

## **Perrigo Terms and Conditions of Purchase**

**1. Offer and Acceptance; Exclusive Terms.** Each purchase order or revision thereof (the “Order”) issued by the Perrigo entity or its applicable affiliate(s) named thereon (“Perrigo”) is an offer by Perrigo to the seller or its applicable affiliate(s) named thereon (“Supplier”) for the purchase of goods (the “Goods”) or services (the “Services”) described therein and is governed by and subject in all respects to these Terms and Conditions of Purchase (these “Terms”) exclusively as provided herein, and together with any attachments or items incorporated by reference (including any specifications, drawings quality requirements or any other requirements of Perrigo), and any Supplier manual or other policies of Perrigo provided or otherwise made available to Supplier (collectively, “Purchasing Documents”), constitute the complete and exclusive agreement between Perrigo and Supplier (the “Agreement”). In the event of a conflict between the Terms and any other Purchasing Document made part of the Agreement, the applicable Purchasing Document shall control, with the face of the Order taking precedence over any other Purchasing Document. Any of the following acts by Supplier shall constitute Supplier’s acceptance of the Agreement, including these Terms, in its entirety: (a) accepting or otherwise acknowledging the Order; (b) commencing work on the Goods or otherwise initiating performance of any portion of the Services; (c) initiating shipment of the Goods; (d) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Goods or Services; or (e) failure to validly object in writing to the Order within five (5) business days of issuance. Acceptance of the Order is strictly limited to and conditional upon Supplier’s acceptance of the Agreement, including these Terms exclusively. Any proposal by Supplier to include additional or different terms or any purported attempt by Supplier to vary any of the terms and conditions of the Agreement, including these Terms, whether in Supplier’s proposal, quotation, acknowledgement, invoice, warranty statement or otherwise, shall be deemed void and Perrigo hereby expressly objects and rejects such additional, different, or varied terms and conditions. The Agreement constitutes the entire agreement between Perrigo and Supplier, and no prior offers, proposals, quotations, statements, forecasts, courses of dealing, usage or trade shall be part of the Agreement. Despite anything to the contrary contained herein, if Supplier and Perrigo have executed an agreement which governs the purchase and Sale of the Goods or Services in issue, the terms of such agreement shall be controlling and shall take precedence over these Terms.

**2. Order Duration.** Subject in all respects to Perrigo’s termination rights, the Agreement is binding on the parties for (a) the duration expressly set forth on the face of the Order, or until the Goods or Services are delivered and accepted pursuant to the Order, or (b) if no duration is specified on the Order, one (1) year from the date the Order is issued, automatically renewing for successive one (1) year periods thereafter unless Perrigo provides notice to Supplier of its desire not to renew.

**3. Delivery; Order Quantity.** Time and quantity are of the essence in Supplier’s performance of the Agreement. Supplier shall deliver the Goods and perform the Services strictly in accordance with the quantities, schedules, and other requirements specified in the Agreement, including delivering one hundred percent (100%) of the quantities of Goods or Services requested on the delivery or performance dates specified by Perrigo. Supplier shall immediately notify Perrigo if Supplier is or may be unable to deliver the Goods or perform the Services in the quantities and on the dates and times specified by Perrigo. Perrigo may change the date of scheduled deliveries or performance or direct temporary suspension of the same, none of which entitles Supplier to any price modifications. Perrigo is not obligated to accept early or late deliveries or performances, or partial or excess deliveries. Risk of loss or damage and responsibility for the inspection, sorting, storage, maintenance, insurance, re-performance or return of any rejected Goods or Services shall be borne solely by Supplier. Without otherwise limiting Perrigo’s rights and remedies, if conforming Goods are not delivered or conforming Services are not performed at the agreed upon time, excluding delays to the extent caused by and event of force majeure set forth in Section 28, Supplier will be subject to a daily charge of two percent (2%) of the purchase price of the applicable Goods or Services for each day the same are delayed; provided that Supplier shall be required to satisfy its obligation to supply the Goods or Services. This late charge shall not exceed the purchase price of the applicable Goods or Services. No act of Perrigo, including acceptance of deliveries or performance, any inspection (or lack thereof) or payment, shall act as

a waiver of Perrigo's rights under this Section. Unless otherwise specified on the face of the Order, all deliveries of Goods under the Agreement shall be DDP Perrigo's facility or other delivery location specified on the Order (Incoterms 2010) and title to the Goods shall pass to Perrigo at the delivery point but, notwithstanding anything to the contrary, risk of loss or damage shall not pass to Perrigo until such Goods are finally accepted by Perrigo regardless of any transfer of title. If a specific quantity is not specified on the face of the Order, or if the face of the Order specifies the quantity as zero, "blanket," "see release," "as scheduled," "as directed," "as requested," "subject to Perrigo's releases" or any similar descriptors, then the Order shall be deemed a requirements contract, and Supplier hereby agrees to sell to Perrigo and Perrigo hereby agrees to purchase from Supplier one hundred percent (100%) of Perrigo's requirements for the Goods or Services, and those requirements will be reflected in quantities that are specifically identified by Perrigo as firm orders in Perrigo's releases issued or otherwise made available to Supplier.

**4. Changes to Goods or Services.** Perrigo reserves the right at any time, by delivery of notice to Supplier, to change or cause Supplier to change the Goods or Services, including changes to (a) applicable specifications, drawings, processing, methods of manufacturing, packing or shipping, approved sub-Suppliers, or (b) the place, date or time of delivery. Supplier agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Order unless, within ten (10) days of Perrigo's issuance of such notice, Supplier notifies Perrigo of any impact on the price or time for delivery or performance and a detailed claim for any requested adjustment(s) thereto (together with supporting information and related documentation). If after reviewing such claim and request, Perrigo determines in its sole judgment that an adjustment is warranted, the parties will discuss an equitable adjustment. Supplier shall make no changes to the performance of Services or the raw materials, methods of manufacture, production equipment or locations involved in the manufacture of Goods or any other changes that may alter properties, impurities, specifications, dimensions, or any other characteristic of the Goods without Perrigo's prior written consent.

