



**Standard Terms and Conditions for the Purchase of Goods and Services  
("Conditions")**

## 1. APPLICATION OF TERMS

These Conditions are to be read in conjunction with the purchase order between the distributor/agent identified in the Purchase Order (hereinafter referred to as "**Recipient**"), acting for and on behalf of Astrazeneca UK Limited as identified in the Purchase Order (hereinafter referred to as "**Associated Company**") and the supplier identified in the Purchase Order (hereinafter referred to as "**Seller**") and shall unless superseded by a separate agreement executed between the Parties, govern the relationship to the entire exclusion of the Seller's terms or conditions. For the avoidance of doubt, no terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, Specification or similar document will form part of this Contract, and Seller waives any right which it otherwise might have to rely on such terms and conditions.

## 2. INTERPRETATION

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

**"Affiliate"** means, with respect to a Party, any person that controls, is controlled by or is under common control with the Party. For purposes of this definition only, "control" means: (i) to possess, directly or indirectly, the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such Person, or (iii) in the case of a partnership, control of the general partner.

**"Contract"** means shall mean these Conditions, the Purchase Order, quotations and any Specifications or similar document attached to or form part of the Purchase Order.

**"Goods"** means any goods (or any part or parts thereof) agreed in the Purchase Order to be purchased by Recipient from the Seller;

**"Parties"** means Recipient and the Seller and **"Party"** shall 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.

**"Personal Data"** means any information relating to an identified or identifiable natural person who can be identified directly or indirectly and in particular includes but is not limited to the following information about a living individual: first and last name, age, date of birth, gender, address, contact information, government-issued identifiers (such as passport and social security numbers), or any specific physical, health related, physiological, genetic, mental, economic, cultural or social information about that natural person.

**"Purchase Order"** or **"PO"** shall mean a purchase order containing a unique number sent by Recipient or the Associated Company to the Seller as a written confirmation to supply Goods or perform Services.

**"Services"** shall mean all services as stipulated in the Purchase Order, which are offered, provided or to be provided to Recipient;

**"Specification"** means the technical or other requirements (if any) for the Goods and/or Services referred to in the Purchase Order.

## 3. ACCEPTANCE

3.1 Seller will provide those Goods and/or perform those

Services as may from time to time be assigned to Seller by Recipient, as specified in the Purchase Order.

3.2 This Contract becomes a final and binding agreement on the Seller on receipt of the Purchase Order unless the Seller sends a written notification of rejection of the Purchase Order to Recipient within twenty four (24) hours of receipt of the Purchase Order. Any alterations, modifications or additions made to this Contract will be deemed of no effect unless expressly accepted in writing and signed by an authorised signatory of Recipient.

## 4. QUALITY AND DESCRIPTION OF GOODS AND SERVICES

4.1 Seller represents, warrants and undertakes to Recipient 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 sound 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 comply with all applicable laws and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied; and

4.1.6 be fit for any purpose indicated in the Contract (either expressly or by implication).

4.2 If any Goods or Services fail to comply with this clause 4, Recipient shall have the right to any one or more of the remedies listed in clause 15 (Remedies).

4.3 Seller represents, warrants, and undertakes to Recipient 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. If the personnel identified by Seller become unavailable for whatever reason, Seller undertakes to procure replacement personnel to perform the

Services to the same or higher standard immediately; and  
4.3.2 strictly in accordance with the Purchase Order and/or Specification.

4.4 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.

4.5 Seller shall ensure storage and handling of Waste (as defined below) in a manner which prevents unauthorised access and possible misuse and shall maintain adequate controls for proper disposal of Waste ("**Waste**" means waste material in connection with manufacture, supply or handling of the Goods and any material carrying Recipient's or the Associated Company name, insignia, symbol, trademark, trade name, logotype or similar).

4.6 Seller represents, warrants and undertakes that any Goods or Services comply with applicable laws and regulations of the country(ies) of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

## 5. EXPECTATIONS OF THIRD PARTIES

5.1 Seller recognizes Recipient's commitment to work only with suppliers who embrace the standards of ethical behavior consistent with Associated Company's Expectations of Third Parties Handbook, a copy of which can currently be found at <https://www.astrazeneca.com/content/dam/az/PDF/Sustainability/2019/Expectations%20of%20Third%20Parties%20Handbook%203.0.pdf>, as amended from time to time, and in particular those principles in the Section "Anti-Bribery and Anti-Corruption" as

amended from time to time ("**Supplier Expectations**").

5.2 Seller represents that it: (i) will perform this Contract and operate its business in compliance with all applicable laws, (ii) has read and received the Associated Company's Code of Ethics, which can be found on <https://www.astrazeneca.com/content/dam/az/PDF/Sustainability/AZ%20Code%20of%20Ethics%20English%20UPDATED.pdf>, as amended from time to time, (iii) will perform this Contract and operate its business to ethical standards consistent with those set out in the Supplier Expectations, (iv) will not take any action that will cause Recipient or the Associated Company's 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, (v) 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 Recipient or the Associated Company, and (vi) will use reasonable efforts to cause its affiliated companies, suppliers and subcontractors performing Services for Recipient or the Recipient's Affiliates to operate their business in compliance with all applicable laws and in a manner consistent with the Supplier Expectations, as amended from time to time.

