

ANNEXURE B
GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase form a part of the Award Contract. For the avoidance of doubt, all Purchase Orders shall incorporate all terms and conditions as contained in the Award Contract. Any terms different from or in addition to the terms of the Award Contract, whether communicated orally or contained in any purchase order confirmation, quotation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Award Contract, even if Seller purports to condition its acceptance of the Purchase Order on JJPL's or any applicable Affiliate of JJPL's agreement to such different or additional terms. Seller's acceptance, acknowledgement of the Award Letter, or commencement of performance constitutes Seller's acceptance of these General Terms and Conditions of Purchase. Notwithstanding the foregoing, in the event a separate supply agreement has been negotiated and agreed upon in a signed written agreement between the Parties (as defined below) in relation to the Products, the supply agreement shall take precedence over the Award Contract to the extent of any conflict, and the Award Contract shall be supplemental to the terms of such agreement. Except as set out above, the Award Contract embodies the entire agreement of JJPL, any applicable Affiliate of JJPL, and Seller (each a "Party" and collectively, "Parties"), in relation to its subject matter and supersedes all prior understandings, communications and representations between the Parties, whether oral or written. No amendment to the Award Contract will be effective unless in writing, signed by an authorized representative of JJPL with power to bind JJPL and specifically stating that its intention is to amend the Award Contract. In accordance with the foregoing, the Parties hereby agree as follows:

1. DEFINITIONS

As used throughout the Award Contract, each of the following terms shall have the respective meaning set forth below:

- 1.1. "**Affiliate**" means with respect to a given company, (i) any company that owns or controls, directly or indirectly, at least fifty per cent (50%) of the voting stock of such given company, (ii) any other company, of whose voting stock at least fifty per cent (50%) is owned or controlled by the given company, or (iii) any company of whose voting stock at least fifty per cent (50%) is under common control as such given company.
 - 1.2. "**Anti-Corruption Laws**" means local and other anti-corruption laws (including the U.S. Foreign Corrupt Practices Act).
 - 1.3. "**Award Contract**" has the meaning given in the Award Letter.
 - 1.4. "**Award Letter**" means the letter issued by JJPL awarding Seller certain business as specified in that letter, including as set out in the Award Details attached as Annexure A to that letter.
 - 1.5. "**Award Period**" means the period specified in the Award Details.
 - 1.6. "**BCP**" means the Business Continuity Plan referred to in clause 2.6.
 - 1.7. "**Buyer**" means JJPL, Affiliates of JJPL, Qualified EMs, or SCPP as specified in the Award Details.
 - 1.8. "**Defects**" and correspondingly "**Defective**" means any non-compliance with the Specifications or contamination of or defects in design, material and workmanship.
 - 1.9. "**GMP**" means Good Manufacturing Practices.
 - 1.10. "**Indemnified Parties**" means JJPL and any applicable Affiliate of JJPL and each of their directors, officers, employees, contractors, and agents.
 - 1.11. "**JJPL Trademark**" means all trademarks, service marks, insignia, symbols or decorative designs, trade names, domain names and other symbols associated with JJPL, any Affiliate of JJPL or their respective products.
 - 1.12. "**Products**" shall mean the products Seller is to supply to Buyer, as specified in the Award Letter.
 - 1.13. "**Purchase Order**" shall mean the purchase order and/or similar purchasing document issued by Buyer, which may contain (i) Seller's name, address, contact person, contact details and plant location, (ii) Buyer's name, address, contact person, and contact details, (iii) the port of origin (if applicable), (iv) the Product description and Product code, (v) the unit price and currency, (vi) the applicable Incoterms, (vii) the quantity, (viii) the Specifications, (ix) the mechanism and timings for price adjustments (if applicable), (x) the feedstock price reference (if applicable), (xi) the safety stock requirement (if applicable), (xii) the packing and shipping configuration (if applicable), (xiii) the payment terms, (xiv) the delivery date and delivery point, (xv) the Purchase Order reference number, and/or (xvi) any other applicable information.
- JJPL: _____

point, (xv) the Purchase Order reference number, and/or (xvi) any other applicable information.

- 1.14. "**Qualified EM(s)**" means such qualified external manufacturers of JJPL whom JJPL may instruct to purchase the Products from Seller at the prices as set out in the Award Details and in accordance with the Specifications.
- 1.15. "**SCPP**" means Supply Chain procurement partners appointed by JJPL and notified from time to time to Seller by JJPL whom JJPL instructs to purchase the Products from Seller at the prices as set out in the Award Details and in accordance with the Specifications.
- 1.16. "**Seller**" shall mean the supplier of the Products specified in the Award Letter.
- 1.17. "**SIAC**" shall mean the Singapore International Arbitration Centre.
- 1.18. "**SIAC Rules**" shall mean the arbitration rules of the SIAC.
- 1.19. "**Specifications**" shall mean the conditions and criteria applicable to the manufacture, packaging and/or quality control of the Products as set forth in the Award Details or as otherwise notified from time to time by JJPL to Seller.
- 1.20. "**Young Person**" shall mean any person below the age of eighteen (18).

2. SUPPLY

- 2.1. Supply to JJPL and Affiliates of JJPL. Seller shall supply Products to JJPL and any applicable Affiliate of JJPL during the Award Period for those Products as specified in the Award Letter. Individual Purchase Orders shall be issued electronically by JJPL or such Affiliates of JJPL and shall also be confirmed by Seller electronically. The Purchase Orders shall be deemed received and accepted by Seller on Seller's first business day following the transmission by electronic mail provided Seller confirms receipt. JJPL and such Affiliates of JJPL may modify or cancel all or any part of its purchase under a Purchase Order by issuing a revised Purchase Order to Seller prior to shipment of Products by Seller.
- 2.2. Supply to Qualified EMs. Seller shall supply Products to the Qualified EMs during the Award Period for those Products as specified in the Award Letter. Where a Qualified EM is Buyer, Seller and the Qualified EMs shall negotiate the terms and conditions of the supply agreement, other than pricing and Specifications for the Products supplied to the Qualified EM, that will govern Seller's relationship with the Qualified EM. Such supply agreement is independent from the Award Contract. JJPL and the Affiliates of JJPL (i) are not a party to any supply agreement between Seller and the Qualified EM, (ii) are not responsible for ensuring that the Qualified EM purchase any minimum or specific amount of Product from Seller, and (iii) have no obligation to indemnify Seller for any damage or losses incurred under any supply agreement between Seller and the Qualified EM.
- 2.3. Supply to SCPP. Seller shall supply Products to the SCPP during the Award Period for those Products as specified in the Award Letter. Where a SCPP is Buyer, Seller and the SCPP shall negotiate the terms and conditions of the supply agreement, other than pricing and Specifications for the Products supplied to the SCPP, that will govern Seller's relationship with the SCPP. Such supply agreement is independent from the Award Contract. JJPL and the Affiliates of JJPL (i) are not a party to any supply agreement between Seller and the SCPP, (ii) are not responsible for ensuring that the SCPP purchase any minimum or specific amount of Product from Seller, and (iii) have no obligation to indemnify Seller for any damage or losses incurred under any supply agreement between Seller and the SCPP.
- 2.4. Changes. Seller shall notify and obtain written approval from JJPL at least six (6) months prior to making any changes to the Products, the production process, the production equipment, the Specifications, or the location(s) involved in the fulfilment of the Award Contract and JJPL shall not unreasonably withhold such approval.
- 2.5. Capacities. Seller guarantees that it will have sufficient production capacity, storage space, manpower and all necessities for the manufacture of Buyer's requirements of the Products, and Seller shall inform JJPL and any applicable Buyer at least six (6) months before the discontinuation of any Product, with Seller guaranteeing the uninterrupted supply of such Products during that six (6) month notice period.
- 2.6. Business Continuity. Seller agrees to have in place a BCP, which is a detailed action plan designed for the uninterrupted and seamless supply of Products to Buyer in cases where Seller is unable to supply the Product and JJPL and Seller have mutually agreed on the applicability of the BCP, whether in whole or in appropriate parts. The BCP must be communicated and approved by JJPL, which approval must not be unreasonably withheld. Any action or event that may result in interruption of supply shall be communicated

