

ELI LILLY AND COMPANY (NZ) LTD

PURCHASE ORDER TERMS AND CONDITIONS

1. Application

These Terms and Conditions (“**Terms**”) apply to any purchase order issued by Eli Lilly and Company (NZ) Ltd NZBN 9429039560643 (“**Lilly**”) to you for the provision of goods and/or services (“**Purchase Order**”).

The current version of these Terms which will apply to this Purchase Order is published on the Internet at <https://www.lilly.com/suppliers/accounts-payable/payments> and may be amended from time to time at Lilly's sole discretion.

2. Acceptance

By accepting in writing, shipping goods specified in the Purchase Order (“**Goods**”), commencing services specified in the Purchase Order (“**Services**”), or undertaking any other similar activity in response to the Purchase Order (and within any timeframe specified for acceptance), you agree to accept and be bound by the Purchase Order and these Terms.

3. Scope of Goods and Services

Unless otherwise stated in the Purchase Order, details of the scope of Goods and Services to be provided to Lilly are set out in the relevant quote provided to Lilly by you (“**Quote**”).

4. Other Terms and Conditions

These Terms and any document incorporated by reference, including the Purchase Order, constitute the entire agreement of the parties about their subject matter. These Terms override any other terms or conditions contained in any Quote, invoice, estimate, scope of work or other document issued by you or Lilly. If additional or different terms and conditions are specified in the Purchase Order which are inconsistent with these Terms, the Purchase Order will take precedence over these Terms to the extent of any inconsistency.

5. Delivery

You must deliver any Goods and perform any Services within the time stated in the Purchase Order. If you do not deliver all the Goods and perform all the Services specified in the Purchase Order within the time stated in the Purchase Order, or as otherwise agreed by the parties, Lilly may cancel all or any portion of the Purchase Order without liability.

Subject to section 9, risk and title in the Goods will pass to Lilly on delivery of the Goods at the delivery address specified in the Purchase Order.

6. Price and Invoicing

Any Goods or Services shall be supplied to Lilly for the price specified in the Purchase Order. You are

not entitled to an additional payment for packing or shipping of Goods unless specified in the Purchase Order.

You must provide Lilly with an invoice in respect of any Goods or Services supplied under the Purchase Order within [7] days of supplying such Goods or Services (“**Invoice**”). You will provide all supporting documentation to substantiate the amount charged, on request by Lilly or otherwise required by these Terms. You will use the electronic invoicing portal that Lilly may operate from time to time and for which Lilly will provide you with further information. Invoices and supporting documentation submitted via the electronic invoicing platform will be a record for tax purposes. Lilly will pay you the lesser of the price specified in the Purchase Order and the Invoice by the Friday of the week in which 60 days has passed from the date on which the Invoice is received by Lilly.

7. GST and Taxes

Fees, costs and other expenses payable under the Purchase Order are exclusive of goods and services tax (as defined in Goods and Services Tax Act 1985 (NZ) (“**GST Act**”)) but are inclusive of any other applicable taxes, duties, imposts and other similar charges payable in respect of the Goods or the Services. If goods and services tax is payable, such amount must be specified in an Invoice (which is a tax invoice under the GST Act) and Lilly will pay you an additional amount equivalent to the goods and services tax at the time that payment to you is due.

8. General obligations

You warrant that:

- (i) all Goods and all materials used in performance of the Services will be new, free from defects, of merchantable quality and fit for the purpose for which they are supplied;
- (ii) the Goods will not be subject to any encumbrances, including any charge, lien, pledge or as any other security for payment of a monetary or other obligation;
- (iii) all Goods shipped under the Purchase Order will be accompanied by appropriate delivery papers;
- (iv) the Purchase Order number will appear on all documents and packages produced in connection with the Goods or Services; and
- (v) you will provide the Services to the highest level of skill, care and diligence, including in accordance with any specified timetable and the Services will be free from material defects as regards their performance.

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Lilly will provide you with all information and all access to premises reasonably required by you to deliver the Goods or perform the Services under the Purchase Order. You agree to follow all reasonable directions of Lilly while on Lilly premises.

