

## GSK TERMS AND CONDITIONS OF PURCHASE

### (GOODS & SERVICES) ROI

#### 1. DEFINITIONS

**"Affiliate"** means an organization which is directly or indirectly controlled by, in Control of, or under common control with, either Supplier or GSK as appropriate.

**"Agreement"** means the agreement between GSK and Supplier consisting of the Purchase Order, these Terms and Conditions, the Specifications, and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating these Terms and Conditions.

**"Control"** means the ownership of more than 50% of the voting stock of any organization or the legal power to direct or cause the direction of the general management of either Supplier or GSK as appropriate.

**"Data Privacy Laws"** means all applicable laws concerning the processing of personal data including the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) as may be amended, supplemented or replaced from time to time.

**"Goods"** means all (or any) of the goods covered by the Agreement including without limitation raw materials, processed materials or fabricated products.

**"Incoterms"** means the Year 2010 edition of the official International Chamber of Commerce Rules for the interpretation of trade terms.

**"Intellectual Property Rights"** means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyright, database right, moral right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights.

**"Packaging"** means bags, cases, carboys, cylinders, drums, pallets and other containers.

**"Price"** means the price set out in the Purchase Order payable by GSK to the Supplier in consideration of the performance of the Services and/or the delivery of the Goods.

**"GSK"** means either GlaxoSmithKline (Ireland) Ltd. or GlaxoSmithKline Consumer Healthcare (Ireland) Limited (as the case may be as set out in the relevant Purchase Order) and, in respect of any rights, benefits and services granted to either company, includes its Affiliates.

**"Purchase Order"** means GSK's purchase order submitted to Supplier setting out GSK's requirements for Goods or Services.

**"Services"** means the services covered by the Agreement.

**"Specification"** means the specification separately documented by GSK in writing which sets out the performance required of the Goods and/or Services.

**"Supplier"** means the person, firm (or any individual partner thereof), or company to whom the Purchase Order is addressed.

**"Terms and Conditions"** means the terms and conditions set out in this document.

**"Working Day"** means shall mean any day except Saturday and Sunday on which banks are open in Dublin for the transaction of normal banking business.

#### 2. STATUS OF TERMS AND CONDITIONS

2.1 These Terms and Conditions and other matters appearing on the Purchase Order shall apply to all contracts for the purchase of Goods or Services by GSK from Supplier to the exclusion of all other terms and conditions, including any terms or conditions which Supplier may purport to apply or which are endorsed upon any correspondence or documents issued by Supplier irrespective of their date of communication to GSK. However the terms and conditions in any separately negotiated written contract entered into by the parties in respect of the Goods or Services, identified in the

Purchase Order shall overrule these Terms and Conditions.

- 2.2 Acceptance of the Purchase Order constitutes acceptance of these Terms and Conditions and any schedules attached. Where appropriate interpretation of the Purchase Order shall be governed by the provisions of Incoterms.
- 2.3 GSK will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official, duly signed Purchase Order documents.

### **3. DELIVERY OF GOODS AND PROVISION OF SERVICES**

- 3.1 Unless otherwise instructed in writing by GSK's nominated representative, all Goods must be delivered and all Services must be performed at the time and place specified in the Agreement. Supplier shall supply GSK with details of the anticipated lead times between placing an order and delivery of any Goods and Supplier shall keep GSK informed of progress. If Goods or Services are incorrectly delivered Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the Agreement or subsequently advised in writing by GSK. The quantity specified in the Agreement may not be changed without GSK's prior written consent. Quantities delivered in excess of those stated in the Agreement may not be accepted.
- 3.2 Time shall be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.

### **4. PASSING OF PROPERTY AND RISK IN GOODS**

- 4.1 Unless Incoterms are agreed, the title and risk in Goods shall remain with Supplier until they are delivered at the place specified in the Agreement and a nominated employee of GSK signs a delivery note at which point they shall pass to GSK.
- 4.2 Neither payment by, nor passage of property or risk in the Goods or the Services to, GSK shall be deemed to constitute acceptance of the Goods or the Services.

