



TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

In these terms and conditions:

- (1) **Adverse Event** or "AE" shall mean any medical occurrence in a patient, temporally associated with the use of a GSK Product, whether or not considered drug-related.
- (2) **Customer** means the entity or its Representative acquiring the goods or services upon these terms and conditions;
- (3) **GSK Product** shall mean an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK, whether in the Philippines or in any other country.
- (4) **Representative** of a party means that party's director, officer, employee or agent;
- (5) **Sale or Return** means an arrangement by which the customer receives a quantity of goods into stores, with the right of returning surplus goods for credit.
- (6) **Supplier** means GlaxoSmithKline Consumer Healthcare Philippines Inc. or Duncan Consumer Healthcare Philippines Inc.
- (7) **VAT** means **Value Added Tax** as may be required by law.

2. BINDING TERMS AND CONDITIONS

The only terms and conditions which are binding upon Supplier in relation to the supply of goods and services to Customer are those set out in these terms and conditions, or as otherwise agreed to in writing by Supplier in which case those terms and conditions will prevail over these terms and conditions, and those terms, if any, which are imposed by law and which cannot be excluded.

Acceptance of the Sales Invoice constitutes acceptance of these terms and conditions and schedules (if any) attached.

3. ORDERS AND DELIVERY

3.1. Consumer

- (1) The Supplier may in its absolute discretion determine from time to time a "Specified Order Quantity", being the quantity for each order of Products to be supplied to Customer.

3.2. Supplier's Right to Accept or Reject any Orders

Notwithstanding clause 3.1, Supplier reserves the right to accept or reject any orders placed by the Customer, in whole or in part, which may be received by it in its absolute discretion. Once accepted by the Supplier, an Order may not be cancelled by the Customer except with the express consent of the Supplier. For the avoidance of doubt no terms or conditions of Customer, including any terms or conditions printed on or referred to in Customer's offer to purchase or order will be binding on the Supplier or have any legal effect unless expressly agreed to in writing by the Supplier.

3.3. Delivery

- (1) Supplier will determine the days and times for the delivery of the goods and Customer agrees to accept delivery of the Products at any time during business hours on a Business Day.
- (2) Subject to clause 5.1, 15.1 and to the extent permitted by law, Supplier is not liable to the Customer for any loss or damage whatsoever (including any consequential loss) caused directly or indirectly by any delay or failure in delivery. Any delay in delivery shall not relieve the Purchaser of its obligation to accept that delivery and remaining delivery.

4. PRICE

4.1. Price of Goods or Services Supplied

If Supplier accepts an order from Customer, it will supply the goods or services ordered at prices current on the date of invoice of the goods or services to Customer as set in Supplier's sole discretion, or otherwise at the price notified in writing by Supplier to Customer.

4.2. Price Change

The prices shown in the price list of Supplier (if any) are subject to alteration by the Supplier. Supplier shall notify Customer of any price increases 4 weeks prior to the increase.

4.3. VAT and other charges

Unless otherwise stated in writing, all prices quoted are inclusive of VAT, which must be included in the price to be paid by the Customer as reflected on the face of the Sales Invoice.

4.4. Freight

We will, at our cost, freight the goods to Customer's premises (provided your premises are in the Philippines) by whatever methods and route we consider to be the most expedient. Where you require us to freight the goods to you urgently, or in a manner which is not usually used by us, we reserve the right to charge you for any additional freight expenses incurred.

5. CREDIT CLAIMS

5.1. Stock generally

- (1) Customer must inspect the goods provided and the services rendered by Supplier immediately upon delivery or provision of such goods or services (as applicable), and must within 24 hours of the delivery of goods or provision, give written notice to Supplier, with full particulars, of any claim that the goods or services are defective in any way. Supplier will process the claim on short delivered, damaged or short dated stock provided notification is given to the Supplier within 24 hours of the delivery of goods.
- (2) Unless indicated in clause 5.1(3) below, claims on latent defects that were unseen upon delivery will be processed by the Supplier, provided notification is given to the Supplier within 60 days from the delivery of the goods, except when proven that the goods were damaged or lost while in the Customer's control or premises.
- (3) Customer must refer to the latest trade letter issued by the Supplier on returns policy and management with regard to other details regarding returns classification or claim procedures.

5.2. Promotional and/or other Services

A claim for reimbursement of promotional and/or other services claims, which have been approved in advance in writing by Supplier with full supporting documentation, must be received in accordance with the latest trade letter issued by the Supplier on Supplier's applicable policy and process on claims. Claims received outside the process or period set forth in the timelines will not be accepted nor reimbursed.

Promotional and/or other service claims must not be deducted from payments made to Supplier, unless otherwise agreed in writing.

