

STANDARD TERMS and CONDITIONS
relating to SUPPLY and INSTALLATION of
EQUIPMENT/ PLANT

TABLE OF CONTENTS

1	Definitions.....	1
2	Application of Terms	4
3	Scope.....	4
4	Laws and Regulations.....	4
5	Code of Conduct.....	5
6	Main Events and Progress Reporting	5
7	Price.....	5
8	Payment	6
9	Terms of Delivery.....	7
10	FAT.....	7
11	Packaging and Labelling	8
12	Examination Upon Arrival.....	8
13	SAT and Take Over	8
14	Title and Risk	8
15	Documentation	8
16	Warranty and Liability for Defects.....	9
17	Delays	10
18	Infringement of Intellectual Property Rights.....	10
19	Order and Safety or Works Rules.....	11
20	Permissions	12
21	Insurance	12
22	Changes and Supplements	12
23	Confidentiality and AstraZeneca Materials	12
24	Force Majeure	14
25	Miscellaneous.....	15
26	Applicable Law and Disputes	16

STANDARD TERMS and CONDITIONS relating to SUPPLY and INSTALLATION of EQUIPMENT/ PLANT

These Terms and Conditions are to be read in conjunction with the purchase order (the “**Purchase Order**”) between AstraZeneca UK Limited (“**AstraZeneca**”) and the person, firm or company to whom the Purchase Order is issued (“**Supplier**”),

1 Definitions

Unless otherwise specifically provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Agreement**” means the contract between AstraZeneca and Supplier comprising the Purchase Order, these Terms and Conditions and any other documents specified in these Terms and Conditions or the Purchase Order.
- 1.2 “**Business Day**” means a day other than a Saturday, Sunday or a public holiday in the country location of AstraZeneca.
- 1.3 “**Commissioning**” means Supplier’s functional Testing, start-up and/ or check out and fine adjustment of the Plant after Installation in order to establish that the Plant meets all technical requirements and is ready for SAT.
- 1.4 “**Defects**” means any defect, damage, shortfall in respect to the Plant and/or Supplier’s other undertakings under this Agreement.
- 1.5 “**Delivery**” means complete delivery of Plant to AstraZeneca to the Site and in accordance with this Agreement.
- 1.6 “**Documentation**” means all documents whether in written, electronic or other form, which Supplier shall supply to AstraZeneca under this Agreement including but not limited to drawings, manuals and certificates.
- 1.7 “**FAT**” means factory acceptance test.
- 1.8 “**Final Documentation**” means the complete and final documentation, which shall be delivered to AstraZeneca under this Agreement.

- 1.9 “**Force Majeure**” means acts of God, war, riot, civil commotion, terrorist act, malicious damage, epidemic, quarantine, fire, flood, storm, natural disaster or compliance with any court or governmental order, rule, regulation or direction (whether or not it is later held to be invalid), or any other event beyond the reasonable control of the Force Majeure Party (the ‘**Force Majeure Party**’ being the Party prevented or delayed from performance of its obligations by Force Majeure) but not including the failure or delay of supply by any of the Force Majeure Party’s contractors or suppliers except to the extent such contractors or suppliers are affected by Force Majeure.
- 1.10 “**Installation**” means the assembly and installation of the Plant at the Site.
- 1.11 “**Laws and Regulations**” means all laws and regulations, directives, rules, codes, norms and standards applicable to the Plant and/ or its supply, including rules concerning GMP/GAMP and regulatory regulations and rules issued by FDA or other regulatory authorities.
- 1.12 “**Main Events**” are completion and verification of FAT, Delivery of Plant, Installation, Commissioning, Validation, Training, Take Over, Delivery of Final Documentation.
- 1.13 “**Parties**” means AstraZeneca and Supplier and “**Party**” shall mean either of AstraZeneca and Supplier.
- 1.14 “**Plant**” means the plant/ equipment referred to on the Purchase Order.
- 1.15 “**Price**” means the total price for the Plant and Work as set out in the Purchase Order (or, if no price is set out therein, in the Supplier’s Quotation).
- 1.16 “**QA**” means quality assurance.
- 1.17 “**QC**” means quality control.
- 1.18 “**SAT**” means site acceptance test.
- 1.19 “**Site**” means the AstraZeneca location address at which the Plant is to be delivered as notified by AstraZeneca to Supplier.
- 1.20 “**Software**” means any software, including relevant source code, forming part of the Plant.

