

JAZZ PHARMACEUTICALS UK LIMITED ("JAZZ") / STANDARD TERMS AND CONDITIONS OF SALE TO CUSTOMERS

1. In these Standard Terms and Conditions of Sale, unless the context requires otherwise, the following words and expressions shall have the following meanings:

- (a) **"Customer"** means the person, firm, company, institution or legal entity purchasing the Products from JAZZ under the terms of the Supply Contract.
- (b) **"Products"** means the pharmaceutical products and/or medical devices supplied directly by JAZZ, the sale and purchase of which is governed by the Supply Contract.
- (c) **"Main Supply Contract"** means the contract (if any) between JAZZ and the Customer setting out other general terms and conditions applicable to the purchases of Products made by the Customer.
- (d) **"Standard Terms and Conditions of Sale"** means the terms and conditions set out herewith.
- (e) **"Supply Contract"** means the Main Supply Contract (if any) together with the Standard Terms and Conditions of Sale entered into between JAZZ and the Customer from time to time for the sale and purchase of the Products.

The Main Supply Contract (if any) and the Standard Terms and Conditions of Sale form part of the Supply Contract and shall all have the same force and effect. However, to the extent that any provision of the Main Supply Contract (if any) and/or the Standard Terms and Conditions of Sale are inconsistent or conflicts with another provision then, the following order of precedence shall apply at all times: (1) the provisions of the Main Supply Contract (if any); and (2) the provisions of the Standard Terms and Conditions of Sale. Any purported addition, modification, variation or exclusion of the provisions of the Supply Contract (whether contained in any document of a Customer or otherwise) shall have no effect unless agreed in writing in advance by JAZZ. Unless otherwise stated, JAZZ reserves the right to amend, vary or alter the provisions of the Supply Contract at any time, upon prior written notice to the Customer. All Products sold by JAZZ are sold under the Supply Contract and the placing of an order for Products by a Customer with JAZZ shall be deemed to mean acceptance by the Customer of the Supply Contract.

2. Acceptance of the Customer's order by JAZZ is subject to (without limitation) a satisfactory credit check carried out by (or on behalf of) JAZZ and supplies of the Products being available and unsold. JAZZ reserves the right not to accept Customer orders (in full or in part) at any time and for any reason. When JAZZ accepts orders placed by the employees, agents or contractors of the Customer, JAZZ shall not be responsible for vetting the authorisation of such employee, agent or contractor and JAZZ shall not be liable to the Customer for any financial losses incurred by virtue of JAZZ's acceptance of such an order. There are no minimum order quantities for the Products. However, JAZZ may charge the Customer additional fees/charges (including delivery or carriage costs) if the size of the orders processed for Products are small. Any additional fees/charges shall be communicated to the Customer in advance for approval prior to processing such order.

3. The price payable by the Customer to JAZZ for the Products shall be the price stated on the invoice. Unless otherwise stated, the price for the Products are exclusive of Value Added Tax and other similar turnover taxes that are required by local law to be disclosed as a separate item on the relevant invoice. JAZZ will not accept any claims for incorrect Value Added Tax on sales invoices unless those claims are made within a three year period from the date of the invoice containing the incorrect Value Added Tax amount. Unless otherwise agreed in writing by JAZZ, the payment of all sums due to JAZZ for the Products shall be made by the Customer to JAZZ within thirty (30) days of the invoice date. It is essential to the Supply Contract that the Customer pays for the Products on time and in full in cleared funds. Without prejudice to any other right or remedy available to JAZZ, JAZZ shall be entitled to charge interest in an amount equal to four percent (4%) above LIBOR on a daily basis on all amounts owed to JAZZ and not paid when due. Any credit terms extended by JAZZ to the Customer are subject to review by (or on behalf of) JAZZ from time to time. JAZZ reserve the right to vary or withdraw credit facilities at any time and without prior written notice. To facilitate this review, the Customer agrees to provide to JAZZ (and/or any agent or sub-contractor acting on behalf of JAZZ) on request up-to-date financial information.

