

STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES – TERUMO BCT LTD 2021

1. Definitions

In these Terms and Conditions, the following terms have the following meaning:

1.1 **"Applicable Data Protection Laws"** means:

1.1.1 To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

1.1.2 To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

1.2 **"Appendix"** means an Order, Purchasing Specification or Quality Agreement or an appendix to these Terms and Conditions.

1.3 **"Certificate Of Analysis"** means a certificate which contains batch specific manufacturing information pertaining to the product supplied.

1.4 **"Certificate Of Conformity"** means a certificate which confirms that product has been manufactured in accordance with specification.

1.5 **"Commencement Date"** means the date of the Order.

1.6 **"Customer" or "Terumo BCT Parties"** means Terumo BCT and its officers, directors, employees, agents and representatives and their successors and assigns.

1.7 **"Confidential Information"** means all information whether commercial, financial, Quality, operational or otherwise in any format, disclosed by one Party to the other Party in connection with the provision of Goods pursuant to these Terms and Conditions which by its nature is clearly confidential (whether or not that information is marked or designated as confidential or proprietary) whether disclosed orally in documentary form, by documentation or otherwise and including the terms of these Terms and Conditions.

1.8 **"Contract"** means the agreement between Terumo BCT and the Supplier for the supply of Goods and/or Services incorporating these Terms and Conditions.

1.9 **"Delivery Address"** means the address stated in the Order.

1.10 **"Delivery Date"** means the date stipulated in an Order, (or as otherwise agreed) for the delivery of the Goods.

1.11 **"Delivery Documentation"** means documentation which accompanies a delivery that is clean, with no manual alterations, unless clearly signed, and states at a minimum, the following information: Terumo BCT's purchase Order number; Terumo BCT's item number; Terumo BCT's description; Supplier lot number; quantity delivered and Delivery Date

1.12 **"Good Manufacturing Practice" ("GMP")** means the current pharmaceutical industry standard product description, manufacturing processes, quality control,

packaging instructions, specifications and guidelines relating to the manufacture, testing, analysis and packaging of medicinal products.

1.12 **"Good Distribution Practice" ("GDP")** means that part of quality assurance which ensures that products are consistently stored, transported and handled under suitable condition as required by the marketing authorisation (MA) or product specification.

1.13 **"Goods"** means any goods or services (if any) so provided in the Order.

1.14 **"Mandatory Policies"** means Terumo BCT's business policies and codes listed on its website from time to time at www.terumobct.com.

1.15 **"Order"** means a document on Terumo BCT's prescribed form electronically approved by Terumo BCT authorised personnel and included as an Appendix to these Terms and Conditions and made a part hereof. **"Party"** means a party to these Terms and Conditions.

1.16 **"Price"** means the price for the Goods ascertained in accordance with the Supplier's list given from time to time or from specific quotations as the case may be.

1.17 **"Purchasing Specification"** means a document as prepared and delivered by Terumo BCT from time to time and included in an Appendix, and detailing descriptions and instructions of Terumo BCT concerning the Goods to be supplied, the packaging, storage, labelling, documentation, delivery and any other specific instruction as to be observed by Supplier in the resource and supply of the Goods.

1.18 **"QA System"** means the sum of the mechanisms which ensure that the Goods are of the quality required for their intended use. This encompasses Good Manufacturing Practices, Good Distribution Practices and quality control to ensure the specifications are met.

1.19 **"Quality Agreement"** means a document as prepared by Terumo BCT from time to time, agreed to by Supplier, detailing the Quality and operational requirements in supplying the Goods.

1.20 **"Sample"** means representation of potential Goods to be supplied/manufactured.

1.21 **"Services"** means the services, including any Deliverables, to be provided by the Supplier under the Order

1.22 **"Supplier Parties"** means Supplier and its officers, directors, employees, agents and representatives and their successors and assigns

1.23 **"Sponsor"** means Terumo BCT's client.

1.24 **"Term"** means the period from the Commencement Date until these Terms and Conditions terminates

1.25 **"Terms and Conditions"** means the standard terms and conditions of purchase set out in these Terms and

Conditions and (unless context otherwise requires) includes any special terms and conditions agreed in writing between Terumo BCT and the Supplier.

- 1.26 **“Terumo BCT”** means Terumo BCT Ltd registered in Northern Ireland with company number NI049717 and registered address at Old Belfast Road, Millbrook, Larne, BT40 2SH.
- 1.27 **“Writing”** includes facsimile transmissions; emails and comparable means of communication.