6. PAYMENT

6.1. Payment Terms

Payment for goods or services supplied by Supplier to Customer must be tendered in accordance with the requirements set out in the Sales Invoice issued by Supplier to Customer, or if no requirements are set out in the invoice, Customer must pay us the price of the goods 30 days from date of delivery, unless otherwise agreed. A failure to comply with these payment terms is deemed a material breach of this agreement by Customer.

6.2. Remittances

Customer agrees to provide payment by Electronic Fund Transfer, unless otherwise agreed with the Supplier. For establishing payment via Electronic Fund Transfer or for any other remittance related matter, Customer may contact the Supplier's Order to Cash team at bsc-kl.o2c-philippines-cx@gsk.com.

6.3. Credit application

The Customer authorises Supplier, its authorised agents or representatives, to make enquiries as to the credit and financial history and responsibilities of the Customer, and/or its Representative (as applicable), as required by Supplier from time to time. If Supplier so requires, the Customer must provide (and must procure that its Representatives or guarantors, as applicable, provide) any consent or authorisation required by law for Supplier, its Representatives to undertake any such enquiries, including obtaining reports from credit reporting bodies as to the consumer and/or commercial creditworthiness of the Customer and/or its Representatives or guarantors (as applicable).

Any credit terms granted to the Customer is on the condition that Customer has made complete and accurate disclosure to Supplier in its credit application of all material information relevant to Supplier's decision to extend credit. The Customer must promptly inform Supplier of any material adverse change in Supplier's financial or business circumstances.

6.4. Extended Terms

Supplier may in its absolute discretion demand immediate settlement of credit accounts, suspend the Customer's credit facility, reduce the Customer's payment terms or require cash payment on or before delivery without notice, terminate any outstanding orders or do any combination of the foregoing. The Customer shall not be entitled to any compensation for termination of the credit facility.

The Customer must keep Supplier promptly informed of any material adverse change in the Customer's financial or business circumstances.

6.5. Collection Costs

Customer will be liable for all costs (including legal costs), charges, commissions, fees and disbursements incurred by Supplier in recover of any unpaid account, including charges for any dishonoured cheques received.

6.6. Interest for Late Payment

Supplier may in its absolute discretion charge Customer interest on any account unpaid on the due date from time to time from the due date until the account is paid in full by Customer.

6.7. Withdrawal of Account Facilities

Supplier is at liberty to withdraw account facilities offered to Customer at any time without prejudice to any other right Supplier may have and without being liable for the consequences. If Supplier so acts then Customer must immediately pay the account balance in full in cleared funds.

7. RETENTION OF TITLE AND RISK

7.1. When Property Passes

Title in the goods supplied by Supplier to Customer are transferred upon delivery. The payment of the purchase price is not

necessary to vest the ownership in the Customer except in consignment arrangements.

7.2. Risk in Goods

Risk in goods supplied by Supplier to Customer passes to Customer upon the sooner of delivery of goods at Customer's premises, or to Customer's control. Supplier shall be under no obligation or liability to Customer for any loss of or damage to the goods, including those caused by force majeure events or similar circumstances beyond the control of the parties, including but not limited to fire, flooding, theft/robbery, strikes, civil disorder, which occurs after the risk of loss has passed to Customer as provided herein.

7.3. Supplier's Authority to Inspect and Reclaim

Customer grants an irrevocable license to Supplier and its Representatives to at any time enter any premises upon which Supplier's goods are stored to enable Supplier to inspect the goods and reclaim the goods where Customer is in breach of these terms and conditions.

8. STORAGE AND WAREHOUSING

8.1. General

All goods must be stored and all warehousing arrangements must be in accordance with:

- (1) the specific requirements of the products as described on the label;
- (2) licensing requirements applicable to the storage of the goods; and
- (3) industry practices including requirements by the Food and Drug Administration (FDA) Philippines

8.2. Storage for end customer

The goods are supplied to Customer for sale to the end-user of the goods in the packaging in which the goods are supplied to Customer. Customer must not interfere with, or alter, the original packages insofar as they set out Supplier's marks, numbers, references and other information.

8.3. Delivery point

Customer must provide a secure delivery point. Goods are deemed delivered properly when unloaded at the delivery point.

8.4. Customer liability

Customer is solely liable in respect of any loss or cost (including losses or costs suffered by third parties) due to goods not being stored or handled in accordance with this clause 8.

9. ADVERSE EVENT AND PRODUCT COMPLAINT REPORTING

9.1. Adverse Event

In the event that the Customer comes into contact with Human Safety Information (Adverse Events) from Healthcare Practitioners (HCPs), patients, customers or consumers using GSK Products, and if Customer or any of its contractors is informed or becomes aware of any AE (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to Supplier within 24 hours of initial receipt (or next working day if over a weekend) through the details provided below. All AEs must be reported using the most up to date AE reporting form. This form must carry the project no./activity ID. Supplier must request the most up to date AE reporting form from the GSK contact.

