## **Glaxo Saudi Arabia Limited**

Al-Khomra - Phase 1, Warehouse City, P.O. Box 22617, Jeddah 21416, Kingdom of Saudi Arabia TERMS & CONDITIONS OF PURCHASE (GOODS AND/OR SERVICES)

### 1 DEFINITIONS

"Affiliate" means an organization, which is directly or indirectly, controlled by, in control of, or under common control with, either supplier or Purchaser as approp

Agreement" means the PO between the Purchaser and supplier consisting of the purchase order, these terms and conditions, the specifications. and any other documents (or part thereof) specified in the Purchase Order or otherwise expressly incorporating these terms and conditions or any other agreement between the Purchaser and the supplier agreed in writing

Tool of general to the location of the sphere device in many Control means the ownership of more than 50% of the shares of any organization or the legal power to direct or cause the direction of the general management of either Supplier or GSAL as appropriate. "Goods" means all (or any) of the Goods covered by the PO including without limitation raw materials, supplies, items and equipment

"Incoterms" means the year 2000 edition of the official International chamber of commerce Rules for the interpretation of trade terms. "Packaging" means bage, cases, carboys, cylinders, drums, pallets and other containers or materials used to pick or contains the goods as covered

by this PO . "Purchaser" means GlavoSmithKline or any other subsidiary thereof as specified in the Purchase Order

"Purchase Order" means Gradosimminine or any other subsidiary mereor as specified in the Purchase Order" "Purchase Order" means Purchaser's purchase order issued to Supplier by the Purchaser which is either attached or overleaf and includes these terms and conditions. It shall be abbreviated as PO herein.

"Services" means the work and/or services covered by the PO.

"Specification within a subscription of the contract of the PO or in a schedule to be attached to the PO or as separately documented by the Purchaser in writing which sets out the details of the Goods and / or services required.

"Supplier" means the person, firm (or any individual partner thereof) or company designated on the face of this PO to provide required goods / services and shall also include its employees, sub contractors independent contractors and all other persons performing any type of work under the

"Supplier Personnel" means supplier or supplier's employees or sub-contractors or any other person appointed by the supplier to provide goods and/or services whether in whole or part under agreement "Terms and Condition" means the terms and conditions appearing in this PO and a part thereof

"Sanctions Target" means any person or entity that is (i) currently the target of any sanctions programme administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, "Sanctions"); (ii) is or in the preceding 12 months has been in violation of or subject to an investigation relating to Sanctions (iii) is listed on, or majority-owned or otherwise controlled, individually or in the aggregate, by one or more parties identified on OFAC's List of Specially Designated Nationals and Blocked Persons or any list of parties designated by the European Union, the United Kingdom or other relevant sanctions authority.

"VAT" means any value added, sales, purchase, turnover or consumption tax as may be applicable in any relevant jurisdiction, including but not limited to value added tax chargeable under legislation implementing the Gulf Cooperation Council (GCC) VAT Framework Agreement;

## 2 ACCEPTANCE

This PO must be accepted in writing by Supplier. If Supplier fails to accept in writing, any conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an acceptance by Supplier of this PO. Any terms proposed in Supplier's acceptar of Purchaser's offer that add to vary from or conflict with these Terms and Conditions are bereby objected to and shall not apply unless agreed by the Purchaser in writing. If this PO has been issued by Purchaser in response to an offer, and if any of these Terms and Conditions are additional to or different from any

terms of such offer, then the issuance of this PO by the Purchaser shall constitute a counter offer as per the terms herein contained. The supplier shall then have the option of accepting these additional and / or different terms and conditions, then the supplier shall deemed to have so accepted unless the supplier notifies the Purchaser to the contrary in writing within 10 days of the receipt of this P.O. (The Supplier wishes to impose additional and / or different Terms and Conditions herein contained, making a further counter offer, acceptance of such different and or additional Terms and Conditions as proposed by the Supplier shall be at the discretion of the Purchaser and shall only be considered as accepted after due notice in writing to that effect is issued by the Purchaser.

### ENTIRE AGREEMENT

This PO, together with the terms contained herein and on the face as well as any specifications, exhibits or amendments that may be referred to or attached hereto, sets forth the complete and final agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications relating thereto. If this Po is used as a release for goods or services under a prexisiting master agreement, then the Terms and Conditions of this PO shall supplement

the provisions of such master agreement to the extent they are not inconsistent. In the event of any inconsistency between the terms of any prevaiding master agreement, the terms on the face of this PO or these Terms and Conditions, the following shall be the order of precedence: (i) the terms of the master agreement, (ii) the terms on the acce of the PO, and (iii) these Terms and Conditions.

