

## **General Terms and Conditions of Purchase Goods and Services to Laboratorios ViiV Healthcare, S.L**

### **Section 1.- The parties**

1. These conditions of delivery apply to any agreement made between any of the companies above mentioned (hereinafter ViiV) and the Supplier.
2. "Supplier" is understood as the natural or legal person that has delivered or shall deliver goods to GSK.
3. "Contract" is understood as the written agreement referring to the delivery of the goods to ViiV and the fulfillment of any other obligations.
4. In the event of incompatibility between these stipulations and any other terms and conditions of delivery used by the Supplier in its commercial practice, the stipulations here set down shall apply.

### **Section 2.- Validity**

1. The contracts to which these conditions apply are those that have been adequately signed by a ViiV representative.
2. Any modification to the Contract shall be made in writing and signed by ViiV.

### **Section 3.- Prior approval**

1. At the request of ViiV, prior to the dispatch of goods to ViiV, the Supplier shall send a copy of the end product for final acceptance by ViiV. In this case, the goods shall not be sent to ViiV without their final approval regarding the quality of the final versions of the product.
2. ViiV reserves the right to return deliveries with quantities that are 10% over or under the amount specified in the order and/or Contract.
3. Risk transfer: In the event that a delivery is not made, all risks relating to loss and damage shall be borne by the Supplier.

### **Section 4.- Quality, period, invoice and payment**

1. Quality: ViiV shall inform the Supplier, within thirty (30) days following the delivery of the goods, of any items not complying with the quality, standards and specifications established on the order or in the Contract. Such goods shall be returned to the Supplier, who will be responsible for the corresponding costs. The order in question shall be cancelled. As a result of the quality control implemented, ViiV may ask the Supplier to extend the aforementioned period by thirty (30) additional days.
2. Delivery time: ViiV reserves the right to return all goods not delivered within the delivery time established on the order or in the Contract, and to cancel the order to which they refer. The Supplier shall recognize and accept any returns based on the above, and the cancellation of the same. In the event of partial deliveries not anticipated in the order or in the Contract, ViiV reserves the right, after previously notifying the Supplier, to totally or partially cancel the same.
3. Invoice and payment: Unless expressly agreed between the Supplier and ViiV, or otherwise indicated by ViiV, within the ten (10) days following the delivery of the goods, the Supplier shall issue an invoice to Iron Mountain, indicating the date of payment in accordance with the conditions established in the order and/or Contract.

### **Section 5. Cancellation**

In the event of the Supplier's non-fulfilment of any of the conditions set down in this document, ViiV, independently of any other rights, may:

1. cancel the order and/or
2. terminate the contract and/or
3. claim any compensation to which ViiV has a right in accordance with the Contract or applicable law from the Supplier.

### **Section 6. General conditions and jurisdiction**

For all matters not established in this document, ViiV and the Supplier shall remit to Spanish law, specifically sections 329-336 and 342 of the Commercial Code.

For the resolution of any discrepancy with respect to this document, ViiV and the Supplier shall be subject to the jurisdiction of the courts and tribunals of the city of Madrid.

### **Section 7. Environment, Health, and Safety legal requirements.**

The supplier (contractor) will comply with and provide to ViiV all Environment, Health, and Safety legal requirements. Machinery and equipment should:

1. be accompanied by Declaration of Conformity
2. be CE marked
3. and have an instruction manual with comprehensive operating and maintenance instructions in Spanish. Chemical Agents should be accompanied by the Material Safety Data Sheets in Spanish.

### **Section 8.- PREVENTION OF CORRUPTION**

The ViiV Anti-bribery and Corruption policy requires compliance with the highest ethical standards and all anti-corruption applicable laws.

The referred policy states that all ViiV employees and any third party acting for or on behalf of ViiV to ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and applicable regulations and with the highest ethical standards above mentioned. ViiV values integrity and transparency and has zero tolerance for corrupt activities of any kind.

ViiV employees and any third party acting for or on behalf of ViiV shall not authorize, directly or indirectly, any payment to any individual including a government official to secure an improper advantage or with the purpose of influencing or inducing or as a reward for any act, omission or decision. The term "payment" refers to and includes any direct or indirect offers to pay, including anything of value, in connection with relevant or routine government actions.

In case of breach of the obligations stated above, ViiV shall be entitled to terminate this agreement immediately upon written notice and without compensation.

### **Section 9.- ETHICAL STANDARDS AND HUMAN RIGHTS**

Unless otherwise required or prohibited by law, the Supplier warrants that:

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.
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.
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, and 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.
4. it does not discriminate against any employees on any ground (including race, religion, disability or gender).
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.
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 each employee with all legally mandated benefits.
7. it complies with the laws on working hours and employment rights in the countries in which it operates.
8. it is respectful of its employees right to join and form independent trade unions and freedom of association.
9. The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.
10. ViiV reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon the Supplier's premises to monitor compliance by the Supplier of the warranties set out in this Section and the Supplier shall, subject to compliance with law, furnish ViiV with any relevant documents requested by ViiV in relation thereto.