

## STANDARD TERMS AND CONDITIONS OF PURCHASE (“these Terms”)

1 DEFINITIONS In this Order, unless the context otherwise requires:- “Buyer” means Upjohn legal entity as stipulated in the “Invoice to” field on page one of this Order. “Delivery” has the meaning given in Section 5.1. “Delivery Time” means: (a) if this Order relates to the purchase of Materials by Buyer, the date(s) upon which the Materials are to be delivered; or (b) if this Order relates to the supply of Services to Buyer, the period(s) over which the Services are to be provided. “Materials” means all of the goods and materials described in the Transaction Details which are to be supplied to Buyer under this Order. “Order” means these Terms and Conditions, the Transaction Details and the Specification (if any). “Point of Delivery” means such location for delivery of the Materials or performance of the Services (as the case may be) as Buyer specifies in the Transaction Details. “Seller” means the person(s) or entity(-ies) with which Buyer places this Order and any permitted assigns. “Services” means: (a) in cases where this Order relates to the purchase of services by Buyer, all of the services described in the Transaction Details to be performed by Seller under this Order; and (b) in cases where this Order relates to the purchase of Materials by Buyer, the installation or other services (if any) relating to the purchase and delivery of such Materials as described in the Transaction Details and/or the Specification (if any), together with any services which can be reasonably inferred for the proper execution and completion of this Order. “Specification” means the specification for the Materials and/or Services (if any) provided to Seller. “Terms and Conditions” means these terms and conditions and any other amending or supplementary terms and conditions which may be agreed in writing by Buyer. “Transaction Details” means the transaction details completed by Buyer and attached with these Terms and Conditions.

## 2 INTERPRETATION

2.1 The headings in this Order do not affect its interpretation.

2.2 A reference to Buyer includes a reference to Buyer’s legal personal representatives, employees and authorised agents.

2.3 Any special condition or specific provision of Buyer, expressed or referred to in the Transaction Details and Specification shall prevail over these Terms and Conditions insofar as it is inconsistent with them.

2.4 These Terms and Conditions shall be fairly interpreted in accordance with their terms and without any strict construction against Buyer.

2.5 This Order provides for the purchase of Materials and/or Services by Buyer. Unless the context requires otherwise, where this Order relates solely to the purchase of Materials, references to Services shall be disregarded and where this Order relates solely to the purchase of Services, references to Materials shall be disregarded.

3 SUPPLY Seller agrees to supply and Buyer agrees to purchase the Materials or the Services at the price and on the Terms and Conditions specified in this Order.

## 4 PACKING AND SHIPPING

4.1 All Materials shall be suitably packed or otherwise prepared for shipment having due regard to the nature of the Materials and the method of shipment, so as to (i) comply in all respects with the relevant laws and regulations relating thereto, (ii) secure the most competitive transportation rates and (iii) meet the requirements of the carrier (who may be nominated by the Buyer) to ensure safe

shipment. Seller shall pay and Buyer shall not be liable for any packing, crating or cartage charges or other charges or duties in connection with the packing, delivery, export and importation of the Materials to the Point of Delivery unless expressly stated otherwise in this Order. Each container containing Materials must be marked to show quantity, order number, contents and supplier's name. A packing sheet showing this information and any special instructions pertaining to the safe handling of the container shall be included in each package.

4.2 All Materials and Services shall be supplied in compliance in all respects with the relevant laws and regulations relating thereto.

4.3 Seller shall, at its own expense, procure any export licence or other authorisation necessary for the delivery of the Materials to, or the performance of the Services at, the Point of Delivery, and shall provide the certificate of origin and any other documents which Buyer may require for the purpose of taking delivery, and evidencing ownership, of the Materials.

## 5 DELIVERY

5.1 Seller shall deliver the Materials to Buyer, or perform the Services, at the Point of Delivery at the Delivery Time ("Delivery"). In the event an INCOTERM (as defined in INCOTERM 2000) is required it shall be stipulated in the Order itself.

5.2 Subject to Section 5.3, title to the Materials shall pass to Buyer on completion of Delivery. Passing of title shall be without prejudice to any right of rejection Buyer has under this Order or otherwise by law. Risk for the Materials shall pass on completion of Delivery.

