



## **TEVA TERMS AND CONDITIONS OF SALE**

**Effective Date: 1 December 2023**

### **1. BASIS OF THE SALE**

- 1.1 The Contract sets out the entire agreement between the parties in connection with the sale of the Products. The definitions and interpretation provisions within Schedule 1 shall apply to these Conditions. The Buyer expressly acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Teva which is not set out in the Contract.
- 1.2 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. These Conditions shall not apply to a written contract between Teva and the Buyer for the purchase of the Products (unless that contract refers to these Conditions) which has been signed by two directors or two authorised signatories of Teva.
- 1.3 From the Effective Date, these Conditions supersede any previous conditions of sale published by Teva and apply to all Contracts entered in to after the Effective Date.
- 1.4 All samples, brochures, catalogues or other descriptive materials or advertising produced by Teva relating to the Products are intended to give an approximate idea of the Products only and to give a general impression of the Products. They shall not form part of the Contract or have any contractual force. This is not a sale by sample.
- 1.5 Teva shall have the right to terminate the Contract without liability to the Buyer where such termination is reasonable in Teva's opinion (subject to Teva returning any payments made by the Buyer for Products that have not been delivered).
- 1.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Teva shall be subject to correction by Teva without liability.

### **2. ORDERS**

- 2.1 Any quotation provided by Teva for Products shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.
- 2.2 Each Order shall constitute an offer by the Buyer to purchase Products. The Order shall only be deemed to be accepted when Teva acknowledges acceptance of the Order, or, should Teva not reject the Order, 7 days from the Order being made, at which point the Contract shall come into force.
- 2.3 The Buyer shall be responsible for: (i) taking reasonable endeavours to ensuring that Orders comply with Teva's packaging configuration; (ii) the accuracy of the Order; and (iii) giving Teva all necessary information to enable Teva to perform the Contract.
- 2.4 An Order accepted by Teva may not be cancelled by the Buyer without Teva's written agreement and shall be subject to the Buyer indemnifying Teva in full against all losses, costs (including the cost of all labour and materials used), charges and expenses (whether direct or indirect incurred) by Teva as a result of such cancellation.

### **3. PRICE OF THE PRODUCTS**

- 3.1 The price of the Products shall be Teva's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price set out in Teva's published price list in force



at the date of Order. All prices exclude the costs and charges of carriage and insurance (which if Teva arranges on behalf of the Buyer shall be invoiced to the Buyer).

- 3.2 Teva may, by giving notice to the Buyer at any time before delivery, increase the price of the Products to reflect any increase in the cost to Teva which is due to: (i) any factor beyond Teva's control (including any foreign exchange fluctuation, increases in taxes and duties and, increase in labour, materials and other manufacturing costs); (ii) any change in delivery dates, quantities or specifications for the Products requested by the Buyer; or (iii) any delay caused by any instructions of the Buyer and/or failure of the Buyer to give Teva adequate or accurate information or instructions.
- 3.3 The price of the Products is exclusive of any taxes (including value added tax) which the Buyer shall pay to Teva.

#### **4. TERMS OF PAYMENT**

- 4.1 The Buyer shall pay the invoice by bank transfer in full and cleared funds on or before the due date stated on the invoice. If the invoice does not have a due date, payment is due 30 calendar days after the date of the invoice. Time for payment is of the essence.
- 4.2 In the event of a dispute in relation to part of an invoice due for payment, the Buyer shall issue a debit note for the disputed amount and pay the remainder of the invoice in accordance with Condition 4.1 above. The issuance of a debit note by the Buyer does not automatically mean that the disputed amount will be credited. Teva shall review and investigate the disputed amount, and where it is concluded that the disputed amount remains payable, the Buyer shall ensure the same is paid to Teva as soon as possible and no later than 30 days from the date Teva confirms the amount remains payable.
- 4.3 If the Buyer fails to make any payment due under the Contract by the due date, without prejudice to any other right or remedy available to Teva, Teva shall be entitled to:
- (a) charge the Buyer interest on the overdue amount, at the statutory rate per annum. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgement. The Buyer shall pay interest together with the overdue amount;
  - (b) charge the Buyer all time and costs it reasonably incurs in the collection of any overdue amount, including collection agency and legal fees; and
  - (c) cancel or suspend its performance of any Contract or any Order including suspending deliveries of Products and suspending delivery of any other Products to the Buyer under that or other Contract(s) until payment has been made.
- 4.4 The Buyer shall pay all amounts due under the Contract without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set off or counterclaim against Teva to justify withholding payment of any such amount in whole or part. Teva may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Teva to the Buyer.
- 4.5 Teva reserves the right to require payment in full before delivery of any Order.

