1. **INTERPRETATION**

In these Conditions, the following expressions shall have the following meaning:

1. **“Agreement”:** means the agreement between Viatris and Supplier for the supply of Products and/or Services, which shall consist of the Order, these Conditions and such other documents referred to in the Order.
2. **“Claim(s)”:** means any claim, recall or lawsuit relating to the Products and/or Services.
3. **“Conditions”:** means these purchase terms and conditions as amended from time to time in accordance with article 15.8, together with any special terms and conditions explicitly agreed in writing between Viatris and Supplier.
4. **“Confidential Information”:** includes, but is not limited to, any regulatory, commercial, financial, commercial, sales, marketing, intellectual property, personnel, technological, and customer information, data bases and the existence and terms of the Agreement, in whatever form, such as notes, books, papers, diagrams, documents, reports, e-mail, memoranda, visual observations, oral communications and all other data or information, disclosed by Viatris to Supplier, including those made prior to the execution of the Agreement.
5. **“Force Majeure Event”:** means any situation which was reasonably unforeseeable at the time of the conclusion of the Agreement which is beyond the reasonable control of the affected party.
6. **“Intellectual Property” or “Intellectual Property Rights”:** means all patents, rights to inventions, copyright (or author rights) and related rights, trademarks, business and domain names, rights in goodwill, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
7. **“Order”:** means a specific purchase order in writing for Products and/or Services, given by Viatris to Supplier in accordance with these Conditions (including a material release form where the context permits), to which these Conditions are annexed or otherwise issued.
8. **“Products”:** means the products set out in the Order, including any materials, articles, plant, equipment or any part of them, to be provided by Supplier pursuant to the Agreement.
9. **“Services”:** means the services, including, without limitation, any deliverables, to be provided by Supplier under the Agreement as set out in the Specifications.
10. **“Specifications”:** means in relation to the Products, any specifications for the Products provided by Viatris to Supplier and, in relation to the Services, the description or specification for Services by Supplier as agreed in writing by Viatris.
11. **“Supplier”:** means the person or entity from whom Viatris purchases the Products and/or Services.
12. **“Supplier Know-How”:** means all ideas, processes and technologies contained in inventions and developments created by Supplier completely independent of the Agreement.
13. **“Viatris”:** means Pfizer Innovative Supply Point International BV (also known as PISPI BV), a Viatris company incorporated under Belgian law, with registered seat at Hoge Wei 10, 1930 Zaventem in Belgium, registered in the trade register of the Dutch speaking section of the Commercial court of Brussels (Belgium) with CBE n° BE 0463.648.419.
14. **“Viatris Materials”:** means all materials, software, equipment and tools, drawings, specifications, blueprints, media and data supplied by Viatris to Supplier in the frame of the Agreement.
15. **ORDER AND ACCEPTANCE**
	1. The Order constitutes an offer by Viatris to purchase Products and/or Services from Supplier in accordance with the Conditions. No order is binding on Viatris until it is accepted in accordance with article 2.2.
	2. The Order will be deemed to be accepted by Supplier on the earlier of (i) Supplier issuing written acceptance of the Order or (ii) any act by Supplier consistent with fulfilling the Order in whole or in part, at which point and on which date the Agreement will come into existence.
	3. The Supplier must immediately inform Viatris if the Supplier knows or believes that it will not be, or is unlikely to be, able to deliver all or any of the Products and/or Services by the date required on the Order and in such event Viatris is entitled to cancel any Order placed without liability and without prejudice to any other right or remedy.
	4. If there is a conflict between the Conditions and the terms of the Order, the terms of the Order shall take precedence over the Conditions.  If the Order is issued in conjunction with a detailed contract signed between Viatris and Supplier, the terms of the contract will take precedence over the Conditions.
	5. The purchase of Products and/or Services by Viatris is expressly conditioned on assent by Supplier to these Conditions. No terms or conditions of the Supplier which appear on any order confirmation, invoice, delivery note or other documentation relating to the Products and/or Services shall form part of the Agreement. The Supplier waives any rights that it might otherwise have to rely on such Supplier terms and conditions and those are hereby expressly rejected by Viatris.