5.3 If Buyer has agreed to pay for any Materials by way of stage payments, some or all of which to be made prior to Delivery, then on payment of each stage payment, title to a proportion of such Materials as is equal to the proportion that that stage payment bears to the total amount payable shall pass to Buyer. Risk for any such Materials shall pass on completion of Delivery of such Materials and not before.

5.4 Time is of the essence of this Order, and Buyer may reject Materials not delivered or furnished, or Services not performed, at the relevant Delivery Time.

## 6 INSPECTION AND REJECTION

6.1 Buyer may at all reasonable times inspect and test the Materials (including all designs and other components) during manufacture, assembly or processing. Seller shall provide or procure for Buyer access at all reasonable times to places where the Materials or any components are being made, assembled or kept and shall procure the provision of all facilities as may reasonably be required for this purpose. Following such inspection, Buyer may inform Seller in writing of any areas in respect of which Buyer is of the opinion that the Materials do not comply with this Order, and Seller shall thereupon take all necessary steps to ensure such compliance.

6.2 Buyer may reject, at Seller's expense: (a) Any Materials delivered in excess of this Order, whether paid for or not; and (b) By written notice to Seller, any Materials or any portion thereof or any Services which are found, at the Delivery Time, or within a reasonable period after Delivery, to be defective or otherwise not to conform to this Order. (c) Any Materials that are damaged prior to Delivery and such Materials shall be replaced by Seller as soon as practicable at Buyer's request without prejudice to any other rights of the Buyer.

6.3 If Buyer rejects any Materials, or Seller fails to deliver any Materials at the relevant Delivery Time, Buyer may require Seller by notice in writing, within the period stipulated in such notice, to

replace the rejected Materials with Materials conforming to this Order or to deliver the undelivered Materials (as the case may be), or may at its sole discretion purchase substitute materials from a third party without notice to Seller. If Buyer rejects any Services, or Seller fails to perform any Services at the relevant Delivery Time, Buyer may require Seller by notice in writing, within the period stipulated in such notice, to re-perform the rejected Services in a manner conforming to this Order or to perform the unperformed Services (as the case may be), or may at its sole discretion purchase substitute Services from a third party without notice to Seller. Without limiting Buyer's other rights or remedies under this Order or otherwise, any expenditure which is incurred by Buyer in the purchase of substitute Materials or Services, shall be paid by the Seller to Buyer.

6.4 Any rejection by Buyer or any acceptance by Buyer of credit, reimbursement or replacement shall be without any liability whatsoever on the part of Buyer and without prejudice to Buyer's other rights in respect of the defective nature or other failure of the Materials or Services to comply with the requirements of this Order.

## 7 PRICE

7.1 The price payable by Buyer for the Materials or Services shall be the price specified in the Transaction Details (the "Price").

7.2 No variation in the Price or the method of payment specified in this Order will be accepted without the prior written approval of Buyer.

7.3 Unless otherwise specified, the Price is firm and fixed and not subject to any price adjustment (or escalation) formula to reflect variations in currency exchange rates, the cost of labour, materials, overheads and/or any other expense.

## 8 PAYMENT

8.1 Seller shall invoice Buyer for all Materials or Services within 7 days of Delivery. Buyer shall, unless otherwise agreed in writing with Seller, pay the agreed invoice within 60 days after the later of Delivery or receipt of the invoice.

8.2 Payment for Materials or Services supplied to Buyer hereunder shall be conditional upon and subject to (i) Delivery of the Materials or performance of the Services without their rejection pursuant to Article 6; (ii) provision of an accurately detailed invoice by Seller as described below; and (iii) where relevant, receipt by Buyer of an appropriate VAT invoice in respect of the Materials or Services.

8.3 Buyer reserves the right to deduct from any monies due or becoming due to Seller under this Order, any monies owed to or claimed by Buyer from Seller whether under this Order or otherwise.

