AstraZeneca General Conditions of Contract – Ireland

Standard Terms and Conditions for the Purchase of Goods and Services

1. **("Conditions")INTERPRETATION**

1.1 In these Conditions the following words have the following meanings:

"**Applicable Law**" means any relevant law, rule, policy, guidance or recommendation made by government, statutory or regulatory body, and any industry code of conduct (including but not limited to the IPHA code of practice), which relates to these Conditions and/or the business of AstraZeneca or its Affiliates, including any amendments, updates, modifications and replacements made from time to time;

"**Adverse Event**" or "**AE**" means any untoward medical occurrence, no matter how minor, in a person taking a treatment or medicinal product. This includes any undesirable sign (like abnormal laboratory result), symptom (such as nausea or chest pain), or disease, regardless of whether it is related to the treatment or medicinal product.

"**Affiliate**" means any company that controls, is controlled by, or is under common control of a Party;

"**AstraZeneca**" means AstraZeneca Pharmaceuticals (Ireland) DAC or any of its Affiliates;

"**Business Day**" means a day, other than a Saturday or Sunday, and which is not a national, public, or bank holiday in the jurisdiction where the AstraZeneca entity purchasing Goods and/or acquiring Services is based;

"**Confidential Information**" means any information (in any form) that is disclosed by Discloser to Recipient at any time and that relates to Discloser or any Affiliate of Discloser and which is either specified to be confidential information or which, by its nature, should be reasonably assumed to be confidential;

"**Contract**" means the agreement between AstraZeneca and Seller consisting of these Conditions, the Purchase Order, and any other documents specified in them. In the event of conflict, these Conditions will take precedence;

"**Electronic Transaction Program**" means AstraZeneca's electronic transaction program for Purchase Orders, invoices and credit notes as amended from time to time and as further detailed at https://www.astrazeneca.com/az-suppliers.html;

"**Goods**" means items to be purchased by AstraZeneca from Seller as set out in a Purchase Order;

"**Green House Gasses**" means such term as defined in the GHG Protocol accessible via: https://ghgprotocol.org/sites/default/files/Guidance_ Handbook_2019_FINAL.pdf;

"**Intellectual Property Rights**" means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, utility models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, worldwide together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"**Liability**" means liability arising out of or in connection with these Conditions, whether in contract, tort (including negligence), misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party's obligations under these Conditions, in each case howsoever caused;

"**Parties**" means AstraZeneca and Seller and "**Party**" will mean one of them;

"**Person**" means any individual or legal entity, including government bodies;

"**Purchase Order**" or "**PO**" means a purchase order with a unique number issued by AstraZeneca;

"Sanctions Restricted Person" means any person or entity included on (i) the Specially Designated National and Blocked Persons List maintained by the United States Office of Foreign Assets Control; (ii) the United Nations Security Council Consolidated Sanction List; (iii) the EU Sanctions List; (iv) the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; the UK Consolidated List of Financial Sanctions Targets maintained by the UK Government; (v) any other list of a similar nature administered by a Trade Compliance Authority in respect of persons or entities with whom dealings are prohibited and/or whose assets are blocked; or (vi) owned 50% or more or, if applicable in accordance with respective sanctions

regime, controlled by any person, entity or body appearing on any list referred to in items (i) to (v).

"**Scope 1 Emissions**", "**Scope 2 Emissions**", "**Scope 3 Emissions**" means such terms as defined in the GHG Protocol accessible via: https://ghgprotocol.org/sites/default/files/standards/ Corporate-Value-Chain-Accounting-Reporing-Standard_041613_2.pdf;

"**Seller**" means the party named as the seller in the Purchase Order;

"**Services**" means the services to be provided by Seller to AstraZeneca under the terms of the Contract;

"**Specification**" means the technical or other requirements for the Goods and/or Services referred to in the Purchase Order;

"**Sustainability**" means commitment to (i) supporting AstraZeneca in working towards a future where all people have access to affordable, sustainable healthcare for life-changing treatment and prevention; (ii) taking climate action to reduce Green House Gasses emissions; and, (iii) protecting the health, safety, human rights and well-being of employees, customers, local communities and partners by promoting ethical, transparent, and inclusive policies;

