



General Terms and Conditions of Purchase (Good and Services) Switzerland

1. Area of application

These conditions shall be applicable for all the existing and future supply of goods and/or services to GSK Consumer Healthcare SARL (hereinafter also referred to as "GSK") with the exclusion of the general terms and conditions of purchase of our suppliers and subject to any deviating, written and signed agreements by both parties.

2. Conclusion of contract

- 2.1 GSK's orders and acceptances of orders shall be effective only if they have been issued in writing and are subject to a purchase order.
- 2.2 Verbal agreements before or at the time of conclusion of contract shall be effective only if they are confirmed by GSK in writing.

3. Delivery

- 3.1 The agreed schedules and durations shall be considered to be deadlines and failure to meet them shall be deemed as default. The receipt of the goods at GSK's premises or at the site where the goods are to be delivered in accordance with the order specifications and in merchantable quality shall be decisive as regards the adherence to the delivery date or the delivery deadline. In case of installation or assembly, this shall be the time of acceptance. Unconditional acceptance of a delayed delivery or service does not imply waiver of the compensation claims that are due to GSK as a result of the delayed delivery or service.
- 3.2 Exceeding the order quantity shall not be permissible. If it is absolutely not possible to avoid the order quantity from being exceeded or undershot, a deviation of up to 10% of the order quantity shall be acceptable.
- 3.3 Acceptance of goods shall be possible only from Monday to Friday between 08.00 to 12.00 hours and 13.00 to 16.00 hours. In case of operational disturbances caused by force majeure, particularly strike, lock-out, upheaval, acts of terrorism, natural calamities etc., GSK's obligation of acceptance shall not be applicable for the entire duration of the disturbance.

4. Shipping charges and packaging

- 4.1 The supplier shall bear the shipping charges, unless otherwise agreed upon explicitly and in writing. If the supplier has undertaken the installation or the assembly, the supplier shall bear all the required ancillary costs (e.g. travel expenses, provision of tool), unless otherwise agreed in writing upon.
- 4.2 Packaging costs may be calculated only in the event of special agreements or agreements that are confirmed in GSK's order. Returnable packages must be clearly marked and specified in units in the accompanying documents. GSK shall not be under an obligation of return.

5. Transfer of risk

The supplier shall bear the risk until the acceptance of the goods by GSK or our representatives at the site where the goods are to be delivered in accordance with the order; in case of installation or assembly, this shall be until the time of acceptance by GSK.

6. Invoice

Invoices must be sent immediately after delivery as follows: (i) supplier registered with the Tungsten network must send their electronic invoices directly to the Tungsten network I; (ii) other supplier must send their invoices either by email or regular mail - see below:

1) PDF invoicing (electronic invoices as pdf) Preferred option	GSK-NYON@eportaldoc.com
2) Postal Services (paper invoices) (NO express courier accepted)	Recall Information Management Iron Mountain España Apartado de Correos 24116 28080 Madrid Spain Ref.: GSK 11 Switzerland Nyon (CERPS)
3) Tungsten Portal (for supplier registered)	www.tungsten-network.com/gsk Tungsten Account Network: AAA670150259

Every invoice must contain the correct company name of the supplier and GSK (i.e. GSK Consumer Healthcare SARL), the delivery date, the purchase order number and line item number, type, nature and scope of the service and the VAT number for suppliers having a Swiss VAT number. VAT, if any, must be verified separately (applicable tax rate and tax amount). Any invalid invoice will be rejected for booking and payment and returned to the supplier for correction.

7. Payment

- 7.1 Payments on account shall be made only in exceptional cases and in case of written agreements.

- 7.2 Payment will be made within the first 5 calendar days of the month following the expiry of 60 calendar days from the date of receipt of the relevant invoice by GSK.
- 7.3 Alternative terms of payment may be agreed upon with the express written agreement of GSK. Payments made shall be subject to audits.
- 7.4 If warranty claims are made within the payment term, then the payment term shall be frozen till the defect is rectified.

