

GSK Direct Customer Terms and Conditions of Supply

The following are GlaxoSmithKline Australia Pty Limited's (ABN 47 100 162 481) (**GSK**) terms and conditions of supply of GSK Products to the Customer (**Terms**). These Terms apply to all deliveries/distribution of GSK Products by GSK, or on behalf of GSK, to the Customer.

1 DEFINITIONS

In these terms and conditions:

Adverse Event or AE means any untoward medical occurrence in a patient or clinical investigation subject or a consumer, temporally associated with the use of a GSK Product, whether or not considered related to the product;

Application Form means an application for credit by the Customer made in the form provided to the Customer for this purpose;

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

Compounder means an entity licensed or otherwise legally authorised to compound, prepare, manufacture pharmaceutical preparations or otherwise transform pharmaceutical products for supply to hospitals or other authorised healthcare providers.

Confidential Information has the meaning given in clause 15.1;

Consequential Loss includes loss of revenue or profits, loss of opportunity, lost savings, expenses, delay or lost time, loss or damage to goodwill, operating costs, special or punitive damages, losses or expenses in connection with assessment, replacement, investigation and any other special indirect or consequential loss or damage.

Credit Risk Attributes means the indicators used by GSK to assess the creditworthiness of Customer. Credit Risk Attributes include, but are not limited to:

- (a) repeated or material late payment of invoices;
- (b) history of overdue accounts;
- (c) exceeding the agreed credit limit due to late payment of invoices;
- (d) results of an annual credit check, including:
 - (i) Customer payment behaviour, e.g. average days late in payment; and
 - (ii) external credit vetting reports where there is a substantial credit limit exposure.

Customer means the entity or its Representative acquiring the goods or services under these Terms;

Delivery Location means the premises listed on the Customer Application Form for delivery of GSK Products;

Distributor means any distributor, logistics service provider, carrier, warehouse provider, fulfilment provider or other third-party service provider appointed by GSK from time to time to perform services in connection with the warehousing, distribution, delivery, return, recall or other handling of GSK Products on GSK's behalf, including DHL Supply Chain (Australia) Pty Ltd ABN 85 071 798 617 or any replacement provider notified by GSK to the Customer;

GSK means GlaxoSmithKline Australia Pty Ltd ABN 47 100 162 481 and any related body corporate of GlaxoSmithKline Australia Pty Ltd within the meaning of section 50 of the *Corporations Act 2001* (Cth);

GSK Product means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied, or distributed by or on behalf of, any division or operating company of GSK (including ViiV Healthcare), in any country. A list of GSK Products is available on the GSK website;

GST means any tax including any additional tax imposed on the supply of or payment for goods or services imposed or assessed under any GST Law;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and all related and auxiliary legislation;

Higher Credit Risk means a credit risk classification indicating a heightened level of credit risk, which will occur where one or more Credit Risk Attributes is present and GSK, acting reasonably, considers that it materially affects the Customer's ability to pay amounts owing to GSK when due.

Human Safety Information or **HSI** means information relating to human health and/or wellbeing following exposure to GSK products, including AE information. HSI/AEs can include: (i) any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated); (ii) failure to produce expected benefits (i.e. lack of efficacy); (iii) off-label use; medication errors or misuse, including drug overdose, whether accidental or intentional; (iv) drug abuse or effects of drug withdrawal; occupational exposure; patients taking GSK Products whilst pregnant or breastfeeding; (v) paternal exposure to a GSK Product before and during pregnancy; (vi) transmission of an infectious agent via a medicinal product; safety information received as part of a product quality complaint; (vii) drug interaction; (viii) unexpected therapeutic benefits (i.e. an unexpected improvement in a concurrent condition other than the one being treated); or (ix) suspected adverse reactions associated with a suspected or confirmed falsified medicinal product or with a quality defect of a medicinal product;

Modern Slavery has the meaning given in section 4 of the *Modern Slavery Act 2018* (Cth), and includes trafficking in persons, slavery, servitude, slavery-like practices, forced labour, forced marriage, debt bondage, deceptive recruiting for labour or services and the worst forms of child labour;

Order means an order for GSK Products placed by the Customer;

PBS means the Pharmaceutical Benefits Scheme established under Part VII of the *National Health Act 1953* (Cth), as administered by the Commonwealth Department of Health, Disability and Ageing (or any successor body);

PPSA means the *Personal Property Securities Act 2009* (Cth). If a term used in these Terms has a particular meaning in the PPSA, it has the same meaning in these Terms;

Price means GSK's price for the GSK Products for Customers as notified by GSK from time to time in writing;

Representative of a party means that party's director, officer, employee, contractor or agent;

Short-Dated means GSK Product supplied with less than three (3) months remaining before expiry at the time of delivery;

Sponsor has the meaning given in the *Therapeutic Goods Act 1989* (Cth);

Tax Invoice has the meaning given to it in the GST Law; and

Terms means these terms and conditions of supply as amended by GSK from time to time on written notice to the Customer in accordance with clause 19.9(a), with any amendment taking effect from the date specified in the notice;

Traceability Records means complete and accurate records sufficient to identify receipt, storage conditions, handling, use, compounding inputs, batch or lot numbers, patient allocation where applicable, onward supply, recall status and final disposition of GSK Products and any compounded products derived from them.

Transformed Product means any pharmaceutical preparation, compounded medicine or other product compounded, prepared, diluted, reconstituted, repackaged, relabelled or otherwise transformed by the Customer using or incorporating the GSK Products.

2 BINDING TERMS AND CONDITIONS

2.1 Binding terms and conditions

- (a) These Terms constitute the entire agreement between the parties in relation to their subject matter, except to the extent of any amendment or variation expressly agreed by the parties in writing.
- (b) No terms or conditions of the Customer, including any terms printed on or referred to in a purchase order or other document issued by the Customer, form part of these Terms unless expressly accepted by GSK in writing.

- (c) GSK may update or vary these terms in accordance with clause 19.9(a).
- (d) When the Customer places an Order, the Customer is taken to have accepted these Terms.
- (e) Any Order accepted by GSK is binding and, unless otherwise stated in these Terms, may not be cancelled by the Customer except with GSK's written consent.
- (f) If the Customer is a trustee, the Customer warrants that it enters into these Terms both personally and as trustee, that it has full power and authority to do so and to incur liabilities under these Terms, that the trust is validly constituted and complies with applicable law, and that it has a right of indemnity from the trust assets for liabilities incurred under these Terms.
- (g) Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy conferred on the Customer or any other person by the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, or by any other law, to the extent it cannot lawfully be excluded, restricted or modified, and these Terms are to be read subject to any such guarantee, right or remedy.

