

GlaxoSmithKline Consumer Healthcare Saudi Limited
TERMS & CONDITIONS OF PURCHASE (GOODS AND/OR SERVICES) APPLICABLE IN SAUDI ARABIA

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 appropriate.
"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
"Control" means the ownership of 50% of shares of any organization or the legal power to direct or cause the direction of the general management of either Supplier or GSK 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 Incoterms 2010 international chamber of commerce Rules for the interpretation of trade terms.
"Packaging" means bags, cases, cartons, cylinders, drums, pallets and other containers or materials used to pack or contains the goods as covered by this PO.
"Purchaser" means GlaxoSmithKline or any other subsidiary thereof as specified in the Purchase Order
"Purchase Order" means Purchaser's purchase order issued to Supplier by the Purchaser which is either attached or overlaid and includes these terms and conditions. It shall be observed as PO herein.
"Services" means the work and/or services covered by the PO.
"Specification" means the specification detailed on the face 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 PO.
"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; or (iii) is or has been involved in, or is the subject of, an investigation by the United Kingdom's Office of Financial Sanctions Implementation or 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 acceptance of Purchaser's offer that add to, vary from, or conflict with these Terms and Conditions are hereby 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. If the Supplier wishes to impose additional and / or different Terms and Conditions, 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.

3. 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 preexisting 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 preexisting 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 face 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.

4. CONTRACT PRICE

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 a reason shall be subject to the express prior written consent of Purchaser. Invoices: All invoices raised by the supplier shall contain the following information: PO number, item number, description of goods and/or services, sizes, quantities, weight, unit prices, extended totals and delivery note/LN 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 nominated representative which may include measurement, testing or examination at the Purchaser's facility within a reasonable time (but not less than 90 days) after receipt at destination, or complete performance of the services in or case of Import, after acceptance of documents as applicable, unless different 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. Purchaser reserves the right to return any and all defective damaged and / or spoiled Goods which are discovered to be defective damaged and / or spoiled as a result of the supplier's action and / or omission back to the Supplier anytime before the Goods reach their expiry date. 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 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.

6. 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 Purchaser'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 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.

7. 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 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 loss or damage to or deterioration of the Products from whatever cause arising shall be borne by the supplier.

8. 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/worksheets 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 conform in all respects with the previously approved sample. Notwithstanding any prior inspections or payments hereunder, all goods and services shall be subject to an inspection as stated in clause 5 above, which may include measurement, testing or examination at the 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 adequate instructions as to use and use-by-date, be fit for the purpose for which they are intended, be of satisfactory quality and free from defects in design, material and workmanship.

9. REJECTION REPAIR AND REPLACEMENT OF GOODS:

In the case of Goods not conforming with the PO either before or after acceptance of the Goods the Purchaser may at its discretion:

- (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 shall so determine, or where repair is not appropriate refund to Purchaser all payments, 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.
- (ii) 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
- (iii) purchase Goods elsewhere which as nearly as practicable accord with the specifications; and any extra expense thus incurred shall be paid 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 cost 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 nonconforming Goods or Services the Purchaser shall in addition to and without prejudice to its other remedies in law be entitled to an appropriate reduction in price. The parties shall use their best endeavours to resolve any dispute arising pursuant to clauses 9 or if no agreement can be reached within 30 days, the parties shall agree on an independent expert (not an arbitrator) whose decision shall be final and binding as to the dispute Fees for the independent expert shall be borne by 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 complied 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 as 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:
(i) be free from latent and patent defects 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 Parties;
(iii) be merchantable and safe for consumer use, and fit and sufficient for the purpose / use intended by Purchaser;
(iv) be free and clear from any lien, security interest or other adverse claim against title which may result in loss and / or damage to the Purchaser;
(v) comply with all relevant statutes, 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 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 (7) days of written notice regarding the defective or no conforming Goods or Services being sent to the Supplier;
(ii) return the defective or non-conforming Goods to the Supplier at the Supplier's expense and recover from the Supplier the cost of the same;
(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 as customers at a reduced price.
(iii) Sanctions and Export Controls
(ii) Supplier shall comply and shall procure that its customers comply, with the terms of GSK's Policy "Sanctions and Export Controls" (POL-GSK-014) and GSK's Standard Operating Procedure "Sanctions and Export Controls" (SOP - GSK-014).

