

TERMS AND CONDITIONS OF PURCHASE

Opella Healthcare AU Pty

(jointly and severally referred to as "Opella")

1. Definitions and Interpretation

These Terms and Conditions of Purchase (**Terms**) govern the supply by the Seller of Goods to Opella.

1.1 Definitions and interpretation

In these Terms:

Adverse Event means any untoward medical occurrence in a patient, consumer or clinical investigation subject administered a medicine, which does not necessarily have a causal relationship with this treatment. An adverse event can therefore be any unfavourable and unintended sign (for example, an abnormal laboratory finding), symptom or disease temporally associated with the use of a medicine, whether or not it is considered related to the medicine.

Affiliates mean any 'related body corporate' or 'related entity' as those terms are defined under the Corporations Act 2001 (Cth).

Confidential Information means all information disclosed by Opella to the Seller (regardless of its form, the medium in which it is stored or the date on which it was disclosed) of a confidential, non-public or a proprietary nature which relates to the affairs or business of Opella or any officer, employee, customer, client, patient, partner or Affiliate of Opella including all correspondence between Opella and the Seller and the contents of the Purchase Order, but does not include any information in the public domain (other than as a result of a breach of these Terms) or any information required to be disclosed by law.

Consequential Loss means any loss recoverable at law beyond loss arising in the usual course of things including loss and associated costs which is consequential on other loss, loss of opportunity or goodwill, loss of actual or anticipated profits, loss of rent, loss of revenue, loss of reputation, loss of anticipated savings or business and loss of value of any equipment.

Goods means any goods or services supplied by the Seller to Opella under a Purchase Order.

GST has the meaning given to that term under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Insolvent Event means the Seller resolves to be wound up, has a winding up application presented against, is placed under official management or administration, has a liquidator or a provisional liquidator appointed to it, is insolvent or unable to pay its debts when they fall due, is bankrupt or commits any act of bankruptcy or enters into any arrangement or assignment for the benefit of its creditors.

Modern Slavery Act means the Modern Slavery Act 2018 (Cth) and Modern Slavery has the meaning given under that act.

Purchase Order means a purchase order issued by Opella.

Opella means Opella and its Affiliates.

Seller means the supplier of Goods to Opella and includes the Seller's respective directors, officers, employees, agents and representatives.

Suppliers Code of Conduct means the document outlining Opella's expectations of its suppliers (a copy of which may be accessed via: <https://suppliers.Opella.com/>).

1.2 In these Terms: (a) headings are included for convenience only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, any part of this document; and (e) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions.

2. Orders and these Terms

2.1 Opella may at any time issue Purchase Orders to the Seller specifying the Goods that it requires.

2.2 Any Purchase Order submitted to the Seller by Opella will be deemed to incorporate these Terms. The terms and conditions, if any, contained in any documentation provided by the Seller are excluded.

2.3 The Seller must ensure that the Goods are delivered or provided: (a) to the location(s) specified in the Purchase Order; (b) within the time frames specified in the Purchase Order; and (c) otherwise in accordance with the specifications in the Purchase Order and these Terms.

2.4 Unless the Purchase Order expressly states otherwise, nothing in these Terms or the Purchase Order requires Opella to purchase any minimum quantity or volume of Goods from the Seller.

3. Price

Unless otherwise expressly agreed: (a) the price for the Goods is to include free delivery to the address stated in the Purchase Order; (b) no variation in the price will be accepted by Opella unless a revised Purchase Order is issued; and (c) prices quoted on Purchase Orders exclude GST (unless expressly stated otherwise).

4. Terms of Payment

Payment terms are ninety (90) days from date of receipt of invoice. Opella reserves the right to set off any sums in respect of which the Seller may be in default to Opella. The Seller will submit invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under <https://suppliers.Opella.com/invoicing> for the invoiced Opella entity at the invoice issue date. Submitted electronic invoices will include entity at the invoice issue date. Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the delivered goods/services etc.) and the ones enabling Opella to process them (e.g. purchase order number etc.) as defined under <https://suppliers.Opella.com/en/standards-and-procedures/invoicing> for the invoiced Opella entity at the invoice issue date. Sending a paper duplicate is explicitly not required. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be

processed. Non-compliant invoices may be returned to the Supplier.

5. Title and Risk

The title and risk in the Goods remain with the Seller until:

(a) Opella takes delivery of the Goods; (b) Opella has had a reasonable time to inspect and, if it considers appropriate, test the Goods; (c) where applicable, the Goods have been installed and commissioned at Opella's premises to Opella's satisfaction; and (d) where applicable, Opella is satisfied with the validation testing of the Goods.

6. Quality and Description

6.1 The Goods must: (a) conform as to quality, description and specification with the particulars specified in the Purchase Order; (b) conform with any samples previously provided to Opella; (c) be new and of merchantable quality; (d) be fit for purpose; (e) be free from contamination or defect; and (f) comply with all applicable laws, requirements of government agencies, Australian Standards and industry codes of practice.