8. Warranty and liability

- 8.1 The supplier shall ensure that the deliveries and services provided completely fulfil the intended purpose and the warranted functions and properties as well as correspond to the relevant laws, rules and regulations. This warranty of the supplier shall also encompass the delivery and services provided by its sub-contractors.
- 8.2 Warranty claims shall expire 24 months after transfer of risk. The term shall be five years, if the delivery or service has been integrated into a stationary plant and has caused a problem in the operation of this plant.
- 8.3 GSK shall be exempted from an immediate obligation to test and provide notice of defects. Defects shall be notified after they are detected but no later than the day on which the warranty period expires.
- 8.4 If it is evident during the warranty period that the deliveries or services or parts thereof do not fulfil the warranty, the supplier shall be under obligation to rectify the defects on site at its own cost or to deliver a defect-free replacement, depending on GSK's choice. If the supplier is in default or if there is an emergency in spite of setting a suitable term, GSK shall be entitled to rectify the defects ourselves or to have them rectified by third party at the supplier's cost.
- 8.5 The scope of warranty for the rectification of defects and compensation deliveries shall be the same as the one for the original delivery or service. In case of repaired or replaced parts, the warranty period shall start anew with the repair or the transfer of risk pertaining to these parts.
- 8.6 Further legal claims shall be reserved.
- 8.7 In case the supplier or a third party submits a written guarantee (guarantee of quality or guarantee of durability), GSK shall be entitled to the claims derived from the guarantee in their entirety.

9. Termination

- 9.1 Ordinary termination: This agreement may be terminated at any time by GSK for any reason whatsoever, by giving supplier 1-month prior written notice.
- 9.2 Extra-ordinary termination:
 - a) 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 written notice to the party in breach.
 - b) If either party becomes bankrupt, dissolved, wound up, or makes any arrangement with its creditors or has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or goes into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or takes or suffers 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 providing particulars of the circumstances whereupon the other party may terminate the agreement immediately by notice;
 - c) If at any time during the term of the agreement there shall be any change in the legal or beneficial ownership or control of supplier (control meaning the ownership of more than 50% of the shares of any organisation or the legal power to direct or cause the direction of the general management of supplier):
 - (a) Supplier shall immediately so notify GSK in writing; and
 - (b) GSK may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership or Control of Supplier, terminate the Agreement immediately by notice in writing to Supplier if it considers in its sole discretion that such change of ownership or Control is prejudicial to its interests.

10. Consequences of Termination

- 10.1 Within 7 days after termination of the agreement for any reason, the supplier shall;
 - (a) at GSK's option and cost, deliver to GSK (or as GSK shall direct) all quantities of the goods in its possession which comply with the agreement;
 - (b) at the supplier's cost, return to GSK all documents provided to the supplier by GSK; and
 - (c) at the supplier's cost, ensure that all documents containing Intellectual Property Rights (as defined hereafter in Section 12) 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 the supplier, are returned to GSK or destroyed by the supplier at GSK's option.
- 10.2 With effect from termination of the agreement the supplier shall not make any use for any purpose whatsoever of any Intellectual Property Right which is the property of GSK,
- 10.3 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, 12, 14, 17, 19 and 20. The 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 the supplier's reasonable costs in providing such assistance.

10.4 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 and which comply with the agreement. GSK's liability is limited to services in progress, and no further loss or liability will accrue on their account.

11. Confidentiality

11.1 All commercial or technical information received by the supplier from GSK may not be disclosed to third parties and may be provided, in the supplier's own business, only to those persons who are also under the obligation of confidentiality.

11.2 Such information may not be duplicated or used commercially without GSK's prior written consent. This shall not be applicable if the information is evidently in the public domain.

11.3 As per GSK's request, all information received from GSK, including copies, shall be returned to GSK or destroyed immediately and completely.