9. Inspection

Any Goods delivered by you under this Purchase Order are subject to Lilly's inspection and approval, regardless of prior receipt or payment. If Lilly determines, in its sole discretion, that any delivery of Goods which it has inspected is unsatisfactory, Lilly will notify you and may return the Goods to you for a full refund of any price paid by Lilly. Risk and title in the Goods will pass to you upon receipt of notice from Lilly. Transportation both ways will be at your expense.

All Goods specified in the Purchase Order (including any documentation or materials generated in the performance of Services under the Purchase Order) are subject to acceptance testing by Lilly. If, in undertaking acceptance testing, Lilly discovers a non-conformity within 90 days after delivery of any Goods and notifies you of that non-conformity, you will correct the non-conformity at no additional charge or provide a refund to Lilly, at Lilly's sole discretion.

These rights are additional to any rights granted by law.

10. Ownership of Work Product

These Terms do not affect the pre-existing intellectual property rights of either party (including any resources or data provided to you by Lilly for the purposes of performing the Services).

You represent and warrant that the intellectual property rights created or developed for the sole purpose of performing the Services and/or delivery of the Goods ("Work Product") and its use by Lilly will not infringe the intellectual property rights of any person. The Work Product will be owned on its creation or development by Lilly and you must execute all necessary assignments or documentation to vest ownership in Lilly in a timely manner. In relation to all copyright works created under these terms and conditions, you must procure the consents necessary to allow Lilly to materially alter those works and deal with those works without attributing authorship.

11. Insurance

Without limiting your liability to Lilly or third parties, you will maintain any insurance required to meet your indemnification obligations under the Purchase Order and these Terms, including public liability and professional indemnity insurance. You will maintain such insurance from the date of the

Purchase Order to at least 12 months after delivery of any Goods and performance of any Services. Upon request, you must provide Lilly with evidence of such insurance.

12. Compliance with Laws and Standards

Each party will ensure that it complies with all applicable laws, government regulations and industry codes, including, where applicable, the *Privacy Act 2020* and Medicines New Zealand Code of Practice. You also agree to comply with any Lilly policies that you are made aware of, including but not limited to:

- (i) applicable provisions of Lilly's Supplier Privacy Standard as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you;
- (ii) Lilly's Information Security Standard as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you; and
- (iii) Lilly's Supplier Code of Business Conduct as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources/operating-responsibly> or otherwise made available to you.

Unless Lilly directs otherwise, you shall procure at your own expense all permits, licenses and other approvals required to undertake any required activity under the Purchase Order.

13. Notice of Review, Audit or Inspections

You must provide Lilly with immediate notice of any governmental or regulatory review, audit or inspection of your facility, processes, or products that might relate to the subject matter of the Purchase Order. Lilly must be given the opportunity to provide assistance to you in responding to any such review, audit or inspection. You will provide Lilly with the results of any such review, audit or inspection.

14. Books and Records

During the term of the Purchase Order and for three (3) years thereafter, your records relating to the performance of your duties and obligations under these Terms will be open to inspection and subject to audit and reproduction by Lilly or Lilly's nominated agent or representative.

15. Anti-bribery laws

In carrying out its responsibilities under these Terms, each party will comply with all applicable anti-bribery laws in the countries where the party has its principal place of business and where it conducts activities under these Terms. The parties

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understand and agree to comply with the United States Foreign Corrupt Practices Act which generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. You agree to comply with the applicable provisions of the Anti-Bribery Commitments for Lilly Procurement Contracts as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources> or otherwise made available to you.

16. Trade Sanctions

(i) You agree to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), and European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).

(ii) You represents and warrants that neither you, your directors, executive officers, agents, shareholders nor any person having a controlling interest in you are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the Purchase Order to be provided under these Terms, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea and Syria, but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). You further represent and warrants that you shall notify Lilly in writing immediately if you or any of your directors, executive officers, agents, shareholders or any person having a controlling interest in you becomes a Restricted Person or if you become directly or indirectly owned or controlled by one or more Restricted Persons.

