

AstraZeneca General Conditions of Contract – Australia
Standard Terms and Conditions for the Purchase of Goods and Services
(“Conditions”)

1. INTERPRETATION

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

“Applicable Law” means any law and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline, in each case which relates to the subject matter of these Conditions and/or AZ’s business or the business of any Affiliates and which is in force from time to time;

“Adverse Event” or **“AE”** means the development of any untoward medical occurrence (including minor occurrences) in a subject or clinical study subject which does not have a causal relationship with the treatment or medicinal product which may include any unfavourable and unintended sign (e.g. an abnormal laboratory finding), symptom (for example nausea, chest pain), or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product;

“Affiliate” means the holding company of a Party, any subsidiary of a Party, and any other subsidiary of a Party’s holding company and, in the case of AZ, includes Alexion Pharmaceuticals, Inc. and its subsidiaries;

“AZ” means AstraZeneca Pty Ltd or the AstraZeneca Affiliate purchasing Goods and/or acquiring Services from Seller;

“Business Day” means a day that is not a national, public or bank holiday or a Saturday or Sunday in NSW, Australia or the equivalent of a Saturday or Sunday as it is a formal non-working day in the country in which the relevant AZ Affiliate 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 including personal data, business information, customer information, technical or commercial know-how, specifications, inventions, processes or initiatives, technology and security information, and the terms of or subject matter of the Contract or any discussions or documents in relation to it;

“Contract” means the contract between AZ and Seller comprising: (i) the Purchase Order, (ii) these Conditions, and (iii) any other documents specified in these Conditions or the Purchase Order as forming part of the Purchase Order. In the event of conflict, these Conditions will take precedence;

“Goods” means any goods to be purchased by AZ 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 trade marks, registered designs, utility models, unregistered design rights, unregistered trade marks, 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, in each case in Australia and all other countries in the world and 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 AZ and Seller and **“Party”** will mean one of them;

“Person” means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government;

“Purchase Order” or **“PO”** means a Purchase Order with a unique number issued by AZ;

“Scope 1 Emissions” means such term as defined in the GHG Protocol accessible via: https://ghgprotocol.org/sites/default/files/standards/Corporate-Value-Chain-Accounting-Reporting-Standard_041613_2.pdf;

“Scope 2 Emissions” means such term as defined in the GHG Protocol accessible via: https://ghgprotocol.org/sites/default/files/standards/Corporate-Value-Chain-Accounting-Reporting-Standard_041613_2.pdf;

“Scope 3 Emissions” means such term as defined in the GHG Protocol accessible via: https://ghgprotocol.org/sites/default/files/standards/Corporate-Value-Chain-Accounting-Reporting-Standard_041613_2.pdf;

“Seller” means the Person, firm or company named as the seller in the Purchase Order;

“Services” means the services to be provided by Seller to AZ under the terms of the Contract;

“Small Business” has the meaning given in Condition 2.3.

“Specification” means the written technical or other requirements (if any) for the Goods and/or Services referred to in the Purchase Order;

“Sustainability” means commitment to (i) supporting AZ 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 in line with the science to limit global warming to <1.5°C, ensuring business operations remain resilient to the physical and transitional impacts posed by climate change, working to enhance the quality of the environment, avoiding the long-term depletion of natural resources, preventing pollution of the environment, including air, water and land, working towards a restorative approach by becoming more circular in the use of the planet's finite natural resources and supporting greater biodiversity; and (iii) protecting the health, safety, human rights and welfare of its customers, employees, local communities and partners, creating a positive societal impact and demonstrating ethical behaviour beyond its activities by promoting ethical, transparent, and inclusive policies; and

“**Waste**” means waste material in connection with manufacture, supply or handling of the Goods and any material carrying AZ’s name, insignia, symbol, trade mark, trade name, logotype or similar.

