

IPSEN® TERMS AND CONDITIONS OF PURCHASE

1. OBJECT AND SCOPE

1.1 These terms and conditions (“**Standard Terms**”) shall apply to any order for the purchase of products (“**Products**”) and/or services (“**Services**”) (an “**Order**”) placed by the Ipsen company named in the Order (“**Buyer**”) to the supplier (“**Supplier**”). Supplier shall be bound by these Standard Terms upon acceptance of an Order in writing, or performance of the Order. These Standard Terms, together with any additional terms agreed by the parties in writing (the “**Special Terms**”) and any applicable Quality Technical Agreement and/or Pharmacovigilance Agreement, shall constitute the entire understanding and legal obligations of the parties in relation to an Order. No other terms (pre-printed or otherwise, or which are implied by trade, custom or course of dealing) shall apply to the Order.

1.2 In the event of any conflict between these documents, the documents shall prevail in the following order of precedence (i) the Special terms, (ii) the Standard Terms (collectively, the “**Terms and Conditions**”) and (iii) any document expressly included by reference in the Special Terms (i.e. instructions, technical documentation, specifications, quality assurance, safety data sheets). Where applicable, the Quality Technical Agreement shall prevail in relation to any quality or technical matters. Where applicable, the Pharmacovigilance Agreement shall prevail in relation to all pharmacovigilance and product safety matters.

1.3 An Order constitutes an offer by the Buyer to purchase Services and/or Products from the Supplier in accordance with these Terms and Conditions. An Order shall be deemed to be accepted on the earlier of: (i) the Supplier issuing written acceptance of the Order; or (ii) any act by the Supplier consistent with fulfilling the Order, at which point, and on which date, the contract (“**Contract**”) shall come into existence.

1.4 The Buyer accepts no liability for any services provided or products delivered by the Supplier where such products or services are not provided pursuant to an Order duly approved on Buyer’s behalf by a duly authorised employee of Buyer.

1.5 The Supplier shall ensure that the Buyer's Order number is set out in every correspondence, invoice, delivery slip, or other written communication, relating to such Order. The Buyer shall not be required to process any invoice or respond to any communication which does not have an Order number.

2. CAPACITY AND OBLIGATIONS OF THE SUPPLIER

2.1 The Supplier represents and warrants that (i) it has the technical skills, resources and means to ensure the best available quality of the Services and Products, (ii) it has the materials, financial capacity and appropriately qualified human resources to perform the Contract without risk of interruption or delay, (iii) it has all rights, licenses, accreditations, consents and approvals (legal, financial, regulatory or otherwise) necessary, where applicable, to provide the Services and/or to supply the Products, (iv) it shall supply the Services and/or the Products in accordance with the terms of a Contract, in particular, in accordance with the specified quantity of Products, quality, performance and timeframe/delivery dates set out in an Order, (v) the Services and/or Products that it provides to the Buyer will be fit for the purpose and use for which they are intended, compliant with all applicable laws and regulations and all requirements set out in an Order or otherwise notified by the Buyer to the Supplier, and be free of any defects in material and workmanship and be usable under normal conditions of use.

2.2 The Supplier shall maintain in force for the duration of a Contract insurance coverage from a reputable insurance company, insuring against all risks and liabilities that may arise during the performance of a Contract. At the Buyer’s request, the Supplier shall provide to the Buyer proof of the same.

2.3 The Supplier shall indemnify and keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with (i) any action, omission, inadequacy, negligence, default or mistake attributable to the Supplier, its personnel, its subcontractors or its subcontractors’ personnel in the performance of a Contract, (ii) any claim made against the Buyer for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of the manufacture, supply or use of the Products or any deliverables or the use or supply of the Services (excluding the Pre-Existing Materials), and (iii) any failure by the Supplier or its

employees, agents or Sub-Processors to comply with any of its obligations under section 8 or the Data Protection Legislation or applicable laws (including the most relevant Competition, Bribery and Slavery laws in force). This section 2.5 shall survive expiry or termination of the Contract.

2.4 The Supplier will not subcontract all or part of its obligations under the Contract without the Buyer's prior written approval obtained in respect of each subcontractor and limited to the extent permitted under said approval. The Supplier shall remain fully liable for the acts and/or omissions of any approved subcontractor, and such appointment shall not diminish or otherwise affect the Supplier’s obligations under a Contract.