17. Termination

Lilly may terminate the Purchase Order (in whole or part) on 5 days written notice to you. In the event of such termination, Lilly shall have no obligation to you except to pay all costs actually and reasonably

incurred by you prior to the date of notification of termination plus a normally accepted trade allowance on such costs as full payment of your overhead and profit.

In no event shall Lilly be obligated to pay an amount in excess of the amount set out in the Purchase Order for the Goods and/or Services. You must, as soon as reasonably practicable after termination, refund to Lilly any payments made to you in advance.

18. Early Termination

If you are in material breach of these Terms, Lilly may immediately terminate a Purchase Order. For the avoidance of doubt, a material breach includes a breach by you of:

- (i) sections 12 to 15 (inclusive); or
- (ii) any other provision of these Terms which expressly provides conduct constituting a material breach.

If the Purchase Order is terminated (in whole or part) as a result of default by you, Lilly shall have no obligation to reimburse you for any Services performed by you and you will not be entitled to any damages, nor will Lilly indemnify you for any loss you may suffer, arising from Lilly exercising its right to terminate under this clause 17.

19. Indemnity

You agree to indemnify Lilly and its officers, employees or agents and will keep them indemnified in connection with any claims, damages, costs, proceedings ("**Claims**") or any other remedies actual, contingent or otherwise, arising directly or indirectly:

- (i) in contract, statute or tort (including negligence) in connection with the Terms, the Purchase Order or their termination (including in relation to carriage and delivery of Goods, or infringement of the intellectual property rights of any person in connection with the Goods or Services); or
- (ii) out of any Claims made by your contractors, agents, affiliates, or employees ("**Your Personnel**"), including in respect of their employment or engagement with you,

except to the extent these Claims arise directly from the wrongful or unlawful conduct of Lilly.

20. Subcontractors

You must not use any subcontractor without Lilly's prior written approval. If you use a subcontractor, you will be fully responsible for Services performed by the subcontractor to the same extent as if the Services were performed directly by you.

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25. Governing Law

These Terms are governed by and must be construed in accordance with the laws in force in New Zealand. You submit to the non-exclusive jurisdiction of the courts of New Zealand.

21. Non-disclosure and Publicity

You will not disclose to any other person any information concerning the Purchase Order, including its existence, whether in a press release, advertising or other materials, without Lilly's prior written consent. You must not refer to the existence of these Terms or Conditions (including the Purchase Order) or use any name relating to Lilly (including "Eli Lilly" or "Eli Lilly New Zealand") unless required by law, in which case you must provide copies of the disclosure to Lilly for the prior review and comment by Lilly. You must not use Lilly's name or logo in any manner which may suggest any relationship, association or endorsement between you and Lilly,

22. Confidentiality

You will keep any information of Lilly which by its nature is confidential or is designated by Lilly as confidential ("**Confidential Information**") confidential and secure at all times. You may only use or disclose Lilly's Confidential Information:

- (i) to the extent necessary to supply Goods or Services under the Purchase Order;
- (ii) if required by law; or
- (iii) if agreed by Lilly in writing.

If you become aware of an unauthorised disclosure or use of any Confidential Information or any such suspected disclosure or use, you must immediately notify Lilly.

You will ensure your employees agree in writing not to use or disclose any information learned or acquired in the delivery of the Goods or performance of the Services, including any information relating to the Work Products or any Confidential Information.

23. Assignment

Your rights and obligations under these Terms are personal to you and may not be assigned to any third party without Lilly's prior written consent.

24. Relationship of the Parties

You acknowledge and agree that, in performing Services, you will be acting as an independent contractor, and neither you nor any of Your Personnel shall be deemed to be employees of Lilly for any purpose. Nothing in the Purchase Order makes either party the principal, agent, partner or joint venturer of the other party. Neither party has the authority to enter into any agreement on behalf of the other party nor shall a party act so as to suggest that it has such authority.