3 CUSTOMER REQUIREMENTS AND WARRANTIES

3.1 The Customer warrants on an ongoing basis that:

- (a) it holds, and will maintain, all licences, permits, approvals and authorisations required under all applicable laws, including in relation to drugs and poisons, therapeutic goods, healthcare, pharmacy and related activities to purchase, possess, handle, store, transport, prepare, compound (if applicable), manufacture preparations derived from the GSK Products (if applicable), administer and supply the GSK Products;
- (b) all such licences, permits, approvals and authorisations are valid, current and in good standing, and the Customer will immediately notify GSK of any suspension, cancellation, expiry, investigation, restriction or material change affecting any of them;
- (c) it will comply with all conditions applicable to such licences, permits, approvals and authorisations, and with all applicable Commonwealth, State and Territory laws, regulations, codes, guidelines, professional standards and good industry practice relevant to the GSK Products and the Customer's activities;
- (d) it will provide GSK, on request, with evidence of any such licences, permits, approvals and authorisations and any other information reasonably required by GSK to verify compliance;
- (e) the Delivery Location and all locations at which the GSK Products are stored, handled, compounded, prepared, used in the manufacture of preparations, dispensed, supplied or administered are secure, lawful and suitable for those purposes;
- (f) where the Customer is a Compounder, it has and will maintain adequate validated procedures, facilities, equipment, personnel and quality systems to compound and supply the GSK Products safely and lawfully and in compliance with applicable industry codes; and
- (g) it will not represent itself as an authorised distributor, reseller or agent of GSK except to the extent expressly agreed in writing.

3.2 Customer Application requirements

- (a) The Customer must complete and submit an Application Form, together with any supporting licences, permits, approvals, authorisations and other information reasonably required by GSK for account setup, credit assessment, delivery, supply, licence verification, pharmacovigilance, quality, recall and compliance purposes.
- (b) The Customer warrants that all information provided in or with an Application Form is complete, accurate and not misleading, and must promptly notify GSK if, at any time during the term of these Terms, there is any material change to that information.

4 ORDERS AND DELIVERY

4.1 Acceptance of Orders

- (a) GSK reserves the right to accept or reject any Orders placed by the Customer, in whole or in part, in its absolute discretion.

- (b) The Customer may cancel any orders placed prior to acceptance or rejection by GSK. Any Order accepted by GSK, which acceptance may be automatic upon placing an Order electronically, is binding and, unless otherwise stated in these Terms, may not be cancelled by the Customer except with the written consent of GSK.
- (c) GSK may, at any time before delivery, cancel, reduce, suspend or defer fulfilment of any accepted Order, in whole or in part, where GSK determines that this is necessary because the relevant GSK Products are unavailable, subject to allocation or affected by supply constraints, or because of regulatory requirements, quality or safety concerns, credit risk under clause 11.3, compliance concerns, or any other matter outside GSK's reasonable control. GSK will notify the Customer as soon as reasonably practicable. Where fulfilment of an accepted Order is deferred for more than 30 days, the Customer may cancel that Order without penalty. To the extent permitted by law, GSK is not liable to the Customer for any loss or Consequential Loss arising from such cancellation, reduction, suspension or deferral, except that GSK will refund or credit any amount paid by the Customer for GSK Products not supplied.

4.2 Out of Stock Orders

- (a) If GSK Product(s) ordered by the Customer are temporarily out of stock, GSK will notify the Customer. GSK will not create a pending order (back order) for the Customer. The Customer will be required to reorder once the GSK Product(s) are in stock.

4.3 Delivery

- (a) GSK may appoint or replace any Distributor to provide warehousing, distribution, delivery, return, recall or related services on GSK's behalf.
- (b) GSK will determine the days and times for delivery of the GSK Products, and the Customer agrees to accept delivery during business hours on a Business Day unless otherwise agreed.
- (c) Customers will receive up to one free delivery to the Delivery Location (or as otherwise agreed by GSK) per week. Further Orders may incur freight charges at GSK's discretion.
- (d) Subject to clauses 5.1 and 16.1 and to the extent permitted by law:
 - (i) GSK is not liable to the Customer for any loss or damage whatsoever (including any Consequential Loss) caused directly or indirectly, including by a third-party contractor of GSK, for any delay or failure in delivery; and
 - (ii) Any delay in delivery does not relieve the Customer of its obligation to accept that delivery and any remaining delivery.
- (e) Where Customer requires GSK to freight the GSK Products to Customer urgently, or in a manner which is not usually used by GSK, GSK reserves the right to charge Customer for any additional freight expenses incurred.
- (f) GSK may deliver the GSK Products by instalments in any quantities, and each instalment will be treated as part of the same overall commercial arrangement (Order) unless GSK otherwise specifies in writing.
- (g) The Customer must provide a secure Delivery Location capable of receiving and appropriately storing the GSK Products, including any temperature-sensitive GSK Products, immediately on delivery. GSK Products are deemed properly delivered when unloaded at that Delivery Location.

5 INSPECTION AND ACCEPTANCE

5.1 Inspection

- (a) The Customer must inspect the GSK Products, including any temperature monitors or transport indicators, immediately upon delivery and must give written notice to GSK, with full particulars, within one (1) Business Day from delivery of any claim that GSK Products are defective, damaged, short delivered, Short-Dated, temperature affected or otherwise non-conforming, where that matter is apparent on reasonable inspection.
- (b) Where a defect or non-conformity is not apparent on reasonable inspection at delivery, the Customer must give written notice to GSK, with full particulars, inclusive of photos, within two (2) Business Days after the Customer becomes aware, or ought reasonably to have become aware, of it, and in any event no later

than expiry of the shelf life of the relevant GSK Product. GSK reserves the right to physically inspect any such GSK Products prior to approval of any claim under this clause 5.1(b). If GSK, acting reasonably, considers that the defect or non-conformity was caused or contributed to by the Customer or any of their Representatives, GSK may reject the claim.

5.2 Acceptance

- (a) Subject to applicable law, if the Customer fails to give notice in accordance with clause 5.1, the GSK Products are deemed accepted as delivered and the Customer must pay for the GSK Products in accordance with these Terms. In this case, Customer will be taken to have waived any claim Customer may have had against GSK that GSK Products are defective, damaged, short delivered, Short-Dated, temperature affected or otherwise non-conforming.