"**Trade Compliance Authority**" means any of (i) the Security Council of the United Nations; (ii) the United States of America; (iii) the European Union or any of its Member States; (iv) the Republic of Ireland; (v) the United Kingdom; or (vi) any country in which obligations under this Contract are to be performed or in which the Parties are incorporated or from which they operate; or, the respective governmental institutions and agencies of any of the foregoing in items (i) to (vi);

"Trade Control Laws" means, as in force from time to time, any treaty, law, regulation, decree, ordinance, order, decision, directive, policy, demand, request, rule or requirement imposed, administered or enforced by a Trade Compliance Authority: (i) relating to any economic, financial, trade or other, sanction, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure; or (ii) directed at prohibiting or restricting dealings with Sanctions Restricted Persons.

"**Waste**" means waste material related to the Goods, including any material carrying AstraZeneca's branding.

2. APPLICATION OF TERMS

2.1 These Conditions will exclusively govern the Contract to the entire exclusion of Seller's terms or conditions, even if referenced in Seller's documents. Seller waives any right to rely on its own terms and conditions.

2.2 These Conditions apply to all Goods and/or Services. Any variation to these Conditions must be agreed in writing and signed by a duly authorised AstraZeneca representative.

2.3 AstraZeneca's rights under these Conditions are in addition to the statutory terms implied by the Sale of Goods Act 1893 and the Sale of Goods and the Supply of Services Act 1980 and any other terms implied by the Applicable Law..

3. ACCEPTANCE

3.1 The Contract for supplying Goods and/or Services to AstraZeneca is formed when AstraZeneca issues the Purchase Order to Seller.

3.2 AstraZeneca may change the quantity, type, delivery date, address, or specifications of the Goods/Services by notifying Seller at least seven (7) days before the delivery date.

4. QUALITY AND DESCRIPTION OF GOODS AND SERVICES

4.1 Seller represents, warrants and undertakes to AstraZeneca that the Goods and/or Services, (including without limitation their packaging and labelling) will:

4.1.1 match the quantity, quality and description specified in the PO;

4.1.2 be of satisfactory quality, sound materials and free from defects;

4.1.3 meet all PO and Specification requirements and standards of performance;

4.1.4 be fit for any specified or known purpose, relying on Seller's expertise.

4.2 Without prejudice to any other rights or remedies of AstraZeneca (whether express or implied), if any Goods and/or Services fail to comply with this **Condition 4**, AstraZeneca will have the right to remedies specified in **Condition 14 (Remedies)**, regardless of acceptance.

4.3 Seller represents, warrants, and undertakes that the Services will be performed:

4.3.1 by qualified and trained personnel with all due care, diligence and to the highest industry-standard quality; and,

4.3.2 safely, without any unreasonable or avoidable risks to health and in an economical and efficient way.

4.4 If any Seller's key personnel become unavailable for any reason, Seller will immediately provide equally qualified replacement key personnel to perform the Services to the same or higher standard.

4.5 Seller represents, warrants and undertakes that it will not directly or indirectly be involved in any illegal trade or counterfeiting activities and will have adequate controls in place to prevent any such trade or activity.

4.6 Seller will securely store and handle Waste to prevent unauthorised access and possible misuse and will ensure proper disposal of Waste.

4.7 Seller will not disclose AstraZeneca's security features or anti-counterfeit measures without AstraZeneca's prior written approval and any disclosure will be in the manner directed by AstraZeneca. Any breach of security must be reported within twenty-four (24) hours from discovery and will be deemed a material breach of the Contract.

5. **EXPECTATIONS OF THIRD PARTIES**

5.1 Seller represents, warrants and undertakes that it:

5.1.1 will (and will procure that its Affiliates, subcontractors, consultants, agents and employees engaged in the performing Seller's obligations under the Contract) perform the Contract and operate its business in compliance with:

5.1.1.1 all Applicable Laws (including those relating to modern slavery and human trafficking or other labour rights, prevention of fraud, bribery and corruption, racketeering, money laundering, terrorism, product security or product safety) and will not cause AstraZeneca to be in breach of same,

5.1.1.2 ethical standards that are consistent with AstraZeneca's Code of Conduct For Third Parties, which may be found at: https://www.astrazeneca.com/content/dam/az/PDF/Sustainability/ Code-of-conduct-for-third-parties.pdf, as amended from time to time;