The failure of Purchaser to insist on performance of a provision hereof shall not be construed to be a waiver of such provision or any part thereof

### CONTRACT PRICE 4

The price (which shall be a firm fixed price) shall be inclusive of all packaging and other related charges, delivery and insurance charges (unless otherwise stated separately in writing). Any increase in the price for any reason shall be subject to the express prior written consent of Purchaser. Invokes: All invokes raised by the supplier shall contain the following information: PO number, item number, description of goods and/or services, and/or supplier shall contain the following information: PO number, item number, description of goods and/or services, and/or supplier shall contain the following information: PO number, item number, description of goods and/or services, the supplication of the supplier shall contain the following information: PO number, item number, description of goods and/or services, the supplication of the supplier shall contain the following information: PO number, item number, description of goods and/or services, the supplication of the supplier shall contain the following in the supplication of sizes, quantities, weight, unit prices, extended totals and delivery note(LC No. The Purchaser will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear correct or complete information as specified herein above. To ensure payment in accordance with the above procedure all invoices must be received at the invoice address shown on the PO

### 5. PAYMENT

Purchaser shall make the payment for the Goods and / or services after receipt of invoice and delivery and inspection of the goods by our nominat representative which may include measurement, testing or examination at the Purchaser's facility within a reasonable time (but not less than 100 days) after receipt at destination, or complete performance of the services or in case of import, after acceptance of documents as applicable, unless rent terms have been stated on the face of this PO.

omerent terms have been stated on the face of this PO. It is clarified that acceptance of the goods by our nominated representative does not tantamount to unconditional, absolute and irrevocable acceptance of the good of the second of the As appropriate Purchaser will either seek refund of the spoiled, damaged and / or defective Goods or deduct the cost of the Goods from the amount As appropriate Full chaster will enter seek return or the sponed, damaged and or detective Goods or equation the cost or the oddos from the allowing payable to the Supplier if any. The supplier is unconditionally agreeable to the same. It is clarified that any defects discovered in the Goods subsequent to acceptance of the Goods by the Purchaser will be duly rectified if rectification thereof is possible by the supplier at its own cost. An invoice shall not constitute unconditional acceptance of price charged for the Goods and/or Services and shall be subject to adjustment for errors, shortages, defects in the Goods and/or Services, or damage to Purchaser for which Supplier is partially or wholly responsible, or other failure of the Supplier to meet the requirements of the PO

## DELIVERY OF GOODS AND/OR PROVISION OF SERVICES

Unless otherwise instructed in writing by Purchaser's nominated representative, all Goods must be delivered and all Services must be performed at the time and place specified in the PO by the Supplier at Supplier's cost. 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 PO or subsequently advised in writing by Purchaser. Time is of the essence and the goods must be received or services performed on the dates and at the destination(s) set forth in the PO. If Supplier fails to meet any such delivery date, Purchaser may, without limiting its other rights and remedies, direct expedited routing, charge excess costs name of meet any such densery date, rationale may, without mining its other rights and remember, direct expedited roung, charge excess costs incurred to Supplier, or cancel all or part of this PO. The Purchaser reserves the right to hold the supplier liable for all damages caused by such delay. In case of non delivery, Purchaser may at its

discretion cancel the PO and the Supplier warrants that it shall indemnify the Purchaser for any loss and or damage suffered by the Purchaser including costs of defending legal proceedings etc. caused due to the Supplier failure to deliver the Goods / Services in the specified time.

### FREIGHT TITLE AND RISK OF LOSS

Unless otherwise specifically provided for herein, Supplier shall be responsible for freight and delivery to the destination specified on the face of this PO or notified subsequently in writing. All freight and delivery charges will be paid by Supplier. Unless incoterms are agreed, the title and risk of Goods shall remain with Supplier until they are delivered at the "ship to" destination specified on

oness moderns are agreed, the due and has of bodds share enables with outputer unit day are derived at the sinp to destination specified on the face of this PO. Further, Supplier shall bear the same risks with respect to any goods rejected by Purchaser or as to which Purchaser has revoked its acceptance, from the time of such rejection or revocation.

In case of Import, the Goods shall be delivered by the Supplier to the nearest port of landing (SeaPort/AirPort). From the time of the dispatch from the supplier's premises till the time that the Goods are loaded on to the vessel, the risk of and loss or damage to or deterioration of the Products 13. CHANGES from whatever cause arising shall be borne by the supplier.

