

Purchase Terms

PARKERS PHARMA LIMITED TERMS AND CONDITIONS OF SALE SUPPLY AND PURCHASE OF PRODUCTS (UK Sales) (Non UK Sales)

You shall supply and we shall purchase the products set out in each order form we provide to you from time to time (whether electronically or otherwise), in accordance with the terms of the order form and these terms and conditions of purchase.

Forecasting

We may provide you with forecasts of our likely future requirements for products from time to time. Any such forecast is for your information only and does not constitute a binding contract to purchase your products. To the maximum extent permitted by law, each forecast is given “as is” without any warranty or other implied term of any kind. We do not guarantee that a forecast is materially accurate or complete.

Quality

Testing

You shall ensure that the products are tested in accordance with the requirements of the order form prior to despatch to us to ensure the products meet the relevant specification.

Each test shall be undertaken at your sole cost by a person who is accredited to the standard (if any) specified in the order form. You shall:

- provide all test certificates and laboratory test data to us in accordance with the requirements of the order form;
- take a sample of the product for the purpose of each test and retain it for at least five years (or such other period as is set out in the order form) from the test date in appropriate environmental conditions so as to ensure the sample does not degrade;
- retain all laboratory test data and reports resulting from each test for at least five years (or such other period as is set out in the order form) from the test date; and
- deliver all relevant test samples, laboratory test data and reports to us within 7 days of any request from us.

We reserve the right to re-test any product or test sample taken by you at any time to corroborate the certificates and information provided by you under this section.

General conditions

For each order you shall ensure that the products:

- shall comply with the relevant specification, all applicable generally accepted industry standards, and all applicable laws;
- have been manufactured, tested, stored and handled by you using reasonable skill and care, and in accordance with all applicable laws and all relevant quality assurance procedures you and we agree from time to time in writing;
- have been manufactured in a factory having adequate technical and organisational measures to prevent contamination of products (including segregated production facilities) and any damage to or contamination of the environment;
- have been manufactured at the address specified in the order form;
- are free from contamination by substances likely to cause damage to any intended crop;
- have been packaged and labelled in accordance with all applicable laws and in such a manner so as to reach any end user in good condition; and
- are of satisfactory quality and are reasonably fit for any purpose we expressly communicate to you in writing, or which is otherwise to be reasonably inferred from the circumstances.

Intellectual Property

If:

- any process of yours relevant to the manufacture of the products breaches third party intellectual property rights; and/or
- the products breach third party intellectual property rights and such breach is not a direct result of you manufacturing the products to a specification provided by us; you shall indemnify us and keep us indemnified against all losses, liabilities, damages, claims, fines, costs and expenses (including legal and

other professional expenses) however arising, whether in contract, tort (including negligence) or otherwise, that we incur arising from such breach.

Ethical & environmental issues

You shall comply with any ethical and/or environmental manufacturing policy we provide to you from time to time in writing.

Delivery, Title & Risk

You shall ensure the correct quantity of products are available for collection by us or otherwise delivered to us, in accordance with the requirements of each order and such related, reasonable instructions as we shall communicate to you in writing a reasonable period of time in advance of the date for delivery. You may not effect partial delivery or delivery in instalments under any order except as expressly agreed in the order form.

Time is of the essence in fulfilling your obligations under the preceding paragraph. If you become aware of any circumstances which are likely to prevent you from meeting your obligations under the preceding paragraph, you must inform us immediately.

If we fail to collect any products from you when agreed, you shall store them until we collect them. You shall ensure the products are reasonably secure and do not deteriorate in storage. We shall pay all reasonable costs you incur in doing so provided the products have been made available for collection or otherwise delivered in accordance with the relevant order.

Title and risk shall pass to us in accordance with the terms of each order, and otherwise on delivery.

General

You shall ensure that:

- you have and shall provide us with good title to all products, free from all encumbrances;
- the bulk of all products shall conform to any relevant sample you have taken;
- we shall have quiet possession of all products; and
- you have and shall maintain all necessary capacity, authorisation, licences, permissions and consents to lawfully manufacture and supply the products to us in accordance with each order.

Payment

The price for the products is set out in each order form and unless otherwise specified in that order form (or any related Incoterm), is inclusive of all packaging, delivery, insurance and other charges and any customs, sales and other duties or taxes.

We shall pay the price for an order and other amounts that are due to you in accordance with the requirements of each order form. We shall pay any value added tax or other sales taxes which are due to you on receipt of a valid tax invoice.

If an invoice is not paid when due, simple interest shall be payable at a rate of 2 per cent per annum over The Bank of England's base lending rate in force from time to time from the due date until payment is made in full (both before and after judgment). You may not suspend supply of the products to us as a result of any delay in payment by us.