**5. Invoices.** All invoices must reference the applicable Order, descriptions and quantities of Goods delivered or Services performed, bill of lading numbers, currency, and other information requested by Perrigo from time to time. Separate invoices are required for each Purchase Order, and the Purchase Order number must be included on the invoice. Invoices shall be delivered to Perrigo's address for invoices set forth on the applicable Order no earlier than the delivery or performance date of the Goods or Services invoiced or as otherwise directed by Perrigo from time to time.

**6. Price.** Supplier shall not invoice Perrigo for Goods or Services at prices higher than stated in the Order, which prices are complete and include all customs expenses, duties, tariffs, and taxes, packaging, transportation, insurance, and all other known or unknown direct and indirect Supplier costs. No surcharges, premiums or other additional charges or expenses of any type may be added to such stated prices without Perrigo's express prior written consent. Notwithstanding the foregoing, reasonable expenses incurred by Supplier in the course of performing Services, including round trip economy airfare (or round trip business class airfare for intercontinental travel), auto rental, meals, lodging and long distance telephone charges, will be reimbursed to Supplier by Perrigo at cost as set forth, and up to the amount (if any) specified in the Order; provided, however, that all travel, meal and lodging expenses shall be reimbursed only if plans for same are approved by Perrigo in advance and receipts shall be submitted with the invoices for any expense in the amount of \$25.00 or greater. (See Supplier Travel and Expense Reimbursement Policy: <https://www.perrigo.com/supplier-website>). Approved mileage will be reimbursed at the IRS or CRA standard rate as applicable. Supplier agrees to comply with all applicable laws with respect to taxes and compensation paid to its employees and assumes exclusive liability for filing reports and making payment of all taxes or contributions as required by such laws. Prices are not subject to increase, and Supplier expressly assumes the risk of any events that may affect prices or Supplier's direct or indirect costs. Supplier represents and warrants that the prices charged for the Goods and Services do and shall not exceed the prices charged by Supplier to any other Customer for similar quantities of like goods or services under similar delivery requirements. Supplier shall ensure that the Goods and Services remain competitive in price, technology, service, and quality to other similar

goods and services available to Perrigo (whether through outside, in-house or affiliate sources). If a competitor to Supplier quotes goods or services substantially similar to the Goods or Services that are of better value, technology or quality, then within fifteen (15) days of Perrigo's demand, Supplier shall meet or exceed such competitive quotation or Perrigo may terminate the Agreement or all or any portion of the Order without liability pursuant to Section 26 below.

**7. Payment.** Payment terms are as set forth on the Order, or, if not specified, net 90 days from the date of an accepted, valid invoice (in a form and containing such information as Perrigo may require). Notwithstanding the foregoing, payments may be withheld pending Perrigo's receipt of satisfactory evidence that the Goods and Services were delivered or performed, as applicable, absent any liens, claims or encumbrances. If no currency is specified on the face of the Order, payment may be made at Perrigo's option in U.S. dollars or the U.S. dollar equivalent in the local currency of Perrigo's receiving facility. If any obligations of Supplier or its affiliates to Perrigo or its affiliates are disputed, contingent or unliquidated, including any claims by Perrigo's Customers before final determination of cause, Perrigo may defer payment of such amounts until such claims are finally resolved (as determined by Perrigo in its sole discretion).

**8. Setoff.** All claims for monies due or to become due from Perrigo under this Agreement, including claims of assignees, shall be subject to the deduction by Perrigo of any setoff or counterclaim arising out of this Agreement or any other of Perrigo's or its affiliates' agreements with Supplier or its affiliates, whether such setoff or counterclaim arose before or after such assignment.

**9. Forecasts.** Any estimates, forecasts or other projections of anticipated requirements for Goods and Services provided by Perrigo, if any, are non-binding and provided for informational purposes only and are subject to change for any variety of internal and external factors within and outside Perrigo's control. Perrigo makes no representation, warranty, express or implied, including as to the accuracy or completeness of any such estimates, forecasts or other projections provided by Perrigo to Supplier from time to time.

**10. Labeling, Packaging, And Shipping.** All Goods shall be suitably prepared for shipment and must be labeled, packed, routed, and shipped in accordance with Perrigo's instructions and specifications as provided from time to time, and otherwise in compliance with applicable law. To the extent labeling, packaging, routing or shipping requirements are not provided by Perrigo, Supplier shall pack, label, route, and ship the Goods in accordance with sound commercial practices and otherwise in a manner that will ensure that the Goods are adequately protected against damage and deterioration in transit and to otherwise ensure the best method of cost-efficient transportation. Failure to provide such requested packing shall be deemed a material breach of these Terms & Conditions. Supplier will promptly provide Perrigo all necessary packing lists and other papers with each shipment as required by applicable law together with any additional papers required by Perrigo. Supplier will pay all premium freight costs over normal freight costs as necessary to meet Perrigo's required delivery dates due to Supplier's acts or omissions or any issues with Supplier's operations or supply chain.

**11. Adulteration and Misbranding.** Supplier represents and warrants that no material constituting, or being part of, any shipment or other delivery to Perrigo will at the time of such shipment or delivery, be adulterated or misbranded within the meaning of the laws concerning food and/or drugs, as amended, including without limitation the Federal Hazardous Substances Act, the Federal Food, Drug and Cosmetic Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Poison Prevention Packaging Act of 1970, or any other similar law, ordinance or regulation. Supplier agrees to pay all costs of relabeling and such other costs as are necessary so that the Goods will fully comply with the applicable federal, state, provincial or local laws, regulations or requirements. Supplier agrees to furnish Perrigo a certificate of analysis of the contents and/or characteristics of the Goods sold pursuant to an Order and further agrees to permit inspections by any governmental authority of the facilities and records relative to the Goods or Services supplied hereunder.