16. **DELIVERY OF PRODUCTS**
	1. Supplier acknowledges that time is of the essence regarding delivery of Products and that Viatris has strict requirements regarding scheduled delivery dates for Products which are essential to Viatris’ business. In the event Supplier for any reason anticipates any difficulty in complying with any agreed delivery date or otherwise in accordance with any requirement of the Agreement, Supplier shall promptly notify Viatris in writing and shall use its best efforts to accommodate any reasonable request by Viatris to reschedule confirmed delivery dates, or to change other parts of any Agreement. Upon Viatris’ request Supplier shall without delay provide information in writing concerning the status of any Order, shipments due and payments and such other items relating to the business flow between Supplier and Viatris as Viatris may request. Viatris is not obliged to accept late deliveries, partial deliveries or excess deliveries.
	2. Supplier shall ensure that:
17. the Products conform the Specifications, and be fit for any purpose expressly or impliedly made known to Supplier by Viatris;
18. uses the best quality products, materials, standards, and techniques, and ensure that the Products will be free from defects in workmanship, installation and design;
19. Viatris Materials are held in safe custody at its own risk and maintain Viatris Materials in good condition until returned to Viatris, and not dispose of or use Viatris Materials other than in accordance with Viatris' written instructions or authorization;
20. not do or omit to do anything which may cause Viatris to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business.
21. the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition and free from damage;
22. Products shall be accompanied by a dispatch note / delivery note which identifies the Supplier’s full name and address, the Order number, special storage instructions, the invoice number, the description of the Products, Viatris’ product code (if any), the quantity delivered per box and per pallet, all markings required by Belgian and European regulations, and details of the delivery location as indicated on the Order or otherwise notified by Viatris (“**Delivery Address**”). Viatris reserves the right to return any Products that arrive without a dispatch note / delivery note at the expense and risk of the Supplier, and in any case to have Supplier bear any charges and expenses due to the lack of information upon the arrival of the Products;
23. if Supplier requires Viatris to return any packaging material for the Products to Supplier, which will only be done at the cost of Supplier, that fact shall be clearly stated on the dispatch note or delivery note;
24. it will adhere to any logistics procedures and warehousing instructions provided by Viatris.
	1. Supplier will deliver the Products (i) on the date specified in the Order, (ii) to the Delivery Address set out in the Order or as instructed by Viatris before delivery and (iii) during normal hours of business on a business day, or as instructed by Viatris.
	2. Upon failure to deliver within the agreed period, without the need for any formal notice of default, and except in case of duly established accident or force majeure, Viatris is entitled to a reduction of ten percent (10%) of the purchase price if the delay is longer than ten (10) calendar days, without prejudice to any other rights and remedies available to Viatris under the Conditions or applicable law.
	3. Delivery of the Products will be completed once the Products have been unloaded at the Delivery Address. Upon delivery at the Delivery Address, title of the Products shall automatically transfer to Viatris.
	4. Supplier will not deliver the Products in instalments without Viatris' prior written consent (to be provided in the Order or in a specific writing signed by Viatris). Where it is agreed that the Products are delivered in instalments, the Products may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment will entitle Viatris to the remedies set out in article 7.
	5. Unless specified otherwise in the Order, all Products will be sold Delivered Duty Paid (DDP) Delivery Address (Incoterms®) and all delivery terms will be interpreted in accordance with the most recently published Incoterms. Any shipment details will be as set out in the Order and, unless specified otherwise in the Order, all costs (including customs duty, taxes and other charges) and risk of loss or damage incurred in the shipment of Products (including loss during loading or unloading) will be borne solely by Supplier and the risk will not pass to Viatris until delivery of the Products **and** until Viatris has inspected and accepted the Products.