### **5. CONTRACT PRICE AND TERMS OF PAYMENT**

- 5.1 The Price, shall be exclusive of VAT, and inclusive of all packaging and other related charges and (unless Incoterms are agreed) inclusive of delivery and insurance. Any increase in the Price for any reason shall be subject to the express prior written consent of GSK.
- 5.2 Provided the Goods and Services have been delivered to GSK, payment will be made by GSK to Supplier for Goods and Services which comply with the Agreement. within 60 days (or such other number of days as is specified in any separately negotiated written contract entered into by the parties in respect of the Goods and / or Services, which contract is expressly identified in the Purchase Order) from receipt by GSK of the Supplier's invoice (the "Due Date"). Value Added Tax, where applicable, will be shown separately on all invoices as a strictly net extra. GSK reserves the right to set off any sums in respect of which Supplier may be in default to GSK.
- 5.3 The correct Purchase Order number must be quoted on all invoices, and GSK will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.4 To ensure payment in accordance with the above procedure all invoices must be received at the invoice address shown on the Purchase Order.
- 5.5 Supplier acknowledges and agrees that where the GSK requires invoices to be received electronically, the Supplier shall work with GSK or GSK's nominated representative to ensure that Supplier installs appropriate electronic invoicing methods. If Supplier already has an electronic invoicing system installed Supplier shall work with GSK or GSK's nominated representative to ensure such system is optimised.
- 5.6 In the event GSK reasonably considers that any invoice submitted by the Supplier is defective or relates to Goods supplied or Services performed otherwise than in accordance with the Supplier's obligations under this Agreement, GSK shall be entitled to withhold payment of the dispute amount without prejudice to any other rights or remedies it may have. GSK shall notify the Supplier of any

dispute within fourteen Working Days of receipt of the relevant invoice. GSK and the Supplier shall attempt to settle such dispute in good faith within fourteen Working Days of such notification failing which the parties shall refer such dispute for dispute resolution in accordance with Section 30.

5.7 Any payment for an undisputed bona fide invoice not received by the Due Date shall be subject to an interest charge of 2% per annum above the LIBOR base rate.

## **6. QUALITY AND FITNESS FOR PURPOSE OF GOODS**

6.1 The Goods and Services must comply in all respects with the Specifications or any modifications that may be agreed in writing. The Goods and Services supplied must also comply in all respects with the Agreement and the implied conditions, warranties and terms contained in the Sale of Goods Act, 1893 as amended by the Sales of Goods and Supply of Services Act, 1980 and related statutes or regulations and any statutory or legislative re-enactment(s) or modification(s) thereof.

6.2 The Goods must be, supplied with adequate instructions as to use and use-by date, fit for the purpose for which they are intended, of satisfactory quality, and free from defects in design, material and workmanship. The Goods shall conform to any representation made by the Supplier or on the behalf of the Supplier. Further the Goods shall conform to all relevant codes of practice, guidelines, standards and recommendations made by the trade associations or other bodies including all applicable Irish and International Standards and without limitation be manufactured and supplied in accordance with the best industry practice; and be supplied with all due skill and care and on the basis that the Supplier holds itself out to be expert in every aspect of the performance of the Agreement.

6.3 Without prejudice to any of and in addition to the express warranties set out in clause 6.1 and 6.2, the Supplier shall provide to GSK such standard warranties in respect of the Goods as the Supplier would provide to other customers procuring substantially similar goods from the Supplier. In the event the manufacturer of any of the Goods provides any warranties in

respect of the Goods, the Supplier shall pass on to GSK the full benefit of such warranties

## **7. REJECTION, REPAIR AND REPLACEMENT**

7.1 In the case of Goods not conforming with the Agreement, GSK may, at its discretion:

7.1.1 require Supplier as soon as reasonably practicable to either repair or replace the Goods at the site of delivery or Supplier's works, whichever GSK shall so determine, or refund to GSK the purchase costs of all Goods which do not correspond with the Agreement. Repairs, replacements, and any refunds shall themselves be subject to the obligations in this Agreement;

7.1.2 in the case of defective delivery, require Supplier to promptly reimburse GSK in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by GSK; and

7.1.3 purchase Goods elsewhere which nearly as practicable accord with the Agreement and any extra expense thus incurred shall be paid by Supplier to GSK. Before exercising such right to purchase elsewhere GSK shall give Supplier a reasonable opportunity to replace rejected Goods with goods which conform with the Agreement or refund to GSK the purchase costs of all Goods which do not correspond with the Agreement.

