

BIONICAL LIMITED AND ITS AFFILIATES.**TERMS AND CONDITIONS OF PURCHASE (PHARMACEUTICAL & ANCILLARY PRODUCTS) – CTS**

1. DEFINITIONS In these Terms the following phrases have the following meanings:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: a day that is not a weekend day (Saturday or Sunday) nor a public holiday in the country of either Buyer or Seller.

Business Hours: 9.00am to 5.00pm on any Business Day.

Buyer: the Bionical Emas Group company which enters a Contract to buy Products from Seller, which shall be either: Bionical Limited trading as Bionical Emas whose registered office and main trading office is The Piazza, Mercia Marina, Findern Lane, Willington, Derbyshire DE65 6DW United Kingdom or Bionical Emas, Inc. (an Affiliate of Bionical Limited) whose trading office is 200 Grove Road, Suite A, Paulsboro, NJ 08066, United States; or Bionical Emas Limited (an Affiliate of Bionical Limited) whose registered office is at Unit 7, Midlands Gateway Business Park, Kilbeggan, Westmeath, N91 H102 Ireland.

Buyer's Delivery Premises: the premises stated on the Purchase Order where the Products are to be delivered which may include Buyer's 3rd party recipient premises.

Contract: a contract between Seller and Buyer for sale by Seller and purchase by Buyer of Products, which Contract shall incorporate these Terms (as updated from time to time as notified to Seller or as displayed on the Bionical Emas Group website) and the applicable Purchase Order.

Force Majeure: any circumstances beyond the reasonable control of Buyer affecting its ability to perform any of its obligations under a Contract.

Intermediate Premises: any premises of a third party or of Seller to which the Products are shipped by or on behalf of Seller and stored on behalf of Buyer until the Products are delivered to Buyer in accordance with clause 4.6.

Legislation: any statute, subordinate legislation, European directive or regulation, international convention, or rule or regulation made pursuant to such legislation.

Liability: liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities including indirect, special and consequential losses.

Marketing Authorisation Holder: the entity responsible for the marketing of the Products in the applicable geographical area.

Products: licensed and unlicensed pharmaceutical or healthcare products including but not limited to pharmaceutical compounds, drugs, medical equipment, supplies and ancillary items sold by Seller to Buyer as described in the Specification.

Purchase Order: Buyer's written order for Products from Seller, which shall contain or refer to the Specification.

QTA: a quality and/or technical agreement governing quality requirements, and the Seller's and the Buyer's responsibilities relating thereto, in respect of the sale and purchase of the Products.

Seller: means the person or organisation from whom Buyer orders any Products, as their details appear on the Purchase Order, and which person or organisation warrants that it is and shall be licensed, authorised or registered (as applicable) by the applicable regulatory body governing the Seller, to supply the Products to the Buyer.

Specification: Buyer's specification for the Products (which may include but is not limited to name/type/strength/configuration/brand of Product, price, currency of sale, other charges including taxation, quantity, pack type and size, batch information, range of acceptable expiry date of Products, pack/insert language, quality requirements,

documentation required (including, for example, certificate of analysis and/or verification scan report), delivery instructions (including carriage requirements and delivery date(s)) and date by which order must be accepted), which is detailed in the Purchase Order or otherwise agreed by Buyer in writing.

Terms: the terms and conditions set out in this document, as updated by Buyer from time to time by: (a) notice in writing to Seller; and/or (b) as displayed on the Bionical Emas Group website

Territory: the country in which the Buyer is established as set out in the Purchase Order.

2. BASIS OF CONTRACTS

2.1 These Terms shall govern all Contracts between Seller and Buyer and shall supersede and replace all previous terms and/or conditions previously notified to Seller by Buyer or by Seller to Buyer provided that where the parties have executed a separate written agreement intended to govern the sale by Seller and purchase by Buyer of Products, these Terms shall not apply (to the extent they conflict) and the conflicting terms of the written agreement shall prevail.

