

Effective Date July 2011

**STANDARD TERMS & CONDITIONS  
OF PURCHASE OF TEVA  
PHARMACEUTICALS IRELAND, a  
TRADING NAME OF NORTON  
(WATERFORD) LIMITED**

**1 Interpretation**

1.1 In these Conditions:

“Buyer” means Teva Pharmaceuticals Ireland a trading name of Norton (Waterford) Ireland whose registered office is situated at Unit 301, Industrial Park, Waterford, Republic of Ireland.

“Conditions” means the terms and conditions set out in this document including any special terms and conditions agreed in writing between the Buyer and the Seller, agreed by authorised representatives of the parties.

“Contract” means the contract, including the Order, for the purchase of the Products or the performance of the Services by the Buyer as governed by these Conditions.

“Delivery Address” means the address for delivery stated in the Order.

“Order” means the Buyer’s purchase order for the Products or the Services.

“Price” means the price of the Products and/or performance of the Services (as the context so requires).

“Products” means, the product(s) set out in the Order.

“Services” means the service(s) set out in the Order.

“Specification” includes any plans, drawings, data or other information relating to the Products or Services.

“Seller” means the company or person who is selling the Products or supplying the Services.

“Writing” includes hand written and typed communication, and comparable means of communication.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation. **3**

1.3 References to any statute or statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute or statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it. **3.1**

1.4 Any phrase introduced by the terms: including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms. **3.2**

**2 Basis of Purchase** **3.3**

2.1 The Order constitutes an offer by the Buyer to purchase the Products and/or the Services subject to these Conditions. **3.4**

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate or which are implied by trade custom or practice or course of dealings, and the Seller waives any right which it otherwise might have to rely on such other terms. However these Conditions do not apply to a written contract between the Buyer and the Seller for the purchase of the Products or Services by the Buyer (unless that contract refers to these Conditions) which has been signed by two directors of the Buyer. **4**

2.3 Unless previously withdrawn by the Buyer, Orders shall be

deemed accepted if not rejected by the Seller by notice in writing within seven (7) days of their date.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

**Specifications**

3.1 The quantity, quality and description of the Products and the Services shall, subject as provided in the Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by an authorised representative of the Buyer.

3.2 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Products prior to delivery, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.3 If following such inspection or testing the Buyer is not satisfied that the Products comply or will comply in all respects with the Contract and the Buyer so informs the Seller within (10) ten working days of inspection or testing then the Seller shall immediately take such remedial action as is necessary to ensure compliance.

3.4 The Products shall be marked in accordance with the Buyer’s instructions and any applicable regulations or requirements of the carrier, and will be properly packed and secured so as to reach their destination in an undamaged condition and fit for their purpose.

**Confidentiality**

4.1 The Seller shall keep and procure to be kept confidential all information pertaining to, belonging to, or held by the Buyer which may come into the Seller’s possession during the period of the Contract and shall not without the prior written consent of the Buyer divulge the existence of the Contract or disclose any of the aforementioned information to a third party for any purpose other than is necessary to fulfil its obligations under the Contract. The above conditions shall not apply to any information that is already within the public domain or comes into the public domain, other than through breach of obligations of the Conditions, or is required to be disclosed under any