## QUALITY AND FITNESS FOR PURPOSE OF GOODS

The Goods and/or Services supplied must comply with the PO and all express and implied conditions, warranties and terms must specifically comply with the specifications/artworks or any modifications that ay be agreed in writing. Drugs and Chemicals must comply with Official standards (e.g. BP, BPC USP etc) unless otherwise stated. Goods purchased against sample must confirm in all respects with the previously approved sample. to you o con the second second provide a second provide a second se which may include measurement, testing or examination, and acceptance at Purchaser's facility within a reasonable time (but not less than 90 days) after receipt at destination. Any inspection by Purchaser does not relieve Supplier of any obligations or liabilities under the PO. The Goods must be supplied with aquate instructions as to use and use-by date, be filt for the purpose for which they are intended, be of satisfactory guality and free from defects in design, material and workmanship.

### REJECTION REPAIR AND REPLCAEMENT OF GOODS: 9.

- In the case of Goods not conforming with the PO either before or after acceptance of the Goods the Purchaser may alt is discritenic: (i) require Supplier as soon as reasonably practicable to either repair or replace the Goods at the destination or at the Supplier's works, whichever Purchaser shalls celetrimia, or where repair is not appropriate refund to Purchaser alla pyments, if any made to it under the PO for the Goods which do not correspond with the specifications, repairs, replacements, and any refunds shall be subject to the same obligations as in the PO unless otherwise agreed by the Purchaser in writing.
- in the case of defective delivery, require Supplier to promptly reimburse Purchaser in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by Purchaser, and Opurchase Goods elsewhere which as nearly as practicable accord with the specifications: and any extra expense thus incurred shall be paid (iiii)
- by Supplier to Purchaser. Before exercising such right to purchase elsewhere Purchaser shall give Supplier a reasonable opportunity to replace rejected Goods with goods which conform with the specifications failing which the supplier shall refund to the Purchaser the costs of such goods

In the event of a rejection (in whole or in part) in accordance with Section (i) above Purchaser shall notify Supplier in writing, and the payment obligation in relation to any such Goods shall be suspended forthwith. If Purchaser elects to accept nonconfirming Goods or Services the Purchase durgiand if instanto de nij sech solosi stati se sagement of kinkini. In urdinste reacts or score professioniling dottos or entres are rubisses hall in addition and without projectice to its other rubies in alwo be entred to an appropriate reduction in price. The parties shall sage their best endeavours to resolve any dispute arising pursuant to clauses 8 or if no agreement can be reached within 30 days, the parties shall agree on an independent expert (not an arbitrative) whose decision shall be final and bioling as to the dispute Fees for the dependent expert shall be borne by In the Party found to be in default of its obligations under the PO by the said independent expert. If the expert finds that any delivery of the Goods or services has not compiled with the PO, Purchaser shall have the rights stated above

If the independent expert finds that the Goods comply with the PO. Purchaser shall pay for such Goods or services in accordance with the payment provisions contained in the PO.

Rejected Goods and material with Purchaser's name and or identification appearing thereon shall be destroyed by the Purchaser at any of its premises at the Supplier's expense and not sold as surplus. The Supplier shall not be entitled to claim any compensation for such destruction.

### 10. WARRANTY

Supplier warrants that all Goods furnished hereunder shall:

- (ii) be free from latent and patent detects in workmanship, material, manufacture, and design (where design is Supplier's responsibility): (ii) comply with the requirements of this PO including all drawings and Specifications incorporated herein and samples and warranties furnished
- by Supplier as well as any other written instructions given by Purchaser and / or agreed in writing between the Partles: (iii) be merchantable and sale for consumer use, and fit and sufficient for the purpose / use intended by Purchaser: (iv) be free and chear of any line, exercitly interest or other adverse claim against title which may result in loss and / or damage to the Purchase.
- (v) comply with all relevant statuse, regulation and other legal requirements.
  (i) The Supplier's warranties shall be effective from the time of delivery of the Goods and shall continue till expiry of the Goods. For goods that are covered under the independent Supplier's warranties shall be effective for the period of time set forth on the face of this PO or one (1) year
- from the date of Purchaser's acceptance, whichever is greater.
- (ii) These warranties shall run to Purchaser's customer and end users of its products wherein the Goods are used. If any Goods furnished hereunder do not meet the warranties specified in this PO, the Purchaser may, at its option: (i) require the Supplier to correct/rectify, at no cost to Purchaser any defective or non-conforming Goods by repair or replacement within seven
- (i) require the support to correctively, at the over to increase any vertices any vertices of the support of th
- (iii) correct the defective or non-conforming Goods itself and charge Supplier with the cost of such correction:
- (iv) accept the defective or non-conforming Goods for services at a reduced price.
   (iii) Sanctions and Export Controls
- Supplier shall comply and shall procure that its customers comply, with the terms of GSAL's Policy "Sanctions and Export Controls" (POL-GSAL-014) and GSAL's Standard Operating Procedure "Sanctions and Export Controls" (SOP - GSK-014).