Seller: _____

by Seller to JJPL and any applicable Buyer in advance or as soon as reasonably possible.

2.7. **Failure to Supply.** Time is of the essence in the performance of Seller's obligations pursuant to the Award Contract. In the event Seller is unwilling or fails to supply the Products in accordance with the Award Contract, in addition to any other remedies JJPL and/or any applicable Affiliate of JJPL have under the Award Contract, Seller shall be liable for all additional costs incurred by Buyer to obtain a supply of the Products or equivalent alternative products. Such additional costs may include, but shall not be limited to, (i) air freight charges for Products or alternative products, and (ii) any increase in the cost incurred by Buyer due to the use of an alternative manufacturer and/or alternative products.

3. **PRICES AND PAYMENT**

3.1. **Price.** Buyer may purchase from time to time the Products at the prices and in the quantities set forth in the Award Details and such prices shall be inclusive of any capital expenditure, compounding, filling, packaging, quality control and assurance, laboratory, warehousing, administrative, packing, hauling, storing, delivery, GMP compliance, profit and other expenditure Seller may incur to fulfil the Purchase Orders. Buyer is under no obligation to place an order for, or to purchase, any Products. The Award and Award Contract will not be construed as an order for any Products.

3.2. **Payment Terms.** The payment terms for all Purchase Orders issued by JJPL and any applicable Affiliate of JJPL are set forth in the Award Details and shall be counted from the invoice date, provided that invoices are not sent prior to the shipment of the Products. The payment terms shall only apply to undisputed invoices.

3.3. **Meet or Release.** JJPL will have the right to compare the price for the Product with prices offered by third parties. The third party prices offered will be based on the Specifications. If the price of such competing offer would be lower than Seller's price for the Product, JJPL will inform Seller of the terms of such competing offer, and Seller will use best efforts to meet such competing offer. Should Seller be unable to meet such competing offer, then, without liability to Seller, JJPL shall have the right to terminate the Award Contract upon giving one (1) month's written notice to Seller.

4. **DELIVERY AND INVENTORY**

4.1. **Delivery.** Seller hereby agrees to deliver the Products in the stated quantities and by the stated date as specified in the Purchase Order. All deliveries must be accompanied by a packing slip, which describes the Products, states the Purchase Order number and shows the destination of the shipments. Seller shall pack all Products in a manner suitable to withstand the effects of shipping, and hauling, which packaging must be in conformance with the packaging and shipment configuration set forth in the Specifications, the applicable Purchase Order and/or the Award Details.

4.2. **Delivery Point.** The delivery point and shipping terms will be set forth in the Purchase Order. In the event the shipping terms are not stated in the Purchase Order, the risk of loss with respect to Product shall remain with Seller whilst the Products are in transit and until the Products reach the delivery point and are accepted by Buyer.

4.3. **Safety Stock.** In the event JJPL or any applicable Affiliate of JJPL requires it, Seller shall hold a safety stock of Product as stipulated in the Purchase Order. Any and all costs in relation to this safety stock will be for Seller's account.

4.4. **Packaging.** Buyer shall have the right to reject any Product with improper or damaged packaging, which shall include but not be limited to: illegible or no product label on the container; leaking, unclean, rusty, or wet containers; broken seals, bags or cartons; heavily deformed or dented packaging; faulty drum lining and incorrect container type; or any other defects affecting Product integrity.

4.5. **Seller Inventory and Shelf Life.** Seller shall maintain its inventory of Products on a first-in, first-out basis and shall ensure that all Products have at least fifty percent (50%) of their guaranteed shelf life remaining at the time of receipt by Buyer. Buyer shall have the right to reject any Products that do not comply with this clause 4.5.

5. **TERM AND TERMINATION**

5.1. **Term.** The Award Contract shall come into effect upon Seller's acceptance or acknowledgement of the Award Letter, or the commencement of performance of the Award Contract, whichever is earlier, and shall end on

JJPL: _____

the expiration and/or the termination of the Award Period, whichever is earlier. In event of multiple Award Periods, unless otherwise terminated earlier, the Award Contract shall expire on the last calendar date of such multiple Award Periods.

5.2. **Breach.** The Award Contract may be terminated prior to the expiration of the Award Period by either JJPL or Seller giving written notice of its intent to terminate to the other party and stating the grounds therein if the other party has materially breached or materially failed in the observance or performance of any representation, warranty, guarantee, covenant or obligation under the Award Contract, including without limitation a failure to comply with the 3 ONs measurements set out in the Award Letter. Unwillingness or failure to supply all or any of the Products in accordance with the Specifications or delivery period shall be deemed to be a material breach. The party receiving the notice shall have one (1) month from the date of receipt thereof to cure the breach or failure. Where such breach or failure is cured, the notice shall be set aside, except where such breach is the result of Seller's unwillingness or failure to supply the Product for a second time during the Award Period, JJPL has the right to terminate the Award Contract notwithstanding Seller curing its breach, such termination being upon the expiration of the one (1) month period.

5.3. **Insolvency, etc.** The Award Contract may be terminated by JJPL or Seller with immediate effect by giving written notice in the event that either JJPL or Seller or their respective Affiliates becomes bankrupt or insolvent, or in the event that any action or court proceeding relating to such party's financial instability is initiated.

5.4. **JJPL's Right to Terminate.** JJPL shall have the right to terminate the Award Contract prior to the expiration of the term of the Award Contract by giving at least one (1) month's prior written notice.

5.5. **Reformulation.** JJPL shall have the right to modify the Specifications from time to time during the Award Period. If Seller is unable or unwilling to meet the revised Specifications, JJPL will have the right to terminate in whole or part the Award Contract with no further obligation to Seller provided JJPL has given Seller at least one (1) month's prior written notice of the termination.

5.6. **Effect.** Expiration or termination of the Award Contract for any reason shall not release any Party from any liability which at such time has already accrued or which thereafter accrues from a breach or default prior to such expiration or termination, nor shall it affect in any way the survival of any other right, duty or obligation of such Party hereto intended expressly or by implication to survive termination or expiry.