- 1.21 “**Specification**” means the description of AstraZeneca’s requirements with respect to the Plant and the Work provided by AstraZeneca to Supplier.
- 1.22 “**Supplier’s Quotation**” means Supplier’s quotation in relation to the provision of the Plant as referred to on the Purchase Order.
- 1.23 “**Take Over**” means the event when the Certificate of Take Over is signed by the Parties, unless otherwise agreed by the Parties.
- 1.24 “**Test(s)**” means FAT, SAT and all other tests required under this Agreement or otherwise performed by Supplier, including Supplier’s internal testing as part of QA and QC, so as to verify that the Plant meets the requirements under this Agreement
- 1.25 “**Training**” means the training (if any) to be provided by Supplier under this Agreement.
- 1.26 “**Validation**” means establishing documentary evidence, which provides a high degree of assurance that a specific process will consistently produce a product meeting its predetermined specifications and quality characteristics.
- 1.27 “**Warranty Inspection**” means the inspection to be performed before the end of the Warranty Period for the purpose of determining the condition of the Plant and to identify and verify any Defects for corrections by Supplier, as part of its contractual undertakings.
- 1.28 “**Warranty Period**” means the period, including any and all extensions thereof, during which Supplier is liable for any Defects as set out in Article 16.
- 1.29 “**Work**” means all work or services which the Supplier is to perform under this Agreement, including, as applicable, Installation, Commissioning and conducting Tests and Training.

Construction

- 1.30 Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular. Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The headings of this Agreement are for convenience of reference only and do not define, describe, extend or limit the scope or intent of this Agreement or the scope or intent of

any provision contained in this Agreement. The term “including” or “includes” as used in this Agreement means including “without limiting” or “without limitation” and any reference to “and” shall be deemed to refer to “and/or”. The wording of this Agreement shall be deemed to be the wording mutually chosen by the Parties.

2 Application of Terms

- 2.1 These Terms and Conditions shall govern the Agreement to the entire exclusion of Supplier’s terms or conditions and Supplier waives any right it might otherwise have to rely on its terms and conditions included within Supplier’s Quotation, acceptance of order, delivery note or similar documents. If there is any inconsistency between these Terms and Conditions, the Specification, the Purchase Order, the Supplier’s Quotation, or any other document comprising this Agreement, they shall take precedence in the order in which they are listed above.

3 Scope

- 3.1 Supplier shall supply to AstraZeneca the Plant and perform the Work specified in Supplier’s Quotation or the Specification upon the terms of this Agreement.

4 Laws and Regulations

- 4.1 Supplier shall perform its obligations under this Agreement in compliance with applicable Laws and Regulations. Supplier shall also seek information concerning and comply with applicable official local regulations and rules.
- 4.2 Unless otherwise stipulated in this Agreement or the laws of country where the Site is situated, directives and rules of the EU will apply with respect to Supplier’s performance of this Agreement regardless of whether Supplier’s home country or the origin or destination of the Plant is within the EU. In particular, but without limitation to the foregoing, Supplier shall ensure the design, construction and documentation of the Plant shall comply with all appropriate European Union Directives and CE standards and marking legislation.

5 Code of Conduct

Supplier represents and warrants and undertakes that it will perform its agreement(s) with AstraZeneca and operate its business in compliance with all applicable laws and regulations and to ethical standards that are consistent with AstraZeneca's *Code of Conduct* (<http://www.astrazeneca.com/responsibility>), as described in AstraZeneca's *Responsible Procurement Supplier Expectation (v0.3May09)*.

6 Main Events and Progress Reporting

- 6.1 Supplier shall provide the Work diligently and shall ensure it completes applicable Main Events by the date for completion agreed in this Agreement or otherwise agreed between the Parties. In the event of a delay of Delivery of the Plant or, if applicable, Take Over, Supplier shall pay liquidated damages in accordance with Article 17.
- 6.2 Supplier shall promptly in writing notify AstraZeneca about any anticipated or possible delay. Supplier shall state the reason for the expected delay and if possible, how long the delay can be expected to last. Supplier shall take all necessary and proper measures to prevent, or if not possible, to minimise the delay. Failure of AstraZeneca to respond shall not be deemed as an approval of the delay.
- 6.3 Failure of AstraZeneca to respond with respect to any reported deviations shall not be deemed as an approval by AstraZeneca of such deviations.