12. Intellectual Property rights

12.1 The supplier shall indemnify GSK and its affiliates, and keep them indemnified, on demand from and against all Losses ((as defined hereafter) incurred or suffered as a result of or in connection with any claim that the goods or the provision of the services by the supplier, or the use by or on behalf of GSK of the goods or of any assets used or provided by the supplier in connection with the performance of the services, infringes the Intellectual Property Rights (as defined hereafter) or any other rights of any third party. For the purpose of this document: (i) "Losses" means all losses, claims, liabilities, costs, awards, fines, penalties, expenses (including legal fees and other professional expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable and (ii) "Intellectual Property Rights" means any and all rights in and/or to: (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and computer programs or models; (d) copyright and related rights; (e) moral rights; (f) design rights; (g) trademarks and service marks; (h) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (i) database rights; (j) confidential information, know-how, trade secrets; and (k) other intellectual property rights; in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

12.2 The supplier shall, at its expense, defend any and all claims or legal proceedings arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the goods or services. GSK will give the supplier all reasonable assistance and the Supplier has the sole authority to defend or settle any legal proceedings at its expense.

12.3 GSK retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, tools, data, the specification, patterns and/or designs provided by GSK to the supplier, and they shall all be returned at any time in good condition to GSK at GSK's request.

12.4 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 GSK, and the supplier will assign all such Intellectual Property Rights to GSK on demand.

12.5 Intellectual Property Rights arising during or out of the provision of services ("Arising IP") shall be and remain the property of GSK. The supplier assigns to GSK (with full title guarantee and free of all encumbrances) all of the Arising IP. This assignment shall take effect on the date of the purchase order in respect of any Arising IP then in existence, or as a present assignment of future rights that will take effect immediately on the coming into existence of the Arising IP, as appropriate. At its cost, the supplier shall do all such further acts and things, and execute all such other documents, as GSK may reasonably request to vest the Arising IP in GSK and/or to enable GSK to protect, perfect, enforce or enjoy the full benefit of the rights assigned under the purchase order.

12.6 In the event that any Intellectual Property Rights relating to the goods and/or services are held by the courts to infringe a third party's rights, and their use is enjoined by that third party, the 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.

13. Ethical Standards, Human Rights, Anti-Bribery and Corruption Requirements

13.1 Unless otherwise required or prohibited by law, the supplier warrants that in relation to the supply of goods or services under the terms of the purchase order:

- (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, presenting no immediate hazards to its employees, any housing provided by the supplier to its employees is safe for habitation, and it 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 or gender);
- (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; and
 - (i) it complies with the GSK Anti-Bribery and Corruption Requirements set out in the attached Annex A.
- 13.2 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 the supplier when performing its obligations under the purchase order.
- 13.3 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.
- 13.4 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 13.1 above and the supplier shall, subject to compliance with law, furnish GSK with any relevant documents requested by GSK in relation thereto.
- 13.5 In addition, should the supplier need to work in Switzerland for rendering its services, then supplier has to make sure that all its employees and subcontractors meet the legal requirements for working in Switzerland (see for example Hyperlink: https://www.sem.admin.ch/sem/en/home/themen/fza_schweiz-eu-efat/meldeverfahren.html) and that the mandatory social security contributions (i.e. AVS/AI AC) are paid. GSK reserves the right to make spot checks in this respect and to claim full reimbursement in case GSK is asked to pay social security contributions due to supplier's failure to fulfil its/his/her obligation.

