**GENERAL TERMS & CONDITIONS OF PURCHASE OF GOODS AND SERVICES BY GLAXOSMITHKLINE POLSKA 5.0**
**effective from 1 January 2020**

## 1. DEFINITIONS

1.1. "**Affiliate"** means an entity directly or indirectly controlled by, in control of, under common control with, either the Supplier or GSK as appropriate.

1.2. "**Agreement"** means the agreement between GSK and the Supplier consisting of the Purchase Order, these Terms and Conditions, the Specification, and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating these Terms and Conditions.

1.3. "**Control"** means the ownership of more than 50% of the shares in any organisation, or the legal power to direct or cause the direction of the general management of any organisation.

1.4. "**Goods"** means all movable goods specified in the Purchase Order.

1.5. **"GSK Product"** - an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK, whether in the Territory or in any other country.

1.6. **Human Safety Information (HSI)** is defined as information relating to human health and/or wellbeing arising following exposure of humans to GSK products such as adverse event information, including:

- any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated);
- failure to produce expected benefits (i.e. lack of efficacy);
- reports of medication errors or misuse, including drug overdose, whether accidental or intentional;
  reports of drug abuse or effects of drug withdrawal;
- reports of occupational exposure;
- reports of patients taking GSK Products whilst pregnant or breastfeeding;
- reports of drug interaction;
- reports of paternal exposure (before and during pregnancy) to a GSK Product;
- transmission of an infectious agent via a medicinal product;
- information received as part of a product quality complaint;
- unexpected therapeutic benefits – an unexpected improvement in a concurrent condition other than the one being treated

1.7. "**Incoterms"** means the Year 2010 edition of the International Chamber of Commerce Rules for the interpretation of trade terms.

1.8. "**Intellectual Property Rights"** means any and all rights in and/or to; (a) patents; (b) inventions, discoveries, utility models and improvements, whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and software or models; (d) proprietary copyrights and neighbouring rights; (e) moral rights; (f) rights to utility models; (g) trade marks and service marks; (h) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (i) database rights; (j) confidential information, know-how, trade secrets; and (k) other intellectual property rights; in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection that exist or will exist now or in the future in any part of the world.

1.9. **"Works"** means all objects of Intellectual Property Rights.

1.10. "**Losses"** means all damages, losses, claims, liabilities, costs, awards, damages resulting from an obligation to pay penalties, expenses (including legal fees and other professional expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable.

1.11. "**Packaging"** means all packaging for or relating to the Goods, including in particular, all bags, cases, carboys, cylinders, drums, pallets and other containers.

1.12. "**GSK"** means a company from the capital group of GlaxoSmithKline, as indicated in the Purchase Order, with its registered office in Poland, from among the following entities: (i) GSK Services Sp. z o.o. with its registered office in Poznań, at ul. Grunwaldzka 189, 60-322 Poznań NIP (tax identification number): 779-22-54-227, register number (according to article 63 of Act on waste) 000123753; (ii) GSK Commercial Sp. z o.o. with its registered office in Warsaw, at ul. Rzymowskiego 53, 02-697 Warsaw, NIP (tax identification number): 526-28-33-229, (iii) GlaxoSmithKline Pharmaceuticals S.A. with its registered office in Poznań at ul. Grunwaldzka 189, 60-322 Poznań, NIP (tax identification number): 777-00-00-206, register number (according to article 63 of Act on waste) 000092983 or (iv) GlaxoSmithKline Consumer Healthcare sp. z o.o. with its registered office in Poznań, atul. Grunwaldzka 189, 60-322 Poznań , NIP (tax identification number): 118 00 12 820, register number (according to article 63 of Act on waste) 000039080.

1.13. "**Purchase Order"** means an electronic file setting out the number of the purchase order and GSK's requirements for Goods or Services, which constitutes an

attachment to an email sent from an email address in the domain of @gsk.com to an email address indicated by the Supplier.

1.14. "**Services"** means the services specified in the Purchase Order, other than the sale or delivery of Goods.

1.15. "**Specification"** means the written specification for the Goods or Services supplied by GSK to the Supplier or produced by the Supplier and agreed in writing by GSK.

1.16. "**Supplier"** means the entity to which the Purchase Order is addressed.

1.17. "**Terms and Conditions"** means the terms and conditions set out in this document.

**2. STATUS OF THESE TERMS AND CONDITIONS**

2.1. These Terms and Conditions are applicable to the Parties' co-operation in respect of the sale or supply of Goods or the performance of Services set out in the Purchase Order, unless the Parties have concluded a written agreement within this scope. If the Parties have concluded a written agreement, the application of the Terms and Conditions is precluded. At the same time, the Parties decide that under no circumstances will any general terms or templates of any other kind, made or applied by the Supplier, apply to the Parties' co-operation.