7 Price

- 7.1 The Price is fixed, i.e. the Price will not be adjusted according to changes in currency, index or other factors.
- 7.2 The Price is the total price payable by AstraZeneca for all Plant and Work and includes all Supplier's costs including, without limitation, freight, packaging material, travelling expense, accommodation, subsistence allowances, customs and fees.
- 7.3 The Price is payable in the currency shown on the Purchase Order.
- 7.4 The Price is expressed exclusive of Value Added Tax (VAT) unless stated otherwise. In the event that VAT is chargeable with respect to the supply, AstraZeneca shall pay for such VAT provided that the Supplier provides a valid VAT invoice and holds an official VAT registration and that the VAT registration No. is stated on the invoice.

8 Payment

- 8.1 Supplier shall issue invoices for the sums payable by AstraZeneca. Each Price instalment shall be invoiced separately and shall be issued only after proper completion of all relevant activities/events for that instalment, as set out below, and pursuant to the conditions set out below in this Article 8.
- 8.2 AstraZeneca shall pay all invoices by the first working day after the end of the month following the month in which Supplier's valid invoice is received provided that all conditions of this Article 8 are met. Payment shall not be deemed as acceptance of any deliverables under this Agreement.
- 8.3 The invoice shall contain the name of the contact person at AstraZeneca, AstraZeneca's project number or name (where applicable), and the purchase order number.
- 8.4 All documents, such as bank guarantees, timetables and drawings as applicable, required for payments of invoice shall be received by AstraZeneca at the latest fourteen (14) Business Days before the due date for payment of the invoice. Failing this, AstraZeneca may suspend payment for a period of time equivalent to the period by which documents are late.
- Notwithstanding the above, any documents included in the Final Documentation shall always be delivered to AstraZeneca before sending the invoice hereof.
- 8.5 Payment instalments shall be as set out in the Purchase Order, and if not set out in the Purchase Order, there shall be a single payment instalment, which may be invoiced upon Take Over. In either case, the single or final payment shall only be payable once the Supplier has tested and delivered the Plant, all Commissioning, Validation and Training are complete, and all Documentation has been received, to the satisfaction of AstraZeneca.
- 8.6 If any amount due under this Agreement by one Party to the other Party is overdue by more than 30 days, the receiving Party may claim interest on the overdue amount from the due date for payment until the date of actual payment, at an annual rate of two (2) percentage points above the base lending rate for the time being of HSBC Bank plc, whether before or after any judgement.

9 Terms of Delivery

- 9.1 The Plant shall be delivered DDP (Delivered Duty Paid), (Incoterms 2000) unless otherwise specified in the Purchase Order or the Specification, and shall be delivered to the Site.
- 9.2 To the extent there is any conflict between the Incoterm above and the other terms of this Agreement, the terms of this Agreement shall apply.

10 FAT

- 10.1 Supplier shall perform the Factory Acceptance Test (FAT) in accordance with this Agreement.
- 10.2 No later than fourteen (14) days before FAT, Supplier shall by notice to AstraZeneca verify that the Plant is ready for the FAT and provide AstraZeneca with a report on the Tests/QC to be performed by the Supplier.
- 10.3 If the Plant in the FAT fails to meet the requirements under this Agreement, Supplier shall, at Supplier's expense arrange for a new FAT. Supplier undertakes to take all necessary steps in order to minimise the delay. Supplier shall compensate AstraZeneca for any direct costs incurred as a consequence of the repeated FAT.
- 10.4 If the Plant fails a repeated FAT, AstraZeneca may nevertheless request the Supplier to deliver the Plant to the Site. Such Delivery does not in limit the Supplier's liability under this Agreement.
- 10.5 In case AstraZeneca cannot be present at the FAT, Supplier shall anyway, on its own, perform the FAT in accordance with this Agreement.
- 10.6 Within five (5) Business Days after performance of the FAT, Supplier shall provide a written FAT report to AstraZeneca. Such report shall verify that the Plant meets the requirements under this Agreement.
- 10.7 Upon AstraZeneca's approval of the FAT report, such report shall be signed by AstraZeneca's appropriate technical representative. After such signing, Supplier shall deliver the Plant to AstraZeneca.

11 Packaging and Labelling

- 11.1 After successful performance of the FAT, the Plant shall be packaged and labelled in accordance with this Agreement.

12 Examination Upon Arrival

- 12.1 AstraZeneca will not make a detailed examination of the Plant on arrival, unless otherwise agreed by the Parties.