5.3 Failure by Seller to meet or maintain such ethical standards shall be deemed a material breach of the Contract.

5.4 **Audit Rights.** Upon Recipient's reasonable request, Seller shall allow Recipient, the Associated Company 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. Where Recipient or the Associated Company requires the audit to be undertaken by a designated third party, Seller shall arrange for the audit to take place and pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Seller, provided that Recipient and/or Associated Company shall be entitled to review such audit report and all supporting documents immediately upon request.

## 6. INSPECTION AND TESTING

6.1 Recipient may inspect and test the Goods at any time prior to delivery of the Goods to Recipient.

6.2 If the results of such inspection or testing cause Recipient to be of the opinion that the Goods do not conform or are unlikely to conform to the Purchase Order or to any Specification, Recipient shall inform Seller and Seller shall immediately take such action as is necessary to ensure conformity and in addition Recipient shall have the right to require and witness further testing and inspection.

6.3 Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect Seller's obligations under the Contract.

## 7. INDEMNITY AND INSURANCE

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

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

7.1.2 the breach of any Contract provision by Seller, its Affiliates, 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 any patent, copyright, registered design, design right, trademark, 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 Recipient and/or the Associated Company.

7.2 **Insurance.** Seller shall maintain at its own expense appropriate insurance coverage in amounts adequate to cover Seller's acts and omissions and as required by applicable law.

## 8. DELIVERY/PERFORMANCE

8.1 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. Seller shall off-load the Goods as directed by Recipient.

8.2 The Goods shall 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 shall take place within twenty eight (28) days of the Purchase Order.

8.3 The Goods shall be delivered to or the Services performed for Recipient at the address set out in the Purchase Order or as subsequently agreed in writing by the Parties.

8.4 Seller shall invoice Recipient upon, but separately from, dispatch of the Goods to Recipient.

8.5 Seller shall ensure that each delivery is accompanied by a 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.

8.6 Time for delivery of the Goods and performance of the Services shall be of the essence of the Contract.

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

8.8 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, Recipient reserves the right to: 8.8.1 cancel the Contract in whole or in part;

8.8.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which Seller attempts to make; 8.8.3 recover from Seller any expenditure reasonably incurred by Recipient in obtaining the Goods or Services in substitution from another supplier; and

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

8.9 If Seller requires Recipient 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 the Seller's cost.

8.10 Where Recipient 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 shall entitle Recipient at its option to treat the whole Contract as repudiated.

8.11 If Goods are delivered to Recipient in excess of the quantities ordered, Recipient and/or the Associated Company shall 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.

## 9. RISK/PROPERTY

The Goods shall remain at Seller's risk until delivery to Recipient is complete (including off-loading and stacking) when, without prejudice to any right of rejection which Recipient may have under the Contract or by law, ownership of and risk in the Goods shall pass to Recipient.

## 10. PRICE AND PAYMENT

10.1 In consideration for the Services performed and/or Goods provided pursuant to this Contract, Seller's invoice/s must be accompanied by copies of the signed Purchase Order received from the Recipient or the Associated Company (including any other documentation as may be requested for the proper review of

Seller's invoice) to enable the Recipient's Associated Company to approve payment by the Recipient. Any applicable value added tax shall be shown separately. The Seller shall be responsible for ensuring that all invoicing occurs in a prompt and timely manner in order to meet the agreed payment schedule. Recipient shall pay all undisputed invoices within one hundred and twenty (120) days or as per any other payment term agreed to in writing.

10.2 All fees and costs shall be shown exclusive of value added tax but shall be inclusive of other costs such as administration costs. Increases to the fees and costs shall only occur if mutually agreed in writing by both Parties. No offer shall be considered to be accepted by Recipient until it is accompanied by an official and duly executed Purchase Order which bears an official Associated Company purchase order number.

10.3 No out of pocket expenses incurred by the Seller or Seller's employees in performing the Services and/or providing the Goods shall be reimbursed by Recipient unless this has been specifically agreed upon. Where reimbursement is agreed, such out of pocket expenses must be reasonable and validly incurred and vouched for by receipts or other evidence of actual payment. Recipient shall not in any event be obliged to reimburse expenses which are more than the limits specifically agreed upon. All such expenses shall be as charged to the Seller and should be detailed on the invoice referred to in clause 10.1 above.

#### 11. CONFIDENTIALITY

Seller shall, during the Contract term, and for five (5) years thereafter, keep in strict confidence all of Recipients and/or Associated Company's technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Recipient or its agents and any other confidential information concerning Recipient's and/or the Associated Company's business or its products which Seller may obtain. Seller shall restrict disclosure of such confidential material to such of its Affiliates, employees, agents or contractors as need to know the same for the purpose of performing Seller's obligations to Recipient and shall ensure that such Affiliates, employees, agents or contractors are subject to the same or similar obligations of confidentiality as applicable to the Seller under these Conditions.

