

LPO Terms and Conditions

1. Definitions. In the terms and conditions of this purchase order (PO): (Administrators) means Richard Fleming and Benjamin Cairns each of Alvarez & Marsal Europe LLP in their capacity as the joint administrators of the Customer appointed on 27 September 2020 by the ADGM court under Abu Dhabi Global Market Regulations, acting as agents of the Company and as officers of the ADGM court and not in their personal capacities, and a reference to "Administrators" in this PO and these Conditions shall also include where context permits any additional or successor administrator and their respective firms or future firms, employees, agents, advisors, fellow members, partners and personal representatives; (Conditions) means the terms and conditions set out in this document as amended from time to time in accordance herewith; (Customer) means the company issuing this PO as identified on the face of this PO, whose affairs, business and property are being managed by the Administrators; (Taxes) means all taxes without limitation, including value added (e.g. VAT), sales or any other taxes (howsoever called and whether payable directly or by withholding) wherever and whenever imposed by whatever tax authority or similar body thereto, together with any interest and any penalties thereon or additional amounts (including reasonable costs) in connection with any such taxation; (VAT) means (i) value added tax, (ii) any goods and services, sales, consumption or turnover tax and/or (iii) any imposition or levy of a like nature and (Vendor) means the person, firm, corporation or other business entity identified as the supplier on the face of this PO.

2. Agreement Documents. This PO constitutes an offer by the Customer to the Vendor in accordance with these Conditions only. Once this PO is accepted by the Vendor under section 3, it constitutes a binding contract between the Vendor and the Customer. If this PO is issued under another written agreement between the parties, the provisions of that agreement will govern, otherwise these Conditions and any attachments are the sole and exclusive agreement of the Customer and the Vendor for the goods and services in this PO and apply, for the avoidance of any doubt, to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Acceptance. The Vendor will be deemed to have accepted this PO upon the first to occur of: (i) the Vendor's acceptance of this PO in writing (or by any other means customarily used by the Customer and the Vendor to constitute acceptance, which may include an automated response); (ii) the Vendor taking any steps to commence performance of its responsibilities under this PO; or (iii) the Vendor's failure to confirm its rejection of this PO by email to the Customer at the address set out in the face of this PO (or by any other means specified in the face of this PO) within five (5) days of the date of this PO (the **Effective Date**). Any forms used or terms of business referred to by the Vendor to acknowledge this PO will be for the Vendor's own administrative purposes only and will be disregarded and will have no force or effect on this PO. In the case of inconsistency with the terms contained on this PO, these Conditions will take precedence as between them, except where an amendment pursuant to section 4 applies. By accepting this PO in accordance with this section 3, the Vendor waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents or the Vendor that is inconsistent with this PO or these Conditions and any forms used or terms of business referred to by the Vendor to acknowledge this PO will, for the avoidance of doubt, not supersede, supplement or replace the terms set out in this PO or these Conditions.

4. Amendments. Except as otherwise provided in these Conditions, including for the avoidance of doubt in section 14, these Conditions cannot be amended, other than by written instrument, signed by both parties and referencing the specific section being amended.

5. Price. All prices for goods and services to be delivered to the Customer are set forth on the face of this PO. The prices are fixed and represent the full and complete compensation for all costs, fees, charges and expenses associated with but not limited to the manufacture, assembly, sale, preparation, performance and delivery of the goods and/or services and any other obligations and all things necessary to perform under this PO, including all excise, custom duties, value added, sales, purchase, withholding and use or taxes, fees, levies, imposts and assessments whatsoever. The Vendor will be liable for and pay all taxes, duties or similar charges of any nature whatsoever (including insurance) for or in connection with: (a) the preparation and performance of any services; (b) the manufacture, assembly, performance, sale and delivery of any goods; and (c) any other obligations under this PO. Subject to the parties agreeing the price/s, the Vendor will defend, indemnify and hold the Customer harmless against any and all liabilities and claims in relation to any of the aforementioned costs, fees, charges and expenses including the said taxes incurred by the Vendor or otherwise resulting from this PO.