14. Data Protection

- 14.1 To the extent that the supplier, in providing any goods and/or services under the purchase order, "processes" (where "processes" is as defined in the applicable law and includes, without limitation, obtaining, organising, storing, accessing, using, disclosing or adapting, and "processed" and "processing" shall be construed accordingly) any GSK information that constitutes "personal data" within the meaning of the applicable law, the supplier shall ensure that all such personal data is kept secure, and in accordance with all relevant legislation, and shall:
- (a) ensure, before processing any such personal data, that adequate technical and organisational controls are in place to:
 - prevent unauthorised or unlawful processing of any such personal data it may hold; and
 - protect any such personal data from accidental loss, damage or destruction; and
 - (b) act only on the instructions of GSK when processing such personal data, including ensuring that such personal data is used only as authorised by GSK, or by the purchase order.
- 14.2 The supplier shall not process or transfer any personal data outside Switzerland and/or the European Economic Area, or transfer any personal data to any third party, without the prior written consent of GSK, which consent may be subject to the supplier (or the relevant third party) entering into a data transfer agreement with GSK, where GSK so requires, in a form substantially similar to the Standard Contractual Clauses issued from time to time by the Switzerland and/or the European Commission, and entering into such other arrangements as GSK may reasonably require to satisfy its requirements as a data controller under the applicable law.
- 14.3 The supplier shall indemnify GSK and its affiliates, and keep them indemnified, on demand from and against all Losses incurred or suffered as a result of or in connection with the supplier's breach of this Section 14.

15. Indemnity and Insurance

- 15.1 The supplier shall indemnify GSK and its affiliates, and keep them indemnified, on demand from and against all Losses (as defined hereafter in Section 12.1) incurred or suffered as a result of or in connection with any defect in the goods or services or any breach by the supplier of its obligations hereunder or of any statutory duty or from any act or omission of the supplier's employees, agents or subcontractors.
- 15.2 At all times during the term of the purchase order, the supplier shall maintain in force with a reputable insurance company insurance in respect of its liabilities under the purchase order for a minimum of CHF 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. The supplier agrees that any monies received by the supplier from the insurance company in full or part settlement of a claim arising out of the purchase order and paid by or due to GSK shall be paid immediately to GSK without offset or counter claim.
- 15.3 Any limitation, monetary or otherwise in such insurance policy referred to in Section 15.2 above shall not be construed as a limitation on the supplier's liability and the supplier shall, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

16. Place of fulfilment

The place of fulfilment is the place where the goods or services shall be delivered as per the purchase order.

17. Assignment – Subcontracting

The rights and obligations of supplier under each order may not be assigned or subcontracted to others without GSK's prior written consent. GSK may assign the order in whole or in part without supplier's consent.

18. Supplier's subcontractors

Supplier shall be responsible for ensuring that its own suppliers comply with these contractual conditions.

19. English version of these conditions prevail

For convenience, there might be translations of these general terms and conditions from English into other languages (e.g. French, German). If so, these translations will be available at www.gsk.com/procurement. In case of discrepancy in the text of the English version and any translation into another language of these conditions, the English version prevails.

20. Applicable law

The Swiss law shall be solely applicable to the contractual relationship notwithstanding the outcome otherwise determined by any conflict of law method. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980 (CISG) shall be excluded.

21. Place of jurisdiction

The exclusive place of jurisdiction for any dispute relating to the fulfilment or handling of the contractual relationship shall be the competent Courts of the Vaud Canton in Switzerland.

GSK Consumer Healthcare SARL
Route de l'Etraz 2, 1260 Nyon, Switzerland
As of: 8 March 2021

ANNEX A GSK ANTI BRIBERY AND CORRUPTION REQUIREMENTS

GSK requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. All GSK employees and any third party acting for or on behalf of GSK must ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

It is a material term of this agreement that supplier shall comply with the following:

1. Supplier shall comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the supplier conducts business with GSK.
2. Supplier agrees that it has not, and covenants and that it will not, in connection with the performance of this agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any "payments" of "anything of value" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the supplier or GSK in obtaining or retaining business.
3. Supplier agrees that it has not, and covenants and that it will not, in connection with the performance of this agreement, directly or indirectly, promise, authorise, ratify or offer to make or make any "facilitating payments" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section).

GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of GSK's ethical standards.

Anything of Value: this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

Facilitating Payments: otherwise known as "greasing payments" shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

Government Official shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

Payments: this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value,