2.5 The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors.

2.6 The Supplier must ensure that its personnel, and the personnel of any permitted subcontractors, comply with all applicable policies, regulations and laws relating to security, health, environment and safety in the performance of any Contract and when on or about the Buyer's premises, or any other premises which are accessed or used pursuant to a Contract.

2.7 The Supplier will comply with the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Bribery Act 2010 and (where applicable) the U.S. Foreign Corrupt Practices Act throughout the performance of a Contract. The Buyer may terminate this Agreement as a material breach, immediately at any time by written notice if the Supplier is in breach of its obligations under this section 2.9.

3. PERFORMANCE

3.1 The Supplier will ensure that Products and/or Services comply with all specifications as to quality set out in a Contract, or otherwise notified by the Buyer to the Seller. The Buyer may from time to time audit the Supplier’s premises to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier’s liability in any way.

3.2 The Supplier shall provide the Services and any deliverables and/or deliver the Products according to the timeframes and dates set out in the Contract, or otherwise agreed by the Buyer in writing. Time for delivery and/or performance shall be of the essence. The Supplier shall promptly notify the Buyer of any event which could adversely affect performance of the Services and/or delivery of the Products with a proposed mitigation plan, which shall not be binding on the Buyer until or unless accepted by the Buyer in writing as a variation to the Contract. Delivery of Product shall be deemed to be completed upon the completion of unloading of the Products at the Buyer’s nominated delivery location.

3.3 Unless otherwise specified in the Special Terms, the Supplier will deliver the Products and provide the Services and any deliverables required thereunder to the Buyer’s nominated delivery location as set out in the Contract and the Supplier will bear all risk and expense of delivery, including without limitation, all costs associated with clearance through customs, it being understood that unless otherwise agreed in writing by the Buyer, the Buyer will not accept any tolerance margin in respect of the quantities of Products ordered. Title to and risk in the Products shall pass to the Buyer upon delivery, subject to risk for latent defects remaining with the Supplier for the statutory period. All Products shall be delivered without any charge, lien or similar which would impede or restrict Buyer’s free use of such Products.

3.4 If the Services and/or Products do not comply with the Contract, the Buyer may refuse to accept the Services and/or Products in question in whole or in part or accept them subject to any reservations or reduction to costs expressed by the Buyer. If the Buyer refuses to accept the defective or non-complying Products and/or Services, the Supplier will, at the Buyer’s option, re-perform, repair or replace the Services and/or Products in question as quickly as possible, at no cost to the Buyer and reimburse the Buyer for any expenses incurred by the Buyer, without prejudice to any other rights the Buyer may have. Any repeat, performance or amendment attributable to the act or omission of the Supplier shall be performed at the cost of the Supplier.

3.5 **Force Majeure.** It is mutually understood and agreed that neither party shall be in breach of a Contract, nor liable to the other for a delay or failure to

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perform its obligations under a Contract, where such delay or failure is due to causes beyond its reasonable control. Including, but not limited to, acts of God, fire, embargo's, civil or social unrest, governmental actions, coups, natural disasters, pandemic or epidemics. In such event, provided that the affected party (i) promptly notifies the other party in writing of the occurrence of such event and the way in which its obligations are prevented or impeded by such event and (ii) uses commercially reasonable efforts to resume performance as soon as reasonably practicable, then the time for performance shall be extended for a reasonable period having regard to the effects of the cause of the delay or failure to perform. If such effect continues for longer than one (1) month from the date of the first notice, the other party may terminate a Contract immediately on written notice without penalty.

4. PRICE - INVOICING - PAYMENT

4.1 The price agreed at the time when an Order is placed ("**Price**") is exclusive of any value added tax which may be payable ("**VAT**"), and the Price cannot be revised unless otherwise agreed in writing by the parties. Unless otherwise provided by law, VAT will be added in accordance with the relevant law and regulations in force. The Price includes all performance required of the Supplier to perfect performance of a Contract and all expenses, charges, disbursements and taxes, apart from VAT. The Buyer retains the right to request that the Supplier provides a guarantee and/or to agree to Buyer partially withholding payment in order to guarantee the performance of an Order. The Price shall be payable in the currency specified in the Order, provided that where this is stipulated in a currency other than the Buyer's native currency, the Buyer may adjust the Price in the event that exchange rate fluctuations result in an increase in the amount payable by the Buyer in excess of 2%.