2. Basis of Purchase

The Order constitutes an offer by Terumo BCT to purchase the Goods and/or Services subject to these Terms and Conditions.

These Terms and Conditions shall override any other terms or conditions stipulated by the Supplier in any confirmation of an order document or any other document issued by the Supplier or in any negotiations and so that these Terms and Conditions provides the only conditions of purchase under which Terumo BCT purchases the Goods and/or Services. Acceptance of the Order constitutes acceptance of these within these Terms and Conditions.

No variation to the Order or these Terms and Conditions shall be binding unless agreed in Writing between the authorised representatives of Terumo BCT and the Supplier.

SUPPLIER OBLIGATIONS

3. Supply of Goods

- 3.1 Supplier will only deliver approved materials that conform to the agreed Specification and, where applicable, the terms of the Quality Agreement. Terumo BCT will only accept compliant materials accompanied by a Certificate of Conformity. Supplier will not accept Orders unless accompanied by a Terumo BCT Order number, with the exception of Sample requests
- 3.2 The Supplier shall comply with all current applicable European regulations or any other legal requirement, including GMP and GDP concerning the manufacture, packaging, packing and delivery of the Goods.
- 3.3 The Supplier shall not unreasonably refuse any request by Terumo BCT to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall provide Terumo BCT with all facilities reasonably required for such inspection and testing.
- 3.4 If as a result of inspection or testing Terumo BCT finds that the Goods will not comply with these Terms and Conditions, the Supplier shall take such steps as are necessary to ensure compliance.
- 3.5 The Goods shall be marked in accordance with Terumo BCT’s instructions and any applicable regulations or requirements of the carrier.
- 3.6 Samples and/or a product specifications / Quality data sheets / cad drawings and artwork files (if

applicable) relating to the Goods must be approved by Terumo BCT prior to supply. Throughout the life cycle of the product regulatory status of materials must be made available in a reasonable timeframe to support tenders and certifications.

- 3.7 Supplier will operate and maintain a QA System and will ensure that comparable controls are followed by their own source component supply. Supplier will securely store all records of implementation of their QA System made and data relating to traceability agreed by Terumo BCT and Supplier.
- 3.8 Supplier shall not pledge the credit of Terumo BCT in any way without Terumo BCT’s consent in Writing.
- 3.9 Supplier shall keep accurate and separate financial records and accounts in respect of the supply of Goods and have them audited by qualified auditors once a year.
- 3.10 Supplier shall permit Terumo BCT or its representatives at all reasonable times to inspect and take all things material to the Goods and for this purpose to enter any premises used in connection with the supply of the Goods.
- 3.11 Unless otherwise agreed in writing, Supplier shall maintain at its own cost with an insurer of repute during the term of these Terms and Conditions, public liability and product liability insurance in such amounts and covering such risks, as is considered reasonable and prudent in Supplier’s industry

4. Supply of Services

- 4.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Terumo BCT in accordance with the terms of the Contract.
- 4.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Terumo BCT notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 4.3 In providing the Services, the Supplier shall:
- 4.3.1 co-operate with Terumo BCT in all matters relating to the Services, and comply with all instructions of Terumo BCT;
- 4.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
- 4.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
- 4.3.4 ensure that the Services will conform with all descriptions, standards and specifications and that the Deliverables shall be fit for any purpose that Terumo BCT expressly or impliedly makes known to the Supplier;

- 4.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 4.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Terumo BCT, will be free from defects in workmanship, installation and design;
- 4.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services; AND
- 4.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Terumo BCT's premises.

5. Supply of Goods and Services

- 5.1 Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by Terumo BCT to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain Terumo BCT Materials in good condition until returned to Terumo BCT, and not dispose or use Terumo BCT Materials other than in accordance with Terumo BCT's written instructions or authorization.
- 5.2 Supplier will not do or omit to do anything which may cause Terumo BCT to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Terumo BCT may rely or act on the Services.
- 5.3 Supplier will only deliver the quantity of Goods or Services documented in the Order, unless otherwise approved by Terumo BCT.
- 5.4 Supplier shall provide cost reductions to occur from the date of execution of this Contract or as mutually agreed between the Parties in writing. Such reductions may be either through manufacturing efficiency gains, through component pricing improvements or through cost reductions, so long as any component changes are approved in advance and in writing.
- 5.3 Supplier shall not make any changes to the Specification of the Goods/Services without express prior written permission from Terumo BCT.
- 5.4 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Terumo BCT. If Terumo BCT consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