6.2 Where the Goods are services, they must also be provided: (a) with all due care and skill; (b) by appropriately trained and qualified personnel who hold all necessary licences, permits or other approvals required by law; (c) to the highest standard of quality normally achieved by commercial providers of similar services; and (d) in accordance with the reasonable directions of Opella.

7. Rejection of Goods

In addition to any of its other rights under these Terms (or at law), Opella may reject any Goods that do not comply with the Purchase Order or the requirements of these Terms. Upon notification of rejection by Opella, the Seller must arrange for the rejected Goods to be returned to the Seller at the Seller's risk and expense and the Seller must, if required by Opella, within a time acceptable to Opella, replace such rejected Goods with Goods which are in all respects in accordance with the Purchase Order and these Terms at no additional cost to Opella.

8. Cancellation

Opella may cancel any Purchase Order or any undeliverable part of a Purchase Order, without liability to the Seller, if the Seller: (a) does not make deliveries strictly in accordance with the delivery schedule specified in the Purchase Order; (b) commits any other breach of these Terms; or (c) suffers an Insolvent Event. This right of cancellation is in addition to any other remedies which Opella may have at law or in equity.

9. Packing

The Seller must provide suitable containers and packing materials for the safe delivery and reasonable storage of the Goods at no extra cost to Opella.

10. Hazardous Goods

Hazardous goods must have prominent and suitable warnings on all containers, packages and documents and such markings must comply with all applicable statutory and regulatory requirements.

11. Non-Assignability and employees

11.1 The Seller must not subcontract any Purchase Order without Opella's prior written consent (which may be withheld in Opella's absolute discretion). The Seller remains

11.2 As between Opella and the Seller, the Seller is solely responsible for any claims brought by (or in relation to) its respective employees and subcontractors (including any claims for payment of salary, wages, leave entitlements, superannuation or payroll tax).

12. Indemnity

12.1 The Seller indemnifies Opella from and against any and all liability, losses, damages and expenses arising out of any (a) negligent act or omission of the Seller (b) any breach by the Seller of its obligations under this Agreement; (c) any breach by the Seller of any applicable law; or (d) any claim that the Goods or Opella's use of the Goods infringes or allegedly infringes the intellectual property rights of any person.

12.2 Opella indemnifies the Seller from and against any and all liability, losses, damages and expenses arising out of any (a) negligent act or omission of Opella (b) any breach by Opella of its obligations under this Agreement; or (c) any breach by Opella of any applicable law.

12.3 Each party's liability to indemnify the other party under this Agreement is reduced proportionately to the extent that the other party's negligence or breach of this Agreement caused or contributed to the relevant liability, losses, damages and expenses.

13. Confidential Information

13.1 The Seller must maintain the Confidential Information in strictest confidence and must not at any time without Opella's prior written consent, disclose directly or indirectly any of the Confidential Information to any person other than an agent or contractor of the Seller who the Seller reasonably considers is required to have access to the same for the purposes of providing the Goods and the Seller must ensure that any such agent or contractor: (a) complies with the obligations of the Seller under these Terms as though that agent or contractor were the Seller; and (b) if required by Opella, enters into an agreement in a form acceptable to and directly enforceable by Opella to maintain the Confidential Information in strictest confidence.

13.2 The Seller must not in any way whatsoever use, reproduce, copy or record or permit the use, reproduction, copying or recording of any of the Confidential Information except for the purposes of fulfilling the obligations under these Terms and the Purchase Order.

13.3 The Seller must not enter or permit to be entered any Confidential Information on any computer database not under the exclusive control of the Seller.

13.4 The Seller must destroy or return all Confidential Information to Opella immediately upon Opella's written request.

13.5 The Seller acknowledges that any unauthorised use or disclosure of the Confidential Information in breach of this Clause 13 may cause material damage to Opella and accordingly Opella has the right in addition to any other remedies available at law or in equity, to seek injunctive relief against the Seller in respect of any breach.

14. Best price

The Seller must ensure that, at all times, each of the prices charged to Opella is no less favourable than the prices at which the Seller supplies goods or services, that are the same as or substantially similar to the Goods, to any other customer of the Seller. The Seller must notify Opella within

responsible for the acts and omissions of any subcontractors as if they were the acts or omissions of the Seller.

15. Force Majeure

If the performance or observance of these Terms or the Purchase Order is prevented or delayed by an event or circumstance beyond the reasonable control of a party, that party so affected will, upon prompt notice of such cause being given to the other party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the party so affected must use its best endeavours to avoid or remove the cause(s) of non-performance and observance as soon as possible.