5.1.2 will work transparently and disclose Sustainability-related information to enable AstraZeneca to fulfil reporting requirements under relevant laws and to deliver its Sustainability goals and targets as set out at: https://www.astrazeneca.com/sustainabilit y.html;

5.1.3 will proactively improve its performance in terms of Sustainability and in compliance with AstraZeneca's Code of Conduct for Third Parties and will engage its own Affiliates, subcontractors, consultants, agents and employees to adopt Sustainability practices;

5.1.4 if required by AstraZeneca in writing , no later than 6 months after the effective date of the Contract, at its own cost provide AstraZeneca with a current and valid environmental, social and governance ("**ESG**") rating report provided by a globally recognised external organisation (e.g. EcoVadis or equivalent);where Seller's ESG rating is below 45 on EcoVadis or equivalent, will undertake, at its own expense, all reasonable measures for improvement

5.1.5 it will, no later than six (6) months after the Effective Date, at its own cost commit to Science Based Targets initiative ("SBTi") through its adherence, or the adherence of its Affiliate (if applicable), to the SBTi target setting process by, either: (i) submitting, at minimum, a near-term target through the streamlined SME target validation route, if eligible; or (ii) submitting a letter to SBTi establishing its commitment to set, at minimum, a near-term science-based target and will within twelve (12) months of such submission develop an emissions reduction target in line with the SBTi criteria and submit its target to SBTi for official validation;

5.1.6 should Seller's organisation structure change such that it is no longer covered under its Affiliate's commitment to SBTi, it will, no later than two (2) months after the organisational structure change, commit to SBTi through adherence to the SBTi target setting process by either of the two routes provided in Condition 5.1.5;

5.1.7 it will reduce its use of non-renewable and non-recyclable resources and the emission of Green House

Gasses from its own operations and its supply chain during the Term and will by 31 December 2030 have reduced its aggregate Scope 1 Emissions, Scope 2 Emissions and Scope 3 Emissions of Green House Gasses per unit of supplies by no less than 50% ("**GHG Reduction Target**") from (i) Seller's publicly-reported baseline data on its emissions of Green House Gasses if Seller has reported at or before the Effective Date; or (ii) the first year that Seller publicly reports a baseline;

5.1.8 it will provide AstraZeneca with its workforce and procurement policies on inclusion and diversity, consistent with Applicable Laws. Where no such policies exist, Seller commits to establish and share such policies with AstraZeneca no later than twelve (12) months after the Effective Date of the Contract. Seller will also commit to a supplier inclusion program that provides equal opportunities to small subcontractors in its supply chain where such opportunities exist, and in compliance with Applicable Laws;

5.2 Seller represents, warrants and undertakes that it will not directly or indirectly give, offer, promise, request, agree to receive, or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of AstraZeneca.

5.3 Where AstraZeneca requires key performance indicators ("**KPIs**") to monitor and improve Seller's ESG rating, Seller undertakes to agree KPIs to help scale up positive changes and time-bounded improvements in-line with AstraZeneca's global Sustainability commitments.

5.4 Without prejudice to AstraZeneca's other rights and remedies, any breach of **Conditions 5.1** and **5.2** will be a material breach of the Contract that cannot be remedied and AstraZeneca will be entitled to terminate the Contract in accordance with **Condition 13 (Termination)**.

5.5 Audit Rights. AstraZeneca may reasonably request audits of Seller's or its Affiliates' premises, sites and records to verify Seller's compliance with these Conditions and appropriate ethical standards. Where AstraZeneca requires the audit to be undertaken by a designated third party, Seller will arrange and pay the fees of the designated third party for such audit. Any audit report generated will be the property of Seller, provided that AstraZeneca will be entitled to review such audit report and all supporting documents.

