

**PO T&C – MSD Vietnam / MSD Asia Ltd (Hong Kong)**

**Applied for MSD & Intervet Vietnam; Company codes: 0276; 4145; 6560**

**MSD Asia Ltd; Company Code: 4140**

**Revised in 1<sup>st</sup> February 2024**

**Special Instructions**

1. This is duly authorized purchase order no matter in the form of fax, e-mail or mail.
2. Per the agreement made between us (either orally or in writing), this purchase order will be subject to the terms and conditions as follows; unless a written rejection notification is provided from you within 7 days of your receipt of this purchase order, you will be legally deemed as accepting all the terms and conditions listed on this purchase order.
3. To claim payment, please send invoice, with our Purchase Order number marked on the invoice, together with a copy of this Purchase Order to the billing address mentioned on the Purchase Order.

**Terms and Conditions**

1. All drawings, information, data, materials, equipment, patterns, molds or other tolling supplied or furnished by MSD to SUPPLIER for processing, repair or for any purpose shall be and remain the property of MSD. SUPPLIER shall maintain all such items in good order and condition and insure them against all risks whilst in SUPPLIER's custody and completion of this order as otherwise directed by the MSD shall return them forthwith as SUPPLIER's expense to MSD in good order and condition. Should SUPPLIER fail to return them, MSD may withhold payment until they are so returned. SUPPLIER shall not use such items, nor shall SUPPLIER authorize or permit them to be used by anyone else for or in connection with any purpose other than the supply of the goods purchased hereunder to MSD unless such use is expressly authorized by MSD previously and in writing.
2. SUPPLIER warrants and represents such respect to the goods purchased hereunder that (a) SUPPLIER is the sole and absolute beneficial owner of such goods and such goods are free from all claims, liens, charges, or encumbrances of whatsoever nature; (b) such goods the method of manufacture thereof and the use of such goods where a representation of suitability for such use, express or implied, has been made, do not infringe any trademark, patent or any other intellectual property rights; (c) such goods conform as to quantity, quality and description with the particulars stated in this order; (d) such goods are of sound materials and workmanship; (e) such goods are equal in all respects to the samples, patterns, and specifications provided or given by MSD; (f) such goods are capable of any standard of performance specified in this order; (g) such goods are fit for that purpose for which they are required as indicated in this order whether expressly or implication.

Data Integrity. Any documentation or data relevant to activities performed, including without limitation any GMP documentation, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data / documentation.

3. Failure of MSD to take any deliveries hereunder (or portion thereof) when due and covered by this order in the effect of strike, labor dispute, interruptions of transportation accident to MSD's works or other contingency of like or different nature beyond the control of MSD shall not subject MSD to any liability to the SUPPLIER resulting therefrom.
4. SUPPLIER shall not assign transfer, let, pledge, mortgage, charge, encumber whether orally, in writing, or by operation of law in whole, in part or in any manner to any person, firm, corporation or governmental agency its right, interest, or obligation under this order without prior written permission of MSD.