8.4 Notwithstanding the aforementioned 60-day payment period, in the event that the Buyer fails to make payment within such period the parties agree that S.I. No. 388 of 2002, European Communities (Late Payment in Commercial Transactions) Regulations 2002 (the "Regulations") shall not apply, and the Seller hereby waives any and all rights and/or entitlements under the Regulations including, without limitation, its implied right to interest and compensation. The Seller acknowledges and agrees that such waiver is fair and reasonable and it has not received any inducement to agree to such term.

## 9 INVOICES

9.1 All invoices must be rendered to Buyer. Each invoice must be mailed on the date appearing on the invoice. Invoices must be rendered by the person, firm or corporation to which this Order is issued. Invoices shall include such information as may be requested by the Buyer and shall be issued in the currency of this Order.

10 TAXES 10.1 The Price is inclusive of any and all taxes (except VAT where applicable) and other duties (where applicable) and governmental charges, now imposed or here after becoming effective, relating to the production, sale, shipment, importation, use or erection of the Materials or performance of the Services. Seller agrees to indemnify Buyer against and reimburse it for any expenditure, liabilities, costs or payments incurred or made by Buyer caused by or relating to Seller's failure to pay such taxes, duties and other governmental charges.

10.2 Prior to making payment, the Buyer may request a current Tax Clearance Certificate in respect of the Seller.

## 11 WARRANTIES

11.1 Seller acknowledges that:- (a) Buyer is relying on Seller's skill and expertise to ensure Materials are fit for the purpose intended and, in addition to all warranties in favour of Buyer, expressed or implied, established by statutes or common law, or elsewhere set forth in this Order, Seller hereby expressly represents and warrants that the Materials (i) will conform to all Specifications, drawings and any other description relating to the Materials provided or accepted in writing by Buyer (as the case may be); (ii) will be fit and sufficient for the purpose intended; (iii) will be of best material and workmanship; and (iv) will be free from all patent and latent defects and all liens and encumbrances; and (v) will be of equal quality in all respects to any samples provided; and (b) Buyer is relying on Seller's skill and expertise to ensure that the Services are provided with due care, skill and diligence and, in addition to all warranties in favour of Buyer, expressed or implied, established by statutes or common law, or elsewhere set forth in this Order, Seller hereby expressly represents and warrants that the Services (i) will be provided by appropriately experienced, qualified and trained personnel; (ii) will be rendered with all due skill, care and diligence; and (iii) will conform to all specifications (including the Specifications) and any other description relating to the Services, provided or accepted in writing by Buyer (as the case may be). Seller hereby indemnifies Buyer against any and all liabilities, damages, costs or expenses which may accrue to or be sustained by the Buyer as a result of a breach of the aforementioned warranties by Seller. The Seller agrees that, at the request of Buyer and without prejudice to any other rights Buyer may have under this Order or otherwise, it will promptly remedy any fault in the Materials or Services which constitutes a breach of the aforementioned warranties or where any such fault is not remediable, will promptly supply replacement Materials or Services to Buyer, in each case without cost to Buyer.

11.2 The Seller gives a mechanical guarantee for a period of 12 months from the date of the Materials being put into operation or 35 months from the Delivery of the Materials, whichever is the later. If during the period covered by the said mechanical guarantee, any part of the Materials is found defective due to faulty design, manufacture, materials or workmanship, other than arising from fair wear and tear or mal-operation, the Seller shall remedy such fault free of charge and provide a new mechanical guarantee in respect of the replaced item. Where a defect arising within the aforesaid period does not become apparent until the period has expired, the Seller's liability shall not cease merely because the Buyer has been unable to give due notice of the defect to the Seller within the said period. The Buyer may carry out remedial work on Materials if the Seller fails to do so within a reasonable time period after receiving notice from the Buyer or if urgent remedial work is required to prevent serious material loss or damage. In either case, the Buyer shall be

entitled to reimbursement from the Seller of any costs incurred in the correction of defects including, but not limited to, transport costs, dismantling and assembling costs, costs for changing foundations and public utility conduits, and shall be so reimbursed within 30 days of submission of such notice.

11.3 Neither inspection and testing of the Materials before Delivery (whether or not availed of) nor acceptance of the Materials or Services by Buyer, nor any payment by Buyer for the Materials or Services shall relieve Seller of its obligations under this Order. The warranties of Seller together with its service warranties and guarantees, if any, shall be for the benefit of Buyer and, at Buyer's option, Buyer's customers, and may be assigned by Buyer to its affiliates or customers.