4.2 Unless otherwise agreed in the Special Terms, the Price will be invoiced after full performance of an Order to the satisfaction of the Buyer. Where payment is linked to a particular stage of an Order, the invoice will be subject to the completion of that stage of the Order to the satisfaction of the Buyer. The invoicing amount, currency and Supplier account for payment shall be indicated in each Order. In the event of nonperformance of all or part of an Order, and without prejudice to any other rights that the Buyer may have, the Price will be paid to the Supplier pro rata to the Services that have been provided or the Products that have been delivered in accordance with the Order. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier and cancel the Order in whole or in part.

4.3 All payments for correct and undisputed invoices will be due sixty (60) days from the date of receipt of a valid invoice. Without limiting any other rights or remedies it may have, the Buyer may offset any amount due by the Buyer to the Supplier against those due by the Supplier to the Buyer. If the Buyer fails to make payment when due, then it shall pay interest on the overdue sum from the due date until payment at a rate of 1.5% above the Bank of Ireland base rate.

5. CONFIDENTIALITY

5.1 During a Contract and for ten (10) years thereafter, Supplier will treat all information disclosed by the Buyer (however recorded, preserved, observed or disclosed) ("**Confidential Information**") as proprietary and confidential to the Buyer and will not disclose the Confidential Information to any other third party, person, representative or employee without the Buyer's prior written consent. Supplier shall keep in strict confidence all Confidential Information of the Buyer and shall protect such Confidential Information of the Buyer from any disclosure, destruction or use other than as permitted herein. The Supplier shall not reproduce, copy, disseminate or reverse engineer any Confidential Information of the Buyer without Buyer's prior written consent.

5.2 The Supplier shall not use any such Confidential Information for any purpose other than strictly to perform its obligations under a Contract.

5.3 The Supplier may only disclose Confidential Information to its employees, officers or permitted subcontractors to the extent strictly necessary for such persons performance of their respective obligation under a Contract and shall ensure that its employees, officers or permitted subcontractors to whom it discloses Confidential Information are subject to obligations of confidentiality and non-use that are no less onerous than those contained in the Terms and Conditions and that they use the Confidential Information for the sole purpose of performing their obligations in accordance with a Contract. Supplier shall remain liable for the acts and/or omissions of those persons to whom it discloses the Confidential Information to.

5.4 The obligations of confidentiality, as set out herein, shall not apply to Confidential Information which the Supplier can evidence, by contemporaneous written records, that at the time of disclosure: (i) were already in the public domain through no wrongful act (direct or indirect) by Supplier or, (ii) were received from a third party without breach of these

Terms and Conditions or (iii) were already lawfully in the possession of the Supplier.

5.5 Except as otherwise required by any court of law or by any regulatory authority, the Supplier shall not make any public disclosure of the Confidential Information without the prior approval of Buyer.

5.6 The provisions of this section 5 will remain in force for a period of ten (10) from the date of termination of a Contract, regardless of the date or cause of this termination. Except for trade secrets of the Buyer, which, the Supplier shall hold under an enduring obligation of confidentiality until such trade secret enters the public domain (in full, and not by partial disclosure or reference to such trade secret) through no breach of the obligations set out herein.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Any materials, equipment, tools, drawings, specifications and data supplied by the Buyer to the Supplier ("**Pre-existing Materials**"), and all rights in the same, are, and shall remain, the exclusive property of the Buyer and must be returned promptly upon the request of the Buyer at any time, or, upon completion or termination of a Contract. The Supplier shall not use the Pre-Existing Materials except as strictly necessary for the performance of its obligations under an Order and shall use such Pre-Existing Materials strictly in accordance with the Buyer's instructions for use of the same. The Supplier shall not disclose, supply or sell, directly or indirectly, the Pre-Existing Materials. The Supplier shall hold any Pre-Existing Materials in accordance with the Buyer's instruction for storage and in a manner consistent to protect such Pre-Existing Materials from deterioration, damage, theft or destruction and shall indemnify the Buyer up to the replacement value for any loss to the Pre-Existing Materials whilst in the custody of the Supplier or any approved subcontractor. No title in the Pre-Existing Materials shall pass from the Buyer, whereas risk in such Pre-Existing Materials, whilst such Pre-Existing Materials are in the custody of the Supplier (or its subcontractors) shall pass to the Supplier. The Pre-Existing Materials shall not form part of the property of the Supplier whilst such Pre-Existing Materials are in the Suppliers custody and no lien, chattel, charge, debt, security or similar shall be placed on such Pre-Existing Materials by, or on behalf of, the Supplier (or any approved subcontractor).

6.2 The Supplier undertakes not to use the Buyer's name, logo, insignia or similar mark which denotes an affiliation to the Buyer, or those of the Ipsen Group, or any of its employees' names in any advertising or sales promotional materials or in any publication without the Buyer's prior written approval.

