Standard Terms and Conditions of Sale

1. GENERAL

1.1. The contract for the supply of Products between **Kenvue** and the purchaser of the Products (**Buyer**), formed in accordance with clause 2.4 (**Contract**) will be on the terms and conditions set out in this document (**Standard Terms**) to the exclusion of all other terms and conditions (including, without limitation, any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.

1.2. Kenvue may revise these Standard Terms at any time by giving four (4) weeks' written notice to the Buyer. The revised Standard Terms will be effective for all Orders received after that notice period. Kenvue may provide notice by posting revised Standard Terms on the Website.

1.3. The Buyer must keep the terms of any Contract, and any other information provided to the Buyer by Kenvue confidential (including Kenvue's prices, rebates and allowances) and not disclose such information other than as required by law or to its employees or representatives who require the information for the purpose of an Order, provided the Buyer ensures they comply with this obligation of confidence.

2. ORDERS

2.1. The Buyer agrees to place purchase orders for the supply of Products by Kenvue (**Orders**) in the manner specified by Kenvue from time to time, trade electronically with Kenvue in relation to Orders, forecasts and data exchange as requested by Kenvue from time to time and work with Kenvue on supply chain enhancements.

2.2. By placing an Order, the Buyer acknowledges it has read and understood, and agrees it is bound by, these Standard Terms.

2.3. Each Order made by the Buyer to Kenvue is an offer by the Buyer to purchase Products subject to these Standard Terms until the Order is accepted by Kenvue as set out in clause 2.4. Kenvue is not obliged to accept any Order and will advise the Buyer in writing if it rejects an Order, in which case no Contract will be formed.

2.4. A Contract is formed between Kenvue and the Buyer when an Order is recorded in Kenvue's order processing system and Kenvue has generated an Order or track number on its system. A separate Contract is formed in relation to each Order. The Order or track number is on the invoice issued by Kenvue and Kenvue can provide it on request.

2.5. Each Order must be for no less than $5,000 and in the full shipper multiples used by Kenvue at the time of the Order. Any Orders for part of a shipper will be deemed to be an Order for a full shipper.

2.6. Kenvue may cancel the acceptance of any Order at any time before delivery. The Buyer may only cancel an Order with Kenvue's prior written consent.

2.7. Kenvue may discontinue supply of any Product without notice, unless otherwise required by law.

3. PRICE AND GST

3.1. Products will be invoiced in accordance with the Price List prevailing on the date the Order is placed.

3.2. Kenvue may vary the Price List from time to time, effective upon 12 weeks' written notice to the Buyer, where the Territory is Australia or 13 weeks written notice where the Territory is New Zealand. No credit will be granted to the Buyer in the event of a price reduction between the time the Order is received and the time of delivery.

3.3. Unless otherwise stated, prices are in Australian dollars (where the Territory is Australia) or New Zealand dollars (where the Territory is New Zealand) and are exclusive of GST. Where a price is exclusive of GST the Buyer must pay, in addition to the payment or consideration expressed (and without deduction or set off), an amount equal to any GST or other levies applicable on the supply of the Products at the same time payment is due for the Products under clause 6. Kenvue will issue the Buyer a tax invoice for any amount collected on account of GST. Words and expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (where the Territory is Australia) and the *Goods and Services Tax Act 1985* (where the Territory is New Zealand) and have the meaning provided in that Act.

3.4. Buyer must not rely on any information from Kenvue regarding the classification of the Products as taxable or GST free in relation to the supply from the Buyer to the Buyer's customer.

4. PACKAGING

4.1. Kenvue may, in its absolute discretion, vary the packaging used (including the shippers), and the quantity supplied in the packaging, for any Products, and the Buyer agrees that this will not impact the amount of Product specified in an Order.

5. DELIVERY

5.1. Unless otherwise agreed in writing:

5.1.1. Kenvue will, at Kenvue's cost and using Kenvue's preferred carriers or agents, deliver Products to the depot specified by the Buyer (**Delivery Location**); and

5.1.2. the Buyer may only specify one Delivery Location per Order.