6 PERMITTED USE, STORAGE, HANDLING AND TRACEABILITY

6.1 Storage

- (a) All GSK Products must be stored, and all warehousing arrangements must be in accordance with:
 - (i) the specific requirements of the GSK Products as described on the label, Product Information or any other documentation relating to the GSK Products;
 - (ii) licensing, approval, authorisations or permit requirements as applicable to the storage of the GSK Products; and
 - (iii) industry practices including, as applicable, the Australian Code of Good Wholesaling Practice for Medicines as published by the Therapeutic Goods Administration and updated from time to time.

6.2 Cold chain products

- (a) For temperature sensitive GSK Products:
 - (i) each consignment must be processed and stored in accordance with the specification for those goods by Customer upon receipt of such goods. Failure to comply with this clause renders Customer solely liable for any defect in the GSK Products to the extent the defect is caused or contributed to by that failure.
 - (ii) All cold chain deliveries contain temperature monitors. Monitors must be inspected by Customer on receipt and any alarms reported to GSK at au.gsk-coldchain@gsk.com within 24 hours of receipt. Information is available with each delivery on how to read monitors provided.
 - (iii) GSK's quality team will complete an assessment on the reported cold chain alarms provided by Customer. GSK's assessment on the suitability of the GSK Product(s)'s use after an alarm has been triggered is based on GSK global thermo-stability data for each GSK Product. GSK's decision regarding suitability of use of the GSK Products based on the information provided by the Customer is final and no returns or credit will be provided for GSK Products which GSK deems, acting reasonably, is suitable for use.

6.3 Handling and Traceability of GSK Products

- (a) The Customer must maintain secure chain of custody and complete Traceability Records for the GSK Products and any Transformed Product, including batch or lot tracking, quantities received and used, relevant storage conditions, dates of compounding or transformation, recipients and final disposition, for at least the period required by law or, if longer, any period reasonably notified by GSK to support safety, recall or quality investigations;
- (b) Where the Customer compounds or otherwise transforms the GSK Products, it must do so only in accordance with validated procedures, applicable specifications, applicable law and applicable industry codes, standards and guidelines, including, to the extent applicable, Good Manufacturing Practice requirements recognised or applied by the Therapeutic Goods Administration, using suitably qualified personnel, facilities and equipment; and
- (c) The Customer must not interfere with, alter or remove any packaging, labels, marks, batch details or other identifying information on the GSK Products, except to the extent strictly necessary for lawful compounding, dispensing or administration, and must preserve traceability to the original GSK Product supplied, including its batch or lot number, on the label of any Transformed Product to the extent lawful and reasonably practicable.

6.4 Permitted use and supply

- (a) Subject to applicable law and these Terms, the Customer may possess, store, handle, administer, compound (where applicable) and supply the GSK Products or any Transformed Product in the ordinary course of its business and in accordance with its licences, permits and approvals.
- (b) The Customer must not export from Australia any GSK Product or Transformed Product.
- (c) The Customer must not directly or indirectly on-sell, distribute, transfer or export any GSK Product or Transformed Product to any person where the Customer knows, or could reasonably be expected to know, that the person intends to resell, redistribute, transfer for onward supply or export that GSK Product or Transformed Product, other than the lawful sale or supply of a Transformed Product to an Australian hospital, healthcare provider or healthcare organisation for dispensing or administration to a patient in accordance with applicable law.
- (d) Where the Customer lawfully supplies a Transformed Product to an Australian hospital, healthcare provider or healthcare organisation, the Customer must, to the extent lawful and reasonably practicable, ensure that its contract or supply arrangement with that recipient includes obligations reasonably necessary to support lawful supply, storage, handling, patient safety, traceability, pharmacovigilance, product complaints, recall effectiveness and compliance with applicable law.
- (e) Nothing in this clause 6.4 is intended to restrict the Customer's independent commercial decision-making, pricing or dealings except to the extent reasonably necessary to ensure lawful supply, patient safety, product integrity, pharmacovigilance, recall effectiveness or compliance with regulatory requirements.

6.5 Customer liability

- (a) The Customer is solely liable for any loss, cost, claim or expense, including any Consequential Loss and any loss, cost, claim or expense suffered or incurred by a third party, arising from any failure to use, supply, store or handle the GSK Products after delivery in accordance with this clause 6.

7 HUMAN SAFETY INFORMATION

7.1 Safety reporting

- (a) GSK, as Sponsor, is responsible for pharmacovigilance reporting in relation to the GSK Products.
- (b) GSK encourages the Customer and its Representatives, where they become aware of any HSI/AE relating to a GSK Product (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark), to report it to GSK using Reportum (<https://gsk.public.reportum.com/>).

7.2 Personally identifiable information

- (a) Customer will follow all local regulations in the reporting of HSI/AEs and Customer will not provide to GSK personally identifiable information of any patient or healthcare professional who has reported a HSI/AE without consent from the patient or healthcare professional (as applicable).

8 GSK PRODUCT RECALL

8.1 GSK to manage GSK Product Recall

- (a) Any decision relating to a recall of GSK Products (including any decision relating to the initiation or implementation of or strategy relating to a recall of GSK Products) will be made at the discretion of GSK or, where GSK is not the Sponsor of the GSK Product, the Sponsor unless otherwise directed by a relevant regulatory authority.
- (b) The Customer must not initiate, implement or take any action in relation to a recall of GSK Products without the prior written consent of GSK or, where GSK is not the Sponsor, the Sponsor.

8.2 Recall of Transformed Products

- (a) The Customer acknowledges that, where it compounds, prepares or otherwise creates a Transformed Product, the Customer (or the relevant Compounder) is responsible as Sponsor or manufacturer for that Transformed Product, including for any recall, withdrawal or other obligation imposed by applicable law.

