

## Takeda Ireland Limited

### Terms & Conditions of Purchase

Unless specifically stated otherwise, the following clauses shall form the terms and the conditions of the purchase order (as defined below).

#### 1 DEFINITIONS

1.1 Goods and/or the Provision of Services shall mean the materials, products or services to be purchased or to be supplied as specified in the Purchase Order and/or any part thereof;

1.2 Purchaser shall mean Takeda Ireland Limited;

1.3 Purchase Order shall mean the purchaser order form, this document and any other document listed herein and shall constitute the entire agreement between the parties; and

1.4 Supplier shall mean any person or company having a contract for the supply of Goods and/or the Provision of Services to the Purchaser.

#### 2 DELIVERY TIME

2.1 The time stipulated in the Purchase Order for delivery of Goods and/or the Provision of Services to the Purchaser shall be of the essence.

#### 3 DELAY, LOSS OR DAMAGE IN TRANSIT, NON DELIVERY

3.1 Without prejudice to the Supplier's obligation to deliver the Goods and/or the Provision of Services on time, the Supplier shall serve the Purchaser notice in writing immediately if any delay is foreseen.

3.2 The Supplier shall if the Purchaser so requires:

3.2.1 repair to the satisfaction of the Purchaser or replace at the Supplier's expense any Goods and/or the Provision of Services damaged in transit. In the event of such damage delivery shall not be deemed to have taken place until repaired or replacement Goods and/or the Provision of Services have been delivered.

3.2.2 replace any Goods and/or the Provision of Services lost in transit.

3.2.3 be supplied at the price originally specified all Goods and/or the Provision of Services repaired or replaced as aforesaid.

3.3 The Supplier shall not be liable in respect of any Goods and/or the Provision of Services lost or damaged in transit unless the Purchaser gives him written notice in respect of such Goods and/or the Provision of Services within the following time limit:

3.3.1 partial loss, damage, patent defects or non-delivery of any separate part of a consignment shall be advised within 7 days of receipt of the consignment or part consignment.

3.3.2 non delivery of whole consignments shall be advised within 21 days of receipt of the Supplier's written notice of dispatch.

3.4 Failure to deliver on the date specified or subsequently agreed shall entitle the Purchaser (without prejudice to any other rights of the Purchaser):

3.4.1 to cancel the Purchaser Order without any penalty to the Purchaser; or

3.4.2 refuse to accept any subsequent delivery of the Goods and/or the Provision of Services which the Supplier attempts to make; or

3.4.3 recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods and/or the Provision of Services in substitution from another Supplier; or

3.4.4 claim damages for any additional costs incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods and/or the Provision of Services on the due date.

#### 4 DELIVERY TERM

4.1 Delivery term shall be governed and construed in accordance with the provisions of "INCOTERMS" (latest edition) and any amendments thereto.

#### 5 INSPECTION

5.1 The Supplier shall be responsible for ensuring that all inspections and testing of the Goods and/or the Provision of Services are properly and adequately performed.

5.2 The Supplier shall ensure that Purchaser or any third party appointed by him, has the opportunity to inspect and witness any testing of the Goods and/or the Provision of Services at any time at Supplier's workplace or at any other places where such Goods and/or the Provision of Services may be.

5.3 Such inspection or testing including the witnessing thereof shall not relieve Supplier from any of its responsibilities and liabilities under the Purchase Order.

5.4 The Goods and/or the Provision of Services will be subject to final inspection and acceptance or rejection upon arrival at their destination as specified in the Purchase Order.

#### 6 PAYMENT

6.1 Payment will be effected within Thirty (30) days End of Month after receipt of an undisputed invoice (together with supporting documents) by the Purchaser provided always that the Purchaser has accepted the Goods and/or the Provision of Services pursuant to Clause 8 below, or as otherwise agreed and stipulated in the Purchase Order.

#### 7 CHANGE

7.1 The Purchaser reserves the right at any time to vary the terms of the Purchase Order or any part thereof.

7.2 No change to or modification of the items, specifications, terms, conditions and prices appearing in the Purchase Order shall be binding upon the Purchaser unless expressly agreed in writing by Purchaser.

