These conditions of purchase (the "Conditions") apply to every Order placed by Crescent Pharma Limited or any other member of the Crescent Group (each, where it places an Order, the "Buyer") for the purchase of goods and/or services. They are incorporated into and govern each Contract to the exclusion of all other terms.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Applicable Laws: all laws, regulations, regulatory guidance and industry codes of practice in force from time to time in any jurisdiction in which the Goods are manufactured, tested, stored, distributed or supplied (or in which the Services are performed) and applicable to the goods, the services or the parties, including all relevant medicines, pharmacovigilance, environmental, health and safety, anti-bribery, data protection and modern slavery legislation.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: Crescent Pharma Limited (registered number 04750933), whose registered office is at Key House, Sarum Hill, Basingstoke RG21 8SR, and/or any other member of the Crescent Group that places an Order, in which case references to the Buyer in the relevant Contract are to that member. Each Order placed by a member of the Crescent Group constitutes a separate Contract between that member and the Supplier on these Conditions.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.6.

Contract: the contract between the Buyer and the Supplier for the supply of Goods and/or Services, comprising the Order and these Conditions.

Crescent Group: Crescent Pharma Limited, its ultimate holding company (if any) from time to time and every subsidiary and subsidiary undertaking of Crescent Pharma Limited or of such holding company from time to time, and "Group Company" means any member of the Crescent Group (the expressions "holding company", "subsidiary" and "subsidiary undertaking" having the meanings given in the Companies Act 2006).

Deliverables: all documents, products, materials, data and other outputs developed by the Supplier (or by its agents, subcontractors or employees) as part of or in relation to the Services.

Delivery Location: the location for delivery of the Goods or performance of the Services set out in the Order, or as otherwise notified by the Buyer.

Goods: the goods (or any part of them) set out in the Order.

Good Distribution Practice / Good Manufacturing Practice: the standards of good distribution practice and good manufacturing practice for medicinal products in force in the United Kingdom and in any other jurisdiction in which the Goods are manufactured, tested, stored, distributed or supplied from time to time, including the guidance in the MHRA “Orange Guide” and “Green Guide” and any equivalent standards of applicable regulatory authorities as applicable.

Intellectual Property Rights: all patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in designs, database rights, rights in confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights in any part of the world.

MHRA: the Medicines and Healthcare products Regulatory Agency, or any successor or equivalent authority.

Order: the Buyer’s purchase order for the supply of Goods and/or Services, in the form issued by the Buyer.

Services: the services (including any Deliverables) to be supplied by the Supplier under the Contract as set out in the Order or Specification.

Specification: the description or specification for the Goods and/or Services agreed in writing by the Buyer, including any relevant marketing authorisation, dossier, quality agreement or artwork, as may be updated by the Buyer from time to time on reasonable written notice to the Supplier.

Supplier: the person, firm or company from whom the Buyer purchases the Goods and/or Services, as named in the Order.

1.2 Clause headings shall not affect interpretation. A reference to a statute or statutory provision is a reference to it as amended or re-enacted, and includes all subordinate legislation made under it. Any words following “including”, “include”, “in particular” or any similar expression are illustrative and shall not limit the words preceding them.

1.3 Application of regulated-product provisions. Certain provisions of these Conditions apply specifically to medicinal products and other regulated healthcare products and to the pharmaceutical supply chain (including those relating to marketing authorisations, Good Manufacturing Practice, Good Distribution Practice, MHRA and other regulatory licences,

shelf-life, adverse events and pharmacovigilance, product recall, and Qualified Person release). Such provisions, and any reference to a regulatory authority, licence, standard, dossier or requirement, apply only to the extent that the relevant Goods or Services are medicinal products or are otherwise subject to the requirement in question, and shall impose no obligation in respect of Goods or Services to which, by their nature, the requirement does not apply. All other provisions of these Conditions apply to every Contract regardless of the nature of the Goods or Services.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing written acceptance of the Order, or (b) any act by the Supplier consistent with fulfilling the Order, at which point the Contract shall come into existence. The Supplier shall acknowledge each Order in writing within three (3) Business Days of receipt, confirming the price, quantity and delivery date.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No terms endorsed on, delivered with or contained in the Supplier's quotation, acknowledgement, invoice or other document shall form part of the Contract. Where the Order (or any other written agreement between the parties) so provides, the Supplier shall supply the Goods and Services to the Buyer on an exclusive basis and shall not, without the Buyer's prior written consent, manufacture, sell, supply or distribute (directly or indirectly) the same or substantially similar goods to any third party within the territory specified in the Order (or, if none, worldwide).