2.2. The Purchase Order constitutes an offer by GSK to purchase the Goods or Services specified therein in accordance with these Terms and Conditions. An offer to conclude the Agreement is deemed to have been accepted by the Supplier on the earlier of: (a) the Supplier delivering to GSK a written acceptance of the Purchase Order, or (b) the Supplier performing any act consistent with fulfilling the Purchase Order, or c) the lapse of at least two business days from when GSK sends the Purchase Order, at which point the Supplier will not submit to GSK a statement on rejecting GSK's offer. At the request of GSK, the Supplier will deliver to GSK a written acceptance of the Purchase Order no later than two business days from delivering GSK's request to the Supplier to this effect.

2.3. The Supplier does not have the right to amend, supplement or accept with reservations an offer submitted to the Supplier by GSK, regardless of the scope of amendments, supplements or reservations. GSK's offer may be accepted or rejected by the Supplier only in its entirety.

2.4. Under no circumstances may an absence of GSK's answer to a statement sent by email cause an emergence, modification or termination of legal relations. The application of Articles 68(2) and 69 of the Civil Code is precluded to the extent in which they refer to offers addressed to GSK.

2.5. Within the scope of concluding Agreements on the basis of these Terms and Conditions, the application of Articles 66(1), 68 and 72 § 1 of the Civil Code is precluded.

**3. DELIVERY OF GOODS AND PROVISION OF SERVICES**

3.1. The Supplier must deliver Goods and must perform Services at the time and place specified in the Agreement or Purchase Order. The Supplier will supply GSK with details of the anticipated lead times between placing a Purchase Order and the delivery of any Goods, and will keep GSK informed of progress. All deliveries of Goods must be accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order or otherwise in the Agreement) showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods being delivered, special storage instructions (if any) and, if the Goods are being delivered by instalment, the outstanding balance remaining to be delivered. If Goods or Services are delivered in breach of the Agreement, the Supplier will be responsible for any costs incurred on this account. The quantity of Goods or Services specified in the Agreement may not be changed without GSK's prior written consent. Quantities of Goods or Services delivered in excess of those stated in the Agreement will not be accepted by GSK, and if they are accepted GSK will have no obligation to pay for them, in which case the Supplier will immediately take them back at its expense.

3.2. The Supplier will not deliver the Goods in instalments without GSK's prior written consent. Where it is agreed that Goods are to be delivered in instalments, they may (at GSK's discretion) be invoiced and paid for separately. However, a failure by the Supplier to deliver any one instalment on time or at all, or any defectiveness in an instalment will entitle GSK to the remedies set out in Section 7 (subject to GSK's other rights).

**4. PASSING OF TITLE AND RISK IN GOODS**

4.1. Unless Incoterms are agreed (in which case the risk will pass to GSK in accordance with the agreed Incoterms), the title and risk in the Goods will pass to GSK on acceptance of delivery at the place specified in the Agreement.

4.2. Neither payment by GSK, nor the passing of title or risk in the Goods or the Services to GSK will be deemed to constitute the acceptance of the Goods or the Services.

**5. PRICE AND PAYMENT TERMS**

5.1. The price for the Goods or Services will be set out in the Purchase Order. The price set out in the Purchase Order includes all expenses, costs and fees incurred by the Supplier and will exhaust all the financial claims of the Supplier, its employees and subcontractors on account of performing the Agreement, and GSK's use of the Works delivered as part of the Agreement in accordance therewith. Any increase of the price, regardless of its cause, requires GSK's express, prior consent, in writing, or will not be valid.

5.2. The price set out in the Purchase Order is a net amount and does not include VAT; however, it includes all other public levies, in particular customs and taxes, including the withholding tax. Within 14 days of delivering GSK's request to the Supplier, the Supplier will provide GSK with an original certificate of residence referring to the Supplier. If this document is not delivered to GSK, or if it is delivered after the deadline, all consequences of such an event will be borne by the Supplier. This refers, in particular, to GSK's failure to apply a tax rate resulting from a relevant international convention.

5.3. If the Supplier transfers Intellectual Property Rights to GSK, or grants GSK a licence for them, the price set out in the Purchase Order will include remuneration on this account (in respect of all areas of application resulting from the Agreement and regardless of the benefits that GSK will receive from exploiting a given object of Intellectual Property Rights), including all costs that the Supplier incurred in connection with obtaining licences making it possible to perform the Agreement within this scope. In addition, the Supplier has an obligation to indicate on the invoice the price for transferring Intellectual Property Rights or granting a licence with regard to them as a separate amount. If the Agreement does not set out the amount on this account, the amount will be 10% of the price specified in the Purchase Order and will be deemed included in this price.