5.2. If the Buyer requests express freight of Products or any non-standard form of delivery, the Buyer will be responsible for the freight/delivery costs and such costs will be added to the invoiced costs and be payable at the same time.

5.3. Delivery of the Products to the Buyer occurs when possession or control of the Products passes to the Buyer, its agent or carrier, whether at the Delivery Location or such other location agreed in writing by Kenvue and the Buyer (**Delivery**).

5.4. A receipt for the Products signed by or on behalf of the Buyer is conclusive evidence of (but not necessary to establish) Delivery.

5.5. Kenvue will make reasonable efforts to deliver Products on a specific date requested by the Buyer or, if any of those dates fall on a weekend or public holiday, the first working day after that date. However, the parties agree that time is not of the essence in respect of Delivery and Kenvue will not be liable to the Buyer for failure to deliver on any specific date. Where the Buyer does not take Delivery on the relevant delivery date the purchase price becomes immediately payable by the Buyer and Kenvue is entitled to store the Products without liability to Kenvue and at the Buyer's cost and risk.

5.6. Kenvue may deliver Products in instalments of any amounts it may determine, and each such instalment or partial delivery will be a separate Contract as each such partial amount will comprise the "Products" under the Contract. Kenvue will issue separate invoices for Products delivered in each such instalment.

6. PAYMENT

6.1. Products will be invoiced by Kenvue on delivery or in the case of the Buyer organising it's own collection and transportation of the goods, on collection of the goods by the Buyer's transportation provider.

6.2. Unless Products are expressly sent on C.O.D terms, or other terms are notified by Kenvue in writing, Buyer must pay invoices within 30 days of the date of invoice. Invoices must be paid by the Buyer in full without set-off or deduction of any kind.

6.3. If the Buyer fails to pay an amount on the due date:

6.3.1. Kenvue may notify the Buyer that all amounts then owing to Kenvue under the relevant Contract are immediately due and payable;

6.3.2. the Buyer will pay Kenvue interest on all overdue amounts on a daily basis from the due date for payment at the Reserve Bank of Australia's Interbank Overnight Cash Rate from time to time plus 5%;

6.3.3. Kenvue may decline or cancel any Order or withhold further delivery until all monies due to Kenvue are paid;

6.3.4. Kenvue may vary or withdraw credit at its discretion;

6.3.5. the Buyer must, on demand, pay all reasonable collection costs on all outstanding amounts on the Buyer's account.

7. RISK AND TITLE

7.1. Title in the Products and risk of damage to or loss of the Products passes to the Buyer on Delivery.

7.2. The Buyer must only sell the Products at arm's length to a third party in the ordinary course of its business.

7.3. The Buyer acknowledges and agrees that:

7.3.1. these Standard Terms constitute a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (where the Territory is Australia) or the *Personal Property Securities Act 1999* (NZ) (where the Territory is New Zealand) ("**PPSA**");

7.3.2. a security interest is taken in all goods previously supplied by Seller to the Buyer (if any) and all goods that will be supplied in the future by Seller to the Buyer during the continuance of the parties' relationship including, without limitation, any commingled or processed goods which incorporate the goods and all proceeds of the goods; and

7.3.3. at Kenvue's request, the Buyer will do all such things as Kenvue may require in order to ensure that the security interest created under these Standard Terms constitutes a first ranking perfected purchase money security interest over the goods.

8. CLAIMS AND RETURNS

Kenvue will not be liable for any claims made outside the following time limitations:

8.1. **Claims for non-compliance with Order or damaged goods:** The Buyer must inspect the Products on delivery and shall within **7 days** of delivery notify Kenvue of any alleged non-compliance with the relevant Order, shortage in quantity or damage to the goods occurring prior to delivery. Such notification must include sufficient detail for Kenvue to adequately consider the claim and the Buyer shall provide any further evidence reasonably requested by Kenvue (e.g. photographs of damage). If the Buyer fails to comply with these provisions the Products shall be conclusively presumed to be in accordance with these Standard Terms and free from any damage or defect and Kenvue shall not incur any subsequent liability whatsoever in relation to the Products. Kenvue will advise the Buyer within a reasonable time whether or not it accepts the Buyer's claim.
Without limiting the other provisions of clause 8, the following Products will not be accepted for return:

8.1.1. Products sold on a non-return basis;

8.1.2. Products having a broken seal, label removed or a chemist label or price tag attached;

8.1.3. Expired dated Products; or

8.1.4. Products involved in a fire sale, sacrifice sale or bankruptcy sale.

8.2. **Claims for non-payment**: Buyer must make all claims in relation to money or refunds allegedly owed by Kenvue under this Contract or any other agreement between the Buyer and Kenvue in relation to the sale or promotion of Kenvue's Products, within **1 year** of the payment being due and payable (**Claim Period**). Buyer agrees that Kenvue is under no obligation to pay, and Buyer waives all rights to reclaim in respect of, any claim notified to Kenvue outside of its respective Claim Period.

8.3. **Other claims under this Contract**: Kenvue will not be liable for any other claim (not covered by clauses **Error! Reference source not found.** or 8.2 above) by the Buyer, whether arising out of a breach of contract or in any other way, including claims in equity or tort, or arising under statute, unless within **30 days** of delivery of the Products about which the claim is made, the Buyer has given written notice to Kenvue, addressed to your then current Account Manager and specifying the claim in detail and such notice has been received at Kenvue's registered office. Time is an essential term of the Contract for the purpose of such claim notices.

8.4. Nothing in clause 8 limit any rights of the Buyer which cannot be excluded or limited at law.

8.5. The Buyer must not return any Product to Kenvue unless the return has been authorised by Kenvue (or is otherwise required by law) and Kenvue has provided the Buyer with a 'Return Authority Number'.

8.6. It is the responsibility of the Buyer to ensure the Products it is authorised to return are returned in the condition in which they were delivered, with all packaging material intact.

8.7. For Products that Kenvue has agreed in writing that the Buyer is entitled to return, Kenvue's liability is (to the extent permitted at law) limited to repairing/replacing the goods or issuing a credit note (at its option).

9. PHARMACY REBATES

9.1. This clause 9 only applies to Buyers that are pharmacy wholesalers.

9.2. Where a Kenvue representative places an order (**Sales Turnover Order**) with the Buyer on behalf of the ultimate purchaser to whom those Products will be delivered by the Buyer (**Ultimate Purchaser**), the Buyer agrees to provide the Ultimate Purchaser with any pharmacy discount noted on the Sales Turnover Order placed by Kenvue. The Buyer must keep and maintain accurate books of account and records of rebates claimed in respect of those pharmacy discounts along with supporting documentation, including a statement in respect of each Ultimate Purchaser detailing the Products distributed to that Ultimate Purchaser in the previous month, the name, address and account number of the Ultimate Purchaser, the relevant invoice number, the date of shipment and delivery address, the quantity shipped, Kenvue's list price, the Buyer's list price, the value of the pharmacy discount and the actual price of each line of Product sold to the Ultimate Purchaser, as well as any cancellations, alterations or returns by that Ultimate Purchaser (**Records**). The Buyer must provide copies of the Records to Kenvue on 5 business days' notice if requested.

9.3. Each month (on a date specified by Kenvue), the Buyer must notify Kenvue in writing of the Buyer's calculation of the rebates due to the Buyer in respect of sales made to Ultimate Purchasers in the previous month, taking into account any cancellations, alterations or returns by any Ultimate Purchasers during that month as a reduction in the rebate due to the Buyer (**Buyer's Rebate Calculation**). Kenvue will review and validate the Buyer's Rebate Calculation and notify the Buyer whether the claimed rebate amount has been authorized (in full or in part) or if Kenvue disagrees with the Buyer's Rebate Calculation. Once a rebate amount has been authorized by Kenvue, it will be settled by Kenvue by the end of the month following the month in which Kenvue accepts the Buyer's Rebate Calculation provided that:

9.3.1. the Buyer has already allowed the Ultimate Purchaser the rebate in accordance with this clause 9; and

9.3.2. the Buyer is not in breach of the Contract.