7.3 The Supplier shall promptly notify the Purchaser in the event that any Goods and/or the Provision of Services subject of the Purchase Order are affected by changes in drawings, specifications or design, but the Supplier shall not without prior written consent of the Purchaser incorporate any such changes in the Purchase Order.

#### 8 PASSING OF PROPERTY AND RISK

8.1 The property and risk in the Goods and/or the Provision of Services shall pass free from all liens, charges and encumbrances to the Purchaser on delivery of the Goods and/or the Provision of Services at the point specified in the Purchase Order and a delivery order is signed.

8.2 The passing of property shall not affect the right to reject the Goods and/or the Provision of Services

#### 9 ACCEPTANCE

9.1 In the case of Goods and/or the Provision of Services delivered by the Supplier not conforming with the Purchase Order whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, the Purchaser shall have the right to reject such Goods and/or the Provision of Services within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without any prejudice to

any other right which the Purchaser may have against Supplier irrespective of whether the Purchaser has in law accepted same. Any acceptance of such Goods and/or the Provision of Services by the Purchaser shall be without prejudice to any rights that the Purchaser might have against the Supplier.

#### 10 TERMINATION

10.1 For Default: In the event of any breach of any of the terms and conditions of the Purchase Order including failure to deliver by the due date, then the Purchaser without prejudice to any other rights, may terminate the Purchase Order and may return Goods and/or the Provision of Services previously supplied under the Purchase Order for full credit by the Supplier.

10.2 In the event of termination due to non-delivery or non-acceptance due to the Supplier's breach of the terms and conditions hereof, the Supplier shall undertake to reimburse all monies paid by the Purchaser prior to the date of termination including all direct costs and expenses incurred by the Purchaser arising from or in connection with the termination.

10.3 For Liquidation or Reconstruction: the Purchaser may terminate the Purchase Order with immediate effect:

10.3.1 if the Supplier makes any arrangement or composition with its creditors or if a bankruptcy petition is presented or if the Supplier enters into liquidation whether compulsorily or voluntarily or has a receiver, liquidator or examiner appointed to the whole or any part of its assets or undertaking or if it takes or suffers any similar action in consequence of debt.

10.3.2 in the event of the ownership or control of the Supplier being materially altered.

10.4 For Convenience: The Purchase Order may be terminated at any time by the Purchaser giving notice in writing. On receipt of such notice, the Supplier will cease production or delivery of the Purchase Order. In full settlement, the Purchaser shall pay a fair and reasonable price for all Goods and/or the Provision of Services delivered or in a deliverable state at the date when such notice is given together with such other changes occasioned directly by the termination as the Purchaser shall consider reasonable.

10.5 In the event of any such rejection or termination, the Supplier shall not be entitled to any compensation or damages in respect of any loss (whether direct, indirect or consequential or otherwise) resulting directly or indirectly therefrom.

10.6 The Supplier may not cancel the Purchase Order or any contract with the Purchaser without the written consent of the Purchaser, which if given shall be deemed to be on the express condition that the Supplier shall indemnify the Purchaser against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

10.7 Termination of the Purchase Order or fulfillment of its terms shall not affect the enforceability of the warranties and indemnities of the Supplier hereunder nor any other provisions of the contract which are capable of surviving termination or fulfillment of the Purchase Order.

#### 11 LIABILITY AND INDEMNITY

11.1 The Supplier agrees to indemnify and at all times to hold the Purchaser, its agents, employees, officers, subsidiaries, associated companies and assigns indemnified from and against any and all liability, damage, loss, cost or expense indirectly or directly arising from or consequential upon:

11.1.1 any act or omission in the performance of or in connection with any or all of the obligations undertaken by the Supplier pursuant to the Purchase Order, whether by reason of the negligence of the Supplier, its agents, employees, or sub-contractors or their agents or employees, or otherwise, including without limitation to the generality of the foregoing any liability arising as aforesaid from any injury to any person or persons but excluding any such liability, damage or loss arising directly from negligence on the part of the Purchaser; and

11.1.2 any and all claims, liabilities, losses, damages, costs and expenses arising out of any death or injury to any person or any damage to or loss of property or any pecuniary loss resulting from any actual or alleged defect in the Goods and/or Provision of Services pursuant to the contract.