6. **INSPECTIONS AND AUDITS**

JJPL shall have the right, upon reasonable notice to Seller and during regular business hours, to inspect and audit the facilities being used by Seller for production and storage of the Product to assure compliance by Seller (and its suppliers) with GMP, Industrial Hygiene Standards, and Industrial Standards Organization Rules 9000 and applicable rules and regulations and with other provisions of the Award Contract. Seller shall within seven (7) calendar days remedy or cause the remedy of any deficiencies that may be noted in any such audits and the failure to do so shall be deemed a material breach of the Award Contract. Seller acknowledges that the provisions of this clause 6 shall in no way relieve Seller of any of its obligations under the Award Contract, nor shall such provisions require JJPL to conduct any such inspections or audits.

7. **QUALITY/DEFECTIVE PRODUCT/CORRECTIVE ACTION**

7.1. **Quality.** Seller warrants and represents that the Products shall be free from Defects. Seller agrees to adhere to JJPL's required quality processes on an on-going basis with the objective of delivering zero-Defects for all Products. Buyer shall have the right to reject any Defective Products.

7.2. **Defective Products.** Without prejudice to any other remedy that Buyer may have, Seller shall replace, at its own cost and expense, including reimbursement of air freight and disposition costs incurred by Buyer, any Defective Product. Seller shall also be liable for costs, liabilities and expenses incurred by Buyer associated with any damage or Defect to any finished goods into which such Defective Product may be incorporated by Buyer, its Affiliates or any other third party supplier or manufacturer of Buyer; provided that Seller shall not be responsible for such Defect to the extent the Defective Product giving rise to such damage or Defect in such finished goods was readily apparent to Buyer, its Affiliates or other third party supplier or manufacturer, as applicable, prior to the incorporation of the Product into the finished goods. Such costs, liabilities and expenses shall include, without limitation, costs associated with procurement of replacement products, other

Seller: _____

than Products, to be incorporated into replacement finished goods and associated air freight and disposition costs, as well as air freight and disposition costs incurred by Buyer in delivering replacement finished goods to its customers. The Parties further agree that when Buyer finds any Defective Products produced and supplied under the same batch and/or production run, all the Products produced in that same batch and/or production run will be deemed to be Defective, and all the remedies that Buyer may have hereunder shall apply to such deemed Defective Products. Payment for Products does not constitute acceptance of any Defective Products or the waiver of any rights of the Buyer.

7.3. Notification. Buyer shall notify Seller of the existence and nature of any Defect and Seller shall have a reasonable opportunity, within ten (10) calendar days from receipt of notification, to inspect such Defective Product and provide Buyer with detailed written instructions that the Product is acceptable or that the Product is Defective, which is subject to Buyer's written confirmation. Thereafter, Buyer shall have the right to return or destroy the Defective Product at Seller's cost and shall have no obligation to pay for such Defective Product.

7.4. Inspection. Buyer will have a reasonable opportunity to inspect the Products at any point of time.

7.5. Corrective Action. In the event any governmental agency having jurisdiction shall request or order, or if JJPL shall determine to undertake, any corrective action with respect to any Product, including any recall, corrective action or market action, and the cause or basis of such recall or action is attributable to Seller (in whole or in part), then Seller shall be liable, and shall reimburse Buyer for the costs of such action including but not limited to the cost of any Product which is affected thereby.

8. INSURANCE

8.1. Seller shall maintain, in its own name and at its own expense, for as long as any Product or any finished good incorporating the Product remains in the market the following types of insurance:

- (i) commercial general liability insurance (which may include umbrella coverage) including coverage for contractual liability for an amount not less than one million United States Dollars (US\$1,000,000);
- (ii) product liability insurance in an amount not less than one million United States Dollars (US\$1,000,000);
- (iii) workers' compensation insurance as required by applicable law to cover all employees who will be involved in the manufacturing of the Products; and
- (iv) any other insurance which is required by law.

9. CONFIDENTIALITY

"Confidential Information" shall include all confidential or proprietary information of JJPL and/or any Affiliate of JJPL given to Seller by Buyer, either orally, electronically or in writing, or otherwise acquired by Seller in its performance of the Award Contract, including information relating to JJPL and/or any Affiliate of JJPL including any trade secrets, information regarding any of the products of JJPL and/or any Affiliate of JJPL, information regarding its suppliers, customers, prospective customers, clinical data, medical databases, advertising, distribution, marketing, strategic plans, business plans, or information regarding its costs, productivity or technological advances and shall specifically include proprietary information regarding the Products. Seller shall not use or disclose to third parties any Confidential Information, except to comply with its obligations under the Award Contract. Seller shall ensure that its employees, officers, representatives and agents and the same of its Affiliates shall not use or disclose to third parties any Confidential Information and upon the expiry and/or termination, whichever earlier, of the Award Contract shall return to JJPL and/or the relevant Affiliates of JJPL or destroy all Confidential Information. Confidential Information shall not include information that (i) was already known to Seller at the time of its receipt thereof or is independently developed by Seller, as evidenced by its written records, (ii) is disclosed to Seller after its receipt thereof by a third party, who Seller believes in good faith, has a right to make such disclosure without violating any obligation of confidentiality, or (iii) is or becomes part of the public domain through no fault of Seller. Seller's confidentiality obligations shall survive the expiration and/or termination of the Award Contract.

10. NO LICENSE OR PARTNERSHIP

10.1. No License. Seller acknowledges that it neither has nor shall secure by JJPL: _____

the Award Contract or by its acts during the continuance of the Award Contract any right or license in or to (i) any of the finished goods, patents, proprietary information, or trade secrets of JJPL and/or any Affiliate of JJPL, (ii) any of the trademarks, copyrights, names, slogans, artwork, symbols and trade names, whether or not registered, or (iii) any proprietary information of JJPL and/or any Affiliate of JJPL. Title to all such assets, and the right to use the same, shall at all times remain vested in JJPL and/or the relevant Affiliates of JJPL.

10.2. No Partnership. The relationship of the Parties established by the Award Contract is that of independent contractors, and nothing contained herein shall be construed to (i) give any Party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

11. JJPL'S TRADEMARKS

The JJPL Trademarks are all the property of JJPL and/or the Affiliates of JJPL or used by JJPL and/or the Affiliates of JJPL under license. Seller acknowledges and agrees that (i) it has no right to use the JJPL Trademarks without JJPL's and/or the Affiliates of JJPL's prior written consent, (ii) it will not take any action which may derogate from JJPL and/or the Affiliates of JJPL's rights in, ownership of, or the goodwill associated with such JJPL Trademarks, and (iii) it will remove all JJPL Trademarks from anything not authorised by JJPL and/or the Affiliates of JJPL.

12. REPRESENTATIONS AND WARRANTIES

12.1. Seller represents and warrants to Buyer that Products shall be (i) of merchantable quality, fit for the purpose, and free from any Defects, (ii) shall be manufactured and supplied in accordance and conformity with the Specifications, and (iii) in compliance with the Award Contract. Seller represents and warrants that it shall comply with all present and future statutes, laws, regulations and policies relating to the manufacture and supply of the Products, including the compliance obligations set forth under clause 13 and GMP, Industrial Hygiene Standards and International Standards Organization Rules 9000 et seq.