5. The prices stated herein shall not be increased without MSD's prior written consent. If price is not stated on this order, SUPPLIER agrees to invoice at the lowest prevailing market price and MSD's decision as to such price shall be final, conclusive and binding.
6. The property in the goods purchased hereunder passes to MSD forthwith upon MSD's payment of the price stated herein for such goods. Prices stated herein include all applicable taxes, levies, imports, duties, insurance, fees or charges of whatsoever nature in respect of the goods purchased hereunder any part of it.
7. Payments by MSD will be made without prejudice to MSD's right if the goods purchased hereunder prove to be unsatisfactory or not in accordance with specification or approved sample as determined by MSD.
8. MSD shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any PURCHASE ORDER, payment shall be made in accordance with those terms and conditions. If any SUPPLIER invoice is subject to any payment discount, the discount period shall be calculated from the date the invoice is received by MSD's Invoice Processing Department.
9. All purchases under this order are subject to approval by MSD and if unsatisfactory or not in accordance with MSD's instructions may be returned at SUPPLIER's expense.
10. If the goods purchased hereunder or any part thereof are not delivered within the time or times specified in this order or if SUPPLIER fails to comply with any obligation under this order, MSD shall be entitled to terminate this order, summarily by notice in writing to SUPPLIER at any time without any compensation to SUPPLIER and or reject and return to SUPPLIER at SUPPLIER's risk and expense any such goods which are in MSD's opinion not satisfactory.
11. The terms, conditions, and provisions of this order shall not be changed, supplemented, modified or waived except in writing a duly authorized representative of MSD.
12. Unless agreed otherwise in written, the terms and conditions of this order shall have precedence over any printed conditions appearing on any acceptance form, delivery form, letter or the like from SUPPLIER. Nothing in the terms or conditions of this order shall prejudice any condition or warranty (expressed or implied) or other right or remedy to which MSD is entitled in related to the goods purchased hereunder.
13. Unless otherwise provided by laws, before completing its delivery to MSD and performing its obligations under this order, SUPPLIER will not commit any act of bankruptcy or being a limited company, go into liquidation or make any composition with SUPPLIER's creditors.
14. SUPPLIER agrees that any right cause of action or remedy under the warranties or undertakings assumed or imposed upon SUPPLIER under this order shall extend without exception to any company affiliated with MSD or upon those behalf this order is issued by MSD as the interest of such company shall appear. The terms and conditions herein contained shall enure to the benefit of MSD's successors and assigns.
15. SUPPLIER will indemnify MSD and keep MSD indemnified if necessary by payment in cash on demand, from and against all costs, charges, expenses, and liabilities which MSD may incur and sustain and all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken made on threatened against MSD or which may arise as a result of (a) any of the representations or warranties set our herein being incorrect and/or (b) any breach by SUPPLIER of

SUPLLIER's obligations hereunder and/or (c) otherwise as a result of any transaction effected hereunder and/or any dealing with the goods purchased hereunder and any part thereof (including without limitation any infringement or alleged infringement of any intellectual property rights of or in relation to such goods) and/or (d) any loss of or damage to any goods purchased hereunder and/or otherwise howsoever arising out of the terms and conditions hereof.

16. All the term and conditions herein contained shall be governed by and construed in all respects in accordance with the laws of country which MSD is located

17. Property / Intellectual Property

- (a) Unless otherwise agreed by both parties or required by laws, all relevant articles, drawings, designs, samples, models, and/or other information, production or inventions provided by MSD or produced by SUPLLIER on MSD's commission are properties of MSD and trade secret of MSD. MSD shall have ownership of the relevant intellectual property right.
- (b) SUPLLIER shall not, without the prior written consent of MSD, reproduce, adapt, or engage in other infringing acts in respect of the item referred to in clause 16 (a) above and shall not supply the same for use by third party

18. Data Privacy and Security

In the course of providing goods and/or while performing services pursuant hereto, SUPLLIER agrees that when collecting, accessing or using any personal information that can identify an individual, SUPLLIER will only collect, access, use and disclose the minimum information necessary to enable SUPLLIER to perform its obligations and that it will do so only in accordance with MSD's instructions or where disclosure is required by law; which required disclosure shall be reported to MSD by SUPLLIER in sufficient time prior to any such disclosure as to allow MSD to take any protective action if it deems necessary. SUPLLIER's disclosure without MSD's prior written consent will constitute a breach of this order. MSD may terminate the order due to unauthorized disclosure by SUPLLIER and seek relief of any loss resulting therefrom against SUPLLIER. SUPLLIER agrees to protect such information from loss, misuse, unauthorized access, disclosure, alteration or destruction and promptly notify MSD of any loss, misuse unauthorized access, disclosure, alteration or destruction to such information of which SUPLLIER becomes aware

19. Ethical Business Practice

- (a) MSD endeavors to hold itself and its SUPLLIER to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of SUPLLIER's other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this Purchase Order, including without limitation its obligations under the U.S. Foreign Corrupt Practices Act, good business ethics (including applicable industry codes), the Ethical Business Practices Policy of MSD (see [http://www.msd.com/about/code\\_of\\_conduct.pdf](http://www.msd.com/about/code_of_conduct.pdf)) as described in this Section and as communicated to SUPLLIER by MSD or one of its Affiliates hereof, and MSD's Supplier Performance Expectations (as in effect from time to time), a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html> (collectively, the "Code").