Provided that the Supplier shall have no obligation to indemnify under this Clause 11 if and to the extent that any relevant liability, damage, loss, cost or expense incurred was only incurred because the Supplier delivered the Goods and/or Provision of Services strictly in accordance with the designs, plans or specifications supplied by the Purchaser.

11.2 The Purchaser shall not be liable for any loss, or damage or injury (including economic loss, consequential loss or otherwise, howsoever arising suffered by the Supplier or its servants, agents or representatives and in the event of any such liability arising the Supplier shall fully indemnify the Purchaser in respect of it. This Clause 11.2 shall not apply to the extent that same is prohibited by any applicable law.

#### 12 PATENT INDEMNITY

12.1 The Supplier shall protect, indemnify and hold harmless the Purchaser and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any patent copyright or trademark, foreign or domestic, resultant from the use or resale of Goods and/or the Provision of Services.

#### 13 LICENCES, PERMITS AND RECALLS

13.1 If execution of the Purchase Order requires any license or other permit issued in the country of shipment and/or origin, the Purchase Order shall be conditional upon such license or other permit being available at the relevant time. The Supplier shall be fully responsible for obtaining the necessary license and permit.

13.2 The Purchaser and Supplier agree, warrant and represent that they will each comply with all applicable laws, regulations, rules, requirements and ordinances of all governmental authorities, including but not limited to ISO requirements, the Health Products Regulatory Authority & the European Medicines Agency applicable to the use, re-use, manufacture, sale, distribution, transportation, exportation or importation of medicinal products, precursors or ingredients. In particular, the Supplier agrees, warrants and represents that, with respect to the activities to be conducted by the Supplier hereunder, it will maintain all licenses, permits and other approvals necessary to sell, manufacture, distribute, transport, export, import and ship the Goods. If execution of the Purchase Order requires any license or other permit issued in the country of shipment and/or origin, the Purchase Order shall be conditional upon such license or other permit being available at the relevant time. The Supplier shall be fully responsible for obtaining the necessary licenses and permits.

13.3 The Purchaser may be required by any agency (Irish, European, or other foreign regulatory agency), or the Purchaser may voluntarily initiate, a recall of any medicinal products. The Supplier agrees to immediately report to the Purchaser any complaints or other known information regarding the Goods that may be caused by the manufacturing or distribution or that may lead to recall of any medicinal products or any other regulatory action. Upon request from the Purchaser, the Supplier will cooperate with and assist the Purchaser in conducting any recall and will make all applicable records available to the Purchaser in the event of any recall or other quality-related issue.

#### 14 WARRANTY

14.1 The Supplier warrants to the Purchaser and its clients that the Goods and/or the Provision of Services shall comply in every respect with any specifications, drawings and other data forming part of the Purchase Order and shall be free of defective materials or workmanship and is complete without any omissions. The Supplier shall be fully responsible for making good immediately upon being notified by Purchaser any omission and defects in the Goods and/or the Provision of Services or any portion thereof which may appear or occur during the warranty period, which shall not in any case be less than twelve (12) months from the date of completion of offshore commissioning or eighteen (18) months from the date of shipment, whichever occurs first.

14.2 The Supplier shall ensure that the warranty is directly extended to the Purchaser and, at the Purchaser's option, the Purchaser may exercise any of the warranty herein directly against the manufacturer of the Goods and/or the Provision of Services and its agents.

14.3 The Supplier's liability hereunder shall extend to all damages directly caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. The Supplier shall not be liable for any indirect, remote or consequential losses.

14.4 The warranties and remedies provided for in this Clause 14 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding the acceptance by the Purchaser or all or part of the Goods and/or Provision of Services in respect of which such warranties and remedies are applicable.