- 1.2 In these Conditions, references to any statute or statutory provision will be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.
- 1.3 If the Parties have entered into a separate master services agreement (or statement of work under a master services agreement) which is in full force and effect in relation to the Goods or Services, the terms of that master services agreement will apply and will take precedence over these Conditions.
- 1.4 Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. **APPLICATION OF TERMS**

- 2.1 These Conditions will govern the Contract to the entire exclusion of Seller’s terms or conditions. No terms or conditions endorsed upon, delivered with or contained in Seller's quotation, acknowledgement or acceptance of a Purchase Order, specification or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing will form part of the Contract and Seller waives any right which it otherwise might have to rely on such terms and conditions.
- 2.2 These Conditions apply to all Goods and/or Services which AZ purchases and any variation to these Conditions will have no effect unless expressly agreed in writing and signed by a duly authorised AZ representative. For the avoidance of doubt, the express terms of a validly executed Purchase Order will supersede the terms of this Contract to the extent the terms of the two agreements contradict.
- 2.3 AZ’s rights under these Conditions are in addition to any statutory terms implied under the Australian Consumer Law. Certain of these Conditions will only apply, or will apply differently, if Seller is a small business for the purposes of the definition of 'small business contract' pursuant to section 23 of the Australian Consumer Law ("**Small Business**").

3. **ACCEPTANCE**

- 3.1 The Contract for the supply of Goods and/or Services to AZ will be formed when AZ issues the Purchase Order to Seller.
- 3.2 No responsibility will be accepted for Goods delivered or work done on AstraZeneca's behalf unless a written Purchase Order for those Goods or Services has been issued by AstraZeneca.
- 3.3 AZ may, by giving written notice to that effect to Seller at least seven (7) days before the delivery date set out in the Purchase Order, vary the quantity or type of the Goods and/or Services ordered, the delivery date or address or the Specification ("**Change Request**").
- 3.4 Seller shall respond to any Change Request within three (3) days, unless Seller is a Small Business, in which case Seller shall respond to any Change Request within five (5) days.

3.5 If Seller considers that any of the proposed changes cannot be complied within the terms of this Contract, Seller shall immediately notify AZ and the parties will negotiate in good faith an equitable adjustment to the Purchase Order, including for the avoidance of doubt any changes to the price or payment terms, if the Change Request adversely affects Seller.

4. **QUALITY AND DESCRIPTION OF GOODS AND SERVICES**

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

4.1.1 conform as to quantity, quality and description with the particulars stated in the Contract;

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

4.1.3 meet the Purchase Order and the Specification in all respects;

4.1.4 be capable of any standard of performance specified in the Contract;

4.1.5 be of good and merchantable quality and fit for any purpose for which the Goods are acquired by AZ and in this respect AZ relies on Seller's skill and judgement; and

4.1.6 be new and not used by any other person (unless agreed in writing by AZ).

4.2 Without prejudice to any other rights or remedies of AZ (whether express or implied), if any Goods and/or Services fail to comply with this **Condition 4**, AZ will (whether or not the Goods and/or Services have been accepted) have any one or more of the remedies listed in **Condition 15 (Remedies)**.

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

4.3.1 by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance; and

4.3.2 in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

4.4 If the personnel identified by Seller become unavailable for whatever reason, except due to the fault of AZ, Seller undertakes to immediately procure replacement personnel to perform the Services to the same or higher standard immediately, with any additional costs to do so to be incurred at Seller's cost.

4.5 Seller represents, warrants and undertakes that it:

4.5.1 has all required capacity to enter into, and be bound by the obligations of, this Contract;

4.5.2 has not breached the terms of any purchase order between Seller and a third party as a result of entering into this Contract;

4.5.3 has title to provide the Goods free and clear of any lien or encumbrance;

- 4.5.4 has not, and 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.
 - 4.5.5 will ensure storage and handling of Waste in a manner which prevents unauthorised access and possible misuse and will maintain adequate controls for proper disposal of Waste.
 - 4.5.6 will not disclose AZ's pack security features or anti-counterfeit measures to any third party including to its suppliers and any authorised sub-contractors without AZ's prior written approval and any disclosure will be in the manner directed by AZ. Seller will, within twenty-four (24) hours from discovery, report any incident of breach of security relating to the Goods and/or Services which could adversely impact AZ's reputation or compromises integrity of the Goods and/or Services. Any breach of this Condition will be deemed a material breach of the Contract.
- 4.6 Seller represents, warrants and undertakes that the manufacture and sale of any Goods and/or provision of Services complies with Applicable Laws of the country(ies) of origin and destination, including those relating to manufacture, labelling, sale, transportation, importation, exportation and licensing.