13 SAT and Take Over

- 13.1 Where Supplier is responsible for the Installation or Commissioning of the Plant, Site Acceptance Test (SAT) shall be performed by the Supplier before Take Over in accordance with this Agreement.
- 13.2 After AstraZeneca's approval of the SAT, the Parties shall sign a Certificate of Take Over.
- 13.3 If the Plant fails to pass the SAT, Supplier shall, at Supplier's own expense:
- 13.3.1 identify and analyse the cause and take necessary measures so as to meet the requirements under this Agreement; and
 - 13.3.2 repeat the SAT until it can be verified that the Plant meets the requirements of this Agreement and Take Over can, therefore, take place.

14 Title and Risk

- 14.1 The title to part of the Plant shall immediately pass on payment in respect thereof or upon Delivery, whichever is the earlier. Any such part of the Plant owned by AstraZeneca, which remains in Supplier's possession shall be clearly marked as such and in accordance with AstraZeneca's further requirements. Supplier shall keep AstraZeneca's property separated from other person's property and in a safe manner in order to avoid any damage. Risk in the Plant shall pass to AstraZeneca on Delivery.

15 Documentation

- 15.1 Supplier shall provide AstraZeneca with Documentation, as set out in the Agreement.

- 15.2 Unless otherwise stated in this Agreement, operations and maintenance manuals including spare parts lists, will form part of the Documentation and will, at least in a draft form be delivered to AstraZeneca together with the Plant.
- 15.3 Final Documentation shall be delivered to AstraZeneca in full not later than thirty (30) days after Take Over, unless otherwise set out in the Agreement.
- 15.4 Supplier shall remain responsible for ensuring the accuracy, completeness, consistency and adequacy of all Documentation and materials relating to the Plant notwithstanding any approval by AstraZeneca of the same. Supplier shall satisfy itself of the accuracy, completeness, consistency and adequacy of any Documentation or materials provided or developed by AstraZeneca promptly on receipt so that any changes required can be agreed promptly.

16 Warranty and Liability for Defects

- 16.1 The Warranty Period is from the day of Delivery (or, where Supplier is to Install and/or Commission the Plant, the day of Take Over) and valid for a period of twenty-four (24) months, unless the Laws and Regulations provide a longer liability period.
- 16.2 Supplier represents and warrants to AstraZeneca that:
 - 16.2.1 The Plant shall be fit for AstraZeneca's purposes;
 - 16.2.2 The Plant can be used and maintained in a safe, rational and proper manner;
 - 16.2.3 The Plant shall meet all requirements including without limitation, requirements as to function and performance set out in this Agreement;
 - 16.2.4 The Documentation is complete, correct and sufficient in order to handle the Plant in a safe, proper and effective manner, including operation and maintenance of the Plant;
 - 16.2.5 The Plant will comply with Laws and Regulations applicable to pharmaceutical production and all other applicable Laws and Regulations. Further, the Plant will meet all standards, norms and rules set up by the Supplier;
 - 16.2.6 The Work shall be performed by qualified personnel in a professional manner;

16.2.7 The Plant shall be manufactured from sound and good quality materials that are suitable for continuous operation and the environmental conditions in which they are to be operated;

16.2.8 The Plant shall be of a quality and durability to maintain proper operation for such reasonable period as may be expected for an investment into an item of high quality industrial plant/equipment. Such reasonable period shall not be limited to the Warranty Period.

16.3 In the event that the Take Over is delayed by more than six (6) calendar months due to AstraZeneca's default, the Warranty Period shall be limited to thirty (30) months calculated from the date when Take Over otherwise rightfully should have taken place.

17 Delays

17.1 If Delivery or Take Over is delayed due to Supplier's default, AstraZeneca shall be entitled to liquidated damages at a rate of one (1) % of the Price per week or part week of delay. The liquidated damages shall not exceed ten (10) % of the Price.

17.2 If AstraZeneca becomes entitled to the maximum liquidated damages under Section 17.1 and the Delivery or Take Over is still not completed, AstraZeneca has the right to immediately terminate this Agreement.

18 Infringement of Intellectual Property Rights

18.1 Supplier warrants and represents that the Plant, Documentation and other deliverables of Supplier under this Agreement do not infringe any third party's patents, copyrights or any other intellectual property rights and undertakes to indemnify AstraZeneca from and against any and all loss incurred in relation to any claim that the use or possession of the Plant, Documentation or other deliverables by AstraZeneca infringes any such rights of a third party.

