4.4.9 Performance means a breach of expectations that a person will act in good faith, in honesty and with reasonable care and skill.

4.4.10 Public officials mean a person who holds, has held, or seeks an office of state or local government. This includes any executive or administrative officer or employee of any level of government, including, without limitation, elected officials, legislative officials, judicial officials, and any employee, consultant, or agent of such officials.

5.1 The Supplier is entitled to terminate the Contract with immediate effect by written notice if the Company becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities, or if the Company is a corporation, it may be wound up or is the subject of any legal or equitable proceedings, or is appointed or taken over by any person or persons to whom the Company has assigned or transferred its business or the whole or any substantial part of its undertaking.

5.2 The Supplier may invoke the Company's rights to terminate the Contract in any of the following circumstances:

(a) if the Company, or any of its directors or managers, including any person in any of such capacities, promises, or gives a financial or other advantage to another person where it is intended to bring about the improper performance of a relevant function or activity, or to reward such improper performance; acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity. "Improper Performance" means a breach of expectations that a person will act in good faith, impartially, or in accordance with a position of trust.

6.1 The price of the Services and/or Equipment will be stated in the Order and, unless otherwise stated is:

(a) exclusive of any applicable value added tax (or such tax shall be payable by the Supplier subject to receipt of a VAT Invoice); and

(b) inclusive of all charges for packaging, package, carriage, insurance and delivery of the Equipment to the Delivery Address and any duties, taxes or levies other than Value Added Tax.

6.2 No increase in the price may be made, whether on account of increased material, labour or transport costs or otherwise, without the prior written consent of MYLAN in writing.

6.3 The Company is entitled to charge the Supplier for any amount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

7.2 The Supplier shall arrange for such appropriately qualified personnel (employees, agents and/or representatives) as are necessary to support its obligations under any Order (the "Personnel")

7.3 The Supplier shall only use Personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled.

7.4 The Company shall ensure that its Personnel who provide the Services and/or Equipment:

(a) are suitably qualified and/or trained in the appropriate professional skills and qualifications in order to provide the Services and/or Equipment;

(b) comply with all applicable legal and/or statutory requirements in relation to the work carried out on behalf of the Company.

The validity of the above conditions stated above is limited to the performance of the Supply

---

[McDermott Labs, Ireland - Terms and Conditions of purchase]