7.2 In the event of a rejection in accordance with Section 7.1 above GSK shall notify Supplier in writing, and the payment obligation in relation to any such delivery shall be suspended forthwith.

7.3 The parties shall use their best endeavours to resolve any dispute arising pursuant to Sections 6 and/or 7.1. If no agreement can be reached within 30 days, the parties shall agree on an independent expert (not an arbitrator) whose decision shall be final and binding as to the dispute and as to which party should pay his fees, the default result being that the fees shall be borne by the party against whom the expert's decision is given.

7.4 If the expert finds that any delivery of the Goods has not complied with the Agreement, GSK shall have the rights stated in Section 7.1.

7.5 If the expert finds that the Goods comply with the Agreement, GSK shall pay for such Goods in accordance with the payment provisions contained in the Agreement.

## **8. STANDARD OF SERVICES**

8.1 Supplier warrants and represents to GSK that any Services performed by Supplier or duly appointed sub-contractor:

8.1.1 shall be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence;

8.1.2 shall be carried out in accordance with the Agreement, with current industry standard codes of practice, and the highest standards prevailing in Supplier's industry. Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licences, work permits, or other authorisations have been obtained; and

8.1.3 shall, where materials are used, be sound and reasonably fit for the purpose for which they are required.

8.2 If any materials which are required by Supplier for the provision of the Services are not delivered fully in accordance with any stipulations in the Agreement, Supplier shall immediately affect correct delivery and shall be responsible for any additional costs and expenses incurred by both parties in so doing.

8.3 GSK shall have the right exercisable during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Agreement or if the performance is delayed.

8.4 If the Services do not conform with the Agreement, GSK shall have the right to purchase Services from elsewhere which nearly as practicable conform to the Agreement; and any extra expense incurred shall be paid by Supplier to GSK. Before exercising such right to purchase the Services from an alternative supplier GSK shall give Supplier an opportunity to replace the Services

in respect of which payment was cancelled with Services which conform with the Agreement.

## **9. PACKAGING**

Supplier will package and label the Goods in a manner suitable for transit and storage at no cost to GSK. GSK will not pay for or return Packaging materials unless previously agreed between the parties and confirmed in writing. Packaging must comply with all relevant legislative requirements, including those pertaining to environmental and occupational health and safety standards. Supplier will investigate potential environmental improvements to Packaging and will, where practicable, use minimal Packaging, recyclable Packaging and recycled materials as appropriate.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 The Supplier agrees to indemnify GSK and its employees, Affiliates, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct damages, losses, costs and expenses (including without limitation legal and other professional advisers fees), made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from any claim by a third party that the Goods or the provision of the Services by the Supplier or the use by or behalf of GSK of the Goods or of any assets used by the Supplier in connection with the performance of the Services infringes the Intellectual Property Rights of that third party.

10.2 Supplier shall, at its expense, defend any actions arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the Goods or Services and Supplier undertakes to indemnify GSK against any costs which GSK incurs in connection with such actions, provided that GSK gives Supplier all appropriate information and assistance and the sole authority to defend or settle any legal proceedings at Supplier's expense.

10.3 GSK retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, Specifications, patterns and/or designs provided by GSK to Supplier, and they shall all be returned at any time in good condition to GSK at GSK's request.

10.4 Where Goods are made to GSK's Specification, model, or plans, the Intellectual Property Rights in the Goods in so far as they relate to the Specification, model, or plans, and any improvements or developments thereof shall be the absolute property of the GSK, and the Supplier will assign all such Intellectual Property Rights to the GSK when such assignation is necessary.