6. Title and Risk. Title and risk of loss for goods or deliverables resulting from the services to be delivered under this PO will pass, to either the Customer or any Customer nominated party specified on this PO, on completion of all of the following (a) the delivery and (b) proven receipt of delivery and (c) the Customer's written acceptance of the goods and deliverables. The Vendor represents, warrants and undertakes that title to goods and deliverables will pass to the Customer free of all liens, charges and other third party interests. For the avoidance of doubt any forms used by the Vendor to acknowledge delivery will be for the Vendor's own administrative purposes only and will not be deemed as the Customer's acceptance as required under this section. Notwithstanding any transfer of title or risk, the Customer has the right under this PO to rescind, reject or rely on any warranties or remedies provided for the goods and deliverables as set out under sections 11 and 18 respectively.

7. Time of Essence. For the Vendor's delivery of goods and/or services, time is of the essence. If the Vendor fails to deliver on time and at the address specified by the Customer, Customer may purchase replacements elsewhere, and the Vendor will be liable for actual and reasonable costs and damages that the Customer incurs. The Vendor will promptly notify the Customer if it is unable to comply with the delivery date/s specified in this PO. The Vendor agrees that delivery to or procured for the Customer to any carrier (whether or not such carrier is an agent of the Vendor) will not constitute delivery to the Customer.

8. Packing. The Vendor will, at no additional cost to the Customer, package all shipments of goods hereunder in accordance with the requirements specified in this PO or, if no such requirements are specified, in accordance with standard commercial practices including without limitation ensuring goods are packed securely in suitable and protective packaging. Each shipment must contain a packing list indicating this PO number/s, item numbers and other identifying information corresponding to that set out on the face of this PO. On delivery of the goods at the Customer's specified delivery address the Vendor will remove and dispose of all packaging and/or debris and make good, clear all waste arising from the services and leave the site clean and tidy at its own cost.

9. Invoices and Payment. Invoices may only be submitted by the Vendor following the successful completion of its obligations and receipt of the Customer's written acceptance of the same and thereafter all properly rendered, valid and undisputed invoices issued by the Vendor will be payable 60 days from the end of the month in which such invoices were received by the Customer to the bank account nominated by the Vendor on the invoice or as otherwise directed. Each invoice must quote the Customer's relevant PO number(s), and must be provided in a hard copy to the Customer's accounts payable department. Payment by the Customer will be without limitation to any claims or rights which the Customer may have against the Vendor and will not constitute any acceptance by the Customer of the performance by the Vendor of any of its obligations hereunder. If the Customer disputes any portion of an invoice, the Customer will be entitled to pay the undisputed portion only without incurring any liability to the Vendor for nonpayment. If the Vendor breaches any portion of this PO, or if any person or entity asserts a claim or lien against the Customer's property or facilities arising out of the Vendor's performance hereunder, the Customer will have the right to retain out of any payments due or to become due to the Vendor, an amount sufficient to protect the Customer completely from all claims, losses, damages and expenses, including without limitation any reasonable legal fees, indemnification or warranty payments, deductions authorized by applicable laws, service credits or liquidated damages. The Customer's right to withhold payments pursuant to this section will be in addition to other rights and remedies available to the Customer under this PO or at law. All sums set out in this PO or otherwise payable by Customer to the Vendor pursuant to this PO shall be deemed to be inclusive of any VAT, sales or any similar Tax except to the extent any VAT, sales or similar tax is due further to the introduction of the tax in the UAE or an increase in the rate pursuant to a change of law after the Effective Date. To the extent any VAT, sales or similar Tax is due further to the introduction of the tax or an increase in the rate pursuant to a change of law after the Effective Date, such tax due shall be deemed not to be included in, and shall be payable to Vendor in addition to, the sums set out in this PO. The Vendor must, as a precondition to any payment under this PO, give the other party a VAT compliant tax invoice. If an adjustment arises in connection with a supply made under this PO, the Vendor must provide the Customer a VAT compliant credit or debit note in accordance with the VAT legislation in the UAE. If this PO requires one party to pay for, reimburse or contribute to any expense, loss, damage or other outgoings suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first mentioned party will be reduced by the amount of any input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense. The Customer will have the right to conduct any reasonable inspection or audit relating to the Vendor's performance of this PO, including at the Vendor's premises. If following an inspection or audit, the Customer reasonably considers that any goods or services are not or are not likely to be as warranted under this PO, the Customer will inform the Vendor and the Vendor will immediately take such action as is necessary to ensure that the goods or services are, or will be, as warranted.