## 12 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Seller represents and warrants to Buyer that:- (a) all Materials and Services delivered pursuant to this Order will have been produced, sold and delivered to Buyer, and all facilities used by Seller in connection with the delivery of any Materials or Services shall be, in compliance with all applicable EU, national, federal, state, municipal and local laws and regulations; (b) all Materials delivered pursuant to this Order will have been sourced from the sources agreed with the Buyer and will not have been produced using child labour; (c) it has obtained and will maintain (at its cost) any necessary licences, clearances, consents, authorisations and permits whatsoever relating to the manufacture, transportation, importation, packing, delivery or sale of the Materials and Services to Buyer; (d) any packaging, marking, labelling and shipping papers for international shipment of all hazardous materials will meet applicable national and International laws and regulations, and Seller hereby indemnifies Buyer against any and all liabilities, fines, damages, costs or expenses which may accrue to or be sustained by the Buyer as a result of a breach of the Seller's warranties under this Article 12; and (e) neither it nor any of its employees involved in the provision of Services or Materials hereunder or the related fulfillment thereof has ever been, (a) debarred or convicted of a crime for which a person can be debarred under section 306 of the Federal Food, Drug, and Cosmetic Act (as amended) nor (b) threatened to be debarred or indicted for a crime or otherwise engaged in conduct for which a person can be debarred under Section 306 of the Federal Food, Drug, and Cosmetic Act (as amended).

12.2 Should this Order involve any hazardous substances or materials as determined by Irish, United States, European or any other applicable laws or regulations, Seller warrants that Seller comprehends the nature of the hazard related to the use, handling and transportation of such materials as applicable to Seller. Upon receipt of this Order, Seller shall notify Buyer of any such hazardous materials present in any of the Materials ordered by Buyer.

12.3 Seller shall furnish prior to Delivery all appropriate safety data sheets and any other documentation requested by Buyer so as to enable Buyer to comply with applicable laws and regulations on receipt of Materials or performance of the Services.

## 13 DRAWINGS, PRINTS AND SPECIFICATIONS; CONFIDENTIALITY

13.1 Seller agrees that it will not without Buyer's written consent use (other than for purposes of supplying Materials or Services hereunder), sell, loan, publicise or disclose to any third party any of the tools, specifications, blueprints, drawings, designs or any other information used by Seller in connection with this Order, or any information of a confidential nature relating to Buyer's business or financial affairs (including without limitation documents, products, designs, prices, customers and processes). All such information shall be and remain at all times the property of Buyer and shall be preserved and regarded by Seller as secret and confidential.

13.2 Seller will provide at no extra cost to Buyer the drawings and documents specified in the Transaction Details at the times specified in the Transaction Details. Buyer has the right to approve all drawings, but such approval shall not relieve Seller of any of its responsibilities under this Order. The drawings shall not be departed from without Buyer's written approval.

13.3 Seller shall not permit publications about the Materials or Services, or photographs of the Materials to appear without the written authorisation of Buyer. Seller will afford facilities to Buyer to take such photographs for the purpose of indicating progress, technical description or publicity. 14 TOOLS, DYES, MOULDS, ETC All tools, dyes, moulds and printing plates created for use for the purposes of this Order shall be the property of Buyer and Seller may not use the same for any purpose save as authorised in writing by Buyer. Buyer may require the Seller to deliver the same to Buyer forthwith on demand in writing. All tools, dyes, moulds, plates and other apparatus shall be carefully preserved by Seller and maintained in good operating condition at all times.

#### 15 SERVICE AND SPARE PARTS

15.1 Seller shall maintain such stock of genuine spare parts for the Materials as is sufficient to cover commissioning and the on-going use of the Materials there after and shall provide Buyer with an up-to-date price list in respect of such spare parts.