#### 12. DATA PROTECTION

Seller shall not access, collect, maintain, transfer, or otherwise process ("Process") Personal Data without Recipient's and/or the Associated Company prior written authorization (to the extent applicable). Without limitation to the foregoing, Seller shall only Process Personal Data on behalf of Recipient and/or the Associated Company and in accordance with the directions and instructions of Recipient and/or the Associated Company and Seller shall duly assist and cooperate with Recipient and/or the Associated Company to allow Recipient and/or the Associated Company to comply with its obligations under applicable law and to respond to any complaints or requests from data subjects or governmental authorities. Upon request by Recipient and/or the Associated Company to enable Recipient and/or the Associated Company to comply with applicable law, Seller agrees to execute an appropriate data processing agreement and/or contractual clauses used to transfer Personal Data from any jurisdiction to any other jurisdiction.

#### 13. INTELLECTUAL PROPERTY

13.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Recipient or the Associated Company to Seller shall at all times be and remain Recipient's or the Associated Company's (as the case may be) exclusive property but shall be held by Seller in safe custody at its

with Recipient's written instructions, nor shall such items be used otherwise than as authorised by Recipient in writing.

13.2 Recipient and/or the Associated Company shall own (and Seller shall procure that Recipient and/or the Associated Company 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 Seller or any of its Affiliates, employees, agents or contractors whilst performing the obligations set out in the Contract.

13.3 Seller will observe all copyrights in written material including computer software belonging to Recipient and/or the Associated Company or any third party and Seller will not make any unauthorised copies of such material or software.

#### 14. TERMINATION

14.1 Recipient may at any time and for any reason terminate the Contract, in whole or in part, by giving Seller written notice whereupon all work on the Contract shall be discontinued and Recipient shall pay to Seller 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.

14.2 Recipient may at any time by written notice to Seller terminate the Contract immediately if:

14.2.1 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 Recipient specifying the breach. Seller agrees that any breach of clause 5 (Expectations of Third Parties) is a material breach of the Contract; or

14.2.2 any distress, execution or other process is levied upon any of Seller's assets or Seller enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or insolvency or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company); or

14.2.3 Seller ceases or threatens to cease to carry on its business; or

14.2.4 Seller's financial position deteriorates to such an extent that in Recipient's opinion Seller is incapable of fulfilling its obligations under the Contract.

14.3 Either Party may terminate this Contract upon providing thirty (30) days' written notice to the other party for any reason whatsoever

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

#### 15. REMEDIES

15.1 Without prejudice to any other right or remedy which Recipient may have, if any Goods or Services are not supplied in accordance with, or Seller fails to comply with, any of the terms of the Contract, Recipient may exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by Recipient:

15.1.1 to cancel the Contract and treat the Contract as having never been entered into; and/or

15.1.2 to reject the Goods or Services (in whole or in part) and in the case of Goods return them to the Seller at the Seller's risk and cost on the basis that a full refund for such Goods shall be paid forthwith by the Seller; and/or

15.1.3 at Recipient's option to 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

15.1.4 to refuse to accept any further deliveries of the

own risk and maintained and kept in good condition until returned to Recipient and shall not be disposed of other than in accordance

Goods or Services, but without any liability to Seller; and/or 15.1.5 to carry out at Seller's cost any work necessary to make the Goods or Services comply with the Contract; and/or

15.1.6 to claim such damages as may have been sustained in consequence of Seller's breaches of the Contract.

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

16.1 Seller shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without Recipient's prior written consent.

16.2 Recipient shall have the right, without such written consent, to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any Recipient Group company or the Associated Company.

**17. Relationship of the Parties**

The relationship of the Parties under this Agreement is that of independent contractors. The Seller will not make any purchase or incur any liability on behalf of Recipient or the Associated Company nor in any way bind Recipient or the Associated Company nor do anything likely to cause the Seller to be taken by third parties as acting as an agent of Recipient or the Associated Company.

**18. GENERAL**

18.1 Any notice required by this Contract to be given to either Party shall be in writing and shall be served by sending the same by recorded delivery post to the address of the other Party stated in this Contract or such other address as may from time to time have been notified by a notice given in accordance with this clause. Any notice given in accordance with this clause 18.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was posted.

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

18.3 The Seller shall not mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of Recipient or any of its Affiliates or the Associated Company and its Affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of Recipient and the Associated Company any such consent must be given for each occurrence.

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

18.5 Failure or delay by Recipient in enforcing or partially enforcing any Contract provision will not be construed as a waiver of any of its Contractual rights .

18.6 Any waiver by Recipient 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.

18.7 This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute arising in connection with this Contract, including its validity, interpretation and execution, that the Parties cannot amicably settle within fifteen (15) days may be submitted by either Party to the exclusive jurisdiction of the competent courts of England and Wales