5.4. Unless the Agreement or mandatory laws provide otherwise, the Supplier will issue an invoice or GSK will pay the price to the Supplier only after all Goods ordered are delivered or after the Service has been entirely performed, and the above circumstances are confirmed by GSK in writing. The payment will be made by GSK within 60 days of the Supplier delivering to GSK a correctly issued invoice.

5.5. GSK Services Sp. z o.o. declares that pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, it has the status of a large entrepreneur in accordance with the above-mentioned provisions.

5.6. GlaxoSmithKline Pharmaceuticals S.A. declares that pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, it has the status of a large entrepreneur in accordance with the above-mentioned provisions.

5.7. GlaxoSmithKline Consumer Healthcare Sp. z o.o. declares that pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, it has the status of a large entrepreneur in accordance with the above-mentioned provisions.

5.8. All invoices issued by the Supplier must include the number of the Purchase Order. The absence of the correct number of the Purchase Order constitutes a breach of the Agreement by the Supplier making it impossible for GSK to carry out the procedure of authorising and paying the amount due set out in the invoice. The delivery of an invoice that does not include the correct purchase order number will not result in commencing the time limit for payment, whereas such invoices will be deemed as having been issued incorrectly.

5.6. The Supplier has an obligation to send invoices directly to the address of GSK's Financial Office (*Kancelaria Finansowa GSK*) indicated in the Purchase Order. The delivery of an invoice to any other address (even the address of GSK's registered office) constitutes a breach of the Agreement by the Supplier, resulting in the suspension of the time limit for payment of the amount indicated in the invoice until the invoice is delivered to the correct address.

5.7. If GSK considers rightly that any invoice submitted by the Supplier is defective, or any part of it refers to Goods or Services inconsistent with the Agreement, then GSK will be entitled to withhold payment of the disputed amount pending resolution of the dispute between the Parties.

5.8. The Supplier will not be entitled to set off any amounts payable to it by GSK from the amounts payable by the Supplier to GSK without the prior consent of GSK, which must be expressed in writing or will be invalid.

**6. QUALITY AND FITNESS FOR PURPOSE OF GOODS**

6.1. The Goods and Services delivered must also comply in all respects with the Agreement and all laws and instruments (including standards and norms) issued on their basis, as well as standards and norms customarily applied in the industry in which the Supplier is active, unless the application of such standards or norms grants GSK a standard of Goods and Services less favourable for GSK than the one resulting from the Agreement or the law.

6.2. Notwithstanding Section 6.1, the Goods must be supplied with adequate instructions as to use, and no later than before the lapse of 1/10 of the use-by period, fit for the

purpose for which they are intended, of the highest quality, free from defects in design, material and workmanship.

6.3. The Supplier will ensure that the Goods comply with all requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods resulting from the laws, as well as the standards or industry norms customarily applied in the industry in which the Supplier is active, unless the application of such standards or norms grants GSK a standard of Goods and Services less favourable for GSK than the one resulting from the Agreement or laws.

**7. REJECTION, REPAIR AND REPLACEMENT OF GOODS**

7.1. In the event that the Goods do not conform with the Agreement, and independently of the possibility for GSK to enforce the rights vested in it under general principles, GSK may, at its discretion:

7.1.1. reject all or part of the Goods and return them to the Supplier at the Supplier's own risk and expense; and/or

7.1.2. require the Supplier to either repair or replace the Goods at the site of delivery or the Supplier's premises as soon as practically possible, whichever GSK determines, or to refund to GSK any amounts paid in respect of any Goods that do not correspond with the Agreement (and repaired or replacement Goods will themselves be subject to the obligations in the Agreement); and/or

7.1.3. in the case of incorrect delivery, require the Supplier to promptly reimburse GSK in respect of any costs (including, but not limited to, freight, clearance, duty and storage charges) incurred by GSK; and/or

7.1.4. purchase Goods elsewhere that, as nearly as practicable, comply with the Agreement (and any extra expense thus incurred will be paid by the Supplier to GSK on demand), provided that, before exercising the right to purchase elsewhere, GSK will give the Supplier a reasonable opportunity to replace the rejected Goods with goods that conform with the Agreement; and/or

7.1.5. claim damages for any other costs, losses or expenses incurred by GSK that are attributable to the Supplier's failure to carry out its obligations under the Agreement.

7.2. In the event of a rejection of all or part of the Goods in accordance with item 1 above, GSK will notify the Supplier in writing, and the payment obligation in relation to any such delivery will be suspended.

**8. STANDARD OF PERFORMANCE OF AGREEMENT**

8.1. While performing any activities aimed at completing the tasks entrusted to it under the Agreement, the Supplier has an obligation to act with the utmost care, which will be assessed taking into account the professional nature of the Supplier’s industry.

