

ORION LABORATORIES PTY LTD Trading as Perrigo Australia

ABN 56 009 293 136

TERMS AND CONDITIONS OF SALE

The terms and conditions of sale set out below shall apply to all contracts for the supply of goods ("Goods") between ORION Laboratories Pty Ltd ACN 009 293 136 trading as Perrigo Australia ("Perrigo") and the person purchasing the goods (the "Buyer") and shall not be deemed or construed to be modified, rescinded or waived in whole or in part except by written amendment by the parties.

The placement of an order for Goods by the Buyer will be deemed to be acceptance by the Buyer of these terms and conditions of sale, notwithstanding anything that may be stated to the contrary in the Buyer's inquiries or on the Buyer's orders.

1. ORDERS

- 1.1 Perrigo reserves the right to accept or decline, in whole or in part, any order placed by the Buyer.
- 1.2 An order received from the purchaser is deemed binding from the point of order regardless of confirmation from Perrigo.

2. DELIVERY

- 2.1 The minimum order value is \$500 for interstate orders and \$350 for Western Australian orders and Special Hospital products. Orders for less than this amount will incur a \$45 (plus GST) small order fee and freight surcharge.
- 2.2 If the Buyer requests special delivery services (e.g. express post or air freight) which are not part of Perrigo's standard delivery services, then the charges for special delivery services may be charged to the Buyer.
- 2.3 Any requests for proof of delivery must be made within 1 week of the dispatch of the relevant month's statement. In the absence of such a request, goods will be deemed delivered to the Buyer after the expiration of that 1 week period. After this period, the Buyer will be charged \$10 each plus GST to obtain each proof of delivery requested unless proof cannot be supplied.
- 2.4 To the full extent allowed by law, Perrigo is not liable to the Buyer for any loss or damage whatsoever (including any consequential loss) caused directly or indirectly by any delay or failure in delivery. Any delay in delivery does not relieve the Buyer of its obligation to accept that delivery and any remaining delivery.

3. PRICES

- 3.1 All orders will be subject to Perrigo's Pricelist applicable at the date of despatch of the order. Perrigo's Pricelist is available at Perrigo www.perrigo.com.au.
- 3.2 Prices are expressed in Australian dollars and are subject to change without notice.
- 3.3 Prices, unless otherwise stated, do not include goods and services tax, other taxes, import duties

or other levies or tariffs, freight or insurance charges which, if applicable, will be an extra charge.

- 3.4 The Buyer is responsible for any tax or Governmental charge imposed on sale or supply of the Goods by Perrigo and the same will be added to the total invoice price.

4. PAYMENT TERMS

- 4.1 The terms of payment shall be 30 (thirty) days from date of invoice.
- 4.2 If the Buyer makes default in any payment, all amounts owing by the Buyer to Perrigo on any account shall immediately become due and payable. In such event, Perrigo may also suspend or terminate the Buyer's credit facility, change the Buyer's payment terms to require cash before delivery, change trading terms or terminate any outstanding orders (including part orders) in its sole discretion.
- 4.3 In the event that the Buyer breaches any provision of these Terms and Conditions of Sale, the Buyer agrees to pay all reasonable costs incurred by Perrigo in recovering any outstanding monies, including collection costs and legal fees on a full indemnity basis.

5. CREDIT ACCOUNTS

- 5.1 Perrigo may at its absolute discretion grant the Buyer credit. If Perrigo grants the Buyer credit, then the credit terms are subject such additional conditions as Perrigo notifies the Buyer in connection with any credit application.
- 5.2 If the Buyer requests that Perrigo supplies Goods to the Buyer on credit, then the Buyer authorises Perrigo, and Perrigo's authorised agents or representatives, to obtain reports from credit reporting agencies and make such enquiries as to the credit and financial history and responsibilities of the Buyer (and the directors of the Buyer) as required by Perrigo from time to time in order to satisfy itself of the Buyer's creditworthiness.
- 5.3 If Perrigo extends credit to the Buyer, it does so on the following conditions:
 - (a) the Buyer has made complete disclosure to Perrigo in its credit application of all material information relevant to Perrigo's decision to extend credit; and
 - (b) The Buyer informs Perrigo of any adverse change in the Buyer's financial or business circumstances that is material to Perrigo's decision to extend credit.
- 5.4 Perrigo may at any time and in its absolute discretion terminate the Buyer's credit facility without notice and without assigning a reason. The Buyer shall not be entitled to any compensation for termination of the credit facility and any amounts

payable for Goods supplied to the Buyer become immediately due for payment.