25. **INSPECTION**
	1. Viatris will have the right to inspect and test the Products at any time before delivery, including (but not restricted to) undertaking quality surveys and audits. Supplier will, without additional charge to Viatris, provide all reasonable facilities and assistance required for safe and convenient inspections by Viatris.
	2. If it results from such inspection or testing that the Products do not conform or are unlikely to comply with Supplier's warranties at article 6, Viatris will inform Supplier and Supplier will immediately take such remedial action as is necessary to ensure compliance.
	3. Notwithstanding any inspection or testing by Viatris, Supplier will remain fully responsible for the Products and any inspection or testing by Viatris will not reduce or otherwise affect Supplier's obligations under the Agreement. Viatris will have the right to conduct further inspections and tests after Supplier has carried out its remedial actions. For the avoidance of doubt, Viatris’ inspection, or lack of inspection, will neither relieve Supplier of responsibility for Products that do not comply with these Conditions, imply approval or acceptance of the Products by Viatris or waive Supplier’s liability for latent defects, fraud, mistake or breach of warranty.
	4. The acceptance of the delivered Products shall only take place after full inspection by Viatris at the Delivery Address. The simple taking of delivery of the Products by the reception service cannot be regarded as acceptance.
26. **PROVISION OF SERVICES**
	1. Supplier will meet any performance dates for the Services specified in the Order. Upon failure to meet such date(s), without the need for any formal notice of default, and except in case of duly established accident or force majeure, Viatris is entitled to a reduction of ten percent (10 %) of the purchase price if the delay is longer than ten (10) calendar days, without prejudice to any other rights and remedies available to Viatris under the Conditions or applicable law.
	2. In providing the Services, Supplier will:
27. co-operate with Viatris in all matters relating to the Services, and comply with all instructions of Viatris;
28. perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade;
29. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Agreement;
30. ensure that the Services will conform with all descriptions and specifications set out in the Specifications, and that they will be fit for any purpose expressly or impliedly made known to Supplier by Viatris;
31. ensure that it has all equipment, tools and such other items as are required to provide the Services;
32. use the best quality products, materials, standards and techniques, and ensure that the deliverables, and all products and materials supplied and used in the Services or transferred to Viatris will be free from defects in workmanship, installation and design;
33. obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
34. observe all health and safety rules and regulations and any other security requirements that apply at any of Viatris' premises;
35. hold all Viatris Materials in safe custody at its own risk, maintain Viatris Materials in good condition until returned to Viatris, and not dispose of or use Viatris Materials other than in accordance with Viatris' written instructions or authorization; and
36. not do or omit to do anything which may cause Viatris to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Viatris may rely or act on the Services.
37. **WARRANTIES**
	1. Supplier warrants that:
38. the Products and/or Services correspond with their description, the Agreement and any applicable Specifications;
39. the Products are of satisfactory quality and conform to the quality expected and fit for any purpose held out by Supplier or made known to Supplier by Viatris;
40. the Products, where applicable, are free from defects in design, materials and workmanship and shall be subject to a contractual warranty of at least twelve (12) months after delivery;
41. the Products and/or Services comply with all applicable statutory and regulatory requirements relating to them;
42. the Products do not present a health and safety risk when properly used;
43. full traceability of all Product is ensured, as well as all materials and ingredients used in the foregoing, and Supplier shall at all times be able to present Viatris with documentary evidence in relation thereto;
44. at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Products and/or Services.
45. it complies during the execution of the Agreement with Viatris’ Supplier Code of Conduct (<https://www.viatris.com/-/media/project/common/viatris/pdf/corporate-governance/viatris-supplier-code-of-conduct.pdf>) performance standards policies, operating procedures, safety instructions.
46. It complies with all Viatris safety, security and site procedures (including office conduct), as amended from time to time, if and when on Viatris premises. Viatris shall inform and make Supplier aware of said procedures and their amendments, otherwise Viatris may immediately withdraw access.
47. It has full clear and unencumbered title to all Products, and that at the date of delivery of such Products to Viatris, it will have full and unrestricted rights to sell and transfer all such Products to Viatris.
