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

- "Mylan" means Mylan UK Limited or Generics UK Limited as identified on the front of the Order.
- "the Contract" means the Order and the Conditions and any Drawings or other documents which are attached or referred to in the Order or which relate to the Goods ordered.
- "the Goods" means the goods or any of them described in the Order including any materials, articles, plant, equipment, products or services or any of them to be supplied to MYLAN pursuant to the Contract.
- "Supplier" means the person, firm or company to whom the Order is addressed.

2 Basis of Purchase

2.1 The Order constitutes an offer by MYLAN to purchase the Goods subject to the Conditions and no Order is binding on MYLAN until MYLAN has issued the Supplier either express or implied notice of acceptance or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.2 These Conditions along with any documents incorporated in every contract or other course of dealings made or undertaken by MYLAN with the Supplier. No other action on the part of the MYLAN, whether by accepting Goods or otherwise, shall be construed as an acceptance of any other conditions.

3 Ordering Procedure and Orders

3.1 MYLAN may place Orders for goods in writing on MYLAN's official purchase order form. The date and place of delivery may be altered by MYLAN from time to time by written notice to the Supplier. The Supplier must not make any changes whatsoever in the colour, specification, design or description of the Goods once ordered without the prior written consent of MYLAN.

3.2 The Supplier must immediately inform MYLAN if the Supplier knows or believes that it will not be, or is unlikely to be, able to deliver all or any of the Goods by the date required on the Order and MYLAN is entitled to cancel any Order placed without liability and without prejudice to any other rights or remedy.

4 Deliveries

4.1 All Goods must be delivered Carriage and Insurance Paid (as that term is defined in Incoterms 2010 Edition) to the address stated on the Order or otherwise notified to MYLAN ("Delivery Address") except where any of these Conditions expressly provides otherwise or unless otherwise agreed in writing. All Goods must be delivered or made available at the Delivery Address, as indicated in the order or otherwise stated, including crates, packing, packing inserts and delivery.

4.2 The Goods ordered by MYLAN are at the Supplier's risk until delivered to the Delivery Address.

4.3 Delivery must be made by the Supplier during MYLAN's normal working hours (between 8 am and 4 pm Monday to Friday) or as requested by MYLAN. MYLAN accepts no responsibility for Goods not delivered outside these times.

4.4 The title in the Goods passes to MYLAN on proper delivery to the Delivery Address, whether or not MYLAN has made payment in respect of them, unless payment of the Goods is made or prohibited, in which case title passes to MYLAN once payment has been made and the Goods have been appropriated to the Contract. The Supplier will indemnify MYLAN against any third party claims regarding title of goods.

4.5 Each consignment of Goods ordered by MYLAN must be delivered in full by the due date stipulated by MYLAN for the delivery of the Goods in question to its satisfaction. The date for delivery is as specified in the Order. If no such date is specified then the Supplier shall request a date for delivery from MYLAN and MYLAN will provide such date for delivery to the Supplier. If any Order is only partially fulfilled by the agreed date, then MYLAN reserves the right, without prejudice to any other remedy, either to accept or reject those Goods that have been delivered and, in either case, to cancel the Order in respect of those that have not been delivered on time and to apportion the price accordingly.

4.6 All Goods delivered must be accompanied by a dispatch note or a consignment note and a packing note quoting the Order reference number (and any relevant part number) which must be displayed prominently. Any indication by MYLAN on delivery that a consignment agrees with the consignment note shall not be taken as indicating that MYLAN has accepted the Goods.

4.7 MYLAN is entitled to reject any Goods delivered which are not in accordance with the Contract within 60 days of delivery, on account of non-conformance.

4.8 The Supplier bears the risk in respect of any rejected Goods. MYLAN is entitled to charge the Supplier a daily storage charge for the period in which any rejected Goods remain uncollected.

4.9 If the Supplier fails to deliver any Goods ordered by MYLAN in full or to make delivery within the period specified, the Supplier is liable to indemnify and reimburse MYLAN fully for its loss or damage directly or indirectly attributable to the delay in delivery or failure to deliver, including (without limitation) any reasonably incurred by MYLAN in any way attributable to the Supplier’s failure to deliver the Goods on the due date.

5 The Goods

5.1 The Supplier warrants, represents and undertakes to MYLAN that the Goods delivered or supplied:

(a) will comply with the Contract and/or any specifications issued in connection therewith in quantity, quality and description for the Supplier’s guarantee period whichever is the longer;

(b) will be of satisfactory quality and fit for any purpose for which they are supplied and held out by the Supplier and for which they are commonly used;

(c) will be free from defects in design, material and workmanship;

(d) will conform with all relevant legal and statutory requirements including, but without limitation, the Trades Descriptions Act 1968, the Health and Safety at Work Act 1974, the Consumer Protection Act 1987, and any amendments, modifications, re-enactments and regulations made under any of those acts;

(e) will be in accordance with the latest current issue of any relevant British Standards, Specifications and Codes of Practice, as at the date of the Order and of delivery or supply unless agreed otherwise in writing.

