

**AstraZeneca General Conditions of Contract – India  
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 India Private Limited or the AstraZeneca Affiliate purchasing Goods and/or acquiring Services from Seller.

**"Business Day"** a day that is not a national, public or bank holiday or a day which is not free from work in India or 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.

**"Electronic Transaction Program"** means AZ'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 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](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, in each case in the United Kingdom 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](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](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](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.

**“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 Gas 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, trademark, 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 service (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 preceding without limitation and accordingly will not limit the meaning of the words 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 authorized AZ representative.

2.3 AZ’s rights under these Conditions are in addition to the statutory terms implied by the Applicable Law.

## **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 AZ may, by giving written notice to that effect to the 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.

#### **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; and

4.1.5 be fit for any purpose indicated in the Contract or held out by Seller or made known to Seller (either expressly or by implication) and in this respect AZ relies on Seller's skill and judgement.

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 14 (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 any key personnel identified by Seller become unavailable for whatever reason, Seller undertakes to procure replacement key personnel to perform the Services to the same or higher standard immediately.

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 ensure storage and handling of Waste in a manner which prevents unauthorized access and possible misuse and shall maintain adequate controls for proper disposal of Waste.

4.7 Seller will not disclose AZ's pack security features or anti-counterfeit measures to any third party including to its suppliers and any authorized 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.

4.8 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 and will perform the Contract and operate its business in compliance with AZ's Code of Ethics, which can be found on [www.astrazeneca.com](http://www.astrazeneca.com) or by clicking the "Resources" tab on <https://www.astrazeneca.com/sustainability.html> ("Code of Ethics");

1.1.1 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> ;

5.1.3 will take a proactive role and, wherever possible, act innovatively to improve its performance in terms of Sustainability and compliance with Supplier Expectations.

5.1.4 shall on request and at its own cost provide AZ with a current 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, then Seller will undertake, at its own expense all reasonable measures for improvement. If AZ requires, Key Performance Indicators (KPIs) and targets shall be set up to help scale up positive changes and time-bounded improvements in-line with AZ's global sustainability commitments.

1.1.2 where Seller's ESG rating is below 45 on EcoVadis or equivalent, will undertake, at its own expense, all reasonable measures for improvement.

1.1.3 work towards setting Sustainability goals, publicly reporting its environmental actions to CDP Climate ([www.cdp.net](http://www.cdp.net)) ("CDP") annually including all categories of Scope 3 Emissions which it assesses ([www.cdp.net](http://www.cdp.net)) , committing to have a material contribution; 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;

1.1.4 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;

5.1.6 will, to the extent permitted by Applicable Law, provide diversity data on Seller’s organisation and maximize inclusion of small and diverse-owned businesses where opportunities exist, including, for example, those owned by minorities or any others who are socially disadvantaged.

5.1.7 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 in <https://www.astrazeneca.com/sustainability.html>;

5.1.8 will not take any action 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 US Foreign Corrupt Practices Act and the UK Bribery Act (or equivalent in another applicable jurisdiction);

5.1.9 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.

5.1.10 will not take any action that will cause AZ to be in breach of any Applicable Laws related to modern slavery and human trafficking or other labour rights; and

5.1.11 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.

1.2 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.

5.2 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 13 (Termination).

### *5.3 Monitoring & Audit*

a) For the Term and three (3) years thereafter, the Service Provider shall, for the purpose of auditing, ascertaining and monitoring its performance of this Agreement including verification of Service Provider's compliance with: (i) the representations, warranties and undertakings in clause 15 involving maintenance of appropriate ethical standards; (ii) requirements regarding Service Provider’s computer system procedures and supporting IS/IT systems; (iii) applicable AstraZeneca

policies and standards; and (iv) Record requirements under this Agreement, grant (or procure the grant) to AstraZeneca, its Affiliates, any auditors of any of them and any Regulatory Authority the right of access to any premises, facilities, systems, books and Records of the Service Provider, its Affiliates or any Sub-Service Providers used in connection with this Agreement, together with a right to access personnel and records that relate to this Agreement ("Audit"). To the extent that any Audit or any audit, inspection or review under any other provision of this Agreement by AstraZeneca requires access and review of any Commercially Sensitive Information of the Service Provider, its Affiliates or any Sub-Service Providers, such activity shall be carried out by a non-Affiliate third party professional advisor appointed by AstraZeneca, and such professional advisors shall only report back to AstraZeneca such information as is directly relevant to informing AstraZeneca on the Service Provider's compliance with the particular provisions of the Agreement being audited, reviewed or inspected.