6. RETURNS

6.1 Perrigo will only accept the following Goods for return and upon the return of such Goods, Perrigo will provide the Buyer with either credit or a replacement Goods, as determined between Perrigo and the Buyer (and subject to the terms below):

- (a) Goods ordered in error by the Buyer, provided that Perrigo Customer Services is notified of the error within 48 hours of delivery of the Goods, the Buyer provides Perrigo with an authority number issued by Customer Services and the Goods are returned at the Buyer's expense.
- (b) Goods sent and invoiced in error by Perrigo. These goods will be collected by Perrigo free of charge to the Buyer and credit will be issued to the Buyer. Errors must be notified within 48 hours of delivery of the Goods.
- (c) Goods which are damaged in transit. If Perrigo is satisfied that the Goods were damaged in transit between the point of despatch and the Buyer's point of delivery, then these goods will be collected by Perrigo free of charge to the Buyer and credit will be issued to the Buyer. Such damage must be notified to Perrigo within 48 hours of delivery of the Goods.
- (d) Special Hospital products where Perrigo at its discretion grants the Buyer a credit. All costs associated with the return will be at the Buyer's expense including initial delivery costs.

Credit will be issued against accounts, and calculated at the invoice price charged.

6.2 Perrigo will not accept for return, and no credit or refund will be granted in respect of, the following Goods:

- (a) Goods with packages which have been marked or defaced in any way by the Buyer (including having a label removed or other label attached);
- (b) Goods with packages which have been opened or used in part; and
- (c) Goods for which storage conditions have not been complied with by the Buyer.

6.3 Return of short dated stock will only be accepted by prior arrangement.

7. STORAGE

7.1 Goods must be stored in accordance with any requirements stated on the packaging of the Goods or information sheet which Perrigo provides to the Buyer.

8. OWNERSHIP AND RISK

8.1 The risk in the Goods shall pass to the Buyer upon delivery and the Buyer shall be obliged to insure the Goods from the time of delivery to the Buyer and, pending payment in full, insure the goods in the name of Perrigo and the Buyer for their respective interests.

8.2 Without prejudice to the liability of the Buyer to pay for the Goods, the Goods shall remain the property of Perrigo as legal and equitable owner pending cleared payment in full of all moneys due under this contract or in respect of any other debt owed by the Buyer to Perrigo. The Buyer acknowledges that the Buyer is in possession of such goods as bailee for Perrigo pending payment in full.

8.3 Until payment in full has been received by Perrigo, Perrigo shall be entitled to retake possession of the Goods. To allow Perrigo to do that, the Buyer grants Perrigo an irrevocable right to enter at any time any premises or place where the Goods are held or thought to be held and to remove the Goods. Perrigo may then resell the Goods and retain the proceeds of such sale. Any shortfall shall be a debt owed by the Buyer to Perrigo.

8.4 If whilst Perrigo remains the owner of the Goods, the Goods are sold by the Buyer or are the subject of any insurance claim, then the part of the proceeds of sale, or from any insurance claim, that relates to the Goods belong to Perrigo and the Buyer must keep such proceeds separate and hold the proceeds in trust for Perrigo.

8.5 Until payment in full has been received by Perrigo, the Buyer must store the Goods separately from all other goods and ensure that the Goods are clearly identifiable as Perrigo's goods.