Safety Information contact details:

Email: ph.safety@gsk.com

Mobile number: [+63-917-8890640](tel:+63-917-8890640)

9.2. Product Complaint

- (1) In the event that the Customer receives a product complaint whether oral or written, the Customer shall follow its procedure for customer inquiry and incident response to immediately report all such product complaints to the Supplier in writing, or by telephone with prompt written confirmation.

Complaints contact details:

Email: ph.customer-relations@gsk.com

Mobile number: [1800-1441-0884](tel:1800-1441-0884) or [1800-8908-8275](tel:1800-8908-8275)

- (2) Under no circumstances will the Customer, unless it has first obtained the prior written approval of the Supplier's representative, take any action on any products complaints or AEs reports reported to it.

10. PRODUCT RECALL

- 10.1.** Customer shall notify the Customer by telephone on [+63-2-8920761 local 8449](tel:+63-2-8920761) or [+63-917-8882290](tel:+63-917-8882290) (immediately confirmed in writing) immediately after it becomes aware of any information (whether credible or otherwise) which may give rise to a recall of the goods or any adverse publicity or threatened or pending legal proceedings with respect to the goods or of any other information that might adversely impact upon the goodwill associated with the Customer or the goods.

10.2. Supplier to manage Product recall

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

of the Supplier or, where the Supplier is not the Sponsor, the Sponsor.

10.3. The Customer's obligations

- (1) The Customer must maintain procedures relating to a withdrawal of the goods, recall and tampering and records necessary to support a recall of the goods, and allow the Supplier to inspect such procedures and records at any time on reasonable notice.
- (2) The Customer must provide any services, resources or facilities to the Supplier as may be reasonably required in respect of a recall of the goods.
- (3) The Supplier agrees to refund or provide credit to the Customer for any units of the goods that are recalled under this clause unless the conduct of the Customer or its employees, contractors or other persons it has engaged has given rise to the recall of the goods.

10.4. Reimbursement of recall costs

- (1) The reasonable costs incurred by the Customer, including the Customer's management costs, in connection with the recall of any goods will be borne by the Supplier, except where the conduct of the Customer or its employees, contractors or other persons it has engaged has given rise to the recall of the goods (in which case the reasonable costs incurred by the Supplier in connection with the recall of the goods will be borne by the Customer).
- (2) To the extent that a party pays costs in connection with the recall of any goods for which the other is responsible under clause 10.4(1), the other party must, after receiving a written request together with sufficient evidence to substantiate the request for reimbursement for reimbursement from the first party, reimburse the first party with seven days.

11. INTELLECTUAL PROPERTY

- (1) All Supplier's trademarks or other intellectual property rights in respect of the goods remain its property, and Customer must not in any way interfere with, alter or infringe upon Supplier's intellectual property rights relative to its "trademarks", "trade dress" or "get-up" associated with the goods.
- (2) All advertising material supplied to Customer for its business use, and not for dissemination to the end-user of the goods, remains Supplier's property, and Customer will return it to Supplier immediately upon Supplier's request to do so.

12. INSURANCE

Customer must insure the goods at its cost from the time of delivery of the goods to Customer or into Customer's custody (whichever is the sooner) until they are paid for in full, against such risks as it thinks appropriate and must note the interest of Supplier on the policy of insurance and produce a certificate of currency or to this effect to Supplier on request.

13. ANTI BRIBERY AND CORRUPTION

- (1) Customer agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of these terms and conditions, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or Supplier in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
- (2) Supplier shall be entitled to terminate the Sales Invoice and these terms and conditions immediately on written notice to Customer, if Customer fails to perform its obligations in accordance with this clause. Customer shall have no claim against Supplier for compensation for any loss of whatever nature by virtue of the termination of the Sales Invoice and these terms and conditions in accordance with this clause.

14. CONFIDENTIALITY

- 15.1 Customer shall, and shall procure that its employees and sub-contractors shall, keep secret any intellectual property rights, plans or other information of a commercial or technical nature disclosed directly or indirectly to Customer by Supplier for the purpose of the Sales Invoice and these terms and conditions, and shall not use or disclose the same (including any part thereof) to any third party without Supplier's prior written consent.
- 15.2 Without limiting the foregoing, Customer shall not without Supplier's prior written consent disclose, copy, publicize or publish, the existence of the Sales Invoice or any information related thereto including the name of Supplier, the goods or services, and the place of delivery or performance.
- 15.3 Upon Supplier's request at any time, Customer shall: (i) cease any and all use of the Information; (ii) promptly return to Supplier any and all tangible information, including all copies, reproductions, summaries, memos, correspondence and compilations of the information, so Customer will no longer have any information in its possession or under its control in either electronic or paper or other format; and (iii) cease any and all work hereunder and refrain from, directly or indirectly, using the information.