5.6 Trade Controls. Seller shall comply with, and retain responsibility for its compliance with, all applicable Trade Control Laws. The Seller represents and warrants that neither it nor any of its subsidiaries or Affiliates, or to the knowledge of the Seller, any director, officer or employee of the Seller or of any of its subsidiaries or Affiliates is a Sanctions Restricted Person or subject to any investigation relating to potential violations of Trade Control Laws. In accordance with **Condition 13 (Termination)**, AstraZeneca will be entitled, at its sole discretion, to suspend its obligations under, or terminate these Conditions without any liability to the Seller and with immediate effect in the event that:

5.6.1 in its reasonable opinion the Seller has breached this **Condition 5.6**; or,

5.6.2 as a result of changes from time to time in Trade Control Laws the continued performance of the Seller's obligations or exercise of its rights under these Conditions could result in a Party or its subsidiaries or Affiliates being in violation of, or subject to negative consequences under, Trade Control Laws.

6. INSPECTION AND TESTING

6.1 AstraZeneca may inspect and test the Goods and/or Services at any time prior to delivery to AstraZeneca.

6.2 If the results of such inspection or testing cause AstraZeneca to reasonably believe that the Goods and/or Services do not conform, or are unlikely to conform, to any of the provisions of the Contract, AstraZeneca will inform Seller and Seller will promptly ensure conformity (including an obligation to provide replacement Goods and/or Services that conform to the Contract) and, in addition, AstraZeneca will have the right to require and participate in further testing and inspection.

6.3 Seller remains fully responsible for the Goods and/or Services and any such inspection or testing will not diminish or otherwise affect Seller's obligations under the Contract.

7. INDEMNITY AND INSURANCE

7.1 Indemnity. Seller will indemnify AstraZeneca in full and on demand against all actions, suits, liabilities, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by AstraZeneca, or for which AstraZeneca may be liable to any third party, due to, arising from or in connection with:

7.1.1 negligent or willful acts or omissions of Seller, its employees, agents or subcontractors in supplying or installing the Goods or performing the Services;

7.1.2 breach of the Contract by Seller, its employees, agents or subcontractors;

7.1.3 any defect in the Goods or their packaging; and,

7.1.4 any infringement or alleged infringement of Intellectual Property Rights for or relating to the Goods or the Services unless caused by AstraZeneca's fraud or negligence.

7.2 Insurance. Subject to any provision requiring specific insurance to be taken out in the Purchase Order, Seller will maintain at its own expense appropriate insurance coverage with limits typical to its industry and shall provide proof of such coverage upon request.

8. **DELIVERY/PERFORMANCE**

8.1 The Goods will be marked, packed and secured as per AstraZeneca's instructions and Applicable Laws, ensuring safe delivery in a good condition. Seller will off-load the Goods as directed by AstraZeneca.

8.2 The Goods must be delivered or the Services performed at the time or within the period specified in the Contract or, within twenty-eight (28) days of the date of the PO if no date is specified.

8.3 The Goods will be delivered under DAP (Delivered at Place) Incoterms 2020, to the location specified by AstraZeneca, unless an alternative Incoterm is specified in the PO. Delivery of the Goods will occur when they have been off-loaded at the delivery address. If there is a conflict between DAP Incoterms 2020 and these Conditions, these Conditions will prevail.

8.4 Seller will invoice AstraZeneca following delivery of the Goods to AstraZeneca in accordance with **Conditions 8.1, 8.2 and 8.3**.

8.5 Each delivery must include a delivery note with the Purchase Order number, date of order, number of packages, contents, and the remaining balance if it is a partial delivery.

8.6 Time is of the essence for delivery of the Goods and performance of the Services.

8.7 Unless AstraZeneca decides otherwise, deliveries will only be accepted during normal business hours in the place where the Goods are being delivered and/or the Services are being performed.

8.8 Where AstraZeneca agrees in writing to accept delivery by instalments, the Contract will be construed as a single contract in respect of each instalment. Failure to deliver any one instalment will entitle AstraZeneca at its option to treat the whole Contract as repudiated.

8.9 If AstraZeneca receives more Goods than ordered, AstraZeneca does not have to pay for the excess, and they shall remain at Seller's risk and cost.

9. **RISK/PROPERTY**

The Goods will remain at Seller's risk until delivery to AstraZeneca is complete (including off-loading and stacking) when, without prejudice to AstraZeneca's rights of rejection under the Contract or by law, ownership of and risk in the Goods will pass to AstraZeneca.

10. **PRICE AND PAYMENT**

10.1 The price of the Goods and/or Services will be stated in the Purchase Order, and, unless AstraZeneca otherwise agrees in writing, will be exclusive of value-added tax ("**VAT**"), but inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to AstraZeneca and any duties, taxes, imposts or levies.