#### **5. DELIVERY**

- 5.1 Unless otherwise agreed in writing by Teva, delivery of the Products shall take place at the Buyer's usual place of business. Delivery is completed when the Products are made available for unloading at the Delivery Location.
- 5.2 Delivery is conditional upon the Buyer and their premises being authorised to buy, deal or take deliveries of the Products under all applicable laws, regulations, guidelines and regulatory permissions.

- 5.3 Dates quoted for delivery are approximate only and time for delivery shall not be of the essence.
- 5.4 Teva shall not be liable for any delay in delivery or failure to deliver the Products that is caused by the Buyer's failure to provide Teva with adequate instructions or any other instructions that are relevant for the supply of the Products.
- 5.5 The Products may be delivered by Teva in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 5.6 If Teva fails to deliver the Products it shall have no liability to the Buyer (subject to Teva returning any payments made by the Buyer for Products that have not been delivered).
- 5.7 The Buyer shall not be entitled to any priority of supply in relation to the Products as against Teva's other customers.
- 5.8 Teva may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5.9 If the Buyer fails to accept delivery of the Products then, except where such failure is caused by Teva failing to comply with its obligations under the Contract:
- (a) delivery of the Products shall be deemed to have been completed, risk passing to the Buyer; and
  - (b) Teva shall store the Products until actual delivery whereupon the Buyer shall be liable for all related costs and expenses (including storage and insurance).
- 5.10 If, after 5 working days after tendering delivery of the Products, the Buyer has still not taken delivery of such Products Teva may resell those Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price of the Products under that Contract with the Buyer.
- 5.11 The Buyer shall not be entitled to reject the Products if Teva delivers up to and including 5% more or less than the quantity of Products specified within the Order and payment shall be adjusted accordingly.
- 5.12 The quantity of Products shown on Teva's delivery note shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.13 The Buyer shall provide (at its expense) adequate and appropriate equipment and manual labour for unloading the Products at the place of delivery.
- 5.14 Products, once delivered, may not be returned unless authorised by Teva (acting entirely at their sole discretion). Such authorisation may be sought by the Buyer contacting Teva's Customer Service Department (by e-mail or on free phone 0800590502) within 5 working days of delivery, such return shall be subject to the following:
- (a) the Products are returned in the same condition as they were received by the Buyer on the date of delivery;
  - (b) the Buyer completes a declaration that the Products have been properly stored in the correct conditions;
  - (c) the Products are returned within 30 calendar days of delivery (any credit issued to the Buyer shall reduce by 50% if the Products are returned after 30 calendar days of their delivery date but less than 3 months after delivery, and by 100% if the Products are returned more than 3 months after delivery);
  - (d) any and all other requirements reasonably stipulated by Teva.

- 5.15 All queries on deliveries shall be made by the Buyer by contacting Teva's Customer Service Department (by e-mail or on free phone 0800590502) within 5 working days of delivery. Teva reserve the right to not deal with any queries and/or claims received after this date.

## **6. RISK AND TITLE**

- 6.1 Risk in the Products shall pass to the Buyer on delivery or, if the Buyer wrongfully fails to take delivery of the Products, the time when Teva has tendered delivery of the Products.
- 6.2 Title to the Products shall not pass to the Buyer until Teva has received payment in full (in cash or cleared funds) for the Products and such Products have been delivered.
- 6.3 Until such time as title in the Products passes to the Buyer the Buyer shall:
- (a) hold the Products on a fiduciary basis as Teva's bailee;
  - (b) store the Products separate from all other products held by the Buyer so that they remain readily identifiable as Teva's property;
  - (c) maintain the Products in satisfactory condition and keep them insured (without any charge to Teva) against all risks for their full price from the date of delivery;
  - (d) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  - (e) notify Teva immediately if it becomes subject to any of the events listed in Condition 14.1; and
  - (f) give Teva such information relating to the Products as Teva may require from time to time.
- 6.4 The Buyer may resell or use the Products in the course of its business. This right shall automatically cease on the occurrence of any event set out in Condition 14.1 and/or if any sum owed to Teva by the Buyer is not paid when due.
- 6.5 If, before title to the Products passes to the Buyer, and either: (i) the Buyer become subject to any events listed in Conditions 14.1(a) to 14.1(f) (inclusive); or (ii) Teva reasonably believes that such an event is about to happen and notifies the Buyer accordingly, then, provided that the Products have not been resold, and without limiting any other right or remedy Teva may have, Teva may at any time require the Buyer to deliver up the Products, and if the Buyer fails to do so promptly Teva, its employees, agents and subcontractors may without notice enter any premises owned, occupied or controlled by the Buyer or any third party where the Products are stored in order to recover them.