18.2 Unless otherwise stated in this Agreement, Supplier grants to AstraZeneca and its affiliates a perpetual, non-exclusive, royalty-free global license with respect to patents, copyrights and all other intellectual property rights owned by or licensed to

Supplier to the extent such intellectual property rights are required for AstraZeneca to freely make full use of and maintain the Plant.

- 18.3 With respect to Software especially developed for AstraZeneca, AstraZeneca shall be granted all title and rights to the intellectual property (in whichever form) of such Software including free disposal over source code associated therewith. Supplier shall fully disclose all such Software to AstraZeneca. Supplier agrees that such Software is the exclusive property of AstraZeneca (or such person as AstraZeneca may designate). Supplier hereby assigns and transfers, and shall cause the project manager and all others engaged in the Work to assign and transfer, without additional consideration, to AstraZeneca (or such designee) all right, title and interest in and to such Software throughout the world. At AstraZeneca's request and expense, Supplier shall execute documents and take all actions necessary to perfect AstraZeneca's ownership of Supplier Software.
- 18.4 In relation to Software which has not been especially developed for AstraZeneca, the right to review and get full insight in such Software at the Supplier's premises shall always be granted to AstraZeneca.

19 Order and Safety or Works Rules

- 19.1 Supplier is strictly responsible for its personnel and sub-suppliers at the Site.
- 19.2 Supplier undertakes to strictly adhere to AstraZeneca's "Order and Safety" instructions and/ or "Works Rules", and to ensure its personnel and sub-suppliers having access to the Site to observe and adhere to the obligations set forth in this Article 19.
- 19.3 In addition to Section 19.2, Supplier undertakes to strictly adhere to, and to ensure that its personnel and sub-suppliers strictly adhere to, rules and instructions, including signs and notices at the Site.
- 19.4 If Supplier finds any instruction given by AstraZeneca to be unclear or insufficient in any respect, Supplier shall immediately notify AstraZeneca.
- 19.5 Supplier shall immediately report to AstraZeneca's appropriate technical representative any serious accident relating to the Plant occurred at the Site.

~~19.6~~ Supplier undertakes to examine the access routes to the Site and all other local conditions that may have an impact on the fulfilment of this Agreement. Supplier shall comply with such local conditions and the cost and any other consequence associated herewith shall be borne by Supplier. Supplier shall promptly notify AstraZeneca of any such local condition as Supplier considers may hinder compliance with this Agreement.

20 Permissions

20.1 Supplier shall obtain, at its own expense, any required permissions in order to fulfil its obligations under this Agreement

21 Insurance

21.1 Supplier shall take out and maintain during the term of this Agreement a valid and enforceable insurance coverage for damages, loss and injury caused by the Supplier or Plant, including its sub suppliers, up to an amount of at least two million (2 000 000) EUR, for each and every incident

21.2 Supplier will immediately exhibit to AstraZeneca upon written request certificates of insurance evidencing its insurance coverage and limits. If Supplier fails to comply with such a request, AstraZeneca has the right to, at Supplier's expense, take out such insurance.

22 Changes and Supplements

22.1 A request for a change to the design/ construction of the Plant, scope of Work or other change to this Agreement shall be binding only in writing and signed by authorised representatives of both Parties and, where resulting in an agreed increase in the Price, only after a purchase order for the addition has been issued by AstraZeneca Procurement.

23 Confidentiality and AstraZeneca Materials

23.1 Confidential information (hereafter called "**Confidential Information**") shall mean any and all information and data about AstraZeneca or its affiliates, products, personnel, research and development work, and business or operating conditions that

is disclosed to Supplier in any form including, without limitation, orally, in writing, stored electronic form or which Supplier may otherwise observe, learn or develop in the course of the negotiations and term of this Agreement.

23.2 Supplier undertakes during the term of this Agreement and for a period of ten (10) years thereafter;

23.2.1 to maintain the confidentiality of the Confidential Information and not to disclose it directly or indirectly to any third party, save as permitted by Section 23.4;

23.2.2 use the Confidential Information solely and exclusively for the purposes of this Agreement, and

23.2.3 at the request of AstraZeneca or at the latest at the termination for whatever reasons of this Agreement, to return to AstraZeneca all copies of the Confidential Information.

23.3 The provisions of Section 23.2 shall not apply to any Confidential Information which Supplier can demonstrate, to the reasonable satisfaction of AstraZeneca;

23.3.1 was already in the public domain (through in each case no fault of Supplier or any of its affiliates or no breach of this Agreement by Supplier) prior to its disclosure by AstraZeneca under this Agreement;

23.3.2 comes into the public domain, otherwise than through the fault of the Supplier or any of its affiliates;

23.3.3 was in the possession of Supplier prior to the disclosure under this Agreement, otherwise than directly or indirectly through AstraZeneca; or

23.3.4 is purchased or otherwise legally acquired by Supplier or any of its affiliates at any time from a third person having the right to disclose it.