48. that the possession and/or use of any Products or Service by Viatris shall not infringe any third party’s Intellectual Property Rights.
	1. Supplier assigns and warrants that it has the authority to assign to Viatris all manufacturer’s warranties, express or implied, representations, service agreements and other indemnities, if any, applicable to all Products and/or Services sold to Viatris by Supplier.
	2. Supplier further warrants that Viatris is entitled to request replacement of any and all member(s) of Supplier’s personnel for justified reasons. If a replacement is requested, Supplier will immediately replace the identified personnel at no cost to Viatris. Furthermore, Supplier will not offer, promise, initiate an offer to or employ personnel of Viatris during the term of the Agreement and for one (1) year thereafter.
	3. Supplier shall be solely responsible for complying with its fiscal, social security, labour law, payroll, tax obligations that are related to the performance of the Agreement, its professional activity, its personnel and subcontractors. Supplier maintains full responsibility for the acts of its personnel and subcontractors in the performance of its obligations under the Agreement. Neither Supplier nor its employees or subcontractors are or will be deemed to be employees of Viatris during the period of delivery of the Services.
	4. Supplier warrants that all and any documents (and copies, reproductions and reductions in to writing thereof), materials and equipment made available to Supplier by Viatris, at any time during the Agreement, shall remain the property of Viatris and shall be returned to Viatris promptly upon its request or, by default, within ten (10) calendar days following the expiration or termination for whatever reason of the Agreement.
49. **REMEDIES**
	1. If Supplier is in breach of the Agreement, then, without limiting its other rights or remedies, Viatris shall be entitled to one or more of the following rights or remedies (and, in the case of the delivery of Products, whether or not it has accepted the Products):
50. to reject the Services and/or Products (in whole or in part) whether or not title has passed and to return them to Supplier at Supplier's own risk and cost;
51. to cancel the Order in whole or in part at Supplier’s own risk and cost;
52. to require Supplier to repair or replace rejected Products or correct the rejected Services at Supplier’s own risk and cost or to provide a full refund of the price of the rejected Products / Services (if paid);
53. to refuse to accept any subsequent delivery of the Products / Services which Supplier attempts to make;
54. to terminate the Agreement with immediate effect, and without court intervention, by giving written notice to Supplier;
55. to recover from Supplier any costs incurred by Viatris in obtaining substitute products from a third party; and
56. to claim damages for any additional costs, loss or expenses incurred by Viatris arising from Supplier's breach of the Agreement.
	1. Notwithstanding article 7.1, Viatris may cancel the Order for convenience in whole or in part at any time having provided prior written notice of cancellation to Supplier. Such cancellation will be without liability to Viatris except Viatris will pay Supplier for the cost of any documented work in progress and for any material commitments made within the time period specified on the face of the Order or, if no time period is specified, within the two week period from the date of the notice of cancellation.
	2. These Conditions will extend to any repaired or replacement Products and/or to any substituted or remedial Services supplied by Supplier.
	3. Viatris is entitled to reject any Product / Service delivered which is not in accordance with the Agreement within sixty (60) calendar days of the defect coming to its attention.
57. **PRICING AND PAYMENT**
	1. The price for the Products and/or Services (i) will be the price set out in the Order and (ii) will be inclusive of the costs of packaging, insurance and carriage of the Products to the Delivery Address, and any duties, levies or taxes other than valued added tax, unless otherwise agreed in writing by an authorised representative of Viatris.
	2. All prices are stated in Euros unless otherwise specified. To the extent permitted by applicable law, Supplier warrants that the prices stated in the Order are not higher than prices currently charged to other buyers at similar volumes, as the case may be. If Supplier’s prices for similar products or services are reduced (whether by way of a price reduction, close-out, rebate, allowances or additional discounts offered at any time prior to shipment), Supplier will reduce the price for the Products and/or Services and will invoice Viatris at the reduced prices.