2.2 No terms and/or conditions endorsed upon, delivered with or contained in Seller's quotation, acknowledgement or acceptance of order, specification, invoices or other document will form part of these Terms or part of any Contract and Seller waives any right which it otherwise might have to rely on such terms and/or conditions and no purported variation to these Terms will bind Buyer unless agreed in writing and signed by a director of Buyer. Seller agrees that any terms it seeks to impose or incorporate in any document shall be null and void whether or not Buyer explicitly objects to or strikes out such terms and Buyer's silence in relation to such terms shall not amount to acceptance of those terms.

2.3 A Contract shall be formed on receipt by Buyer (within the period of time set out for this purpose in the Purchase Order (or if not stated, within 5 Business Days of date of Purchase Order)) of: (a) Seller's written acceptance of a Purchase Order; or (b) Buyer becoming aware of any action(s) taken by Seller to perform the requirements of the Purchase Order as if a Contract had been formed. All Contracts shall incorporate the Terms, the Purchase Order and the Specification. Accordingly, Purchase Orders placed by Buyer shall be offers to purchase Products from Seller subject to the Terms whether or not this is expressly stated in writing.

2.4 Buyer reserves the right to cancel a Contract in whole or in part without Liability upon written notice to Seller. Should Buyer cancel a Contract in part, the Purchase Order shall be deemed modified to reflect the change.

2.5 Buyer and Seller shall at any time on Buyer's request enter into a QTA in a form provided by either Seller or Buyer, which QTA shall relate to all Contracts, unless otherwise agreed in writing between the parties and which QTA shall be incorporated into each applicable Contract.

2.6 In respect of all Products supplied to Buyer, Seller shall supply to Buyer, to Buyer's satisfaction, a certificate of pedigree. The certificate of pedigree shall be supplied at delivery or if required by Buyer, prior to delivery. Within the certificate of pedigree, the Seller shall warrant the representations made in relation to the Products including its authenticity, its supply chain route, and storage and transportation history (including, where applicable, temperature maintenance), which warranties shall be incorporated into the applicable Contract. For the avoidance of doubt, a breach of the pedigree statement shall amount to a breach of these Terms and the applicable Contract. Supply of a certificate of pedigree satisfactory to Buyer shall be considered to be a requirement within the Specification. Should the Buyer be unsatisfied with the certificate of pedigree, the Buyer shall be entitled to terminate the applicable Contract (or the applicable part

of the Contract), without Liability, and Seller shall repay to Buyer within 5 Business Days any amounts prepaid for Product covered by such unsatisfactory certificate of pedigree.

2.7 Buyer's employees, sub-contractors &/or agents are not authorised to make variations, representations or warranties on behalf of Buyer unless confirmed by a director of Buyer in writing. Seller shall not rely on any variation, representation and/or warranty that has not been made in accordance with these Terms.

3. SPECIFICATION

3.1 The parties acknowledge and agree that it is of the essence that the Products shall conform to the Specification in all respects, including but not limited to in respect of: (a) documentation required relating to the Products (which shall include but not be limited to a certificate of pedigree satisfactory to Buyer as set forth in Clause 2.6); and (b) time required for delivery.

3.2 Should Seller become aware at any time that the Products will not be delivered to Buyer in full conformance with the Specification including but not limited to: (a) Seller becoming aware of the unavailability of any documents required to be delivered with the Products as set out in the Specification or otherwise agreed between the parties; and/or (b) timescale for delivery, Seller shall immediately notify Buyer in writing, whereupon Buyer shall have the opportunity (at its option) to accept the deviations from the Specification or to terminate the Contract (or the affected part of the Contract) without Liability. Where deviations from the Specification are accepted by Buyer (which acceptance shall be in writing), the Purchase Order shall be deemed modified to reflect the change.

3.3 Buyer (acting by itself or through agents) has the right to inspect and/or test the Products at all times and Seller shall permit Buyer to inspect/or test the Products upon reasonable written notice.