9.4. Where the Buyer has received a rebate that is not authorised by Kenvue, a notice or document issued by any Kenvue authorised representative stating the amount the Buyer owes Kenvue for unauthorised rebates, is conclusive evidence of the amount owed by the Buyer as at that date, and the Buyer must pay that amount to Kenvue within seven (7) days of demand.

10. RESALE BY BUYER

10.1. The Buyer must not give or make any undertaking, assertion or representation in relation to the Products without Kenvue's prior written approval. In any event, Buyer must not make any representations or advertise the Products in a manner contrary to any laws, including any health and safety regulations or therapeutic goods requirements, and must not make any representations or advertise the Products in a manner that promotes or suggests the unauthorised use of therapeutic goods.

10.2. The Buyer must ensure that any retailer that purchases any Products from the Buyer complies with clause 10.1.

11. SOURCE OF PRODUCTS AND EXPORT PROHIBITION

11.1. The Buyer must not obtain Kenvue goods, including Products, for distribution or resale in the Territory from any person, firm or company (including any other Kenvue company) other than Kenvue.

11.2. Products purchased by the Buyer may only be used or resold for use in the Territory. The Buyer agrees it must not resell the Products to anyone whom it knows or ought to know intends to export the Products outside of the Territory.

11.3. Buyer must not alter, remove or tamper with any of the numbers, trade or other marks attached to or placed on the Products.

12. STORAGE AND HANDLING OF PRODUCT

12.1. It is the Buyer's responsibility:

12.1.1. to ensure all applicable health and safety regulations and therapeutic goods requirements and the Code of Good Wholesaling Practice for Medicines in Schedules 2, 3, 4 and 8 (where applicable) are observed, and all other appropriate steps are taken, in relation to the storage, handling, sale and use of the Products once they are delivered to the Buyer;

12.1.2. where information is supplied to the Buyer on potential hazards relating to Products, to ensure such information is brought to the attention of its Personnel, sub-contractors, visitors and customers, and pass such information on to its own customers who are wholesalers or retailers.

12.1.3. to maintain a suitable place of business and adequate warehouse facilities within the Territory for the safe, proper and secure storage, segregation, temperature control, handling and transportation of Products, including those goods that may be classified as hazardous materials; and

12.1.4. to maintain safe facilities for the reception of Products into storage.

13. RIGHT TO AUDIT

13.1. The Buyer agrees to allow Kenvue or its designee to periodically conduct audits to verify compliance with these Standard Terms.

13.2. The Buyer agrees to provide the audit team with access to all applicable records and facilities and provide any additional information on request of the auditors, in order to complete a proper and thorough audit.

14. COMPLIANCE WITH LAW AND POLICY

14.1. The Buyer must comply with all applicable laws, Kenvue policies and Kenvue requirements (the latter as notified to the Buyer from time to time), including in relation to the purchase, handling, storage, sale,

14.2. distribution, marketing, advertising or use of Products.

14.3. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to one or both parties to a Contract. Without limiting the foregoing, neither party shall make any

payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

15. SUSPENSION OR RECALL

15.1. If the Buyer is directed by Kenvue, the Therapeutic Goods Administration, Medsafe or any other government agency or regulatory authority, to assist in any field action, including suspension of supply, recall, product correction or hazard alert in relation to any Products for any reason, the Buyer must cooperate and comply with all directions of Kenvue or such agency or authority (including by identifying any party to whom the applicable Products were supplied by the Buyer).

15.2. The costs and expenses associated with the actions specific in clause 15.1 will be borne by:

15.2.1. Kenvue to the extent the costs and expenses are reasonable and necessary and the action results from a fault in the manufacture or labelling of, or other regulatory non-compliance by Kenvue in relation to, the Products; or

15.2.2. the Buyer where the action results from of any act of, default, omission or representation by, the Buyer or Buyer Group Entity or any of their customers, Personnel or third-party suppliers,

and, in all other circumstances, the parties will each bear their own costs and expenses of such action.