2.4 The Order may be cancelled by the Buyer at any time before acceptance, and an unaccepted Order shall lapse if not accepted within the period stated in it (or, if none, within fifteen (15) Business Days).

3. SUPPLY OF GOODS

3.1 The Supplier warrants that, on delivery and for the longer of the approved shelf-life of the Goods or twenty-four (24) months from the date of delivery (the "Warranty Period"), the Goods shall:

(a) correspond with their description and any applicable Specification or sample;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer;

(c) be free from defects in design, materials and workmanship;

(d) be manufactured, tested, released, labelled, packaged, stored and delivered in accordance with the Specification, the applicable marketing authorisation, Good Manufacturing Practice, Good Distribution Practice, any quality manual or key performance indicators agreed between the parties and all Applicable Laws; and

(e) where the Goods are or contain medicinal products, comply with all applicable labelling and packaging requirements, including any mandatory "UK only" labelling and falsified-medicines safety-feature requirements in force from time to time.

3.2 The Supplier warrants that it holds, and shall maintain throughout the term of the Contract, all licences, authorisations and registrations required by Applicable Laws and by the MHRA to manufacture, hold, store, supply and deliver the Goods, including as applicable a manufacturer's/importer's licence (MIA), wholesale dealer's licence (WDA(H)) and good manufacturing/distribution practice certification. The Supplier shall provide evidence of such authorisations on request and shall notify the Buyer immediately if any is suspended, revoked, varied or made subject to conditions, and shall give the Buyer prompt notice of any regulatory inspection, investigation or correspondence that could reasonably be expected to affect the Supplier's ability to supply the Goods.

3.3 The Supplier shall ensure the integrity and security of the Goods throughout the supply chain so as to prevent contamination, tampering, theft, diversion or the introduction of falsified product, shall maintain a full audit trail and traceability for the Goods, and shall notify the Buyer promptly on becoming aware of any suspected quality defect, tampering or falsification.

3.4 Where the Goods are subject to the Control of Substances Hazardous to Health Regulations, the Supplier shall provide the Buyer with a current Material Safety Data Sheet no later than seven (7) days before the date of delivery.

3.5 Change control. The Supplier shall not, without the Buyer's prior written consent, make any change that affects the Specification, the applicable marketing authorisation, the manufacturing or testing process, batch size, equipment, the manufacturing, testing or storage site, the source of any active pharmaceutical ingredient or excipient, packaging, labelling, storage conditions, shelf-life or regulatory status of the Goods. The Supplier shall give the Buyer reasonable

prior written notice of any proposed change, and shall implement an approved change only in accordance with the Buyer's instructions and all Applicable Laws.

4. SHELF-LIFE OF GOODS

4.1 Where the Goods have an approved or stated shelf-life, then unless otherwise agreed in writing, at the time of physical receipt by the Buyer the Goods shall have remaining no less than ninety per cent (90%) of their approved shelf-life for products with an approved shelf-life of twenty-four (24) months or more, fifteen (15) months for products with an approved shelf-life of eighteen (18) months, or seventy-five per cent (75%) of their approved shelf-life for products with any other approved shelf-life.

4.2 If Goods are delivered with less remaining shelf-life than required by clause 4.1, the Buyer may at its sole election, and without limiting any other right or remedy: (a) reject the Goods in their entirety, cancel the relevant invoice and require a full refund; (b) require immediate replacement at the Supplier's cost, with the original invoice suspended until replacement; or (c) accept the Goods subject to a price reduction to be agreed.