	3. Supplier will invoice Viatris on delivery of the Products or immediately after completion of the Services. Each invoice will include supporting information required by Viatris to verify the accuracy of the invoice, including but not limited to the relevant Order number and must reflect the prices stated in the Order.
	4. In consideration of the supply of Products and/or Services by Supplier, Viatris will pay the invoiced amounts within sixty (60) days of the date of issuance of a correctly rendered invoice to a bank account nominated in writing by Supplier.
	5. All amounts payable by Viatris under the Agreement are exclusive of value added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Agreement by Supplier to Viatris, Viatris will, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products and/or Services at the same time as payment is due for the supply of the Products and/or Services.
	6. Supplier will not be entitled to assert any credit, set-off or counterclaim against Viatris in order to justify withholding payment of any amount in whole or in part. Viatris may, without limiting its other rights or remedies, set off any amount owed to it by against any amount payable by Viatris to Supplier.
58. **INTELLECTUAL PROPERTY RIGHTS**
	1. To the fullest extent permitted under Belgian law, Supplier assigns to Viatris, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Products and/or the Services including for the avoidance of doubt the deliverables. If and to the extent that these cannot be assigned by virtue of applicable law, Supplier hereby grants to Viatris any unlimited, exclusive, irrevocable, worldwide, royalty free, transferrable, sub-licensable right and license thereto for the full term of protection therein and to the fullest extent permitted under applicable law.
	2. Supplier shall ensure that all Intellectual Property Rights in connection with work commissioned or ordered from a third party for the performance of the Agreement, shall also be passed to Viatris in accordance with article 9.1 above. Supplier will further obtain or procure the obtaining for Viatris of all required authorisations, consents and releases from authors, artists, photographers, models and any other persons and Intellectual Property Rights holders as may be required in connection with the Agreement.
	3. All Viatris Materials shall remain Viatris’ property, just access shall not be considered as a license or transfer of the mentioned trademarks or Intellectual Property Rights to Supplier who is not allowed to use them for any reason other than the one herewith agreed. The same shall be retained in such a way so as to facilitate return delivery to Viatris upon request. Viatris retains the exclusive ownership over the work methods, tools, documents, software and know-how it has contributed or developed independently from the Products or Services, regardless of whether the same are protected by Intellectual Property Rights.
	4. All ideas, processes and technologies contained in inventions and developments created by Supplier completely independent of the Agreement (“Supplier Know-How”) will remain the exclusive property of Supplier. To the extent that Supplier discloses or uses Supplier Know-How in providing the Products and/or Services to Viatris under the Agreement, Supplier grants Viatris a perpetual, royalty-free, worldwide, non-exclusive licence to use Supplier Know-How in Viatris’ services, products and processes.
59. **LIABILITY AND INDEMNIFICATION**
	1. Supplier is liable for and will keep Viatris indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and costs awarded against or incurred or paid by Viatris as a result of or in connection with:
60. any claim by Viatris or against Viatris by a third party for damage arising out of, or in connection with, defects in the Products and/or Services, to the extent that the defect in the Products and/or Services is attributable to acts or omissions of Supplier, its employees, agents or subcontractors;
61. any claim by Viatris or against Viatris by a third party arising out of, or in connection with, the supply of the Products and/ or Services, to the extent that the claim arises out of the breach of contract / warranty, negligence or failure or delay in performance of the Agreement by Supplier, its employees, agents or subcontractors; and
62. any claim made against Viatris for actual or alleged infringement of a third party's Intellectual Property arising out of, or in connection with, the manufacture, supply or use of the Products or receipt, use or supply of the Services.