We may at any time, without notice to you, set off any liability you may have to us against any liability we may have to you, whether any such liability is present or future, liquidated or unliquidated, under the same order or any other contract with you.

Notwithstanding the provisions of this section above, we are under no obligation to make any payment to you relating to an order until we have received valid certificates from you that comply with the requirements of that order.

Insurance

You shall take out with a reputable insurance company and maintain for 6 years following the date of delivery of each order, product liability insurance for that order for an insured amount of not less than £5 million (or such other amount as may be set out in the order form) for any one event. You shall promptly provide any evidence we reasonably require to demonstrate the existence of such policy and that all related insurance premiums have been paid to date. You shall not do or cause anything to be done to invalidate such policy.

For the purpose of this section "Insurance" it shall be sufficient for you to obtain insurance equal in value to that specified above in your local currency, calculated at a commercially reasonable prevailing rate of exchange provided by a reputable international bank.

Disputes

For the purpose of this section, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of any disagreement. Where a dispute arises you and we each irrevocably agree to apply the following procedure. All periods of time specified in this section may be extended by mutual agreement.

Firstly, the parties shall hold one or more telephone calls and/or meetings between their respective representatives nominated for such purpose to attempt to settle the dispute. If the dispute is not settled within 10 business days of the first such call or meeting, the parties shall hold one or more further telephone calls meetings between their respective nominated directors (or equivalent) to attempt to settle the dispute. If the dispute is not settled within 10 business days of the first call or meeting between directors, the parties shall be free to bring proceedings in accordance with these terms and conditions.

Nothing in this section shall prevent either party applying to the courts of any country for injunctive or other interim relief.

Except as otherwise provided by this section, any dispute (whether contractual or non-contractual) relating to an order shall be subject to the exclusive jurisdiction of the English and Welsh courts

Termination or amendment for convenience

We may amend or terminate an order for convenience at any point in time prior to despatch of the products from your premises (or those of any authorised sub-contractor or supplier). If the products are not to be despatched in accordance with the terms of an order, we may do so at any point in time prior to delivery. We may do so in each case by giving notice to you to such effect.

Where we do so, our sole liability shall be to pay those costs you can evidence that you have reasonably incurred in fulfilling such order up to the date of amendment or termination, provided that (in the case of any amendment) the same are not otherwise recoverable in the price subsequently payable for the products. You shall use your reasonable endeavours to mitigate all such costs.

Termination for breach and similar events

You and we may each immediately terminate an order in full by giving written notice to the other party to such effect, where the other party:

- is in material breach of an order and either such breach is irremediable, or where such breach is capable of remedy it has not been remedied within 30 days of notice to such effect; or

- suffers an insolvency event,

Breach of the following sections is a material breach: Quality; Delivery, Title and Risk; General; Insurance; Anti-Corruption; Confidentiality; Disputes.

We may terminate an order by giving written notice to you if:

- you do anything which we reasonably consider to be detrimental to our reputation or that of any member of our group;

- we and/or you cease to have, or (acting reasonably) we expect we or you will cease to have, all necessary licences, permissions, authorisations and consents to enter into that order and/or lawfully perform it in accordance with its terms;
- any dispute arises between you and us; or
- we audit you and are not satisfied with your business practices.

Where we have the right to terminate an order we also have the right to terminate any other contract or order (in whole or in part) we have entered into with you, immediately by notice to such effect.

General obligations on Termination

On termination of an order either party may by notice require that its confidential information be returned, destroyed or otherwise rendered unusable by any person (regardless of the format in which it is held). This requirement does not apply to copies held in the other party's automated electronic back-up systems or information which has to be retained by the other party under applicable law. To the extent that such materials are to be returned, they shall be delivered up in such intelligible form as the requesting party shall reasonably require. The party requested to return or destroy materials shall have a duly authorised signatory confirm in writing that it has been done, and shall procure that its authorised sub-contractors do likewise.

Termination of an order does not prevent you or us enforcing any rights you or we may have against each other, which relate to the period of time before termination. You and we may use any legal means available to you or us to do so.

All the provisions of an order which are expressed or intended to have effect on, or at any time after, the termination of that order shall survive its termination.

Our remedies

If you do not comply with the terms of an order (for example, if you deliver an instalment late, outside of any permitted tolerances, without the relevant certificates, or the products do not comply with the relevant specification) or if we exercise our rights of termination under these terms and conditions, then we may at our sole discretion:

- reject the affected delivery in whole or in part;
- reject any subsequent delivery by you;
- where we reject any products that do not conform with the relevant specification, testing and/or

certification requirements, require you to replace the same with products that do conform within such reasonable timescale as we may determine at our sole discretion;

- return some or all of the products to you at your cost and risk.
- require you to repay some or all of the sums we have paid to you relating to the order;
- require you to pay an amount to us in accordance with the section “liquidated damages” below;
- order compliant products from a third party at then current market rates, in which event you shall indemnify us for all costs and expenses (including legal and other professional expenses) that we incur in doing so;
- accept any non-conforming delivery in whole or in part, which may be subject to contractual conditions; and/or
- require you to provide us with a written report setting out the reasons for such non-compliance and the steps you are to take to rectify the position so as to ensure that such non-compliance is not repeated, and in the event of any repeated non-compliance, on us giving notice to you to such effect, you shall provide us with an equivalent report that shall be contractually binding on you as if incorporated directly into these terms and conditions, and which (at our discretion) shall be initially delivered to us by means of a presentation in a face to face meeting, given by your chief executive director (or equivalent).