3.4 If Buyer is at any time not satisfied that the Products comply or will comply in all respects with the Contract (including in respect of under or over-supply, or in respect of documentation provided) before, at or after delivery then Buyer may without Liability cancel the Contract.

3.5 At any time after formation of a Contract and prior to delivery of the Products, upon Buyer's request, Seller shall supply to Buyer clear photographic images of the Products within Seller's warehouse (or if the Products are not stored within Seller's warehouse, within Seller's third party agents' warehouse) and/or of the required documentation relating to the Products, to the standard and in accordance with Buyer's reasonable instructions. Seller shall supply such within 3 Business Days of Buyer's request. If the photographic images reveal the Products fail or are likely to fail to conform to the Specification, Buyer shall notify Seller and shall be entitled to reject the Products without Liability and rely upon the remedies set out in clause 7 of these Terms. If after receipt of the photographic images, Buyer proceeds with the purchase of the Products, such action shall not serve as evidence that Seller has met its obligations under the applicable Contract and shall not diminish or otherwise affect Seller's obligations under the Contract. For the avoidance of doubt, Buyer shall be permitted to rely upon the remedies set out in clause 7 of these Terms if the Products are defective or otherwise fail to conform to the Specification irrespective of whether Seller has supplied photographic images of the Products prior to delivery.

3.6 Notwithstanding any inspection or testing as detailed at clause 3.3 above, Seller shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect Seller's obligations under the Contract.

3.7 Seller acknowledges that precise conformity of the Products with the Specification (including supply of any documentation required by Buyer as set out in the Specification) is of the essence of the Contract and if the Products or the accompanying documentation do not

conform to the Specification (or the Seller fails to supply the documentation set out in the Specification), however slight the variance may be, the Buyer shall be entitled to: **(a)** reject the Products; and/or **(b)** rely on any other remedies set out in these Terms.

3.7 The Products and their packaging shall be marked in accordance with Buyer's instructions and any applicable regulations and/or reasonable requirements of the relevant carrier or Marketing Authorisation Holder.

3.8 The Products shall be properly packed and secured so as to reach their delivery destination in an undamaged and uncompromised condition.

4. DELIVERY

4.1 Time for delivery of Products is of the essence. Unless otherwise agreed in writing between the parties, Products shall be delivered during normal Business Hours to the address specified for this purpose on the Purchase Order, along with all documentation required by Buyer. Dates for delivery shall be as set out in the Specification. If the Specification is silent on delivery dates, the delivery date shall be the date agreed by the Parties in writing.

4.2 With respect to supply of required documentation set out in the Specification, the parties may agree, in writing, that Seller may supply such documentation after delivery of the Products. In the event the parties decide that the documentation will be supplied at a later date, delivery of the Products shall not be deemed to have occurred until the date the Seller supplies the documentation to Buyer. If Seller fails to supply the documentation by the date agreed between the parties in writing or Buyer is not satisfied that Seller will be able to supply the documentation set out in the Specification, Buyer shall be entitled to reject the Products and rely upon the remedies set out in clause 7 of these Terms.

4.3 If Products are supplied from outside the Territory they shall be delivered accompanied by all necessary import, shipping and other documentation that may be required.

4.4 If Seller is unable to deliver the Products by the date stated in the Specification or a date otherwise agreed between the Parties in writing for delivery, Seller shall immediately notify Buyer. Buyer reserves the right to grant Seller an extension of time to deliver but is not obliged to do so. If Buyer grants Seller an extension of time for delivery of Products then time shall be of the essence in respect of such agreed extension.

4.5 If delivery of the Products or some of them is not carried out by the due date and time (including by the due date for any extensions granted by Buyer, if any), Buyer may in its sole and absolute discretion, without Liability, cancel the Contract in whole or in part.

4.6 If the Purchase Order states (or the parties have otherwise agreed in writing) that Seller shall deliver the Products to Intermediate Premises, then Seller shall (at Seller's cost unless otherwise stated on the Purchase Order or the parties have otherwise agreed in writing) store the Products at the Intermediate Premises on Buyer's behalf until Buyer (or its authorised agent) collects the Products from the Intermediate Premises. Seller shall be responsible for ensuring that the Products remain in undamaged and uncompromised condition during such storage period at Intermediate Premises.