8.2. The Supplier warrants and represents that all activities it undertakes to perform the Agreement will comply with applicable laws and will not violate any third-party rights. If a third-party consent is required in order to obtain a right to perform a given aspect of the Agreement (including the consent of an administrative body), the Supplier has an obligation to obtain that consent.

8.3. The Supplier will ensure that all of its personnel and sub-contractors have relevant competences and qualifications to perform the Services, and that all necessary licences, work permits and other authorisations have been obtained.

8.4. If any materials necessary for the provision of the Services are not delivered fully in accordance with the stipulations in the Agreement, the Supplier will immediately make the correct delivery and will be responsible for all additional costs and expenses incurred by the parties in so doing.

8.5. GSK has the right to suspend any payment obligation in respect of the Services if the performance does not conform with the stipulations in the Agreement, or if the performance is delayed.

8.6. If the Services do not conform with the Agreement, GSK has the right to purchase Services from elsewhere, which as far as practicable will conform to the Agreement, and any extra expense incurred in so doing will be paid by the Supplier to GSK. Before exercising the right to purchase the Services from an alternative supplier, GSK will give the Supplier an opportunity to replace the Services in respect of which payment was cancelled with Services that conform with the Agreement.

**9. PACKAGING**

The Supplier will package and label the Goods in a manner suitable for transit and storage so as to enable them to reach their destination in a condition consistent with the stipulations of the Agreement. GSK will not pay for or return Packaging materials unless previously agreed between the Parties and confirmed in writing. The Supplier will ensure that Packaging complies with the law, including requirements pertaining to environmental and occupational health and safety standards. The Supplier has an obligation to introduce environmental improvements

to Packaging and will, where practicable, use minimal Packaging, recyclable Packaging and recycled Packaging materials.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. All materials provided to the Supplier by GSK, or an entity commissioned by it, in particular Specifications, assumptions, source materials especially in the form of trade marks, photographs, graphics, as well as the know-how and the potential creative contribution of GSK's employees into the performance of the Agreement, etc. are owned by or reserved only for GSK or an Affiliate, and will be used by the Supplier exclusively for the purpose of properly performing the Agreement. All Intellectual Property Rights to the above materials will remain with GSK or the relevant Affiliate.

10.2. The Supplier represents and undertakes that:

a. on the date of transferring Works to GSK, the Supplier will be entitled to Intellectual Property Rights to the Works and the ownership right to copies of Works within the scope necessary to perform the Supplier's obligations resulting from the Agreement, and all due financial claims of third parties connected with the Supplier performing or obtaining rights to Works and their copies will be fully satisfied;

b. without the prior consent of GSK, the Works will not be made available to the public or publicised in any other manner before the date of transferring the Works to GSK, unless the Works were created before the Supplier initiated co-operation with GSK and they do not include GSK's materials described in item 1 above.

10.3. Subject to the stipulations below, envisaging further rights of GSK and the obligations of the Supplier, the moment a Work is issued or made available to GSK, a non-exclusive licence is granted to GSK by the Supplier for the period of six years in Poland and worldwide, to use the Works in all areas of application and forms of exploitation, and in particular:

1) within the scope of recording and reproducing the Work – making copies of the Work by a specified technique, including printing, reprography, magnetic recording or digital technique, together with entry into computer memory;

2) within the scope of trade in the original or copies on which the Work was recorded – marketing, lending for use or the lease of the original or copies;

3) within the scope of publicising the Work in a manner other than specified in item 2) –performing in public, exhibiting, displaying, reproducing, and broadcasting and re-emitting, as well as making the Work publicly available in such a manner that everyone may have access thereto at a place and time they choose, including the internet;

and within the scope in which the Works constitute the software:

4) within the scope of the permanent or temporary multiplication of software, in full or in part, by any means or in any form;

5) within the scope of the translation, adaptation and modification of the layout, or any other changes to the software with the preservation of the rights of the person who made the changes;

6) within the scope of dissemination, including the lending for use or leasing a copy thereof.

10.4. The Supplier authorises GSK and expresses its consent to GSK making compilations of Works, in particular alterations and adaptations. If such alterations and other compilations of Works constitute an object of derivative copyrights within the meaning of Article 2 of the Act on Copyright and Related Rights, the Supplier hereby expresses its consent to GSK's disposal and use of such an object. The Supplier transfers to GSK the right to license the performance of a derivative copyright.

10.5. If a Work contains an image within the meaning of Article 81 par. 1 of the Act on Copyright and Related Rights, the Supplier declares that it is entitled to authorise GSK to use such an image and authorises GSK to exploit such an image within the scope described in item 3 above.

