

CONDITIONS OF PURCHASE (GOODS AND SERVICES)

1. DEFINITIONS

"Formal Contract" means a long form umbrella contract entered into between the Supplier and the Purchaser for the supply of Goods and / or Services described in the Order

"Goods" means the goods described in the Order and includes any goods supplied to the Purchaser in connection with the supply of Services to the Purchaser by the Supplier

"GST" means Goods and Services Tax charged in accordance with the Goods and Services Tax Act 2014 (Act 762) on the supply of goods or services

"Invoice" where it relates to a supply on which GST is chargeable, means a Tax Invoice issued in accordance with s33 of the Goods and Services Tax Act 2014 (Act 762)

"Order" means an order for the supply of Goods or Services placed by the Purchaser with the Supplier specified overleaf as Purchase Order

"Price" means the amount payable for the Goods and / or Services as specified in the Order

"Purchaser" means the company indicated on the face of Order

"Restricted Information" means any information which is disclosed by the Purchaser to the Supplier in connection with the Order whether orally or in writing and whether or not such information is expressly stated to be or marked as confidential and includes all details relating to the Order

"Services" means the services described In the Order and all work done by or on behalf of the Supplier for the Purchaser

"Supplier" means the person, firm or company to whom the Order is addressed by the Purchaser and includes any sub-contractor of the Supplier duly approved by the Purchaser by prior written consent.

2. CONDITIONS

2.1 In consideration of payment of the Price by Purchaser to the Supplier, the Supplier shall supply to Purchaser the Goods and/or Services in accordance with the terms and conditions of this Order. Subject to clause 2.3, this Order constitutes the entire agreement between the parties and supersedes all previous negotiations and communications.

2.2 This Purchase Order may only be varied or amended in writing by a duly authorised employee of the Purchaser

2.3 Where the parties have entered into a Formal Contract in respect to the provision of the Goods and/or Services, the terms and conditions of the Formal Contract shall prevail over any inconsistent terms and conditions of this Order.

3. GOODS SUPPLIED

The Goods to be supplied to the Purchaser by the Supplier shall be of the description and quality specified in the Order, of merchantable quality, capable of any specified standard of performance and fit for the purpose for which they are supplied, conform to any specifications agreed by the Purchaser and Supplier and any samples provided to and approved by the Purchaser, be supplied in the quantity stated in the Order and comply with all applicable statutes, rules, orders, directives and regulations.

4. SERVICES SUPPLIED

The Services (together with any equipment and the use of such equipment) to be supplied to the Purchaser shall be performed efficiently, safely and competently and in conformity with any applicable industry code of practice by suitably qualified and experienced personnel, be of the quality reasonably expected by the Purchaser and comply with any requirements specified by the Purchaser and comply with all applicable statutes, rules, orders, directives and regulations.

5. INSPECTION AND TESTING

5.1 The Supplier shall supply the Purchaser with such schedules of manufacture and delivery of Goods and performance of Services as the Purchaser may reasonably require from time to time.

5.2 The Purchaser shall be granted access to the Supplier's works at all reasonable times and shall be entitled to inspect all Goods (during the course of manufacture and testing, and on completion) and equipment used in the provision of Services.

5.3 Any inspection, checking or approval of Goods, the Suppliers works or equipment or factory used in the provision of Services by or on behalf of the Purchaser shall not relieve the Supplier of any obligation under these conditions or constitute acceptance of the Goods by the Purchaser.

6. DELIVERY AND PERFORMANCE

6.1 Unless otherwise agreed, Goods and Services shall be delivered or performed (as the case may be) at the place and time specified in the Order and Goods shall be delivered according to both manufacturing date order and batch number order.

6.2 Time shall be of the essence of these Conditions.

7. PAYMENT

7.1 Subject always to the Supplier's full compliance with all the Conditions of this Order, payment for the Goods and Services shall be as stated in the Order within 90 days from receipt of original invoice at 'Recall Corporation Sdn Bhd, P 0 Box 7218, Pejabat Pos GPO Shah Alam, 40706 Selangor Darul Ehsan, Malaysia'. A duplicate invoice shall be sent to Purchaser's designated contact person. The correct GSK Purchaser entity name, GSK Purchaser entity's address, Order number, date of delivery of Goods/Services and Supplier's contact person's name must be stated on all invoices.

7.2 All amounts payable under or in connection with this Order are exclusive of GOT. If the amounts payable under or in connection with this Order relate to a supply on which GST is chargeable, the Purchaser of that supply shall pay to the Supplier (in addition to any other amounts payable under this Order) an amount equal to any GST so chargeable for which the Supplier is liable to account subject to the production of a valid invoice. The Supplier shall, upon the Purchaser's written request, produce to the Purchaser's satisfaction valid documentation that the Supplier is a registered person under the Goods and Services Tax Act 2014 (Act 762).

7.3 The Purchaser shall be entitled to deduct normal trade discount on the price of the Goods and Services in accordance with standard trade practice or as agreed.

7.4 The Purchaser reserves the right to set-off any sums owned to it, or to any company in the GlaxoSmithKline group of companies, by the Supplier in respect of which the Supplier is at default against the price of the Goods and Services.

8. LABELING AND PACKAGING

The Goods shall be labeled and packed as specified In the Order, in accordance with any agreed specifications and any applicable statues, rules, directives and regulations, and in such a manner as to reach the place of delivery undamaged and in good condition.

9. ACCEPTANCE OF GOODS

9.1 Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods which are in Purchaser's judgment defective or non-conforming. Goods rejected and goods supplied in excess of quantities ordered herein may be returned to Supplier at its expense and, in addition to Purchaser's other rights, Purchaser may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event Purchaser receives Goods which defects or non-conformities are not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this Order shall relieve in any way the Supplier from the obligations of testing, inspection and / or quality control.

