

GENERAL CONDITIONS OF PURCHASE

I. – **Definitions**, The parties agree to consider the following:

Specifications. - Physical, chemical, dimensional and microbiological parameters that products must meet to be accepted by GSK.

GSK. - means GlaxoSmithKline México, S.A. de C.V., or its subsidiaries or affiliated companies.

Products/Material. - The goods supplied by the Supplier to GSK, including direct and indirect manufacturing inputs used by GSK in its manufacturing process.

Rejected Products/Materials. - Those that do not meet the Specifications

Purchase order/order. - It is the document issued by the GSK system or systems where the acquisition and delivery of goods, products or services are assigned to a seller according to the conditions specified therein. Purchase orders are valid for a total purchase quantity and a defined period of time. This document addressed to the seller establishes the services, inputs, quantities and dates GSK requires them. The header of the document shall show: the name and number of the SELLER, the issuance date, the name of the buyer, the number and type of document, the delivery address, as well as the date of delivery of the Product and/or service. It also includes the payment conditions and the type of currency.

GSK does not recognize another form of Purchase Order or Order other than written and/or electronic.

Seller. - Refers to all third parties that provide services or supply goods to GSK.

Credentialing payment: Institutes, clinics, hospitals and, in general, including but not limited to all establishments that offer health services, hereinafter referred to the HCOs, are obliged to allow access to GSK personnel within working hours and business days. Failure to comply with this provision obliges the legal representative of the HCO to reimburse GSK for such concept within 30 (thirty) calendar days of GSK's written request notifying the HCO's failure to comply with this PO.

LOTO. - (Term lock out/tag out) Refers to the Blocking System, labeling and interlocking of energy sources that must be carried out by contractor and subcontractor personnel, when working with electrical, mechanical, pneumatic, chemical equipment, with residual energy, pressurized systems, equipment with moving parts.

GES. - (Global Engineering Standard) Engineering Standard Guidelines that indicate the requirements for planning, evaluation and control required to minimize risks in the work carried out in each technical discipline.

ZERO ACCESS. - Concept applied to avoid contact with moving parts, parts that can cut or hot parts of machinery, equipment that can damage the integrity of those who install them and/or who are in charge of their maintenance.

Risk analysis. - Methodology by which the dangers and risks derived from each activity carried out by the seller are identified, adopting measures that minimize the risks and their consequences.

II.- Creation and Content

1. GSK and the Seller agree that:

- a. In no event shall the seller begin the provision of the service or supply of goods without having the purchase order duly issued in its favor by the purchasing department and GSK employee to whom the services/goods are to be delivered. In the absence of a purchase order, GSK does not guarantee payment for the service/supply to the seller.
- b. The initiation by the Seller of the design, manufacture, delivery, billing or supply of the goods, products or services offered, implies the Seller's acceptance of the purchase order, as well as of these General Conditions of Purchase.

- c. The agreement of wills shall be made up of the following documents in the following hierarchical order:
 - i. The contract, if any.
 - ii. Any special written condition referred to attached to the Purchase Order.
 - iii. These General Conditions of Purchase
 - iv. The Technical Specification referred to in the purchase order.

GSK is interested in acquiring from the Seller the goods, products or services it offers. Such acquisition shall be made through the request made by GSK to the seller through purchase orders. Both parties agree to comply with the provisions contained herein each time a Purchase Order is accepted and received.

2. Inspection and Testing

2.1 GSK shall carry out the tests, reviews or analyzes that are necessary to verify that the products or services provided by the seller comply with the required technical specifications.

GSK may designate third parties to inspect or approve the goods and/or products and/or services that are the subject of the Purchase Order at any time,

2.2 The Seller shall in writing to GSK a date for the conduct of the inspection or test of the goods and/or products and/or services that are the subject of the Purchase Order at least 5 (five) business days prior to the date in which such tests and/or inspections shall be carried out by GSK. The Seller shall provide GSK with the test and/or inspection certificates requested by GSK requests. In the event that the Seller does not set a date for the tests and/or inspections, GSK shall do so unilaterally, and the Seller's attendance shall be mandatory. In the event that the Seller does not allow such tests and/or inspections to be carried out to GSK's complete satisfaction, the latter shall have the right to reject the goods and/or services that are the subject of this Purchase Order.

