will update the representations and warranties contained in the Contract if, during the term of the Contract, it, or any of its directors, officers, or employees or consultants responsible for performance under the Contract or a relative of such individual becomes a Public Official or if a Public Official becomes an owner of Seller.
19.3 Seller shall assist Company in taking all reasonable steps to ensure that funds provided and paid to Seller hereunder are properly applied, including but not limited to: (a) Seller providing detailed invoices pursuant to the Contract on a periodic basis; (b) Seller obtaining in advance the written authorisation of Company in relation to any extraordinary expenditure which it may incur in the provision of the Goods and/or Services; (c) Seller providing supporting documentation in relation reimbursement of expenses discharged in the provision of the Goods and/or Services; and (d) during the term of the Contract and for 3 years after final payment has been made under this Contract, Seller permitting Company and its agents to review and copy its books, documents, papers and records insofar as they involve transactions relating to the Contract (Company agrees that, save as may be required by law or for ensuring compliance with the terms of this Agreement, such documents shall be treated as confidential and shall not be disclosed to any party outside of Company).
19.4 Should the Contract involve any hazardous substances or materials as determined by the applicable laws or regulations, Seller warrants that Seller comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to Seller. Upon receipt of the Order, Seller shall notify Company of any such hazardous materials present in any of the Goods ordered by Company. Seller shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by Company so as to enable Company to comply with applicable laws and regulations on receipt of Goods and/or performance of the Services.
19.5 If Seller is in breach of any part of this clause 18 or Company learns that: (a) improper payments are being or have been made to a Public Official by Seller with respect to Services performed on behalf of Company or any other Company group company; or (b) that a third party or those acting on behalf of a third party with respect to Services performed on behalf of Company has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retail business or otherwise gain or grant an improper business advantage from or to any other person or entity, then Company may terminate the Contract immediately in writing and without any requirement for notice and without any liability whatsoever to Seller. Further, in the event of such termination, Seller shall not be entitled to any further payment regardless of any activities undertaken or agreements with additional third parties.
19.6 If the term of the Contract exceeds 1 year, Seller shall certify its compliance with this clause 18 on an annual basis in a form provided at the relevant time by Company. Seller agrees to comply with Company's anti-corruption policy as provided to it by Company.

20. FORCE MAJEURE
Company shall not be liable for a failure or delay in taking delivery of the Goods and/or Services hereunder, if the failure or delay is occasioned by an event beyond the reasonable control of Company including but not limited to fire, explosion, flood, war, act of terrorism, act of God, accident, interruption of or delay in transportation, labour dispute, strike, suspension of operations or works at any of Company's plants or places of business, government action, riot or rebellion (such circumstances to be "Force Majeure"). Where, during an event of Force Majeure, Company is able to take delivery of a reduced quantity of Goods or a reduced level of performance of Services, Company shall be entitled to do so without liability to Seller and without prejudice to Company's right to claim Force Majeure in respect of the balance of this Order. Where Force Majeure continues for a period of 2 months or longer, Company shall be entitled to terminate the Contract and the provisions of clauses 21.2 to 21.5 shall apply.

21. TERMINATION BY BUYER
21.1 Without limiting its other rights or remedies, Company may terminate the Contract with immediate effect:
21.1.1 in whole or part by written notice to Seller at any time prior to Delivery, without liability to Seller;
21.1.2 if Seller commits a breach of any of the terms of the Contract and, where the breach is capable of remedy, Seller fails to remedy such breach within 14 days of written notice of such breach from Company, specifying the breach and requiring it to be remedied;
21.1.3 if Seller becomes insolvent, is unable to pay its debts, ceases to trade, makes any composition or arrangement with its creditors, has a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of its undertaking, enters into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction), suffers the occurrence of any event analogous to those described above under applicable law, or if Company has reasonable cause to believe that any of the foregoing circumstances may occur; or
21.1.4 if Seller indicates in any way, including by its conduct, that it is unwilling to comply with the provisions of the Contract.
21.2 Upon termination of this Contract, Seller shall deliver to Company all documentation, information and materials which belong to or were supplied to Seller by Company, including without limitation all Confidential Information, Company Materials and Works, together with any Goods, which are in Seller's custody or control. Company shall be entitled to enter Seller's premises, without prior notice, for the purpose of removing therefrom any such documentation, information, materials and goods.
21.3 Company shall in no event, whether in contract, tort (including negligence) or howsoever arising, be liable for incidental, indirect, special or

11. QUALITY ASSURANCE FOR GOODS

11.1 Without prejudice to clause 12, all Goods will be approved by Seller's Quality Assurance organisation to comply fully with the requirements of the Contract.