## 11. STANDARD OF SERVICES

- Supplier warnals and represents to Purchaser that any Services performed by Supplier of duly appointed sub-contractor; (1) Shall be performed in a good and workmanike fashion and with all due speed, care, skill and diligence. Supplier shall furnish such programs for the Services as Purchasers may reasonably require within 30 days of receipt of the PO and/or the PO. Supplier's programs shall give details of its proposals for carrying out the Services within the time stipulated indicating the sequence and timing of all operations forming part of the services.
- Shall be carried out in accordance with the PO and/or the PO and in accordance with current industry codes of practice, and shall conform to (ii) Unable de la service particular de la service particular de la service d
- (iiii) and connection to community of and any estimation of the sense incurred shall be paid by Supplier to Purchase. Before exercising such right to obtain the Services from an alternative supplier Purchaser shall give the Supplier to Purchaser. Before exercising such right to obtain the Services from an alternative supplier Purchaser shall give the Supplier to any consistence where the services in respect of which apprentives accessed and/or with the different services in respect of which effects and the Services from an alternative supplier Purchaser shall be effective. from the time performance of Service is initiated till such time at the end of the Service that the Purchaser deems the Service rendered to be 20

These warranties shall run to Purchaser's customers and end users of its products wherein or in relation to which the Services are used.

### 12. LABOUR RIGHTS

12.1. Supplier represents and warrants, to the best of its knowledge, that in connection with this PO, it respects the human rights of its staff and does not supplier represents and warrants, to the best of its momentage, that in connection with this 70, it tegets are mained in minima or its start and obes not employ child labor, forced labor, unsafe working conditions, discrimination of protected characteristics, or cruel or abusive disciplinary practices in the workplace; and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. Supplier shall be respectful of its employees right to adom of association and Supplier shall encourage compliance with these standards by any supplier of goods or services that it uses in perfo ts obligations under this PO

12.2. Unless otherwise required or prohibited by law, Supplier warrants that in relation to its performance of this PO:

- 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 b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original
   c) the second back of the second back
- identification papers or monetary deposits on starting work; it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Supplier's workplace:
- d) it does not discriminate against any workers 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: Ð
- to 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; 22. PURCHASER PROPERTY: 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
- 12.3. Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any equent supplier of goods and services that are used by Supplier when performing its obligations under this PO.
- 12.4. Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Supplier shall report the alleged complaint and proposed remedy to GSAL.
- 12.5. GSAL reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's Sold leave the fight open reasonable house (unless inspection in the case, in which case ho house shall be necessary) to their open support premises to monitor compliance with the provisions of this Cause 12, and Supplier shall, subject to compliance with Applicable Laws, provide to GSAL any relevant documents requested by GSAL in relation thereto.

Purchaser reserves the right at any time to change this PO or any term of the PO in writing, and if such change causes an increase or decrea price or delivery of goods or services, a reasonable adjustment shall be made.

### 14. PACKAGING

Supplier will package and label the Goods in a manner suitable for transit and storage at no cost to Purchaser. Purchaser will not pay for or return Packaging materials unless previously agreed between the parties in writing. Packaging must comply with all relevant legislative requirements, in force in Saudi Arabia including those pertaining to environmental and occupational health safety standards.

15. INSPECTION

### Purchaser and any third party it appoints on its behalf, shall have the right upon prior notice to inspect and/or carry out any tests, or batch sampling, as it wishes on all Goods at Supplier's premises and the premises of any sub-contractors of the suppliers and on any services provided. Where preshipped inspection is specified. Supplier must, at its expense provide for the same and provide any or all relevant certificates of analysis. Supplier shall, and shall ensure that its sub-contractors shall grant a right of access to the Purchaser and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation/regulations in force in Saudi Arabia nd other requirements such as the purchase policies, procedures and standards.

### 16. CONFIDENTIALITY AND PUBLICITY

The Supplier and Supplier's personnel shall keep secret any intellectual Property Rights, Specification or other information of a commercial or technical nature disclosed to Supplier by Purchaser to the purpose of the PO, and shall not use or disclose such information to any third without Purchaser's prior written consent. Supplier shall not without Purchaser's prior written consent. Supplier shall not written Virchaser's prior written coilesed, so prior prior prior prior prior by PU, and the existence of the PO or any information related to the PO including I the name of Purchaser, the Goods, Services and the place of delivery or nerformance.