5. DELIVERY OF GOODS

5.1 Unless otherwise agreed in writing, the Supplier shall deliver the Goods Delivered Duty Paid (DDP, Incoterms 2020) to the Delivery Location on the date specified in the Order, during the Buyer's stated delivery hours. Time of delivery is of the essence.

5.2 Each delivery shall be accompanied by a delivery note quoting the Order number, the date of the Order, and the type and quantity of Goods. The Supplier shall provide complete and accurate dispatch documentation, and shall give the Buyer all information reasonably required for the safe and lawful handling, storage and use of the Goods.

5.3 If the Supplier fails to deliver the Goods on the due date, the Buyer may, without limiting its other rights or remedies, (a) cancel the Order in whole or in part; (b) refuse any later delivery; (c) obtain substitute goods from another supplier and recover from the Supplier any costs reasonably incurred in doing so (including any excess over the Contract price); and (d) claim damages for any other costs, losses or expenses arising from the failure.

5.4 The Buyer may reject Goods delivered in excess of, or short of, the quantity ordered, and is not bound to pay for any Goods in excess of the quantity ordered. Early delivery may be refused, and the Buyer may store early-delivered Goods at the Supplier's risk and defer payment until the original due date.

6. INSPECTION, ACCEPTANCE AND REJECTION

6.1 Acceptance of the Goods shall not be deemed to have taken place until the Buyer has had a reasonable time to inspect them following delivery, or (in the case of a latent defect) until a reasonable time after the defect has become apparent.

6.2 If any Goods do not conform with clause 3, or any Services do not conform with clause 7, the Buyer may (without limiting its other rights or remedies, and whether or not it has accepted the Goods) require the Supplier promptly, at the Buyer's option, to repair or replace the affected Goods or re-perform the Services, or to refund the price in full. The Supplier shall bear the costs of collection, repair, replacement and re-delivery.

7. SUPPLY OF SERVICES

7.1 The Supplier shall supply the Services from the date set out in the Order, and in accordance with the Contract and any key performance indicators or service levels set out in the Order, the Specification or any quality agreement or services manual agreed between the parties. In providing the Services the Supplier shall:

(a) co-operate with the Buyer in all matters relating to the Services and comply with the Buyer's reasonable instructions;

(b) perform the Services with the best care, skill and diligence in accordance with good industry practice, the Specification and all Applicable Laws;

(c) use personnel who are suitably skilled and experienced, and provide all equipment, tools and materials required;

(d) ensure that the Deliverables and all goods and materials supplied in connection with the Services are free from defects in workmanship, installation and design; and

(e) obtain and maintain all licences, permissions and consents necessary for the Services.

7.2 Time for performance of the Services is of the essence. The Supplier shall meet any performance dates specified in the Order or notified by the Buyer in writing. If the Supplier fails to perform the Services by the applicable performance date,

the Buyer may, without limiting its other rights or remedies, (a) require the Supplier to perform the Services as soon as reasonably practicable at no additional cost; (b) obtain substitute services from another provider and recover from the Supplier any costs reasonably incurred; and (c) deduct liquidated damages in accordance with the Order or any agreed service level arrangement.

8. TITLE AND RISK

8.1 Risk in the Goods shall pass to the Buyer on completion of delivery. Title to the Goods shall pass to the Buyer on the earlier of delivery and the date on which the Buyer pays for the Goods. Where the Buyer pays for Goods before delivery, title shall pass on payment, and the Supplier shall mark and store such Goods so that they are identifiable as the Buyer's property and hold them at the Supplier's risk.

8.2 Buyer's property. All tools, equipment, materials, components, active pharmaceutical ingredients, reference standards, artwork, dies, moulds, drawings, specifications and other property supplied or paid for by the Buyer, or specifically produced for the Buyer at its expense (together "Buyer Materials"), shall be and remain the Buyer's property. The Supplier shall: (a) hold the Buyer Materials at its own risk, keep them in good condition and insured, and use them only to fulfil the Buyer's Orders; (b) clearly mark and store them so that they are identifiable as the Buyer's property and kept separate from the Supplier's own and any third party's property; and (c) not dispose of, modify or part with possession of them, and shall return or deliver them to the Buyer in good condition on demand and on termination or expiry of the Contract.