**12. Inspections and Audits.** All shipments of Goods and performance of Services are subject to inspection

and approval at or following delivery or performance, as applicable, by Perrigo or its agents, and Perrigo may reject and refuse acceptance of nonconforming Goods or Services at any time. No inspection, approval, delay or failure to inspect, or failure to discover any defect or nonconformance, shall relieve Supplier of any liability or obligations under the Agreement or otherwise impair or waive any right or remedy of Perrigo with respect to the Goods or Supplier's performance of Services. Rejected Goods may be returned to Supplier at Supplier's risk and expense. Upon reasonable advanced notice to Supplier (of at least twenty-four (24) hours), Perrigo or its Customers may conduct or cause to be conducted inspections and audits at Supplier's facilities, including reviewing Supplier's books and records relating to the Goods and Services. Supplier will preserve information subject to inspection and audit under this Section (or otherwise under the Agreement) for eight (8) years.

**13. Testing.** If any tests on the Goods to be provided are performed, Supplier shall bear the costs for such tests, including the cost of its own personnel, but excluding the cost of Perrigo's personnel. The Supplier shall inform Perrigo, at least seven (7) days in advance, the date when the Goods shall be ready to be tested and shall agree with Perrigo a date to perform such tests. If the Goods are not submitted for testing on such date, the costs of Perrigo's personnel shall be borne by the Supplier. If any flaw found on the Goods makes it necessary to repeat the tests or carry out other tests, Supplier shall bear all personnel and other costs related to such tests; Supplier shall also pay for all personnel and other costs incurred in connection with the testing of materials used by it in the implementation of the Order. In the event that Perrigo provides the Supplier with any Goods sample, such shall belong to Perrigo and the Supplier shall bear all necessary expenses for its storage, preservation and return to Perrigo, in the understanding that any Service required by the Supplier related to such sample must comply with all elements, characteristics and quality of the approved sample.

**14. Quality.** In the event any ingredient or materials used by Supplier in the manufacture or fabrication of the Goods are declared by any governmental agency to be unsafe or unfit for the use contemplated, or in the event that Perrigo has good faith concerns about such ingredients or materials being unsafe or unfit, then Supplier shall immediately cease and desist from the further use of such ingredients or materials, and Perrigo shall be released from any further obligations under this Agreement. Supplier shall furnish to Perrigo copies of all documents issued by such governmental agency imposing any requirement or restriction upon Supplier together with responses by Supplier showing compliance or non-compliance. Supplier shall resume production of Goods for Perrigo only after written notice to Perrigo that substitute materials of like quality have been approved by such governmental agency and Perrigo has approved in writing the resumption of production by Supplier. In order to avoid any cross-contamination, Supplier shall ensure that all equipment, and containers are cleaned with the utmost care before any change of Goods. Supplier shall operate in accordance with the highest industry standards and shall promptly inform Perrigo upon becoming aware of any significant deviation during the manufacturing of a particular batch supplied to Perrigo. Supplier shall promptly inform Perrigo of any planned essential changes in the production process including but not limited to change of source of (a) input material; (b) the quality and composition of the input material or change to a different input material including any formulation materials; or (c) the production location. Perrigo and Supplier will make reasonable efforts to agree in good faith on the appropriate next steps such as e.g. (i) Perrigo will adapt its registrations to the new production process and (ii) Perrigo will conduct its internal qualification process for purchased materials deriving from the new production process to ensure that such purchased materials can be used successfully in the Goods. Until the successful completion of the agreed measures, Supplier shall ensure that Orders according to this Agreement can be fulfilled with material deriving from the established production process. However, to the extent that the changes make the relevant Goods unsuitable for Perrigo's use, even though the relevant Goods continue to meet the relevant specifications, Perrigo will so notify Supplier. If no resolution satisfactory to both parties is achieved within thirty days after Perrigo notifies Supplier, Perrigo may terminate this Agreement in accordance with Section 26. Where a Quality Agreement is in effect, the Quality Agreement will take precedence in all quality related matters as described in the Quality Agreement (for example, if the Goods do not meet the Specifications, if the Goods have been contaminated, if the Goods were not manufactured according to current Good Manufacturing Practices).

**15. Work on Premises.** If performance of Services or delivery or installation of Goods by Supplier involves operations by its employees, subcontractors or other representatives on the premises of Perrigo, (a) Supplier shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all policies in force at the premises, including all fire prevention and safety rules and regulations, and all applicable laws; (b) Supplier shall take all necessary steps to prevent any injury or damage to persons or property; and (c) Supplier shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Supplier's and its representatives' equipment and surplus materials.

**16. Intellectual Property.**

- a. "Intellectual Property" shall mean and include patents, copyrights, trademarks, trade names, trade dress, trade secrets, know-how, concepts, ideas, discoveries, inventions (whether or not patentable), processes, developments, designs, dimensions, tolerances, suggestions, materials, improvements, works of authorship, artwork, software, documentation, intellectual property/proprietary rights, rights in other tangible and intangible assets of a proprietary nature, domain names, company names, and the like. "Intellectual Property Rights" means all forms of Intellectual Property protection or proprietary rights available throughout the world, including, without limitation, utility patents, design patents, patent applications, design registrations, utility models, industrial designs, copyrights, trademarks, trade dress, trade secrets, and rights in domain names.
- b. Supplier hereby grants to Perrigo an irrevocable, non-exclusive, worldwide license to use any Intellectual Property created or used in the manufacture of the Goods or relating to the Services to make, have made, use, sell and exploit the Goods and Services for any purpose. All work products, materials, or deliverables, which are created in the course of performing the Agreement, separately or as part of any Goods or Services, shall be deemed "works made for hire" and shall be Perrigo's sole and exclusive property. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Supplier hereby assigns to Perrigo all right, title, and interest in any Intellectual Property Rights in such works of authorship. Supplier shall cause its employees to promptly sign any papers necessary to enable Perrigo to file applications for patents throughout the world and to record rights in and to such Intellectual Property.
- c. Perrigo hereby grants to Supplier a limited, nontransferable, nonexclusive right to use Perrigo's Intellectual Property Rights only to the extent necessary for Supplier to fulfill its obligations under the Order, and for no other purpose whatsoever. Upon termination or expiration of the Order for any reason, all rights to use Perrigo's Intellectual Property Rights granted herein shall automatically terminate effective as of the date of termination or expiration of the Order.
- d. Except as necessary to provide the Goods or Services, Supplier shall not manufacture or provide, or offer to manufacture or provide, any Goods or services that are based in whole or in part on Perrigo's intellectual property or any derivative thereof, whether for Supplier's own purposes or any third parties. Supplier hereby agrees that all Goods that bear labels approved by Perrigo, and which are identified by one or more of Perrigo's trade names or trademarks, shall be sold only to Perrigo and shall not be sold to any other person, firm or corporation, including any distributor of Perrigo's Goods.