16 DEVIATIONS Buyer shall be entitled at any time to require deviation from, addition to, or omission of any of the Services ("Change"). If such Change shall make the Services more or less expensive than if performed in accordance with the original requirements, a fair or reasonable addition or deduction (agreed with Buyer in writing) shall be made to the Price. No claim shall be allowed for any extra labour or material by Seller in connection with a Change unless same has been approved in writing by Buyer. Acceptance of payment of the Price constitutes a waiver of all claims for extra Services or Materials furnished. Any ideas, improvements, information, discoveries, inventions or development arising out of the Services, made by Seller in connection with this Order which results from or involves suggestions, directions or information given by Buyer, shall be the sole and exclusive property of Buyer. Seller and its employees and designers shall fully co-operate in obtaining suitable protection for Buyer including, but not limited to, execution of patent applications and assignments as required by Buyer.

17 INDEMNITY Seller shall assume full liability for and shall indemnify, protect and hold harmless Buyer, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all liability, damage, cost or expense which may accrue to or be sustained by any of the Indemnified Parties resulting from or arising out of (i) Seller's or any of its subcontractors' work or the Materials or Services provided hereunder; or (ii) any claim, suit or action made or threatened against the Indemnified Parties for actual or alleged infringement of any third party's trademark, patent, copyright or other proprietary right by reason of the manufacture of Materials or supply of the Services by Seller, the resale thereof by any of the Indemnified Parties, or use of said Materials or any part thereof for a purpose known to Seller. Seller, at Buyer's request, shall defend, at its own expense, any such claim, suit or action. The indemnities given by the Seller in this Article 17 shall not apply to any liability, damage, cost or expense caused solely by the negligence of any of the Indemnified Parties.

#### 18 INSURANCE

18.1 In relation to the supply of Materials under this Order; from the date of this Order, it shall be the obligation of Seller to insure the Materials to the full value thereof until completion of Delivery,

and any asset of the Buyer located on the Seller's premises at any time, against any loss, damage or destruction by any cause whatsoever.

18.2 During the term of this Order, Seller shall procure and maintain either: (i) Public Liability insurance (which shall include products liability), with limits of not less than €6,500,000 per occurrence; Motor insurance (where required by Buyer) covering all owned, hired and non-owned automobile equipment, with limits of not less than €1,300,000 for third party property damage and unlimited for bodily injury. Where any of the Seller's employees undertaking any services for Buyer under the terms of this Order are required to use their own car for business purposes, Seller shall ensure that its employees maintain correct motor insurance cover. Failure to ensure its employees have the adequate class of motor insurance cover is the sole responsibility of the Seller; and Employer's Liability Insurance with a limit of not less than €13,000,000 per occurrence; and Buyer shall be indemnified as principal under each of the aforementioned policies; or alternatively (ii) adequate insurance in a form and to the extent acceptable to Buyer.

18.3 If Seller is providing any design or consultancy Services during the term of this Order, or any other Services where Professional Indemnity is required, Seller shall procure and maintain Professional Liability insurance, with limits of not less than €5,000,000 per occurrence and Buyer shall be indemnified as a principal under said insurance policy.

18.4 Seller shall provide Buyer with certificate(s) of insurance evidencing such cover in advance. The certificate(s) will specify the dates such cover expires and provide further that no policy will be cancelled or amended to reduce the amount of cover or to eliminate cover without thirty (30) days prior written notice to Buyer.

18.5 Buyer reserves the right to seek higher insurance limits and / or additional forms of insurance to take into account the nature of the Materials and/or Services supplied.

## 19 FORCE MAJEURE

19.1 Buyer shall not be liable for a failure or delay in taking delivery of the Materials or Services hereunder, if the failure or delay is occasioned by an event beyond the control of Buyer including but not limited to fire, explosion, flood, war, act of terrorism, act of God, accident, interruption of or delay in transportation, labour trouble, strike, suspension of operations or works at any of Buyer's plants or places of business, government action, riot or rebellion (such circumstances to be "Force Majeure").

19.2 Where, notwithstanding Force Majeure, Buyer is able to take delivery of a reduced quantity of Materials or a reduced level of performance of Services, Buyer shall be entitled to do so without liability to Buyer and without prejudice to Buyer's right to claim Force Majeure in respect of the balance of this Order.