11.2 Each delivery of Goods must be supported by a certificate of conformance signed by a senior member of Seller's staff responsible for Quality Assurance/Inspection stating his position or status in their Quality Assurance/Inspection organisation. The certificate of conformance shall read as follows: "The items on Delivery Note ### (state no.) have been inspected and tested to Drawing and/or Specification No. ### (quote relevant drawing, specification and issue numbers) and have been found to conform in all respects to the requirements of Order No. ###. "

11.3 Each delivery of Goods shall, if applicable, be supported by a certificate of chemical and mechanical analysis or an authenticated copy of same. Certificates or release documents shall be supplied with the relevant Goods or materials, and shall bear the Order number referenced thereupon in full.

12. INSPECTION

12.1 Company (or its nominee) may at all reasonable times and on reasonable notice inspect and/or test on Seller's premises the Goods (including all designs and other components) and their manufacture, assembly, processing, workmanship and storing, and the manner in which any Service is being provided by Seller, and, where any Goods (including all designs and other components) are being manufactured or any Service is being provided by any third party and/or on other premises, Seller shall obtain for Company permission to so inspect and/or test, and shall give to Company reasonable notice of the dates on and the place at which the Goods and/or Services may be inspected and/or tested. Seller shall, at Seller's own cost, give Company all assistance (by supply of labour, materials, power or otherwise) as may be reasonably necessary to carry out such inspections and/or tests effectively. Such inspection and/or testing shall not relieve Seller from its obligations arising from the supply of the Goods and/or Services.

12.2 Following such inspection and/or testing, Company may inform Seller in writing of any issues in respect of which Company is of the opinion that the Goods and/or Services fail to comply with the Contract, and Seller shall immediately take all remedial action as is necessary to ensure such compliance.

12.3 Not with standing any such inspection and/or testing, the Seller shall remain fully responsible for the Goods and/or Services and any such inspection and/or testing shall not reduce or otherwise affect the Seller's obligations under the Contract, and the Company shall have the right to conduct further inspections and/or tests after the Seller has carried out its remedial actions.

13. PRODUCT COMPLAINT REPORTING

13.1 In the event that Seller is made aware of any pharmacovigilance data (adverse events, drug exposure via parent, medication errors, overdose, misuse or abuse, drug interactions, lack of efficacy, occupational exposure, transmission of infectious agents, off label use or unintended benefit) associated with the use of a Company product then this information must be reported (immediately, if possible, but in any event no later than within one (1) working day of receipt) to Company's 'Pharmacovigilance Department':

For the UK – ConsumerSafety-UK@opella.com

consequential damages of any kind or for loss of profits or revenue or loss of business arising out of, or in connection with, the Contract or the termination thereof whether or not Company was advised of the possibility of such damage.

21.4 Not with standing any termination of the Contract, the provisions of the Contract shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

21.5 Termination of the Contract by Company shall be without prejudice to the rights and remedies of Company in relation to any negligence, omission or default of Seller prior to such termination.

22. GENERAL

22.1 Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Company. If Seller does sub-contract any of its rights or obligations under the Contract (with Company's consent), all acts and omissions of such sub-contractors shall be deemed to be the acts and omissions of Seller and Seller shall ensure that any sub-contractor complies with the obligations set out in the Contract and Seller shall remain fully liable at all times for the same.

22.2 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. 22.3 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22.4 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party at the address stated in the Order or, where it is not stated in the Order, its usual address in relation to the Contract.

22.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

22.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.

22.7 With the exception of any amendments to these Conditions made by Company from time to time, a variation of the Contract is valid only if it is in writing and signed by a duly authorised representative of Company.

22.8 Without prejudice to clause 7, company has the right, at any time upon reasonable notice, to audit Seller in order to reasonably satisfy itself that Seller is in compliance with all of its obligations hereunder. Such audit may involve the provision of relevant documentation to Company by Seller in which instance Seller shall furnish such requested documentation within 24 hours of such request. For the avoidance of doubt, any unreasonable obstruction of such right to audit by Seller shall be considered a breach hereof and Company shall be entitled to enforce or apply all or any rights or remedies for breach contained herein or otherwise available to it for such breach.

23. GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the country in which the Company is domiciled. Each party irrevocably agrees that the courts of the country in which the Company is domiciled shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).