

TERMS & CONDITIONS OF PURCHASE

1. GENERAL REMARKS: The following 'Terms & Conditions of Purchase' are deemed to include the Supplier Code of Conduct, as amended from time to time ("Supplier Code of Conduct") and shall apply to all Purchase Orders ("Order") placed by Upjohn Middle East FZ LLC, Mylan FZ LLC or Meda Pharmaceuticals MEA FZ LLC (hereinafter referred to as "Buyer"), unless the order expressly specifies otherwise. The applicability of the Seller's general terms and conditions of business, including without limitation terms and conditions mentioned in the Seller's offer or order confirmation, shall be excluded under all circumstances, even if they do not contradict these Terms & Conditions of Purchase, unless they were explicitly accepted by Buyer in writing. However, in the event Buyer and Seller have concluded written agreement defining their rights and obligations in respect to subject matter of the order, the provisions of such concluded agreement shall prevail in the event of inconsistencies with the conditions set forth in this Terms & Conditions of Purchase. Any modifications and amendments of this Terms & Conditions of Purchase may only be made in writing and exclusively with respect to such individual Order in question. Unless repugnant to the context, the term "goods" shall include services.

2. ACCEPTANCE: Unless otherwise waived / advised by the Buyer, acceptance of this Order shall be communicated in writing within Three (3) business days from receipt of the Order by the Seller. In the absence of a written acceptance hereof, the delivery of any material, equipment or services ordered thereunder by the Buyer, shall be at the sole discretion of the Buyer.

3. PRICE: Prices stated in the Order are final and will remain firm until the execution of the Order. No modifications therefrom will be accepted without a specific agreement in writing signed by Buyer.

4. DELIVERY: Time is of the essence and in case the goods or services are not received within the stipulated delivery date, the Buyer reserves the right (without prejudice to any other rights it may have) (i) to cancel the order or any part thereof without any penalty to the Buyer; or (ii) refuse to accept any subsequent delivery of the goods or services which the Seller attempts to make ; or (iii) return the goods part-delivered or services part-rendered to the extent practicable, at the expense of the Seller or (iv) recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the goods and services in substitution from another vendor; or (v) claim damages for any additional costs incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the goods or services on the due date; or (vi) Unless higher liquidated damages are stated on the Order, recover from the Seller as liquidated damages at 1% of purchase order price for delay of each full week or part thereof, subject to a maximum of 10% of the Order price. When a date of delivery is stipulated in the Order or where an Order is placed for the supply of goods in accordance with a program, such stipulation shall be the essence of such Order.

5. MATERIAL: Buyer reserves the right to accept / reject the whole or any part of the supply if not found suitable for use due to discrepancies in quality, specifications, weight, dimensions etc., or due to delayed or irregular delivery. The rejected supplies shall have to be lifted by the Seller from the factory or such other place as maybe specified by the Buyer within fifteen (15) calendar days from the date of rejection, at the Seller's risk and expense and the Buyer shall not be responsible for any loss and/or damages to the same. The Buyer assumes no obligation in relation to the supplies delivered in excess of those specially ordered. The Buyer will not be liable in respect of any Order not given or confirmed on its official printed forms duly signed by the Buyer or his authorized representative.

6. CONFORMANCE TO THE TECHNICAL SPECIFICATION: The goods or services as per the Order are to be supplied strictly in accordance with the specifications indicated in the Order. Any deviations, whatsoever, from the said specifications are liable to be rejected wholly or in part. However, Buyer shall have the right to make changes to the designs, specifications and/or quantity, as applicable, covered by the Purchase Order any time, by written notice.

7. INSPECTION: Without prejudice to the Seller's obligations of supplying the goods that meet the specifications and conform to the warranties, the Buyer, or any third party nominated by the Buyer shall have the right to inspect goods at any time before dispatch and require such tests as may be required to be carried out to their satisfaction and for this purpose the Seller shall allow the Buyer's representatives reasonable access to Seller facilities and address and notify Buyer when the goods are ready for inspection or testing (OR) alternatively all goods supplied shall be subject to inspection by Buyer at the point of delivery. Goods not approved on inspection, either with regard to the quality or quantity shall be rejected by the Buyer within reasonable time. If defective goods are shipped or services rendered are deficient, without prejudice to other remedies available to the Buyer including but not limited to the indemnification obligations of the Seller, the Buyer may, at its sole discretion, demand the Seller to take any one or more of the following relief measures: (i) accept returns at its own risk and expense, within fifteen (15) calendar days of notification of rejection by Buyer, and to replace some or all of the defective goods or services as Buyer deems necessary; and/or (ii) supply additional quantities of the goods or services in the event there is a shortfall in quantity; and/or (iii) refund of received for the non-conforming Products or deficient services; and/or (iv) reimburse the Buyer for all reasonable expenses