10. Compliance with Laws, Regulations and Codes. The Vendor warrants that all goods delivered and/or performance of the services hereunder will comply with, all applicable laws including without limitation United States and EU export and trade laws, United Arab Emirates Federal and Emirate state laws, codes, rules, regulations, orders, decrees and ordinances including without limitation the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods, environmental protection, energy and labour laws and regulations, applicable industry codes and standards. The Vendor must obtain and maintain in force for as long as it continues to have responsibilities under this PO, all licenses, permissions, authorisations, consents and permits needed to perform those responsibilities in accordance with this PO. The Vendor owes a duty of loyalty to the Customer and may not use its' position to profit personally at the expense of the Customer (financially or otherwise). The Vendor will promptly notify the Customer of any such actual or potential conflict of interest.

11. Warranties. The Vendor represents and warrants that each item of the goods supplied hereunder will (a) be new and will conform strictly to the description and specifications, if any, contained or referenced herein, (b) be free from defects in design, workmanship and materials, (c) be of merchantable and satisfactory quality and (d) be fit for purpose. The Vendor also warrants that any services provided hereunder will (a) be performed in strict accordance with any specifications contained or referenced herein, (b) reflect the level of skill, knowledge, foresight and judgment required or reasonably expected of and be performed in accordance with the practices, methods, procedures and degree of experienced suppliers performing comparable services, and (c) will not infringe the intellectual property rights of a third party. If the Customer discovers that any item of the goods supplied and/or services performed by the Vendor hereunder fails to conform to the above warranties at any time, then the Vendor must, at Customer's option and without further compensation to the Vendor, promptly repair, replace or modify any item of the goods or correct or re-perform any service so that it conforms to the above warranties, provided that, unless otherwise specified on the face of this PO, the Vendor will provide all labour, engineering, supervision, equipment, tools and materials necessary to effect the remedy and will bear all expenses in connection therewith, including transportation costs. The Vendor will perform its remedial obligations hereunder in a timely manner consistent with the Customer's reasonable requirements. If the Vendor is unable to remedy such nonconformity during a time period consistent with the Customer's reasonable requirements. The Customer may undertake to remedy the nonconformity and in such case the Vendor must reimburse the Customer for any reasonable costs thereby incurred.

12. Indemnity. The Vendor will hold harmless and keep the Customer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, loss of revenue, loss of data, loss of production, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with (a) breach of warranty under sections 6, 10, 11, or (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the goods or services, or (c) any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer or Customer's employees, agents, customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by negligent performance or failure or delay in performance of the terms of this PO by the Vendor.

13. Insurance. The Vendor will maintain adequate liability, employer's liability and workers' compensation insurance to protect the Customer and its agents, and the parties' employees and contractors. Further, the Vendor will maintain those necessary insurance policies to protect against any loss or damage to goods to be supplied or services to be rendered hereunder such as without limitation public liability, errors and omissions and professional indemnity policies and such insurance policies will be maintained until such time the title of the goods are transferred in accordance with section 6 or 12 months from when the services have been rendered. The Vendor will furnish evidence of such insurance in form and substance satisfactory to the Customer.

14. Limitation of Liability. The Administrators are agents for or on behalf of the Customer and neither they, their firm, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Customer to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this PO. For the avoidance of any doubt, this section 14 shall survive termination of the Contract and may not be amended other than with the written consent of the Administrators.

15. Suspension and Termination. The Customer may suspend or terminate this PO at any time, without the need to seek a court order or award granting the Customer the right to do so, in whole or in part, by providing written notice of suspension or termination to the Vendor, such suspension or termination to be effective as specified in the notice but not earlier than two days after the notice is received by the Vendor. The Customer will be entitled to suspend or terminate without fee, charge or liability, except for conforming deliveries made prior to the effective date of suspension or termination. Upon suspension or termination, the Vendor will reimburse the Customer for any payments made prior to the suspension or termination respecting the suspended or terminated item(s) of goods or service. In no event will the Customer be liable for any termination charges or for any lost profits, revenue, business opportunity or unabsorbed overheads on account of such suspension or termination. All warranties, indemnities and confidentiality rights and obligations provided in this PO will survive the termination hereof.

16. Cancellation for Breach. This PO may be cancelled by the Customer, without the need to seek a court order or award granting the Customer the right to do so, upon the Vendor's breach or repudiation of this PO without regard to materiality of such breach or repudiation, provided such breach is not cured, or such repudiation is not retracted within five (5) days after the Customer provides written notice thereof to the Vendor.

