

TERMS AND CONDITIONS

APPLICABILITY

These conditions govern the acquisition of all goods ("Goods") and services ("Services") by AstraZeneca Hong Kong Ltd. ("AstraZeneca") from any person ("Vendor").

These conditions apply to all AstraZeneca's purchases and may only be altered by written agreement signed by a duly authorised officer of AstraZeneca.

No responsibility will be accepted for goods delivered or work done on AstraZeneca's behalf unless a written purchase order ("Purchase Order") for those goods or services has been issued by AstraZeneca.

DELIVERY

The Goods shall 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. The Vendor shall off-load the Goods as directed by AstraZeneca.

Unless otherwise agreed in writing, all Goods are to be supplied carriage paid to the specified destination. AstraZeneca reserves the right to cancel all or any part of this Purchase Order if the delivery is not made within the specified period.

The Vendor shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

Unless otherwise stipulated by AstraZeneca in the Purchase Order, deliveries shall only be accepted by AstraZeneca in normal business hours.

If the Goods are not delivered or the Services are not performed on time then, without prejudice to any other rights which it may have, AstraZeneca reserves the right to:

cancel the Purchase Order, in whole or in part;

refuse to accept any subsequent delivery of the Goods or performance of the Services which the Vendor attempts to make;

recover from the Vendor any expenditure reasonably incurred by AstraZeneca in obtaining the Goods or Services in substitution from another supplier; and

claim damages for any additional direct costs, losses or expenses incurred by AstraZeneca which are attributable to the Vendor's failure to deliver the Goods or perform the Services on time.

Where AstraZeneca agrees in writing to accept delivery by installments the Purchase Order will be construed as a single contract in respect of each installment.

Nevertheless failure by the Vendor to deliver any one installment shall entitle AstraZeneca at its option to treat the whole Purchase Order as repudiated.

If Goods are delivered to AstraZeneca in excess of the quantities ordered, then AstraZeneca shall not be bound to pay for the excess, which will be and will remain at the Vendor's risk and will be returnable at the Vendor's cost.

RISK

The risk in the Goods passes to AstraZeneca upon delivery and acceptance.

CHANGES

AstraZeneca reserves the right to make changes to this Purchase Order. If any of the changes cannot be complied within the terms of this Purchase Order, the Vendor shall immediately notify AstraZeneca and negotiate for adjustment.

Only changes confirmed in writing by AstraZeneca are valid.

PERFORMANCE WARRANTIES

The Vendor warrants that:

All Goods will:

Comply with the description, specifications and prices stipulated or referred to in this Purchase Order.

Be free from defects in design, materials, workmanship and if installed by the Vendor, installation.

Be of good and merchantable quality and fit for the purpose for which the Goods are acquired by AstraZeneca.

Be new and not used by any other person (unless agreed in writing by AstraZeneca).

Comply with all statutory requirements and regulations related to the manufacture and sale of the Goods at the time when the same are supplied.

Correspond with any sample provided by the Vendor to AstraZeneca.

All Services will be performed by appropriately qualified and trained personnel with due care and skill. If the personnel identified by the Vendor become unavailable for whatever reason, then the Vendor undertakes to procure immediately replacement personnel to perform the Services to the same or higher standard.

All documentation supplied with Goods will be complete and accurate, in English and suitable and sufficient for use by AstraZeneca and its customers to enable them to operate and make full use of (and to maintain) the Goods.

INDEMNITY

The Vendor indemnifies AstraZeneca against all liabilities, expenses, losses, claims and costs, including legal fees and disbursements, of whatsoever kind that AstraZeneca may sustain or incur as a result, whether directly or indirectly, of:

Any breach of these conditions;

Any negligence or willful misconduct of the Vendor or its officers, employees, agents or subcontractors;

Any defect in the workmanship, materials or design of the Goods or their packaging, and

Any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods or the Services, unless such infringement has occurred directly as a result of any specification supplied by AstraZeneca.

GOVERNING LAW

These conditions are governed by the laws of Hong Kong

PAYMENT AND PRICE

The price and payment terms will be as stated on the Purchase Order.

ANTI-CORRUPTION LAWS

You shall ensure that neither you nor any of your officers, employees, directors, consultants, agents, representatives or sub-contractors (i) take any action which could render any AstraZeneca group company liable under the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or any other Applicable Laws and Regulations for the prevention of fraud, corruption, racketeering, money laundering and/or terrorism or (ii) cause any employee of an AstraZeneca group company to be in violation of the AstraZeneca Code of Conduct available at www.astrazeneca.com/expectationsofsuppliers, as in force from time to time.

CONFIDENTIALITY

The Vendor shall, during the term of the Purchase Order and for a period of five years thereafter, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Vendor by AstraZeneca or its agents and any other confidential information concerning AstraZeneca's business or its products which the Vendor may obtain and the Vendor shall restrict disclosure of such confidential material to such of its employees, agents or contractors as need to know the same for the purpose of discharging the Vendor's obligations to AstraZeneca and shall ensure that

such employees, agents or contractors are subject to like obligations of confidentiality as bind the Vendor.

INTELLECTUAL PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by AstraZeneca to the Vendor shall at all times be and remain the exclusive property of AstraZeneca but shall be held by the Vendor in safe custody at its own risk and maintained and kept in good condition until returned to AstraZeneca and shall not be disposed of other than in accordance with AstraZeneca's written instructions, nor shall such items be used otherwise than as authorised by AstraZeneca in writing.

AstraZeneca shall own (and the Vendor shall procure that AstraZeneca shall receive) all rights to any intellectual property relating to any results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by the Vendor or any of its employees, agents or contractors whilst performing the obligations set out in the Purchase Order.

The Vendor will observe all copyright in written material including computer software belonging to AstraZeneca or any third party and the Vendor will not make any unauthorized copies of such material or software.

TERMINATION

AstraZeneca may at any time and for any reason terminate the Purchase Order in whole or in part by giving the Vendor written notice whereupon all work on the Purchase Order shall be discontinued and AstraZeneca shall pay to the Vendor fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of profits or any consequential loss.

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

FORCE MAJEURE

AstraZeneca reserves the right to defer the date of delivery or payment or to cancel the Purchase Order or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of AstraZeneca including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, 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.