	1. Each party will notify the other of any Claims. In the event of any Claims, Viatris will accept no liability on behalf of Supplier and Supplier will, at its own discretion, be responsible for the defence of Claims. If Supplier fails to defend Claims, Viatris reserves the right (subject to having first given Supplier thirty (30) days written notice to assume the defence and Supplier not having acted thereon by defending the Claim) to assume the defence, and Supplier will remain obliged to indemnify Viatris provided that Viatris must act reasonably and mitigate its loss. Supplier is not authorised to settle any Claims without the prior written consent of Viatris except where Supplier is indemnifying Viatris in respect of the Claim. In any event, Viatris will not unreasonably withhold its consent. Viatris has the right to participate in the defence and/or settlement of any such Claim or action in order to protect its own interests.
	2. Supplier will be solely responsible for, and its indemnification obligation will extend to, all acts and omissions of any of its affiliates, successors, and permitted assigns, and its or their respective directors, employees, agents, or contractors in the performance of its obligations under the Agreement.
	3. In no circumstances will Viatris be liable for loss of profits, business interruption, incidental or consequential damages. Viatris’ liability for any claim arising out of or in relation to the Agreement will be capped at the price of the Products and/or Services giving rise to the claim. Any action by Supplier against Viatris arising out of or in relation to the Agreement must be commenced by Supplier within one (1) year after Supplier discovered the related cause of liability.
	4. Nothing in the Agreement shall limit the liability of the other party caused by or in relation to (a) breach of the confidentiality, data protection, anti-corruption, independent contractor and intellectual property obligations of the Agreement, (b) infringement of intellectual property rights, (c) wilful misconduct or gross negligence, or (d) bodily harm or personal injury.
	5. Supplier has and shall keep up to date for the duration of the Agreement and any extensions thereof, an insurance policy financially substantial enough to cover all and any liability that could be incurred in relation to the performance of the Agreement and delivery of the Services. Upon request by Viatris, Supplier shall prove by written records the existence and conditions of such an insurance policy.
63. **CONFIDENTIALITY**
	1. Except for the purposes of the Agreement, Supplier will not use for any other purpose(s), nor cause or permit to be used by others, either directly or indirectly, any Confidential Information disclosed hereunder without the prior written consent of Viatris, subject to the exceptions contained in herein.
	2. Confidential Information may be disclosed to third party consultants, agents, and advisors of Supplier on a need-to-know basis, provided that these recipients have previously agreed in writing to be bound by the terms of this confidentiality provision. Supplier may also disclose such Confidential Information as it deems appropriate to its employees provided such employees have a need to know. Supplier agrees to enforce the provisions of this article as to any such employee or a third party consultant, agent or advisor who receives Confidential Information hereunder, and to be liable for breach of the Agreement by any or all such persons.
	3. Notwithstanding anything to the contrary contained herein, the recipient of Confidential Information disclosed hereunder shall be under no duty to maintain the confidentiality of any such Confidential Information which the recipient proves that:
	4. at the time of disclosure is within the public domain;
	5. after disclosure becomes a part of the public domain through no fault, act or failure to act, error, effort or breach of the Agreement by the recipient;
	6. is known to the recipient at the time of disclosure;
	7. is discovered by the recipient independently of any disclosure by the disclosing party; or
	8. is obtained from a third party who has acquired a legal right to possess and disclose such Confidential Information.
	9. If a party is required by order, statute or regulation of any government authority or other legal compulsion to disclose Confidential Information to any administrative or state agency, court or other body, such party may make such disclosure; provided, however that such party shall use its best efforts under the circumstances to notify the disclosing party so as to provide or afford the disclosing party the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant.
64. **TERMINATION**
	1. Without limiting its other rights or remedies, Viatris may demand adequate written assurance of performance or, at its own discretion, terminate the Agreement with immediate effect and without prior court intervention by giving written notice to Supplier if:
65. Supplier commits a material or persistent breach of the Agreement and if such a breach is remediable fails to remedy that breach within thirty (30) days of receipt of notice in writing of the breach; or
66. Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of Supplier;
67. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Supplier;
68. Supplier is the subject of a bankruptcy petition order;
69. a creditor or encumbrancer of Supplier attaches or takes possession of, or another such process is levied or enforced on, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) calendar days;
70. an application is made to court, or an order is made, for the appointment of an administrator over Supplier or the assets of Supplier, or if a notice of intention to appoint an administrator is given;
71. any event occurs, or proceeding is initiated, with respect to Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events; or
72. Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.