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 all Applicable Laws and to ethical standards that are consistent with AZ's Global Standard: Expectations of Third Parties, a copy of which can be found at: <https://www.astrazeneca.com/content/dam/az/PDF/Sustainability/Expectations-of-Third-Parties.pdf>, as amended from time to time ("Supplier Expectations"), including the principles in section headed "Ethics" entitled "Anti-Bribery and Anti-Corruption" and the section headed "Human Rights and Labour";
 - 5.1.2 has read and received AZ's Code of Ethics, which can be found on www.astrazeneca.com or by clicking the "Resources" tab on: <https://www.astrazeneca.com/sustainability.html> ("Code of Ethics");
 - 5.1.3 will work transparently and disclose Sustainability-related information to enable AZ to fulfil reporting requirements under relevant laws and to demonstrate that Seller will enable AZ to deliver its Sustainability goals and targets as set out at: <https://www.astrazeneca.com/sustainability.html>;
 - 5.1.4 will take a proactive role and, wherever possible, act innovatively to improve its performance in terms of Sustainability and in compliance with Supplier Expectations and will engage its own Affiliates, subcontractors, consultants, agents and employees to adopt Sustainability practices;
 - 5.1.5 will, no later than 6 months after the effective date of the Contract, at its own cost provide AZ with a current and valid environmental, social and governance ("ESG") rating report provided by a globally recognised external organisation (e.g. EcoVadis or equivalent);

- 5.1.6 where Seller's ESG rating is below 45 on EcoVadis or equivalent, will undertake, at its own expense, all reasonable measures for improvement;
 - 5.1.7 will publicly report its environmental actions to CDP Climate (www.cdp.net) ("**CDP**") annually including all categories of Scope 3 Emissions which it assesses to have a material contribution;
 - 5.1.8 will commit to Science Based Targets initiative ("**SBTi**") through adherence to the SBTi target setting process by submitting a letter to SBTi no later than 6 months after the effective date of the Contract establishing its intent to set a science-based target and will within 24 months of such submission develop an emissions reduction target in line with the SBTi criteria and submit its target to SBTi for official validation;
 - 5.1.9 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 of the Contract 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 baseline reported to CDP if Seller has reported to CDP at or before the effective date of the Contract; or (ii) the first year that Seller reports to CDP;
 - 5.1.10 will, to the extent permitted by Applicable Law, provide diversity data on Seller's organisation and maximise inclusion of small and diverse-owned businesses where opportunities exist, including, for example, those owned by minorities or any others who are socially disadvantaged;
 - 5.1.11 will not take any action in breach of, or that will cause AZ to be in breach of any Applicable Laws for the prevention of fraud, bribery and corruption, racketeering, money laundering, terrorism, product security or product safety, including the *Crimes Act 1995* (Cth), the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (or equivalent in another applicable jurisdiction);
 - 5.1.12 will not offer, pay, request 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 AZ;
 - 5.1.13 will not take any action that will be in breach of, or cause AZ to be in breach of, any Applicable Laws related to modern slavery and human trafficking or other labour rights; and
 - 5.1.14 will not make or cause another to make any offer or payment to any individual or entity for the purpose of securing or facilitating forced labour or any other form of modern slavery and human trafficking.
- 5.2 Where AZ 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 AZ's global Sustainability commitments.
- 5.3 Without prejudice to AZ's other rights and remedies, any breach of **Condition 5.1** will be a material breach of the Contract that cannot be remedied and AZ will be entitled to terminate the Contract in accordance with **Condition 14 (Termination)**.

5.4 **Audit Rights.** Upon AZ's reasonable request, Seller will allow AZ or a designated third party to audit Seller's or its affiliated companies' premises, sites and records to verify Seller's performance and processes in relation to the maintenance of appropriate ethical standards, and compliance with the requirements of this Contract including this **Condition 5 (Expectations of Third Parties)** and **Condition 19 (Compliance Training)**. Where AZ requires the audit to be undertaken by a designated third party, Seller will arrange for the audit to take place and pay the fees of the designated third party for such audit. Any audit report generated will be the property of Seller, provided that AZ will be entitled to review such audit report and all supporting documents.

5.5 **Trade Controls.** Seller represents, warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of the Contract will not violate applicable embargo regulations. AZ has the right, at AZ's sole expense, to conduct screening checks of Seller, including verification of Seller's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that Seller is an international sanctioned party or is in violation of embargo regulations, AZ may terminate the Contract for breach as provided in **Condition 14 (Termination)** below.

