

## GSK PURCHASE ORDER TERMS AND CONDITIONS (UNITED STATES)

1. **Definitions.** The term "GSK" shall refer to GlaxoSmithKline LLC, a Delaware limited liability company. The term "Supplier" shall refer to the vendor designated on the face hereof and shall also include its employees, subcontractors, independent contractors and all other persons performing any type of work under this Purchase Order, including these Terms and Conditions ("PO"). The term "good(s)" shall refer to the materials, supplies, items and equipment covered by this PO and any pre-existing master agreement between GSK and the Supplier. The term "services" shall refer to the work and/or services covered by this PO and any pre-existing master agreement between GSK and the Supplier.
2. **Acceptance.** This PO must be accepted in writing by Supplier. If Supplier fails to accept in writing, any conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an acceptance by Supplier of this PO. Any terms proposed in Supplier's acceptance of GSK's offer that add to, vary from, or conflict with these Terms and Conditions are hereby objected to and shall not apply. If this PO has been issued by GSK in response to an offer, and if any of these Terms and Conditions are additional to or different from any terms of such offer, then the issuance of this PO by GSK shall constitute an acceptance of such offer subject to the express condition that Supplier assent to these additional and different Terms and Conditions, and Supplier shall be deemed to have so assented unless Supplier notifies GSK to the contrary in writing within ten (10) days of receipt of this PO. Any "click-wrap", "shrink-wrap" or other preprinted terms and conditions provided by Supplier shall be void and of no effect.
3. **Entire Agreement.** This PO, together with the terms contained herein and on the face as well as any specifications, exhibits or amendments that may be referred to or attached hereto, sets forth the complete and final agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications relating thereto. If this PO is used as a release for goods or services under a pre-existing master agreement, then the Terms and Conditions of this PO shall supplement the provisions of such master agreement to the extent they are not inconsistent. In the event of any inconsistency between the terms of any pre-existing master agreement, the terms on the face of this PO or these pre-printed Terms and Conditions, the following shall be the order of precedence: (i) the terms of the master agreement, (ii) the terms on the face of the PO, and (iii) these pre-printed Terms and Conditions. Any reference to a proposal, quotation or other communication by Supplier shall, unless indicated to the contrary, be limited to the description of the goods or services and by the terms set forth or incorporated by reference herein. The failure of GSK to insist on performance of any provision hereof shall not be construed to be a waiver of such provision or any part thereof.
4. **Prices.** The price(s) set forth on the face of this PO are firm, and are not subject to increase.
5. **Taxes.** The prices for the goods or services provided hereunder include all Federal, state and local taxes imposed upon or on account of such sale, unless otherwise indicated on the face of this PO.
6. **Invoices.** All invoices shall be submitted in duplicate and be accompanied by a copy of the bill of lading if on collect freight shipments or if otherwise required by law, and by a prepaid freight bill if all or any part of the freight is included on the face of the invoice. In addition to any other information specified elsewhere herein, invoices and packing slips shall contain the following information: PO number, item number, description of goods and services, sizes, quantities, weight, unit prices and extended totals.
7. **Payment.** GSK shall make payment for goods and services within sixty (60) days after receipt of invoice and delivery and acceptance of the goods or complete performance of the services, unless different terms have been stated on the face of this PO. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, damage to GSK for which Supplier is partially or wholly responsible, or other failure of Supplier to meet the requirements of the PO.
8. **Delivery.** Time is of the essence and the goods must be received or services performed on the dates and at the destination(s) set forth on the face hereof. If Supplier fails to meet any such delivery date, GSK may, without limiting its other rights and remedies, direct expedited routing, charge excess costs incurred thereby to Supplier, or cancel all or part of this PO. All rejected or over-run goods and material with GSK's printing or identification must be destroyed by Supplier at Supplier's expense and not sold as surplus.
9. **Freight; Title and Risk of Loss.** Unless otherwise specifically provided for herein, Supplier shall be responsible for freight and delivery to the destination specified on the face of this PO. All freight and delivery charges will be paid by Supplier. Notwithstanding anything else herein, Supplier shall bear all risks of loss and damage to the goods until final acceptance by GSK at GSK's "ship to" destination specified on the face of this PO. Further, Supplier shall bear the same risks with respect to any goods rejected by GSK or as to which GSK has revoked its acceptance, from the time of such rejection or revocation.
10. **Inspection.**
  - (a) Notwithstanding any prior inspections or payments hereunder, all goods and services shall be subject to final inspection, which may include measurement, testing or examination, and acceptance at GSK's facility within a reasonable time (but not less than 90 days) after receipt at destination. Any inspection by GSK does not relieve Supplier of any obligations or liabilities under this PO.
  - (b) If any goods or services delivered do not meet all of the requirements of this PO, GSK shall have the right to reject such goods or services and return such goods at Supplier's expense. GSK may elect to reject the entire goods or services tendered even if only a portion thereof is nonconforming. If GSK elects to accept nonconforming goods or services, GSK, in addition to its other remedies, shall be entitled to an appropriate reduction in price. Payment for any goods or services shall not be deemed an acceptance thereof.
11. **Warranty.**
  - (a) Supplier warrants that all goods and services furnished hereunder shall: (i) be free from latent and patent defects in workmanship, material, manufacture, and design (where design is Supplier's responsibility); (ii) comply with the requirements of this PO, including all drawings and specifications incorporated herein and samples and warranties furnished by Supplier; (iii) be merchantable and safe for consumer use, and fit and sufficient for the use intended by