6.3 Buyer shall be the exclusive owner of, and the Supplier assigns to the Buyer with full title guarantee and free from any third party rights, any Intellectual Property Rights in all documents, deliverables, Products and materials to be provided by the Supplier or its employees, officers or permitted subcontractors in relation to the Services in any form, including without limitation data, reports and specifications. **Intellectual Property Rights** means patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, underlying or source code rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

6.4 Supplier shall do all things reasonable and necessary to obtain any third-party consents and/or waivers of all moral rights in the products of the Services and the Products, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

6.5 If methods or documents provided as part of the Services and/or Products are the property of the Supplier or third parties to which the Supplier has the right to use and/or disseminate, the Supplier shall grant the Buyer (or procure the grant of) a worldwide, fully paid up, non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Services and/or Products.

7. TERMINATION – SUSPENSION – CANCELLATION

7.1 Unless otherwise agreed in any Special Terms, the Buyer may terminate the Contract in whole or in part at any time before delivery/ performance with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Subject to delivery to the Buyer of the same, the Buyer shall pay the Supplier fair and reasonable compensation for any work in progress at the time of termination, but such

compensation shall not include loss of anticipated profits or any consequential loss or exceed the original Order amount.

7.2 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect and without penalty by giving written notice to the Supplier if: (i) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so; (ii) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (iii) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business; (iv) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (v) the Supplier's financial position deteriorates to such an extent that in the Buyer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination nor any other Orders placed by the Buyer with the Supplier or any other Contracts in place. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. DATA PROTECTION

For the purposes of this section 8, the following definitions apply:

“controller”, “processor”, “processing”, “data subject”, “personal data”, “personal data breach” and “appropriate technical and organisation measures” shall have the meanings given under the Data Protection Legislation.

“Data Protection Legislation” means any relevant Irish or European Union legislation relating to personal data (including the Regulations) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

“Regulation” means the Data Protection Acts 1988-2018 (DPA) and the EU General Data Protection Regulation (2016/679) (GDPR).

“Regulator” means the Information Commissioner's Office, or the Data Protection Commissioner or other regulatory authority.

“Sub-Processor” means any third party, including a consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to data.

8.1 The Supplier shall at all times comply with the Data Protection Legislation and shall for the purpose of or in connection with the Contract (i) process the personal data strictly as necessary to perform its obligations under the Contract, (ii) assist the Buyer (at its reasonable request) in complying with all applicable requirements of the Data Protection Legislation, (iii) maintain the security of personal data shared by the Buyer to a standard equal or above the standard as set out in section 8.3.2 of these Standard Terms, and (iv) shall without undue delay (and in any event within 36 hours) notify the Buyer if it becomes aware of a personal data breach affecting any personal data processed by the Supplier which is deemed a notifiable breach under Article 33(1) of the Regulation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, and to the extent to which the Supplier processes personal data on behalf of the Buyer, the Buyer is the controller and the Supplier is the processor. The Supplier will process personal data to perform its obligations under the Contract for the duration of the Contract.

8.3 Without prejudice to the generality of section 8.2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

8.3.1 Process personal data only for the purposes of performing its obligations under the Contract and in accordance with the written instructions given by the Buyer from time to time, unless otherwise required by law;

8.3.2 ensure that it has in place appropriate technical and organisational measures in accordance with good industry practice to protect against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of such personal data as required by Article 32 of the Regulation.

8.3.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

8.3.4 not transfer any data outside of the European Economic Area;

8.3.5 assist the Buyer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation

and immediately inform the Buyer: (i) if it receives any subject access request, or request by a data subject to transfer, rectify, erase or destroy personal data which is processed by the Supplier under this Agreement; and (ii) of any request for disclosure of the personal data from a third party which the Supplier receives directly and provide a copy of such request within 3 days of receipt. The Supplier shall not disclose or release any personal data without first consulting with and obtaining the consent of the Buyer, except where legally required;

8.3.6 provide reasonable assistance to the Buyer in order for the Buyer to comply with the Buyer's obligations in Articles 32-36 of the Regulation including: (i) notifying the Buyer without undue delay if the Supplier becomes aware of a personal data breach in relation to the personal data and/or if it becomes aware of a breach of the provisions of this section 8 by the Supplier or Sub-Processor and/or if it otherwise becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data; and (ii) providing full details of the relevant breach where caused by the Supplier or any Sub-Processor without undue delay or, where necessary, in phases but always without further undue delay, such details to include the nature of the personal data breach, its likely consequences and any measures proposed to be taken to mitigate such breach;