6. MODERN SLAVERY

6.1 AZ expects its Sellers to prohibit the use of child, forced, bonded, indentured or involuntary labour, and embrace employment practices consistent with International Labour Organisation Conventions pertaining to forced labour. All work, including overtime work, must be voluntary and workers should be free to leave upon reasonable notice.

6.2 In performing its obligations under the Contract, Seller will, and will ensure that each of its subcontractors:

6.2.1 comply with all Applicable Laws, including but not limited to the *Modern Slavery Act 2018* (Cth); and

6.2.2 take reasonable steps to ensure that there is no modern slavery or human trafficking in Seller's or subcontractor's supply chains or in any part of their business.

6.3 Seller will provide such reporting and other information as may reasonably be required by AZ to enable AZ's own compliance with the laws and policies identified in this **Condition 6**.

6.4 Seller represents, warrants and agrees that neither it nor its officers, employees, agents or subcontractors:

6.4.1 have been convicted of any offence involving slavery and human trafficking; and

6.4.2 having made reasonable enquiries, to the best of its knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any government agency regarding any offence or alleged offence of, or in connection with, slavery and human trafficking.

6.5 Seller agrees to implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no slavery or human trafficking in its supply chains at <https://www.astrazeneca.com/sustainability/resources.html#global-policies-and-positions-0> as in force from time to time.

7. INSPECTION AND TESTING

- 7.1 AZ may inspect and test the Goods and/or Services at any time prior to delivery of the Goods and/or Services to AZ in accordance with any agreed specifications and testing manual.
- 7.2 If the results of such inspection or testing cause AZ 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, AZ will inform Seller and Seller will promptly take such action as is necessary to ensure conformity (including an obligation to provide replacement Goods and/or Services that conform to the Contract) and, in addition, AZ will have the right to require and participate in further testing and inspection.
- 7.3 Seller will remain 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.

8. INDEMNITY AND INSURANCE

- 8.1 Indemnity. Except where caused by AZ's fraud, negligence or wilful misconduct, Seller will indemnify AZ in full and on demand against all actions, suits, liabilities, claims (including claims by third parties), demands, costs, charges, damages, losses and expenses suffered or incurred by AZ, or for which AZ may be liable to any third party, due to, arising from or in connection with:
 - 8.1.1 the negligent or wilful acts or omissions of Seller, its employees, agents or contractors in supplying, delivering and installing the Goods or performing the Services;
 - 8.1.2 the breach of any Contract provision by Seller, its employees, agents or sub-contractors;
 - 8.1.3 any defect in the workmanship, materials or design of the Goods or their packaging; and
 - 8.1.4 any infringement or alleged infringement of Intellectual Property Rights for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any fraud or negligence by AZ.
- 8.2 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, to mitigate the liability of Seller under the Contract.

9. DELIVERY/PERFORMANCE

- 9.1 The Goods will be marked in accordance with AZ's instructions and any Applicable Laws and will be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances. Seller will off-load the Goods as directed by AZ.
- 9.2 The Goods will be delivered or the Services performed by Seller at the time or within the period specified in the Contract or, if no such date is specified, delivery/performance will take place within twenty-eight (28) days of the date of the Purchase Order.
- 9.3 Unless otherwise agreed in writing, all Goods are to be supplied, and the Seller to bear the cost of any freight, express or other transportation charges, to the delivery address.