16. INDEMNITY

16.1. The Buyer indemnifies Kenvue against any and all cost, expense, damage, judgment, liability or loss suffered or incurred by Kenvue, its Affiliates or any of their Personnel as a result of or in connection with any breach of Contract or any unlawful act or omission or wilful misconduct by the Buyer, any Buyer Group Entity or any of their Personnel, except to the extent that such cost, expense, damage, judgment, liability or loss is caused or contributed to, by Kenvue, its Affiliates or any of its Personnel.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. The Buyer acknowledges that all intellectual property rights in the Products, including in Product packaging and labelling, are the property of Kenvue or its Affiliates and no right, title, interest or licence in any of that intellectual property is granted to the Buyer under any Contract.

17.2. The Buyer is not permitted to use any of Kenvue's or its Affiliates' intellectual property for any purpose without Kenvue's prior written consent.

17.3. The Buyer must notify Kenvue as soon as practicable after it becomes aware of or suspects any third party is infringing Kenvue's or its Affiliate's intellectual property rights, and provide Kenvue with reasonable assistance, at Kenvue's expense, to investigate and prosecute such potential infringement.

18. WARRANTIES AND LIABILITY

18.1. To the maximum extent permitted by law:

18.1.1. Other than as set out in these Standard Terms, all warranties, or conditions implied by statute or law are excluded to the full extent permitted by law. Nothing in these Standard Terms limits any rights of a party at law which cannot be limited or excluded by law or by agreement.

18.1.2. Kenvue's liability for breach of warranty or condition under a Contract or implied by statute or law is, at Kenvue's option, limited to repairing or replacing the goods, supplying equivalent goods or issuing a credit note as provided in clause 8.

18.1.3. Kenvue is not liable for any consequential or indirect loss, direct or indirect loss of profits or expected profits, loss of business or any special or exemplary damages suffered or incurred in connection with the Contract or the Products or any party's actions or omissions under the Contract.

19. FORCE MAJEURE

19.1. If the manufacture or delivery of Products is prevented or hindered directly or indirectly by any cause not in Kenvue's reasonable control, including any strike, material/fuel/labour shortage, war, acts of terror or 'acts of god', such as floods, earthquakes, fire, plant failure, late receipt of the Buyer's Order or other information, then the time for delivery, and any affected obligation of Kenvue, will be extended until a reasonable time after the effect of the delaying cause has ceased. Buyer will not be entitled to cancel the Contract on this basis and Kenvue will not be liable for damages arising for the resultant delay.

20. TERMINATION

20.1. A party may terminate the Contract if the other party materially breaches these Standard Terms (including failure to pay any money payable to Kenvue under a Contract) and the breach cannot be remedied, or if the breach can be remedied but that other party fails to remedy the breach within 10 business days of notice by the first party to remedy the breach.

20.2. Kenvue may terminate the Contract if the Buyer suffers a change of ownership or effective control or a material change in the nature of its business (for which it has not obtained Kenvue's prior written consent).

20.3. On termination of the Contract:

20.3.1. payment for any Products delivered to the Buyer prior to the date of termination becomes immediately due and payable and the Buyer must immediately pay such amount to Kenvue: and

20.3.2. if requested by Kenvue, the Buyer must promptly return to Kenvue or, at Kenvue's election destroy, any materials, including price lists and advertising and marketing material (but excluding any Products) in the Buyer's possession or control.

21. PRIVACY

21.1. The Buyer authorises Kenvue to collect, retain and use any information about the Buyer for credit enquiry, marketing purposes or enforcing any rights under any Contract in accordance with Kenvue's Privacy Policy and any Privacy Disclosure and Consent Form.

21.2. The Buyer must comply with Privacy Laws and any instructions from Kenvue from time to time in relation to any personal information (as defined in the *Privacy Act 1988* (Cth) or the *Privacy Act 2000* (NZ)) it handles in connection with these Standard Terms or any Contract. The Buyer must treat that personal information as Personal Information and ensure any person who is

authorised by the Buyer to have access to any such personal information agrees to and complies with equivalent obligations to this clause 21.2.