15. GENERAL

15.1. Conditions and Guarantees Required to be Binding

The only conditions and guarantees which are binding on Supplier in respect of:

- (1) the state, quality or condition of the goods supplied by it to Customer; and/or
- (2) advice, recommendation(s), information or services supplied by it or its Representative to Customer associated with the goods, their use and application;

15.2. Limitation on Liability

To the extent permitted by law, the liability, if any, of Supplier arising from a breach of or otherwise under this agreement, is at Supplier's option, limited to and completely discharged:

- (1) in the case of the goods, by either;
 - (a) the supply by Supplier of equivalent goods;
 - (b) the replacement by Supplier of the goods supplied to Customer; or
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- (2) in the case of advice, recommendation(s), information or services, by either;
 - (a) supplying the advice, recommendation(s) information or services again; or
 - (b) the payment of the cost of having the advice, recommendation(s) information or services supplied again.

15.3. Exclusion of Other Conditions and Warranties

Except as provided in clause 15.1 and to the full extent permitted by law, all conditions and warranties imposed or implied by law in respect of the state, quality or condition of the goods and services which may apart from this clause be binding on Supplier are excluded.

15.4. Exclusion of liability

To the extent permitted by law, Supplier has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the goods and/or advice, recommendation(s), information or services.

15.5. Indemnity

Customer indemnifies Supplier against all losses and liabilities, whether direct or indirect, incurred by Supplier including all legal costs and other expenses in relation to or arising in connection with the supply of goods or services by Supplier to Customer which are caused by or arise as a result of any act or omission by Customer or Customer's Representative.

15.6. Force Majeure

- (1) Neither party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any act under these terms and conditions due to circumstances which could not have been contemplated by the parties and which are beyond the party's reasonable control and not due to any default or negligence of a party ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.
- (2) If the performance by either party of any of its obligations under these terms and conditions is prevented or delayed by Force Majeure:
 - (i) for a consecutive period in excess of seven (7) days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.
 - (ii) for a period in excess of thirty (30) days (not necessarily consecutive), then either party shall in its discretion have the right to immediately terminate the Sales Invoice and terms and conditions upon written notice to the other party.

15.7. Change of Ownership

Customer indemnifies Supplier against any losses incurred due to change of ownership, partnership or change of address of Customer, unless written advice of such change is received by Supplier prior to the delivery of goods being made. In the event of any change in ownership of Customer, any outstanding monies on account of Customer will become immediately due and payable to Supplier.

15.8. No Export; Sanctions and Export Control

- (1) Customer must not export, sell or supply goods outside the Philippines or supply any of the goods it knows or could reasonably expect will be exported from the Philippines without the prior written consent of Supplier, which may be withheld or provided in the Supplier's sole discretion.
- (2) Customer represents and warrants that it is aware of and, in carrying out its obligations under these terms and conditions, will comply at all times with and not become exposed to penalties under Sanctions & Trade Controls (i.e., all sanctions, export control, and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any other country with jurisdiction over activities undertaken in connection with these terms and conditions).
- (3) Customer represents and warrants that at all times, in the performance of its obligations under these terms and conditions, it will not take any action that causes Supplier to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.
- (4) Supplier shall not be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited or penalizable under any Sanctions & Trade Controls.

15.9. Privacy

Supplier may collect personal information from its dealings with the Customer. If so, Supplier will comply with its Privacy Policy. A copy of the policy is available at: <https://www.gsk.com/en-gb/privacy-notice/>.

15.10. Insolvency of Customer

A material breach of these terms and conditions is deemed to occur if Customer becomes bankrupt or insolvent.

15.11. Customer warranty

Customer (or any partner or director thereof) warrants that if, he or she is authorised to enter into this agreement and purchase the goods from Supplier, and it has never gone into liquidation or administration, or had a controller or administrator appointed or been a director of a company which has gone into liquidation, or has a controller or administrator appointed.

15.12. Assignment

Customer must not assign its rights or delegate its performance under this agreement without Supplier's consent in writing.

15.13. Variation

Supplier may vary these terms and conditions of supply at any time by written notice to Customer. Customer's continued purchase of goods and/or services after such notification will evidence its consent to the new terms and conditions of supply.

15.14. Waiver

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

15.15. Compliance with all laws

Customer must comply with all laws, regulations and compliance codes of the jurisdictions in which it operates, including obtaining all necessary licenses.

15.16. Governing Law and Venue

This agreement is governed by the laws of the Philippines.

The parties shall undertake to exert their best efforts to negotiate in good faith and settle amicably any dispute, controversy, or deficiency that may arise out of or relate to these terms and conditions. If any such dispute cannot be settled amicably and the parties deem it necessary to submit the same to litigation, the parties agree to submit to the jurisdiction of a competent court in Makati City to the exclusion of all other courts of equal and competent jurisdiction.