10.6. The Supplier undertakes to GSK that the authors of Works will not seek against GSK the rights to make payment of any amounts on the account of GSK's use of rights acquired on the basis of the Agreement, such use being consistent with the Agreement, regardless of the scope of exploitation, nor will they pursue any rights specified in Article 16 item 2, Article 16 item 4, Article 16 item 5 and Article 63 of the Act on Copyright and Related Rights. In particular, GSK will be entitled to mark the objects of Intellectual Property Rights in the manner of its choosing.

10.7. If the Supplier – as part of performing the Agreement – creates a database that does not meet the criteria of copyright protection, it is deemed that GSK is the producer of such a database, and that all the rights to the database will be vested in GSK.

10.8. Within the scope in which Works contain or refer to GSK's materials described in item 1 above, or within the scope in which Works were created for the first time in connection with concluding or performing the Agreement in favour of GSK, at the request of GSK which may be submitted by GSK to the Supplier within 10 years from concluding the Agreement, the Supplier will conclude a written agreement for transferring to GSK the Intellectual Property Rights to such Works, to the broadest

extent admissible by the law, without any limitations as to the territory and time of exploitation, as well as with the application of all the provisions of this Section, including in particular the areas of application and scope of exploitation. The Supplier will immediately conclude an agreement with GSK within the above scope, no later than within seven days from the date of GSK's request. Concluding the agreement will not constitute a basis for requesting GSK to pay any amounts. This stipulation of the Agreement has the nature of a preliminary agreement.

10.9. The Supplier represents and undertakes that GSK's use and disposal of the objects of Intellectual Property Rights, within the limits of rights vested in GSK by the Agreement, will not violate any third-party rights. If the Supplier's statement set out in the preceding sentence proves untrue, the Supplier will be liable for violations of Intellectual Property Rights and represents that in the case of disputes and third-party claims, they will satisfy all justified claims of such third parties, and Losses, and will reimburse to GSK reasonable costs incurred in connection with third-party rights, in particular the costs of legal representation of GSK in court and arbitration proceedings. GSK will inform the Supplier immediately about claims raised against GSK, and it will not accept a claim without the Supplier's prior consent.

**11. CONFIDENTIALITY AND PUBLICITY**

The Supplier will, and will ensure that its employees and sub-contractors will, keep confidential all information of a commercial or technical nature disclosed to the Supplier by or on behalf of GSK for the purpose of the Agreement, and will not disclose such information to any third party, nor use it for purposes other than the performance of the Agreement, without GSK's prior written consent. The Supplier will not, without GSK's prior written consent, disclose, copy, publicise or publish the fact of concluding or bringing into force the Agreement or any information related to the Agreement, including the name of GSK, any GSK Affiliate, the Goods, Services, or the place of delivery or performance.

**12. INSPECTION**

12.1. GSK, and any third party it appoints on its behalf, will have the right, upon prior notice, to inspect and carry out any tests or batch sampling it wishes on all Goods at the Supplier's premises (and the Supplier will ensure equivalent rights for GSK in relation to the premises of any sub-contractors and on any premises where the Services are provided). Where pre-shipped inspection is stipulated, the Supplier must, at its expense, facilitate the same and provide any or all relevant certificates of analysis. If, following any such inspection or testing, GSK considers that the Goods or Services are unlikely to comply with the Agreement, GSK will inform the Supplier and the Supplier will immediately take such remedial action as is necessary to ensure compliance. GSK will have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

12.2. Any inspections, tests, approvals or acceptance given on behalf of GSK in relation to the Goods or Services will not relieve the Supplier from its obligations or liabilities under the Agreement.

12.3. The Supplier will, and will ensure that its sub-contractors will, grant a right of access to GSK and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as GSK standards or any requirements set out in the Specification.

**13. DATA PROTECTION**

13.1. We inform that the personal data obtained by GSK in connection with initiating or carrying out co-operation on the basis of the Agreement, including in particular the first name, surname, address, contact details, designation of the business activity conducted by the Supplier, the content of agreements and correspondence between the Supplier and GSK, details included in VAT invoices, bookkeeping notes, accounts and other documents connected with the Parties' co-operation, as well as details of the Supplier's bank account, will be processed by GSK for purposes connected with the initiation, performance, settlement and reporting in respect of co-operation carried out with the Supplier, as well as for the purpose of exercising GSK's rights and obligations resulting from the Agreement concluded with the Supplier and the provisions of law. GSK is the controller of such personal data.