- 9.4 The Goods will be delivered (DAP) Delivered at Place Incoterms 2020, at such place or point as AZ specifies, unless AZ specifies an alternative Incoterm in the PO. Delivery of the Goods will occur when they have been off-loaded at the delivery address. To the extent only of any inconsistency between DAP Incoterms 2020 and these Conditions, these Conditions will take precedence.
- 9.5 Seller will invoice AZ following delivery of the Goods or Services to AZ in accordance with **Conditions 9.1, 9.2 and 9.4.**
- 9.6 Seller will ensure that each delivery is accompanied by a prominently displayed delivery note which includes, the Purchase Order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 9.7 Time for delivery of the Goods and performance of the Services will be of the essence of the Contract.
- 9.8 Unless otherwise stipulated by AZ in the Purchase Order, deliveries will only be accepted by AZ during normal business hours in the place where the Goods are being delivered and/or the Services are being performed.
- 9.9 If the Goods are not delivered or the Services are not performed on time in accordance with **Condition 9.2**, through no fault of AZ, then, without prejudice to any other rights which it may have, AZ reserves the right to:
- 9.9.1 terminate the Contract immediately in whole or in part by giving written notice to that effect to Seller in which case, Seller will refund any monies already paid by AZ under the Contract in relation to the Goods and/or Services that have not been delivered and/or performed;
 - 9.9.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which Seller attempts to make;
 - 9.9.3 recover from Seller any and all liabilities, losses, damages, costs and expenses reasonably incurred by AZ as a result of Seller's failure to supply Goods and/or Services, including in obtaining substitute goods and/or services from another supplier; and
 - 9.9.4 cancel any subsequent Purchase Orders without liability.
- 9.10 If Seller requires AZ to return any packaging material to Seller, that fact must be clearly stated on any delivery note and any such packaging material will only be returned at Seller's cost.
- 9.11 Where AZ agrees in writing to accept delivery by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by Seller to deliver any one instalment will entitle AZ, acting reasonably, at its option to treat the whole Contract as repudiated in circumstances where the failure to deliver would have a significant impact on AZ's business.
- 9.12 If Goods are delivered to AZ in excess of the quantities ordered, AZ will not be bound to pay for the excess which will be and will remain at Seller's risk and will be returnable at Seller's cost.

10. **RISK/PROPERTY**

The ownership and risk of loss, damage or destruction of the Goods will remain with Seller until delivery to AZ is complete (including accepting, off-loading and stacking), without prejudice to AZ's rights of rejection under the Contract or by law.

11. PRICE AND PAYMENT

11.1 The price of the Goods and/or Services will be stated in the Purchase Order, and, unless AZ otherwise agrees in writing, will be exclusive of goods and services tax ("GST"), but inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to AZ and any duties, taxes, imposts or levies.

11.2 AZ will pay the price of the Goods or for performance of Services within seventy-five (75) days following receipt of the undisputed, relevant invoice (which will include the Purchase Order number and such other information as AZ may request), unless stated otherwise in the Purchase Order. AZ will be obligated to pay only the costs stated in the applicable Purchase Order and will in no way be considered liable for the costs of other goods or services unless agreed upon by the Parties in writing.

11.3 Electronic Transactions.

11.3.1 Seller will submit all invoices and any corresponding credit notes for each Purchase Order by email to the email address identified on the relevant Purchase Order. Only valid invoices or credit notes submitted to the email identified on the relevant Purchase Order will be considered received by AZ.

11.3.2 Seller acknowledges and agrees that the following will apply to all payments made under these Conditions and any Contract by AZ:

11.3.2.1 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 AZ's or the relevant AZ Affiliate's legal name, address and indirect tax ID number (if applicable); and (v) be raised by Seller in all circumstances, unless AZ and Seller mutually agree in writing to a self-invoicing scheme; and

11.3.2.2 Credit notes should be used to amend incorrect invoices and should provide full details of the error being corrected and the invoices affected.

AZ may reasonably reject any invoice or credit note that does not meet the requirements set out in this **Condition 11.3**.

11.4 Unless the Seller is a Small Business, AZ reserves the right to set off any amount owing at any time from Seller to AZ against any amount payable by AZ to Seller under the Contract. If Seller is a Small Business, AZ agrees that this Condition 11.4 does not apply.

11.5 AZ will pay any GST subject to receipt of a valid GST invoice.

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

- 11.7 Seller may issue an invoice for any Authorised Expenses. "Authorised Expenses" are expenses which are approved, in writing by AZ, prior to an invoice being issued.
- 11.8 AZ shall pay Seller the amount of any Authorised Expenses within 75 days of receiving an invoice for the Authorised Expenses or at any other time agreed in writing.
- 11.9 Seller acknowledges and accepts the rights of AZ to withhold any amount from any payments made to Seller under this Contract related to taxes, duties or other charges where AZ reasonably deems such withholding to be required under any applicable laws, regulations or rules.

12. **CONFIDENTIALITY**

Each Party (the "**Recipient**") will, during the Contract term, and for ten (10) years after termination or expiry of the Contract, keep in strict confidence all Confidential Information disclosed by the other Party (the "**Discloser**") or its agents 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 this **Condition 12**.