2.3 The inspections or tests referred to in this clause shall not release the Seller from its responsibilities for the goods and/or products and/or services covered by the Purchase Order, nor shall it imply the acceptance of them by GSK.

3. Property Title and Risk.

3.1 The ownership of the goods and/or products shall pass to GSK once GSK has verified that the goods and/or products are delivered in the quantity, quality and characteristics specified in the Purchase Order.

4. Delivery Date

4.1 The Purchase Order shall establish the Delivery Date of the goods and/or products, the date of completion of the works or services, or in the case of a service that is performed at regular intervals, the different compliance dates.

The Seller shall deliver to GSK the delivery and/or supply schedules requested by GSK. If the Purchase Order or contract includes testing and/or inspections of the goods and/or products and/or services after receipt/provision by GSK, delivery shall not be deemed to have been made until such tests have been completed to GSK's full satisfaction.

4.2 The seller shall attach to the delivery of the goods or products the original document and 2 copies of the purchase order and invoice authorized by the user who required the product.

The Seller shall notify GSK of the possible delay in the date of delivery of the goods and/or products or the performance of the service. If the Seller fails to notify GSK of such possible delay and such delay occurs, GSK shall have the right, without any liability on the part of GSK, to cancel the services or delivery of goods and/or products as set forth in the Purchase Order or the contract and to apply the corresponding penalties, with Seller's express authority to deduct the same from any outstanding payments due to the Seller.

4.3 The parties agree that the penalty for the delay in the delivery of the goods and/or products or performance of the service shall be 1% (one percent) of the total value of the goods, products and/or services for each day that the Seller is in delay and for a maximum period of 30 (thirty) calendar days. After such period, GSK shall have the right to cancel the Purchase Order or terminate the Contract without any liability, unless the delay is due to acts of God or force majeure.

5. Loss or Damage in Transit

5.1 The Seller shall promptly notify GSK in writing of any loss or damage to the goods and/or products that occurs in transit within 24 (twenty-four) hours from the date the incident occurs.

6. Compliance

6.1 The goods, products and services shall comply with the requirements established in the Purchase Order and/or the contract. Such goods and/or products shall be manufactured or produced or performed in accordance with the good practices normally accepted within the industry concerned and in compliance with the applicable standards and other applicable legislation.

6.2 The goods, products and/or services shall be delivered complete with all the instructions, warnings and other data necessary for their safe and proper operation. Goods, products and/or services that do not comply with the aforementioned specifications shall be considered as defective and shall be rejected by GSK.

6.3 In the event that for any reason the Seller is not certain that the goods and/or products or services to be supplied to GSK meet all the specifications of quantity, quality and other requirements, it shall immediately inform GSK in writing, giving all the details of the possible non-compliance for its consideration, prior to dispatch. GSK shall then deliver to the Seller the written acceptance or rejection of the Seller's request in the timeliest manner possible.

7. Variations

7.1 The Seller shall accept any reasonable variation in scope, specification, quantity or delivery requested by GSK. The price shall be adjusted to reflect the variation considering the rates and prices established in the Purchase Order or when these are not relevant, to what is fair and reasonable.

7.2 Neither party shall be bound by any variation to the Purchase Order, unless and until confirmed by GSK through an official modification to the Purchase Order.

8. Price and form of payment

8.1 The prices specified in the Purchase Order shall be fixed and firm during the term of the Purchase Order, provided that GSK has not issued any variation in the scope, specification, quantity or delivery.

8.2 Once the goods or products have been accepted by GSK's warehouse, and the services by the corresponding user area, GSK shall make the payment in accordance with the payment conditions established in the corresponding purchase order or contract, whichever is applicable, unless otherwise agreed in writing.

8.3 Invoices shall be submitted to GSK's accounts payable department immediately after having rendered the service or supplied the good described in the invoice, attaching the necessary documentation that supports the supply or rendering of the service. In the event that the Seller fails to submit the invoices in the aforementioned terms and within six months from the date on which the service was provided or the good delivered to GSK, the Seller agrees to pay GSK, as a conventional penalty, 30% (thirty percent) of the amount of the invoice concerned. GSK may deduct such conventional penalty from the amount consigned on the invoice owed to the Seller.