13.2. The Suppliers have the right to access their data, rectify it, delete or limit processing and have the right to object to the processing, as well as the right to transfer the data. Personal data will be processed as long as it is necessary and necessary depending on the type and purpose and to fulfill legal obligations, including in particular tax obligations. The data is provided voluntarily by the Supplier, however, without providing it, it is not possible to cooperate with GSK. Personal data of the Supplier may be made available to companies from the GSK group as well as to regulatory, governmental and law enforcement authorities. The Supplier may file a complaint to the competent supervisory authority (the President of the Office for Personal Data Protection) or to court if the data protection law of the Supplier has been infringed or if he suffered damage as a result of processing his personal data that is contrary to the law. If the Supplier has any questions regarding

the processing of personal data by GSK, he may contact the Personal Data Inspector GSK - PL.CPA@gsk.com. More about how we process and protect your personal data and about your rights can be found in the Privacy Policy located at: https://pl.gsk.com/pl/polityka-prywatności/.

13.3. If GSK as an administrator of personal data in relation to personal data processed for the purposes of the Agreement entrusts to the Supplier hereby processing this data (entrusting data processing), the Parties will conclude an appropriate agreement in writing in which they will determine the subject and duration of processing, nature and purpose processing, the type of personal data and the category of data subjects as well as the responsibilities and rights of the administrator and the processor.

**14. HAZARDS**

14.1. The Supplier will, and will ensure that its staff and those of any sub-contractor will, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by GSK from time to time.

14.2. The Supplier will provide applicable hazard information such as material safety data sheets, and will inform GSK of all regulations and guidance (statutory or otherwise) that the Supplier knows or believes to be associated with the Goods, and any combination of the Goods with another product.

14.3. The Supplier will indemnify GSK and its Affiliates, and keep them indemnified, on demand, from and against all Losses incurred or suffered as a result of or in connection with any third party claim arising from actions by the Supplier or the Supplier's sub-contractors, resulting in the alleged release of any waste, hazardous substance or other pollutant.

14.4. The Supplier will endeavour to exceed any statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of GSK.

**15. RESPONSIBILITY FOR INFORMATION**

The Supplier will be responsible for any errors or omissions in any drawings, calculations, Packaging details or other particulars supplied by the Supplier, whether such information has been approved by GSK or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by GSK.

**16. SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS**

16.1. For the duration of the period in which any Services are being provided, the employment of any employee of the Supplier will remain with the Supplier and will not pass or otherwise transfer to GSK or its Affiliates, and nothing in the Agreement will be construed or have effect as constituting any relationship of employer and employee between GSK (or its Affiliates) and the employees and/or sub-contractors of the Supplier. The Supplier agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any income tax, national insurance contributions, and any other taxation that may arise from the provision of the Services, and will indemnify GSK and its Affiliates, and keep them indemnified, on demand, from and against all Losses incurred or suffered as a result of or in connection with GSK or its Affiliates having to pay any tax, income tax or national insurance contributions and/or make any deductions at source in respect of the Services.

16.2. Supplier shall not entrust performance of any of its obligations under the Agreement to any third party or subcontractor unless Supplier has obtained prior GSK's written approval. In case Supplier intends to engage third party or subcontractor it shall immediately inform GSK thereof and shall apply for GSK's consent providing GSK with justification for use of third party or subcontractor. In all events Supplier shall be liable for any and all acts or omissions of third parties or subcontractors as for its own acts or omissions and shall ensure that such third party or subcontractor shall agree to be bound by terms of the Agreement.

16.3. Begore Supplier engages third party or supplier it shall make sure that there exists no conflict of interest between subcontractor/third party and GSK and that subcontractor/third party are not linked or affiliated with GSK and its employees by way of connections of financial, personal or other kind.

16.4. Before Supplier engages new third party or subcontractor, Supplier shall inform GSK about this 2 months in advance to enable GSK to verify the subcontractor/third party.

16.5. Supplier hereby declares that in case of performance of all or part of the Agreement with use of subcontractors, before such use takes place it shall hand over to subcontractor "GlaxoSmithKline's Principles of Co-operation with Business Partners" and obtain written approval thereof.

**17. SOFTWARE DEFECTS**

17.1. The Supplier warrants that any Goods or Services comprising computer hardware or software, and supplied by Supplier to GSK:

17.1.1. are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorised access or allow the Products to be disabled, have content erased, or otherwise be harmed, have been duly tested to ensure that there are no hazards described above, and are subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by GSK, and the Supplier will ensure that corresponding obligations are imposed with its sub-contractors or agents;

17.1.2. have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme, and do not include any open source, freeware or shareware (unless otherwise agreed in writing in advance by GSK); and

17.1.3. will comply and function substantially in accordance with any related user documentation.

17.2. The Supplier warrants that neither the performance nor the functionality of the hardware or software will be adversely affected by any changes caused by the advent of a particular calendar date.