12.2. If Seller fails to comply with this clause 12 and/or clause 13 in any way, irrespective of the materiality, such failure shall be deemed to be a material breach of the Award Contract, and JJPL shall have the right to terminate the Award Contract in accordance with clause 5.

12.3. Seller further represents and warrants to Buyer that it shall be solely responsible for any and all losses incurred as a result of its or its Affiliate's failure to fulfil any of its representations or warranties.

12.4. Policies. Seller represents and warrants that it has, and undertakes that it shall, observe and adhere to the Supplier Code of Conduct which is posted at: <https://www.kenvue.com/policies-positions/supplier-code-of-conduct> and incorporated herein by reference.

13. COMPLIANCE

13.1. Compliance with Law. Seller shall conduct its manufacturing operations and perform all of its other obligations hereunder in a safe and prudent manner, in full compliance with all applicable laws, including but not limited to those dealing with occupational safety and health, with public safety and health, environmental laws, labour laws, service laws, tax laws, economic laws, customs laws, foreign trade laws, intellectual property laws, branding and labelling laws and adulteration and contamination laws, and in full compliance with all applicable provisions of the Award Contract. Seller shall obtain all necessary registrations, licenses and permits pertaining to activities contemplated by the Award Contract. To the extent necessary for the regulatory approval of Products, Seller shall permit the inspection of its premises by regulatory authorities.

13.2. FCPA. No Party shall perform any actions that are prohibited by Anti-Corruption Laws that may be applicable to one or more Parties. Without limiting the foregoing, no Party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws. Failure to comply with this clause 13.2 shall entitle JJPL to terminate the Award Contract immediately upon written notice.

13.3. JJPL Policies. Seller shall comply fully with (i) JJPL's Quality Assurance Requirements (Annexure C to the Award Letter), (ii) JJPL's International

Seller: _____

Safety, Health and Environmental Policy (Annexure D to the Award Letter), (iii) JJPL's Conflict of Interest Policy (Annexure E to the Award Letter), (iv) JJPL's Policy on Data Safeguards (Annexure F to the Award Letter), (v) JJPL's Pallet Management Standard (Annexure G to the Award Letter), and (vi) JJPL's Change Control Policy (Annexure H to the Award Letter), all of which Seller acknowledges having received and reviewed.

13.4. Employment of Young Persons. Seller agrees and undertakes that it shall abide by JJPL's policy concerning the employment of Young Persons and in accordance with the policy shall not engage any Young Person under the age of sixteen (16) years for any operation/service rendered to Buyer. Seller further agrees that Young Persons between the ages of sixteen (16) and eighteen (18) shall be employed only when such employment is in compliance with the all applicable laws and with health, safety and moral provisions of the International Labour Organization Convention 138 Concerning Minimum Age ("ILO convention 138"), and in accordance, no Young Person shall be required to work neither more than forty-eight (48) hours of regularly scheduled time and twelve (12) hours of overtime per week nor more than six (6) days per week.

14. GOVERNING LAW

The Award Contract shall be governed by and shall be construed in accordance with the laws of Singapore with the exclusion of its conflict of law principles to the extent that they would refer to foreign law.

15. DISPUTE RESOLUTION

All disputes arising in connection with the Award and/or the Award Contract or its validity shall be finally settled by arbitration administered by SIAC in accordance with the SIAC Rules thereunder for the time being in force, which rules are deemed to be incorporated by reference to this clause 15. In the event of dispute, the place of arbitration shall be Singapore and the arbitral tribunal shall consist of one (1) arbitrator to be appointed by the chairman of the SIAC. The language of the arbitral proceedings shall be English. The award may be entered in any court of competent jurisdiction and the arbitral tribunal may award the costs and expenses of the arbitration as provided in the SIAC Rules, but each party shall bear its own expenses. Nothing in this clause 15 shall preclude any party from applying for urgent interlocutory relief from any court of competent jurisdiction and for this purpose, each of the parties expressly submit to the jurisdiction of any such court.

16. INDEMNIFICATION

Seller shall indemnify and hold harmless the Indemnified Parties from and against any and all damages, liability, claims, costs, charges, judgments and expenses, including reasonable attorneys' fees that may be sustained, suffered, or incurred by the Indemnified Parties arising from (i) the performance by Seller of its obligations under the Award Contract or by reason of breach by Seller of any warranty, representation, covenant or agreement made by Seller in the Award Contract, (ii) any claim for death, injury or property damage caused by the negligent act or omissions, gross negligence, or wilful misconduct arising from or connected with the performance of the Award Contract other than due to or occasioned by the Indemnified Parties, (iii) any claim that any Product or the importation, use or sale thereof or the use of the manufacturing equipment, material or processes utilized for the Product infringes, or allegedly infringes, any patent of any third party, or (iv) any claim for damages arising out of violation of the Anti-Corruption Laws. Seller's indemnification obligations shall survive the expiration or termination of the Award Contract.

17. MISCELLANEOUS

17.1. Force Majeure. Fire, flood, strikes, lock-outs, epidemics, war, shortage of means of transport or other events beyond reasonable control of the parties, but this excludes any strike or lock-outs which could have been or may be resolved by the relevant party using reasonable endeavours, which prevent Seller from fulfilling its obligations under the Purchase Order, or prevent the applicable Buyer from receiving and/or using any of the Products, shall be a "Force Majeure Event" and shall operate to suspend the performance under the particular Purchase Order during the duration of the Force Majeure Event and the period required to overcome the Force Majeure Event. If the period for suspension lasts longer than one (1) week, any of the relevant parties to the delayed Purchase Order may at any time thereafter cancel the delayed Purchase Order or any portion thereof with immediate effect without liability.

17.2. Assignment. Seller shall neither transfer nor assign the Award Contract or any of its rights or obligations hereunder, whether in whole or in part, by delegation, subcontracting, operation of law, or otherwise, without the prior written consent of JJPL. JJPL may assign the Award Contract (including, but not limited to, assignment by operation of law) without consent of Seller to (a) any of its Affiliates or (b) a successor in interest of JJPL that acquires a majority of JJPL's common stock or substantially all of the assets of the business to which this agreement pertains, by acquisition, merger, or otherwise.

17.3. Severability. If any provision of the Award Contract is or becomes invalid, illegal or unenforceable, the other provisions will not be affected or impaired. JJPL & Seller will then negotiate in good faith in order to substitute the one provision that is invalid, illegal or unenforceable.

17.4. Failure to Exercise. The failure of any party to enforce at any time for any period any provision under the Award Contract shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce such provision, nor shall any single or partial exercise of any right or remedy preclude any party from the further exercise thereof or the exercise of any other right or remedy. The remedies provided in the Award Contract are cumulative and not exclusive of any remedies provided at law.