10.2 AstraZeneca will pay the price of the Goods or for performance of Services by electronic means within sixty (60) days following receipt of the undisputed, relevant invoice (which will include the Purchase Order number and other details requested by AstraZeneca), unless stated otherwise in the Purchase Order. The payment will only cover the costs mentioned in the PO and AstraZeneca will not be liable for the costs of other goods or services unless agreed upon by the Parties in writing.

10.3 Seller:

10.3.1 must use AstraZeneca's Electronic Transaction Program for all invoices and credit notes. AstraZeneca will indicate the Electronic Transaction Program applicable to each invoice and only valid invoices or credit

notes submitted through such Electronic Transaction Program will be considered received by AstraZeneca. Participation includes the preparation and regular maintenance of electronic catalogues, electronic transmission of Purchase Orders, and will allow Seller to create and submit invoices and/or credit notes electronically. Seller will provide the required data and designate a representative to assist in ensuring implementation and maintenance of the Electronic Transaction Program.

10.3.2 acknowledges and agrees that the following will apply to all payments made by AstraZeneca:

10.3.2.1 Each invoice or credit note must: (i) comply with Applicable Law, the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; (ii) document the different goods and/or services within the invoice; (iii) not duplicate a pre-existing invoice or credit note for the relevant goods or services; (iv) contain full details of AstraZeneca's or its Affiliate's legal name, address and indirect tax ID number (if applicable); and (v) be raised by Seller, unless otherwise agreed in writing; and

10.3.2.2 Credit notes must correct invoices and provide full details of the error being corrected and the invoices affected.

10.3.2.3 AstraZeneca may reasonably reject any invoice or credit note that does not meet the requirements set out in this **Condition 10.3**.

10.4 AstraZeneca reserves the right to set off any amount owing at any time from Seller to AstraZeneca against any amount payable by AstraZeneca to Seller under the Contract.

10.5 AstraZeneca will pay any VAT subject to receipt of a valid VAT invoice.

10.6 If AstraZeneca fails to pay within fourteen (14) days after payment is due and after Seller's written reminder, then Seller may charge interest on the overdue sum at an amount equal to the lower of: (i) 200 basis points per annum above the European Central Bank's main refinancing rate from time to time; or (ii) the maximum rate permitted under Applicable Law, from the due date until the date of payment. Interest will not be charged on any disputed sums.

10.7 No payment made by AstraZeneca will constitute acceptance or approval by AstraZeneca of the Goods or Services or otherwise prejudice any rights or remedies which AstraZeneca may have against Seller including the right to recover any amount overpaid or wrongfully paid to Seller.

11. **CONFIDENTIALITY**

Each Party (the "**Recipient**") will, during the Contract term, and for five (5) years after termination or expiry of the Contract, keep in strict confidence all Confidential Information disclosed by the other Party (the "**Discloser**") and any other Confidential Information concerning the Discloser's business or products which the Recipient may obtain. The Recipient will restrict disclosure of such Confidential Information to such of its employees, agents or contractors as need to know the same for the purpose of performing the Recipient's obligations under these Conditions and will ensure that such employees, agents or contractors are subject to the same obligations of confidentiality as set out in herein.

12. **INTELLECTUAL PROPERTY**

12.1 All materials, equipment, tools, dies, moulds and any Intellectual Property Rights in all drawings, specifications, materials and data supplied by AstraZeneca to Seller will at all times be and remain AstraZeneca's exclusive property but will be held by Seller in safe custody at its own risk and maintained and kept in good condition until returned to AstraZeneca and will not be used, licensed, transferred, assigned or otherwise disposed of other than in accordance with AstraZeneca's written instructions. Such items will be returned to AstraZeneca on demand.

12.2 AstraZeneca will own (and Seller will procure that AstraZeneca will receive) all Intellectual Property Rights relating to any results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by Seller or any of its employees, agents or contractors whilst performing the obligations set out in the Contract. Seller will retain ownership of its background Intellectual Property Rights.