17.3. The Supplier will indemnify GSK and its Affiliates, and keep them indemnified, on demand from and against all Losses incurred or suffered as a result of or in connection with the Supplier's breach of the warranties set out in items 1 and 2 above.

**18. INDEMNITY AND INSURANCE**

The Supplier will indemnify GSK and its Affiliates and keep them indemnified from and against all Losses incurred or suffered as a result of or in connection with any defect in the Goods or Services, or any breach by the Supplier of its obligations hereunder, under the Agreement, or any statutory duty, or from any act or omission of the Supplier's employees, representatives or sub-contractors.

**19. ETHICAL STANDARDS AND HUMAN RIGHTS**

19.1. Unless otherwise required or more strictly regulated by law, the Supplier warrants that, in relation to the performance of the Agreement:

19.1.1. it does not employ, engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

19.1.2. it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

19.1.3. it provides a safe and healthy workplace, presenting no immediate hazards to its employees; any housing provided by the Supplier to its employees is safe for habitation; it provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;

19.1.4. it does not discriminate against any employees on any grounds (including race, religion, disability or gender);

19.1.5. it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse, and does not use cruel or abusive disciplinary practices in the workplace;

19.1.6. it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher), and provides every employee with all legally mandated benefits;

19.1.7. it complies with the laws on working hours and employment rights in the countries in which it operates;

19.1.8. it is respectful of its employees' right to join and form independent trade unions and freedom of association.

19.2. The conclusion of Agreement shall be tantamount to Supplier's confirmation that there exists no conflict of interest in connection with performance of the Agreement and that Supplier is not linked or affiliated with GSK and its employees by way of connections of financial, personal or other kind.

19.3. The Supplier agrees that it is responsible for controlling its own supply chain and that it will encourage compliance with ethical standards and human rights by suppliers of goods and services that are used by the Supplier under the Agreement.

19.4. The Supplier will ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

19.5. GSK reserves the right, upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary), to enter the Supplier's premises to monitor the Supplier's compliance with the warranties set out in item 1 above, and the Supplier will, to the extent permissible by the law, provide GSK with any relevant documents requested by GSK in relation thereto.

**20. TERMINATION OF THE AGREEMENT**

20.1. If either party to the Agreement is in breach of the Agreement and does not remedy the breach within 30 days of notice from the other party to do so (if capable of remedy), then the other party may terminate the Agreement immediately by notice to the party in breach.

20.2. If, at any time during the term of the Agreement, there is any change in the legal or beneficial ownership or Control of the Supplier:

20.2.1. the Supplier will immediately notify GSK, in writing; and

20.2.2. GSK may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership or Control of the Supplier, terminate the Agreement immediately by notice, in writing, to the Supplier if it considers, at its sole discretion, that the change of ownership or Control is prejudicial to its interests.

20.3. Notwithstanding the above stipulations, GSK has the right to terminate the Agreement at any time for any reason whatsoever, by giving the Supplier notice, in writing, in compliance with a notice period of at least 14 days.

**21. CONSEQUENCES OF TERMINATION**

21.1. Within seven days after the termination of the Agreement for any reason, the Supplier will:

21.1.1. at GSK's option and expense, deliver to GSK (or as GSK directs) all the quantities of the Goods in its possession that comply with the Agreement;

21.1.2. at the Supplier's expense, return to GSK all documents provided to the Supplier by GSK; and

21.1.3. at the Supplier's expense, ensure that all materials containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by GSK to the Supplier, are returned to GSK or destroyed by the Supplier at GSK's discretion.

21.2. With effect from the termination of the Agreement, the Supplier will not make any use, for any purpose whatsoever, of any Intellectual Property Right that is the property of GSK.

21.3. The termination of the Agreement or the withdrawal of any Goods or Services from the Agreement will be without prejudice to the continuation in force of Sections 1, 2, 7, 10, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23.3, 23.5 and 23.6. The Supplier will provide GSK with support in respect of any investigations carried out by GSK or any regulator with respect to the Goods or Services carried out prior to or after such termination or withdrawal. GSK will reimburse the Supplier's reasonable expenses in providing such assistance.

21.4. The termination or expiry of the Agreement will not release either party from any liability or consequences of events occurring prior to the termination or expiry. A fair and reasonable price will be paid for all completed Services that have been delivered to GSK and which comply with the Agreement.

**22. ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

22.1. No part of the Supplier's rights and obligations under the Agreement may be assigned without the prior consent of GSK (acting at its sole discretion), which must be expressed in writing in order to be valid, and any such consent will not be deemed to relieve the Supplier of any of its obligations to GSK pursuant to the Agreement.

22.2. GSK is entitled at any time, by notice in writing to the Supplier, to assign all or any part of its rights and obligations under the Agreement to any Affiliate or to any successor in title to all or part of that part of GSK's business that relates to the Goods or Services.

