

TERMS AND CONDITIONS 1. APPLICABILITY

1.1 These conditions govern the acquisition of all goods and services by AstraZeneca Pharmaceuticals Pakistan Private Limited from any person (Supplier) to the exclusion of any Supplier terms and conditions. These terms and conditions and any purchase order becomes a final and binding contract on the Supplier on receipt of the purchase order unless the Supplier sends a written notification of rejection of the purchase order to AstraZeneca within twenty-four (24) hours after receipt of the purchase order. The Supplier shall not commence with any work prior to receipt of a purchase order from AstraZeneca and AstraZeneca shall not be liable to the Supplier for payment of any work that has been performed prior to AstraZeneca issuing a purchase order.

1.2 These conditions apply to all AstraZeneca's purchases of the goods and services described in the purchase order to which these terms are attached and may only be altered by written agreement signed by a duly authorised officer of AstraZeneca.

1.3 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 of AstraZeneca.

2. DELIVERY

2.1 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 Supplier shall off-load the goods as directed by AstraZeneca.

2.2 Unless otherwise agreed in writing or if set out in the purchase order, all goods are to be supplied carriage paid to the specified destination.

2.3 The Supplier shall ensure that each delivery is accompanied by a delivery note that shows 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.

2.4 Unless otherwise stipulated by AstraZeneca in the purchase order, deliveries shall only be accepted by AstraZeneca during normal business hours.

2.5 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:

2.5.1 cancel the purchase order in whole or in part;

2.5.2 refuse to accept any subsequent delivery of the goods or performance of the services which the Supplier attempts to make;

2.5.3 recover from the Supplier any expenditure reasonably incurred by AstraZeneca in obtaining the goods or services in substitution from another supplier; and

2.5.4 claim damages for any additional direct costs, losses or expenses incurred by AstraZeneca which are attributable to the Supplier's failure to deliver the goods or perform the services on time.

2.6 Nevertheless, failure by the Supplier to deliver any one instalment shall entitle AstraZeneca at its option to treat the contract as repudiated.

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

3. RISK

3.1 The risk in the goods passes to AstraZeneca upon delivery and acceptance, as per these terms and conditions.

4. CHANGES

4.1 AstraZeneca reserves the right to make changes to this purchase order. If the Supplier cannot comply with such changes, the Supplier shall immediately notify AstraZeneca and negotiate for adjustment.

4.2 Only changes confirmed in writing by AstraZeneca are valid.

5. PERFORMANCE WARRANTIES

5.1 The Supplier warrants that:

a) All goods will:

(i) Comply with the description, specification and prices stipulated or referred to in this order.

(ii) Be free from defect in design, materials, workmanship and if installed by the vendor, installation.

(iii) Be of good and merchantable quality and fit for the purpose for which the goods are acquired by AstraZeneca.

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

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

(vi) Correspond with any sample provided by the Supplier to AstraZeneca.

- b) 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.
- c) All services will be performed by appropriately qualified and trained personnel with due care and skill. If the personnel identified by the Supplier become unavailable for whatever reason, the Supplier undertakes to procure replacement personnel to perform the services to the same or higher standard immediately.

6. INDEMNITY

6.1 The Supplier indemnifies AstraZeneca against all liabilities, expenses, losses, claims and costs including legal fees and disbursements of what so ever kind that AstraZeneca may sustain or incur as a result, whether directly or indirectly, of: a) Any breach of these conditions.

- b) Any negligence or willful misconduct of the vendor or its officers or employees.
- c) 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.

7. PAYMENT AND PRICE

7.1 The price and payment terms will be as stated on the purchase order.

7.2 The Supplier shall quote the purchase order number on its invoice(s). AstraZeneca shall have no obligation to pay for any goods or services rendered unless the Supplier has received a purchase order for such goods and / or services.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 The Supplier shall, during the provision of the services and for a period of five years thereafter, keep strictly confidential all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by AstraZeneca or its agents, and any other confidential information concerning AstraZeneca's business or its products which the Supplier may obtain, and the Supplier 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 Supplier's obligations to AstraZeneca, and shall ensure that such employees, agents or contractors are bound by the same confidentiality obligations.