## **7. BUYER'S OBLIGATIONS**

- 7.1 The Buyer shall be fully responsible for complying with any and all laws, regulations and guidelines governing the Products.
- 7.2 The Buyer shall not actively resell the Products outside of the Territory without the prior written agreement of Teva. The restriction in this Condition 7.2 shall not apply to the extent it is contrary to laws applicable in the Territory and/or in the country of destination.
- 7.3 The Buyer shall be fully responsible for complying with any applicable trade sanctions and shall comply with the provisions contained within Schedule 3.
- 7.4 The Buyer shall, upon Teva's request, disclose the ultimate destination and purchaser(s) (not retail consumers) of the Products. At all times the Buyer shall respect Teva's Intellectual Property Rights.
- 7.5 Where so required by Teva, the Buyer will share with Teva any information necessary to enable Teva to satisfy enquiries from Teva's trade credit insurance provider(s). The Buyer authorises Teva to share information about the Buyer with its trade credit insurance provider(s) for the purposes of securing trade credit insurance. Teva shall direct the trade credit insurance provider to treat any such information as confidential.

## **8. WARRANTY**

- 8.1 Teva warrants that on delivery the Products shall correspond substantially to the description given by Teva within the delivery note.
- 8.2 Subject to Condition 8.3, Teva shall not be liable for a breach of the warranty in Condition 8.1 unless:
- (a) the Buyer contacts Teva's Customer Service Department (by e-mail or on free phone 0800590502) within 5 calendar days of delivery; and
  - (b) Teva is given a reasonable opportunity to examine the Products after receiving notice pursuant to Condition 8.2(a) and the Buyer (if asked to do so by Teva) returns such Products to Teva's place of business (at the Buyer's cost) for such examination to take place.
- 8.3 Teva shall not be liable for a breach of the warranty in Condition 8.1 if:
- (a) the defect arises because the Buyer has failed to follow: Teva's oral or written instructions as to the storage, use or maintenance of the Products; and/or good trade practice;
  - (b) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions;
  - (c) the Buyer makes any further use of such Products after giving such notice;
  - (d) the Buyer alters or repairs such Products without the prior written consent of Teva;
  - (e) the Products differ from their description as a result of changes made to ensure they comply with applicable laws, regulations, guidelines or regulatory requirements; and
  - (f) the type of defect has been specifically excluded by Teva in writing.
- 8.4 Subject to Conditions 8.2 and 8.3, if any of the Products do not conform with the warranty in Condition 8.1 Teva shall at its option either: (i) replace such Products; or (ii) refund the price for such Products provided that the Buyer complies with requirements of Condition 5.14, or any other reasonable request by Teva.
- 8.5 Except as provided in this Condition 8, Teva shall have no liability to the Buyer in respect of the Products' failure to comply with the warranty set out in Condition 8.1.
- 8.6 These Conditions shall apply to any replacement products supplied by Teva to the Buyer in line with Condition 8.4.
- 8.7 The terms implied by sections 13-15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

## **9. LIMITATION OF LIABILITY**

- 9.1 Nothing in these Conditions excludes or limits the liability of Teva for:
- (a) death or personal injury caused by Teva's negligence or that of its employees, agents or subcontractors; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 9.2 Subject to Conditions 9.1 and 9.3 Teva's total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the Contract shall in no circumstances exceed the price paid or payable for the Products under the Contract.
- 9.3 Subject to Conditions 9.1, Teva shall under no circumstances whatsoever be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise for:

- (a) any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise), including loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business; or
- (b) any indirect, special or consequential loss,

arising under or in connection with the Contract.

## **10. BUYER'S INDEMNITY**

- 10.1 The Buyer agrees to indemnify Teva, its employees, agents and subcontractors in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including loss of profit, economic loss, future revenue, reputation and goodwill) made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from breach by the Buyer of: (i) any of Conditions 7.1 and/or 5.2; (ii) the material breach by the Buyer of any other Condition; and (iii) of any laws, regulations and guidelines applicable to the Product including sale, handling, storage, marketing and distribution.

## **11. DATA PROTECTION**

- 11.1 For the purpose of this clause, "personal data" shall have the same meaning as under UK General Data Protection Regulation.
- 11.2 To the extent (if any) that either party receives or provides personal data in the course of the supply or receipt of Products and/or services, the parties agree that they shall comply with applicable data protection law. Each party shall be responsible for providing, obtaining and maintaining any notices, consents or approvals necessary to make such personal data available to the other party for processing and use. The Buyer agrees that it shall collect, store, use, disclose, and process personal data in connection with its receipt of Products or services only in accordance with the Contract and/or Teva's written instructions, or as permitted or required by law. Teva agrees that any personal data relating to Teva's employees, consultant and agents or any other personal data under Teva's control provided to the Buyer in connection with the supply of Products or services may be used and processed by the Buyer only to the extent necessary for the administration and provision of the Products and/or services.
- 11.3 The Buyer agrees to implement measures as Teva may reasonably require to protect personal data provide to the Buyer by or on the behalf of Teva in accordance with applicable data protection law, including taking all reasonable endeavours to enter into (or procuring that a subcontractor enters into) a further data processing or transfer agreement with Teva.
- 11.4 The Buyer shall indemnify Teva against any liabilities, costs and expenses that are incurred or arise out of the Buyer's failure, or the failure of its employees, agents and subcontractors, to comply with the UK General Data Protection Regulation.