9. Electronic billing

The Seller undertakes to submit the invoices electronically to the accounts payable department through the solution and process defined by GSK for the receipt of electronic invoices. In case of non-compliance, the Seller authorizes GSK to deduct an administrative compensation equivalent to \$2,400 pesos (Two thousand four hundred Pesos 00/100 Nat. Curr.) plus VAT.

10. Rejection and correction of defects

10.1 GSK will reject any goods that are not perfectly packaged with clear identification of the selling company.

GSK may reject the goods, products or services within 60 (sixty) days after delivery if they are defective, damaged or do not comply with the instructions and/or specifications established by GSK.

10.2 The Seller shall immediately collect all rejected goods or products at its own cost and expense or repair or replace rejected services. In the event the Seller fails to collect the rejected goods within the time defined by GSK, the Seller authorizes the goods to be destroyed at its own expense without any liability on the part of GSK. GSK shall have the right to require the Seller to replace the rejected goods, products or services within the period of time stipulated by GSK or terminate the purchase order or the contract, if applicable, without prejudice to its other rights or remedies that it may have.

10.3 At the request of GSK, the Seller, at its own expense, shall immediately repair or replace all goods, products and/or services and provided that this request is made within 60 (sixty) days after delivery.

Repairs and replacements shall be subject to the above obligations of delivery, inspection and/or testing after repair or replacement.

10.4 If the Seller fails to correct any defects as provided above, the Seller shall reimburse GSK for any payments made to it in respect of the goods, products or services, and GSK shall have the right to terminate the Purchase Order or the Contract without prejudice of its other rights or remedies under applicable law.

11. Confidentiality

11.1 The Seller undertakes to respect and maintain total and absolute confidentiality of all information disclosed by GSK by virtue of the Purchase Order. For the purposes of these conditions of purchase, any document, electronic or magnetic media, optical discs, microfilm, films and, in general, any information disclosed by GSK to the Seller by reason of the Purchase Order shall be considered as confidential information.

11.2 The Seller acknowledges and admits that the confidential information that GSK discloses to it by reason of the Purchase Order constitutes a "trade secret" in accordance with the provisions of the Mexican Industrial Property Law in force. Therefore, the Seller undertakes to handle all the information received from GSK by virtue of this contract as trade secret and is aware of the measures that shall be applied to guarantee the confidential handling of such information, as well as the penalties for those who incur in the assumptions established in the same Law.

11.3 In addition, the Seller undertakes to inform all the persons to whom it shall disclose confidential information for the execution of the Purchase Order, regarding the obligations of confidentiality, the handling and the confidential nature of such information and the penalties incurred in case of non-compliance.

11.4 The Seller is obliged to respond to GSK for the damages that may occur, derived from the breach of the obligations established in this clause, without prejudice to any legal actions that may be applicable.

11.5 The obligations of this clause shall be in force from the date of the Purchase Order for up to three (3) years after the delivery of the goods, products or services by the Seller.

12. Prevention of Corruption

12.1 The Seller acknowledges that it has received and read the GSK's document 'Prevention of Corruption - Third Party Guidelines' (either physically or at <http://www.gsk.com/policies/Prevention-of-Corruption-Third-Party-Guidelines.pdf>) and agrees to comply with its obligations under the Agreement in accordance with the principles provided therein.

12.2 The Seller shall at all times fully comply with applicable laws, including but not limited to anti-corruption laws in force in the territory where the Seller conducts business with GSK. The Seller shall comply fully and at all times with the applicable laws and regulations, including, but not limited to the anti-corruption laws in force.

12.3 GSK shall be empowered to terminate this Agreement immediately by written notice to the Seller if the Seller fails to fulfill its obligations in accordance with this Clause. The Seller shall not be entitled to claim against GSK for compensation for losses of whatever nature by virtue of having terminated this Agreement in accordance with this Clause. To the extent (and only to the extent) the laws of the territory provide for the payment of any compensation to the Seller upon termination of this Agreement, the Seller hereby expressly agrees (to the extent permitted by the laws of the territory) to exempt or return to GSK any compensation or indemnification of that kind.

13. Force Majeure

13.1 If due to an act of God, act or omission of the government, war or similar event that is beyond the reasonable control of either party ("Force Majeure") the fulfillment of the Purchase Order is delayed, then the time of fulfillment shall be modified accordingly subject to the party in delay immediately informing the other of the fact and taking all reasonable actions to reduce the delay.