19.3 Where Force Majeure continues for a period of two (2) months or longer, Buyer shall be entitled to terminate this Order and the provisions of Sections 20.3, 20.4 and 20.5 shall apply.

## 20 TERMINATION BY BUYER

20.1 If Seller (i) commits a material or fundamental breach of an obligation under or condition of this Order; (ii) becomes insolvent; (iii) makes any composition or arrangement with its creditors (iv) has a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of its undertaking; (v) enters into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction); (vi) suffers the occurrence of any event analogous to

those described in any of (ii) to (v) under applicable law; (vii) if Buyer has reasonable cause to believe that any of the foregoing circumstances may occur; or (viii) if Seller indicates in any way, including by its conduct, that it is unwilling to comply with the provisions of this Order, Buyer may terminate this Order forthwith by notice to Seller.

20.2 Notwithstanding any of the foregoing, Buyer may terminate this Order in whole or in part at any time by written notice to the Seller provided that in such circumstances Buyer shall pay the Seller for any Materials or Services supplied to Buyer in accordance with this Order up to the effective date of termination.

20.3 Upon termination of this Order, Seller shall deliver to Buyer all documentation relating to this Order, together with any of the Buyer's goods, which are in the Seller's custody or control. Buyer shall be entitled to enter the Seller's premises, without prior notice, for the purpose of removing therefrom any of Buyer's goods or documents.

20.4 Buyer shall in no event, whether based in contract, tort (including negligence) or howsoever arising, be liable for incidental, indirect, special or consequential damages of any kind or for loss of profits or revenue or loss of business arising out of, or in connection with, this Order or the termination thereof whether or not Buyer was advised of the possibility of such damage.

20.5 Notwithstanding termination of this Order, the provisions of this Order shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder. Termination of this Order by Buyer shall be without prejudice to the rights and remedies of Buyer in relation to any negligence, omission or default of Seller prior to such termination.

## 21 PRECEDENCE

21.1 Unless otherwise agreed in writing by the Buyer this Order shall govern any agreement concluded in pursuance of this Order (or any part thereof) and shall take precedence over and shall override any terms or conditions specified or referred to by the Seller (whether verbally or in writing and whether set out in the Seller's quotations or invoices or otherwise).

21.2 Buyer shall have the right to amend or vary the contents of any Transaction Details, Specification or this Order at any time by giving written notice to Seller.

## 22 GENERAL

22.1 Seller assumes all obligations under applicable insurance, employment, benefits and tax legislation with respect to persons employed by it in the performance and/or production of Materials or Services under this Order.

22.2 Buyer shall be entitled to transfer or assign any portion of this Order. This Order and each and every provision thereof shall inure to the benefit of the customers, successors and assigns of Buyer. Seller may not assign, novate, grant any interest (including without limitation an interest on trust), or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any such assignment, notification, granting of interest, or sub-contracting (permitted or otherwise) shall in no way limit or affect the obligations of Seller under this Order.

22.3 Nothing in this Order shall constitute the Seller as an agent or subcontractor of Buyer for any purpose.



22.4 Any failure by Buyer to enforce or require strict performance by Seller of any terms or conditions of this Order shall not constitute a waiver thereof by Buyer and Buyer may at any time avail itself of the rights and remedies Buyer may have for any breach of the terms hereof.

22.5 Notices to be given under this Order may be served by Buyer by sending same by ordinary prepaid post or, facsimile transmission to the address or facsimile number stated in the Transaction Details.

22.6 If for any reason any provision of this Order shall be or be bound to be void or of no effect or invalid the other provisions hereof shall not be affected thereby and shall continue in full force and effect. Buyer and Seller further agree to replace any such invalid, unenforceable provisions with valid and enforceable provisions designed to achieve, to the greatest extent possible, the business purpose and intent of such invalid and unenforceable provisions.

22.7 A variation of this Order is valid only if it is in writing and signed by a duly authorised representative of Buyer.