**17. Materials and Equipment.** Supplier shall supply at its own expense all materials, equipment, tooling, dies, fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and all related documentation, drawings, specifications, samples, test reports, hardware, software and facilities required to perform the Order). Notwithstanding the foregoing, Supplier expressly acknowledges and agrees that all materials, equipment, tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto, and any special

items of a like nature produced or otherwise obtained by Supplier in connection with performing Supplier's obligations under the Agreement that are furnished to Supplier or specifically paid for, in whole or in part, by Perrigo ("Tooling") shall be held by Supplier on a bailment basis and remain the property of, with both title and the right of possession in, Perrigo and without limiting any other rights and remedies available to Perrigo. While in Supplier's direct or indirect custody or control, all Tooling shall be held at Supplier's risk, fully insured by Supplier against loss or damage in an amount equal to the replacement cost thereof at Supplier's sole cost, conspicuously marked, and used solely in Supplier's performance of its obligations under the Agreement. Tooling shall be subject to removal at Perrigo's request at any time without notice. Supplier shall not permit any liens, claims or encumbrances to be placed upon any Tooling. Supplier shall, at Supplier's sole cost, maintain the Tooling in good condition and repair, and shall replace any Tooling if, as, and when reasonably required. All Tooling shall, at Perrigo's option, be either (a) returned to Perrigo in no less than the same condition as originally received by Supplier, reasonable wear and tear excepted or (b) destroyed with a certificate of destruction and evidence of destruction provided to Perrigo. PERRIGO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOOLING, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**18. Software and Other Technology.** If the Goods consist of or include software, then Supplier grants to Perrigo and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, and worldwide license to use, copy, and distribute internally such software and all associated documentation and technical materials for Perrigo's and its affiliates' internal purposes and to otherwise use, repair, modify, and sell any software incorporated in the Goods or Services in conjunction with the use, sale or any other exploitation thereof. Perrigo shall have the right to permit Perrigo's and its affiliates' distributors, agents, representatives, and other third parties to exercise Perrigo's rights under this Agreement in performance of work for or conducting business with Perrigo or its affiliates. These Terms and the license herein supersede any and all "click-wrap" or similar license terms, in hard-copy or electronic form, embedded in or included with the software. Supplier shall provide Perrigo with the latest releases, updates, and upgrades made to any software licensed hereunder at no charge as soon as they are made available to other licensees. Supplier shall inform Perrigo of the use of artificial intelligence in connection with the Goods or Services. The parties shall negotiate in good faith and enter into any additional agreements as requested by Perrigo in connection with any software or other technologies supplied hereunder.

**19. Confidential Information.** All non-public, confidential or proprietary information of Perrigo, including specifications, samples, patterns, designs, plans, drawings, documents, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, Customer or Supplier lists, pricing, discounts or rebates, disclosed or otherwise made available by Perrigo or its agents to Supplier in connection with the Agreement, whether or not marked, designated or otherwise identified as "confidential," shall be held by Supplier in strict confidence and used solely for the purpose of doing business with Perrigo pursuant to the Agreement. Upon Perrigo's request, Supplier shall promptly return all documents and other materials received from Perrigo and promptly and securely destroy any compositions, summaries or other embodiments thereof. Without limiting the foregoing, Supplier will not advertise, publish or otherwise disclose to any third party in any manner the fact that Supplier has contracted to sell Perrigo Goods or Services or use any trademarks or trade names of Perrigo in any press release, advertising or other promotional materials. Supplier's obligations under this Section shall survive any expiration or termination of the Agreement. Perrigo shall be entitled to injunctive relief for any violation of this Section. No information, including commercial, financial or technical information, disclosed or otherwise made available in any manner or at any time by Supplier to Perrigo in connection with the Agreement shall be deemed to be confidential or proprietary information, and Supplier shall have no rights against Perrigo with respect to any use or disclosure of such information.

**20. Privacy and Security.** Service Provider shall strictly comply with all applicable data protection legislation and any applicable local data protection and privacy laws and regulations, all as re-enacted, amended or extended before, on or after the start date of this Agreement, if and when processing personal data in connection

with the performance of its obligations under this Agreement. If Supplier processes on behalf of Perrigo personal data (any information that identifies or can be used to identify an individual, including, without limitation, information related to Perrigo's and its affiliates' personnel, Customers, or Suppliers, that is provided to, or obtained, used, accessed, maintained, or otherwise handled by, Supplier in connection with providing Goods or Services under this Agreement (collectively, "Personal Data"), the parties shall enter into a specific data processing agreement stating each party's responsibilities in accordance with appropriate privacy requirements. This section is in addition to, and does not relieve, remove, or replace, Service Provider's obligations under any applicable data protection legislation. Supplier will treat Personal Data as Perrigo's Confidential Information. Supplier shall maintain the appropriate security safeguards in accordance with industry best practices reasonably necessary to (a) prevent unauthorized persons from accessing, using, disclosing, or otherwise committing any act that could breach or compromise the privacy, availability, integrity, or content of Perrigo's Confidential Information, and (b) ensure that no virus or malicious code is directly or indirectly provided, delivered or transmitted to Perrigo through any Goods, Services, or any other mode. The minimum security measures required to be implemented by the Supplier include:

- a. Suppliers agrees to implement appropriate technical, administrative, physical, and organizational measures to ensure a level of security and confidentiality for the Perrigo Confidential Information and Personal Data which is no less rigorous than industry standard practices appropriate to the risk, designed to protect against any anticipated threats or hazard to the security and confidentiality, availability or integrity of the Perrigo confidential information, and designed to protect against unauthorized access, use, or alteration thereof, including as appropriate:
  - i. the pseudonymization and encryption of Personal Data;
  - ii. measures designed to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services and deliverables under the Agreement;
  - iii. the ability to restore the availability and access to Perrigo confidential information in a timely manner in the event of a physical or technical incident;
  - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing;
  - v. a process and procedures to monitor and log processing systems for unauthorized changes and other evidence the processing environment has been compromised. Supplier shall document and monitor compliance with these measures.