### 17. INTELLECTUAL PROPERTY RIGHTS

Supplier shall, at its sepane, defend any actions arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the Goods or Services. The Supplier shall undertake to indemnify the Purchaser against any costs which the Purchaser any supplier all appropriate information and assistance and be the sole authority to defend or settle any legal proceedings at Supplier's expense. Purchaser retains intellectual Propert Rights in and ownership of all materials, plans, drawings, Specifications, patterns and/or designs and artwork

revolution (Chambrane Chambra) (Fights any and cirrats and or an and or and and or and or

specification, model, or plans, and any improvements or developments thereof shall be absolute property of Purchaser, and it shall be assumed that all such intellectual Property Rights have been assigned to the Purchaser by the Supplier as are necessary for appropriate and purposeful use

or the Goods. in the event in the method and rule of rule of rule in the stand of the solution of modes are need by the counts to infining and pairs, and then use is a significant by that third pairs, Supplier shall have the option at its expense to procure for the purposes of the PO for the PU charact the right to continue using the Goods or services for the duration of the PO, or replace the Goods with non-infringing Goods or services, or modify the Goods or Services so that they become non-infining any which detacting from their overall performance and functionality.

### 18. WORK ON PURCHASER'S PREMISES: OCCUPATIONAL HEALTH SERVICES

In the case of services the Supplier shall comply with all applicable safety and environmental laws in force in Saudi Arabia from time to time and any and all policies, procedure and regulations of the Purchaser, Supplier shall provide Purchaser with a complete list of all chemicals, hazardous materials, and ingredients used or produced in the composition of goods or used in the performance of the services hereunder. The submission of such list by Supplier shall not relieve Supplier of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by Purchaser and any liability arising from breach of any safety / environmental law in force in Saudi Arabia from time to time. All chemicals and hazardous materials brought by Supplier to Purchaser's premises shall bear a label stating the identity of the chemical or material Supplier will indemnify Purchaser against all liability and loss related to any third party claims which arises from Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.

(c)

TERMINATION

Purchaser in this regard.

(ii)

(i) (ii)

property of Purchaser

24.1.1 Retention

24.1.2. Return

24.

- Supplier shall defend, indemnify and hold Purchaser, its affiliated companies, and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable (a) attorneys' fees, expenses, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with
  - (i) the acts, negligence, omissions or willful misconduct of Supplier;
  - goods or services supplied hereunder: (iii) a breach of any of Supplier's warranties or any other term and condition of this PO and the PO;
- Supplier's negligence, unauthorized or wrongful acts or omissions with regard to the use or installation of hazardous materials; (iv)

fails to make delivery of the goods or perform the services within the time specified herein;

Upon termination of the PO Supplier shall, not later than seven days after Purchaser's request:

- a claim that any goods or services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; or
- (vi) a claim of any lien, security interest or other encumbrance made by a third party;

# (vii) any injury sustained by Supplier's personnel while providing any Goods or Services under the PO. without limiting Purchaser's rights and remedies hereunder, if Purchaser believes that the goods or services supplied hereunder are likely to be determined to be an infringement on misappropriation of a patiert, copyright, trademark, trade secret, or other proprietary right, Purchaser

The Purchaser may at any time, terminate this PO, in whole or in part, without cause, upon written notice to supplier. Upon any such termination

http://www.commonscience.com/ Supplier shall, or the extern specific where the pre-pre-pre-sent specific speci

services in excess of those required to meet the Purchaser requirements. In no event shall such reimbursement include anticipated profits for undelivered Goods or unperformed services. Purchaser's liability is limited to Services in progress, and no further loss or liability will accrue to the

(iii) fails to perform any other provision of this PO or so fails to make progress as to endanger performance in accordance with its terms; (v) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors Termination or expiry) shall not relieve either party from any liability or action accured prior to such termination or expiry.

a confidential nature and supplied by Purchaser to Supplier. With effect from termination of the PO Supplier shall not make any use for any purpose whatsoever of any intellectual Property Rights which are the

All drawings, artwork, data, material, supplies, equipment, tooling, dies, molds, fixtures, and patterns furnished or paid for by Purchaser, or which

have had their cost amortized shall be Purchaser's exclusive property, and shall be used by Supplier only in performance of this PO and/or the PO such property, while in Supplier's custody and control, shall be held at Supplier's sole risk and, upon Purchaser's request, shall be returned to

This PO shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding

the foregoing, neither this PO nor any interest therein shall be assigned, delegated or otherwise transferred by the Supplier except upon the prior written consent of Purchaser, and any assignment or transfer without such consent shall be void and of no effect.