4.7 If Buyer is unable to take delivery of the Products at the due date and time for delivery Seller shall (at Buyer's reasonable cost unless otherwise stated on the Purchase Order, or as otherwise agreed in writing by the parties) store the Products on Buyer's behalf until Buyer confirms that the Products may be delivered. In such case, Seller shall be responsible for ensuring that the Products remain in undamaged and uncompromised condition during such period.

4.8 Seller shall ensure that each delivery of Products is accompanied by a delivery note which is prominently displayed and which shows,

inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. Where the Products are subject to such a system, and irrespective of whether such document is listed as required in the Specification, the Seller shall also supply Buyer with a scan report for each Product pack verifying authenticity of the Products in compliance with the Falsified Medicines Directive (FMD) or equivalent legislation in non-EU countries. Seller shall supply all such further documentation as required under the Contract.

4.9 Signature on Buyer's behalf on receipt of any Products is only confirmation that a certain number of packages has been delivered. As Products may be stored at Buyer's (or its agent's) premises for a period prior to resale and/or use, Products shall not be considered to be accepted by Buyer (or its agent) by such signature, and such signature is not confirmation that the Products delivered are of the correct quality or otherwise conform to the Specification.

4.10 Buyer shall be entitled to reject Products without Liability in accordance with clause 7 of these Terms.

4.11 Buyer shall notify Seller of any defects or damage to the Products as soon as reasonably practicable after delivery to Buyer. Any such damage or other defects shall be deemed to have been caused prior to delivery to the Buyer and therefore shall be the liability of Seller, unless either the Buyer agrees that the defect was caused after delivery to the Buyer or the Seller can prove to the Buyer's reasonable satisfaction that the defect was caused after delivery to the Buyer.

5. RISK AND TITLE

5.1 Unless otherwise stated in the Purchase Order, the Products shall be supplied and delivered to Buyer as follows: **(a)** if the Products are to be delivered by Seller to Buyer at Buyer's Delivery Premises: risk and title in the Products shall not pass to Buyer until the Products have been unloaded by Seller at Buyer's Delivery Premises and Seller shall insure the Products until delivery to Buyer's Delivery Premises. Where Buyer has pre-paid for all or part of the Products, title (but not risk) in the Products shall pass to Buyer when Seller receives payment in full and cleared funds; or **(b)** If the Products are to be delivered to Intermediate Premises by Seller for subsequent collection by Buyer, risk and title in the Products shall not pass to Buyer until the Products are collected by Buyer. Seller shall insure the Products until collection at the Intermediate Premises by Buyer. Where Buyer has pre-paid for all or part of the Products, title in the Products (but not risk) shall pass to the Buyer when Seller has received payment in full and cleared funds. In relation to the insurance referred to at sub-clauses 5.1(a) and 5(b), insurance shall be for all risks for an amount equal to 100 % of the price of the Products payable to Seller by Buyer, and Seller shall hold any proceeds of such insurance on trust for Buyer if any Products are damaged or destroyed in transit (or in the case of sub-clause 5.1(b) during storage at the Intermediate Premises).

5.2 If the Purchase Order states that the Products shall be supplied "ex-works" or "EXW" (or similar acronym/term denoting the same), then (unless otherwise stated on the Purchase Order or otherwise agreed in writing by the parties), Seller shall bear all risks of loss or of damage to the Products, and shall bear all costs relating to the Products, until such time as they are placed at the disposal of Buyer, which shall mean until Seller notifies Buyer that the Products are available for collection and provides the address from where the Products are to be collected and Buyer collects the Products from the agreed delivery premises, at which point risk and title (if not passed already) in the Products will pass to Buyer. Accordingly, Buyer shall be responsible for payment of all transportation and insurance costs in relation to the Products thereafter. Where Buyer has pre-paid for all

or part of the Products, title (but not risk) in the Products shall pass to the Buyer when Seller has received payment in full and cleared funds.