8.2 Supplier undertakes to comply with any applicable law or relevant regulations on data protection and shall obtain appropriate written consent when collecting personal data of any individual for the purposes of this purchase order.

9. INTELLECTUAL PROPERTY

9.1 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 Supplier shall at all times be and remain the exclusive property of AstraZeneca but shall be held by the Supplier 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.

9.2 AstraZeneca shall own (and the Supplier 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 Supplier or any of its employees, agents or contractors whilst performing the obligations set out in the contract.

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

10. TERMINATION

10.1 AstraZeneca may at any time and for any reason terminate this contract in whole or in part by giving the Supplier written notice whereupon all work on the contract shall be discontinued and AstraZeneca shall pay to the Supplier 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.

10.2 Termination of the contract, 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 the enforceable notwithstanding termination.

11. FORCE MAJEURE

11.1 AstraZeneca reserves the right to defer the date of delivery or payment or to cancel the contract 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 Gods, governmental actions, war or

national emergency, riot, civil 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.

12. EXPECTATION OF THIRD PARTIES SUPPLIERS

- 12.1 Supplier recognises AstraZeneca's commitment to working only with suppliers who embrace standards of ethical behaviour that are consistent with AstraZeneca's Global Standard: Expectations of Third Parties(<https://www.astraZeneca.com/content/dam/az/our-company/Documents/Global-Standard-Expectations-of-Third-Parties.pdf>) , as amended from time to time, in particular those principles in Section 1 entitled "Anti-Bribery and Anti-Corruption".
- 12.2 Supplier represents and warrants and undertakes that Supplier:
- 12.2.1 Will perform this contract and operate its business in compliance with all applicable laws and regulations to ethical standards that are consistent with AstraZeneca's Global Standard: Expectations of Third Parties, as amended from time to time, in particular those principles in Section 1 entitled "Anti-Bribery and Anti-Corruption;"
- 12.2.2 Will not: (a) take any action that will cause any AstraZeneca group company to be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act, and (b) offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for AstraZeneca's benefit;
- 12.2.3 shall ensure that its affiliated companies shall perform its contract(s) with AstraZeneca or any AstraZeneca group company and operate their business in compliance with all applicable laws and regulations and in a manner consistent with AstraZeneca's Global Standard: Expectations of Third Parties, as amended from time to time, and in particular those principles in Section 1 entitled "Anti-Bribery and Anti-Corruption;" and
- 12.2.4 shall cause its suppliers and sub-contractors to operate their business in compliance with all applicable laws and regulations and in a manner consistent with AstraZeneca's Global Standard: Expectations of Third Parties, as amended from time to time, and in particular those principles in Section 1 entitled "Anti-Bribery and Anti-Corruption".
- 12.3 In the event that Supplier fails to meet or maintain such ethical standards, the parties shall agree upon what measures should be taken by Supplier to improve Supplier's performance. If the Parties are unable to agree upon an improvement plan or Supplier does not implement the improvement plan within an agreed reasonable timescale (not to exceed twelve (12) calendar months), AstraZeneca shall be entitled to terminate this contract with immediate effect and be relieved of any obligations under these terms and conditions.
- 12.4 Supplier agrees that any material breach or violation by Supplier of the above representations, warranties and undertakings shall give AstraZeneca the right to terminate this contract with immediate effect and be relieved of any obligations under this contract.

13. AUDIT RIGHTS

Upon AstraZeneca's reasonable request, Supplier shall allow AstraZeneca or a designated third party to audit Supplier's premises, sites and records to verify Supplier's performance and processes in relation to the maintenance of appropriate ethical standards, in accordance with the requirements of these terms and conditions.

14. GOVERNING LAW

- 14.1 The conditions are governed by the laws of Pakistan.