- (b) The Customer is responsible for making and implementing any decision relating to a recall of a Transformed Product, in accordance with applicable law, any licence, permit, approval or authorisation it holds or is required to hold, and any direction of a relevant regulatory authority. This clause 8.2 does not permit the Customer to initiate or implement a recall or withdrawal of GSK Products in the form supplied by GSK, which remains subject to clause 8.1.
- (c) The Customer must notify GSK in writing immediately, and in any event within 24 hours, if it initiates, or becomes aware of any circumstance likely to require, a recall, withdrawal or other market action in relation to a Transformed Product that incorporates a GSK Product, to the contact notified by GSK for this purpose.
- (d) The Customer must, where practicable, consult with GSK before the recall, withdrawal or other market action is initiated, and must in any event consult with GSK to the extent the matter may relate to the safety, quality or efficacy of the GSK Product.
- (e) The Customer must not use GSK's name, trade marks or branding in any recall or withdrawal communication without GSK's prior written approval, except to the extent required by law or by a relevant regulatory authority.
- (f) The Customer must give GSK the opportunity to participate in any communications with the Therapeutic Goods Administration or any other relevant regulatory authority relating to the recall or withdrawal, to the extent those communications relate to the GSK Product.
- (g) Nothing in these Terms makes GSK the Sponsor or manufacturer of, or otherwise responsible for, any Transformed Product, and the Customer is solely responsible for all recall, withdrawal, pharmacovigilance and regulatory obligations in respect of Transformed Products, except to the extent an issue is attributable to a defect in the GSK Product as supplied by GSK. Nothing in this clause 8.2 limits the Customer's obligations under clause 8.3.

8.3 Customer recall obligations

- (a) The Customer must maintain written procedures and trained personnel sufficient to support prompt escalation, investigation, quarantine, withdrawal and recall of the GSK Products and any Transformed Product, and must be able to identify and contact affected recipients or patients to the extent required by law and reasonably necessary for patient safety.
- (b) The Customer must immediately quarantine and not use, compound or supply any affected GSK Product or Transformed Product if it becomes aware of a suspected defect, contamination, temperature excursion, falsification, tampering, recall or other issue that may affect safety, quality, efficacy or compliance, pending GSK's or a competent authority's instructions.
- (c) The Customer must promptly provide all follow-up information, documents, samples, batch data, de-identified Traceability Records and reasonable assistance requested by GSK in connection with any safety, quality, pharmacovigilance, complaint-handling, recall, withdrawal or regulatory matter, and must preserve all potentially relevant records and samples pending GSK's direction to the extent lawful and practicable.

8.4 Reimbursement and refunds

- (a) GSK agrees to refund or provide credit to the Customer for any units of the GSK Products that are recalled under this clause unless the conduct of the Customer or Representatives or other persons it has engaged has given rise to the recall of the GSK Products. For Transformed Product, GSK will not be responsible for recall or remediation costs to the extent they arise from the Customer's compounding, transformation, handling, labelling, storage, administration or other acts or omissions.
- (b) The reasonable costs incurred by the Customer, including the Customer's management costs, in connection with the recall of any GSK Products will be borne by GSK, except where the conduct of the Customer or its Representatives or other persons it has engaged has given rise to the recall of the GSK Products (in which case the reasonable costs incurred by GSK in connection with the recall of the GSK Products will be borne by the Customer).
- (c) To the extent that a party pays costs in connection with the recall of any GSK Products for which the other is responsible under this clause 8.3, the other party must, after receiving a written request together with sufficient evidence to substantiate the request for reimbursement from the first party, reimburse the first party within five (5) Business Days.

9 PRICE AND GST

9.1 Price of GSK Products supplied

- (a) GSK Products will be supplied at the Price current on the date the relevant Order is placed unless otherwise agreed in writing. No credit will be granted to the Customer for stock on hand in the event of a Price reduction.

9.2 Price change

- (a) GSK may vary Prices from time to time and will use its best endeavours to notify Customer of any change in PBS Prices as soon as practicable in advance of the Price coming into effect.
- (b) Where an increase in Price is not required under the PBS, GSK will, where reasonably practicable, provide the Customer with at least 30 days' prior written notice of the increase in Price.

9.3 GST and other charges

- (a) Prices are exclusive of GST and any other applicable taxes, duties, levies, withholdings or governmental charges, all of which must be paid by the Customer in addition to the Price unless expressly stated otherwise in writing.
- (b) Any freight, urgent delivery or special handling charges notified by GSK or incurred in accordance with these Terms will be subject to GST and must be paid by the Customer unless otherwise agreed in writing by GSK.

10 RETURNS

10.1 Returns generally

- (a) GSK will accept returns and provide replacement product or credit where, subject to the Customer's compliance with clause 5.1, the GSK Products are defective, damaged or short delivered on arrival, or where the defect or non-conformity was not apparent on reasonable inspection at delivery but is notified in accordance with clause 5.1(b) and accepted by GSK as a valid claim.
- (b) GSK will accept returns of unused GSK Products, subject to the Customer's compliance with clause 6.2, if the GSK Products have been oversupplied by GSK.
- (c) Subject to applicable law, and except as expressly agreed otherwise by GSK in writing, GSK Products incorrectly ordered, ordered in surplus, improperly stored or handled by the Customer, or not notified as defective or damaged in accordance with clause 5.1, are not returnable and no credit is available. For the avoidance of doubt, no GSK Products for which the shelf life has expired will be accepted for return unless expressly authorised by GSK in writing.
- (d) If the Customer receives Short-Dated GSK Product, subject to the Customer's compliance with clause 5.1, it may notify GSK promptly to request replacement, refund or credit, and GSK may determine the appropriate remedy having regard to the GSK Product, remaining shelf life, intended use and applicable law.
- (e) Except as otherwise provided in these Terms, agreed in writing by GSK or required by law, Transformed Product is not returnable to GSK and no credit is payable for any Transformed Product, wasted material, work in progress or finished compounded product, except to the extent directly caused by a defect in the supplied GSK Product that existed on delivery and not by any act or omission of the Customer or its Representatives after delivery.
- (f) Any return of GSK Product must be authorised in advance by GSK and, where GSK nominates a carrier or return process, the Customer must comply with that process. GSK is not required to accept unauthorised returns or charges incurred outside an authorised return process.
- (g) Where GSK accepts a return relating to supplied GSK Product used in compounding or transformation, GSK's liability is limited, to the extent permitted by law, to (i) replacement of the affected supplied GSK Product; (ii) supply of equivalent GSK Product; or (iii) credit for an amount equivalent to the purchase price paid by the Customer for the returned GSK Product, and does not extend to the Customer's processing costs, compounding fees, lost margin, patient rescheduling costs or other Consequential Loss.

- (h) Any credit or refund approved by GSK will ordinarily be processed using the same payment method as the original invoice, within 30 days after acceptance of the claim or such other period required by law.

10.2 Customer's return obligations

- (a) If requested by GSK, the Customer must destroy any GSK Product authorised for return instead of returning it and must provide written confirmation of destruction in a form reasonably acceptable to GSK. Where the Customer returns incorrect products, batches or quantities, the Customer must reimburse GSK for any reasonable costs incurred in collecting, handling, disposing of or correcting the return.