12.3 Seller will, at its own cost: (i) execute all such documents and do all such acts and things as AstraZeneca may request from time to time to secure AstraZeneca's full right, title and interest in the Intellectual Property Rights in the Goods and/or Services; and, (ii) procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) arising from in any and all Intellectual

Property Rights in the Goods.

12.4 Seller will comply with all copyrights in written material including computer software belonging to AstraZeneca or any third party and Seller will not make any unauthorised copies of such material or software.

13. **TERMINATION**

13.1 AstraZeneca may at any time and for any reason terminate the Contract, in whole or in part, by giving Seller written notice. Immediately following termination of the Contract, all work on the Contract will be discontinued and AstraZeneca will pay to Seller fair and reasonable compensation for work-in-progress at the time of termination, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any consequential loss.

13.2 AstraZeneca may, at any time by written notice to Seller, terminate the Contract immediately if:

13.2.1 Seller commits a material breach of any of the terms and conditions of the Contract and fails to remedy the breach (if capable of remedy) within thirty (30) days of a notice from AstraZeneca specifying the breach. Without limiting the previous sentence, Seller agrees that any breach of Condition 5 (Expectations of Third Parties) is a material breach of the Contract; or,

13.2.2 Seller is or becomes subject to liquidation, receivership, examinership, bankruptcy, administration, winding up or any analogous process; or,

13.2.3 Seller's financial position deteriorates to such an extent that (in AstraZeneca's opinion) Seller is incapable of fulfilling its obligations under the Contract.

13.3 Termination of the Contract, however arising, will be without prejudice to the rights of AstraZeneca which have accrued prior to termination. Terms or conditions set out in the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

14. **REMEDIES**

14.1 Without prejudice to any other right or remedy which AstraZeneca may have, if any Goods and/or Services are not supplied in accordance with, or Seller fails to comply with, any of the terms of the Contract, and whether any part of the Goods or Services have been accepted by AstraZeneca, AstraZeneca may (at AstraZeneca's entire discretion):

14.2 terminate the Contract (in whole or part) by giving written notice to that effect to Seller (Seller will refund any monies already paid by AstraZeneca under the Contract in relation to the Goods and/or Services that have not been delivered and/or performed); and/or,

14.3 reject the Goods or Services (in whole or in part) and, in the case of Goods, return them at Seller's risk and cost on the basis that a full refund for such Goods (including the costs of returning the Goods) will be paid immediately by Seller; and/or,

14.4 at AstraZeneca's option, require Seller either to remedy any defect in the Goods or Services or to replace Goods or Services at Seller's cost; and/or,

14.5 refuse to accept any further deliveries of the Goods or Services without any liability to Seller; and/or,

14.6 at Seller's cost, carry out any work necessary to make the Goods or Services comply with the Contract; and/or,

14.7 claim any and all liabilities, losses, damages, costs and expenses as may have been incurred by AstraZeneca in consequence of Seller's breaches of the Contract including in obtaining substitute goods from another supplier; and/or,

14.8 cancel any subsequent Purchase Orders without liability.

15. **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

15.1 Subject to **Condition 15.3**, each Party's maximum aggregate Liability under the Contract will be limited to the prices paid or payable by AstraZeneca under the Contract.

15.2 Subject to **Condition 15.3**, neither Party will have any Liability to the other for any:

15.2.1 loss of profit, loss of use, revenue, production, business, goodwill, reputation and/or opportunity;

15.2.2 liability of Seller to third parties;

15.2.3 loss of use or value or any data or software;

15.2.4 wasted management, operational or other time (in each case for **Conditions 15.2.1 to 15.2.3)** whether direct, indirect or consequential); or

15.2.5 indirect, punitive or consequential or special loss,

15.3 Nothing in these Conditions will operate to exclude or restrict any Liability of a Party:

15.3.1 that cannot be excluded or restricted in these Conditions in respect of death or personal injury resulting from negligence;

15.3.2 for its wilful misconduct, or fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable

15.3.3 for a breach of **Conditions 11, 12** and/or **21** or the Seller indemnity in **Condition 7.1.4**; or;

15.3.4 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

15 ASSIGNMENT, SUB-CONTRACTING AND THIRD PARTY RIGHTS

16.1 Seller will not assign, subcontract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without AstraZeneca's prior written consent.

16.2 AstraZeneca may assign, subcontract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any AstraZeneca Affiliate or any third party.

