

CONDITIONS OF PURCHASE:

1. The following conditions will apply to all purchases:

1.1 Each delivery docket/packing list must have a purchase order number on it. Viatrix (Rottapharm) part number, description and quantity breakdown (no. of packs x pack size) supplier lot/batch numbers(s).

1.2 The invoice, packing list and shipping documents must be mailed to us on the day of dispatch.

1.3 The invoice must contain the following information:

- a) Order number
- b) Quantity of goods or net weight
- c) Tare weight of containers
- d) Exact description of goods, stating the tariff number in the Brussels -Nomenclature
- e) Method of transport, name of vessel and carriers
- f) Supplier lot/batch number(s)
- g) Price per unit, total price, currency

1.4 The goods supplied must be of the quality specified and are subject to inspection at our premises. Rejected goods will be disposed of unless collected within 7 days of rejection notification.

1.5 The goods supplied will be fit and suitable for the purpose intended by us, of merchantable quality of good material and free from defect.

1.6 The goods covered by this order will be accepted only at the price and terms specified. The price must include all duties unless otherwise specified.

1.7 We reserve the right to cancel this order without redress if not executed within the time specified.

1.8 Any contract to which these conditions of purchase apply shall be governed by and constructed in accordance with the laws of Ireland.

2. The following additional conditions will apply to chemicals/ingredients:

- 2.1 SDS required (Safety Data Sheet) for the particular lot/batch number supplied should be mailed to us on the day of dispatch to engineeringmaterialdata@viatrix.com
- 2.2 Hazardous chemicals must be clearly marked accordingly.
- 2.3 Items requiring special storage of handling must be clearly marked accordingly.
- 2.4 The manufacturer's name, lot/batch number, net and tare weight should be indicated on each container.

3. The following additional conditions will apply to equipment/drawings:

- 3.1 Payment of 2.5% of the total purchase order value will be withheld by Viatrix (Rottapharm) Ltd., pending receipt of documents / certificates relating to GMP critical equipment.
- 3.2 Liquidated damages may be invoked in line with loss suffered by Viatrix (Rottapharm) Ltd., as a result of late delivery equipment.

4. The following additional conditions will apply to contract services:

- 4.1 Prior to any contract work being carried out on site, insurance details as specified by Viatrix (Rottapharm) Ltd., must be provided.
- 4.2 Contractors need to have completed site inductions and provide any certification that may be requested by Viatrix Damastown.

These conditions of purchase shall apply to the contract between you and Viatrix (Rottapharm) Ltd., for the supply of the relevant goods or services and shall substitute any oral arrangements made and shall prevail over any inconsistent terms or conditions contained in or referred to in your quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion of the conditions of purchase shall be binding upon us unless specifically agreed to in writing by us. All information relating to this order and subsequent Supply Chain must be treated as confidential.

~ SUBJECT TO THE CONDITIONS OF PURCHASE - PLEASE STUDY THESE CAREFULLY. NOTE ROTTAPHARM LTD. HAS A VAT 13B EXEMPTION ~