9. CHARGES AND PAYMENT

9.1 The price for the Goods and/or Services shall be the price set out in the Order, which shall be fixed for the duration of the Contract and not subject to increase without the Buyer's prior written agreement, and is exclusive of VAT (which the Buyer shall pay on receipt of a valid VAT invoice) but inclusive of all costs of packaging, insurance, carriage and any duties or charges, unless otherwise stated in the Order. The Supplier shall not invoice the Buyer for any amount not set out in the Order or otherwise agreed in writing by the Buyer in advance.

9.2 The Supplier shall invoice the Buyer on or after completion of delivery of the Goods or performance of the Services. Each invoice shall quote the relevant Order number and include any supporting information the Buyer reasonably requires.

9.3 Unless otherwise agreed in writing, the Buyer shall pay each valid and undisputed invoice within sixty (60) days of receipt of the invoice together with all supporting documentation reasonably required to validate it or, where the Goods are subject to Qualified Person (QP) release or equivalent regulatory release, the later of that period and QP release of the relevant batch. Payment may be suspended in respect of any Goods, Services, batch or invoice that is disputed, rejected, short-dated or otherwise non-compliant with the Contract (and, where applicable, any batch not yet QP released), and no interest, late payment charge or other financing cost shall accrue on any amount validly suspended, withheld or disputed during the period of such suspension, withholding or dispute.

9.4 The Buyer may at any time set off any amount owing to it by the Supplier against any amount payable by the Buyer to the Supplier under the Contract or any other contract between the parties, including the value of rejected Goods, replacement or alternative-sourcing costs, recall costs, liquidated damages and any indemnified losses.

9.5 Payment of an invoice shall not constitute acceptance of the Goods or Services and shall be without prejudice to any of the Buyer's rights or remedies.

10. ADVERSE EVENTS AND PHARMACOVIGILANCE

10.1 Where the Goods are medicinal products or are otherwise subject to pharmacovigilance, adverse event or safety reporting requirements, the Supplier shall report to the Buyer any adverse experience, quality complaint or other safety information concerning the Goods of which it becomes aware, within the timeframes required by the MHRA and Applicable Laws. The Supplier shall provide initial notification to the Buyer within twenty-four (24) hours of becoming aware of any serious adverse event. Fatal or life-threatening serious adverse events shall be reported in full within seven (7) calendar days, and all other serious adverse events within fifteen (15) calendar days, of the Supplier becoming aware of them; new toxicological or safety information shall be shared within seven (7) calendar days or any shorter period required by Applicable Laws.

10.2 The Buyer (or the relevant marketing authorisation holder) shall retain final responsibility for pharmacovigilance reporting in the applicable territory (being the territory specified in the Order or, if none is specified, worldwide). The Supplier shall provide all cooperation reasonably required, and shall indemnify the Buyer against all losses, fines, penalties, liabilities and costs (including legal fees) arising directly or indirectly from the Supplier's failure to provide timely, complete and accurate safety information, regardless of the Buyer's own regulatory reporting responsibilities.

Where required, the parties shall enter into a separate pharmacovigilance or safety data exchange agreement, which shall prevail over this Contract in respect of pharmacovigilance matters.

11. PRODUCT RECALL

11.1 The Buyer shall be responsible for administering any recall, withdrawal or field safety action relating to the Goods. The Supplier shall provide all cooperation, data, samples and technical assistance reasonably required by the Buyer or any regulatory authority.

11.2 Where a recall, withdrawal or field action arises from a defect, contamination, non-conformance with the Specification, documentation failure or any other act or omission attributable to the Supplier, the Supplier shall bear all costs of the recall, including investigation, logistics, destruction, replacement Goods, regulatory fees, customer claims, lost profits and margin, costs of managing reputational damage and the Buyer's reasonable internal and external costs. Where a recall arises from the Buyer's own act or omission (and not attributable to the Supplier), the Buyer shall bear its own recall costs.