8.6 Perrigo may apply or appropriate amounts received from the Buyer in satisfaction of any part of the Buyer's obligations to Perrigo (including so as to enable Perrigo to preserve any purchase money security interest (as defined in the *Personal Property and Securities Act 2009* (Cth) ("**PPSA**"))). An application or appropriation by Perrigo will override any appropriation made by the Buyer. For the purposes of section 14(6) (a) of the PPSA, this clause 8 constitutes the method of payment application agreed by the parties.

8.7 The provisions of this clause 8 are essential conditions.

9. SECURITY INTEREST IN GOODS

9.1 The Buyer acknowledges that this document creates a security interest in the Goods in favour of Perrigo.

9.2 The Buyer must do all things and provide all information necessary to enable Perrigo to perfect its security interest in the Goods (including assisting Perrigo to complete registration of any financing statement or financing change statement).

9.3 The Buyer irrevocably waives its right to receive notice of any verification statement in relation to a financing statement or financing change statement registered by Perrigo.

9.4 The Buyer and Perrigo contract out of sections 125, 143 and (if permitted by section 115(7)) Part 4.3 (other than sections 126, 128, 129(1), 133, 134(1) and 136) of the PPSA and the Buyer waives its rights under sections 95, 121(4), 130, 132, 135 and 142 of the PPSA.

9.5 The Buyer undertakes not to change any of its details recorded in a financing statement registered by Perrigo without giving Perrigo 10 business days' prior notice.

9.6 In this clause 9, the terms financing change statement, financing statement and verification statement have the meanings given to them in the PPSA.

10. LIMITATION OF LIABILITY

10.1 Notwithstanding anything to the contrary in these Terms and Conditions of Sale, to the extent that the Buyer acquire goods or services from Perrigo as a consumer within the meaning of the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("**Australian Consumer Law**") as amended or replaced from time to time, Buyer may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. Nothing in this clause 10 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:

- (a) contravene that statute; or
- (b) cause any term of these Terms and Conditions to be void,

("Non-excludable Obligation").

10.2 Except in relation to the Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute that impose any liability on Perrigo are expressly excluded under the Contract.

10.3 Except in relation to Non-excludable Obligations and subject to clause 6, Perrigo's liability to the Buyer (and any party claiming through the Buyer against Perrigo) for any claim for loss or damages (including legal expenses) made in connection with the supply of Goods by Perrigo and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

- (a) Perrigo will have no liability whatsoever to the Buyer for any loss, harm, damage, cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage, loss of contract, loss of customers, loss of business opportunity or business, loss of goodwill or reputation, loss of value of intellectual property, loss or damage resulting from the loss or damage to goods other than the Goods or loss of data); and

- (b) The aggregate of Perrigo's liability to the Buyer in respect of any Order is otherwise limited to an amount not exceeding the consideration for the goods or services paid by the Buyer in respect of the Order under the Contract.

10.4 In relation to the Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Perrigo's liability is not limited under these Terms and Conditions of Sale), Perrigo's liability to the Buyer for a failure to comply with any Non-excludable Obligation is limited to the cost of replacing the Goods, supplying equivalent Goods, or payment of the cost of replacing the Goods or supplying equivalent Goods.

10.5 Unless the claim is by a consumer within the Australian Consumer Law, any claim by the Buyer in respect of defective Goods or damaged Goods must be made in writing within 48 hours of the delivery of the Goods, unless a longer period is expressly agreed to by Perrigo in writing.

11. GENERAL

11.1 The Buyer, in the performance of this order, shall comply with all applicable Federal, State and Territory laws in effect, including, without limitation, all relevant anti-bribery and corruption laws and regulations as applicable in the jurisdiction in which the Buyer operates.

11.2 This agreement (including its schedules) may only be altered in writing signed by each party.

11.3 Part or all of any clause of this agreement that is illegal or unenforceable will be severed from this agreement and the remaining provisions of this agreement continue in force.

11.4 Perrigo's failure at any time to insist on performance of any provision of this agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this agreement.

11.5 This agreement is governed by the law of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

11.6 Perrigo reserves the right to vary or add to these terms and conditions of sale at any time. Terms and Conditions of Sale are available at www.Perrigo.com.au. It is the Buyer's responsibility to review these Terms and Conditions of Sale.