16.3 Subject to this Condition 16, these Conditions will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Condition 16 will be void and of no effect.

16.4 Except as expressly stated otherwise in these Conditions, a person who is not a Party to these Conditions has no right to enforce any of its terms and these Conditions are not intended to confer any rights on any third party, and any such rights are expressly excluded. If and to the extent any law could otherwise give a third party the right to enforce a term of these Conditions that law is disapplied to the fullest extent permitted. No consent of any third party is required to vary, rescind, or terminate these Conditions or any of their terms.

16.5 To the extent the Purchase Order is a subcontract under any prime contract between AstraZeneca and any government entity, Seller agrees to comply with the provisions of all Applicable Laws and flowdown clauses incorporated here by reference: https://www.astrazeneca.com/government-contract-t-cs.html

17 FORCE MAJEURE

AstraZeneca may defer the date of delivery or payment of the Goods or Services or to terminate the Contract or reduce the volume of the Goods or Services if its business is disrupted by circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

18 COMPLIANCE TRAINING

18.1 Seller will ensure that its employees, agents and subcontractors, who perform the Contract will successfully complete any required compliance training as directed by AstraZeneca prior to such performance.

18.2 Seller will appoint a senior management representative, or other responsible employee, as approved by AstraZeneca, responsible for ensuring that Seller's employees, agents and subcontractors, will have successfully completed the mandatory compliance training specified in this **Condition 18** and certifying completion, if requested by AstraZeneca.

18.3 If AstraZeneca reasonably considers that any employees, agents and subcontractors of Seller have failed to successfully complete the mandatory training required by this **Condition 18**, AstraZeneca may require Seller to substitute such personnel with others who have successfully completed the training.

19 ADVERSE EVENTS

If Seller become aware of any Adverse Event or other reportable safety information (with or without an

associated AE) involving any AstraZeneca product under these Conditions, they must collect and submit the appropriate information to AstraZeneca, within one Business Day from becoming aware. AstraZeneca is responsible for reporting AEs and other safety information to regulatory authorities.

20 NOTICES

Any notice or other communication will be in writing and will be deemed given as of (i) the date delivered if delivered by hand, or reputable courier service, (ii) the date sent if sent by email or such other recognised electronic platform (including DocuSign, Adobe Sign) (with transmission confirmed), (iii) the second Business Day (at the place of delivery) after deposit with an internationally recognised overnight delivery service, or (iv) the fifth (5th) Business Day after mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, addressed to the other Party at the addresses notified to the Party in writing. This Condition is not intended to govern day-to-day business communications.

21 CYBER SECURITY

21.1 Seller will maintain adequate administrative, technical, and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice.

21.2 Seller will comply with AstraZeneca's cyber security policy and standards, as may be updated from time to time.

21.3 Seller will notify AstraZeneca in writing about any security incident or cyberattack affecting or which may affect any IT infrastructure or data or facilities owned, leased or used by Seller, which may affect Seller's ability to supply Goods and/or Services or otherwise comply with its obligations under the Contract without undue delay and in any event within 24 hours after Seller becomes aware of or suspects that a security incident and/or cyberattack has occurred. Such notification will be sent by e-mail to the following e-mail address: SOCITSecurity@astrazeneca.com and immediately followed up by telephone to 0044 1625 513080.

22 GENERAL

22.1 AstraZeneca's rights and remedies under the Contract are in addition to any other AstraZeneca rights or remedies whether under the Contract or not.

22.2 If any Contract provision is held to be illegal, invalid, or unenforceable, in any respect, it will, to the extent of such illegality, invalidity, or unenforceability be deemed severable and the remaining Contract provisions will continue in full force and effect.

22.3 AstraZeneca's failure or delay in enforcing any Contract provision will not be considered as a waiver of AstraZeneca's rights.

22.4 Any waiver by AstraZeneca of any breach of, or any default under, any Contract provision by Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Contract terms.

22.5 The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter. Nothing in this **Condition 22.5** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

22.6 The Contract (and any issues, disputes or claims arising out of or in connection with it) will be governed by and construed in accordance with the laws of Ireland.

22.7 The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of Ireland.

AstraZeneca Pharmaceuticals (Ireland) DAC

November 2025