b) The Service Provider shall provide or procure all co-operation and assistance during normal working hours reasonably required by AstraZeneca for the purposes of an Audit. AstraZeneca shall procure that any auditor enters into a confidentiality agreement equivalent to clause 11 in all material respects. AstraZeneca shall instruct any auditor or other Person given access in respect of an Audit to cause the minimum amount of disruption to the business of the Service Provider and its Affiliates and to comply with relevant building and security regulations.

c) AstraZeneca has policies and procedures in place to monitor and review performance by its third-party Service Providers. The Service Provider shall cooperate with AstraZeneca in relation to such monitoring and review and shall supply all information relating to this Agreement reasonably required by AstraZeneca (or its Auditors in the case of Commercially Sensitive Information).

d) The Parties shall bear their own costs of an Audit or rendering assistance under this clause.

e) Service Provider shall promptly inform AstraZeneca if any governmental or regulatory authority takes, or gives notice of its intent to take, legal or regulatory action alleging improper or inadequate practices in the performance of the Services or potentially impacting performance of the Services. Service Provider shall promptly inform AstraZeneca of the findings of any such action or inspection by a governmental or regulatory authority that may have an impact on the performance of Services or the manufacture of AstraZeneca products and any related quality systems.

5.4 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 13 (Termination) below.

## **6. INSPECTION AND TESTING**

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

6.2 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.

6.3 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.

## **7. INDEMNITY AND INSURANCE**

7.1 Indemnity. Seller will indemnify AZ in full and on demand against all actions, suits, liabilities, claims, 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:

7.1.1 the negligent or willful acts or omissions of Seller, its employees, agents or contractors in supplying, delivering and installing the Goods or performing the Services.

7.1.2 the breach of any statutory duty or the terms of the Purchase Order by Seller, its employees, agents or sub-contractors.

7.1.3 any defect in the workmanship, materials or design of 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 such infringement has occurred directly as a result of any fraud or negligence by AZ.

7.2 Insurance. Subject to any provision requiring specific insurance to be taken out in the Purchase Order, Seller shall maintain at its own expense appropriate insurance coverage with limits typical to its industry, to mitigate the liability of Seller under the Contract.

## **8. DELIVERY/PERFORMANCE**

8.1 Vendor shall provide the Services/deliver Goods in accordance with all SOPs, Good Industry Practice, all Applicable Laws and Regulations and using all reasonable skill, care and diligence. The Goods/Services provided are for the benefit of all members of the AZ Group.

8.2 The Vendor shall supply all Goods/Services to AZ in the manner and to the destination specified by AZ. Time is the essence of this contract. If Vendor fails to deliver Goods/Services on time then, without prejudice to any other rights which it may have, AZ, reserves the right to:

8.3 Cancel the Purchase order, in whole or part.

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

8.5 Recover from the Vendor any expenditure reasonably incurred by AZ in obtaining the Goods or Services in substitution from another supplier:

and

8.6 Claim damages for any additional direct costs, losses or expenses incurred by AZ which are attributable to the Vendor's failure to deliver the Goods or perform the Services on time including procuring the same from another supplier.

8.7 Vendor has and will maintain and comply with all consents, approvals and licenses necessary for it to enter into and perform under this PO at no additional cost to AZ.

8.8 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 case of part delivery, the outstanding balance remaining to be delivered. Vendor shall deliver goods to AZ on AZ working days (Monday to Friday) only between 8:00 am and 3:00 pm. Vendor shall insure the Goods in transit. AZ shall not be responsible for the Goods / Service rendered by Vendor in excess of PO. AZ shall return defective and the excess Goods at the cost of Vendor.

8.9 The Services, Goods, Results, Works and any other products under this PO Shall meet the applicable requirements and any other specifications provided in writing by AZ from time to time.

## **9. RISK/PROPERTY**

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

## **10. PRICE AND PAYMENT**

10.1 The price of the Goods and/or Services and applicable Goods and Service Tax ("GST") will be stated in the Purchase Order, and includes all charges for packaging, packing, carriage, insurance and delivery of the Goods to AZ and any duties, taxes, imposts or levies, unless otherwise specified.

10.2 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.