Supplier shall not, without the prior written consent of Purchaser, appoint any subcontractor or any person or persons to carry out its obligations

under the PO. In the event that Supplier appoints a sub-contractor or other person to perform its obligations under the PO, the Supplier shall remain liable for the performance of all its obligations and shall ensure that any subcontractor or other person reads and understands the terms of the PO.

Supplier shall retain GSAL Confidential Information only for as long as specified in the PO or as otherwise necessary to satisfy the purposes for

Purchaser may assign its rights or obligations under this PO to any Purchaser affiliate or successor without Supplier's consent. Nothing in this PO shall be deemed to constitute an agency between the Purchaser and the Supplier.

PRINCIPLES FOR PROTECTING GSAL CONFIDENTIAL INFORMATION

which it was provided to Supplier, except only to the extent longer retention is required by applicable law.

deliver to Purchaser at the destination all quantities of the Goods in its possession which comply with the PO; return to Purchaser all documents provided to Supplier by Purchaser as well as 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

fails to replace or correct defective goods or services in accordance with the provisions of this PO or Agreement;

- may require Supplier to (i) replace such goods lier shall carry and maintain insurance coverage satisfactory to Purchaser to cover its obligations under this PO and Agreement
- (ii) modify such goods to make them non-infringing.

Purchaser may terminate this PO, in whole or in part, if Supplier:

ser in good condition, normal wear and tear excepted.

24.1. RETENTION AND RETURN OF GSAL CONFIDENTIAL INFORMATION.

23. ASSIGNABILITY AND SUBCONTRACTING

## **Glaxo Saudi Arabia Limited**

Al-Khomra - Phase 1, Warehouse City, P.O. Box 22617, Jeddah 21416, Kingdom of Saudi Arabia TERMS & CONDITIONS OF PURCHASE (GOODS AND/OR SERVICES)

Supplier shall (at its sole cost) return, delete or destroy all GSAL Confidential Information then in its possession or under its control, including without limitation all originals and copies of such GSAL confidential information, upon GSAL's request for any reason. Supplier shall certify compliance with this requirement by written notice to GSAL received no later than thirty (30) days following such return, deletion or destruction of 31 all GSAL Confidential Information

## 24.2. DATA HANDLING

24.2.1. Encryption

When transferring GSAL Confidential Information, and in communications between GSAL and Supplier, Supplier will use encryption based on guidance provided by GSA

### 24.2.2. Data Security Breach Reporting

Upon discovering any suspected or actual unauthorized disclosure, loss or theft of GSAL Confidential Information (a "Data Security Breach"), Supplier will send an e-mail to csir@gsk.com notifying GSAL. Supplier shall work with GSAL in good faith to identify a root cause and remediate a

### 24.3. DATA PRIVACY.

### 24.3.1. Personal Information

"Personal Information" shall mean any information or set of information relating to a person that identifies such person or could reasonably be used to identify such person. To the extent that any of the GSAL Confidential Information constitutes "Personal Information,", the Supplier shall ensure, before processing any such Personal Information, that adequate technical and organisational controls are in place to:

- prevent unauthorised or unlawful processing of any such Personal Information it may hold; and protect any such Personal Information from accidental loss, damage or destruction; and
- III. only hold and process such Personal Information in connection with the purposes for which it was provided to Supplier and shall act only on the instructions of GSAL when processing such Personal Information, including ensuring that such Personal Information is used only as authorised by GSAL, or by the PO.

### 24.3.2.No Transfe

The Supplier shall not transfer any Personal Information to any foreign jurisdiction, or transfer any Personal Information to any third party, without the prior written consent of GSAL, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with GSAL and entering into such other arrangements as GSAL may reasonably require to satisfy the requirements that GSAL or any of its affiliates may have as data controllers under any applicable law. Where GSAL consents to any such transfer, Supplier shall comply with the applicable law any have as data controllers under any applicable law. erning the transfer of Personal Information to a jurisdiction different from that in which the data processing is currently performed

### 24.3.3 Third Party Data

All or part of the GSAL Confidential Information may contain Personal Information that is licensed to GSAL by third parties. At GSAL's request, Supplier shall enter into any agreements with such third parties as may reasonably be required to enable the processing of the Personal Information.

### 24.3.4. Compliance with Laws

The Supplier will comply with all laws, regulations, statute or ordinances ("Laws") applicable to its business or the performance of its obligations under the PO, as such Laws may be revised from time to time.

## 24.4. GSAL SECURITY REVIEW RIGHTS.

GSAL and its agents, auditors (internal and external), regulators and other representatives as GSAL may designate may inspect, examine and review the systems, records, data, practices and procedures of Supplier (and any subcontractors it may use) that are used in rendering the services under the PO to verify the integrity of GSAL Confidential Information and compliance with the data privacy, confidentiality and security requirements of the

Supplier shall not release any statement, advertisement, information, or publicity referring to Purchaser or its Affiliate, or use of the word "Glaxo" "SmithKline", or "GlaxoSmithKline" without the Purchaser prior written approval.