Technical and organizational measures are subject to technical progress and further development and Supplier may implement alternative adequate measures provided Supplier shall not decrease the overall security of the services and deliverables during the term of the Agreement. Supplier shall also adhere to any additional reasonable written instructions provided by Perrigo with respect to the collection, classification, deletion, and handling of specific Perrigo Confidential Information.

- b. Supplier agrees to notify Perrigo promptly (and in no event later than twenty-four (24) hours) after becoming aware of a Security Incident (as used herein "Security Incident" means an actual or suspected unlawful or accidental destruction, loss, alteration, unauthorized disclosure of, or access to, Perrigo's confidential information transmitted, stored or otherwise processed by you or your affiliates or agents). Supplier 's notice will be sent by email to [iso@perrigo.com](mailto:iso@perrigo.com) and to [globalprivacyoffice@perrigo.com](mailto:globalprivacyoffice@perrigo.com) and will at least:

- i. describe the nature of the Security Incident;
- ii. communicate the name and contact details of the data protection officer, IT security officer or other contact point where more information can be obtained;

- iii. describe the likely consequences of the Security Incident; and
- iv. describe the measures taken or proposed to be taken by Supplier to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects.

**21. Indemnification.** To the fullest extent permitted by applicable law, Supplier will defend, indemnify, and hold harmless Perrigo, its affiliates and each of their respective equity holders, employees, directors, officers, managers, successors, and assigns from and against all liabilities, claims, demands, losses, costs, damages, and expenses (including attorneys' and other professional fees) of any nature or kind arising out of or resulting from: (a) any nonconforming or otherwise defective Goods or Services; (b) any negligent or wrongful act or omission of Supplier or its representatives; (c) any breach or failure by Supplier or its representatives to comply with any of the terms and conditions of the Agreement; or (d) any actual or claimed infringement of patent, trademark, copyright rights, misappropriation of trade secrets, or any other claim relating to intellectual property of a third party, or any breach of confidentiality. Supplier's obligation to provide indemnification as described in this Section shall apply regardless of whether any claim arises in tort, negligence, contract, warranty, strict liability or otherwise; provided that Supplier shall not have an obligation pursuant to this Section where the obligation arises solely from Perrigo's gross negligence or willful misconduct.

**22. Warranties.** Supplier represents and warrants to Perrigo that the Goods and Services and the sale and or use thereof shall: (a) strictly conform to all final specifications, drawings, samples, and other descriptions furnished, specified, approved or otherwise adopted by Perrigo; (b) strictly comply with all applicable laws of the jurisdictions in which the Goods and Services, and the Goods and Services containing the Goods and Services, originate or are to be consumed, used, sold, or performed, including without limitation the applicable requirements of the U.S. Federal Food, Drug, and Cosmetic Act ("FFDCA"), the European Medicines Agency and, any applicable equivalent rules of any E.U. Member State; (c) be merchantable; (d) be free from any defects in design, to the extent furnished by Supplier or any of its subcontractors or Suppliers, even if the design has been approved by Perrigo; (e) be manufactured entirely of new materials and free from any defects in materials and workmanship; (f) be fit, sufficient, and suitable for the particular purpose for which the Goods or the Services are intended; (g) not and do not infringe, misappropriate, dilute or otherwise violate any patent, trademark, copyright or other intellectual property of any third party; and (h) at the time of physical delivery, be conveyed to Perrigo with good title, free of all liens, claims, and encumbrances whatsoever. Supplier further represents and warrants that all Goods shall be manufactured, processed, and packaged in conformance with all applicable current good manufacturing practices required by the FFDCA and other applicable laws and regulations, and shall not be adulterated or misbranded within the meaning of the FFDCA. In addition, with respect to the Services, Supplier represents and warrants that it is an independent contractor, that neither Supplier nor any of Supplier's employees or agents shall be considered agents or employees of Perrigo, and that the Services shall be performed in accordance with the highest standards of professional and ethical competences and integrity in Supplier's industry by individuals with the necessary knowledge, skill, expertise, and training in a diligent, workmanlike, prompt, and professional manner. The warranties provided in this Section are in addition to all other warranties available under applicable law, and all such warranties shall survive inspection, testing, audit, review, acceptance, use or incorporation of the Goods and Services by Perrigo. All nonconforming Goods and Services shall be held at Supplier's risk and sole cost. Promptly upon learning of defective or nonconforming Goods, Supplier shall develop, document and implement corrective actions designed to ensure that all Goods are produced in accordance with all applicable quality control policies and standards of Buyer and Buyer's Customer. Seller shall immediately notify Buyer in writing when it becomes aware of any raw material, component, design or defect in the Products that is nonconforming or may be or become harmful to persons or property

**23. Remedies.** The rights and remedies reserved to Perrigo herein are cumulative with and in addition to all other legal or equitable remedies available to Perrigo under the Agreement or applicable law. Without otherwise limiting such rights and remedies, Perrigo may, at its option: (a) return nonconforming Goods or Services to

Supplier, at Supplier's risk and expense, and require Supplier to immediately issue Perrigo a refund of all amounts paid or full credit against the price otherwise chargeable, or promptly repair or replace the Goods or re-perform the Services at Supplier's risk and expense; (b) retain the Goods and Services and set off losses against any amount due Supplier or its affiliates by Perrigo or its affiliates; or (c) repair or replace the Goods and Services and charge Supplier with all direct and indirect expenses arising therefrom. In addition to Perrigo's rights and remedies set out herein, for avoidance of doubt, Perrigo has all of the other rights and remedies that applicable law grants buyers. No delay by Perrigo in exercising any of Perrigo's rights or remedies shall be deemed a waiver of, or otherwise diminish or affect, such right or remedy. In any action brought by Perrigo to enforce Supplier's obligations in connection herewith, Supplier acknowledges and agrees that monetary damages are not a sufficient remedy, and Perrigo shall be entitled to specific performance and/or injunctive relief as a remedy for any breach (without the necessity of showing damages or posting bond), plus recovery of Perrigo's actual attorneys' fees and other professional fees. Without limiting the foregoing, a reasonable time for Perrigo to notify Supplier of any breach is not less than two (2) years from when Perrigo discovers the breach.