6. Customer remedies

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Terumo BCT shall, without

limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.3 to recover from the Supplier any costs incurred by Terumo BCT in obtaining substitute goods and/or services from a third party;
- 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Terumo BCT which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Goods are not delivered by the applicable date or the Services are not performed by the applicable date, or both, Terumo BCT may, at its option, claim or deduct 0.5 % of the price of the Goods for each week's delay in delivery of the Goods and/or claim or deduct 0.5 % of the price of the Services for each week's delay in performance of the Services, in each case by way of liquidated damages, until the earlier of delivery of the Goods or performance of the Services, as applicable, or termination or abandonment of the Contract by Terumo BCT], up to a maximum of 5% of the total price of the Goods (in respect of late delivery of the Goods) and up to a maximum of 5% of the total price of the Services (in respect of late performance of the Services). If Terumo BCT exercises its rights in respect of late delivery under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the late delivery of the Goods. If Terumo BCT exercises its rights in respect of late performance under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1.1 in respect of the late performance of the Services.
- 6.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in **Error! Bookmark not defined.** and condition 5, then, without limiting or affecting other rights or remedies available to it, Terumo BCT shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- 6.3.5 to recover from the Supplier any expenditure incurred by Terumo BCT in obtaining substitute goods from a third party; and
- 6.3.6 to claim damages for any additional costs, loss or expenses incurred by Terumo BCT arising from the Supplier's failure to supply Goods in accordance with **Error! Bookmark not defined.**3 and condition 5.
- 6.4 If the Supplier has supplied Services that do not comply with the requirements of clause 4 and 54.3.4 then, without limiting or affecting other rights or remedies available to it, Terumo BCT shall have one or more of the following rights and remedies:
 - 6.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.4.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.4.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 6.4.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.4.5 to recover from the Supplier any expenditure incurred by Terumo BCT in obtaining substitute services or deliverables from a third party; and
 - 6.4.6 to claim damages for any additional costs, loss or expenses incurred by Terumo BCT arising from the Supplier's failure to comply with conditions 4 and 5.
- 6.5 These Terms and Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.6 Terumo BCT's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Terumo BCT's obligations

- 7.1 Terumo BCT shall:
 - 7.1.1 provide the Supplier with reasonable access at reasonable times to Terumo BCT's premises for the purpose of providing the Services; and
 - 7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. Specifications

The quantity, quality and description of the Goods shall be as specified in the Order and/or in any applicable Purchasing Specification.

9. Price and Payment

- 9.1 The price for the Goods:
 - 9.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 8.1.2. shall (unless otherwise stated on the Order) be inclusive of the costs of packaging, insurance and carriage, of

the Goods. No extra charges shall be effective unless agreed in writing and signed by Terumo BCT.

- 9.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Terumo BCT, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of the Goods, the Supplier shall invoice Terumo BCT on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Terumo BCT on completion of the Services. Each invoice shall include such supporting information required by Terumo BCT to verify the accuracy of the invoice, including the relevant purchase order number.
- 9.4 The Supplier shall be entitled to invoice Terumo BCT on or at any time after the delivery of the Goods and/or Services and each invoice shall quote the number of the Order
- 9.5 All invoices shall state the following information:
 - i. Delivery Address;
 - ii. Delivery date;
 - iii. Invoice serial number;
 - iv. Terumo BCT Order number;
 - v. Item number;
 - vi. Description;
 - vii. Quantity Delivered;
 - viii. Item costs.
- 9.6 Unless otherwise stated in the Order, Terumo BCT shall pay the price of the Goods/and or Services as specified in the Order in line with the agreed payment terms i.e., 90 (days) of receipt by Terumo BCT of a proper invoice or, if later, after acceptance of the Goods/and or Services in question by Terumo BCT and unless Terumo BCT disputes the price.
- 9.7 Terumo BCT shall be entitled to set off against the Price any sums owed to Terumo BCT by the Supplier. If a deposit is payable by Terumo BCT to the Supplier this deposit will be recoverable if the Supplier is in breach of these Terms and Conditions.
- 9.8 Credit claims should be dealt with promptly by Supplier. If a valid credit note is not received by Terumo BCT from Supplier before payment is due, then the invoice will be held until credit note is received. All claims made by Terumo BCT shall be made only in good faith and only as a result of bona fide claims.
- 9.9 All invoices and/or credit notes shall be sent to, Accounts Payable Department, Terumo BCT via email at Larne.adminoffice@Terumo BCTbct.com.
- 9.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Terumo BCT to inspect such records at all reasonable times on request.