### 25 FORCE MAJEURE

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 PO due to circumstances which could not have been contain on actual, in both and 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. The clearly of non-performance and sharining and energies of source learly of non-performance. Purchaser shall have the right to suspend any shipment from Supplier hereunder without penalty or liability to Purchaser in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of governmental authority.

## 26. SEVERABILITY

In the event that any provision of this PO is declared invalid by a proper tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.

### 27 AMENDMENT

The PO may only be amended in writing by authorized representatives of both Parties and/or the Purchaser.

### 28. ARBITRATION

If, at any time, any disagreement or dispute ("Dispute") arises between the Parties out of or in respect of this PO, the Parties in Dispute shall endeau If, at any time, any disagreement of dispute ("Dispute") arises between me rances out or or in respect or this FU, the "arruse on unspuce same ensurements" its VAT reporting of to settle such Dispute annicably failing the Dispute shall be finally satisfied as a solution of the solution of the Dispute annicably failing to the Dispute shall be finally satisfied as the and the Dispute annicably failing to the Dispute shall be finally satisfied as the Dispute annicably failing to the Dispute shall be finally satisfied as the Dispute annicably failing to the Dispute shall be finally satisfied as the Dispute annicably failing to the Dispute shall be finally satisfied to the Dispute Dispute annicably failing to the Dispute shall be finally as the Dispute Dispute Dispute Dispute Shall be controlled to the Dispute Dispu

### 29. ANTI-BRIBERY AND CORRUPTION

Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, or provide the second 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 [him/her/it] or GSAL 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 t prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt 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; (c) any person defined as a government or public official under applicable local laws (including anti-hibery 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 GSAL business

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

## 30. PATIENT SAFETY

"Adverse Event" or "AE" shall mean any medical occurrence in a patient, temporally associated with the use of a GSAL Product, whether or not considered drug-related

If, in the course of providing the services, the Supplier or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSAL Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSAL.

All AEs must be reported to GSAL through "insert local safety AE contact details", within 24 hours of initial receipt (or next working day if over a