- GSK; (iv) be free and clear of any lien, security interest or other adverse claim against title; (v) comply with the laws of the states and of the United States governing weights, measures and sizes; (vi) not be adulterated or misbranded within the meaning of any State food and drug laws or the Federal Food, Drug and Cosmetic Act, or not be an article which may not under the provisions of section 404 or 505 of the Federal Act or any other applicable Federal, State or local laws, be sold, legally transported or introduced into interstate commerce; and (vii) not infringe, including without limitation their sale or use alone or in combination, any United States or foreign patents, trademarks, trade secrets, copyrights or proprietary rights of any third party.
- (c) Supplier further warrants that any Goods comprising computer hardware or software, and supplied by Supplier to GSK (the “**Products**”); (i) are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorized access or allow the Products to be disabled, have content erased, or otherwise be harmed (collectively, “**Contaminants**”), have been duly tested to ensure that there are no such Contaminants, and are subject to recognized and appropriate release procedures including the latest version of a proprietary virus detection software package approved by GSK, and Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents; (ii) have been obtained from a reputable and reliable software developer and not through any interest group or multi-organizational software sharing scheme, and do not include any open source, freeware or shareware; (iii) will comply and function substantially in accordance with any related user documentation; and (iv) are capable of being used normally such that neither the performance nor the functionality of the Products will be adversely affected by any changes caused by the advent of the a particular calendar date.
- (c) The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by GSK.
- (d) Supplier’s warranties shall be effective for the period of time either (i) set forth on the face of this PO, or (ii) one (1) year from the date of GSK’s final acceptance, whichever is greater.
- (e) These warranties shall run to GSK’s customers and users of its products.
- (f) If any goods or services furnished hereunder do not meet the warranties specified in this PO, GSK may, at its option: (i) require Supplier to correct, at no cost to GSK, any defective or nonconforming goods or services by repair or replacement within seven (7) days of notice to Supplier; or (ii) return such defective or nonconforming goods at Supplier’s expense to Supplier and recover from Supplier the price thereof; (iii) correct the defective or nonconforming goods or services itself and charge Supplier with the cost of such correction; or (iv) accept the defective or nonconforming goods or services at a reduced price.
12. **Changes.** GSK reserves the right at any time to change this PO in writing, and if such change causes an increase or decrease in price or delivery of goods or services, an equitable written adjustment shall be made.
13. **Confidentiality.** In its performance of this PO, GSK may disclose to Supplier or Supplier may have access to certain Proprietary Information of GSK. “**Proprietary Information**” means trade secrets (as defined by applicable laws), any data, reports, computer programs or models and related documentation, business or research plans, specifications, drawings, designs or information transmitted by GSK to Supplier in connection with this PO, and any other information that is of value to its owner and is treated as confidential, including without limitation, the fact that Supplier has furnished or contracted to furnish to GSK the goods or services covered by this PO. All Proprietary Information of GSK shall remain the property of GSK. Supplier shall keep all Proprietary Information of GSK confidential and use such information only as necessary to fulfill Supplier’s obligations pursuant to this PO. All originals, copies, summaries and derivations of Proprietary Information in whatever form shall be returned to GSK upon GSK’s request.
14. **Intellectual Property.**
- (a) **Ownership.** Supplier agrees that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Supplier in performance of services hereunder, including all worldwide rights therein under any patent, copyright, trade secret, confidential information, or any other intellectual property right (collectively “**Work Product**”), are the sole property of GSK. Supplier assigns to GSK all right, title and interest in and to all such Work Product, and shall perform such further acts needed to transfer, perfect, and defend GSK’s ownership of the Work Product. Supplier shall require its subcontractors to execute written assignments of Work Product to effect such assignment.
- (b) **License.** To the extent that Supplier or third parties retain ownership rights in materials delivered with the goods, or upon which the Work Product is based, Supplier hereby grants to GSK an irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. Supplier hereby warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this Intellectual Property section.
15. **Liens.** If the goods or services are of such a nature that Supplier would be entitled to file a lien against GSK’s real or personal property, Supplier shall submit a Release and Waiver of Lien and all applicable subcontractor’s and materialman’s Release and Waivers of Lien in a form acceptable to GSK prior to final payment by GSK.
16. **Work on GSK’s Premises; Occupational Health Services.** If the services are to be performed on GSK’s premises, Supplier shall comply with all applicable safety laws and GSK’s then current safety and other applicable regulations. Supplier shall provide GSK with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods or used in the performance of the services hereunder and a copy of the Material Safety Data Sheet for such chemicals and hazardous materials. The submission of such list by Supplier shall not relieve Supplier of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by GSK. All chemicals and hazardous materials brought by Supplier to GSK’s premises shall bear a label stating the identity of the chemical or material and the hazards associated therewith.
17. **Indemnity; Insurance.**
- (a) Supplier shall defend, indemnify and hold GSK, its affiliated companies, and their respective shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys’ fees, expenses, judgments or damages, whether ordinary,