10. Packaging

The packaging of Goods supplied by Supplier shall be of sound quality, to ensure that such Goods are protected from damage or deterioration during transportation to Terumo BCT.

11. Delivery

11.1 The Goods shall be delivered to the Delivery Address on the date or within the period agreed in the Order, in either case, on the allocated delivery time slot and time shall be of the essence.

11.2 Where Supplier cannot deliver the Goods within Terumo BCT's business hours, Supplier shall obtain Terumo BCT's consent and provide a minimum of twenty-four (24) hours notice to deliver Goods outside Terumo BCT's business hours. Supplier will ensure that all Goods delivered by Supplier to Terumo BCT are accompanied with proper Delivery Documentation.

11.3 If there is a defect in any one instalment Terumo BCT will, at Terumo BCT's option, request the Supplier to replace the defective instalment in a timely manner or refund the cost of such instalment. If delivery is by instalments then Terumo BCT may, upon agreement with the Supplier, terminate the Order, without effect on these Terms and Conditions and reject all subsequent instalments

11.4 The Supplier acknowledges that conformity of the Goods with the relevant Appendix and these Terms and Conditions and particularly with GMP and GDP is of the essence and accordingly Terumo BCT shall be entitled to reject any Goods delivered which are not in accordance with GMP or GDP and the relevant Appendix or these Terms and Conditions.

11.5 The Supplier, upon receiving notice from Terumo BCT of any loss or damage or deterioration to the Goods in transit, shall, use best efforts to immediately replace the Goods damaged or lost in transit free of charge to avoid any undue delays in Terumo BCT's shipments to its Sponsors or refund any costs paid by Terumo BCT.

12. Risk and Property

12.1 Title in the Goods shall pass to Terumo BCT upon delivery.

12.2 Risk of damage to or loss of the Goods shall pass to Terumo BCT upon delivery to the Delivery address in accordance with the relevant Order and these Terms and Conditions.

12.3 Transport of Goods to the Delivery Address shall be at the risk of the Supplier and Supplier shall confirm it has adequate transport insurance to cover such risk.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs,

customers, clients or suppliers of the other party, except as permitted by condition 13.2.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this **Error! Bookmark not defined.**13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Compliance with relevant laws and policies

14.1 In performing its obligations under these Terms and Conditions, the Supplier shall:

14.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and

14.1.2 comply with the Mandatory Policies.

15. Data protection

15.1 In this condition 15, the terms "**personal data**" and "processing" have the meanings given to them in the Applicable Data Protection Laws.

15.2 Each party shall comply with any data protection, privacy and any similar or equivalent laws in each relevant jurisdiction relating to personal data ("**Data Protection Laws**"), including but not limited to, the Applicable Data Protection Laws and the data protection principles that apply in relation to any Protected Data and shall comply with all Data Protection Laws relating to the processing of personal data including, without limitation, the eighth data protection principle.

15.3 If either party appoints a sub-contractor, then that party shall procure that such sub-contractor complies with all Data Protection Laws.

15.4 Each of the parties shall notify the other if it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this condition relating to Protected Data.

16. Warranties and Liabilities

16.1 The Supplier warrants to Terumo BCT that the Goods will:

16.1.1 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier in Writing at the time the Order is placed;

16.1.2 be free from defects in design, material and workmanship;

16.1.3 correspond with the relevant Appendix; and

16.1.4 comply with all statutory requirements and regulations (including EC requirements and regulations) relating to the sale of the Goods.

16.2 The Supplier warrants to Terumo BCT that the services provided in relation to the Goods will be performed by appropriately qualified and trained personnel, with due care and diligence and to a proper standard of quality.

16.3 Without prejudice to any other remedy, if any Goods are not supplied or performed in accordance with the relevant Appendix and these Terms and Conditions then Terumo BCT shall be entitled:

16.3.1 to require the Supplier to replace the Goods free of charge in accordance with these Terms and Conditions, within a reasonable time; or

16.3.2 at Terumo BCT's sole option, and whether or not Terumo BCT has previously required the Supplier to replace the Goods free of charge, to treat these Terms and Conditions as discharged by the Supplier's breach and require the refund of the cost of the Goods.