17. Imports. For goods that will be imported into any other country, the Vendor will comply with all applicable import laws and administrative requirements, including the payment of all associated duties, taxes and fees.

18. Remedies. Without prejudice to any other rights or remedies which the Customer may have, if the goods and/or services or any part thereof are not supplied by the Vendor in accordance with this PO, then the Customer will be entitled to (a) rescind, or (b) reject the goods and/or services (in whole or in part) and the goods to the Vendor at the risk and cost of the Vendor on the basis that a full refund for the goods and/or services will be paid forthwith by the Vendor immediately on the Customer's demand, or (c) at the Customer's sole discretion, the Vendor will, if requested, remedy the defect or to supply a replacement or re-supply the service to ensure this PO requirements are fulfilled, or (d) to refuse to accept any further deliveries of goods and/or services without any liability to the Customer, or (e) to carry out at the Vendor's expense any work necessary to make the goods and/or services comply with the requirements of this PO, or (f) to claim such damages as may have been sustained in consequence of the Vendor's breach or breaches of this PO. The rights and remedies reserved to the Customer will be cumulative with, and in addition to, all other remedies in this PO or at law. Where no specific remedy for breach of contract is specified, the Customer will be entitled to pursue all available remedies in this PO or at law.

19. Assignment Neither party shall assign, novate, subcontract or transfer any right, obligation or part of this PO without the prior written consent of the other party.

20. Pharmaceuticals. The batch number and expiry date must be indicated for each item supplied in every delivery note/invoice. Each item supplied must have at least 2/3 of its shelf life remaining when delivered to the Customer. Items that do not meet this requirement may be rejected / returned by the Customer and each such item will be credited or replaced as soon as possible by the Vendor at no additional cost to the Customer.

21. Miscellaneous. This PO and the Conditions incorporated by reference or otherwise made a part hereof constitute the entire agreement of the parties and supersede any prior or contemporaneous agreements or understandings. The Vendor is an independent contractor for all purposes hereof. This PO is a contract for the sale of goods and/or performance of services and the relationship between the parties is that of buyer and seller. Nothing herein shall be deemed to constitute a partnership or joint venture between the parties. The Vendor will not release, disclose or make available to any person or use directly or indirectly, except for the purpose of performing its obligations under this PO, any information acquired from the Customer in connection with or resulting from or relative to this PO without Customer's prior written consent. The Vendor undertakes to keep all such information confidential. Failure by the Customer in any instance to insist upon observance or performance by the Vendor of any

of the terms, conditions or provisions of this PO will not be deemed a waiver of any such terms, conditions or provisions. No waiver will be binding upon the Customer unless in writing and signed by the Customer and any such waiver will be limited to the particular instance referred to. Payment of any sum to the Vendor by the Customer with knowledge of any breach will not be deemed to be a waiver of such breach or any other breach nor shall it prevent or restrict the further exercise of that right or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The remainder of this PO will not be voided by the invalidity of one or more of its provisions. The obligations of the Vendor in this PO will survive acceptance of the goods and/or services and payment thereof by the Customer.

22. Notice. Any notice or other communication given to a party under or in connection with this PO shall be in writing and in English.

23. License. The Vendor hereby grants, and shall ensure that each of its licensors grants, to the Customer a perpetual, non-exclusive, non-transferable, sub-licensable, royalty free, license to use any property of the Vendor, including any materials, software or processes to the extent necessary to use the goods and receive the benefit of the services.

24. Intellectual Property. The Vendor acknowledges that in the course of providing its obligations under this PO it may use products, materials and methodologies proprietary to the Customer (Customer's Materials). The Vendor agrees that it shall not acquire any rights in the Customer's Materials whether under this PO or otherwise. The Customer hereby grants and shall ensure that each of its licensors grants, to the Vendor a non-exclusive, non-transferable, non-sub-licensable, royalty free, license to use the Customer's Materials during the term of this PO, solely to the extent necessary to perform its obligations under this PO.

25. Governing Law and jurisdiction. This PO is governed by and shall be construed in accordance with the laws of the Abu Dhabi Global Market. The parties hereby submit to the exclusive jurisdiction of the Courts of the Abu Dhabi Global Market.