16. Insurance

16.1 The Seller must maintain the following insurances from the date that the Seller receives a Purchase Order (Purchase Order Date) until the third anniversary of the Purchase Order Date: (a) product liability insurance providing adequate coverage for all Goods supplied to Opella (including marine cargo insurance where any Goods are being shipped to Opella); (b) professional indemnity insurance providing adequate coverage for any Seller professional advice (but only where the Seller provides professional services as Goods to Opella); (c) public liability insurance that provides adequate coverage in relation to the acts or omissions of Seller employees and subcontractors (where those employees or subcontractors will be providing Goods at Opella's premises); and (d) any other insurance required by law (including workers compensation insurance).

16.2 The Seller must immediately provide Opella, upon written request, certificate(s) of insurance evidencing its insurance coverage and limits.

17. Ownership

Ownership of all documents, manuals, reports, information, inventions, concepts, data or other works (in any medium) created by the Seller for Opella in connection with these Terms or the Purchase Order (Materials) vest in Opella immediately upon their creation. The Seller must do all things necessary or desirable (including executing any documents or procuring the execution of any documents) to transfer or assign, or procure the transfer or assignment of all such Materials to Opella (including all intellectual property rights in the Materials to the extent permitted by law).

18. Liability

To the extent permitted by law, in no event will the aggregate liability of Opella, its Affiliates and its and their respective directors, officers, employees, agents and representatives under these Terms and the Purchase Order include any Consequential Loss or otherwise exceed an amount equal to the total amount payable by Opella under the Purchase Order.

19. Governing Law

These Terms are governed by the laws of the State of New South Wales in Australia or New Zealand, whichever is the recipient of the Goods. Each party submits to the non-

14 days after it agrees to more favourable pricing with another customer and specify the relevant reductions to the prices charged to Opella. Any reduction to prices under this clause will take effect from the earlier of the date of the Seller's notice or the date on which it should have given the notice.

21. Entire Agreement

These Terms and the Purchase Order contain the entire agreement between the parties, and supersedes all prior written or oral communications, between the parties with respect to the subject matter contained in these Terms and the Purchase Order except to the extent that the Purchase Order was issued under a fully executed written agreement between the parties, in which case, the terms of that agreement will apply to the extent that they are inconsistent with these Terms. Neither these Terms nor the Purchase Order may be modified or amended except by an instrument in writing signed by Opella and the Seller.

22. Occupational Health and Safety

The Seller is responsible for the management of all employer obligations in connection with the Seller's respective directors, officers, employees, agents and subcontractors including all obligations relating to occupational health and safety when attending the premises of Opella.

23. Termination

In the event that: (a) an Insolvent Event occurs with respect to a party; or (b) a party commits a material breach of these Terms or the Purchase Order and the breach is not remedied within a period of seven (7) days after receipt of the notice from the non-breaching party requiring the breaching party to remedy the breach; then the solvent/non-breaching party may, without prejudice to any other remedies, terminate the Purchase Order without incurring any liability to the insolvent (or breaching party) and without prejudice to its rights to recover amounts owing to it by the other party (including any costs, losses, damages or other expenses).

24. Improper Payments

The Seller warrants, represents and undertakes that (a) it will comply with the requirements of all applicable anti-bribery legislation both national and foreign; and (b) it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to: (i) any individual, corporation, association, partnership; or (ii) government or semi-government body, (including but not limited to any officer or employee of any of the foregoing, a healthcare professional employed by a government-owned healthcare facility) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Opella by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. The Seller will immediately notify Opella, at any time during the term of this Agreement, if its circumstances, knowledge or awareness changes such that

exclusive jurisdiction of the courts of New South Wales (or New Zealand as applicable).

20. Enforceability

If any provision of these Terms is determined by a court to be invalid or void or voidable then that provision will be severed from these Terms and the remaining provisions will not be affected.

it would not be able to repeat the warranties set out above at the relevant time. Opella shall be entitled to immediately terminate this Agreement at any time in the event of a breach by the Seller of this Clause 24.

25. Codes of Conduct and Laws

The Seller acknowledges that Opella is bound to the industry codes for consumer and pharmaceutical activities. The Seller agrees to cooperate with Opella as reasonably required by Opella from time to time in order to assist Opella in complying with these codes. The Seller must also comply with all applicable laws (including those prohibiting all forms of Modern Slavery), requirements of government agencies, Opella's Suppliers Code of Conduct and industry codes of practice.

26. Modern Slavery

The Seller must ensure that it takes reasonable steps to comply with the Modern Slavery Act and must not do anything or omit to do anything that would cause Opella to contravene the Modern Slavery Act. The Seller must also promptly provide Opella with any information requested by Opella in order for Opella to be able to meet its obligations under the Modern Slavery Act.

27. Pharmacovigilance

During the course of providing the Goods under this Agreement, if the Seller becomes aware of any Adverse Event associated with use of a Opella product, the Seller agrees to report the Adverse Event to Opella's Product Safety department, within one (1) business day of awareness, by email, facsimile or telephone to the following:
Email: ae@Opella.com
Telephone: +61 2 8666 2123
Facsimile: + 61 2 8666 3050