incurred by the Buyer resulting from any rejection or correction of defective goods or services. Without prejudice to the Buyer's rights as stated herein, the Buyer shall also be entitled to sell or dispose off the supplies after expiry of the said 'fifteen (15) calendar days notification period', on the account and risk of the Seller either by public auction or by private sale without any further notice to the Seller.

8. PACKING: The goods supplied must be sufficiently and properly packed and the Seller shall adhere to any special instructions given by the Buyer. Detailed specification of contents must be attached to each package in compliance with applicable laws (including but not limited to name of goods, gross and net weight, batch number and manufacturing and expiry date). Unless otherwise specifically stated, all packing cases, containers and other packing material shall be supplied free. Any loss arising due to improper packing will be to Seller's account and Buyer will not be liable for any damage or loss in transit.

9. PAYMENT: The payment will be made as per the actual weight or quantity received by Buyer. The Buyer's records shall be considered final and conclusive on these points. Buyer shall make the payment within such timelines as are stated in the Order, against the bills upon receipt of material in good condition. Buyer is unilaterally entitled to set off any payments of the Seller against any claims of its Affiliates against the Seller or its Affiliates.

10. SHIPPING DOCUMENTS: Deliveries shall be accompanied by appropriate shipping documents including those specifically mentioned by Buyer, if any. All shipping documents and/or invoices shall contain the Purchase Order Number and, where applicable, any additional identification numbers or information as to the specific goods or services.

11. GUARANTEE / WARRANTY: The Seller warrants that the goods when delivered (1) would be of good material and workmanship, merchantable and free from any defect, legal or otherwise, (2) would conform strictly to the specifications, drawings or samples specified or furnished in purchase order, QA contract and all the relevant cGMP regulations, and (3) would be fit for the intended use and purpose. All warranties shall survive any intermediate or final inspections, delivery, acceptance, or payment by purchase and shall continue in effect – in the case of services- through a period of one year commencing from the date of rendering of such services to the Buyer and in the case of goods, through the residual useful life of such goods. The Seller agrees that he and his sub-contractors have and will continue to possess all the licenses, permissions and certificates needed for the manufacture, sale and delivery of goods and perform the services required, hereunder, in accordance with the currently applicable GMP rules and other applicable laws. The Seller agrees to comply with all applicable laws and adhere to ethical business practices.

12. TRANSIT RISK: The goods shall be delivered by the Seller to the Buyer at the Buyer's place of business or at such other place of transportation as may be specified in the Order provided nevertheless that from the time of the dispatch thereof from the Seller's premises and until such delivery, the risk of any loss or damage to or deterioration of the supplies from whatsoever cause arising shall be borne by the Seller.

13. SUBLICENSE/SUBCONTRACT: Seller is not entitled to sublicense or subcontract any of its obligations under the Order without the prior written consent of Buyer, which consent may be granted at its sole discretion. In the event that Buyer does grant any such approval: (a) Seller will nonetheless remain fully liable for the performance of its obligations hereunder; and (b) Seller will be exclusively responsible for all costs associated with any such sublicense or subcontract arrangement.

14. LIABILITY FOR INJURY: If the Seller is required by the terms of this Order to perform any work on the Buyer's premises, the Seller agrees that the Seller shall be responsible for any damages or injuries to persons or property, including Buyer's employees and agents, workers or employees, in connection with the performance of such work, and that the Seller, shall save harmless and indemnify the Buyer from and against any liability for such damages or injuries. Before commencing such work, the Seller shall furnish to the Buyer a certificate of insurance, for an adequate amount, covering risks under Public Liability and Property Damage Insurance and Workman's Compensation Insurance.