The warranties set out in this Condition 5.1 will continue in force notwithstanding the acceptance or rejection of the Goods by the Company of the Supplier.

5.2 Without prejudice to any other remedy, if any Goods are not supplied in accordance with the Contract then MYLAN is entitled:

(a) to require the Supplier to supply replacement Goods in accordance with the Contract within 7 days; or

(b) at MYLAN’s sole option, and whether or not MYLAN has previously required the Supplier to supply replacement Goods, to take delivery of and retain the Goods delivered in connection with the replacement of any part of the Goods which has been paid for and any sums due pursuant to Condition 5.3.5.

5.3 The Supplier must indemnify MYLAN in full against all damages, costs and expenses (including legal expenses) awarded against or incurred or paid by MYLAN as a result of (i) a breach of any warranty given by the Supplier in relation to the Goods or warranty or term of the Contract; or

(ii) any claim that the Goods are the importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person; any claim arising from injury to person (except where solely caused by MYLAN’s negligence) or damage to property arising from the use of the Goods or the failure of the Supplier, its employees or agents on MYLAN’s premises.

5.4 The Company’s rights under these Conditions are in addition to the statutory conditions implied in favor of MYLAN by the Sale of Goods Act 1979 as amended.

6 Price

6.1 The price of the Goods will be as stated in the Order and, unless otherwise stated is:

(a) exclusive of any applicable value added tax (which shall be payable by MYLAN subject to receipt of a valid VAT receipt) and

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

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

6.3 The Company is entitled to increase the bulk, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not on its own terms and conditions of sale.

7 Payment

7.1 The Supplier may invoice MYLAN on or at any time after proper delivery of the Goods.

7.2 Unless otherwise stated in the Order, MYLAN will pay the price of the Goods within 60 days from the last day of the month in which the invoice is issued pursuant to Condition 7.1 but this time for payment is not of the essence.

7.3 Without prejudice to any other right or remedy, MYLAN is entitled to set off against the price of the Goods any sums owed to MYLAN by the Supplier.

8 Termination

8.1 MYLAN is entitled to terminate the Contract with immediate effect by written notice if the Supplier becomes unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities (whether or not the same are contingent and prospective liabilities; or a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs; or if the Supplier commits a material breach of the Contract or any other contract between MYLAN and the Supplier.

8.2 If any of the events described in Condition 8.1 occurs MYLAN is entitled without prejudice to any of its other rights to avail itself of any one or more of the following remedies at its discretion, whether or not any of the Goods have by then been supplied.

(a) to rescind the Order;

(b) to require the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned will be paid immediately by the Supplier;

(c) to refuse to accept any further delivery of the Goods but without any liability to the Supplier;

deadline, then MYLAN reserves the right, without prejudice to any other remedy, either to accept or reject those Goods that have been delivered and, in either case, to cancel the Order in respect of those that have not been delivered on time and to apportion the price accordingly.

(e) to reserve its right to accept any further delivery of the Goods but without any liability to the Supplier;

(f) to require the Supplier to remove the Goods, deliver the Goods to MYLAN at the Supplier’s expense or to reimburse MYLAN for the cost of removing the Goods from the site of storage.

7.4 Each consignment of Goods ordered by MYLAN must be delivered in full by the due date stipulated by MYLAN for the delivery of the Goods in question to its satisfaction. The date for delivery is as specified in the Order. If no such date is specified then the Supplier shall request a date for delivery from MYLAN and MYLAN will provide such date for delivery to the Supplier. If any Order is only partially fulfilled by the agreed date, then MYLAN reserves the right, without prejudice to any other remedy, either to accept or reject those Goods that have been delivered and, in either case, to cancel the Order in respect of those that have not been delivered on time and to apportion the price accordingly.

6.3 The Supplier must indemnify MYLAN in full against all damages, costs and expenses (including legal expenses) awarded against or incurred or paid by MYLAN as a result of (i) a breach of any warranty given by the Supplier in relation to the Goods or warranty or term of the Contract; or

(ii) any claim that the Goods are the importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person; any claim arising from injury to person (except where solely caused by MYLAN’s negligence) or damage to property arising from the use of the Goods or the failure of the Supplier, its employees or agents on MYLAN’s premises.

6.4 Supplier may invoice MYLAN on or at any time after proper delivery of the Goods.

6.7 Unless otherwise stated in the Order, MYLAN will pay the price of the Goods within 60 days from the last day of the month in which the invoice is issued pursuant to Condition 7.1 but this time for payment is not of the essence.

6.8 Without prejudice to any other right or remedy, MYLAN is entitled to set off against the price of the Goods any sums owed to MYLAN by the Supplier.