11 PAYMENT AND CREDIT

11.1 Payment terms

- (a) GSK may issue Tax Invoices electronically on or after dispatch or delivery of the GSK Products.
- (b) Payment for GSK Products supplied to the Customer must be made in accordance with the Tax Invoice issued by GSK or, if no payment period is specified in the Tax Invoice, within 30 days of receipt of the Tax Invoice in cleared funds.
- (c) The Customer must pay each Tax Invoice in full, without set-off, counterclaim, withholding or deduction except to the extent required by law.
- (d) If the Customer disputes a Tax Invoice, it must notify GSK in writing within 10 Business Days of receipt, giving reasonable details of the dispute. The Customer must pay any undisputed amount by the due date. A dispute about one Tax Invoice does not suspend the Customer's obligation to pay any other Tax Invoice.
- (e) Failure to pay in full by the due date is a breach of these Terms and, if that amount remains unpaid seven (7) Business Days after GSK gives the Customer written notice of the failure, is a material breach. This clause does not apply to any amount disputed in good faith in accordance with clause 11.1(d).
- (f) Unless otherwise agreed in writing by GSK, the Customer must make payments by electronic funds transfer using the remittance details notified by GSK from time to time. For establishing payment by electronic funds transfer or any other remittance-related matter, the Customer may contact GSK Credit Services at +61 (0) 3 9721 6666 or credit.services@gsk.com.

11.2 Credit check

- (a) The Customer authorises GSK and its Representatives to make reasonable enquiries as to the credit and financial history of the Customer and, where applicable, its partners, guarantors and Representatives, and the Customer must provide (and must procure that its Representatives, partners or guarantors, as applicable, provide) all consents reasonably required by law to facilitate such enquiries, including obtaining reports from credit reporting bodies as to the consumer and/or commercial creditworthiness of the Customer and/or its Representatives or guarantors (as applicable).
- (b) GSK may disclose information contained in the Customer's Application Form to a credit reporting body and obtain credit reports in accordance with applicable law.
- (c) Any credit terms or account facilities granted by GSK are conditional on complete and accurate disclosure by the Customer of all material information relevant to GSK's credit decision.
- (d) The Customer must promptly notify GSK of any material adverse change in its financial or business circumstances.

11.3 Suspension or withdrawal of credit facility

- (a) The Customer acknowledges that any credit facility is provided at GSK's discretion and may be withdrawn in accordance with this clause.
- (b) Where the Customer is deemed to be a Higher Credit Risk by GSK, or if GSK becomes aware of any other matter that may adversely affect the recovery of amounts owing by the Customer, GSK may, on notice or immediately where reasonably necessary to protect its position, require immediate payment of any outstanding amounts, suspend or withdraw any credit facility, reduce payment terms, require cash payment before delivery, terminate any outstanding Orders, or take any combination of those actions.

- (c) GSK may withdraw any credit facility on 7 days' written notice to the Customer, or immediately where the Customer ceases to hold any licence, permit or authorisation required to lawfully deal with GSK Products.
- (d) Upon withdrawal of a credit facility, all outstanding amounts become immediately due and payable.
- (e) To the extent permitted by law, GSK is not liable for any loss, including Consequential Loss, arising solely from the exercise of its rights under this clause 11.3.

11.4 Collection costs and late payments

- (a) The Customer is liable for all reasonable costs incurred by GSK in recovering unpaid amounts, including legal costs on a full indemnity basis and bank charges for dishonoured payments.
- (b) GSK may charge interest on overdue amounts at the penalty interest rate prescribed under Victorian law in accordance with section 2 of the *Penalty Interest Rate Act 1983* (Vic) or, if that rate is unavailable, another reasonable rate notified by GSK, accruing daily from the due date until payment in full.

12 RISK, TITLE AND SECURITY INTERESTS

12.1 Risk and title

- (a) Risk in the GSK Products passes to the Customer on delivery to the Delivery Location or when the GSK Products otherwise come under the Customer's control, whichever occurs first.
- (b) Title to the GSK Products does not pass to the Customer until the Customer has paid all amounts owing to GSK for those GSK Products in full.

12.2 Customer's authority

- (a) Until Customer has paid all sums owing to GSK for an Order, the Customer:
 - (i) must not grant or allow any security interest over the GSK Products relating to that Order other than as contemplated by these Terms;
 - (ii) may use, compound, sell, supply, dispense or administer the GSK Products or any Transformed Product relating to that Order, in the ordinary course of its business in accordance with these Terms and applicable law; and
 - (iii) must hold any proceeds of any sale or other disposal of the GSK Products or any Transformed Product relating to that Order on trust for GSK to the extent of the unpaid amount owing to GSK for that Order.
- (b) For the avoidance of doubt, the Customer may compound the GSK Products before title passes only in the ordinary course of its business and in accordance with these Terms consistent with the lawful use of the GSK Products.
- (c) Nothing in this clause limits GSK's rights in respect of unpaid GSK Products, any proceeds to which GSK is entitled to by law or contract, or any security interest created under these Terms.

12.3 Authority to inspect and reclaim

- (a) The Customer grants GSK and its Representatives an irrevocable licence, on reasonable notice and during normal business hours, to enter any premises (to the extent lawful) where GSK Products to which GSK retains title are stored for the purposes of inspecting those GSK Products and, where the Customer is in breach of these Terms, reclaiming them.
- (b) In exercising its rights under this clause, GSK and its Representatives must comply with all applicable laws and the Customer's reasonable health, safety and security requirements notified to GSK at the relevant premises, provided that such requirements do not unreasonably prevent or delay the exercise of GSK's rights under this clause.

12.4 Security Interests

- (a) The Customer acknowledges and agrees that these Terms constitute a security agreement for the purposes of the PPSA and create a purchase money security interest in all GSK Products supplied by GSK to the Customer on retention of title terms, and in all proceeds arising from the sale or other dealing with those GSK Products, until all amounts owing to GSK for those GSK Products have been paid in full.