## **12. PRODUCT RECALL**

- 12.1 The Buyer shall comply at all times with the Healthcare Distribution Association Guidelines. The Buyer shall ensure its employees, agents, subcontractors and customers comply with such instructions and guidelines.
- 12.2 Upon Teva's request the Buyer shall provide a copy of the Buyer's product recall policy.
- 12.3 Teva may notify the Buyer (in writing) of any defect in or relating to the Products previously delivered to the Buyer or any error or omission which exposes or may expose consumers to any risk of death, injury or damage to property and may, at its sole discretion, recall any Products already delivered to the Buyer (whether for a refund, credit or for replacement of the Products which shall in each case be determined by Teva (acting at its sole discretion))



(“**Product Recall**”) and/or issue any written or other notification to the Buyer’s customers about the manner of use or operation of any Products already sold by the Buyer.

- 12.4 If Teva initiate a Product Recall the Buyer shall cooperate fully with Teva to ensure that the Product Recall is promptly and effectively dealt with and shall observe the [MHRA guidelines](#) on the withdrawal of defective products from the market, and any additional instructions as may be provided by Teva.
- 12.5 A Product Recall and procedures relating to it may be communicated to the Buyer by any reasonable means.
- 12.6 On request from Teva, the Buyer shall report on how Product Recall procedures set out in this Condition 12 have been implemented.
- 12.7 Teva may, at its sole discretion, only supply Products to the Buyer once Teva is satisfied that the Buyer has complied with the obligations set out at Conditions 12.3 - 12.6 (inclusive).
- 12.8 Subject to Condition 9.1, the Buyer’s only remedy in respect of recalled Products shall be a refund or credit up to the value of the recalled Products or replacement Product.
- 12.9 The Buyer shall ensure that its customers who are not retail consumers, are obliged by contract to comply with the provisions in this Condition 12 and that Teva is given the ability to enforce those provisions directly against such non-retail consumers.
- 12.10 The Buyer shall notify Teva immediately in writing if the Buyer becomes aware of any reason why or allegation that the Products may be: unsafe; in breach of the Contract; and/or in breach of any legislation and/or regulation, and/or should be subject to a Product Recall or similar process, as mandated by any regulatory body. The Buyer shall then cooperate with Teva in accordance with the provisions in this Condition 12.

### **13. QUALITY COMPLAINTS AND SAFETY ISSUES**

- 13.1 In the event that the Buyer is made aware of a quality complaint and/or safety issue with a Product(s) the Buyer shall immediately contact Teva and provide full details of such complaint and/or safety issue to enable Teva to investigate the issue including the complainant’s and the Buyer’s contact details. Personal data provided to Teva under this Condition 13.1 shall be handled by Teva in accordance with [Teva’s Pharmacovigilance Privacy Notice](#).
- 13.2 The Buyer shall comply at all times with Teva’s written instructions and guidelines issued from time to time relating to the safety of the Products. The Buyer shall ensure employees, agents, subcontractors and non-retail customers comply with such instructions and guidelines and refer its retail-customers to such instructions and guidelines.
- 13.3 Where Teva is the marketing authorisation holder for a Product(s), on Teva’s request, the Buyer shall take all reasonable endeavours to enter into a safety data exchange agreement and/or technical agreement with Teva.
- 13.4 If the Buyer is made aware of an adverse event or special situation for the Product(s), they shall report it via email ([uk.safety@tevauk.com](mailto:uk.safety@tevauk.com)) to Teva’s Pharmacovigilance Department within two (2) business days.

### **14. TERMINATION**

- 14.1 Without prejudice to any other right or remedy available to Teva, Teva may terminate a Contract or suspend any further deliveries under a Contract (and any other contract which it has with the Buyer) forthwith and recover all expenses, losses and damages resulting to Teva including loss of profit or other consequential loss, and, if the Products have been

delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

- (a) the Buyer is in breach of the terms and conditions of any contract with Teva (including breach of these Conditions) and fails to remedy the same within 14 calendar days of notice specifying the breach and requiring remedy (if the breach shall be remediable);
- (b) the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy or if; or if capable of remedy, fails to remedy the same within 14 calendar days of notice specifying the breach and requiring remedy;
- (c) the Buyer fails to take delivery of the Products within 14 days of being notified by Teva that they are to be delivered;
- (d) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business (or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction);
- (e) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and/or
- (f) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- (g) Teva reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14.2 Notwithstanding any termination or suspension, the Buyer shall pay Teva all sums due for all Products delivered up to and including the date of suspension or termination. Termination howsoever arising shall not affect the rights or remedies of either party that have accrued as at termination.