23.4 Notwithstanding Section 23.2, Supplier may disclose Confidential Information to any of its personnel who need to know the Confidential Information in order to fulfil the purpose of this Agreement, provided that Supplier procures that prior to such disclosure, each such person to whom Confidential Information is to be disclosed is

made aware of the obligations contained in this Agreement, and adheres to these terms as if it were a Party to this Agreement

- 23.5 Each Party undertakes not to disclose to any third party information concerning the content of this Agreement. Each Party agrees not to mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype of the other Party or its affiliates without the prior written consent of the other Party.
- 23.6 Supplier shall keep safe and secure and not use for any purpose other than this Agreement, any documents, samples or materials provided by AstraZeneca to Supplier in connection with this Agreement. Such documents, samples and materials will remain the property of AstraZeneca and shall be labelled as such while in the care of Supplier. Supplier shall return such materials to AstraZeneca on completion, earlier termination or cancellation of this Agreement or on request from AstraZeneca, or, at the request of AstraZeneca destroy the same.

24 Force Majeure

- 24.1 No liability shall result from delay in performance or non-performance, in whole or in part, by either Party to this Agreement to the extent that such delay or non-performance is caused by an event of Force Majeure. Payment instalments that fall due during any period of Force Majeure affecting the delivery of the Plant or Work shall be suspended by an equal period to the delay. The Force Majeure Party shall as soon as reasonably practicable (and no later than two days after the occurrence of the Force Majeure event), give written notice to the other Party stating the nature of the Force Majeure event, its anticipated duration and the action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the Force Majeure Party shall follow any relevant disaster or contingency plans agreed or in place and otherwise use its best endeavours to remedy its inability to perform; provided, however, if the suspension of or delay to performance to Supplier's performance continues for sixty (60) days after the date of the occurrence of the event of Force Majeure, AstraZeneca shall have the right to terminate this Agreement immediately by written notice to Supplier, in which case neither Party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination and any

payments made by AstraZeneca in advance with respect to Plant not delivered or Work not performed shall be refunded to AstraZeneca.

25 Miscellaneous

- 25.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of the Agreement. This Agreement supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Agreement. The terms and conditions set out in this Agreement shall govern to the entire exclusion of any Supplier's terms or conditions included in any quotation, acceptance of order or similar document.
- 25.2 Any amendment or modification of this Agreement must, as to become effective, be in writing and signed by authorised representatives of both Parties.
- 25.3 This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party other than by AstraZeneca to another company in the AstraZeneca group.
- Supplier shall remain responsible for all its obligations under this Agreement and shall be liable for all acts or omissions of a subcontractor as if such acts or omissions were those of Supplier.
- 25.4 A Party's failure to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies. Approval by AstraZeneca according to this Agreement does not limit Supplier's responsibilities under this Agreement.
- 25.5 AstraZeneca's rights under this Agreement are in addition to the statutory terms implied by the Sale of Goods Act 1979, the Supply of Goods & Services Act 1982 and the Sale and Supply of Goods Act 1994, where applicable.
- 25.6 Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by facsimile transmission (with transmission confirmed) or by internationally recognised

overnight delivery service that maintains records of delivery, addressed to the Parties at their respective addresses stated in the Agreement or to such other address as the Party to whom notice is to be given may have provided to the other Party in writing for the purposes of this Section 25.6. Such notice shall be deemed to have been given as of the date delivered by hand or transmitted by facsimile (with transmission confirmed) or on the second business day (at the place of delivery) after deposit with an internationally recognised overnight delivery service. Any notice delivered by facsimile shall be confirmed by a hard copy delivered as soon as practicable thereafter. This Section is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

26 Applicable Law and Disputes

- 26.1 This Agreement shall be governed by the laws of England and Wales excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- 26.2 The Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the English Courts for any action, suit or proceeding arising out of or relating to this Agreement, and agree not to commence any action, suit or proceeding related thereto except in such courts.
- 26.3 Unless AstraZeneca requests a postponement of the performance of this Agreement while a dispute remains outstanding, the Parties shall fulfil their performance in accordance with this Agreement to the extent such performance is appropriate due to the dispute.