16.3 The Supplier shall indemnify Terumo BCT in full against all liability, loss, damages, costs, and expenses (including legal expenses) awarded against or incurred or paid by Terumo BCT as a result of or in connection with:

16.3.1 breach of any warranty given by the Supplier in relation to the Goods and/or Services;

16.3.2 any claim that the Goods and/or Services infringe, or their importation, use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by Terumo BCT;

16.3.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

16.3.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying and delivering the Goods and/or Services; and

16.3.5 any act or omission of the Supplier, the Supplier's employees, agents, sub-contractors or any other third party who the Supplier contracts on behalf of Terumo BCT in connection with the performance of the services in relation to the Goods and/or Services.

Notwithstanding the foregoing, Supplier's obligation of indemnification in this Section 16.3 shall be reduced to the extent the claim is held to have been caused by acts of gross negligence or wilful misconduct by Terumo BCT.

16.4 Neither Party shall be liable to the other or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods, if the delay or failure is beyond such Party's reasonable control. Without prejudice to the generality of the

foregoing, the following shall be regarded as causes beyond its reasonable control:

16.4.1 Act of God, explosion, flood, tempest, fire or accident;

16.4.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

16.4.3 Act, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

16.4.4 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Supplier or Terumo BCT or of a third party);

16.5 Both Terumo BCT and the Supplier shall maintain records in respect of Goods supplied for a minimum of ten (10) years.

17. Termination

17.1 Terumo BCT may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Terumo BCT shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

17.2 If either Party:

17.2.1 becomes the subject of any voluntary or involuntary bankruptcy or other insolvency, liquidation or other similar proceeding, or makes any composition or arrangement for the benefit of its creditors, or has a receiver, administrative receiver, liquidator or administrator appointed over all or any part of its assets or business; or

17.2.2 commits any breach of its obligations under these Terms and Conditions that it does not remedy (if capable of remedy) within thirty (30) days after written notice from the other Party of such breach, then these Terms and Conditions may be terminated at any time by the other Party by written notice with immediate effect. In addition to termination of these Terms and Conditions, the non-breaching Party may exercise any of its rights and remedies at law or in equity.

17.3 Terumo BCT shall have the right to terminate any Order upon reasonable notice to the Supplier and such termination shall not affect any other Order or the remainder of these Terms and Conditions.

17.4 On termination of these Terms and Conditions for any reason neither party shall (subject to the accrued rights of either Party in respect of any breaches of these Terms and Conditions) have any further obligation under these Terms and Conditions to the other.

18. Notices

- 18.1 Any notice under or in connection with these Terms and Conditions shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the Party set out in these Terms and Conditions or at or to such other address as may be subsequently notified by one party to the other.
- 18.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
 - 18.2.1 if delivered personally when left at the address in condition 1;
 - 18.2.2 if sent by recorded delivery three (3) days after posting; and
 - 18.2.3 if sent by e-mail, when received.

19. General

- 19.1 These Terms and Conditions is personal to the parties and neither of them may assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights and obligations under these Terms and Conditions.
- 19.2 Nothing in these Terms and Conditions shall create any partnership, joint venture, or relationship of principal and agent between the Parties.
- 19.3 This Contract and the Quality Agreement contains the entire agreement between the Parties in respect to its subject matter and supersedes all previous agreements and understandings between the Parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 19.4 Each Party agrees that it enters into these Terms and Conditions without relying on any representation, warranty or other provision except as expressly provided in these Terms and Conditions. Accordingly, all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 19.5 These Terms and Conditions is subject to the laws of Northern Ireland. Any dispute arising between the Parties out of, or in relation to, or as a result of these Terms and Conditions or any performance, purported performance or failure of performance of these Terms and Conditions however arising in relation to relationships between them resulting from or attributable to the existence of these Terms and Conditions shall be referred to the Courts of Northern Ireland which shall have exclusive jurisdiction in respect thereto.
- 19.6 The Parties to these Terms and Conditions do not intend that any term of the Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.7 Any reference in these Terms and Conditions to a statute or a provision of a statute shall be

construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

- 19.8 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 19.9 No waiver by either Party of any breach of these Terms and Conditions by the other Party shall be considered as a waiver or any subsequent breach of the same or any other provision.
- 19.10 If any provision of these Terms and 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 Terms and Conditions and the remainder of the provision in question shall not be affected thereby.