17.5. Limitation of Liability. Except for Seller's confidentiality obligations in clause 9, Seller's compliance obligations in clause 13 and Seller's indemnification obligations in clause 16, neither Buyer nor Seller shall, in the performance of its respective obligations under the Award Contract, be liable to the other party for indirect or consequential damages, including, without limitation, any lost profits. Neither JJPL's nor any applicable Affiliate of JJPL's total liability for damages under the Award Contract shall exceed the price of the specific Products giving rise to the claim.

17.6. Nature of Rights and Obligations. The liability of each of JJPL and any applicable Affiliate of JJPL is several. JJPL and the Affiliates of JJPL shall not be responsible for (i) the obligations of the others; (ii) the obligations of the Qualified EMs; or (iii) the obligations of the SCPP. The failure of any Buyer to perform its obligations shall not release Seller from its obligations. The rights of each of JJPL and any applicable Affiliate of JJPL is also several. Each of JJPL and any applicable Affiliate of JJPL shall have the right to protect and enforce its rights arising out of the Award Contract and it shall not be necessary for any of them, any SCPP or any Qualified EM to be joined as an additional party in any proceedings for this purpose.

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ANNEXURE C
Quality Assurance Requirements

This Annexure C (Quality Assurance Requirements) sets forth the quality assurance requirements which Seller will comply with in all respects in connection with the supply of the Products pursuant to the Award, and includes by reference the terms and conditions of the Award.

1. Definitions

- 1.1. "Manufacture", "Manufactured" or "Manufacturing" means all activities involved in the production of Products including but not limited to the production, filling, testing, preparation, formulation, finishing, testing, packaging, storage and labelling of Products and the handling, storage and disposal of any residues or wastes generated thereby.
- 1.2. "Product" or "Products" means all items listed in the Award Details (Annexure A) to the Award Letter and made a part of the Award which shall be Manufactured in accordance with the Specifications, and any other new items Manufactured in accordance with their indicated Specifications as set forth in an addendum to the Award in respect to any additional purchases agreed to between Buyer and Seller.
- 1.3. "Raw Materials" means the materials, components, packaging and labeling required for Manufacturing and packaging the Products in accordance with the Specifications but excludes any materials supplied by Buyer and/or any of its Affiliates.
- 1.4. "Specifications" means the specifications for the design, composition, product safety assurance, Manufacture, packaging and/or quality control for the initial Products as set forth in the Award Details (Annexure A) to the Award Letter, and for any additional Products as set forth in an addendum to the Award in respect to any additional purchases agreed to between Buyer and Seller.

2. Receipt, Storage and Raw Material Handling

- 2.1. There are written disposition criteria and procedures for acceptance and rejection of incoming Raw Materials.
- 2.2. Adequate records are kept to track the date of receipt, lot number and vendor of incoming Raw Materials.
- 2.3. Raw Materials are inspected, sampled and tested for conformance to Specifications.
- 2.4. There are written Raw Materials sampling and testing procedures and a Raw Material retention program.
- 2.5. Raw materials awaiting inspection are segregated from already dispositioned Raw Material.
- 2.6. Rejected and obsolete Raw Materials are labeled and clearly segregated from accepted Raw Materials.
- 2.7. All Raw Materials are properly identified (with tags or some other mechanism) as to their description and contents to avoid errors in issuance.
- 2.8. Raw Materials are accepted and rejected by a qualified individual(s).
- 2.9. Current Specifications of all Raw Materials that go as ingredients in Products are kept and followed.
- 2.10. FIFO is formally written and properly followed.

3. Manufacturing Process

- 3.1. There are written manufacturing process specifications to assure production control and process repeatability.
- 3.2. Process validations are conducted whenever there is significant change on manufacturing process. Validation results are reviewed and agreed by Buyer.
- 3.3. The manufacturing procedures are properly recorded to reflect the real status of production. Production record is adequate and detailed so that Raw Materials can be properly tracked through the manufacturing process.
- 3.4. There are written specifications and procedures regarding process sampling and tests performed to ensure work-in-process items meet quality requirements. Test results are recorded properly and easy to review and trace.
- 3.5. The production line start-up inspection and area clearance procedures are properly written and followed to prevent confusion.
- 3.6. For production line change over, cleaning procedures are properly written and followed to prevent contamination. Cleaning procedures are validated to prove the effectiveness when necessary.
- 3.7. Manufacturing equipment is maintained and calibrated through a formal maintenance and calibration program.
- 3.8. Products Specifications are written and agreed with Buyer. Sampling plan, test methods, defect list and Accepted Quality Level ("AQL") are included in the Specifications. Specifications are strictly followed.
- 3.9. Inspection, acceptance and rejection of Product is carried out by competent person(s) in accordance with established written criteria, procedures and Specifications.

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- 3.10. Production record sheet are formally reviewed and approved by qualified persons as part of release process for the Products.
- 3.11. Deviation procedures are written and properly followed to ensure traceability.
- 3.12. Shipping containers are properly printed, labeled and marked to identify contents prior to shipping. Certificate of Analysis ("COA") is available per Buyer's requirement.

4. Quality Control ("QC") Systems

- 4.1. QC lab is well equipped for the designated purpose.
- 4.2. Lab staff are well trained on test procedures and have the ability to carry out assigned tasks.
- 4.3. There are approved written test procedures and methods according to which tests are conducted and recorded (for Products, agreed and updated Specifications and test methods).
- 4.4. Test records are maintained and a certificate of conformance is sent to Buyers with each shipment of Products to the Buyers.
- 4.5. In case of Product rejection, causes of rejection are investigated, and corrective action respectively executed to prevent the problem from recurring. The effectiveness of correction is verified and documented.
- 4.6. In case of reprocessing, necessary QC checks and tests are repeated on the reprocessed lot and relevant record thereof is maintained.
- 4.7. All gauging, measurement and testing equipment is routinely checked and calibrated according to written procedures and records of the check and calibration are maintained.
- 4.8. Controls and Standards used to perform calibrations are traceable to the National Bureau of Standards.
- 4.9. Sampling plan for Products are properly written and followed.
- 4.10. Proper Product sample and the technical records relating thereto are maintained in accordance with the Buyer's record retention program. (For JJPL, Product retention: one year + shelf life; record retention: one year + Product shelf life).
- 4.11. Proper standard sample or boundary sample approval procedures are written and followed. Standard samples or boundary samples are properly kept, and in line with the procedures of Buyer.

5. Change Control and Quality Control System Improvement

- 5.1. Change control procedures are written and properly followed, and ensure that changes from Buyer on artwork, print, model design or any special requirements are timely and correctly followed.
- 5.2. Written procedure for destruction of out-dated artwork and model is in place and properly followed.
- 5.3. Written procedure and method agreed with Buyer for "non-conformance material disposition".
- 5.4. Customers are notified prior to any change in Raw Materials, manufacturing process or any other technical parameters that affect the Product. Necessary concurrence is obtained before proceeding.
- 5.5. To improve quality performance and quality systems, there is timely contact and feedback to Buyers on failure investigation and corrective action implementation.
- 5.6. Valid and timely data is collected and analyzed to further improve on Product quality and service. Quality improvement tools are regularly used.
- 5.7. Internal audit program is written and carried out on a timely basis to improve the QC system.
- 5.8. Training program for quality assurance procedures are documented and carried out accordingly.