- (b) GSK will not take steps to perfect the security interest referred to in clause 12.4(a) unless GSK, acting reasonably, determines that the Customer is a Higher Credit Risk. If that occurs, the Customer must, at GSK's cost and promptly when reasonably requested by GSK, do all acts and provide all information GSK reasonably considers necessary or desirable to enable GSK to perfect, maintain, register or protect any security interest created or provided for by these Terms in the GSK Products or any proceeds, with the priority reasonably required by GSK, including first ranking priority where reasonably necessary to protect GSK's interest.
- (c) GSK and the Customer agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except to the extent disclosure is required or permitted under sections 275(7)(b) to (e) of the PPSA. The Customer must not authorise disclosure under section 275(7)(c), or request information under section 275(7)(d), without GSK's prior written approval. Nothing in this clause prevents GSK from making any disclosure it considers necessary to comply with its obligations under the PPSA or any applicable law.
- (d) To the extent this clause 12.4 constitutes a confidentiality agreement for the purposes of section 275(6)(a) of the PPSA, the Customer agrees that GSK may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent GSK is not doing so in response to a request made by an interested person under section 275(1) of the PPSA.
- (e) If the Customer defaults in the timely performance of any obligation owed to GSK, GSK may enforce its security interest by exercising any of its rights under these Terms, at general law and under the PPSA.
- (f) To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by GSK of a security interest, and to the extent permitted by section 115 of the PPSA, the Customer and GSK agree that GSK need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143 of the PPSA and, to the extent section 115(7) of the PPSA permits, sections 127, 129(2), 129(3), 132, 134(2), 136(5) and 137 of the PPSA.
- (g) Nothing in this clause 12.4 is limited by any other provision of these Terms or any other agreement between GSK and the Customer, and nothing in this clause limits any other rights of GSK or obligations of the Customer.
- (h) The Customer must immediately notify GSK of any action by a third party, including any creditor of the Customer, that affects or may affect GSK's interest in any GSK Products for which the Customer has not paid in full.

13 COMPLIANCE

- (a) The Customer must comply with all applicable laws, regulations, standards and industry codes in the jurisdictions in which it operates, including all laws relating to therapeutic goods, poisons, medicines, healthcare, privacy, anti-bribery and corruption, sanctions, labour rights and workplace safety.

14 INTELLECTUAL PROPERTY

- (a) All trademarks, trade names, logos, trade dress, get-up, packaging, copyright, designs, know-how and other intellectual property rights in or associated with the GSK Products, any materials supplied by or on behalf of GSK, and any GSK branding remain the property of GSK or its licensors. Except to the extent expressly permitted by these Terms or applicable law, the Customer must not use, copy, interfere with, misrepresent, challenge or infringe any such rights.
- (b) The Customer must not alter, remove or obscure any trademark, label, packaging, batch details, trade dress, get-up or other identifying information on or associated with the GSK Products, except to the extent strictly necessary for lawful compounding, dispensing or administration in accordance with applicable law and these Terms.
- (c) All advertising, promotional, educational, training or other materials supplied by or on behalf of GSK to the Customer remain the property of GSK and may be used by the Customer only for the purpose and in the manner authorised by GSK. The Customer must return, destroy or cease using those materials promptly on request by GSK.
- (d) No licence, right or interest in any intellectual property rights of GSK or its licensors is granted to the Customer, whether express or implied, except to the limited extent necessary for the Customer to receive, store, handle, compound, dispense, administer or supply the GSK Products or any Transformed Product as expressly permitted by these Terms and applicable law.

- (e) No licence relating to GSK Products, express or implied, is granted under the intellectual property rights existing under the laws of the United States or any jurisdiction outside Australia.

15 CONFIDENTIALITY

- 15.1 Subject to clauses 12.4 and 15.2, each party must keep confidential all information disclosed or made available by or on behalf of the other party in connection with these Terms or any negotiations relating to these Terms that is marked as confidential, identified as confidential, or which by its nature or the circumstances of its disclosure would reasonably be understood to be confidential, including information relating to the other party or its business and the existence and contents of these Terms (**Confidential Information**).
- 15.2 A party may disclose Confidential Information of the other party only:
 - (a) to its Representatives, legal advisers, financial advisers and, in the case of GSK, its related bodies corporate and their Representatives, legal advisers and financial advisers, in each case on a need-to-know basis;
 - (b) with the prior written consent of the other party; orto the extent required by law, the rules of any stock exchange, applicable accounting standards or order of a court or regulatory authority, provided that, to the extent lawful and practicable, the disclosing party first consults with the other party about the form, content, timing and manner of the disclosure.
- 15.3 A party may use Confidential Information of the other party only for the purposes of:
 - (a) exercising or enforcing any right or remedy by that party in connection with these Terms;
 - (b) the performance of any obligation by that party under these Terms; or
 - (c) bringing, defending or resolving any claim, dispute or proceeding relating to these Terms, and not for any other purpose.
- 15.4 If a party discloses Confidential Information of the other party to any person as permitted by these Terms, it must use reasonable endeavours to ensure that the person is made aware that the information is confidential and uses and discloses it only in accordance with this clause 15 or on terms no less protective of the other party's Confidential Information.
- 15.5 This clause 15 does not apply to information that is or becomes public other than through a breach of these Terms, was lawfully known to the receiving party before disclosure, is lawfully received from a third party without breach of any duty of confidence, or is independently developed without use of the other party's Confidential Information.
- 15.6 The obligations in this clause 15 survive expiry or termination of these Terms for so long as the relevant information remains confidential.

16 LIABILITY, INDEMNITY AND INSURANCE

- 16.1 Limited liability
 - (a) Nothing in these Terms limits GSK's liability for death or personal injury to the extent caused by GSK's negligence, fraud or wilful misconduct.
 - (b) Subject to clause 16.1(a), and to the extent permitted by law, GSK's liability arising from a breach of or otherwise under these Terms is limited and completely discharged, at GSK's option:
 - (i) in the case of GSK Products, by:
 - (A) supplying equivalent GSK Products;
 - (B) replacing the GSK Products supplied to the Customer; or
 - (C) paying the cost of replacing the GSK Products or acquiring equivalent GSK Products;
 - and
 - (ii) in the case of advice, recommendations, information or services, by:
 - (A) supplying the advice, recommendations, information or services again; or

- (B) paying the cost of having the advice, recommendations, information or services supplied again.
- (c) To the extent permitted by law and subject to clauses 16.1(d), neither party is liable to the other for any indirect or Consequential Loss arising out of or in connection with these Terms, including any breach of these Terms, however arising, whether in contract, tort including negligence, under statute, custom, law or otherwise.
- (d) Nothing in clause 16.1(c) limits the Customer's liability for any direct, indirect or Consequential Loss arising out of or in connection with:
 - (i) breach by the Customer of applicable law,
 - (ii) misuse, unlawful supply, unauthorised resale, redistribution, transfer for onward supply or export of any GSK Product or Transformed Product;
 - (iii) improper storage, handling, compounding, labelling, packaging, dispensing, administration or supply of any GSK Product or Transformed Product;
 - (iv) failure to maintain sterility, product integrity or traceability;
 - (v) failure to comply with pharmacovigilance, product complaint, recall, withdrawal, quarantine or regulatory cooperation obligations;
 - (vi) breach of confidentiality; or
 - (vii) infringement, misuse or unauthorised use of GSK's intellectual property rights.