5.3 Buyer shall be entitled to reject any Products upon inspection at Buyer's Delivery Premises in accordance with clause 7 of these Terms.

6. PRICE AND PAYMENT

6.1 The price for the Products shall be as set out in the Purchase Order and unless otherwise expressly stated on the Purchase Order shall be inclusive of value added tax or other sales tax (where such tax is applicable) and all other applicable taxes and levies and (save where clause 5.2 applies) all costs of packaging, packing, shipping, carriage, insurance and delivery.

6.2 Prices shall be quoted (and payment made) in £ sterling, unless otherwise agreed between the parties in the Purchase Order.

6.3 No increase in the price for the Products (whether relating to fluctuation in rates of exchange or for any other reason) may be made without the prior written consent of the Buyer.

6.4 Buyer shall be entitled to any discount for prompt payment, bulk purchase and/or volume of purchase customarily granted by Seller, and Seller is obliged to inform Buyer of such discounts and to apply them.

6.5 Payment shall be made by Buyer by direct bank transfer (accordingly Buyer shall be entitled to delay such payment until Seller has provided Purchaser with its correct bank details).

6.6 Unless otherwise stated on the Purchase Order, payment terms are as follows: **(a)** Seller shall correctly invoice Buyer upon delivery of the Products (such invoice to include Seller's correct bank details); and **(b)** Buyer shall pay such invoice (to the extent it is not disputed) within 30 days from the end of the calendar month in which the invoice is received.

6.7 The parties may agree between them in writing that the payment terms at sub-clause 6.6 above will be varied in relation to some or all Contracts, so that payment may be made in advance of delivery of Products, upon receipt by Buyer of a proforma invoice from Seller. If so, Buyer shall pay such proforma invoice (to the extent it is not disputed) within 5 Business Days of receipt of the proforma invoice (unless a different period of time is agreed between the parties in writing), save that this period shall not commence until Buyer has received the correct proforma invoice including Seller's correct bank details. Pre-payment under this Clause 6.7 will in all cases be conditional on Buyer performing a satisfactory credit check on Seller. If the results of the credit check are unsatisfactory to Buyer or Buyer believes that Seller may not be of satisfactory financial standing, Seller shall provide a bank guarantee (or other form of security requested by Buyer) to the benefit of Buyer on Buyer's request. If Seller fails or refuses to provide financial security as reasonably requested by Buyer pursuant to this clause 6.7 or the financial security offered by Seller is not adequate in Buyer's opinion (acting reasonably), Buyer may, at its discretion, terminate the Contract(s) without Liability.

6.8 Without prejudice to any other right or remedy, Buyer may set off any amount owing at any time by Seller to Buyer against any sums payable by Buyer to Seller under any Contract.

7. REJECTION, REMEDY AND RECALLS

7.1 Without prejudice to any other right which Buyer may have under a Contract, where all or any part of the Products or other requirements/documents fail to conform to the Contract or the Specification, Buyer may at its option reject either all or part of the Products without Liability.

7.2 At Buyer's option, any rejected Products shall either be replaced by Seller: **(a)** if Seller is established in the Territory, within 5 Business Days of such rejection; and/or **(b)** if Seller is not established in the Territory, within 10 Business Days of such rejection; or Buyer may at

its discretion cancel the Contract (or the relevant part of the Contract) without Liability to Seller and if Buyer has paid for such Products, Buyer shall be entitled to a full refund forthwith of the price paid for the rejected Products. Where Seller is requested to but is unable to replace the Products within the timeframes set out in this clause 7.2 (as applicable), Seller shall immediately notify Buyer and at Buyer's discretion, Buyer may either: (a) offer Seller an extension of time to replace the rejected Products; or (b) require an immediate refund of the price paid by Buyer for the rejected Products and cancellation of the Contract (or part of Contract) as set out above. .