15. NOTICE OF INSPECTION: Seller shall provide Buyer with prior notice of, and the opportunity to attend (itself or through a representative of Buyer), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the goods are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, Seller shall provide notice and a summary of the results of such inspection to Buyer within three (3) business days after such inspection. Seller shall provide Buyer with copies of any written inspection reports, requests, directives or other correspondence or communications issued to Seller by any regulatory authority relating to the Covered Activities or the goods ("Regulatory Communications") within three (3) business days of Seller's receipt thereof. Prior to responding to any Regulatory Communications, Seller will provide a copy of any such responses to Buyer for Buyer's review and comment.

16. COMPLIANCE: (a) The obligations of Buyer under this Order is subject to the Seller complying with all anti-corruption laws applicable in the territory, including, but not limited to the United States Foreign Corrupt Practices Act, 1977 ("FCPA") and U.K. Bribery Act, 2010 ("UKBA"). Notwithstanding any other provision of this Order, failure to comply with the provisions of all such laws by the Seller, including but not limited to FCPA and UKBA, shall result in immediate termination of this Order by the Buyer at its election and in its sole discretion without the requirement of prior notice and without the need to pay any compensation to the Seller. The Seller shall forthwith refund all moneys advanced by the Buyer without any demur or protest

17. SUPPLIER CODE OF CONDUCT: The Supplier undertakes to adhere to the Supplier Code of Conduct (as may be amended from time to time), a copy of which is available at <https://www.viatris.com/en/About-Us/Corporate-Governance>.

18. REMEDIES: The remedies reserved in this Order shall be in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach or of such provision. Any waiver of the terms of this Order shall only be in writing.

19. MODIFICATION OF PURCHASE ORDER AND NONASSIGNMENT: This Order contains the complete and final agreement between the Buyer and Seller and no agreement or the course of dealings between the Buyer and Seller or any usage or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon the Buyer unless made in writing and signed by the Buyer or the Buyer's authorized representative. The Seller shall not assign this Order or any money due or to become due hereunder without the prior written consent of the Buyer or the Buyer's authorized representative.

20. CONFIDENTIALITY: All Orders placed by Buyer and drawings, documents, specifications, know how etc., given in pursuance of the Order are strictly confidential, the Seller shall not dispose of any part of the Order or publish or cause to be published, any details of this Order without the Buyer's previous written consent.

21. INTELLECTUAL PROPERTY: Seller represents, covenants, warrants and guarantees that (1) the supplies specified herein and their importation, storage, use, manufacture, sale or supply, alone or in combination, do not violate any third parties rights, particularly infringement of any Indian or foreign intellectual property rights and agrees to indemnify the Buyer against all judgments, decrees, costs and expenses resulting from any such alleged infringements, and covenants that Seller will, upon request of the Buyer and at the Seller's own expense defend, or assist in the defense of action which may be brought against the Buyer or those engaged with the Buyer's products.

22. DISCLOSURE OF INFORMATION: The Seller hereby agrees to share details whether in written, electronic or visual form, pertaining to manufacturing or production, technical details, specifications and such other information as is required to render the goods or services usable for the purposes intended. The Seller shall obtain the prior written consent of the Buyer, in the event of any change in the Route of Synthesis ('ROS') of Key Starting Materials, Intermediates or other raw materials, which is likely to have an impact on the regulatory filings. Subject to the confidentiality obligations, the Seller agrees to provide the Buyer with a detailed ROS upon request and agrees to support the Buyer and its Affiliates in the event of any litigation.

23. TERMINATION: (A) The Buyer reserves the right to cancel this Order or any part thereof. (B) Notwithstanding anything contained hereto the Buyer shall be entitled to rescind the Order, in whole or in part, if delivery of the goods is not made in accordance with the terms of this Order.

24. INDEMNIFICATION: The Seller hereby agrees, at its sole cost and expense, to defend, hold harmless and indemnify (collectively, "Indemnify"), to the extent permitted by applicable law, Buyer and its affiliates and their respective directors, officers and employees of such persons and the respective successors and assigns of any of the foregoing (the "Buyer Indemnitees") from and against any and all loss or losses liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys' fees and other expenses of litigation) (collectively, "liabilities") resulting from a breach of the representations, warranties, guarantees or the covenants under this Order in addition to any suits, claims, actions and demands, in each case brought by a third party against the Buyer Indemnitees;

25. GOVERNING LAWS: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be the Dubai International Financial Center.

The language to be used in the arbitration shall be English.
The governing law of the contract shall be the substantive law of the United Ara Emirates.