special or consequential arising directly or indirectly from or in connection with (i) the acts, negligence, omissions or willful misconduct of Supplier; (ii) goods or services supplied hereunder; (iii) a breach of any of Supplier's warranties or any other term and condition of this PO; (iv) Supplier's negligent, unauthorized or wrongful acts or omissions with regard to the transportation, use, handling, disposal, processing or installation of hazardous materials; (v) a claim that any goods or services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; or (vi) a claim of any lien, security interest or other encumbrance made by a third party; or (vii) a violation of federal or state law, regulation, statute or ordinance; or (viii) failure to comply with the Confidentiality obligations set forth herein.

(b) Without limiting GSK's rights and remedies hereunder, if GSK believes that the goods or services supplied hereunder are likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, GSK may require Supplier to (i) replace such goods or services with equivalent functionality or (ii) modify such goods or services with equivalent functionality to make them non-infringing.

(c) Supplier shall carry and maintain insurance coverage satisfactory to GSK to cover its obligations in this PO, including without limitation, the following insurance with the respective minimum limits per occurrence: Commercial General Liability - \$1,000,000, Workers' Compensation - statutory, Business Automobile Liability - \$1,000,000 and Product Liability Coverages - \$1,000,000. Upon request, Supplier shall submit to GSK certificates of insurance showing proof of such coverages. All such policies shall name GSK as an additional insured.