8.3.7 maintain complete and accurate records to demonstrate its compliance with this section 8 and: (i) allow for audits by the Buyer or the Buyer's designated auditor; and (ii) immediately inform the Buyer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

8.3.8 at the written direction of the Buyer, delete or return the personal data and copies thereof to the Buyer as soon as reasonably practicable on termination of the Contract, unless otherwise required by law to store the personal data;

8.3.9 perform its obligations under the Contract (and any other agreement relating to the provision of the Services) in full compliance with the Data Protection Legislation; and

8.3.10 immediately inform the Buyer of and promptly provide assistance with responding to any enquiry made, or investigation or assessment of processing initiated by the Regulator in respect of the personal data.

8.4 The Supplier shall put in place in writing with any Sub-Processor, contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this section 8.4 including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Data Protection Legislation. The Supplier shall be liable to the Buyer for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligation to put such obligations in writing with the Sub-Processor).

9. NON-SOLICITATION OF EMPLOYEES

9.1 During the term of a Contract, and for one (1) year from expiry or termination of said Contract, the Supplier shall not directly solicit or recruit for employment, without the prior written approval of the Buyer, any personnel employed by Buyer who has in any manner been associated with the activities under the Contract. The foregoing restriction shall not apply in the case of such employee being interviewed, offered employment and/or hired following that employee's response to a publicly posted position of the Supplier. It is accepted by both Buyer and Supplier that this non-solicitation obligation is not intended, by the wording or intention, to act as a restraint of trade. Without prejudice to any other obligations under these Terms and Conditions, if Supplier is in breach of its obligations under this section 9 then Supplier will pay to Buyer a sum equivalent to the remuneration paid to the relevant employee in the previous twelve (12) months. Such amount will be payable on thirty (30) days' notice from Buyer. The Parties agree that this figure is a genuine pre-estimate of the damages which Buyer will suffer as a result of such solicitation.

10. GOVERNING LAW

10.1 A Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Ireland and each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the same.

11. GENERAL

11.1 **Severability.** If any part, term or provision of these Terms and Conditions is determined (by a court of competent jurisdiction) to be invalid or unenforceable, such part, term or provision shall be modified or removed and the remainder of the terms and conditions contained herein shall not be affected and shall otherwise remain in full force and effect.

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11.2 Independent Parties. Nothing in these Terms and Conditions shall be construed as to create any relationship between the Parties other than of independent contracting parties. Neither party shall have any right, power or authority to assume, create or incur and expense, liability or obligation, express or implied, on behalf of the other. Furthermore, the existence or placement of an Order by Buyer does not obligate the Buyer to place any future Orders. Each party acknowledges to the other that nothing in these Terms and Conditions or a Contract either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

11.3 Waiver. No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof unless stated in writing by the party providing the waiver.

11.4 Third Party Rights. These Terms and Conditions and a Contract is not intended to confer upon any person other than the parties, any rights or remedies hereunder.

11.5 Assignment. Supplier shall not assign (or any similar action or transfer or disposition) its rights and obligations under a Contract without the prior written consent of the Buyer. Buyer shall be entitled to assign its rights and obligations under a Contract on written notice to the Supplier.

11.6 Entire Agreement. These Terms and Conditions, including the Special Terms and Quality Technical Agreement (where applicable), constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes any conflicting terms that may be set forth on Supplier's invoice or any other documentation of either party, unless agreed in writing by authorised representatives of both parties. It is a condition precedent of the Buyer's willingness to contract with the Supplier that these shall be the sole and prevailing terms governing a Contract and the Supplier, by acceptance of the Order, agrees to the same. There are no representations, warranties, undertakings or agreements relating to a Contract which are not fully expressed herein. No amendment, modification waiver or discharge of any provision of these Terms and Conditions will be valid unless in writing and signed by an authorised representative of the party against which such amendment, modification, waiver or discharge is sought to be enforced.

11.7 Remedies cumulative. Except as otherwise expressly provided by the Special Terms, all remedies are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

11.7 Survival. Termination of a Contract shall not prejudice or affect any right of action, obligation or remedy which shall have accrued up to the termination date or shall thereafter accrue to either party under the Contract. To the extent that the provisions herein are capable of surviving the expiry or termination of a Contract or are required to give effect to such expiry or termination, such provisions shall remain in full force and effect after the termination date.