6. Facilities and Housekeeping

- 6.1. The manufacturing facility is well equipped and able to produce the Products.
- 6.2. The facilities provide adequate space to prevent mixes, both in the warehouse and on the production line.
- 6.3. Where environment conditions at the manufacturing site and warehouse have an adverse effect on the Products fitness for use, these conditions are properly controlled. This may include clean room environment or minimum of contained area.
- 6.4. Facilities and working area are routinely cleaned and sanitized as per written procedures, and schedules and records thereof are maintained.
- 6.5. Washing and toilet facilities are clean and adequate.
- 6.6. Operators are properly dressed to prevent micro-contamination of Products.
- 6.7. Eating, drinking and smoking are restricted to designated areas outside the storage and manufacturing areas.

ANNEXURE D

International Safety, Health and Environmental Policy

This Annexure D (International Safety, Health and Environmental Policy) sets forth the environmental health and safety requirements which Seller will comply with in all respects in connection with the supply of the Products pursuant to the Award, and includes by reference the terms and conditions of the Award.

This policy applies to the implementation of safety, health and environment standards in all third party providers (TPP) and is designed to address risks that may result in: business interruption, legal liability/regulatory action and/or adverse publicity.

1 Safety and Health

At a minimum the TPP's safety and health program shall include the following key elements:

- 1.1 **Safety Policy** – A written policy to create and maintain a safe workplace.
- 1.2 **Accountability** – Evidence that senior management holds all employees accountable for working safely.
- 1.3 **Risk Assessment and Safety Inspections** – A proactive process to identify and correct workplace hazards.
- 1.4 **Safety SOPs** – Written procedures to assure the safe operation of machinery and equipment.
- 1.5 **Personal Protective Equipment** – Provision of protective clothing and equipment aimed at preventing overexposure to hazardous substances.
- 1.6 **Training** – Provision of instruction to assure employees are aware of workplace hazards and the means to protect themselves from injury.
- 1.7 **Medical Surveillance** - Ongoing evaluation by medical professionals that monitors employees' health to assure protective strategies are effective.
- 1.8 **Accident Investigations** – Procedures for thorough review of all accidents and injuries to identify and eliminate root causes.
- 1.9 **Emergency Response Plans** – A written plan to address emergencies such as evacuations, fires, chemical spills, and medical emergencies that is reviewed with all employees and drilled at least twice per year.

2 Environment

At a minimum and in addition to the TPP not having a history of chronic violations of environmental regulations, the TPP's site environmental program shall include the following key elements:

- 2.1 **Air Pollution** – Extremely toxic air pollutants shall not be emitted in quantities that could harm human health or the environment.
- 2.2 **Wastewater** – Any wastewater discharges directly to a water body or onto the ground shall not adversely impact human health or the environment.
- 2.3 **Hazardous Waste** – Methods for treating or disposing hazardous waste on-site shall be performed in a manner that is protective of human health and the environment. On-site land filling or land disposal of hazardous waste is discharged.
- 2.4 **Toxic Chemical Management** – Toxic chemicals and petroleum products (oil) shall be managed in a manner that minimizes the likelihood of a catastrophic event.
- 2.5 **Environment Contamination** – If significant environmental contamination exists, the manufacturer shall take measures to clean up the contamination.

3 Other

- 3.1 In addition to complying with the provisions of this policy, TPP shall also comply with all governmental requirements for safety, health and the environment.
- 3.2 The TPP shall inform JJPL of significant adverse events (e.g. serious injuries, fires, spills, releases, etc.) that occur at its location.
- 3.3 The TPP shall inform JJPL of visits by government agencies associated with safety, health and/or the environment and the result of these inspections.
- 3.4 The TPP shall submit to periodic safety, health and environmental audits and prepare a suitable written corrective action plan when deficiencies are cited.
- 3.5 When required, the TPP shall implement corrective actions expeditiously.

4 JJPL Environmental, Health, Safety and Sustainability (“EHS&S”) Requirements for Supplier Managed Warehouses

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Seller shall:

- 4.1 inform JJPL promptly of any significant adverse incident including but not limited to work-related fatality; major spill/release that results in significant environmental damage such as fish kill or community impact; or, any EHS&S incident that is likely to receive media attention;
- 4.2 report to JJPL on EHS&S statistics on request or according to a prescribed schedule;
- 4.3 endeavour to use renewal energy where reasonable and be able to demonstrate Warehouse energy efficiency versus industry standard on request;
- 4.4 ensure the Warehouse:
 - (i) has appropriate fire protection and life safety systems and portable hand-held fire extinguishers as dictated by local building, fire and life safety code based on the commodities stored and distributed at the location (or NFPA 10 for portable hand-held fire extinguishers whichever is more stringent) and with at least 2 means of egress from each level permitting immediate and unimpeded access to safety exit the building;
 - (ii) fully protected by an automatic fire suppression (or as otherwise agreed), alarm and detection system designed, installed and maintained in accordance with NFPA 72, International Fire Code (IFC) or other internationally recognized standard; and
 - (iii) meets the life safety standards in accordance with the local requirements or NFPA 101, International Building Code (IBC) or other internationally recognized standard;
- 4.5 establish a documented risk-based process (or as otherwise agreed) to confirm operations are acceptable for business continuity and personnel safety including but not limited to risk ranking, action plan tracking and communication process for senior management visibility;
- 4.6 inspect, test and maintain fire extinguishing, detection, alarm and lightening, emergency back-up power systems or emergency generators in accordance with NFPA 25, 72, 70, 110 of International Fire Code (IFC) or a similar regional standard and provide electronic copies of these reports to JJPL annually;
- 4.7 provide to JJPL on request copies of internal and/or third party fire and explosion risk assessments including but not limited to insurance risk assessment reports, government inspections, EU-SEVESO assessments; and
- 4.8 inform JJPL immediately if there is a significant change in the nature (based on fire dynamics including British Thermal Units ("BTUs") and potential for reactivity or ignition) of product or materials stored in the Warehouse.

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ANNEXURE E
Conflict of Interest Policy

This Annexure E (Conflict of Interest Policy) sets forth the ethical business practices which Seller will comply with in all respects in connection with the supply of the Products pursuant to the Award, and includes by reference the terms and conditions of the Award.

Management and staff of all contractors supplying products and services to JJPL shall prevent conflict of interest and avoid circumstances, which pertain thereto.