	1. In any of the circumstances in these Conditions in which Viatris may terminate the Agreement, where both Products and Services are supplied, Viatris may instead terminate part of the Agreement in respect of the Products, or in respect of the Services, and the Agreement will continue in respect of the remaining.
	2. All provisions of these Conditions which in order to give effect to their meaning need to survive the termination of the Agreement in whole or in part will remain in full force and effect after such termination.
73. **DATA PROTECTION**
	1. The Supplier shall abide with all applicable data protection laws, rules and regulations.
	2. The performance of Agreement or the preparation thereof may require Supplier to process personal data in respect of which Viatris is the data controller. In such case, the parties will enter into a separate Data Processing Agreement that will define the roles and responsibilities of the Parties with respect to these data.
	3. Without prejudice to article 13.2, Supplier is informed that any Personal Data relating to Viatris’ employees, consultants and agents provided in connection with the Agreement may be processed for the following purposes:
74. administration and supply of the Products and/or Services, including support, maintenance and billing;
75. communication with Viatris, whether by mail, telephone, facsimile, electronic mail, or by other means of communication.
	1. The Supplier shall not sub-contract the processing of any Viatris’ personal data without previously obtaining a written approval of Viatris.
	2. The Supplier warrants that the individuals acting on behalf of the Supplier are informed that their personal data shall be collected and processed to manage this contractual relationship. Viatris will also collect and process the personal data of the personnel that is engaged in the execution of the Agreement for or on behalf of the Supplier, and the Supplier is obliged to inform its personnel in advance about such collection and processing.
	3. Each party is obliged to facilitate the exercise of the legal rights of access, rectification, limitation, portability and opposition over said personal data, as well as any other right under the GDPR and other regulations that might be applicable from time to time (the “Rights”). The exercise of the Rights must be addressed (in writing and quoting the ref. " Data Protection") to the registered offices that are indicated in the headings of the Agreement, and for Viatris also to the e-mail address: dataprivacy@viatris.com.
	4. The Supplier will indemnify Viatris in respect of any sanction, fines, penalties, claim, losses, damage, liability or any financial consequence that Viatris may incur as a result of the Supplier’s acts or omissions, whether deliberate, accidental, negligent or reckless, in the course of the performance or purported performance of the obligations or rights under this article 13 whether such acts or omissions amount to a breach of an express or implied obligation under the Agreement or a breach of any other legal requirement or obligation, code, practice, license, forbearance, approval, permission or rule.
76. **ANTI-CORRUPTION UNDERTAKING**
	1. Supplier understands that Viatris is required to and does abide by the United States Foreign Corrupt Practices Act (“FCPA”), the United Kingdom Bribery Act (“UKBA”), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and all other applicable national and local anti-corruption laws (collectively, the “Anti-Corruption Laws”). Each party represents and warrants that no one acting on its behalf will offer, promise, make, accept, solicit, authorize or provide, directly or indirectly, any payments, gifts, or anything of value to any person for the purpose of corruptly or improperly influencing or rewarding any action, inaction, or decision by such person, or for the purpose of obtaining or retaining business or securing an improper business advantage. This representation and warranty extend to bribery of government officials or government employees (including employees of government-owned and government-controlled corporations or agencies) and bribery of individuals or organizations operating in the private sector. Moreover, this representation and warranty extends to payments, even in nominal amounts, made to government officials to expedite or secure routine, non-discretionary actions (e.g. processing visas, licenses, or permits).
	2. Each party represents and warrants that no one acting on its behalf will offer, promise, make, accept, solicit, authorize or provide, directly or indirectly, any payments, gifts, or anything of value to any political party, official of a political party, or candidate (or to an intermediary of any such person) for the purpose of corruptly or improperly influencing or rewarding any action, inaction, or decision by such person.