11. STANDARD OF SERVICES

Supplier warrants and represents to Purchaser that any Services performed by Supplier of duty appointed sub-contractor;
(i) Shall be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence. Supplier shall furnish such programs for the Services as Purchaser 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.
(ii) 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 the highest standards prevailing in Supplier's industry. Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licenses, work permits or other authorizations have been obtained by it.
(iii) If the Services do not conform with the PO or the PO, Purchaser shall have the right to have the Services performed from elsewhere which as nearly as practicable conform to the PO and any extra expense incurred shall be paid by Supplier to Purchaser. Before exercising such right to obtain the Services from an alternative supplier Purchaser shall give the Supplier an opportunity to replace the services in respect of which payment was cancelled and/or withheld with Services which conform with the PO or the PO in case of Services the warranties 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 satisfactory.
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

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 employ child labour, 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 freedom of association and Supplier shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its 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 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, indebted, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
c) 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;
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
12.3. Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by Supplier when performing its obligations under 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 GSK.
12.5. GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause 12, and Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.

13. CHANGES

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 decrease in 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 United Arab Emirates 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 pre-shipment inspection is specified, Supplier must, at its expense provide for the same and provide any of 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 United Arab Emirates and 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 party without Purchaser's prior written consent. Supplier shall not without Purchaser's prior written consent disclose, copy, publicize or publish the existence of the PO or any information related to the PO including the name of Purchaser, the Goods, Services and the place of delivery or performance.

17. INTELLECTUAL PROPERTY RIGHTS

Supplier shall, at its expense, defend any actions arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the Goods or Services. The Supplier shall undertake to indemnify the Purchaser against any costs which the Purchaser may incur in connection with such actions. The Supplier shall also indemnify the Purchaser against any costs which the Purchaser may incur to defend or settle any legal proceedings at Supplier's expense.
Purchaser retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, Specifications, patterns and/or designs and artwork provided by Purchaser to Supplier, including any original, copies, summaries and derivations thereof. The same shall all be returned at such time as the Purchaser demands in good condition to the Purchaser.
Where Goods are made to Purchaser'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 thereon shall be the 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 of the Goods.
In the event that the Intellectual Property Right relating 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, Supplier shall have the option at its expense to procure for the purposes of the PO or to purchase 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-infringing with detracting 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 United Arab Emirates 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 in the goods or used in the performance of the services hereunder. The submission of such list by the 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 United Arab Emirates 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.

19. INDEMNITY; INSURANCE

- (a) 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 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;
 - (ii) 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;
 - (iv) Supplier's negligent, unauthorized or wrongful acts or omissions with regard to the use or installation of hazardous materials;
 - (v) 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.
- (b) 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 or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Purchaser may require Supplier to
 - (i) replace such goods
 - (ii) modify such goods to make them non-infringing.
- (c) Supplier shall carry and maintain insurance coverage satisfactory to Purchaser to cover its obligations under this PO and Agreement.

20. TERMINATION

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 Supplier shall, to the extent specified by the Purchaser stop all work on this PO and /or the PO, and cause its suppliers and subcontractors to stop work. Charges for any such termination of this PO shall be limited to actual non-recoverable costs incurred by Supplier, which Supplier can demonstrate were properly incurred prior to the date of termination. In no event will the Purchaser reimburse Supplier for Goods, inventory or 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 Purchaser in this regard.
Purchaser may terminate this PO, in whole or in part, if Supplier:
(i) fails to make delivery of the goods or perform the services within the time specified herein;
(ii) fails to replace or correct defective goods or services in accordance with the provisions of this PO or Agreement;
(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;
(iv) 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 accrued prior to such termination or expiry.

21. CONSEQUENCES OF TERMINATION

Upon termination of the PO Supplier shall, not later than seven days after Purchaser's request:
(i) deliver 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 a confidential nature and supplied by Purchaser to Supplier.
(ii) 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 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 property of Purchaser.

22. PURCHASER PROPERTY:

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, when in Supplier's custody and control, shall be held at Supplier's sole risk and, upon Purchaser's request, shall be returned to Purchaser in good condition, normal wear and tear excepted.

23. ASSIGNABILITY AND SUBCONTRACTING

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. 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.