**18. Ethical Standards and Human Rights.**

18.1 Unless otherwise required or prohibited by law, the Supplier warrants, to the best of its knowledge and belief, that in relation to its performance of this PO:

(a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

(b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

(c) it provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;

(d) it does not discriminate against any employees on any ground (including race, religion, disability or gender);

(e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

(f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;

(g) it complies with the laws on working hours and employment rights in the countries in which it operates;

(h) it is respectful of its employees right to join and form independent trade unions and freedom of association; and

(i) it complies with the GSK Anti-Bribery and Corruption Requirements set out in **Annex A**.

18.2 The Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by the Supplier when performing its obligations under this PO.

18.3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, the Supplier shall report the alleged complaint and proposed remedy to GSK.

18.4 GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon the Supplier's premises to monitor compliance with the provisions of this Clause 18, and the Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.

**19. Termination.**

(a) GSK may, at any time, terminate this PO, in whole or in part, without cause, upon written notice to Supplier. Upon any such termination Supplier shall, to the extent specified by GSK, stop all work on this PO, and cause its suppliers and subcontractors to stop work. Charges for any such termination of this PO shall be limited to actual non-recoverable costs incurred by Supplier that Supplier can demonstrate were properly incurred prior to the date of termination. In no event will GSK reimburse Supplier for goods, inventory or services in excess of those required to meet GSK's delivery schedule for binding forecasts. In no event shall such reimbursement include anticipated profits or revenue or other economic loss for undelivered goods or unperformed services.

(b) GSK may terminate this PO, in whole or in part, if Supplier: (i) fails to make delivery of the goods or perform the services within the time specified herein; or (ii) fails to replace or correct defective goods or services in accordance with the provisions of this PO; or (iii) fails to perform any other provision of this PO or so fails to make progress as to endanger performance in accordance with its terms; or (iv) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors.

(c) Any such termination shall not relieve Supplier from any liability hereunder.