## 15. GENERAL

### 15.1 *Notices*

Notice given to a party in connection with the Contract shall be in writing and shall be sent by pre-paid first class post, recorded delivery or, by commercial courier to its registered office or principal place of business. Any notice shall be deemed to have been received if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second working day after posting or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

### 15.2 *Waiver*

No waiver by Teva of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any right or remedy under the Contract is only effective if it is in writing. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise

### 15.3 *Severance*

If any provision of the Contract (or part of any provision) is held by a court or any competent authority to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

### 15.4 *Governing law and Jurisdiction*

The Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and is subject to the exclusive jurisdiction of the courts of England.



- 15.5 *Third Party Rights*  
Save for an Affiliate of Teva a party who is not a party to the Contract shall not have any rights under or in connection with the Contract.
- 15.6 *Assignment and Subcontracting*  
The Buyer shall not assign, charge, subcontract or transfer or deal in any other manner with the Contract or any part of it without the prior written consent of Teva. Teva may at any time assign, charge, subcontract or transfer or deal in any other manner with the Contract or any part of it.
- 15.7 *Force Majeure*  
Teva shall not be liable to the Buyer for any failure to perform or delay in performing its obligations under the Contract caused by circumstances beyond its reasonable control including, acts of God, governmental actions, act, restriction, regulation, by-law, refusal to grant any licence or permission and prohibition or measure of any kind on part of any government authority, war or national emergency, riot, civil commotion, explosion, epidemic, lock-outs, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials defaults of suppliers for any reason whatsoever, fire, strikes, shortage of materials, floods, industrial disputes provided that if the event in question continues for a continuous period of 90 days each party shall be entitled to give notice to terminate the Contract.
- 15.8 *Variation*  
No variation to the Contract shall be binding unless agreed in writing and signed by the Parties.
- 15.9 *Confidentiality*  
Subject to condition 7.5, both parties shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other party.
- 15.10 *Anti-Bribery and Corruption*  
The Buyer shall comply with all the requirements regarding anti-bribery and anti-corruption set out in Schedule 2.
- 15.11 *No Partnership*  
Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party to be the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## SCHEDULE 1

### INTERPRETATION

#### 1. In these Conditions:

**"Affiliate"** means any person or entity existing or established who directly or indirectly Controls or is Controlled by, or is under common Control with the Buyer or Teva as appropriate. **"Control"** means direct or indirect beneficial or legal ownership of 50% or more of the share capital, stock or other participating interest carrying the right to vote or to a distribution of profits or to a return of capital as the case may be;

**"Buyer"** means the person purchasing the Products from Teva;

**"Conditions"** means the terms and conditions set out in this document together with any special terms and conditions agreed in writing between Teva and the Buyer as either or both may be amended from time to time;

**"Contract"** means the contract between Teva and the Buyer for the sale of the Products in accordance with the Conditions;

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography 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;

**"Order"** means the Buyer's order for the Products;

**"Product Recall"** means as defined in condition 12.3;

**"Products"** means the medicinal products (as defined within the Human Medicines Regulations 2012, as amended) set out in the Order;

**"Territory"** means the United Kingdom;

**"Teva"** means Teva UK Limited or an Affiliate of Teva UK Limited; and

**"UK General Data Protection Regulation"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.1 References to any statute or statutory provision, is a reference to such statute or statutory provision as (i) amended; (ii) re-enacted; or (iii) enacted or amended pursuant to the United Kingdom ceasing to be a member of the European Union from time to time and shall include any subordinate legislation made under that statute or statutory provision as amended or re-enacted.
- 1.2 Headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 Reference to writing or written includes e-mails and excludes faxes.

- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## SCHEDULE 2

### COMPLIANCE WITH ANTI-CORRUPTION LAWS

#### 1. Definitions

For the purposes of this Schedule, the following terms shall bear the meanings assigned to them below:

- (i) **“Company”** or **“Teva”** means Teva UK Limited.
- (ii) **“Personnel”** means Third Party’s (and its affiliates’) owners, directors, and officers, and any of Third Party’s (or its affiliates’) employees, agents, or consultants that may reasonably be expected to perform on the Contract.
- (iii) (ii) **“Government Official”** means any of the following: (i) official (elected, appointed, or career) or employee of a federal, national, state, provincial, local, or municipal government or any department, agency, or subdivision thereof; (ii) officer or employee of a government-owned or controlled enterprise, company, or organization (e.g., a healthcare professional practicing at a government-owned or controlled hospital or clinic); (iii) officer or employee of a public international organization (e.g., UN, World Bank, EU, WTO, NATO); (iv) individual acting for or representing a government or any of the organizations referred to above, even if he/she is not an employee of such government or organization; (v) individual who is considered to be a government official under applicable local law; (vi) candidate for political office; and (vii) an official of a political party.
- (iv) **“Close Family Member”** means any parent, child, spouse, or sibling, whether by blood or marriage.
- (v) **“Party”** or **“Parties”** refers to Third Party and the Company.
- (vi) **“Third Party”** means the Buyer.
- (vii) **“Third Party Representative”** means any of the following:
  - (1) Any Business Partner, defined as: any joint venture partner or consortium partner, any entity with which Teva has a partnership agreement, or any entity with which Teva shares equity in another entity;
  - (2) Any party to whom Teva sells or provides products and who, in turn, resells or provides such products to anyone other than an end user, including through a local licensing agreement;
  - (3) Any non-employee individual or entity paid by Teva that may reasonably be expected to deal with Government Officials, customers or potential customers, or political parties, on Teva’s behalf.

#### 2. Anti-Corruption Principles and Legislation

- (i) The Organization for Economic Co-operation and Development (“OECD”) adopted a convention on combating bribery of foreign public officials in international business transactions, effective 15 February 1999 (the “Convention”). The Convention requires

contracting states to enact legislation relating to combating bribery of foreign public officials in international business transactions. Such legislation has been passed in Israel and, separately, in the United States as the Foreign Corrupt Practices Act (“FCPA”) and in the United Kingdom in the U.K Bribery Act 2010. These and other anticorruption laws are herein referred to collectively as the “Anti-Corruption Laws” and, together with the Convention, as the “Anti-Corruption Laws and Principles.”

- (ii) The Anti-Corruption Laws and Principles prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value or any benefit, directly or indirectly, to any Government Official, or to any other person while knowing that all or some portion of the payment, thing of value, or benefit will be offered, given, promised, or passed on to a Government Official. Certain of the Anti-Corruption Laws and Principles also prohibit commercial bribery—i.e., the payment or transfer of anything of value, any benefit, or any advantage, directly or indirectly, to any private person with the intention to improperly obtain or retain business or any business advantage or to improperly influence the recipient’s behaviour.

### 3. **Knowledge and Compliance**

- (i) Third Party understands that Teva Pharmaceutical Industries Ltd. and/or its subsidiaries including without limitation, the Company, (collectively “Teva” or the “Company”) are subject to the Anti-Corruption Laws and Principles.
- (ii) Third Party agrees to ensure that all of its Personnel are knowledgeable regarding the purpose and provisions of the Anti-Corruption Laws and Principles, and also agrees to take appropriate steps to ensure that such Personnel will comply with the letter and spirit of the Anti-Corruption Laws and Principles and will not take any actions which would cause either Party to violate or contravene the Anti-Corruption Laws and Principles.
- (iii) Third Party will maintain policies, procedures, and internal controls to ensure that it will be in compliance with the Anti-Corruption Laws and Principles in connection with its performance of the Contract. Such policies, procedures, and internal controls will include processes through which employees will obtain approval for expenditures that may be incurred on behalf of or result in payments to Government Officials, healthcare professionals, or customers in connection with Third Party’s performance of this Contract (e.g., gift, travel, entertainment, hospitality, conference, meeting, event, consulting, and research expenditures).
- (iv) In its sole discretion, Teva may require training of its choosing related to Teva’s standards for ethical business conduct for Third Party Representative stakeholders and/or employees. Should Teva require such training, it must be completed within a reasonable period of time to be determined by Teva.

### 4. **Status of Employees, Family Relationships**

Third Party represents that none of its Personnel are Government Officials. Third Party represents that it has fully disclosed to Company any existing Close Family Member relationships between any of its Personnel and any Government Official, and Third Party agrees to notify Company of any such Close Family Member relationship that may arise during the term of the Contract.

### 5. **No Action Contrary to Anti-Corruption Laws and Principles**

Third Party represents that it has not been found by a government agency or court to have violated the FCPA or any Anti-Corruption Law of any country. Third Party represents and covenants further that nothing of value received under this Contract has been or will be accepted or used by it for any purpose that would violate or be contrary to the Anti-Corruption Laws and Principles, nor has it or will it take any action that would violate or be contrary to Anti-Corruption Laws and Principles.

## **6. Method of Payments**

The Parties agree that all payments made to Third Party in connection with the Contract shall be made after receipt by the Company of an invoice detailing the products or services provided during the period. All payments under the Contract shall be made by check or bank transfer for the benefit of, or to the account of, Third Party in the country where goods and/or services are delivered/provided or the country of residence/principle place of business of Third Party.