24. PRINCIPLES FOR PROTECTING GSK CONFIDENTIAL INFORMATION

24.1. RETENTION AND RETURN OF GSK CONFIDENTIAL INFORMATION.

24.1.1. Retention

Supplier shall retain GSK Confidential Information only for as long as specified in the PO or as otherwise necessary to satisfy the purposes for which it was provided to Supplier, except only to the extent longer retention is required by applicable law.

24.1.2. Return

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

24.2. DATA HANDLING.

24.2.1. Encryption

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

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24.2.2. Data Security Breach Reporting

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

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 GSK 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:

- i. prevent unauthorised or unlawful processing of any such Personal Information it may hold; and
- ii. 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 GSK when processing such Personal Information, including ensuring that such Personal Information is used only as authorised by GSK, or by the PO.

24.3.2. No Transfer.

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 GSK, which consent may be subject to the Supplier (or the relevant third party) entering into a data transfer agreement with GSK and entering into such other arrangements as GSK may reasonably require to satisfy the requirements that GSK or any of its affiliates may have as data controllers under any applicable law. Where GSK consents to any such transfer, Supplier shall comply with the applicable law governing 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 GSK Confidential Information may contain Personal Information that is licensed to GSK by third parties. At GSK'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. GSK SECURITY REVIEW RIGHTS.

GSK and its agents, auditors (internal and external), regulators and other representatives as GSK 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 GSK Confidential Information and compliance with the data privacy, confidentiality and security requirements of the PO.

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 contemplated by the parties and which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance. 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 endeavor to settle such Dispute amicably failing the Dispute shall be finally settled by arbitration in accordance with the United Arab Emirates Arbitration Law before a sole arbitrator who shall be certified arbitrator in the Ministry of Justice of United Arab Emirates as may be agreed by and between the Parties.

The award of the arbitrator shall be final and binding upon the Parties who shall give full effect thereto. The arbitration shall be conducted United Arab Emirates.

29. ANTI-BRIBERY AND CORRUPTION

I. 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, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure or improve advantage or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where "government" means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or: (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

II. GSK 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 GSK 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 GSK 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 GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK.

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

31. 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 not 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).
- 31.2. Supplier represents and warrants that at all times, in the performance of its obligations under this Agreement, it will not take any action that causes GSK to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.
- 31.3. GSK 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 penalizable under any Sanctions & Trade Controls.
- 31.4. GSK may terminate this Agreement with immediate effect if, in GSK's sole discretion, Supplier breaches any the foregoing clauses or, in GSK's sole discretion, GSK's performance of its obligations pursuant to this Agreement may breach or be penalizable under Sanctions & Trade Controls (whether or not in existence at the date of this Agreement and whether or not there have been any other changes in circumstance

from those that existed at the date of this Agreement). If GSK terminates this Agreement pursuant 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.

31.5. 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 Asset Freeze 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, any Sanctions Target; and
- 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 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:

- a) it has disclosed to GSK whether it is an EO 13599 List Party (i.e., is listed on the U.S. Executive Order 13599 List or its 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 GSK;
- 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 GSK;
- 31.7. Supplier represents that it has provided to GSK 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;
 - c) its directors;
 - d) its officers and other senior managers;
 - e) any financial institutions involved in activity covered by this Agreement;
 - f) its sub-distributors (if applicable under the terms of this Agreement); and
 - g) its subcontractors (if applicable under the terms of this Agreement).
- 31.8. Supplier will immediately notify GSK in writing of any changes in the information provided pursuant to Clauses 31.7 and/or 31.6.

31.9. Supplier further agrees that it shall:

- b) 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 not Sanctions Targets and to ascertain whether such persons and entities are EO 13599 List Parties or SSI Parties; and
- i) immediately notify GSK in writing if any person or entity with which it intends to engage or otherwise deal in connection with the performance of its obligations under this Agreement becomes a Sanctions Target, an EO 13599 List Party, or an SSI Party.

31.10. Supplier shall disclose to GSK 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 GSK any goods, software, technology, or services sourced from a Sanctions Target or, without prior disclosure to and consent from the GSK, an EO 13599 List Party, an SSI 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 Kingdom).

31.12. Supplier shall, upon request, provide GSK with assistance, including but not limited to providing any relevant transaction documentation, in order to enable GSK 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 goods, 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.
- 32.2. Supplier will provide to GSK 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 rejected by the GSK.
- 32.3. Each Party agrees that it shall 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 rate and liability of a supply or (iv) complying with its VAT reporting or accounting obligations.

33. APPLICABLE LAW

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