**24. PERRIGO'S LIMITED LIABILITY TO SUPPLIER.** Perrigo's sole liability under the Order (including its termination, expiration or cancellation) is to pay for the Goods or Services in accordance with these Terms and to pay the specific termination related amounts described in these Terms. **IN NO EVENT SHALL PERRIGO BE LIABLE TO SUPPLIER FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COMPENSATORY, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (AS OPPOSED TO COMPENSATORY) DAMAGES, ANTICIPATED OR LOST PROFITS OR OTHER DAMAGES DIRECTLY OR INDIRECTLY RELATED TO PROFITS, OR LIABILITIES OF ANY KIND IN CONNECTION WITH THE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.**

**25. Recalls.** Recalls shall mean any action to withdraw, recall, collect, recover or return Goods that have been delivered to Perrigo, or prevent further release, distribution, prescription or consumption of the Goods in or to, any part of the supply chain or any healthcare providers, patients or end-users, or have a Third Party take those actions, at the request of any Regulatory Authority or as a voluntary corrective or preventive action of Perrigo; this includes any action by a Regulatory Authority to seize, detain or destroy Goods. If Supplier becomes aware of any defective product or circumstances relating to the Goods that would be reasonably expected to cause Perrigo to carry out a recall of that Goods, whether received directly or indirectly, Supplier will immediately notify Perrigo. If Perrigo determines that it is necessary to recall any of the Goods, it shall notify Supplier promptly and, in any event no later than within three (3) calendar days.

- a. Prior to commencing any recall as directed by a Regulatory Authority, the parties shall review with one another any instructions or suggestions of the applicable Regulatory Authorities regarding the manner in which the recall is to be carried out. In regard to any other recall, Perrigo shall set forth the manner in which the recall shall be conducted and Supplier agrees to cooperate with Perrigo to assure that the recall is handled in as expeditious a manner as possible and in such a way as to cause the least disruption to the sales of any Goods and to preserve the goodwill and reputation associated with the Goods.
- b. At Perrigo's request in relation to any recall, Supplier will promptly provide:
  - i. any records for the Goods or other relevant information; and
  - ii. all reasonable assistance in strict compliance with Perrigo's instructions for implementing the Recall, in each case as required or useful for the intended Recall.

The parties shall cooperate in the handling and disposition of such recall, withdraw, or similar action; provided, however, in the event of a disagreement as to any matters related to such recall, withdraw, or similar action, other than the determination of who shall bear the costs, Perrigo shall have final authority over such matters. Supplier

shall bear the costs of all recalls, withdraws, or similar actions with respect to a Goods unless such recall, withdrawal, or similar action shall have been the direct result of Perrigo's breach of its obligations under this Agreement. The Regulatory License Holder such as holder of US FDA NDA (New Drug Application), ANDA (Abbreviated New Drug Application), etc., will have all responsibilities for communication with regulatory bodies, and Perrigo will have responsibilities for communicating with retail Customers to notify them of the recall. The Regulatory License Holder will also have all responsibilities regarding remediation of the recall, including final determination of corrective actions.

**26. Termination by Perrigo for Convenience.** Perrigo may terminate the Agreement or all or any part of the Order at any time and for any reason in its sole discretion by giving at least thirty (30) days' notice to Supplier. Effective upon such termination, Supplier will: (a) promptly terminate all work relating to the Order; (b) deliver to Perrigo all finished Goods reasonably held by Supplier not in excess of Perrigo's firm releases; and (c) deliver to Perrigo all work-in-process incorporating Perrigo's intellectual property and raw materials that cannot be consumed by Supplier for other Customers. In connection with such termination, Perrigo shall pay Supplier only: (i) the price for all conforming finished Goods and Services actually delivered to and accepted by Perrigo; and (ii) the reasonable cost of usable work-in-process and raw materials described in (c) above that are actually delivered to and accepted by Perrigo, in each case as determined by Perrigo in its sole discretion. Perrigo's payment obligations upon termination shall in no event exceed the amount that would have otherwise been due Supplier had no termination occurred, and are contingent in all respects on Supplier submitting a claim for such amounts, if any, within thirty (30) days of termination.

**27. Termination for Cause.** Perrigo may immediately terminate the Agreement or all or any part of the Order, without liability to Supplier and without prior notice, if Supplier: (a) breaches, threatens to breach or repudiates any of the terms and conditions of the Agreement, including any actual or threatened "stop shipments" or any other actual or threatened failure to timely deliver or perform in full; (b) fails to demonstrate progress so as to endanger timely and proper completion or delivery of Goods or completion of Services; (c) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Goods or the performance of Services or a material change in the direct or indirect ownership or control of Supplier (including control of more than twenty-five percent (25%) of Supplier's equity interests), any merger or consolidation directly or indirectly involving Supplier, or any other substantial change in Supplier's organization (each, a "Change of Control"); (d) fails to remain competitive with respect to quality, technology, delivery, Service or pricing of the Goods or Services; or (e) undergoes an event of the insolvency, bankruptcy, reorganization, receivership or liquidation, makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course, or permits a receiver to be appointed in respect of Supplier's property. Supplier may terminate the Order only for non-payment by Perrigo and then only if the amounts are material in amount and more than thirty (30) days past due and Perrigo fails to cure such nonpayment within thirty (30) days of receipt of Supplier's written notice regarding the same.