10.5 Intellectual Property Rights arising during or out of the provision of Services shall be and remain the property of GSK.

10.6 In the event that the Intellectual Property Rights relating to the Goods and Services are held by the courts to infringe a third party's rights, and their use is enjoined by that third party, Supplier shall have the option and at its expense to procure for GSK the right to continue using the Goods or Services, or replace the Goods with non-infringing Goods or Services, or modify the Goods or Services so that they become non-infringing without detracting from their overall performance and functionality.

## **11. CONFIDENTIALITY AND PUBLICITY**

Supplier shall, and shall procure that its employees and sub- contractors shall, keep confidential all information of a commercial or technical nature disclosed to Supplier by GSK for the purpose of the Agreement, and shall not use or disclose such information to any third party without GSK's prior written consent. Supplier shall not without GSK's prior written consent disclose, copy, publicise or publish, the existence of the Agreement or any information related to the Agreement including the name of GSK, the Goods, Services, and the place of delivery or performance.

## **12. FORCE MAJEURE**

12.1 Neither party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any other act under the Agreement due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non- performance.

12.2 If the performance by either party of any of its obligations under the Agreement is prevented or delayed by Force Majeure:

12.2.1 for a consecutive period in excess of 5 Working Days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances; or

12.2.2 for a period in excess of 60 days cumulatively or consecutively, then the other party shall in its discretion have the right to immediately terminate the Agreement upon written notice.

12.3 GSK may, by notice in writing to Supplier, cancel any deliveries or Services which in GSK's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of GSK.

## **13. COMPLIANCE WITH STATUTES AND REGULATIONS**

Supplier warrants that the Goods and Services comply with the Agreement, relevant statutes, regulations and other legal requirements.

## **14. INSPECTION**

14.1 GSK, and any third party it appoints on its behalf, shall have the right upon prior notice to inspect and carry out any tests, or batch sampling, it wishes on all Goods at Supplier's premises and the premises of any sub-contractors and on any premises where the Services are provided. Where pre-shipped inspection is specified, Supplier must, at its expense facilitate the same and provide any or all relevant certificates of analysis.

14.2 Any inspections, tests, approvals or acceptance given on behalf of GSK in relation to the Goods or Services shall not relieve Supplier from its obligations or liabilities under the Agreement.

14.3 Supplier shall, and shall ensure that its subcontractors shall, grant a right of access to GSK and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation

and other requirements such as GSK standards.

## **15. DATA PRIVACY**

To the extent that Supplier receives any personal information from or on behalf of GSK, including but not limited to personal data of GSK staff, employees patients, consumers and/or sub-contractors, Supplier shall process that information solely in accordance with Data Privacy Laws. Supplier shall indemnify GSK for any breach of this Section or any claim by an employee or sub-contractor of GSK or any other individual that his/her rights have been infringed by Supplier.

## **16. HAZARDS**

16.1 Supplier shall, and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by GSK.

16.2 Supplier will provide applicable hazard information such as material safety data sheets and will inform GSK of all regulations and guidance (statutory or otherwise) which Supplier knows or believes to be associated with the Goods and any combination of the Goods with another product.

16.3 Supplier will indemnify GSK against all liability and loss related to any third party claim which arises from Supplier's or Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.

16.4 Supplier will endeavour to exceed statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of GSK.

## **17. RESPONSIBILITY FOR INFORMATION**

Supplier shall be responsible for any errors or omissions in any drawings, calculations, Packaging details or other particulars supplied by Supplier, whether such information has been approved by GSK or not, provided that such errors or omissions

are not due to inaccurate information furnished in writing by GSK.

