

Jazz Pharmaceuticals Terms and Conditions

1. **Definitions**
- 1.1 The following definitions shall apply to these T&Cs:
 - **"Affiliates"** shall mean, with respect to Jazz: (i) all business units and divisions of Jazz Pharmaceuticals, Inc. or the parent of Jazz Pharmaceuticals, Inc., and (ii) any entity controlled by, controlling, or under common control with Jazz Pharmaceuticals, Inc.
 - **"Applicable Law"** means any law, regulation, order, guideline, code &/or standard issued by a governing or regulating body which would relate to the Goods, Services or Vendor, including, without prejudice to the foregoing, all export & import regulations & environmental law, data privacy law & GxP requirements Supply Chain Transparency and Modern Slavery laws, as amended and updated from time to time.
 - **"Goods"** means items and/or deliverables to be supplied to Jazz whether expressly or by implication under the Order
 - **"Jazz"** means a member of the Jazz Pharmaceuticals group of companies, its successors & assigns
 - **"Order"** shall mean any order, proposal, scope of work placed with Vendor by Jazz **"Vendor"** shall mean the person, partnership, company, corporation or combination thereof providing goods or services to Jazz pursuant to these T&Cs
 - **"Services"** means the services to be provided to Jazz by Vendor whether expressly or by implication under the Order
 - **"T&Cs"** shall mean these Terms & Conditions
- 1.2 Unless expressly stated otherwise, references to a **"day"** shall mean a calendar day.
2. **Order & Commencement of Services/Goods**
- 2.1 By accepting an Order or commencing any Services or supplying any Goods, Vendor accepts & agrees to be bound by these T&Cs to the exclusion of all other terms unless expressly agreed otherwise in writing.
- 2.2 THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS SET FORTH HEREIN. Acceptance of this purchase order by any means of acknowledgement or shipment of any Goods or performance of work or Services ordered hereunder constitutes acceptance by Vendor of the terms and conditions contained herein. No terms stated by Vendor in accepting, confirming or acknowledging this Order shall be binding upon Jazz if inconsistent with, or in addition to, the terms stated herein, unless accepted in writing by Jazz. If, however, a written contract is already in existence between Jazz and Vendor covering the purchase of the Goods, work or Services covered hereby, the terms and conditions of such contract shall prevail to the extent that it is inconsistent with these T&Cs.
- 2.3 Vendor hereby grants to Jazz a perpetual, non-transferable, worldwide, royalty-free license under all Vendor intellectual property solely to the extent included in the Goods to use and have used the Goods for any and all purposes.
- 2.4 Vendor is in the business of and is experienced and skilled in the supplying of the Goods/Services & acknowledges that Jazz will rely on the expertise of the Vendor.
- 2.5 Term: the term of these T&Cs shall be perpetual unless terminated earlier by Jazz.
3. **Price & Payment**
- 3.1 Unless expressly stated otherwise in the Order, Vendor agrees that the price stated in the Order shall be fixed & not subject to adjustment.
- 3.2 Unless otherwise stated in the Order, Vendor shall be responsible for all taxes, fees, duties & the like related to

- the performance of the Order & shall indemnify Jazz against all liabilities & associated costs & expenses which may be incurred in connection therewith.
- 3.3 Unless otherwise agreed in the Order, payment will be made within 60 days after receipt of an approved invoice. All invoices shall be marked with Order number & any other references requested by Jazz. Invoices shall clearly indicate to what the amount refers.
- 3.4 All invoices must be received by Jazz within 90 days of completion of Services or delivery of Goods. Jazz shall not be obliged to pay any amounts invoiced after such date.
4. **Performance of Order**
- 4.1 The timeline for performing Services or delivering Goods stated in the Order is binding upon Vendor and shall be of essence for any agreed deadlines.
- 4.2 If Jazz requests in writing, Vendor may provide Jazz with additional services or Goods. However, Vendor shall not commence execution of any additional activities until such time as a new or revised Order is signed by the parties.
5. **Delivery and Packaging**
- Vendor, at its own risk & expense, shall deliver the Goods properly packed, secured & marked with the applicable Order number to the location specified in that Order, or any alternative subsequently agreed. Each package should be clearly marked with Vendor's name and the delivery address specified.
6. **Quality & Guarantee**
- 6.1 Vendor represents, warrants & undertakes that:
 - (a) the Goods or Services will conform to all criteria, specifications & other descriptions supplied by Jazz & will be fit & sufficient for the purposes for which they are intended as evidenced in the Order or otherwise;
 - (b) it has the expertise, capability & requisite resources for the satisfactory & timely performance of the Order & it shall exercise the standard of care & skill normally practiced by reputable vendors in the performance of similar work; and
 - (c) it shall perform its obligations under the Order in a manner that does not infringe, or constitute an infringement or misappropriation of, the patent, copyright, trademark, trade secret or other proprietary rights of Jazz or any third party.
- 6.2 Jazz may by written notice to Vendor reject any Goods provided by Vendor which within a reasonable time of delivery Jazz believes not to be in accordance with the requirements of the Order and/or to be defective.
- 6.3 Vendor shall, at Jazz's sole option, without prejudice to Jazz's other legal rights, promptly and at its own risk & expense replace or repair any of the Goods which are or become defective during the period of 24 months after delivery, unless such defects are due to faulty designs made, furnished, or specified by Jazz and for which Vendor has disclaimed responsibility in writing prior to commencing manufacture. Should Vendor not promptly begin and diligently proceed to complete said remedy, Jazz shall have the right to have defective Goods replaced or repaired either by itself or by third parties & all costs thereof shall be borne by Vendor.
- 6.4 Additionally Vendor shall be liable for: (a) any sums paid by Jazz in respect of Goods which Jazz has rejected and which Vendor has not replaced; (b) any additional expenditure over and above the price of such Goods which Jazz has incurred; (c) Jazz's reasonable costs incurred in removing or dismantling defective Goods & installing repaired or replacement Goods.
- 6.5 If Vendor fails to perform the Services or any part thereof in