**28. Insurance.** Supplier shall obtain and maintain at its expense during the term of this Agreement and for a period of at least five (5) year after the expiration or termination, all insurance coverage required by law as well as appropriate insurance coverage to protect against any and all claims or liabilities that may arise directly or indirectly as a result of its performance under this Agreement. As applicable to the Goods and Services, this insurance shall include the following coverage written for not less than the following limits (shown in US Dollars) or as required by law, whichever is greater: (a) Statutory Workers' Compensation Insurance with statutory limits; (b) Employer's Liability Insurance with \$1,000,000 per occurrence; (c) Comprehensive General Liability Insurance with \$2,000,000 per occurrence for bodily injury (including death); \$2,000,000 per occurrence for property damage; (d) Umbrella/Excess Liability with \$5,000,000 per occurrence; (d) Products Liability Insurance with \$10,000,000 per claim for bodily injury (including death) (e) Commercial Auto/Motor Vehicle Liability Insurance with \$1,000,000 per occurrence; (f) Professional/Technology Errors and Omissions with \$10,000,000 per occurrence; and (g) Cyber Liability with \$10,000,000 in aggregate. Supplier covenants that Supplier's insurance policies

described above fully cover the Goods and Services provided hereunder. Supplier is responsible for providing any additional insurance deemed necessary to protect against claims in excess of the minimum coverage set forth above, including without limitation insurance required by any governmental agency with respect to the Goods and Services. None of the requirements contained herein as to coverage types or limits of insurance to be maintained by Supplier are intended to and shall not in any manner limit the liability of Supplier to Perrigo hereunder. Supplier shall deliver to Perrigo proof of the above insurance in the form of a Certificate of Insurance on which Perrigo is named as an additional insured with respect to General Liability Insurance, Products Liability Insurance, Umbrella/Excess Liability, and Commercial Auto/Motor Vehicle Liability Insurance. Said certificate shall provide that no less than thirty (30) days' advance written notice be given to Perrigo prior to cancellation, termination or modification of the policies. Supplier is responsible for providing Perrigo any updated or renewed Certificates of Insurance throughout the Term. The limits specified in this Section may be satisfied with a combination of primary and excess insurance coverages. Supplier will require each subcontractor appointed to perform Services or provide Goods under this Agreement to obtain and maintain the insurance coverages specified above. Any deficiency in the coverages or policy limits of such subcontractor will be the sole responsibility of Supplier.

**29. Force Majeure.** If either party is unable to perform its obligations under the Agreement as a result of an unforeseeable event or occurrence beyond the reasonable control of such party and without such party's fault or negligence that renders such party's performance impossible, then any delay or failure to perform under the Agreement that results solely and directly from such event or occurrence will be excused for only so long as such event or occurrence continues so long as the affected party gives notice of the delay to the other party as soon as practicable after the event or occurrence but in no event more than two (2) days thereafter (together with all information reasonably necessary to understand and verify the same, and an estimate of the duration thereof). Supplier shall use diligent efforts to end the delay or failure and ensure the effects of such force majeure event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the event causing such delay or failure. During any delay or failure to perform by Supplier, Perrigo may (a) purchase substitute goods and services from other available sources and reduce its order quantities for Goods and Services respectively, with Supplier reimbursing Perrigo for any additional costs to Perrigo for such substitutes or (b) have Supplier provide substitute Goods and Services from other available sources as it directs. Without limiting Supplier's other obligations under this Section, in the event of any supply allocation by Supplier in connection with a force majeure event, Supplier will give first priority to Perrigo for all Goods and Services ordered prior to and for the duration of such event until such time as Supplier is operating normally. Notwithstanding the foregoing, in the event any delay lasts more than thirty (30) days, Perrigo may terminate the Agreement or all or any part of the Order without any liability or obligation to Supplier, including any obligation to purchase, pay or reimburse Supplier for undelivered finished Goods, work-in-process or raw materials.

**30. Assignment.** Supplier may not assign or delegate the Agreement, any portion of work in connection with the Agreement, or any of Supplier's rights or obligations under the Agreement without Perrigo's prior written consent. Any attempted assignment or delegation by Supplier in contravention of this Section shall be null and void. A Change of Control shall be deemed an assignment by Supplier. The Agreement shall inure to the benefit of the parties' permitted successors and assigns.

**31. Subcontractors.** Except for goods proprietary to Supplier, no subcontracts hereunder shall be made by Supplier herein with any other entity or party for furnishing any of the completed or substantially completed Goods or Services herein contracted for, without Perrigo's prior written consent. Supplier shall be fully responsible for the acts of all subcontracts to the same extent it is responsible for the acts of Supplier's employees.

**32. Compliance with Laws and Perrigo's Policies.** Supplier represents and warrants to Perrigo that the manufacture, delivery, performance, and sale of the Goods and Services shall at all times strictly comply with all applicable laws of the country of origin, manufacture, destination, and use, or which otherwise relate to the manufacture, performance, labeling, transportation, distribution, importation, licensing, approval or certification of

the Goods and Services or Supplier's operations. Upon Perrigo's request from time to time, Supplier shall furnish Perrigo with specific declarations and certifications of legal compliance or otherwise certify in writing its compliance with any or all of the foregoing. Supplier shall comply with all applicable domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments, including, without limitation, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and any laws implementing the U.N. Convention Against Corruption and the OECD Anti-bribery Convention, each as amended. Supplier represents and warrants that neither this Order nor the Services to be performed by Supplier contravene or is in conflict with any law, judgment, decree, order or regulation of any governmental authority, and that Supplier it shall, and shall cause its employees, representatives, agents, and contractors to, comply fully with the letter and spirit of such laws as though they applied directly to their conduct. Supplier shall abide by the requirements of all laws and regulations prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Supplier shall at all times comply with Perrigo's ethical standards (or equivalent policy) and each other written or communicated policy of Perrigo applicable to Perrigo's business partners, including those made available on Perrigo's website at <https://www.perrigo.com/Supplier-website> (or any successor website thereto), as each such policy is in effect or modified from time to time.