16.2 Exclusion of other conditions and warranties

- (a) Except as expressly provided in these Terms and to the full extent permitted by law, all conditions, warranties, guarantees and representations imposed or implied by law, custom or otherwise in respect of the state, quality or condition of the GSK Products, or in respect of any advice, recommendations, information or services supplied by or on behalf of GSK, which would otherwise be binding on GSK, are excluded.

16.3 Exclusion of third-party liability

- (a) To the extent permitted by law, and except to the extent that the loss or damage is caused by a defect in the GSK Products existing at the time of delivery, or by GSK's negligence or wilful misconduct, GSK has no liability to the Customer, including liability in negligence, in respect of any loss or damage, whether consequential or otherwise, suffered or incurred by any third party in relation to the GSK Products, any Transformed Product, or any advice, recommendations, information or services supplied by or on behalf of GSK.

16.4 Indemnity

- (a) Except to the extent caused or contributed to by GSK's negligence, wilful misconduct or material breach of these Terms, the Customer indemnifies GSK against all losses, liabilities, claims, costs and expenses, whether direct or indirect, including legal costs on a full indemnity basis and other expenses, arising out of or in connection with any act or omission of the Customer or its Representatives, including improper storage, handling, compounding, administration, supply, recall conduct, labelling, failure to maintain sterility or traceability, or breach of law.
- (b) Except to the extent caused or contributed to by the Customer or its Representatives, and subject to clauses 16.1(c), GSK indemnifies the Customer against all losses, liabilities, claims, costs and expenses, including reasonable legal costs, suffered or incurred by the Customer arising out of or in connection with:
 - (i) any claim that the GSK Products, as supplied by GSK and used in accordance with these Terms and their approved labelling, infringe the intellectual property rights of a third party; or (ii) any claim by a third party arising from a defect in the GSK Products existing at the time of delivery.
- (c) A party seeking to rely on an indemnity under this clause 16.4 must: (i) notify the other party promptly after becoming aware of the relevant claim; (ii) not make any admission of liability, settlement or compromise in relation to the claim without the other party's prior written consent, which must not be unreasonably withheld or delayed; (iii) take reasonable steps to mitigate the relevant loss; and (iv) provide the other party with reasonable assistance and information in connection with the claim.

16.5 Insurance

- (a) The Customer must, at its own cost, maintain appropriate insurance in relation to the GSK Products, Transformed Products and its activities and obligations under these Terms, including product liability, professional indemnity (where applicable) and other insurances reasonably appropriate to its business, and must provide evidence of such insurance on request. Customer must notify GSK promptly if any such insurance is cancelled or materially reduced.

17 COMPETITION LAW COMPLIANCE

- (a) Nothing in these Terms requires or is intended to require the Customer to set, maintain or adhere to any minimum resale or onward supply price, or to coordinate pricing, customers, territories, output or supply with GSK or any third party.
- (b) Any restriction in these Terms on supply, transfer, export, use or dealing with the GSK Products or any Transformed Product is intended only to the extent reasonably necessary to achieve lawful regulatory compliance, patient safety, product integrity, pharmacovigilance, recall effectiveness, protection of confidential information or intellectual property, or another legitimate and lawful purpose, and must be interpreted accordingly.
- (c) If any provision of these Terms that would otherwise contravene applicable competition law or expose a party to a material competition law risk, that provision is to be read down to the minimum extent necessary to avoid that result and, if that is not possible, severed without affecting the remainder of these Terms.
- (d) The parties must comply with applicable competition laws in connection with these Terms and must not exchange competitively sensitive information except to the extent reasonably necessary for the lawful performance or administration of these Terms.

18 ANTI-BRIBERY AND CORRUPTION

- (a) For the purposes of this clause 18, **Associated Person** means, in relation to a party, any employee, officer, contractor, agent, subcontractor, affiliate, subsidiary or other third party that acts for or on behalf of, or is subject to the control or determining influence of, that party in connection with these Terms.
- (b) Each party must, and must take reasonable measures to ensure that its Associated Persons, comply with all applicable anti-bribery and anti-corruption laws, including the *UK Bribery Act 2010*, the *US Foreign Corrupt Practices Act*, and any applicable Australian anti-bribery and corruption laws. Each party must not, in connection with these Terms, directly or indirectly make, promise, authorise, ratify or offer any payment, transfer or provision of anything of value, or take any act in furtherance of such conduct, for the purpose of improperly influencing, inducing or rewarding any act, omission or decision, securing an improper advantage, improperly assisting itself or the other party in obtaining or retaining business, or otherwise engaging in public or commercial bribery. This prohibition includes facilitation payments.
- (c) Each party must not, and must take reasonable measures to ensure that its Associated Persons do not, directly or indirectly engage in fraudulent or dishonest conduct, or commit any fraud-related or dishonesty-related offence, in connection with these Terms. Fraudulent or dishonest conduct includes deliberately making a false or misleading statement, or failing to disclose relevant information, for the purpose of making a gain, causing loss or obtaining an improper advantage.
- (d) Without limiting any other rights or remedies available to GSK, GSK may terminate these Terms immediately by written notice if the Customer breaches this clause 18. To the extent permitted by law, GSK is not liable to make any payment, indemnity or compensation to the Customer arising from termination under this clause, except for any amount that GSK is required by law to pay.

19 GENERAL

19.1 Labour rights

- (a) The Customer must comply with all applicable labour, employment, workplace health and safety and human rights laws in connection with these Terms. Without limiting that obligation, the Customer represents and warrants that it does not use child labour, forced labour, unsafe working conditions or cruel or abusive disciplinary practices, does not unlawfully discriminate, pays all workers at least the applicable minimum wage and legally mandated benefits, complies with applicable laws on working hours and employment rights, and respects workers' rights to freedom of association. The Customer must use

reasonable endeavours to ensure that any supplier or subcontractor it uses to perform these Terms complies with standards consistent with this clause.