SUPLLIER agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code. In the event of a conflict between the obligations in this Section and the Code, on the one hand, and any other provision in this Purchase Order, on the other hand, such other provision of this Purchase Order shall control (but only to the extent of the conflict).

- (b) MSD reserves the right, in its sole discretion, to audit SUPPLIER's operations, books and records to ensure compliance with the Code. MSD will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. SUPPLIER shall acknowledge receipt of MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview SUPPLIER's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this Purchase Order.
- (c) In the event an audit identifies a non-conformance by SUPPLIER with the Code, SUPPLIER will promptly take corrective action to remedy the non-conformance. MSD reserves the right to approve all corrective actions. Corrective actions shall be implemented by SUPPLIER at SUPPLIER's expense. MSD will endeavor, whenever practicable, to work with SUPPLIER to remedy the issue and put in place a corrective action plan.
- (d) In the event SUPPLIER refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this Purchase Order, at law or in equity, MSD reserves the right to terminate this Purchase Order in the event SUPPLIER fails to cure such refusal or failure within 90 days after written notice from MSD.

## 20. SUPPLIER EXPECTATIONS:

Without limiting any of SUPPLIER's other obligations hereunder and without limiting any of the express warranties or obligations agreed to elsewhere in this Agreement, including without limitation its obligations hereof, MSD expects that SUPPLIER will abide by the letter and spirit of MSD's Supplier Performance Expectations, as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this SECTION 20 and MSD's Supplier Performance Expectations, on the one hand, and any other provision in this Agreement, on the other hand, such other provision of this Agreement shall control (but only to the extent of the conflict).

- 21. At the time of providing services, if it becomes necessary for SUPPLIER to enter into the premises of MSD to carry out construction, building, decoration or maintenance work, then, in addition to providing insurance coverage to SUPPLIER's employees, SUPPLIER shall also provide insurance coverage to MSD's employees, assets or other third party in respect of personal accident, loss of life or property. SUPPLIER shall take out an insurance policy from registered insurance companies. The classes, sum of and term of insurance shall be in accordance with the usual practice in similar business in other countries and regions and the requirement of laws. Upon request of MSD, SUPPLIER shall provide the relevant insurance certificates or receipt of inspection by SUPPLIER.
- 22. MSD has authorized share service center (SSC) as the formal representative to purchase the goods/services stated in the purchased order/ quotation. MSD authorizes SSC to represent MSD to issue and approve individual purchase order to SUPPLIER and handle all kinds of issue in this regard. Unless SUPPLIER gives written objection notification in accordance with the special instructions of this order, SUPPLIER recognizes that SSC has full delegation and power from MSD to exercise all rights associated with this purchased order/ quotation, make decisions, exercise discretionary power, and take any actions on behalf of MSD in connection with this matter. SSC can send the individual purchase order / quotation via fax or e-mail. Such purchase order which has been properly approved by SSC and been sent via fax or e-mail and confirmation notice sent by SUPPLIER via similar way shall be accepted by both parties as legal, valid documents and proof of transaction. Such clauses shall be treated as part of terms to individual purchase order.

23. Termination: MSD shall have the right to terminate this order, in whole or in part by giving written or telegraphic notice to the SUPPLIER. Upon receipt of such notice, the SUPPLIER shall unless the notice directs otherwise, immediately discontinue the work and the placing of orders for materials, facilities and suppliers and shall make every reasonable effort to procure cancellation of all such existing orders or contracts upon terms satisfactory to MSD. In case of such termination, it is agreed that the SUPPLIER shall be entitled to pro rate compensation for the unpaid portion of the contract already performed. The foregoing shall be the sole remedy available to the SUPPLIER in the event of termination.