### SANCTIONS AND EXPORT CONTROLS

- 31.1. Supplier represents and warrants that it is aware of and, in carrying out its obligations under this Agreement, will comply at all times with and or become exposed to penalties under Sanctions & Trade Controls (i.e. all sanctions, export control, and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any
- other country with jurisdiction over activities undertaken in connection with this Agreement). Supplier represents and warnts that all times, in the performance of its obligations under this Agreement, it will not take any action that causes GALL to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls. 31.2. Supplier 31.3. GSAL shall not be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited
- or penalisable under any Sanctions & Trade Controls 31.4. GSAL may terminate this Agreement with immediate effect if, in GSAL's sole discretion, Supplier breaches any the foregoing clauses or, in
- GAL may terminate that Agreement wm immediate effect ir, il usult is so eacheson, suppure preaches any the foregoing clauses or, in GAL's sole discretion, GAL's periodication, GAL's periodication pursuant to this Agreement pravament be penilabile under Sanctions & Trade Controls (whether or not in existence at the date of this Agreement, il Adgreement pravament between any other changes in circumstance from those that existence at the date of this Agreement. If Adgreement pravament to this clause, it shall not be obliged to make any payments, indemnify, or otherwise provide compensation to Supplier subsequent to the termination of this Agreement
- Supplier represents and warrants that: a) neither it nor any of its Affiliates nor any of its or their respective directors, officers, agents, or employees is a Sanctions Target (i.e., is (a) listed on the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Asea Frezer Targets, maintained by HM Treasury (UK); any other list of designated parties maintained by the EU or its Member States; the U.S. List of Specially Designated Nationals and Blocked Persons (the "SDN List") or the U.S. Foreign Sanctions Evaders List, maintained by the U.S. Treasury
- Department's Office of Foreign Assets Control ("OFAC"); the U.S. Entity List or the U.S. Denied Persons List, maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); or any list of parties subject to asset-freezing measures issued by the United Nations; or (b) is 50% or more owned or controlled, directly or indirectly, by any one or more parties on the foregoing lists);
- b) it will not act, in connection with the performance of its obligations under this Agreement, for or on behalf of, or facilitate any activity of or with not ext, in connection with the performance of its obligations under this Agreement, for or or behavior, or actinate any activity of or with, any Sanctions Target; and
   it will not engage or otherwise deal with, in connection with the performance of its obligations under this Agreement, (whether as a sub-
- distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is a Sanctions Target, including but not limited to by: (i) making, directly or indirectly, any payments or other benefits available to any person or entity which is a Sanctions Target, or (ii) selling or otherwise supplying, directly or indirectly, any Products to any person or entity which is a Sanctions Target. 31.6 Supplier further represents and warrants that
- Supplier further represents and warrants that: a) it has disclosed to GSAL whether it is an EO 13599 List Party (i.e., is listed on the U.S. Executive Order 13599 List or is 50% or more owned or controlled, directly or indirectly, by any one or more EO 13599 List Parties) or an SSI Party (i.e., is listed on the U.S. Sectoral Sanctions Identifications List or is subject to EU sectoral sanctions targeting Russia, or is 50% or more owned or controlled, directly or indirectly by any one or more SSI Parties);
- b) it will not act, in connection with the performance of its obligations under this Agreement, for or on behalf of, or facilitate any activity of or with. any EO 13599 Party or SSI Party without consent in writing from GSAL;
- c) it will not engage or otherwise deal with, in connection with the performance of its obligations under this Agreement, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is an EO 13599 List Party or an
- SSI Party without consent in writing from GSAL. Supplier represents that it has provided to GSAL complete and accurate details of the identities of the following parties: a) its legal and ultimate beneficial owners, including all intermediate and ultimate parent entities;
- b) any parties that exercise legal control over it;
  - its directors d) its officers and other senior managers;
  - e) any financial institutions involved in activity covered by this Agreement
- its sub-clistributors (if applicable under the terms of this Agreement)
   its subcontractors (if applicable under the terms of this Agreement).
- 31.8. Supplier will immediately notify GSAL in writing of any changes in the information provided pursuant to Clauses 31.7 and/or 31.6.
  - Supplier further agrees that it shall: h) screen and conduct other due diligence, as appropriate, with respect to the persons and entities with which it intends to engage or otherwise deal in connection with the performance of its obligations under this Agreement to ensure that such persons and entities are
  - innediately notify GSAL in writing if any person or entity with which it intends to engage or otherwise deal in connection with the
- <sup>7</sup> performance of its obligations under this Agreement becomes a Sanctions Target, an EO 13599 List Party, or an SSI Party. 31.05 Lopplier shall disclose to GSAL any relevant export control classification codes applicable to the goods, software, technology, and/or services supplied under this Agreement in advance of or simultaneously with, their supply.
- 31.11. Supplier shall not supply, directly or indirectly, to 05AL any goods, software, technology, or services sourced from a Sanctions Targetor, without prior disclosure to and consent from the GSAL, an EO 13599 List Party, an SXI Party, or a Sanctioned Country or Territory (i.e., any country or territory against which comprehensive sanctions or an import ban are imposed by the United States, the European Union, or the United Kinadom).
- Single rangeomy. order to enable GSAL to comply with all applicable export control laws and regulations, including the export control laws and regulations of the United States of America, the European Union, the United Kingdom, and any other country with jurisdiction over the export of the contracted , software, technology, or services

## 32. VALUE ADDED TAX (VAT)

- 32.1. All consideration and amounts payable under or in connection with this PO are exclusive of VAT and any other indirect taxes. Any VAT payable on the consideration shall be paid by the Purchaser at the same time as the payment or provision of the consideration to which it relates, subject to the production of a VAT valid invoice.
- 3.2. Supplies will provide to GSAL within [30] days of the tax point date or receipt of any consideration, whichever is earlier, a valid VAT invoice issued in accordance with the relevant VAT laws and regulations, any invoice found to be not in conformity with the applicable regulations will applied to GSAL within [30] days of the tax point date or receipt of any consideration, whichever is earlier, a valid VAT invoice issued in accordance with the relevant VAT laws and regulations, any invoice found to be not in conformity with the applicable regulations will be applied to GSAL within [30] days of the tax point date or receipt of any consideration, whichever is earlier, a valid VAT invoice issued in accordance with the relevant VAT laws and regulations, any invoice found to be not in conformity with the applicable regulations will be applied to GSAL within [30] days of the tax point date or receipt of any consideration. be rejected by the GSAL.
- 20 of type.ce up the Oshic. Is all provide to the other Party any information and copies of any documents within its control to the extent reasonably requested by the other Party for the purposes of (i) determining the amount of VAT chargeable on any supply made under this Agreement, (ii) establishing the place of supply for VAT purposes (iii) evidencing the VAT reat and lability of a supply or (b) voronphying with the place of supply for VAT purposes. its VAT reporting or accounting obligations

This PO shall be enforced in accordance with and governed by the laws of Saudi Arabia.