19.2 Modern Slavery

- (a) Each party (First Party) undertakes, warrants and represents that, to the best of its knowledge having made reasonable enquiries, neither it, nor any of its Representatives, has: (i) committed an offence under any law relating to Modern Slavery; (ii) been notified that it is subject to an investigation or prosecution relating to an alleged offence under any law relating to Modern Slavery; or (iii) become aware of any circumstances within its supply chain that are reasonably likely to constitute Modern Slavery.
- (b) The First Party must notify the other party (Second Party) immediately in writing if it becomes aware or has reason to believe that it, or any of its Representatives, has breached or potentially breached any of its obligations under this clause 19.2. Any notice under this clause must set out the circumstances concerning the breach or potential breach.
- (c) In addition to the warranties and representations in clause 19.1(b), each party must: (i) apply ethical sourcing practices; (ii) comply with and encourage compliance with relevant labour standards and laws; (iii) take reasonable steps to identify modern slavery risks in its operations and supply chains; and (iv) provide to the other party its modern slavery statement (if any) prepared under the Modern Slavery Act 2018 (Cth) within such timeframe as reasonably requested by that party, but not more than once every 12 calendar months, to allow that party to verify compliance with this clause 19.2.
- (d) Without limiting any other right or remedy, the Second Party may terminate these Terms immediately by written notice to the First Party if the First Party commits a material breach of this clause 19.2 which is not capable of remedy, or which is capable of remedy and is not remedied to the Second Party's reasonable satisfaction within 14 days after the Second Party gives written notice requiring it to be remedied.

19.3 Privacy

- (a) GSK may collect, use and disclose personal information obtained in connection with these Terms in the ordinary course of its business and in accordance with applicable privacy laws and GSK's privacy policy. A copy of the policy is available at: <http://au.gsk.com/en-au/privacy-policy>.
- (b) GSK may disclose Customer information to any Distributor to the extent reasonably necessary for the services described in clause 4.3(a).
- (c) For the purposes of clause 11.2, GSK may collect, use and disclose Customer information and personal information about the Customer's Representatives, partners, directors, trustees or guarantors for the purposes of assessing, managing and enforcing any credit facility, verifying information provided by or on behalf of the Customer, conducting credit checks, obtaining credit reports and disclosing information to credit reporting bodies, in each case in accordance with applicable privacy laws.

19.4 Assignment

- (a) The Customer must not assign, novate or otherwise transfer its rights or obligations under these Terms without GSK's prior written consent, which must not be unreasonably withheld or delayed. GSK may assign, novate or otherwise transfer its rights or obligations under these Terms to a related body corporate, or in connection with a sale or reorganisation of all or part of its business, on written notice to the Customer.

19.5 Insolvency of Customer

- (a) A material breach of these Terms is deemed to occur if the Customer becomes insolvent within the meaning of *Corporations Act 2001* (Cth), bankrupt, enters administration, receivership, liquidation or a similar process, or ceases to hold licences required to lawfully deal with GSK Products.

19.6 Customer warranty

- (a) The Customer warrants that it has authority to enter into and perform these Terms and that each person who places an Order or enters into these Terms on its behalf is duly authorised to do so and, if requested by GSK, will provide evidence of that authority.
- (b) The Customer further warrants that, to the best of its knowledge after reasonable enquiry, neither the Customer nor any of its directors, partners or trustees has been bankrupt, insolvent, in liquidation, administration or receivership, had a controller appointed, or been a director, partner or trustee of an entity

that has been in liquidation, administration or receivership or had a controller appointed, except as disclosed to GSK in writing.

19.7 Change of ownership

- (a) The Customer must promptly notify GSK of any change in ownership, control, legal status, partnership, trustee arrangements, key licences or registered address. If GSK, acting reasonably, considers that such a change materially affects GSK's risk or the Customer's ability to perform these Terms, GSK may require immediate payment of outstanding amounts, additional security or updated onboarding information as a condition of continued supply.

19.8 Director's guarantee and indemnity

- (a) If the Customer is a proprietary company or other limited liability entity, GSK may require a director or other acceptable person to provide a guarantee and indemnity in a form reasonably required by GSK as a condition of granting or continuing credit.

19.9 Variation

- (a) GSK may vary these Terms by providing at least 30 days' written notice to the Customer. If the Customer does not agree to a notified variation, it may terminate these Terms on 30 days' written notice, provided all outstanding amounts are paid in full on termination. Continued ordering after the effective date of the variation constitutes acceptance of the variation.

19.10 Waiver

- (a) A party's delay or failure to exercise any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any further exercise of that right, power or remedy or the exercise of any other right, power or remedy. A waiver is not valid or binding unless made in writing by the party granting the waiver.

19.11 Governing law and jurisdiction

- (a) These Terms are governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

19.12 Term and termination

- (a) These Terms continue until terminated in accordance with this clause 19.12.
- (b) GSK may terminate these Terms, or suspend or cease supply of GSK Products to the Customer, at any time by giving the Customer 30 days' written notice.
- (c) The Customer may terminate these Terms at any time by giving GSK 30 days' written notice. Termination under this clause does not affect any Order accepted by GSK before the date of the notice, which will be fulfilled and paid for in accordance with these Terms unless the parties agree otherwise in writing.
- (d) Without limiting any other right or remedy, GSK may terminate these Terms immediately by written notice if the Customer commits a material breach of these Terms which is not capable of remedy, or which is capable of remedy and is not remedied within 14 days after GSK gives written notice requiring it to be remedied. GSK may terminate these Terms immediately by written notice, without allowing a period for remedy, if the Customer ceases to hold any licence, permit or authorisation required to lawfully deal with GSK Products, becomes insolvent within the meaning of clause 19.5(a), breaches clauses 18 or 19.1, provides information that is materially incomplete, inaccurate or misleading, ceases or threatens to cease business, or GSK reasonably considers that continued supply may give rise to a safety, quality, regulatory, compliance, reputational or legal risk.
- (e) On termination, all outstanding amounts owed by the Customer to GSK become immediately due and payable, and the Customer must immediately stop placing Orders unless GSK agrees otherwise in writing. Termination does not affect any accepted Order that GSK elects to fulfil, or GSK's right to cancel, reduce, suspend or defer fulfilment of any Order in accordance with these Terms.
- (f) Termination does not affect any accrued rights, remedies, obligations or liabilities of either party, including any obligation to pay amounts due before or on termination.

19.13 Survival

- (a) Without limiting any other provision of these Terms, clauses 7, 8, 10, 11, 12, 14, 15, 16, 18, 19.1, 19.2, 19.4, 19.11 and this clause 19.13, together with any other clause which by its nature is intended to survive termination, continue to apply after expiry or termination of these Terms.