Our rights under this section can be exercised concerning any instalment agreed as part of an order, or an order as a whole. They can also be exercised at any time, even if we have earlier accepted some products relating to the same order.

Our rights under this section are in addition to, and are not in place of any lawful rights and remedies we may have, including concerning latent or other defects which cannot be readily identified on reasonable inspection.

General

No term of an order is intended to exclude or limit any liability which cannot be limited or excluded in accordance with applicable law, or to entitle us to recover twice for the same loss. This paragraph takes precedence over all other terms of an order.

Our maximum liability to you under an order (however arising, whether in contract, tort (including negligence) or otherwise) shall be to pay an amount equal to the price for the products.

Liquidated damages

If you are in breach of an order, we may require you to pay an amount to us on demand in accordance with the order form by way of liquidated damages. You acknowledge and agree that any such amount is a reasonable pre-estimate of the losses we may suffer in the event of a relevant breach by you.

General indemnities

You shall indemnify us and keep us indemnified against all losses, liabilities, damages, claims, fines, costs and expenses (including legal and other professional expenses) however arising, whether in contract, tort (including negligence) or otherwise, that we incur arising from:

- any action or investigation by any governmental regulator in any jurisdiction relating to the products save to the extent that such action or investigation is a result of our own negligence, breach of contract or breach of applicable law;
- your, or any of your authorised sub-contractors', fraud; or
- any claims by a third party resulting from your material breach of an order or negligence.

Audit

We shall be entitled to audit you in connection with your compliance with an order, either ourselves or through use of third party auditors acting as our agent. We may do so no more than once per calendar year, without notice. You shall co-operate with any such audit and during its course, on request supply us with all such information, data and records of whatsoever nature as may be requested by us (including all relevant test samples, laboratory test data and test records) which we shall be entitled to copy. All information, data and records obtained during the course of any such audit shall be treated as your confidential information.

During the course of any audit you shall make available such of your staff as we may reasonably request, including members of your senior management with the appropriate level of expertise and authority to answer any reasonable enquiries we may have.

Without prejudice to our other rights and remedies under an order, if as a result of an audit, we discover that you are not acting in compliance with an order, then you shall promptly take such actions as are necessary in order to achieve such compliance.

In carrying out any audit, we shall comply with any health and safety and security requirements you notify to us in writing.

Confidentiality

You and we shall both, during the term of an order and for 6 years thereafter (a) keep confidential all of the other party's confidential information, (b) only use the other party's confidential information for the purpose of complying with, or taking professional advice regarding, an order, and (c) protect the other party's confidential information in its possession from unauthorised use or disclosure using at least the same standard of care as it employs in protecting its own confidential information.

Each party acknowledges that, if it is in breach of its obligations under this section "Confidentiality", the other party shall be entitled to equitable relief in addition to any other right available under applicable law.

Aiti-corruption

You shall comply with all applicable laws, regulations, codes and guidance relating to the prevention of bribery and corruption. You shall not engage in any activity, practice or conduct which involves the provision of any financial advantage to any person in return for the improper performance of their or another person's duties, or which would otherwise constitute an offence if such activity, practice or conduct had been carried out in the United Kingdom. You shall comply with any anti-corruption policy we provide to you from time to time. You shall immediately notify us of any request or demand for any undue financial or other advantage of any kind received by you.

You undertake that no public official (for example, an individual holding any legislative, public administrative or judicial position):

- is an officer or employee of yours or shall be an officer or employee of yours in the future;
- has any direct or indirect interest in you or shall have any such interest in the future.

You shall provide such supporting evidence of compliance with the provisions of this section as we may reasonably request from time to time.

Notices

All notices and other communications about an order shall be communicated:

(a) by pre-paid courier or registered post, in which event it shall take effect 2 days after the date of sending or posting (as applicable).