22. GENERAL

22.1. (**Variation**) Subject to clause 1.2, after a Contract is formed in accordance with clause 2.4, the Standard Terms, as incorporated into that Contract, may only be amended by written agreement of the parties. Any variation to these Standard Terms after a Contract is formed which do not satisfy this clause 22.1 have no effect.

22.2. (**Waiver**) Kenvue's acceptance of payment under a Contract or delay or failure to act will not prejudice its rights or constitute a waiver. A waiver of rights under a Contract will only be effective if it is given in writing to the other party and specifically refers to this clause 22.2. Kenvue may exercise a right, remedy or power in any way Kenvue considers appropriate. If Kenvue does not exercise a right, remedy or power at any time, this does not mean that Kenvue cannot exercise it later.

22.3. (**Assignment / novation**) The Buyer must not assign or novate the Contract in whole or part. Any change in the Buyer's ownership or effective control or a material change in the nature of its business shall be deemed an assignment, for which the prior written consent of Kenvue is required. Kenvue may freely assign or novate its rights under any Contract in whole or in part and Buyer hereby consents to any such novation.

22.4. (**Governing law**) All matters arising in connection with the Contract will be governed by the laws applying in New South Wales (where the Territory is Australia) or New Zealand (where the Territory is New Zealand) and all disputes will be subject the exclusive jurisdiction of the courts of New South Wales (where the Territory is Australia) or New Zealand (where the Territory is New Zealand).

22.5. (**No partnership**) Nothing contained or implied in these Standard Terms or any Contract will create a joint venture, partnership or principal and agency relationship between Kenvue and the Buyer and neither Kenvue nor the Buyer will represent that it is the joint venturer, partner, principal or agent of the other and neither Kenvue nor Buyer have the power to bind or obligate the other in any manner whatsoever.

22.6. (**No exclusivity**) The relationship between Kenvue and the Buyer is not one of exclusivity.

22.7. (**Construction**) No rule of construction will be applied to the disadvantage of Kenvue or the Buyer because that party was responsible for the preparation of, or seeks to rely on, these Standard Terms or any part of it.

22.8. (**Severability**) If the whole or any part of a provision of these Standard Terms or any Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Standard Terms or any Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Standard Terms or any Contract or is contrary to public policy.

22.9. (**Survival**) Without limiting the clauses which by their nature survive termination or expiry, clauses 14.2, 16, 17.3, 20.3 and 21.1 survive termination or expiry of this agreement.

23. INTERPRETATION

In these Standard Terms, defined terms have the meaning provided above or as follows:

23.1. **Affiliates** has the meaning given to the term "related body corporate" in the *Corporations Act 2001* (Cth).

23.2. **Buyer Group** means Buyer and each of its Affiliates, and **Buyer Group Entity** means any member of the Buyer Group.

23.3. **Kenvue** means – where the Territory is:

23.3.1. Australia: Kenvue Australia Pty Ltd; or

23.3.2. New Zealand: JNTL Consumer Health (New Zealand) Ltd.

23.4. **Kenvue Privacy Policy** means the policy found on the Website;

23.5. **Personnel** of a party includes an employee, servant, agent, subcontractor, officer or director of that party.

23.6. **Price List** means the Product price list Kenvue's provides to the Buyer from time to time.

23.7. **Privacy Law** means any applicable legislation or other regulatory instrument, whether in the Territory or otherwise, which affects privacy, data protection or personal information (including the collection, storage, use or possession of such information), and includes (i) the *Privacy Act 1988* (Cth); (ii) the Australian Privacy Principles; (iii) the *Privacy Act 2000* (NZ); (iv) the New Zealand Privacy Principles; and (v) any codes of conduct, directives, principles, policy papers or orders made or issued under such legislation or regulation.

23.8. **Products** means any goods agreed in a Contract to be supplied to the Buyer by Kenvue.

23.9. **Territory** means either Australia or New Zealand depending on which country has been selected on page 1 of the CTA or if no country has been selected, where the delivery of the Products occurs.

23.10. **Website** means Kenvue's web page, currently at www.kenvue.com.