12. INTELLECTUAL PROPERTY

12.1 All Intellectual Property Rights in any Deliverables and in any goods, materials, documents or works created by or on behalf of the Supplier specifically for the Buyer in connection with the Services (including all regulatory dossiers, marketing authorisation applications, stability data, bioequivalence studies, analytical methods, manufacturing processes and related documentation developed for the Buyer) shall, on creation, vest in and belong exclusively to the Buyer. The Supplier assigns to the Buyer, with full title guarantee, all such rights, and shall execute all documents and do all things reasonably necessary to give effect to this clause. For the avoidance of doubt, any marketing authorisation obtained in connection with the Goods shall be held in the name of the Buyer or as the Buyer directs.

12.2 The Supplier warrants that the Goods, the Services and the Deliverables, and the Buyer's use of them, will not infringe the Intellectual Property Rights of any third party. The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses arising from any claim that the Goods, Services or Deliverables infringe a third party's Intellectual Property Rights. The Supplier shall, at its own expense, conduct the defence of any such claim and shall not settle any claim without the Buyer's prior written consent (not to be unreasonably withheld).

13. INSURANCE

13.1 The Supplier shall maintain in force, with a reputable insurer, product liability insurance, recall insurance, public liability insurance and (where relevant) professional indemnity insurance, in each case of a type and at a level of cover that is adequate to cover the liabilities that may arise under or in connection with the Contract and no less than is customary for suppliers in the relevant industry, or such other types and levels of cover as the Buyer may reasonably specify in the Order or otherwise require having regard to the nature and value of the Goods and Services. The Supplier shall produce the insurance certificate and evidence of premium payment on the Buyer's request. The Supplier shall maintain such insurance for a period of not less than six (6) years following termination or expiry of the Contract (or shall procure equivalent run-off cover). Notwithstanding clause 16.5 or any other provision of any supply, quality, technical or other agreement between the parties, the insurance requirements of this clause 13.1 (including the levels of cover and the post-termination maintenance period) shall prevail to the extent they are more protective of the Buyer, and shall be read together with (and in addition to) any insurance required under any such agreement, including any requirement to maintain recall insurance.

13.2 Liability and indemnity. The Supplier shall indemnify the Buyer, and keep the Buyer indemnified in full, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, recall costs, regulatory fines and penalties to the extent recoverable, and all interest, penalties and reasonable legal and other professional costs) suffered or incurred by the Buyer arising out of or in connection with: (a) any breach by the Supplier of the Contract; (b) any defect in the Goods or Deliverables or any negligent performance of the Services; and (c) any act or omission of the Supplier, its personnel or its subcontractors in performing the Contract. Nothing in the Contract excludes or limits the Supplier's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for breach of any warranty as to title, or for any liability that cannot lawfully be excluded or limited. Subject to the foregoing, the Buyer shall not be liable to the Supplier for any indirect or consequential loss, or for any loss of profit, revenue, goodwill or reputation.

14. COMPLIANCE, ANTI-BRIBERY AND ETHICS

14.1 The Supplier shall comply with all Applicable Laws, and in particular shall:

(a) comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and not offer, give, request or accept any improper financial or other advantage in connection with the Contract, and maintain adequate procedures to prevent bribery by it and persons associated with it;

(b) comply with all applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018, in connection with any personal data processed under the Contract, and not cause the Buyer to be in breach of its own data protection obligations;

(c) comply with all applicable modern slavery and human trafficking laws, including the Modern Slavery Act 2015, and maintain appropriate policies and procedures to ensure compliance within its own supply chain; and

(d) comply with all applicable export control and sanctions laws, and not supply Goods or Services in breach of any such laws.