4. JAZZ may terminate the Supply Contract at any time by giving one month's prior written notice to the Customer. In the event that: the Customer makes any voluntary arrangement with its creditors or becomes insolvent or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administrative order or has a winding up petition made or passes a resolution for voluntary winding up or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession of any of the property or assets of the Customer or a receiver or a liquidator is appointed; or the Customer ceases or threatens to cease, to carry on business; or JAZZ has reason to believe (acting reasonably) that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly; or the Customer commits a material or serious breach of the Supply Contract, then, without prejudice to any other right or remedy available to JAZZ, JAZZ shall be entitled to: (a) terminate the Supply Contract, and/or (b) suspend any further deliveries of Products with immediate effect, and/or enter without prior notice any premises where the Products may be, and to repossess the Products so as to discharge any sums owed to JAZZ by the Customer under the Supply Contract, and the Customer's right to sell or otherwise dispose of the Products shall terminate immediately and all sums owing to JAZZ by the Customer shall become immediately due and payable without the need to give any prior notice notwithstanding any previous arrangement or agreement to the contrary.

5. The Customer shall determine a place to receive delivery and shall be responsible for the security of that delivery location. JAZZ shall ensure that it or its carrier delivers the Products to the requested delivery location only if in JAZZ's reasonable opinion it is suitable, safe, secure and complies with any regulatory and registration requirements in full. The delivery address must be notified by the Customer to JAZZ in advance. Delivery dates are estimates only and time of delivery is not of the essence. JAZZ shall not be liable for any loss whatsoever or howsoever arising caused by late or non-delivery of the Products. JAZZ reserves the right to make delivery of the Products by instalments. A Customer shall either itself or by its duly authorised representative sign the delivery note as acknowledgement of full delivery. On delivery to the delivery location nominated by the Customer, JAZZ shall be entitled to assume that any signature given is that of a duly authorised representative. JAZZ reserves the right to make a reasonable delivery/carriage charge on all urgent deliveries of Products made at the request of a Customer. JAZZ shall have the right to cancel or delay deliveries or to reduce the amount delivered, if JAZZ is prevented from or hindered in or delayed in manufacturing or in delivering by the normal route or means of delivery, the Products covered by the Customer's order, through any circumstances beyond its reasonable control, including but not limited to strikes, lock-outs, accidents, reductions or unavailability of power at a manufacturing plant, break-down of plant or machinery, or shortage or unavailability of Products from the normal source or route of supply. JAZZ shall be under no liability arising out of its failure to deliver.

6. JAZZ shall have no liability for any defects or shortages that would be apparent on careful inspection of the Products on delivery unless a written complaint is sent to JAZZ within three (3) days of delivery of the Product. The Customer must retain all damaged Products and/or packaging for inspection by JAZZ. JAZZ's liability in respect of defects or shortages shall be limited to either providing replacement Products or giving credit for such Products as determined by JAZZ.

7. Notwithstanding delivery, legal and beneficial title to the Products shall remain with JAZZ until payment for the Products is received in full and clear funds by JAZZ. The Customer shall keep the Products in satisfactory condition as bailee on a fiduciary basis for and on behalf of JAZZ until title passes. The Customer shall during such time: (a) keep (at no cost to JAZZ) the Products separate and readily identified as JAZZ's at a location belonging to the Customer (or at a location agreed with JAZZ), and (b) not destroy, deface or obscure in any way any identifying mark or packaging on the Products. The Customer may sell the Products before legal and beneficial title passes to the Customer solely on the following conditions: any sale is in the ordinary course of the Customer's business and the Customer holds the amount of the proceeds that represents the amount owed by the Customer to JAZZ on JAZZ's behalf; and any sale is a sale on the Customer's own behalf (not on behalf of JAZZ) and the Customer deals as a principal when making the sale. If a Customer defaults in payment on the due date or if any event specified in Section 5 shall occur JAZZ shall be entitled (without prejudice to its other rights under the Supply Contract) at any time to enter upon any land or premises where the Products are located for the time being to recover the Products. The risk in the Products shall pass to a Customer at the point of delivery, which shall be the point at which the Products are off loaded from the carrier's vehicle at the delivery location specified by the Customer and approved by JAZZ. JAZZ shall, notwithstanding that legal and beneficial title in the Products is retained by JAZZ as stated above, have no responsibility in respect of the safe custody of the Products thereafter. Accordingly, the Customer should insure the Products against such risks (if any) that the Customer thinks appropriate. In the absence of written advice from the Customer to JAZZ in accordance with Section 7 above, the Products shall be deemed to have been delivered and accepted by the Customer complete and in a satisfactory condition.