**23. GENERAL PROVISIONS**

23.1. The Agreement contains the whole agreement between the parties in respect of the subject matter of the Agreement, and supersedes all prior written or oral agreements, arrangements and understandings between them relating to that subject matter.

23.2. Nothing in the Agreement will create, or be deemed to create a partnership, joint venture or other relationship between the parties other than the contractual relationship expressly provided for in the Agreement.

23.3. If any provision of the Agreement is found to violate mandatory laws, that provision – to the extent to which it violates the law – will be treated as removed from the Agreement, which in its remaining part will continue to be fully binding on the Parties, and the removed provision will be regarded as never having been included in the Agreement. If it is necessary to preserve the cohesion of the Agreement, then the Parties undertake to negotiate in good faith, in order to replace the removed provision with another alternative provision that is consistent with the law and analogous to the removed provision.

23.4. These Terms and Conditions will apply to Agreements concluded on the basis of Purchase Orders sent by GSK commencing from the effectiveness date of the Terms and Conditions indicated in the heading of this document. GSK is entitled

to amend the Terms and Conditions at any time by posting the updated version of the Terms and Conditions at www.gsk.com.pl. In the case of Suppliers on whom the Agreement was binding at the date of introducing a new version of the Terms and Conditions, the new version of the Terms and Conditions will be communicated to the Supplier at least seven days in advance, in such a manner that it may easily familiarise itself with the content of the new Terms and Conditions, in particular through the delivery of a written document or by e-mail. The remaining extent of the Agreement may be altered only in the form of a written document signed by duly authorised representatives of both parties.

23.5. The Agreement is governed by and will be construed by Polish law. The Parties fully preclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to the Agreement. Any references in the content of the Terms and Conditions to specific legislation will be references to legislation applicable in Poland.

23.6. The parties irrevocably agree that Polish courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter. The disputes or claims referred to above will be resolved by a state court with jurisdiction over the registered office of GSK.

23.7. The Terms and Conditions are applicable only to Agreements made by GSK with business entities within the meaning of Article 43(1) of the Civil Code. The application of the Terms and Conditions to consumer relations is fully precluded.

## 24. ADVERSE DRUG REACTION REAPORTING

24.1 During the contact duration if the Supplier or any of its sub-contractors are informed or becomes aware of an Adverse Event (AE) or related human safety information (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK. All AE and human safety information must be reported to GSK through **Dział Medyczny GSK Services Sp. z o.o. e-mail: uyz84328@gsk.com, fax: 022 576 92 81,** within 24 hours of initial receipt (or next working day if over a weekend).

24.2 Adverse Event (AE) and related human safety information is defined as information relating to human health and/or wellbeing arising following exposure of humans to GSK products such as adverse event information.

24.3 It is against GSK Policy for personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.

24.4 Supplier or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends GSK were sent without error. If a failure notification is received, Supplier or its contractors shall immediately re-send the AE and take reasonable steps to ensure the same does not occur again.

24.5 Supplier is responsible to follow all local regulations for reporting of safety events.

24.6 Upon termination of the contract Supplier is responsible to submit all AEs and supporting documentation as required.

## ADDITIONAL REQUIREMENTS TO GSK WE COOPERATE WITH THIRD PARTY

1. The Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Terms and Conditions “Government Official" (where ‘government’ means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate

for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.

2. GSK shall be entitled to terminate this Agreement immediately on written notice to the Supplier if the Supplier fails to perform its obligations in accordance with this Clause 1 above. The Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause.
3. The Supplier represents and warrants, to the best of its knowledge, that in connection with this Agreement, it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity); and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates. The Supplier shall be respectful of its employees right to freedom of association and The Supplier shall encourage compliance with these standards by any supplier of goods or services that it uses in performing its obligations under this Terms and Conditions.
4. In addition, the Supplier declares that he has read the GSK document. Co-operation with third parties *http://www.gsk.com/media/2498/working-with-third-parties.pdf* and agrees that, in the event of cooperation with GSK, co-operate in accordance with the provisions of the aforementioned provisions of this document.

**SIGNED BY DULY AUTHORIZED:**
/signatures on the original/

**On behalf of GSK Services sp. z o. o. :**
Grzegorz Ziemkiewicz
Krzysztof Kepiński

**On behalf of GSK Commercial sp. z o. o.:**
Grzegorz Ziemkiewicz
Krzysztof Kępiński

**On behalf of GlaxoSmithKline Pharmaceuticals S.A. :**
Robert Książkiewicz
Bartosz Dziadek

**On behalf of GlaxoSmithKline Consumer Healthcare sp. z o. o**
Sławomir Szymankiewicz