13. **INTELLECTUAL PROPERTY**

- 13.1 All materials, equipment, tools, dyes, moulds and any Intellectual Property Rights in all drawings, specifications, materials and data supplied by AZ to Seller will at all times be and remain AZ'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 AZ and will not be licensed, transferred, assigned or otherwise disposed of other than in accordance with AZ's written instructions, nor will such items be used otherwise than as authorised by AZ in writing. Such items will be returned to AZ on demand.
- 13.2 AZ will own (and Seller will procure at its own cost that AZ will receive) all rights to any 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.
- 13.3 Seller will, at its own cost: (a) execute all such documents and do all such acts and things as AZ may request from time to time to secure AZ's full right, title and interest in the Intellectual Property Rights in the Goods and/or Services; and (b) 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.
- 13.4 Seller will comply with all copyrights in written material including computer software belonging to AZ or any third party and Seller will not make any unauthorised copies of such material or software.

14. **TERMINATION**

- 14.1 AZ may, at any time by written notice to Seller, terminate the Contract immediately if:
 - 14.1.1 Seller is or becomes subject to an insolvency or winding up proceeding; or

- 14.1.2 Seller's financial position deteriorates to such an extent that (in AZ's opinion) Seller is incapable of fulfilling its obligations under the Contract.
- 14.2 A party may terminate this Contract immediately, by giving written notice, in the event that the other party commits a material breach of any of the terms and conditions of the Contract. Without limiting the previous sentence, Seller agrees that any breach of **Condition 5 (Expectations of Third Parties)** is a material breach of the Contract. Termination of the Contract, however arising, will be without prejudice to the rights of AZ 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.
- 14.3 The parties may mutually terminate the Contract upon agreement in writing. If the parties terminate the Contract pursuant to this condition **Error! Reference source not found.:**
- 14.3.1 the date of termination is the date agreed between the parties. If no date of termination was agreed, the Contract is terminated immediately upon agreement.
- 14.3.2 Seller will not be liable for the provision of any Goods or Services after the date of termination ("**Cancelled Goods or Services**").
- 14.3.3 AZ will not be liable for payment of any Cancelled Goods or Services or any loss or damage Seller suffers as a result of terminating the Contract in accordance with this condition **Error! Reference source not found..**

15. REMEDIES

- 15.1 Without prejudice to any other right or remedy which AZ 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 or not any part of the Goods or Services have been accepted by AZ, AZ may:
- 15.1.1 refuse to accept any further deliveries of the Goods or Services without any liability to Seller until **Condition 15.1.2** is satisfied;
- 15.1.2 give Seller the opportunity at their cost either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, within 30 days written notice of the defect or necessary work required to ensure that the terms of the contract are fulfilled.
- 15.2 If Seller fails to remedy any defect or carry out any other necessary work to ensure that the terms of the Contract are fulfilled pursuant to **Condition 15.1.2**, AZ may:
- 15.2.1 terminate the Contract (in whole or part) by giving written notice to that effect to Seller; and/or
- 15.2.2 reject the Goods or Services (in whole or in part) and, in the case of Goods, return them to Seller 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
- 15.2.3 at Seller's cost, carry out any work necessary to make the Goods or Services comply with the Contract; and/or

- 15.2.4 claim reasonable liabilities, losses, damages, costs and expenses as may have been incurred by AZ in consequence of Seller's breaches of the Contract including in obtaining substitute goods from another supplier; and/or
- 15.2.5 cancel any subsequent Purchase Orders without liability.

16. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 16.1 Subject to **Condition 16.3**, each Party's maximum aggregate Liability under the Contract whether in contract, tort (including negligence), statute or any other cause of action will, to the maximum extent permitted by law, and unless caused by that Party's fraud or wilful misconduct, be limited to the prices paid or payable by AZ under the Contract.
- 16.2 Subject to **Condition 16.3**, neither Party will have any Liability to the other for any:
 - 16.2.1 loss of profit;
 - 16.2.2 loss of use, loss of revenue, loss of production or loss of business, loss of goodwill, loss of reputation or loss of opportunity;
 - 16.2.3 liability of Seller to third parties;
 - 16.2.4 loss of use or value or any data or software;
 - 16.2.5 wasted management, operational or other time (in each case for **Conditions 16.2.1 to 16.2.5** whether direct, indirect or consequential); or
 - 16.2.6 indirect, punitive or consequential or special loss.
- 16.3 Nothing in these Conditions will operate to exclude or restrict any Liability of a Party:
 - 16.3.1 that cannot be excluded or restricted in these Conditions in respect of death or personal injury resulting from negligence;
 - 16.3.2 for its wilful misconduct, or fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
 - 16.3.3 for a breach of **Conditions 12, 13** and/or **22** or the Seller indemnity in **Condition 8.1.4**; or
 - 16.3.4 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

17. ASSIGNMENT, SUB-CONTRACTING AND THIRD PARTY RIGHTS

- 17.1 Seller will not assign, sub-contract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without AZ's prior written consent, which shall not be unreasonably withheld.