(b) by hand, in which event it shall take effect when actually delivered;

(c) by email sent in accordance with this paragraph. An email notice must be sent from an authorised sender of one party to all of the authorised recipients of the other party. It must also be sent between 9am and 5.30pm (local time, place of receipt) on a business day with “delivery receipt” functionality enabled in the sending party’s email application (wherever such functionality exists). An email notice shall not be effective if a delivery error message or valid out-of-office message is received in response from all of the receiving party’s authorised recipients. An email notice shall take effect when receipt is acknowledged by any of the receiving party’s authorised recipients, or in the absence of such acknowledgment, 3 hours after the time of transmission as recorded by the sending party’s email application.

If the above provisions result in a notice taking effect on a date that is not a business day, or after 5.30pm (local time in the place of receipt) on a business day, the notice shall instead take effect at 10am (local time in the place of receipt) on the next following business day.

Notices and other communications shall be served in accordance with the details specified in the order form, as updated from time to time by notice from the relevant party.

Sub-contracting and Sub-agents

You shall not sub-contract your obligations under an order without our prior written consent (which may be subject to conditions). The appointment of a sub-contractor in relation to an order shall not relieve either party from any of its obligations. You shall ensure that any such sub-contractor complies with the terms of an order, including all agreed quality assurance procedures.

No publicity

You may not do anything with a view to seeking publicity concerning our relationship with you (whether specific to an order or generic) without our prior written consent in each case, which may be subject to conditions.

Miscellaneous

We may record each telephone call you and we hold in relation to an order.

Only the parties to an order shall be entitled to benefit from its terms.

Each order constitutes the entire agreement between you and us in relation to its subject matter, and (save as expressly set out above) it supersedes any prior agreement between you and us on the same subject matter. You and we each enter into an order without relying on, and shall have no remedy in respect of, any representation of the other party (however given, including any forecast) which may have been made prior to its effective date. This paragraph shall not affect your or our liability in respect of fraud or fraudulent misrepresentation.

Each order shall be governed by the law of England and Wales.

Except as provided in this paragraph, neither party shall novate, assign, declare a trust over or otherwise transfer or create any encumbrance over or in respect of any order except with the prior written consent of the other party. We may assign an order to any member of our group without your consent. You may create an encumbrance over an order where expressly permitted by the terms of the order form.

Except as expressly set out in these terms and conditions, no variation or amendment to an order shall be effective unless in writing and agreed by both parties.

A waiver of any right under an order is only effective if it is in writing and signed by the waiving party, and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given. Any failure by either party to enforce at any time and for any period any one or more of the terms of, or rights arising pursuant to, an order shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under, an order.

If any provision of an order (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Unless specifically provided otherwise, rights arising under an order are cumulative and do not exclude rights provided by law.

Definitions & Interpretation

In an order, unless the context requires otherwise:

product means a product set out in the order form;

business day means Monday to Friday each week excluding statutory holidays in England and Wales;

certificate means a certificate set out in the order form;

confidential information means for any person, (a) that person's trade secrets and confidential information, all information it discloses relating to an order or disclosed in its negotiation, and any information relating to or comprising its operations, processes, product information, designs, know-how,

methodologies, algorithms, contracts, market opportunities, transactions, databases, customers, finances, sales, plans, intentions, strategies, projections, affairs and/or business; (b) the existence, terms and subject matter of an order; and (c) the negotiations relating to an order, including all related documents;

group means for any person, collectively all of its subsidiary entities, its ultimate parent entity, and all subsidiary entities of that ultimate parent entity (and any reference to a member of a group means any such entity);

insolvency event means for a party, any of the following events: (a) it is or admits that it is unable to pay its debts; (b) it takes any step with a view to renegotiating or compromising in satisfaction of its debts; (c) any step is taken in relation to its winding up, and (where capable of being set aside) is not set aside within 7 days; (d) any step is taken to appoint a liquidator, administrator, receiver or administrative receiver, or any such officer is appointed, in each case over that party or any of its assets, (e) any other valid step is taken to enforce any security interest or otherwise enforce any debt in relation to that party or any of its assets; (f) it ceases or suspends or threatens to cease or suspend all or any material part of its business or payment of any of its debts; or (g) any step is taken in any jurisdiction that is the same or similar in effect to any of those set out above.

intellectual property rights means all patents, trade marks, design rights, copyright, rights in databases and all other intellectual property rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world);

order bears the meaning set out in an order form;

order form means any relevant order form of ours incorporating these terms and conditions; and

specification means a specification set out in the order form.

In an order, except where the context requires otherwise, the rules of interpretation set out in this paragraph shall apply. All references to sections and paragraphs, refer to sections and paragraphs of an order. All headings are inserted for ease of reference and shall not affect the interpretation of an order. All references to a person includes all legal and natural persons and all partnerships, associations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality). The expressions including, include, in particular, for example and any similar expression shall not limit the preceding words. All references to writing and written include electronic communication in any human-readable form. Each warranty is separate and shall not be limited by reference to any other warranty. Any amount expressed to be in “£” or “GBP” shall mean pounds sterling.