- accordance with these T&Cs, Jazz may (without prejudice to any other rights it may have) require Vendor to remedy the failure & provide replacement services in accordance with the Order & the T&Cs & in the event Vendor fails to do so within a reasonable period of time (as provided by Jazz), Jazz may (without prejudice to any other rights it may have)
 - (a) terminate the applicable Order(s) in whole or in part without liability to the Vendor;
 - (b) purchase substitute services from another service provider (at Vendor's cost);
 - (c) hold the Vendor accountable for any loss & additional costs incurred; &
 - (d) have all sums previously paid by Jazz to the Vendor under the Order refunded by the Vendor.
7. **Audit & Inspections**
- Jazz or its designee may inspect & audit the facilities, IT systems, records, documents & any other information of Vendor reasonably necessary to verify compliance with these T&Cs. Vendor will cooperate in any audits at its own expense. If any audit results in findings that require follow-up or action, Vendor will address such findings within a commercially reasonable timeframe at its own expense.
8. **Vendor Personnel**
- 8.1 Vendor assumes full responsibility for its personnel while performing the Order & shall be solely responsible for their supervision, co-ordination & daily directions & control, payment & all matters relating to their engagement.
- 8.2 Vendor shall ensure that its personnel or agents who access Jazz's property: (i) follow all Applicable Law, health & safety policies & procedures (including but not limited to, Jazz standard operating procedures & security policies) & any written instructions of Jazz; & (ii) wear & use the right protective equipment. Vendor shall ensure that its personnel participate in any instruction & training as required by Jazz.
9. **Compliance with Applicable Laws**
- 9.1 Vendor shall comply with, & the Goods and/or Services shall be provided in accordance with, all Applicable Law and in compliance with generally recognized commercial practices and standards in the pharmaceutical industry and has not been Debarred. Debarred shall mean excluded from participation in any government healthcare program, debarred from or under any other federal program, convicted of any offense defined in 42 U.S.C. Section 1320a-7 or otherwise deemed ineligible for participation in healthcare programs..
- 9.2 Vendor represents & warrants that it & its affiliates & their respective directors, officers, employees & its third parties will not, directly, pay, promise to pay, or authorise the payment of any money, or give, promise to give, or authorise the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government in connection with any services, except in exchange for legitimate services provided by such official, employee, agency, or instrumentality to achieve the purposes of an Order. In the event that Vendor learns of any activities in violation of this section, it shall immediately notify Jazz in writing & provide detailed information about the nature & extent of such activities.
10. **Indemnity**
- Vendor shall indemnify, defend & hold harmless Jazz & its Affiliates & their respective officers, directors, employees, agents & contractors from & against any & all claims, costs, proceedings, damages, expenses & liability awarded against or incurred or paid by any of them arising out of or