	3. Supplier understands that Viatris may immediately suspend payment, in its sole discretion and without notice, if the actions or inactions of Supplier become subject to an investigation of potential violations of the Anti-Corruption Laws. Moreover, Supplier understands that if Viatris determines that Supplier failed to comply with the provisions of any Applicable Law, including the Anti-Corruption Laws, Viatris may immediately terminate the Agreement, and any payments due thereunder, in its sole discretion and without notice.
	4. Each party warrants that all persons acting on its behalf will comply with all Applicable Laws in connection with all work under the Agreement, including the Anti-Corruption Laws if any, prevailing in the country(ies) in which such party has its principal places of business.
	5. Each party further warrants and represents that should it learn or have reason to suspect any breach of the covenants in this article 14, it will immediately notify the other party.
	6. Viatris shall be allowed to reasonable access to the Supplier’s books and records and shall have the right to audit the Supplier on a periodic basis with respect to this article 14.
77. **MISCELLANEOUS**
	1. Neither party will be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such delay or failure is caused by a Force Majeure Event. If Supplier is unable to supply Products and/or Services as a result of the Force Majeure Event, Viatris may procure the supply of Products and/or Services from other suppliers but reserves the right to either (i) revert to Supplier once the Force Majeure Event has ceased or (ii) if the Force Majeure Event prevents Supplier from supplying the Products and/or Services for more than four weeks, Viatris may (without limiting its other rights or remedies) terminate the Agreement with immediate effect by giving written notice to Supplier.
	2. Supplier shall not delegate any of its obligations under the Agreement without the prior written consent of Viatris. Any such delegation consented to by Viatris shall not relieve Supplier of its responsibilities and liabilities under the Agreement and Supplier shall remain liable for the conduct and performance of each subcontractor approved pursuant to this article.
	3. Neither party may transfer or assign its rights and obligations under the Agreement without the other party's prior written consent, except that Viatris may transfer the Agreement or assign its rights and obligations under the Agreement to an affiliated company or to a third party including by way of a merger, demerger and/or contribution, or other change of control transaction or the sale of all or substantially all of its assets to which the Agreement relates. Supplier undertakes to sign and execute upon request any document required to effect the legal or administrative regularisation of such transfer.
	4. Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make any commitments on the other’s behalf. Nothing in the Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties.
	5. Any notice or other document to be served under the Agreement may be delivered or sent by registered letter to the party to be served to its respective registered office or to any other address which may have been communicated for this purpose by a party to the other party. Any such notice or document may also be delivered or sent by email (with read receipt) to the email address normally used by the other party in its exchanges with the notifying party for other purposes, or to any other email address which might have been communicated for this purpose by a party to another party, but only when and to the extent such notification will have expressly or implicitly acknowledged by the receiving party.
	6. A party shall not be deemed having waived a right under the Agreement only because it has not exercised or delayed the exercise of that right. The partial exercise of a right shall not prevent a subsequent exercise thereof, nor in general the exercise of rights and recourses provided by law.
	7. If any provision of the Agreement is found invalid, illegal or unenforceable by a court of law, the remainder of the Agreement shall continue in full force and effect. The invalid, illegal or unenforceable provision shall in such event be automatically replaced by a valid, lawful and enforceable provision of which embodies as closely as possible the purpose of the invalid, illegal and unenforceable provision.
	8. No amendment or modification to the Agreement shall be valid or binding on either party unless made in writing and duly signed by both parties.
	9. The Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence and negotiations between them relating to its subject matter.
78. **GOVERNING LAW AND JURISDICTION**
	1. The Agreement and the transactions contemplated in the Agreement are governed by and construed and enforced in accordance with the laws of Belgium, regardless of conflict of laws principles. The parties expressly exclude the applicability of the Convention on Agreements for the International Sale of Goods of 11 April 1980.
	2. The parties agree that the Dutch-speaking courts of Brussels (Belgium) shall have exclusive jurisdiction to settle any dispute, which may arise out of or in connection with the Agreement.