14.5 The Company shall be entitled to rely on the Supplier's warranties notwithstanding that the Purchaser shall have inspected, tested, accepted or paid for the Goods.

#### 15 CONFIDENTIALITY

15.1 Any Purchase Order placed by the Purchaser including all accompanying designs, drawings, specifications and information which may be treated as confidential and in particular the Supplier shall not make use of the Purchaser's name or the name of any companies associated with the Purchaser for publicity purposes without the consent of the Purchaser.

15.2 All accompanying designs, drawings, specifications and information supplied by the Purchaser to the Supplier or its agent shall remain the property of the Purchaser and shall be returned to the Purchaser on demand.

15.3 The Supplier shall at times (whether during the continuance of this Agreement or after its termination) keep any other information supplied by the Purchaser to the Supplier (other than information forming part of the public domain otherwise than through breach of Clause 15) secret and shall not disclose any of it to any person except to such servants, agents, assignees, transferees or sub-contractors of the Supplier as shall necessarily require such information to execute the Supplier's obligations to the Purchaser under this Agreement.

#### 16 FORCE MAJEURE

16.1 For the purposes of these terms and conditions, "Force Majeure Event" shall include but not be limited to any event beyond the reasonable control of a party including, but not limited to, acts of God, war, riots, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, fire, accident, flood or storm.

16.2 Neither party shall be liable for any failure to fulfill any term of the Purchase Order if fulfillment has been delayed interferred with or prevented by a Force Majeure Event.

16.3 If by any reason of any Force Majeure Event, the Supplier is unable to perform any of its obligations, the Supplier shall use its best endeavours to arrange alternative Goods and/or Provision of Services and if Goods and/or Provision of Services are to be reduced by reason of shortage shall reduce the same only to the extent that such reductions are applied ratably to all customers of the Supplier and in respect of the Supplier's own needs (if any).

#### 17 TAXES AND DUTIES

17.1 All taxes, fees and duties assessed against the Supplier in connection with the Purchase Order by national or local authorities having jurisdiction over the Supplier at its place of business and at place of execution of the Purchase Order shall be for Supplier's account.

#### 18 INSURANCE

18.1 The Supplier shall effect and maintain at its own cost, all applicable insurances as required by law and to cover the Supplier's responsibilities and liabilities under the Purchase Order. Nothing contained herein shall serve in any way to limit or waive the Supplier's responsibilities or liabilities under the Purchase Order.

#### 19 APPLICABLE LAW

19.1 These terms and conditions and the Purchase Order and any agreement into which they are incorporated and any non-contractual obligations shall be governed by and interpreted in accordance with the laws of Ireland and the Purchaser and the Supplier agree to submit to the exclusive jurisdiction of the Irish Courts.

#### 20 ENTIRE AGREEMENT

20.1 The terms and conditions set out on the Purchase Order together with any subsequent amendments made in writing by the Purchaser represent the entire terms and conditions of the agreement between the Purchaser and the Supplier.

#### 21 SPECIAL CONDITIONS

21.1 Where special conditions are stated in the Purchase Order, those conditions shall apply equally with the general terms and conditions shown herein except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

#### 22 SAFETY

22.1 Where a service is being provided on property occupied by the Purchaser, the Supplier shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of the Supplier and shall comply with all the Purchaser's safety regulations and procedures and all applicable laws.

#### 23 WAIVER

23.1 Failure by the Purchaser to enforce the performance of any of the provision of the Purchase Order shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the Purchase Order in any way.

23.2 Any waiver by the Purchaser to any breach of the Purchase Order shall not constitute a precedent nor bind the parties to any subsequent breach by the Supplier.

#### 24 SEVERABILITY

24.1 If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect that shall not affect the legality or enforceability or any other provisions of this Agreement.

These terms and conditions constitute the full terms and conditions and the exclusion of all the other terms and conditions (excluding any terms which the Supplier purports to apply under any purchase order, confirmation of order, specification, or other document)