## **18. SUPPLIER'S EMPLOYEES**

For the duration of the period that any Services are being provided, the employment of any employee of Supplier shall remain with Supplier and shall not pass or otherwise transfer to GSK and nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between GSK and the employees and/or sub-contractors of Supplier. Supplier agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any Income Tax, Pay Related Social Insurance and levies, and any other taxation that may arise from the provision of the Services, and will indemnify GSK against any expense incurred by GSK as a result of GSK having to pay any tax, Income Tax or National Insurance Contributions and/or make any deductions at source in respect of the Services.

## **19. SOFTWARE DEFECTS**

19.1 Supplier warrants that any Goods, and/or computer hardware or software supplied by Supplier to GSK (the "Products"):

19.1.1 are free from defects and/or disabling codes, and have been duly tested to ensure that there are no hidden defects or disabling codes and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by GSK, and Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents;

19.1.2 have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme; and

19.1.3 will comply and function substantially in accordance with their related user documentation.

19.2 Supplier warrants that the Goods, Products and its own systems are capable of being used normally such that neither the performance nor the functionality of the

Goods and/or Products will be adversely affected by any changes caused by the advent of a particular calendar date.

- 19.3 Supplier shall indemnify and hold GSK harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly and naturally, in the ordinary course of events, by GSK as a result of Supplier's breach of the above warranties.

## **20. LIABILITY AND INSURANCE**

- 20.1 Supplier shall indemnify GSK against any direct liabilities, damages, claims, costs, losses and expenses incurred or paid by GSK howsoever arising from any defect in the Goods or Services or any breach by Supplier of its obligations hereunder or of any statutory duty or from any act or omission of Supplier's employees, agents or sub-contractors.
- 20.2 Supplier shall insure with a reputable insurance company its liabilities under the Agreement for a minimum of €5,000,000 per event and if so required at any time produce the policy of insurance and the receipt for the current premium to GSK for its inspection. Supplier agrees that any monies received by Supplier from the insurance company in full or part settlement of a claim arising out of the Agreement and paid by or due to GSK shall be paid immediately to GSK without offset or counter claim.
- 20.3 Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for the matters and to the extent not covered by the policy.

## **21. ASSIGNMENT**

- 21.1 Supplier's rights and obligations under the Agreement may not be assigned in whole or in part without the prior written consent of GSK (acting in its sole discretion) and any such consent shall not be deemed to relieve Supplier of any of its obligations and liability to GSK pursuant to the Agreement.
- 21.2 GSK shall be entitled at any time by notice in writing to Supplier to assign the whole or any part of its rights and obligations under the Agreement to any Affiliate or to any successor

in title to the whole or part of that part of GSK's business which relates to the Goods or Services.

## **22. SUB-CONTRACTORS**

Supplier shall not, without the prior written consent of GSK, appoint any sub-contractor or any person or persons to carry out its obligations under the Agreement. In the event that Supplier appoints a sub-contractor or other person to perform its obligations it shall remain liable to GSK for the performance of all its obligations and shall ensure that any such sub-contractor or other person reads and understands the implications of the Agreement.

## **23. ETHICAL STANDARDS AND HUMAN RIGHTS**

23.1 Unless otherwise required or prohibited by law, Supplier warrants, to the best of its knowledge, that in Relation to the supply of Goods or Services under the Terms of the Agreement:

- (a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;
- (b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;
- (c) it provides a safe and healthy workplace in accordance with all applicable legislation, presenting no immediate hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;
- (d) it does not discriminate against any employees on any ground (including race, religion, disability, gender, sexual orientation or gender identity).
- (e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

- (f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
  - (g) it complies with the laws on working hours and employment rights in the countries in which it operates;
  - (h) it is respectful of its employees right to join and form independent trade unions and freedom of association.
- 23.2 The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by Supplier when performing its obligations under the Agreement.
- 23.3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.
- 23.4 GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon the Supplier's premises to monitor compliance by the Supplier of the warranties set out in Section 23.1 above and the Supplier shall, subject to compliance with law, furnish GSK with any relevant documents requested by GSK in relation thereto.