Any circumstance that could cast doubt or the appearance of doubt on any employee of JJPL to act with total objectivity with regard to the interests of JJPL is considered a potential conflict of interest. Contractors should not:

- Offer gifts, gratuities, entertainment, travel or hospitality to employees or relatives of JJPL employees. Dinners and luncheons, which provide continuity of business discussions, are allowed as time saving expediency. Gifts of inconsequential value, such as calendars, pens, note pads, or appointment books, may be given in circumstances where such minor gifts are customary.
- Seek to profit or gain advantage over other contractor's from confidential information or business opportunities made known to them as a result of their relationship with JJPL. This includes, but is not limited to, product volumes, new products, and other personal business ventures. Contractors shall not solicit from any JJPL employee, without a need to know, confidential information of any kind with respect to strategies, decisions, pricing, proceedings or other activities of JJPL.
- Give fees, commissions or other compensation to any JJPL employee or members of their family.
- Deliberately hide the fact that said Seller is owned controlled or represented by an employee or relative of an employee of JJPL. Contractors whose director, officer, partner, employee, agent or consultant, with or without compensation, is an employee or relative of a JJPL employee shall not be considered for qualification unless such circumstance had been previously disclosed and formally cleared through the appropriate Kenvue channels.

In certain cases, after full written disclosure of material facts, an exception to the foregoing standards may be authorized by the managing director of JJPL if it is determined that no material conflict of interest exists.

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ANNEXURE F
Policy on Data Safeguards

1. Seller shall have and maintain an effective information security program that encompasses administrative, technical, and physical safeguards that meet or exceed the requirements specified in applicable industry standards (e.g., ISO 27001, NIST CSF) to protect against a disruption of services, and threats to the unauthorized or accidental destruction, loss, alteration, or use of JJPL information.
 - 1.1 If Seller intends to implement a change to its information systems, policies or procedures that would reduce the level of information security safeguards in place as of the Effective Date, Seller shall notify JJPL and only implement such change upon JJPL's approval.
 - 1.2 Supplier shall identify requirements for, and institute and practice, a Business Continuity and Disaster Recovery Plan (the "**Plan**") that will prevent catastrophic data and/or operations loss and resume operations timely in the event of system failure, damage, or destruction, to ensure fulfillment of products and services to JJPL. Seller shall ensure the Plan is tested no less frequently than once every two years to ensure it can be executed correctly and efficiently.
 - 1.3 For the protection of classified JJPL information or sensitive personal information, Seller shall implement data encryption using strong, non-proprietary cryptographic protocols that are consistent with those standards set forth in the current versions of the FIPS 140 series, the NIST Special Publication 800 series or ISO 27001 requirements.
 - 1.4 Seller shall allow and support the completion of periodic assessments by JJPL or a JJPL Affiliate to determine compliance with these JJPL information security requirements.
2. If Seller personnel are provided ongoing access to JJPL's facilities and/or network and computing resources, they shall abide by all applicable Acceptable Use policies, and complete JJPL information security training. Seller's access or connectivity may be terminated at any time upon violation of JJPL's policies and/or misuse or abuse of Seller's privileges.
3. Seller shall have and maintain a formal information security incident monitoring, reporting and response capability to identify, report and appropriately respond to known or suspected information security incidents, including any unauthorized access, acquisition, use, disclosure, or destruction of JJPL information.
4. If Seller discovers or is notified of a breach of security relating to JJPL information or that would otherwise interrupt, degrade or compromise the integrity of products or services provided to JJPL, Seller shall: (a) notify JJPL within 24 hours of such breach; and (b) if JJPL information was in the possession of Seller at the time of such breach, Seller shall (i) promptly investigate and remediate the effects of the breach, and (ii) provide JJPL with satisfactory assurance that such breach will not reoccur.
5. No JJPL information shall be sold, assigned, leased, or otherwise disposed of to a third party, or commercially exploited, by or on behalf of Seller or its personnel without JJPL's express written consent. Seller shall not collect, share, disclose or use any JJPL information except as necessary to perform the services described in the Agreement. Furthermore, Seller represents and acknowledges that it does not receive, nor is JJPL providing, any such JJPL information in consideration for the provision of the services or otherwise. Seller additionally represents and warrants that the provision of the products or services shall comply with applicable data protection laws.

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ANNEXURE G
Pallet Management

This Annexure G (Pallet Management) sets forth the requirements which Seller will comply with in all respects in connection with the supply of the Products pursuant to the Award, and includes by reference the terms and conditions of the Award.

1.0 OVERVIEW

JJPL is issuing requirements and guidance for the management of pallets. These procedures are intended to ensure that pallets are controlled in a manner which reduces the risk for unintentional consequences impacting the quality of materials and products stored or transported on pallets.

This standard has been approved by the Chief Quality Officer.

2.0 PURPOSE

This standard defines the requirements and recommendations for the design, procurement, storage, and management of both wood and non-wood pallets. The purpose is to prevent pallets from impacting the quality of the materials and products that are stored on them.

This policy sets a baseline for the use of pallets. In the event that a local law, statute, or regulation related to the use of pallets is more stringent than this standard, the local regulations will take precedent.

3.0 SCOPE

The scope of this policy includes all pallets purchased by, supplied to, or utilized by, JJPL or any affiliates of JJPL that are associated with materials or products intended for commercial or clinical distribution. This includes pallets supplied in the shipment of any materials to JJPL or its affiliates.

The scope of this policy also includes all pallets utilized by any third party supplier or external manufacturer that is engaged in the production of products (or in the supply of any raw, packaging or other materials used for such production) for any affiliate of JJPL.

This policy is subject to an implementation transition plan, which will detail the timing for implementation.

4.0 DEFINITIONS

Parenteral Drug Products: Drug products which are sterile and intravenously, subcutaneously or intramuscularly administered.

Ingestible Products: Products which are administered orally into the GI tract or via nasal spray.

GMP Production Floor: Areas where products are manufactured or packaged.

Production Support Areas: Warehouse type locations in a manufacturing plant where materials, components, and/or work in process materials are stored.

5.0 RESPONSIBILITIES

Each company who releases product or places product on the market is responsible for deploying this standard within their individual organization. Company Quality and Supply Chain Heads are accountable for deployment, and the creation of applicable sector, regional, or local SOP's as warranted.

The quality organizations overseeing quality at external manufacturers/packagers/distributors are responsible for either deploying this standard at the external company or ensuring equivalent provisions are made to protect product quality.

6.0 STANDARD REQUIREMENTS

6.1 Pallet Construction - Wood

Wood pallets require special care to minimize the potential for mold and other contamination.

Mold is a common potential issue with wood pallets, especially those made from "white" (new) wood and heat treated. The heat treating tends to elevate moisture and surface sugar content.

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In the presence of halogenated phenolic compounds used to treat wood, like tribromophenol (TBP), methylation can occur to form halogenated anisole compounds, like tribromoanisole (TBA), which can impart an undesirable musty/moldy odor to components and products. For this to occur, the chemical reaction requires the presence of a halogenated phenolic compound, time, moisture, and heat energy. Although there is a widespread regulatory ban on using TBP fungicides, some developing countries continue to use this chemical to treat wood products.

Requirements:

a) Chemical Treatments - Wood pallets that fall within the scope of this policy shall be made from wood that is certified to be free of 2,4,6-tribromophenol (TBP) and any other form of phenol-based fungicide treatment, and shall comply with the International Standards for Phytosanitary Measures Publication No. 15, 2009 Revision (ISPM 15) for Heat Treatment only (see particularly ISPM 15 Annex 1 – Approved Measures Associated with Wood Packaging Material, Page 11).