## **7. No Unlawful Payments**

Third Party represents and covenants further that, unless permitted under the Anti-Corruption Laws and Principles, it has not paid, promised to pay, authorized a payment, given, permitted to give, or authorized the giving, and will not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value or any benefit to any Government Official for purposes of (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official; (iii) securing any improper advantage; or (iv) inducing such Government Official to use his influence to affect or influence any act or decision of the Government with respect to any activities undertaken relating to the Contract.

## **8. Accurate Books and Records**

Third Party will not make or permit any off-the-books accounts, inadequately identified transactions, recording of non-existent expenditures, entry of liabilities with incorrect identification of their object, or the use of false documents in connection with performing on the Contract. Third Party will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under the Contract.

## **9. Rights of Audit**

Without derogating from any other rights which the Company has to audit the records of Third Party under the Contract or any other agreement between the parties, for the term of the Contract and a period of five years thereafter, Company shall be entitled to audit all books, records, invoices, and relevant documentation of Third Party related to the Contract in order to verify compliance with the terms of this Schedule and the requirements of the Anti-Corruption Laws and Principles. Third Party will cooperate fully in any audit or investigation conducted by the Company in relation to compliance with the Contract or the Anti-Corruption Laws and Principles.

## **10. Conduct of Parties Engaged by Third Party**

Third Party agrees that any parties, (including but not limited to subcontractors and intermediaries) engaged directly or indirectly (e.g., Third Party engages a subcontractor that engages another party) by Third Party to provide services or otherwise fulfil the terms of this Contract will agree to and adhere to comply with the same ethical business clauses that Third Party agrees to herein.

## **11. Obligation to Update/Report Changes**

Third Party agrees that all of the representations contained herein shall remain true and accurate throughout the duration of the Contract. Third Party must inform Company promptly if it becomes aware of any potential breach of this Schedule or the Anti-Corruption Laws and Principles or any other change that would render any of the representations herein untrue or inaccurate. Failure to notify the Company under this section shall constitute a material breach of the Contract by Third Party entitling Company to terminate the Contract under paragraph 15 of this Schedule.

## **12. Annual Certification**

In its sole discretion, Company may require that Third Party complete an annual certification or provide some other form of assurance of compliance with this Schedule.

### 13. **No Assignment**

Notwithstanding any other provision of the Contract, Third Party covenants that it will not assign its rights to any non-Party without the prior written consent of the Company and that any services required by the Contract will be performed by Third Party and its disclosed Personnel unless otherwise agreed to in writing by the Company. Any assignment made by Third Party without Teva's prior written consent will be null and void and of no force or effect.

### 14. **Right to Indemnification**

Third Party agrees that it will indemnify the Company for any costs, including fines and penalties, incurred by the Company as a result of Third Party's breach of this Schedule or any Anti-Corruption Laws and Principles.

### 15. **Disclosure**

Notwithstanding any other provision of the Contract, Third Party agrees that the full disclosure of the existence and terms of the Contract may be made at any time and for any reason to whomsoever the Company determines has a legitimate need to know such terms including, without limitation, the Government of the United Kingdom and the Government of the United States of America.

### 16. **Right to Terminate**

Company shall have the right to suspend or terminate the Contract and any payments thereunder if it has a good faith belief that Third Party or any of its Personnel may have violated or acted contrary to any of the terms of this Schedule or the Anti-Corruption Laws and Principles. In the event of inconsistency in the requirements of United Kingdom's Anti-Corruption Law and U.S. or other potentially applicable Anti-Corruption Law, the Parties shall comply with the more strict Anti-Corruption Law.

## **SCHEDULE 3**

### **COMPLIANCE WITH TRADE SANCTION LAWS**

#### 1. Definitions:

**"Trade Sanction Laws"** shall mean all customs, export and import control, economic sanctions, embargo, anti-boycott or similar laws and regulations of any country or intergovernmental or supranational organization including but not limited to the United Nations, the United States of America, Israel, the United Kingdom, Canada and the European Union that are applicable to the performance of activities under this Contract. In the event of a conflict between Teva's obligations herein and any applicable Trade Sanction Laws, the applicable Trade Sanction Laws shall prevail.

**"Sanctioned Country"** or "Sanctioned Countries" shall mean any country or territory subject to territorial sanctions ("country-based" or "comprehensive" sanctions), including but not limited to those administered by the United States of America, Israel, the United Kingdom, Canada and the European Union (at present, applicable for Iran, Syria, Lebanon, North Korea, Cuba, the Crimea region and Sevastopol, the Donetsk, the Luhansk, the Kherson and the Zaporizhzhia regions).

**"Sanctioned Governments"** shall mean any government, including its agencies and instrumentalities, that are targeted by sanctions regimes including but not limited to those administered by the United States of America, Israel, the United Kingdom, Canada and the European Union (at present, applicable to the government of Venezuela in addition to the governments of Sanctioned Countries).