In the event that the conditions of an Act of God or force majeure extend for more than 90 (ninety) days, the Parties shall by mutual agreement terminate the Purchase Order.

14. Termination

14.1 GSK may terminate the Purchase Order without prejudice to any other of its rights and without liability on the part of the Seller if:

14.1.1 If an event of force majeure delays or is likely to delay compliance for more than 90 (ninety) days, or

14.1.2 The Seller is in breach of its obligations and fails to remedy such breach as soon as reasonably practicable, or

14.1.3 The Seller fails to deliver, on the date on which the maximum penalties specified in these Purchase Conditions have been incurred, or 14.1.4 The Seller becomes bankrupt or insolvent, or (in the case of a Company) enters into an arrangement with its creditors or has had any liquidator or receivership appointed or initiates the dissolution

14.2 GSK may terminate the Purchase Order without breach on the part of the Seller in this case and provided that the Seller is in compliance with its obligations under the contract. GSK shall compensate the Seller for costs reasonably and properly incurred by the Seller up to the termination which the Seller has already incurred for the fulfillment of the contract that would otherwise represent an irrecoverable loss to the Seller, subject to the Seller taking the necessary measures to minimize its losses and subject to the delivery of reasonable evidence. In no event shall the compensation exceed the total amount of the Purchase Order. GSK shall give the Seller 30 days' notice prior to the date on which it should be deemed to be finally terminated.

15. Liability for Surpluses and Damages

15.1 The Seller shall at all times during the term of the Purchase Order and for one year after receipt of the goods, products and/or services indemnify GSK for:

15.1.1 Any loss or damage to property and all claims and expenses in relation to the subject matter of the purchase order caused by acts or omissions of the Seller, its subcontractors, employees and agents.

15.1.2 Liability for death and personal injury and all claims and expenses in relation to the subject matter of the purchase order caused by the Seller, its subcontractors, employees and agents.

15.2 Neither party shall be liable to the other for indirect and/or consequential damages such as loss of profits, production, business or revenue of the other party arising out of breach of contract, negligence, breach due to an obligation derived from legislation or other.

15.3 The Seller shall obtain and maintain in force product and third party liability insurance against all its obligations under this purchase order, and shall show it to GSK at any time upon request by GSK.

16. Labor responsibility

16.1 The Seller shall be fully responsible for the labor obligations derived from the work relationships that it maintains with the personnel of its Company and any other personnel it hires during its transfer, delivery of material, products or for the provision of services to GSK. In no case and under no circumstances may GSK be considered as a direct or substitute employer for the seller's personnel; therefore the seller shall be solely responsible for any claim or labor lawsuit that such

personnel may file against GSK, obligating itself to release GSK from such claims and/or lawsuits, holding GSK harmless from any and all civil, labor or accident liability.

16.2 In addition to the above, the Seller undertakes to reimburse GSK, for any amount that the latter may be obliged to pay as a result of claims and/or lawsuits from the personnel involved in the provision of the services or supply of goods to which this purchase order refers, at the time that GSK itself requests it and without the need for a prior judicial declaration. At GSK's option, such reimbursement may be made through discounts on the payments to be made under this contract to the Seller.

17. Dangerous Products

17.1 If any of the products to be supplied under the Purchase Order contain hazardous substances or require special precautions to be taken to ensure safe handling, transportation, storage or use, the Seller shall deliver to GSK prior to delivery, all the details of the nature of those substances and the precautions to be taken, and it shall ensure that prior to shipment, appropriate instructions and warnings are clearly marked on the products or securely attached to the products or in any of the containers in which they are packed.

17.2 In particular, (but without limitation) the Seller shall deliver to GSK in writing all such data, instructions and warnings that are required to comply with the respective legislation, relating to health and safety, and shall indemnify GSK against any and all liabilities, lawsuits and expenses which may arise as a result of its failure to do so.

17.3 In cases where the material ordered is required to have a safety label, the supplier shall include it in each container or package.

18. Assignment

18.1 The Seller shall not assign or subcontract this Purchase Order generally. The Seller shall not assign or subcontract any part of the service/supply without GSK'S prior written authorization, which shall not be withheld without justification. The Seller shall be responsible for all work performed and for the goods supplied by all subcontractors.