## 24 TERMINATION

- 24.1 Subject to Section 24.4, if either party to the Agreement is in breach of the Agreement and does not remedy the breach within 30 days of notice from the other party so to do (if capable of remedy) the other party may terminate the Agreement immediately by notice to the party in breach.
- 24.2 If either party shall become bankrupt, dissolved, wound up, or shall compound or make any arrangement with its creditors or have a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or go into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or shall take or suffer to be taken any similar action as a result of its

liability to pay its debts or its insolvency it shall promptly so notify the other party in writing giving particulars of the circumstances whereupon the other party may terminate the Agreement immediately by notice.

- 24.3 If at any time during the term of the Agreement there shall be any change in the legal or beneficial ownership or Control of either party:
- 24.3.1 The changed party shall immediately so notify the other party in writing; and
  - 24.3.2 The changed party may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership or Control of the changed party, terminate the Agreement immediately by notice in writing to that party if it considers in its sole discretion that such change of ownership or Control are prejudicial to its interests.
- 24.4 The Agreement may be cancelled at any time by GSK for any reason whatsoever, by giving Supplier notice in writing. Termination or expiry shall not relieve either party from any liability or action accrued prior to such termination or expiry. A fair and reasonable price will be paid for all Services in progress that have been delivered to GSK. GSK's liability is limited to Services in progress, and no further loss or liability will accrue on their account.

## 25. CONSEQUENCES OF TERMINATION

- 25.1 On termination of the Agreement Supplier shall, not later than seven days after GSK's request but at GSK's cost:
- 25.1.1 deliver to GSK (or as GSK shall direct) all quantities of the Goods in its possession which comply with the Agreement;
  - 25.1.2 return to GSK all documents provided to Supplier by GSK; and
  - 25.1.3 ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by GSK to Supplier, will be returned to GSK or destroyed by Supplier at GSK's option.



25.2 With effect from termination of the Agreement Supplier shall not make any use for any purpose whatsoever of any Intellectual Property Rights which is the property of GSK.

25.3 Termination of the Agreement or withdrawal of any Goods or Services from the Agreement shall be without prejudice to the continuation in force of Sections 1, 2, 10, 11, 15, 29, and 30. Supplier agrees to provide GSK with all reasonable support with respect to any investigation required by GSK or any regulator with respect to the Goods or Services carried out prior or after such termination or withdrawal. GSK will reimburse Supplier's reasonable costs in providing such assistance unless such termination or withdrawal has occurred for a reason contained in Section 23.

## **26 WAIVER**

No waiver or forbearance by GSK in enforcing any of its rights under the Agreement shall prejudice or affect the ability of GSK to enforce such rights or any of its other rights at any time in the future. No waiver shall be effective unless in writing and signed by GSK. For the avoidance of doubt, it is agreed that a waiver of a right on one occasion shall not constitute a waiver of the same right in the future.

## **27. SEVERABILITY**

Any provision of these Terms and Conditions which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of these Terms and Conditions, which shall continue unaffected.

## **28. AMENDMENT**

This Agreement may only be amended in writing by authorised representatives of both parties.

## **29. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of the Agreement shall be governed by the laws of Ireland, and both parties hereby submit to the exclusive jurisdiction of the Irish Courts

## **30. DISPUTE RESOLUTION**

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them or arising out of or in connection with this Agreement. If the matter is not resolved by negotiation the parties will refer the dispute to mediation and, subject to the following provisions of this Section, a mediator reasonably acceptable to both parties shall be appointed accordingly. In the event that the parties cannot agree on the appointment of such a mediator, either party may within 10 Working Days from the date of the proposal to appoint a mediator apply to the International Centre for Effective Dispute Resolution in accordance with their Model Mediation Procedure (the "Model Procedure"). To appoint a mediator either party shall give notice in writing ("ADR Notice") to the other party requesting mediation in accordance with the provisions of the Model Procedure. A copy of the ADR Notice should also be sent to CEDR. If the parties then fail to reach agreement in structured negotiations within 60 days of the mediator being appointed then any dispute or difference may be referred to the Irish Courts.

## **31. ANTI-BRIBERY AND CORRUPTION**

Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or

judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with

close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 31. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 31.