**20. Remedies.** GSK's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.

21. **GSK Property.** All drawings, artwork, data, material, supplies, equipment, tooling, dies, molds, fixtures, and patterns furnished or paid for by GSK, or which have had their cost amortized shall be GSK's exclusive property, and shall be used by Supplier only in performance of this PO. Such property, while in Supplier's custody and control, shall be held at Supplier's sole risk and, upon GSK's request, shall be returned to GSK in good condition, normal wear and tear excepted.
22. **Assignability and Subcontracting.** This PO shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, neither this PO nor any interest therein shall be assigned, delegated or otherwise transferred by the Supplier except upon the prior written consent of GSK, and any assignment or transfer without such consent shall be void and of no effect. Supplier shall not appoint any subcontractor or non-employee to carry out its obligations under this PO without the prior written consent of GSK. In any event, even with GSK consent, Supplier shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of this PO. GSK may assign its rights or obligations under this PO to any GSK affiliate or successor without Supplier's consent.
23. **Survivorship.** All provisions, representations and warranties contained herein which by their nature are required or intended to be observed or performed after termination of this PO will survive its termination.
24. **Release of Information.** Supplier shall not release any statement, advertisement, information, or publicity referring to GSK, or any GSK affiliate, or use of the word "Glaxo", "SmithKline", "Beecham" or "GlaxoSmithKline" without GSK's prior written approval.
25. **Limitation of GSK's Liability.** IN NO EVENT SHALL GSK BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF GSK AS TO THE GOODS DELIVERED OR SERVICES PERFORMED HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
26. **Compliance with Laws.** Supplier warrants that all goods and services will be produced or performed in compliance with all applicable federal, state and local laws, rules and regulations, including without limitation:
  - (a) the Environmental Protection Agency Toxic Substances Control Act's reporting regulation and any and all pre-manufacturing reporting required with regard to the goods, or any of the goods' constituent ingredients, covered by this PO;
  - (b) the Department of Transportation Hazardous Materials Regulations in shipping the goods covered by this PO.
  - (c) the Occupational Safety and Health Act of 1970.
  - (d) the Resource Conservation and Recovery Act, and the Immigration Reform and Control Act of 1986 ("IRCA") and the IRCA's implementing regulations as they pertain to any and all employees employed by Supplier in connection with performance hereunder.
27. **Applicable Law.** THIS PO SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CHOICE OF LAW OF SUCH STATE.
28. **Government Contractor.** GSK is a Contractor to the U.S. Government and is required to flow down to its subcontractors certain regulatory provisions, including, but not limited to, the following which is hereby incorporated by reference and made part of this PO as if fully set forth herein (i) the provisions of the Equal Opportunity clause set forth in 41 CFR 60-4(a) pursuant to the requirements of Executive Order 11246; (ii) applicable contractual requirements of the Rehabilitation Act of 1973 as set forth in 41 CFR 60-741.1; (iii) applicable contractual requirements of the Vietnam Era Veteran Readjustment Assistance Act of 1974 as set forth in 41 CFR 60-250.4; (iv) applicable contractual provision of Public Law 95-507 concerning the Utilization of Small Business Concerns; and (v) any law, order, or regulatory provision issued in addition, supplement or replacement of the foregoing concerning federal contractors. Supplier also agrees to comply with all applicable federal, state, or local statutes, ordinances, and regulations relating to non-discrimination in employment.
29. **Independent Contractor.** Supplier shall perform this Agreement as an independent contractor, and Supplier is not an employee, agent, partner or representative of GSK. Supplier shall conduct its business under its own name as an independent contractor, and is hereby expressly prohibited from holding itself out as an employee, agent, partner or representative of GSK. It is agreed that any person employed by Supplier to perform hereunder shall not be deemed to be an employee of GSK, and Supplier and Supplier's employees, suppliers, subcontractors, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of GSK and shall not bind, or attempt to bind, GSK to any agreement, liability or obligation of any nature. Supplier agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities, and all similar provisions now or hereafter imposed by any Federal or state governmental authority, which are imposed with respect to or measured by wages, salaries, or other compensation paid by Supplier to persons employed by Supplier; and Supplier further agrees to indemnify and save GSK harmless against any and all such liability or claims thereof.
30. **Debarment Clause.** Supplier certifies that Supplier and its principals, are not debarred, suspended or proposed for debarment by the Federal Government. Debarment suspension or proposed debarment by the Federal Government will constitute grounds for automatic termination of this PO by GSK.
31. **Force Majeure.** GSK shall have the right to suspend any shipment from Supplier hereunder without penalty or liability to GSK in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of governmental authority, or other causes beyond GSK's control. GSK shall not be liable to Supplier for its failure to accept delivery of goods or services purchased hereunder if such failure arises from such above-mentioned causes.
32. **Severability.** In the event that any provision of this PO is declared invalid by a proper tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.

## ANNEX A

### GSK ANTI BRIBERY AND CORRUPTION REQUIREMENTS

The GSK Anti-Bribery and Corruption Policy (POL-GSK-007) requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. POL-GSK-007 requires all GSK employees and any third party acting for or on behalf of GSK to ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

It is a material term of this PO that Supplier shall comply with the following:

1. Supplier shall comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Supplier conducts business with GSK.
2. Supplier agrees that it has not, and covenants and that it will not, in connection with the performance of this PO, directly or indirectly, promise, authorise, ratify or offer to make or make any "payments" of "anything of value" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the Supplier or GSK in obtaining or retaining business.
3. Supplier agrees that it has not, and covenants and that it will not, in connection with the performance of this PO, directly or indirectly, promise, authorise, ratify or offer to make or make any "facilitating payments" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section).

### GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of POL-GSK-007.

**Anything of Value:** this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

**Facilitating Payments:** otherwise known as "greasing payments" shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

**Government Official** shall mean: (i) Any officer or employee of a government or any department, agency or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

**Payments:** this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value.