**"Restricted Party Lists"** shall mean lists of parties (listing entities and/or



individuals) created and maintained in line with Trade Sanction Laws by any country or intergovernmental or supranational organization including but not limited to the United Nations, the United States of America, Israel, the United Kingdom, Canada and the European Union.

2. Buyer represents and warrants that Buyer, any parent, subsidiary, or affiliate of Buyer, or any of its sub-distributors or agents of the Products:
  - a. does not engage in any transactions or dealings which are related to the Products, whether directly or indirectly (through third parties, third countries or otherwise), with (i) Sanctioned Governments; (ii) individuals or entities listed on Restricted Party Lists or located in or resident of any Sanctioned Country; or (iii) entities owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities listed on Restricted Party Lists or located in or resident of any Sanctioned Country;
  - b. are not (i) Sanctioned Governments; (ii) individuals or entities listed on Restricted Party Lists or located in or resident of any Sanctioned Country; and/or (iii) entities owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities listed on Restricted Party Lists or located in or resident of any Sanctioned Country; or (iv) otherwise targeted by applicable Trade Sanction Laws. Buyer shall immediately notify Teva if Buyer, any parent, subsidiary, or affiliate of Buyer or any of its sub-distributors or agents of the Products (i) becomes listed on any Restricted Party Lists or located in or resident of any Sanctioned Country; or (ii) becomes owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities listed on Restricted Party Lists or located in or resident of any Sanctioned Country; or (iii) if Buyer, any parent, subsidiary, or affiliate of Buyer or any of its sub-distributors or agents of the Products, has its export privileges (relevant trade licenses) otherwise denied, suspended or revoked in whole or in part by any government entity or agency
  - c. unless specifically authorized by Teva under this Contract and in compliance with applicable Trade Sanction Laws, will not sell, export, re-export, transfer, re-transfer, purchase, import, procure or divert Products provided by Teva under this Contract (including samples and also including finished or semi-finished goods manufactured by using Products as raw materials), directly or indirectly (through third parties, third countries or otherwise) (i) to/from any Sanctioned Governments (irrespective of the location of delivery) or (ii) to/from any individual or entity listed on Restricted Party Lists or located in or a resident of any Sanctioned Country (irrespective of the location of delivery) or (iii) to/from the territory of any Sanctioned Country.
3. During the term of this Contract and within five (5) years after its expiration or termination, Teva shall have the right to perform a review of Buyer's relevant records for compliance with all applicable Trade Sanction Laws and with the terms of this Schedule 3 in connection with this Contract. To enable such review, Teva shall be given reasonable access, upon giving at least a 15 (fifteen) calendar day notice, to Buyer's facilities, records and/or personnel related to, or otherwise involved with, the Buyer's performance of activities under this Contract. As part of such review, Teva shall have the right to receive information about the identity of the Buyer's partners or customers (including but not limited to sub-distributors or agents of the Products) who have purchased and sold or have used Products (for manufacturing processes or otherwise) that were provided to the Buyer pursuant to this Contract. Buyer agrees that such information may be provided to Teva electronically or through other remote means, including electronic mail or telephone and video conferences.
4. Neither Teva nor Buyer shall use any banks or other financial institutions (including payment processors) that are designated on Restricted Party Lists or otherwise targeted by applicable Trade Sanction Laws as part of any transaction contemplated by this Contract.

5. Notwithstanding any other provision of this Contract, Teva and Buyer agree to comply fully with all applicable Trade Sanction Laws in the performance of this Contract and the parties will not cause each other to be in violation of applicable Trade Sanction Laws. Neither Teva nor Buyer shall be required to take, or to refrain from taking, any action or obligation under this Contract, where to do so would be inconsistent with or potentially violate or incur a penalty under applicable Trade Sanction Laws. Moreover, it shall be at the sole discretion of Teva to refrain from being directly or indirectly involved in the provision of Products that may be prohibited by applicable Trade Sanction Laws.
6. If, in connection with this Contract, Buyer breaches its obligations under any of the paragraphs of this Schedule 3, becomes designated or otherwise sanctioned under applicable Trade Sanction Laws, or admits to a violation or is determined by a governmental authority to have violated applicable Trade Sanction Laws, then Teva shall be entitled to immediately terminate this Contract upon written notice to Buyer. Buyer shall indemnify and hold harmless Teva from and against the judicial and financial consequences which may be suffered by Teva as a result of a breach of Buyer's contractual obligations under this Schedule 3 by Buyer, or any parent, subsidiary or affiliate of Buyer, or by any of its sub-distributors or agents of the Products. Buyer's obligations under this section shall survive the termination of the Contract for any reason whatsoever.