	latent defect has become apparent. No inspection or testing by the Buyer whether before or after delivery of the Products nor the signing of any delivery note or acknowledgement of receipt shall be deemed to constitute or evidence acceptance or approval of the Products for the purposes of the Sale of Goods Act 1979 nor be deemed a waiver of the Buyer's rights either to cancel or return all or any part thereof where the Products are found to be defective or not in accordance with the Contract, Order and Specification.		(c) will correspond with any relevant Specification or sample; and		essence; and
			(d) will comply with all statutory and regulatory requirements relating to the manufacture labelling, packaging, storage, packing, handling delivery and sale of the Products and shall at all times maintain all necessary licences and consents; and	(d)	it shall comply with all instructions; and
			(e) will be accompanied with accurate, complete and comprehensive instructions for treatment assembly, use and/or storage of the Products; and	(e)	it will comply with all statutory and regulatory requirements relating to the performance of the Services ad that it shall at all times maintain all necessary licences and consents.
8.2	The Seller shall promptly keep the Buyer informed of any matter of which it is or reasonably should, as supplier of the Products, be aware relating to the storage, transportation, handling, assembly or use of the Products by the Seller (including legislation or advice from responsible or professional or legal bodies in respect of raw material used in the manufacture of the Products) and the actions it has taken or proposes to take and those that the Seller should take in relation to such matters.			10.3	Without prejudice to any other remedy or right that the Buyer may have, if any Products or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled, at the Buyer's sole option to have one or more of the following rights:
			(e) will be accompanied with accurate, complete and comprehensive instructions for treatment assembly, use and/or storage of the Products; and	(a)	to require the Seller to repair or to supply replacement Products or re-perform the Services in accordance with the Contract and the Specification within seven (7) days, and to reimburse the Buyer for carriage charges incurred by the Buyer in returning the non-conforming Products to the Seller;
			(f) it has good title to the Products and that the Products are free from undisclosed charges, encumbrances or liens.	(b)	whether or not the Buyer has previously required the Seller to repair the Products or to supply any replacement Products or Services, to treat the Contract in whole or in part as discharged by the Seller's breach and require the full repayment of any part of the Price which has been paid;
<b>9</b>	<b>Risk and Property</b>				
9.1	Risk and title to the Products shall pass to the Buyer upon delivery in accordance with the Contract.	10.2	In providing the Services the Seller undertakes, represents and warrants to the Buyer that:		
9.2	If payment for the Products is made prior to delivery, title shall pass to the Buyer once payment has been made.		(a) the Seller shall carry out the Service strictly in accordance with the Order and Specification;	(c)	recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining Products or Services from another supplier;
<b>10</b>	<b>Warranties and Liability</b>				
10.1	The Seller undertakes, represents and warrants to the Buyer that the Products:		(b) the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances; and	(d)	the right to cancel the Contract and treat the Contract as never having been entered into;
	(a) will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication and the Buyer relies upon the Seller's skill and judgement; and		(c) the time of performance of the Services is of the	(e)	the right to reject the relevant Products;
	(b) will be free from defects in design, material and workmanship; and			(f)	the right to refuse to accept any subsequent delivery of the Products; and/or
				(g)	the right to delay or refuse payment or require

	<p>repayment of the Price whether or not the Buyer has previously required the Seller to repair the Products, supply replacement Products or re-execute the Services.</p>		<p>party, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;</p>		<p>not less than £5,000,000.00 for any one claim arising out of any one incident or event and without limit as to the number of claims during the period of insurance.</p>
				<b>12</b>	<b>Termination</b>
10.4	<p>These Conditions shall apply to any substituted or remedial Services and replacement Products supplied to the Seller</p>		(d) any liability under the Consumer Protection Act 1987 in respect of the Products;	12.1	<p>The Buyer shall be entitled to cancel the Order in respect of all or part only of the Products and/or Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability will be to pay to the Seller the Price for the Products or Services in respect of which Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from the cancellation. The Buyer may cancel the Order without incurring any payment charges, if such order is cancelled within seven (7) days of it being placed.</p>
10.5	<p>The Buyer's rights under this Contract is in addition to its rights and remedies implied by statute or common law.</p>		(e) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing of the Products or performing the Services; and		
10.6	<p>If the Buyer claims that an Order has not been fulfilled or has been incorrectly fulfilled the Seller shall be deemed to accept the validity of this claim unless it serves written notice on the Buyer disputing the claims and stating the reasons for dispute within (7) seven days.</p>		(f) any act or omission of any of the Seller's personnel in connection with the performance of the Services and Consumer Protection Act 1987 in relation to the Products.	12.2	<p>The Buyer shall be entitled to terminate the Contract with immediate effect without liability to the Seller by giving notice to the Seller at any time if:</p>
10.7	<p>The Seller shall indemnify the Buyer, its employees, sub-contractors and agents (who shall not have a duty to mitigate) in full against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including, without limitation, legal (on an indemnity basis) and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred whether wholly or in part resulting directly or indirectly whether or not foreseeable at the date of the Contract as a result of or in connection with:</p>				(a) the Seller suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
		10.8	<p>The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Products or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.</p>		(b) the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
	(a) breach of any warranty given by the Seller in relation to the Products or the Services;				(c) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Seller;
	(b) breach of any of these Conditions;				(d) the Seller suspends or threatens to suspend or ceases, or threatens to cease, to carry on all or a substantial part of its business;
	(c) any claim that the Products infringe, or their importation, use or resale, infringes the patent, copyright, design, right, trade mark or other intellectual property rights of any third	11	<b>Insurance</b>		(e) the Buyer reasonably apprehends that any of the events mentioned above is
		11.1	<p>The Seller shall have in force and shall maintain a policy of insurance with a reputable insurance company in respect of its liabilities with a limit of</p>		