### ***10.3 Electronic Transactions.***

10.3.1 Seller will submit all invoices and any corresponding credit notes for each Purchase Order by email to the email address or physically to the address mentioned in the Invoicing guidelines as issued by AZ from time to time. Only valid invoices or credit notes submitted to the email address identified on the relevant Purchase Order will be considered received by AZ. Supplier can raise e-invoice (with QR code) if applicable and send it to AZ mail room

: [azipl-invoicemailroom@astrazeneca.com](mailto:azipl-invoicemailroom@astrazeneca.com) and copying the Business user without waiting for hard copy of the Original Tax invoice to be received by AZ. All the terms and conditions mentioned in the Invoicing guidelines as issued by AZ from time to time will be deemed to be part of the terms and conditions of this PO.

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

10.3.2.1 Each invoice or credit note must: (i) comply with Applicable Law; (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

10.3.2.2 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 10.3.

10.4 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.

10.5 AZ reserves the right to pay the GST amount subject to receipt of a valid GST invoice and reporting of the said invoice in GSTR 1 and 2B.

10.6 Notwithstanding any other provision of these conditions, where required by tax regulations, AZ may withhold applicable taxes from amounts payable.

10.7 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. CONFIDENTIALITY**

Each Party (the "Recipient") will, during the term of Purchase Order, 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") 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 11.

## **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 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 authorized by AZ in writing. Such items will be returned to AZ on demand.

12.2 AZ will own (and Seller will procure 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.

12.3 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.

12.4 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 unauthorized copies of such material or software.

### **13. TERMINATION**

13.1 AZ 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 AZ 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. If AZ has paid any amounts in advance, the Seller shall refund AZ those amounts which relate to that part of the services which have not been performed by the Vendor at the effective date of termination calculated on a pro-rata basis

13.2 AZ 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 AZ 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 an insolvency or winding up proceeding; or

13.2.3 Seller's financial position deteriorates to such an extent that (in AZ'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 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. REMEDIES**

14.1 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 any part of the Goods or Services have been accepted by AZ, AZ may (at AZ's entire discretion).

14.1.1 terminate the Contract (in whole or part) by giving written notice to that effect to Seller; and/or

14.1.2 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

14.1.3 at AZ's option, give Seller the opportunity at Seller's 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; and/or

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

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

14.1.6 claim any and all 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

14.1.7 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 AZ 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.

15.2.2 loss of use, loss of revenue, loss of production or loss of business, loss of goodwill, loss of reputation or loss of opportunity.

15.2.3 liability of Seller to third parties.

15.2.4 loss of use or value or any data or software.

15.2.5 wasted management, operational or other time (in each case for Conditions 15.2.1 to 15.2.5 whether direct, indirect or consequential); or

15.2.6 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 willful 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.

## **16. ASSIGNMENT, SUB-CONTRACTING AND THIRD-PARTY RIGHTS**

16.1 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.

16.2 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.

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.

## **17. FORCE MAJEURE**

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. COMPLIANCE TRAINING**

18.1 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.

18.2 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 18 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.

18.3 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 18, AZ may require Seller to substitute such personnel with others who have successfully completed the training.

## **19. 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.

## **20. CYBER SECURITY**

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

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

20.3 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 6 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](mailto:SOCITSecurity@astrazeneca.com) and immediately followed up by telephone to 0044 1625 513080. All Guidelines on CERT-In - Subsection (6) of 70B must be followed for Cyber Security.

## **21. GENERAL**

21.1 Each AZ right or remedy under the Contract is without prejudice to any other AZ right or remedy whether under the Contract or not.

21.2 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.

21.3 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.

21.4 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.

21.5 This 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 <https://www.astrazeneca.com/sustainability.html>; <https://www.astrazeneca.com/sustainability.html> as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

21.6 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 India.

21.7 The Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of India.

## **22. GOVERNING LAW & DISPUTE RESOLUTION**

22.1 The interpretation and construction of this Purchase Order shall be governed by the laws of India. Any dispute, controversy or claim arising out of or in connection with this terms & conditions of Purchase Order or the breach, termination or invalidity thereof ("Dispute"), shall be finally settled by arbitration in accordance with the (Indian) Arbitration and Conciliation Act 1996, to be conducted by Sole Arbitrator appointed mutually. The seat of arbitration shall be Bangalore or Chennai. The language to be used in the arbitral proceedings shall be English. The proceedings, including any outcome, shall be confidential. The Parties submit themselves to the exclusive jurisdiction of Courts at Bangalore.

AstraZeneca India Private Limited