8. JAZZ warrants that the Products are manufactured with reasonable care and skill and are of satisfactory quality. JAZZ will not be liable for any faults in the Products caused by the Customer as a result of deliberate damage, negligence, failure to follow JAZZ's instructions (including without limitation storage requirements) or misusing the Products.

Subject to Section 7, JAZZ shall have no further liability in respect of the Products or any defects therein or any shortages in the quantity of Products delivered and all representations, conditions, guarantees and warranties whether express or implied by law as to the quantity, quality of the Products or their fitness for a particular purpose or otherwise are expressly excluded except insofar as such exclusion is prevented by law. Nothing in the Supply Contract shall be deemed to limit or exclude the liability of either JAZZ or the Customer for death or personal injury caused by their negligence. JAZZ's liability in respect of the Products hereunder (whether arising by reason of breach of contract or under the general law of tort), subject to Section 9 above, shall in no event exceed the purchase price of the Products nor extend to the Customer's loss of profits, increased cost of working or any other consequential loss.

9. No Products that require refrigerated storage or which have been discontinued will be accepted for return and credit by JAZZ. JAZZ will only accept Products for return and credit or provide replacement Product to the Customer for such Products where: (i) the Customer has stored them correctly whilst in its possession; and (ii) Products are returned no later than within three working days after they have been delivered by JAZZ. If the return of Products is accepted by JAZZ, then the JAZZ shall arrange for collection of the Products on behalf of JAZZ and the risk shall pass to JAZZ on collection from the Customer. JAZZ may refuse to accept the return of Products if they are not in current whole packs with unbroken seals or, if in the JAZZ's sole opinion, are not in a good condition or unfit for sale. Notwithstanding any other provision of the Supply Contract, Products subject to recall will be credited or replaced in full by JAZZ where relevant.

10. JAZZ may use personal data collected from the Customer for administration, customer services, marketing, risk assessment, VAT reporting, product information updates, commercial information updates, analysing the Customer's purchasing preferences, statistical analysis and credit checking. JAZZ and its group companies may contact the Customer by mail, telephone, fax or email (or other electronic messaging service) about JAZZ's products and services which JAZZ reasonably believes may be of interest to the Customer. By providing JAZZ these details, the Customer consents to being contacted by these methods for these purposes. In the event that the Customer does not wish to receive marketing information from JAZZ or its group companies, the Customer should contact JAZZ at the address set out in Section 12 below. By providing JAZZ with personal data, the Customer consents to the processing of that data, including sensitive personal data, by JAZZ and its agents and sub-contractors for the purposes described above. The Customer also consents to the transferring of Customer personal data to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for the purposes set out in Section 11 above. In the event that JAZZ makes such transfer, JAZZ will, if appropriate, put a contract in place to ensure that Customer information is protected.

11. Any notice to be given to JAZZ under the Supply Contract shall be made in writing for the attention of General Counsel and sent to: Wing B, Building 5700, Spire House, John Smith Drive, Oxford Business Park South, Oxford OX4 2RW and shall be deemed to have been duly given, if sent by post, 48 hours after posting or if by fax transmission, at the time of sending. Any notice to be given to the Customer under the Supply Contract shall be made in writing and sent to the delivery address specified by the Customer and approved by JAZZ and shall be deemed to have been duly given, if sent by post, 48 hours after posting or if by fax transmission, at the time of sending.

12. The Supply Contract shall be governed by English law and JAZZ and the Customer shall submit to the non-exclusive jurisdiction of the English courts. The Supply Contract is personal to the Customer. The Customer shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Supply Contract without the prior written consent of JAZZ. Such consent will not relieve the Customer from any liability or obligation under this Agreement.

Other than a company of the JAZZ group, a person who is not a party to the Supply Contract has no right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Supply Contract. The consent of any or all JAZZ group companies other than JAZZ is not required for any variation (including any release or compromise of liability) of the Supply Contract. The invalidity or unenforceability of any provision of the Supply Contract shall not affect the validity or enforceability of any other provision which shall remain in full force and effect. The failure by JAZZ to enforce any right or provision contained in the Supply Contract shall not constitute a waiver of that right or provision.