- in connection with death, illness or injury to any person, loss or damage to any property & any breach hereof, act or default, or negligence or failure or delay on the part of Vendor (or its employees, contractors or subcontractors), performance of any of the obligations under the Order or these T&Cs; & any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the use or supply of the Goods/Services.
11. **Insurance**
- Vendor shall maintain full & sufficient insurance cover with an appropriate insurance company regarding its liabilities hereunder & will, on Jazz's request, produce appropriate evidence confirming such insurance is in place.
12. **Risk and Title**
- 12.1 Unless otherwise agreed, full title to the Goods shall pass to Jazz at the earliest of: (a) the date the Goods are appropriated to the Order; (b) the date the Goods are delivered to Jazz; (c) the date payment for the Goods is made by Jazz to Vendor; or (d) the date of termination of the Order. Vendor agrees to execute all documents and do all things necessary to perfect transfer of title.
- 12.2 Unless otherwise agreed in writing, shipments are F.O.B. destination and risk of loss or damage prior to Jazz's receipt shall be upon Vendor. Where applicable with each shipment of chemicals, Vendor will provide a material safety data sheet. All required documentation shall accompany each shipment."
13. **Termination**
- 13.1 Without prejudice to any other right or remedy at law or otherwise, Jazz may at any time terminate the Order in whole or in part by giving 10 days' prior notice. Vendor shall cease all work on the terminated parts of the Order on the effective date of termination but shall continue to progress any parts of the Order which are not terminated. Jazz shall pay Vendor for the Services completed or Goods delivered in accordance with the Order & the T&Cs hereof as at the date of termination.
- 13.2 Without prejudice to any other right or remedy at law or otherwise, Jazz may terminate the Order in whole or in part with immediate effect if Vendor commits a material breach of any of the Order or these T&Cs. Any & all costs incurred by Jazz as a result of such termination shall be the sole responsibility of Vendor. Such costs shall include, by way of example but not by way of limitation, demurrage charges, shipping & storage costs & costs involved in having the Services provided by third parties.
- 13.3 Termination by Jazz in accordance with the provisions of this Section 13 shall not constitute a breach of the Order & shall not entitle Vendor to any damages, claims or compensation except as expressly provided under Section 13.2.
14. **Continuance of Obligations**
- 14.1 Notwithstanding any disagreement, dispute, protest, or legal proceeding arising out of or in connection with the Order or its performance, Vendor shall at all times proceed with the performance of its obligations under the Order unless Jazz agrees otherwise in writing. Any failure to proceed in accordance with the foregoing shall constitute a breach of a condition of the Order.
15. **Confidentiality**
- 15.1 Vendor shall, & shall ensure its employees, contractors, agents or servants shall maintain in strict secrecy & shall not divulge to any third party, all information, data & documentation, know-how, processes (whether in writing or otherwise) furnished by Jazz or its Affiliates to Vendor in connection with the Order or which becomes known to Vendor through its performance of the Order and

- Services, insofar as it is not clearly in the public domain other than through the act or omission of Vendor. Save to the extent necessary for the provision of the Goods/Services, Vendor shall neither copy nor make abstracts of documents relating to the Order on its own behalf or on behalf of third parties.
- 15.2 Vendor shall not mention Jazz's name in connection with the Order or disclose the existence of the Order in any brochure, publicity material or other similar communication to any third party without Jazz's prior written consent.
16. **Intellectual Property**
- 16.1 All intellectual property, including but not limited to patents, trade secrets, ideas, improvements, enhancements, know-how, copyright of every kind & description conceived, generated, made or reduced to practice, as the case may be, by Vendor, either alone or jointly with others, which arise out of or relate to the Goods/Services or the Confidential Information (the "IP") will be the sole & exclusive property of Jazz & Vendor shall disclose such IP promptly to Jazz.
- 16.2 The Vendor hereby assigns to Jazz, with full title guarantee & free from all third party rights, the IP & all other rights in the products of the Goods/Services without royalty or any other consideration. Vendor shall, promptly at Jazz's request, do (or procure to be done) all such further acts & things & the execution of all documents as Jazz may from time to time require for the purpose of securing for Jazz the full benefit of this provision, including all right, title & interest in & to the IP & all other rights assigned to Jazz hereunder.
17. **Data Privacy**
- Compliance with Data Protection Laws. The parties agree that no "personal data" or "personal information" (as such terms are defined in Applicable Privacy Laws) of persons will be "processed" (as such term is defined in Applicable Privacy Laws) until: (i) Jazz has performed an IT Security Assessment on Vendor; and (ii) the parties have first entered into an operative written contract, which may include the standard contractual clauses for the transfer of personal data to third countries as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and any amendments or successors to the same, or such other data processing agreement(s) as required by Applicable Privacy Laws for the lawful processing of personal data or personal information by the parties. "Applicable Privacy Laws" means (i) the EU General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR and UK Data Protection Act 2018; (ii) the California Consumer Privacy Act of 2018; and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information
18. **General Provisions**
- 18.1 Failure to exercise, or any delay in exercising, any right or remedy provided under these T&Cs or any Order or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 18.2 The provisions of Sections 6, 9, 10, 14, 15 & 16 shall survive completion or termination of the Order.
- 18.3 The descriptive headings of the sections of these T&Cs are inserted for convenience only & shall not control or affect the meaning or construction of any provision hereof.
- 18.4 Unless there is a written contract is already in existence between Jazz and Vendor these T&Cs represent the entire agreement between the parties & supersede all prior negotiations, representations or agreements, written or oral relating to the subject matter hereof but without

prejudice to any rights which may have already accrued thereunder to either party.

18.5 Jazz & Vendor are independent contractors. Nothing in these T&Cs shall be deemed to constitute a partnership or joint venture between them or constitute either or

them to be the agent of the other for any purpose.

18.6 If any provision (or part of a provision) of these T&Cs or any Order is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to

the extent required, be deemed not to form part of these T&Cs, & the validity & enforceability of the other provisions of these T&Cs shall not be affected

18.7 Vendor shall not assign, subcontract or delegate any part of the Order. Jazz has the right at its sole option to

assign to any of its affiliates or any third party the whole or part of its rights or obligations under an Order.

18.8 These T&Cs shall be governed by & construed in accordance with the laws of England & Wales & any dispute shall be subject to the exclusive jurisdiction of the

English courts.

* These Terms and Conditions are applicable in the absence of any other written agreement between the parties

* June 2022