(e) comply with all applicable laws relating to the prevention of tax evasion and the facilitation of tax evasion, including the Criminal Finances Act 2017, maintain adequate procedures designed to prevent the facilitation of tax evasion by it or any person associated with it, and not engage in any activity, practice or conduct that would constitute an offence under sections 45 or 46 of that Act.

14.2 Where the Supplier processes personal data on the Buyer's behalf in connection with the Contract (including pharmacovigilance data, adverse event reports or patient information), the Supplier shall: (a) process such data only on the Buyer's documented instructions and for no other purpose; (b) implement and maintain appropriate technical and organisational measures to protect it; (c) notify the Buyer without undue delay and in any event within forty-eight (48) hours of becoming aware of any personal data breach affecting the Buyer's data; (d) not transfer such data outside the United Kingdom, and not appoint any sub-processor, without the Buyer's prior written consent (and shall procure that any approved sub-processor is bound by equivalent obligations); and (e) on termination or expiry, return or securely destroy such data as the Buyer directs. The Supplier shall indemnify the Buyer against all losses, claims, damages, fines, penalties and costs arising from the Supplier's breach of this clause or of applicable data protection laws.

15. TERMINATION

15.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract:

(a) for convenience, in whole or in part, at any time by giving the Supplier not less than thirty (30) calendar days' written notice, provided that the Buyer shall pay for conforming Goods already delivered and accepted prior to the effective date of termination;

(b) with immediate effect by written notice if the Supplier commits a material breach which is irremediable, or which is remediable but the Supplier fails to remedy within fourteen (14) days of written notice;

(c) with immediate effect by written notice if the Supplier's manufacturing or wholesale authorisation is suspended or revoked, the Supplier receives a critical GMP observation that is not resolved within sixty (60) days, or a batch or quality event results in a mandatory regulatory recall; or

(d) with immediate effect by written notice if the Supplier becomes insolvent, enters administration, has a receiver or administrator appointed, commences winding-up proceedings (other than for solvent restructuring), suffers any analogous event, or undergoes a change of control (and the Supplier shall notify the Buyer promptly on becoming aware of any prospective change of control).

15.2 On termination or expiry of the Contract: (a) the Supplier shall immediately deliver to the Buyer all Deliverables (whether or not complete) and return all Buyer property and materials; (a1) the Supplier shall provide all cooperation, documentation, data and technical assistance reasonably required by the Buyer to transfer the marketing authorisation and any associated regulatory dossier to the Buyer or to an alternative supplier nominated by the Buyer, including executing all necessary regulatory documentation; (b) the accrued rights and remedies of the parties as at termination shall be unaffected; and (c) clauses 3 (Supply of Goods), 6 (Inspection, Acceptance and Rejection), 8 (Title and Risk), 9 (Charges and Payment), 10 (Adverse Events and Pharmacovigilance), 11 (Product Recall), 12 (Intellectual Property), 13 (Insurance), 14 (Compliance), 16.2 (Confidentiality), 16.4 (Audit) and 16.12 (Governing Law and Jurisdiction), and any other clause which expressly or by implication is intended to survive, shall continue in full force and effect.

16. GENERAL

16.1 Force majeure. Neither party shall be in breach of the Contract, nor liable for any delay in performing or failure to perform its obligations, if such delay or failure results from an event beyond its reasonable control which could not have been avoided or overcome by the exercise of reasonable diligence (a "Force Majeure Event"), provided that an obligation to pay money is never excused, and a lack of funds, an event affecting only the Supplier's own business, premises, personnel or supply chain, or any event the effect of which could reasonably have been mitigated, shall not constitute a

Force Majeure Event. The affected party shall notify the other promptly and shall use all reasonable endeavours to mitigate and resume performance. During any Force Majeure Event affecting the Supplier, the Buyer may obtain substitute Goods or Services from any third party without liability to the Supplier and without obligation to take affected Goods or Services. If the event continues for more than fifteen (15) days, the Buyer (but not the Supplier) may terminate the Contract (or any affected Order) on written notice, and the Supplier shall refund any sums paid for undelivered Goods or unperformed Services.