7.3 Rejected Products may, at Buyer's option, be made available for collection by Seller and shall be collected: **(a)** within 5 Business Days of Seller being notified of their rejection, in respect of Product purchased from a Seller based in the Territory; and/or **(b)** within 10 Business Days of such rejection by Buyer, in respect of Products purchased from a Seller based outside of the Territory. If Seller fails to refund the price paid for the Products within the applicable timeframes or disputes Buyer's right to a refund, Buyer reserves the right to hold the Products until the refund is received in full and cleared funds. If Buyer does not receive a refund within 14 Business Days of its request, Buyer may sell the Products and credit shall be given by Buyer for the amount Buyer received for the rejected Products.

7.4 If Buyer rejects the Products in accordance with this clause 7 then Buyer may: **(a)** without Liability to Seller, refuse to accept any further deliveries and cancel any future Contracts; and/or **(b)** claim such damages as may have been sustained as a result of Seller's breach of the Contract; and/or **(c)** withhold payment due to Seller or recover as a sum of money due from Seller, or any portion thereof, any sums that are allowable to the rejected Products.

7.5 Where the Products are subject to a Product or batch recall either by the Marketing Authorisation Holder or a competent regulatory body, Seller shall refund to Buyer the fees paid for the Product that are subject to the recall and all reasonable expenses Buyer has incurred in performing the recall within 5 Business Days of receipt of Buyer's written request. Each party shall inform the other party within one Business Day if it becomes aware of such recall in respect of any Products.

8. INTELLECTUAL PROPERTY

8.1 Seller warrants that it has the right to sell the Products to Buyer for resale to, and use by, Buyer's customers, and that no intellectual property rights (IPR) or other rights of any third party shall be infringed as a result of such sale, resale or use.

8.2 Any Specification or other documents supplied by Buyer to Seller, together with all IPR therein, shall be owned exclusively by Buyer.

8.3 Seller shall not disclose to any third party or use any Specification (or IPR therein) except for the purposes of proper performance of the relevant Contract.

9. WARRANTIES

9.1 Seller warrants to Buyer that the Products will on delivery: **(a)** be of satisfactory quality within the meaning of the Sale and Supply of Goods Act 1994 as amended from time to time, and fit for any purpose held out by Seller or made known (either expressly or by implication) to Seller by Buyer at the time of or prior to the Contract being entered; and **(b)** correspond in every respect with the Specification provided by Buyer; and **(c)** be supplied and delivered with the highest level of professional skill and all due care and attention to be expected from a reputable seller of goods of the nature of the Products, in accordance with best industry practice prevailing from time to time (including Good Distribution Practice), and in any event to the reasonable satisfaction of Buyer; and **(d)** be free from any defects which may

adversely affect Buyer's supply of them to its customers; and **(e)** not be counterfeit and will not constitute falsified medicine in accordance with the EU Falsified Medicines Directive (2011/62/EU); and **(f)** be formulated, manufactured, marked, labeled, packaged, stored, packed, transported, handled, shipped (including in terms of export requirements) and delivered in accordance with all applicable quality control and quality assurance standards and Legislation applicable in each relevant jurisdiction, including but not limited to all such requirements of the Marketing Authorisation Holder and Buyer and in accordance with the QTA.

9.2 Seller warrants that it shall at all times have and maintain all licences, permissions, authorisations, consents and permits it requires to carry out its obligations under each Contract and on Buyer's request, shall produce evidence of such documentation. Seller shall promptly notify Buyer if any such licences, permissions, authorisations, consents and permits have been revoked, suspended, conditioned or amended.

9.3 Seller warrants that it shall promptly (within one Business Day) inform Buyer in writing (by e-mail to Buyer's Director of Quality) and by telephone of any recall affecting Products it is supplying or has supplied to the Buyer, and shall co-operate fully with the Buyer to ensure effective recall of the affected Products.