17.2 AZ will have the right to assign, sub-contract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any AZ Affiliate or any third party, without Seller's consent.

17.3 Subject to this **Condition 17**, 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 17** will be void and of no effect.

18. **FORCE MAJEURE**

18.1 AZ reserves the right to 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 ordered if it is prevented from or delayed in carrying on any part of its business due to 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.

18.2 Where Seller is a Small Business, Seller will not be in breach of these Conditions, and AZ may not enforce its rights under **Condition 8** where Seller's failure to supply the Goods or Services is a result of a Force Majeure Event.

19. **COMPLIANCE TRAINING**

19.1 Seller will ensure that all Seller's employees, agents and sub-contractors, if applicable who perform the Contract will successfully complete any required compliance training as directed by AZ prior to such performance.

19.2 Seller will designate one individual from its senior management, or other responsible employee, acceptable to and approved by AZ, who will be responsible for ensuring that Seller's employees, agents and subcontractors, if applicable, will have successfully completed the mandatory compliance training specified in this **Condition 19** and who will certify, if requested by AZ, that all such persons have successfully completed this mandatory compliance training prior to any involvement in the Contract.

19.3 If AZ reasonably considers that any employees, agents and sub-contractors of Seller have failed to successfully complete the mandatory training required by this **Condition 19**, AZ may require Seller to substitute such personnel with others who have successfully completed the training.

20. **ADVERSE EVENTS**

If, during the course of performing the Contract, Seller and/or its employees, become aware of an AE or other reportable safety information with or without an associated AE, involving any AZ Affiliate product that is the subject of these Conditions, Seller and its employees will collect and submit, within one Business Day from becoming aware, the appropriate information to AZ Affiliate in accordance with the AZ Affiliate policies, procedures, and any training provided by AZ Affiliate. AZ Affiliate is responsible for reporting AEs and other safety information to regulatory and government authorities.

21. **NOTICES**

Any notice or other communication to be given by either Party will be in writing and will be deemed given as of (a) the date delivered if delivered by hand, or reputable courier service, (b) the date sent if sent by email or such other recognised electronic platform (including DocuSign, Adobe Sign) (with transmission confirmed), (c) the second Business Day (at the place of delivery) after deposit with an internationally recognised overnight delivery service, or (d) 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 the day-to-day business communications.

22. **CYBER SECURITY**

- 22.1 Seller will maintain adequate administrative, technical, and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice.
- 22.2 Seller will comply with AZ's cyber security policy and standards, as may be updated from time to time.
- 22.3 Seller will notify AZ in writing about any security incident or cyber attack 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 cyber attack has occurred. Such notification will be, in the first instance, sent by e-mail to the following e-mail address: SOCITSecurity@astrazeneca.com and immediately followed up by telephone to 0044 1625 513080.

23. **GENERAL**

- 23.1 Each AZ right or remedy under the Contract is without prejudice to any other AZ right or remedy whether under the Contract or not.
- 23.2 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.
- 23.3 Failure or delay by AZ in enforcing or partially enforcing any Contract provision will not be construed as a waiver of any of its rights under the Contract.
- 23.4 Any waiver by AZ 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.
- 23.5 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 23.5** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 23.6 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 New South Wales, Australia.
- 23.7 The Parties irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

24. **DELIVERY INSTRUCTIONS**

24.1 All deliveries of two pallets or more must have an appointed time for receipt.

24.2 To arrange a delivery appointment please call the Purchasing contact as nominated on this document. Appointment should be made at least twenty four hours before the intended delivery. Deliveries of two or more pallets will not be accepted after 2.00pm and deliveries of two or more pallets **MUST** be booked in for delivery between 6.00am and 2.00pm. **NOTE** Maximum Height is 1180mm with **NO OVERHANG**.

24.3 Failure to comply with these instructions could lead to your delivery being refused.