16.2 Confidentiality. Each party shall keep confidential all confidential information of the other obtained in connection with the Contract, and shall not use or disclose it except as required to perform its obligations or as required by law or any regulatory authority. The Supplier shall not, during the term of the Contract and for a period of twelve (12) months after its termination or expiry, directly or indirectly solicit, approach or supply any customer of the Buyer (or any person known to the Supplier to be a prospective customer of the Buyer) with goods or services that are the same as or similar to the Goods, except with the Buyer's prior written consent. This obligation shall survive for five (5) years after termination, provided that obligations in respect of trade secrets shall survive indefinitely.

16.3 Assignment and subcontracting. The Supplier shall not assign, transfer, subcontract or otherwise deal with any of its rights or obligations under the Contract without the Buyer's prior written consent, and remains fully liable for any subcontracted activity. Where the Buyer consents to any subcontracting, the Supplier shall impose on each subcontractor obligations equivalent to those imposed on the Supplier under the Contract (including as to quality, Good Manufacturing Practice, Good Distribution Practice, regulatory compliance, audit, confidentiality, data protection and anti-bribery), shall procure that each subcontractor extends audit rights to the Buyer and any relevant regulatory authority, and shall remain fully responsible for the acts and omissions of each subcontractor as if they were its own. The Buyer may assign, transfer or deal with any of its rights or obligations under the Contract, including to any other Group Company or to any successor in connection with a reorganisation or sale of all or part of its business.

16.4 Audit. The Supplier shall, on reasonable notice (or, for cause arising from a quality, safety or regulatory event, on forty-eight (48) hours' notice), allow the Buyer, its representatives and any relevant regulatory authority (including the MHRA) to audit the facilities, quality systems and records relevant to the Goods and Services, and shall provide all reasonable cooperation and access. Where applicable The Supplier shall create and retain complete and accurate batch records, manufacturing, testing, distribution and traceability records and all other documentation relating to the Goods and Services for the period required by Good Manufacturing Practice, Good Distribution Practice and Applicable Laws or, if longer, for the Warranty Period plus one (1) year, and shall make such records available to the Buyer on request during that period.

16.5 Entire agreement and precedence. The Contract constitutes the entire agreement between the parties and supersedes all prior arrangements relating to its subject matter. Each party acknowledges that it has not relied on any statement or representation not set out in the Contract, save that nothing limits liability for fraud. Where the Buyer and the Supplier have entered into a signed supply agreement, quality or technical agreement, or pharmacovigilance or safety data exchange agreement covering the same subject matter, the provisions of that agreement shall prevail over these Conditions to the extent (and only to the extent) of any conflict; in the absence of any such agreement, these Conditions together with the Order govern the Contract in their entirety.

16.6 Variation. No variation of the Contract, including the introduction of any additional terms, shall be effective unless agreed in writing and signed by an authorised representative of the Buyer.

16.7 Waiver and remedies. No failure or delay in exercising any right shall waive it. The Buyer's rights under the Contract are in addition to, and not exclusive of, its rights at law.

16.8 Severance. If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, or if that is not possible, deleted; the remainder of the Contract shall be unaffected.

16.9 No partnership. Nothing in the Contract creates any partnership, joint venture, agency or employment relationship between the parties.

16.10 Third parties. A person who is not a party to the Contract has no rights under it by virtue of the Contracts (Rights of Third Parties) Act 1999.

16.11 Notices. Any notice shall be in writing and delivered personally, by pre-paid first-class or recorded post to the recipient's registered office, or by email to an address notified by the recipient. A notice is deemed received: if delivered personally, on delivery; if by post, two (2) Business Days after posting; if by email, on transmission, provided no automated failure notice is received. This clause does not apply to the service of legal proceedings.

16.12 Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.13 Greater protection. Where these Conditions apply together with any supply agreement, quality agreement, technical agreement, pharmacovigilance or safety data exchange agreement or other agreement between the parties, the provision affording the Buyer the greater protection, remedy, right, control or commercial benefit shall prevail, except where expressly stated otherwise.