22.8 Buyer has the right, at any time upon reasonable notice, to audit the Seller in order to reasonably satisfy itself that the Seller is in compliance with all its obligations hereunder. Such audit may involve the provision of relevant documentation to Buyer by Seller in which instance Seller shall furnish such requested documentation within twenty-four (24) hours of such request. For the avoidance of doubt, any unreasonable obstruction of such right to audit by Seller shall be considered a breach hereof and Buyer shall be entitled to enforce or apply all or any rights or remedies for breach contained herein or otherwise available to it for such breach.

## 23. FOREIGN CORRUPT PRACTICES ACT

23.1 In this Section 23 "Government Official" (or "GO") means any natural or legal person or entity who or which: (a) receives any form of payment from the funds that originate in the Exchequer (the State's central financial resources) or which are otherwise raised by a tax or duty (whether directly or indirectly); or (b) is formed by or under statute. Examples of GOs are Government Departments, public hospitals, political parties, local authorities and Health Insurance Ireland (referred to as "VHI") and their officers, employees and consultants together with General Practitioners ("GPs") in receipt of HSE Shared Services Primary Care Reimbursement Service ("SSPCRS Payments") payments. If the Seller has any doubt as to the status of a GO it should refer same to its primary Buyer contact.

23.2 The Seller represents and warrants that:- (I) it holds and will throughout the term of this Agreement hold all licences, permissions, registrations and authorisations as may be required under Irish regulations, statutes or administrative policies to carry out its business and in particular to provide to Buyer the goods and services specified under this Agreement and shall produce evidence of such licences, permission, registrations and authorisations in a timely fashion when requested by Buyer; (II) it has not and will not directly or indirectly offer or pay or authorise the offer or payment of any money or anything of value in order to improperly influence a Government Official and if the Seller is a Government Official, it represents and warrants that it has not accepted nor will accept any such payment; (III) all information supplied by it to Buyer during Buyer's pre-contractual Third Party due diligence including all information provided in the Questionnaire (if applicable) is complete, truthful and accurate; (IV) it will update the representations and warranties contained in this Agreement if, during the term of this Agreement, it, or any of its directors, officers, or employees or consultants responsible for performance under this Agreement or a relative of such individual becomes a Government Official or if a Government Official becomes an owner of the Seller.

23.3 Seller shall assist Buyer in taking all reasonable steps to ensure that funds provided and paid to the Seller pursuant to this Agreement are properly applied, including but not limited to:- (I) the Seller providing detailed invoices pursuant to this Agreement on a periodic basis; (II) the Seller obtaining in advance the written authorisation of Buyer in relation to any extraordinary expenditure which it may incur in the provision of goods/services pursuant to this Agreement; (III) the Seller providing supporting documentation in relation reimbursement of expenses discharged in the provision of the goods/ services pursuant to this Agreement; (IV) during the term of this Agreement and for three years after final payment has been made under this Agreement, the Seller permitting Buyer and its agents to review and copy its books, documents, papers and records insofar as they involve transactions relating to this Agreement. Buyer agrees that, save as may be required by law or for ensuring compliance with the terms of this Agreement such documents shall be treated as confidential and shall not be disclosed to any party outside of Buyer.

23.4 If Seller is in breach of any part of this Section 23 or Buyer learns that (i) improper payments are being or have been made to a Government Official by the Seller with respect to Services performed on behalf of Buyer or any other Buyer Group company or (ii) that the Third party or those acting on behalf of the Third party with respect to services performed on behalf of Buyer has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retail business or otherwise gain or grant an improper business advantage from or to any other person or entity; then Buyer may terminate this Agreement immediately in writing and without any requirement for notice and without any liability whatsoever to the Seller. Further in the event of such termination, the Seller shall not be entitled to any further payment regardless of any activities undertaken or agreements with additional third parties.

23.5 If the term of this Order exceeds one year the Seller shall provide an annual certificate in the form provided at the relevant time by Buyer.

23.6 The Seller agrees to comply with Buyer's anti-corruption policy as provided to it by Buyer.

24 GOVERNING LAW This Order shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Courts of the Republic of Ireland shall have exclusive jurisdiction in relation to any matter arising therefrom (including any non-contractual disputes or claims). In addition the parties hereby agree to exclude the 1980 United Nation Convention on Contracts for the International Sale of Goods and all and any additions, amendments or changes thereto.