19. Disputes with Third Parties

19.1 If a third party pursues a claim against GSK arising out of the fulfillment of the purchase order by the Seller, or with respect to the products or services supplied pursuant to it, the Seller, at its own expense, at the request of GSK, shall join GSK in defending the lawsuit. The decision of a court or arbitration tribunal that decides on the claim, to the extent that it is relevant, shall be accepted as final in any future claim made by GSK against the Seller pursuant to the fulfillment of the purchase order.

20. Taxes

20.1 Each Party shall pay the taxes applicable to it in accordance with the provisions of the legislation in force.

21. Notices

21.1 All notices that must be made by the parties or that are permitted in accordance with this Contract, shall be deemed delivered:

- i. When they have been personally delivered to the party to whom they are addressed.
- ii. When received by fax transmission and confirmed by first class mail, postage prepaid.
- iii. When received by parcel delivered by express courier service.
- iv. When received by certified or registered mail, duly addressed to the party that should receive such notice at the addresses set forth in this Contract or any other address that one party notifies in writing to the other:

22. Severability

22.1 If any of the conditions, terms or agreements contained in this Contract shall at any time become invalid, illegal or unenforceable, such condition, agreement or term shall be construed in an enforceable manner and shall in no way affect or invalidate any of the other conditions, agreements or terms of the Contract, which shall continue in force as if the invalid, illegal or unenforceable provision were not part of this Contract.

23. Ethical, Safety, Health and Human Rights Standards.

The Seller guarantees that:

- A) It does not employ, engage or use in any way the work of minors in circumstances such that as a consequence of such work, physical and/or emotional damage to the minor can be foreseen in the countries in which it operates or supplies goods.
- B) It does not use forced labor of any kind (jail, forced term contracts or others), and that personnel are not required to leave papers, documents or deposits as a condition of starting work.
- C) It complies with all current laws and regulations concerning the environment and safety and hygiene and provides a safe and healthy work environment, without presenting immediate risks to its personnel. Including considerations of Standards, GES, GSK Procedures; including the principles and training for its staff in Zero Access, LOTO, Risk Analysis, Management, training on tools and work equipment; it must have a Supervision System with trained personnel, with extensive experience in the discipline developed (safety, construction and demolition, electricity, heights, confined spaces, welding, specialists in machinery and electronic equipment and other specialties, related to the type of work) and able to show certifications before the Labor Department (STPS) guaranteeing the capacity of execution of the personnel. It must have the attachments, signs, protections and personal protective equipment in compliance with the type of work to be carried out and in compliance with Mexican regulations and EHS and GSK Engineering Standards. It must maintain a high commitment to safety in all the work to be carried out, having the best controls applicable to its activity, always keeping in mind the safety of the personnel who carry

out the task.

Any accommodation or housing provided by THE SELLER to its workers is safe for habitation. THE SELLER provides access to drinking water, food and emergency care and first aid to its workers in the event of incidents or accidents within the work environment.

- D) Within the customs and practices of the countries in which it operates, it does not discriminate against workers for any reason (including race, religion, disability or sex). The seller does not practice or support the use of corporal punishment, or mental, psychological, sexual or verbal abuse, nor does it practice the use of cruel or unusual disciplinary sanctions in the work environment.
- E) It pays its employees an amount not less than the minimum wage or the prevailing wage in the industry (whichever is higher) and provides each employee with all legally mandated benefits.
- F) It complies with the laws regarding the hours of the working day and the rights of the worker in the countries in which it operates or develops activity.
- G) It has correctly identified the toxic and hazardous wastes that it or its contractors or agents produce, and it guarantees that they are disposed of by the appropriate organizations, approved through the authorized disposal routes in the corresponding locality, by providing authorization documents when they are deposited in areas established by the applicable local or federal authority.
- H) It verifies that the works carried out do not damage the environment regarding water, soil, underground waters, air emissions (smoke, toxic vapors or unauthorized refrigerant gases), always taking care of using the necessary control means during the works and reporting any incident that occurs due to these issues.
- I) It is not involved in any activity that may cause harm to those who live in the vicinity of its place of operation or to the environment.
- J) It has the capacity, extensive experience, trained personnel and means to provide the services subject matter of this contract, without incurring safety, health and environment risks.

24. Law

24.1 This purchase order shall be construed as a purchase order in the Spanish language, governed by the laws of the Mexican Republic.