**33. Customs, Export and Import Requirements.** Supplier is responsible for compliance with all applicable international trade control laws. Supplier shall supply, upon request and without delay, all information and documentation deemed necessary by Perrigo and/or customs authorities to comply with customs, export and import requirements of the country(s) of export and country(s) of importation of the Goods. Supplier is solely responsible for compliance of Goods with technical compliance and origin marking requirements of the applicable country(s) of importation. Improper or incomplete markings will cause all expenses and penalties (including legal fees) incurred by Perrigo to be charged back to Supplier and/or offset against other amounts owed to Supplier. When applicable, Supplier agrees to provide a valid Free Trade Agreement (FTA) Certificate (including Good name, country of origin and harmonized tariff system number), or, in the alternative, a statement that the Goods do not qualify for a given FTA. Additionally, to the extent any Goods are to be imported into the U.S., Supplier shall, upon Perrigo's request, comply with all applicable requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism initiative (or any successor thereof). In the case of imported Goods, and if applicable, Supplier agrees to provide a Certificate of Delivery. Supplier hereby transfers to Perrigo all transferable customs duty and import tax drawback or refund rights, if any, relating to the Goods (including rights developed by substitution and rights which may be acquired from Supplier's Suppliers). Supplier shall inform Perrigo of the existence of any such drawback or refund rights and, upon Perrigo's request, shall supply Perrigo with such documents and information as may be required to obtain such drawbacks or refunds.

**34. Governing Law; Jurisdiction.** In the event the Perrigo entity on the face of the Order is located in the European Economic Area, Switzerland, or the United Kingdom, the validity, interpretation, and enforcement of the Agreement shall be governed by the law of Ireland, and in all other cases the validity, interpretation, and enforcement of the Agreement shall be governed by the law of the State of Michigan, in each case without regard to conflicts of law provisions. The U.N. Convention on Contracts for the International Sale of Goods is excluded and shall not apply to the Agreement, these Terms or any Order. The parties agree that any disputes or proceedings brought in connection this Agreement shall exclusively be brought in a court of competent jurisdiction located in, or whose jurisdiction includes: (a) Dublin, Ireland where the Perrigo entity on the face of the Order is located in the European Economic Area, Switzerland, or the United Kingdom; or (b) Kent County Michigan or the United States District Court Western District of Michigan in all other cases. The language of all proceedings shall be English. The parties agree that any dispute shall be referred to non-binding mediation before any proceedings are issued, which shall not limit a party's recourse for equitable relief from the Courts.

**35. Dispute Resolution.** The parties agree that they will make good-faith efforts to resolve any dispute arising out of or relating to this Agreement, including its formation and validity, through direct discussions. If such

discussions are unsuccessful, the parties agree to attempt to settle the dispute (or remainder of the dispute) in good faith by means of mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. The foregoing shall in no event apply to claims for injunctive relief pursuant to Section 19 (Confidential Information).

**36. Notices.** Any notice, communication or statement required or permitted to be given under the Agreement shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, and with a copy by email (with delivery receipt requested) to [DublinLegalNotices@perrigo.com](mailto:DublinLegalNotices@perrigo.com), addressed to the address of the party specified on the face of the Order. A copy of any notice to Perrigo shall also be delivered to Senior Legal Counsel, Perrigo, The Sharp Building, 10-12 Hogan Place, Dublin 2, Ireland and Perrigo Company, 515 Eastern Ave., Allegan, MI 49010, Attention: General Counsel. The parties hereby waive any objection based on inconvenient forum.

**37. General.** The Agreement contains the entire understanding of the parties relating to the subject matter thereof. The Agreement may only be amended or modified in writing signed by an authorized representative of each party. Perrigo and Supplier are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party. Perrigo's waiver of any breach by Supplier shall not be construed as a waiver of any other breach, and no waiver shall be effective unless it is in writing. The failure of Perrigo to require performance under any provision of the Agreement shall in no way affect Perrigo's right to require full performance at any subsequent time. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law or public policy or otherwise invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties shall substitute the invalid provision with a valid provision that, as closely as possible, achieves the same business purpose as the invalid provision. Supplier shall pay Perrigo's reasonable attorneys' fees, costs, and expenses incurred in enforcing any provision of the Agreement. These Terms shall survive and continue in full force and effect following the expiration or termination of the Agreement.

**38. Tax Matters.** All Suppliers shall issue a proper tax invoice in accordance with the relevant legislation in the applicable tax jurisdiction, before Perrigo shall be required to make payment for Goods supplied in accordance with the Order.

- a. Supplier shall only collect, and remit to the applicable taxing jurisdiction, as required under applicable law, any VAT and or sales, use, or other such taxes with respect to Goods or Services provided to Perrigo, with such applicable taxes separately stated on its invoice.
- b. The parties agree to make commercially reasonable efforts to cooperate to eliminate or reduce any taxes that may be imposed on such purchase of Goods or Services and to provide any statements, forms or other documents reasonably requested to effectuate such elimination or reduction of withholding tax.
- c. Under no circumstances shall Perrigo bear the cost of any tax imposed on the Supplier or the supply of Goods or Services.
- d. For purposes of these Terms and Conditions of Purchase, the term "Tax" shall include, but is not limited to any and all assessments and other governmental charges, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use, value added, ad valorem, consumption, transfer, franchise and withholding taxes, together with all interest, penalties and additions imposed with respect to such amounts.

**39. Country Specific Provisions.** Notwithstanding the other terms of the Agreement, if the Order is with a Perrigo entity domiciled in one of the following locations, the terms set forth for such country or jurisdiction apply:

- a. **United Kingdom (UK) Specifics.** If the Order is with a Perrigo entity that is domiciled in the United

Kingdom, Section 6 shall be revised to include all Suppliers who are registered for value added tax are required to issue a proper tax invoice in accordance with the relevant legislation before the Company shall be required to make payment for Goods supplied in accordance with the Order.

- b. **European Economic Area.** The parties recognize and understand the potential application of the TUPE regulations to the Services provided by the Supplier including any potential liabilities and obligations resulting from those regulations. For the avoidance of doubt, “TUPE (regulations)” shall refer to the "Transfers of Undertakings Directive 2001/23/EC” or any similar national laws applicable in the local country. Supplier shall fully comply with the requirements of the TUPE regulations. Supplier shall agree to indemnify, defend and hold harmless Perrigo, without limit in time from any TUPE-related claims, costs and liabilities which may arise as a result of the Services provided by Supplier to Perrigo.
- c. **United States (US) Specifics - US Vendors Only.** Perrigo is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the required United States (US) Specifics - US Vendors Only. Our organization is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60-741.5 require that covered prime contractors and subcontractors ensure non-discrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected Veteran status. ents of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60-741.5 require that covered prime contractors and subcontractors ensure non-discrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected Veteran status.