	about to occur in relation to the Seller and notifies the Seller accordingly;		party or company except with written authority from the Buyer.		marked by the Seller with international danger symbols and display the name of the material in English. Products must be accompanied by emergency information in English in the form of written instructions, labels and markings. All information held by, or reasonably available to the Seller regarding any potential hazards known to exist in the transport, handling or use of the Products supplied must be immediately communicated and confirmed in writing to the Buyer.
	(f) the Seller commits a persistent or material breach, and if capable of remedy, fails to remedy within seven (7) working days following notification of the breach by the Buyer;	14	<b>Intellectual Property</b>		
	(g) the Seller is subject to a change of control; or	14.1	All materials including, without limitation, any Specifications supplied by the Buyer and any copies made by or for the Seller, shall be the property of the Buyer, shall only be used for the purposes of this Contract, shall be treated by the Seller as strictly confidential and shall be returned by the Seller	16	<b>Technical Support</b>
	(h) Any warranty in clause 10 becomes untrue.		as strictly confidential and shall be returned by the Seller immediately on request to the Buyer at the Buyer's sole risk and cost.	16.1	The Seller shall make available technical staff and support facilities for the Products in the form of experts with technical knowledge of the Products, including without limitation, printed technical literature, handbooks, and catalogues for a period of five (5) years from the date of the Order.
12.3	Termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Buyer accrued prior to termination.	14.2	Any and all intellectual property rights created or acquired in the course of or as a result of any work carried out by the Seller under or in pursuance of the Contract, shall, from the date of their creation or acquisition by the Seller and otherwise, promptly upon request by the Buyer, belong exclusively, throughout the world, to the Buyer.	17	<b>Labelling</b>
12.4	Upon termination of the Contract for any reason whatsoever:			17.1	A description of the Products, quantity in package, name of individual or department concerned, any special directions for storage, expiry date of contents (where applicable) shall be shown on the outside of every package unless otherwise specified in the Contract.
	(a) (subject to Condition 12.4 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 12;	14.3	The Seller shall grant or procure the grant of an adequate licence or sub-licence to the Buyer at no extra cost, of any Intellectual Property Rights which the Seller does not own, incorporated or utilised in any work done by the Seller for the Buyer in pursuance of the Contract sufficient to enable the Buyer to make full use of such work and to repair, update or maintain the work in which such results are incorporated.	18	<b>Corruption</b>
	(b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and			18.1	The Buyer shall be entitled to terminate the Order and to recover from the Seller the amount of any loss resulting from such cancellation, if the Seller:
12.5	The Supplier shall immediately return to the Buyer (or if the Buyer so requests by notice in writing, destroy) all of the Buyer's property in its possession at the date of termination including, without limitation, all confidential information, and deliverable whether or not then complete together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.	14.4	The Seller hereby agrees and undertakes promptly at the request of the Buyer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Buyer to give effect to the provisions and intentions of this Condition 14.	19	(a) has offered or given or agreed to give any person employed by the Buyer any gifts, payments of considerations or any kind of inducement in relation to the obtaining or execution of any Products or Services; or
<b>13</b>	<b>Sales to Third Parties</b>			19.1	(b) has not complied with all applicable laws, statutes and regulations relating to anti bribery and anti-corruption. .
13.1	The Seller agrees not to sell items made to the Buyer's specific instructions to any person, third	15	<b>Hazardous Products</b>		<b>General</b>
		15.1	Hazardous Products must be	19.1	The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any third party any of its right or subcontract any of its obligations under the Contract.

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| 19.2 | Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. | 19.4 | If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in | 19.5 | The Seller and the Buyer do not intend that any term of the Contract shall be enforceable by any person who is not a party to it, save for an affiliate of the Buyer. | 19.6 | The Contract shall be governed by the laws of England and is subject to the exclusive jurisdiction of the Courts of London. |
| 19.3 | No waiver by the Buyer of any breach of the Contract by the                                                                                                                                                                                                                                                                                |      |                                                                                                                                                                                                                           |      |                                                                                                                                                                       |      | question shall not be affected thereby.                                                                                     |

Signed by

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Dated