10. INDEMNITY AND INSURANCE

10.1 Seller agrees to indemnify and keep indemnified Buyer against any and all Liability on a full indemnity basis which Buyer may suffer directly or indirectly relating to the Products and/or a Contract as a result of or in connection with: **(a)** breach of any warranty given by Seller; or **(b)** any act and/or omission by Seller or Seller's employees, agents and/or sub-contractors which is in breach of a Contract or of any tortious duty of care and/or statutory duty; or **(c)** any claim made against Buyer for any Liability sustained by Buyer's employees or agents, by any of Buyer's customers or a third party to the extent that such Liability was caused by, relates to or arises either directly or indirectly from a breach of a Contract by Seller; or **(d)** any act or omission of Seller or its employees, agents or sub-contractors in supplying the Products under a Contract or otherwise; or **(e)** any claim that the Products or their importation, resale or use infringes any IPR of any third party in any jurisdiction to the extent that the claim is attributable to the acts or omissions of Seller, its employees, agents or subcontractors.

10.2 Seller shall at its own cost and expense, effect and maintain in full force and effect during the currency of its trading relationship with Buyer, with a reputable insurer: public liability insurance, employer's liability insurance, professional negligence insurance, carriage/marine insurance and product liability insurance (or equivalent insurances, if under non UK-jurisdiction) to include insurance in respect of any and all contractual risks and/or liability that Seller may have under Contracts, providing a minimum cover of £5,000,000 (five million pounds sterling) per event, or equivalent amount/insurances if under non-UK jurisdiction.

10.3 Forthwith on request by Buyer, Seller shall provide Buyer with evidence of its insurance policies required under clause 10.2 (including but not limited to the policy schedule and the terms and conditions of such policies) and evidence that such policies are current, in force and up to date. Such evidence shall be provided within 5 Business Days of such request.

11. CONFIDENTIALITY

All non-public, confidential or proprietary information disclosed by a party to the other party, including but not limited to information relating to supply routes and suppliers, data, business operations, customers, pricing, discounts or rebates, whether disclosed orally or

disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with a Contract is confidential, solely disclosed to the other party for its use in performing the Contract and may not be disclosed or copied unless authorised in advance by the disclosing party in writing or unless required by law. Upon the disclosing party's request, the receiving party shall promptly return all documents and other materials received from disclosing party, save that one copy of such may be retained by the receiving party if required for legal/regulatory purposes or for legitimate record-keeping. The disclosing party shall be entitled to injunctive relief for any violation of this clause 11. This clause does not apply to information that is: **(a)** in the public domain (otherwise than through a breach of this clause 11); **(b)** known to the receiving party at the time of disclosure; or **(c)** rightfully obtained on a non-confidential basis from a third party.

12. EFFECT OF TERMINATION

12.1 Seller shall not be permitted to cancel a Contract in whole or in part without Buyer's prior written consent.

12.2 The termination of a Contract, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination.

12.3 The terms and conditions of these Terms which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

13. GENERAL

13.1 Buyer may without Liability defer the date of delivery or payment or cancel a Contract or reduce the volume of Products ordered if it is prevented from or delayed in the carrying on of its business (or a relevant part of its business) through any event of Force Majeure. If Buyer cancels a Contract pursuant to this clause 13.1 Buyer undertakes to pay Seller for those Products delivered in accordance with the relevant Contract up to and including the date of cancellation.

13.2 Any notice required or permitted to be given by either party to the other under a Contract shall be in writing addressed to that other party at its registered office or principal place of business (which in relation to Buyer shall be as stated on the Purchase Order) or such other address as may at the relevant time have been notified by a party to the other for this purpose.

13.3 No waiver by Buyer of any breach of a Contract by Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of a Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

13.5 All third party rights are excluded and no third party shall have any right to enforce a Contract and/or a Contract term unless otherwise agreed by Buyer in writing. Any rights of a third party to enforce a Contract and/or Contract term may be varied and/or extinguished by agreement between the parties without the consent of such third party.

13.6 Seller shall not sub-contract or assign any of its rights or obligations under a Contract without Buyer's prior written consent.

13.7 Regardless of the place of delivery each Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.