While ISPM 15 currently provides for the use of Methyl Bromide as an alternate method for fumigation, due to environmental concerns, the use of pallets fumigated with Methyl Bromide is also prohibited and is not considered compliant with our requirements.

All wood pallets that meet the requirements of this policy must properly display a specified Heat Treated mark as shown in ISPM 15 Annex 2 – Marking for Approved Measures (Page 13). This universally recognized, non-language specific mark facilitates verification during inspection.

CHEP and PECO pallets are exempted from the HT marking requirement. These pallet suppliers heat treat, but use their own logo to symbolize compliance.

If for any reason, an operating company determines that they need to adopt a modification to the standard for a particular aspect of their business, which does not compromise in any way the safety of the workers, consumer, or patient, they must document this rationale and receive approval in writing from their Regional Heads of Quality Assurance and Supply Chain.

b) Materials - Softwood is the preferred material of construction since heat treated hardwood pallets are more prone to the development of mold.

6.2 6.2. Pallet Construction – Non-Wood

Non-wood pallets are typically made from metal, molded plastics, or reinforced resins. They are not treated with fungicides, but may be treated with flame retardant chemicals.

Requirements:

a) Chemical Treatments – Non-wood pallets are to be certified that they are free of Polybrominated diphenyl ethers (PBDEs) flame retardants - specifically penta-, octa-, and deca-brominated diphenyl ethers (BDEs).

The use of other chemical treatments is discouraged. Where local usage is required, a comprehensive user and product safety assessment is needed, with written approval by the regional QA and Supply Chain Heads.

b) Materials – Molded plastic and metal pallets compliant with this section are acceptable. Reinforced resin materials, single use slip sheets, corrugated cardboard pallets, and processed press wood pallets may be used with appropriate assessment and written approval by regional QA and Supply Chain Heads. Pallets are to be of a resilient and low-shedding material. Where available, approved pallets or pallet materials are to be identified with a unique marking, color, or configuration.

c) Flammability – Factory Mutual fire loss prevention guidance shall be used for determining fire safety requirements for pallet use and idle storage at JJPL managed facilities.

6.3 Incoming Receipt of Wood Pallets (With or Without Materials on Them)

Empty and in-use wood pallets are to be routinely inspected upon receipt to confirm compliance to 6.2, are in good condition, and are free of mold or other contaminants.

6.4 Pallet Type Usage By Location

It is the policy of JJPL to eliminate the use of wood pallets for certain applications as defined below.

Requirements:

- a) All JJPL Manufacturing Sites - The Enterprise Supply Chain will standardize around the use of non-wood pallets within the GMP production floors in all manufacturing locations worldwide. Compliant wood pallets will only be used within this space for the final pack off of finished products for outbound storage/shipment. The number of wood pallets in GMP production floor areas is to be minimized during the process of palletizing for final shipment, and such wood pallets must fully comply with all relevant provisions of this Standard.
- b) Third Party Manufacturing Sites – The Enterprise Supply Chain will standardize around the use of non-wood pallets within the GMP production floors in all External Manufacturers worldwide producing ingestible products or parenteral drug products. Compliant wood pallets are to be used in such facilities for the final pack off of finished products for storage/shipment to our distribution centers. The number of wood pallets in GMP production floor areas is to be minimized. Compliant wood pallets will continue to be utilized for shipments to customers.
- c) Latin America & Caribbean Based Manufacturing Sites - Additionally, all JJPL manufacturing locations and External Manufacturers' that: 1) are located in Puerto Rico or Latin America, and 2) produce ingestible products or parenteral drug products, are to use non-wood pallets for all production areas and all production support areas, including warehousing and storage of raw materials and components.
- d) Suppliers – Packaging components used for ingestible or parenteral drug products are to use non-wood pallets where feasible. For all other product types, compliant wood pallets may be used for raw materials and packaging components. A pallet logistics plan is to be approved by the regional QA and Supply Chain heads.

6.5 Wood Pallet Storage & Handling Guidance (With or Without product on them)

This section contains recommended best practice guidance on the handling and storage of wood pallets to minimize the potential for unintended consequences stemming from the development of mold and/or off odor. This guidance does not apply to in transit conditions and is not intended to establish mandatory requirements. However continued deviation from such practices would be cause for concern.

- a) Store in well ventilated areas, which are free of standing water, and protected from inclement weather conditions.
- b) Storage conditions not to exceed 40o C (104o F) and 75% RH for > 24 hours.
- c) DO NOT store finished goods, WIP, raw materials, or components on wood pallets in trailers for prolonged periods.
- d) Where empty pallets must be stored in trailers, dock the trailer and open the trailer doors to the warehouse.
- e) Compliant pallets at External Manufacturers are not mixed with non-Heat Treated wood pallets.
- f) Pallets with significant mold are considered unacceptable. Note that dark stains and bluish stains are common in fresh cut, and even aged wood. This is to be expected and is not to be confused with mold. The presence of mold is characterized by:
 - A moldy smell is present.
 - A colorful, spotty, smudgable stain that does not go below the wood surface.
 - The surface is raised and described as fuzzy spots or masses.
 - A cloud of spores may be produced when disturbed.

6.6 Non-Compliant Pallet Disposition

A process shall be established to be followed when non-compliant pallets are identified, including those used for returned products. A Risk Matrix is to be employed to guide the decision making process. Local QA must be engaged in the decision making process and appropriate Quality System documentation processes followed.

ANNEXURE H
Change Control Policy

This Annexure H (Change Control Policy) sets forth the change control requirements which Seller will comply with in all respects in connection with the supply of the Products pursuant to the Award, and includes by reference the terms and conditions of the Award.

We would like to highlight the importance of any the change control procedures which are advised and notified to you, or which you are required to advise and notify to us. Change control procedures which we may notify to you are changes in the specifications or quality of the materials that we ask you to supply to us. A change control procedure which you should notify to us are any changes, however slight, made to the composition of the materials or the processing of the materials that you provide to us. Any changes, additives, processing agents or changes in processing may impact the materials you supply to us, and in turn, may interact with the production process or formulation of our products.

The key to delivering a safe and consistently high quality product to our customers is twofold. The first factor is ensuring that raw, component, and packaging materials used in the production of our products robustly complies with our quality control specifications and procedures in the production process. The second, and no less important, factor critical to the production of a quality product is strict adherence to established production specifications, protocols and process controls, including specified standards for the manufacturing site and equipment.

As an end user, JJPL uses your supplied material in formulated products for millions of consumers, including newborn babies. It is of the highest importance to us to understand the composition and quality of the ingredients we source.

Currently, the critical to quality parameters of your material are verified as acceptable to JJPL's requirements.

Any change to your current production process could possibly affect your materials which are critical to quality, and inadvertently impact the products we manufacture.

This is a reminder that we have notification periods built in to our Terms & Conditions for change control management, and we request the strictest adherence to these requirements. Any changes to the production, processing and supply of your materials should be notified to us in advance of such changes made to the materials you supply to us.

We thank you in advance for your continued cooperation, and look forward to our continued partnership in producing quality products for our consumers.

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