9.2 Title to the Goods shall pass to the Purchaser on delivery but without prejudice to the Purchaser's right of rejection.

10. LIABILITY

10.1 The Supplier shall indemnify the Purchaser against any action, claim, loss, damage, cost or liability (including legal costs and expenses on a full indemnity basis) arising from or in connection with any breach of these Conditions or caused or contributed to by the negligence, acts or omissions of the Supplier, its employees, agents and / or subcontractors.

10.2 The Supplier shall not exclude or limit its liability under these Conditions in any way whatsoever.

10.3 Without prejudice to any other right the Purchaser may have against the Supplier, the Supplier shall promptly repair or replace all Goods which are or become defective during proper usage due to faulty design or manufacture, incorrect instructions as to use, any breach of these Conditions or any breach of any warranty, express or implied, given by the Supplier.

10.4 The Supplier shall maintain insurance cover adequate to cover the risks and liabilities specified in these Conditions.

11. INTELLECTUAL PROPERTY

11.1 The Supplier warrants that neither the Goods and Services nor their supply to or use by the Purchaser infringe any patent, trade mark, trade name, registered design or copyright or other intellectual property rights of any third party.

11.2 Supplier acknowledges that all titles and interests to all intellectual property rights of whatever nature in any pictures, artwork, designs, devices, representations or other things created by Supplier in connection with an Order, shall exclusively and unconditionally belong to Purchaser. Supplier shall, whether formally demanded or not, take such other steps as necessary to secure and protect such rights for the benefit of Purchaser.

12. CONFIDENTIALITY

12.1 The Supplier shall at all times keep all Restricted Information confidential and not disclose any Restricted Information to any person unless such Restricted Information is or becomes public knowledge through no fault of the Supplier or it can be shown to the reasonable satisfaction of the Purchaser that such Restricted Information was known to the Supplier before it was disclosed by the Purchaser.

12.2 Any specification, design, drawing, pattern, artwork, tool or mould supplied by the Purchaser for the purpose of or in connection with this Order shall remain the property of the Purchaser and the Supplier shall be responsible for its safe custody and return to the Purchaser.

13. FORCE MAJEURE

Performance by the Purchaser of its obligations in connection with the supply of Goods or Services may be suspended in the event of interference with such performance due to any matter outside the Purchaser's reasonable control. An event of interference shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Purchaser, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and / or labour strikes. Such suspension shall be without prejudice to the Purchaser's right to cancel all or part of the Order where such interference continues for seven days or more.

14. HAZARDS

The Supplier shall inform the Purchaser of all hazards and regulatory requirements associated with the use, handling, storage, labeling and transport of the Goods and the Supplier will ensure that the Goods are properly and prominently marked with the appropriate internationally recognised hazard symbols and that prominent hazard warnings appear on all Goods and associated documents.

15. ON'SITE WORKING

The Supplier, its employees, agents and / or sub-contractors shall abide by the Purchasers applicable site and safety rules when working on the Purchasers site.

16. SUB-CONTRACTING AND ASSIGNMENT

The Supplier shall not sub-contract or assign its obligations under these Conditions without the prior written consent of the Purchaser. Any sub-contracting or assignment does not relieve the Supplier of its obligations under these Conditions.

17. COMMUNICATIONS

Any communications required to be served by a party in connection with these Conditions shall be sent by ordinary mail (except in cases of emergency when facsimile transmission or registered mail must be used) to the registered office of the other party or any other address communicated in writing by one party to the other for this purpose.

18. WAIVER

No exercise or failure to exercise any right shall constitute a waiver of any other right under these Conditions.

19. TERMINATION

19.1 Purchaser reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge, consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's or subcontractors.

19.2 Purchaser may also terminate this Order or any part hereof for cause in the event of any default by the Supplier or if the Supplier fails to comply with any of the terms and conditions of this Order. Late deliveries, deliveries of products which are defective or which do not conform to this Order, failure to perform the Services at the time and place specified in the Order and / or failure to provide Purchaser, upon request, of reasonable assurances of future performance shall all be causes allowing Purchaser to terminate this order for cause. In the event of such termination, Purchaser shall not be liable to Supplier for any amount, and Supplier shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

20. GOVERNING LAW

These conditions shall be governed by the laws of Malaysia and the purchaser and supplier agrees to be subjected to the exclusive jurisdiction of the courts in Malaysia

21. ANTI-BRIBERY AND CORRUPTION

21.1 The Supplier acknowledges receipt of the 'Prevention of Corruption-The supplier Guidelines' and agrees to its obligation under the agreement in accordance with the principles set out therein.

21.2 The Supplier shall comply fully at all time 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 the Purchaser.

21.3 The Purchaser shall be entitled to terminate this Agreement immediately on written notice to the Supplier. If the Supplier falls to perform its obligations in accordance with this Clause 21, the Supplier shall have no claim against the Purchaser for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 21. To the extent (and only to the extent) that the laws of Malaysia provide for any such compensation to be paid to the Supplier upon the termination of this Agreement, the Supplier hereby expressly agrees to waive (to the extent possible under the laws of Malaysia) or to repay to the Purchaser any such compensation or indemnity

22. DATA PRIVACY

Supplier shall ensure compliance with any applicable data privacy laws and warrants that in relation to any disclosure of personal data to Purchaser, the data subjects have agreed and consented to the disclosure to and use of such data by the Purchaser.

23. LIMITATION ON PURCHASER'S LIABILITY

In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages suffered by and / or caused to the Supplier. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Order or from the performance or breach thereof shall in no case exceed the price allocable to the Goods or Services or unit thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any description.