

## KENVUE GENERAL TERMS & CONDITIONS OF PURCHASE (SERVICES)

1. In these General Terms and Conditions:
  - (a) **"Company"** shall mean the Kenvue company which has issued (and is named as buyer, or indicated as the "Ship To", "Bill To" or similar, on) the Purchase Order;
  - (b) **"Conditions"** shall mean the general terms and conditions set out in this document (and, to the extent applicable, any additional Country Specific Conditions which may be set out on [www.kenvue.com/suppliers/general-terms-and-conditions](http://www.kenvue.com/suppliers/general-terms-and-conditions) from time to time);
  - (c) **"Contract"** shall mean the contract for the sale and purchase of the Services, which shall comprise the Purchase Order (and also any specifications, drawings or conditions referred to therein), these Conditions, and all terms and conditions implied by law, but excluding any terms and conditions of the Supplier;
  - (d) **"Purchase Order"** or **"Order"** shall mean the Company's Purchase Order (which sets out an internet URL link to these Conditions, or to which these Conditions are attached);
  - (e) **"Supplier"** shall mean the supplier to which a Purchase Order has been issued; and
  - (f) **"Services"** shall mean the services (including any goods or deliverables) specified in the Purchase Order.
2. **Contract Terms:** These Conditions shall apply to the Order to the exclusion of any other terms and conditions, including any terms attached to, or referred to in, any quotation or proposal provided to the Company or its agents, or contained or referenced in any correspondence or documents issued by the Supplier, **unless, if applicable**, the Order is placed under any signed agreement (e.g. any supply agreement, services agreement, statement of work or similar) governing the relationship between Company and Supplier (being an agreement signed between the Company and Supplier, or any master agreement entered into by their affiliates and to which the Order relates), pursuant to which the Order was issued ("**Applicable Agreement**"). In the event of any conflict between these Conditions, and the terms and conditions in any Applicable Agreement, the terms and conditions in the Applicable Agreement will take precedence (to the extent of that conflict).
3. **Orders:** The Order must be accepted by acknowledgment in writing within 7 days of receipt (and if not explicitly acknowledged, will be deemed acknowledged by Supplier's delivery of the Services), and acknowledgement, or deemed acknowledgment, will constitute confirmation of price, scope and delivery date. Any form of acknowledgement remains subject to clause 2 (such that any terms and conditions attached will be excluded).
4. Company reserves the right to cancel any Order, and/or, in addition to, or as part of, any specific remedies provided by law, reject (or require reperformance of, or an adjustment in the price for) the Services if not delivered within the time agreed, or in compliance with the details specified in the Order. If either party wishes to share any formal correspondence relating to an Order, such notice is to be issued to the Company or Supplier at the address specified on the Order. Supplier understands and acknowledges that; (a) the parties' relationship is not exclusive; and that Company (b) may discontinue Services at any time, without payment of any compensation (but provided that Company remains liable to pay for Services already delivered in accordance with these Conditions); (c) is not obliged to purchase minimum amounts, other than as specified on the Order.
5. **Delivery:** To the extent Services includes any goods or deliverables, such goods or deliverables (including, if applicable, the method of manufacture and/or materials and components used for such goods or deliverables) must comply with any specifications or requirements provided by the Company. Supplier shall be responsible for adequately packing and protecting any physical goods or deliverables against damage and deterioration in transit, and to deliver them on the delivery date, to the specified delivery address. Title and risk in any such goods or deliverables shall remain with the Supplier until they are delivered in accordance with the Order, unless advance payments are made by the Company in respect of the goods, in which case title shall pass to the Company upon payment (but risk shall remain with the Supplier until Goods are delivered in accordance with the Order). Services must conform to the requirements provided by the Company.
6. Where Services comprise any goods or deliverables, Supplier shall supply certificates of conformity to the detailed specifications, as required. All goods or deliverables shall be subject to inspection, review or testing by the Company, which, in addition to, or as part of, any specific remedies provided by law, may reject them (or require them to be replaced), and notwithstanding prior payment, if, within a reasonable time of delivery, the goods or deliverables are found not to be; (i) in accordance with the Order; and/or (ii) of satisfactory quality; and/or (iii) reasonably fit for the purpose for which they were ordered (where such purpose was made known, whether expressly or by implication, to the Supplier). Any such goods or deliverables rejected

- may be returned to the Supplier (at the Supplier's expense for transportation both ways), and Supplier will replace, or issue a refund or credit note, as requested by the Company.
7. No deviation from the Order, or from any specification or requirement referenced in the Order, may be made by the Supplier without the prior written consent of the Company. If the Company requests changes to the Services Supplier will advise within 7 days if the requested changes may affect the cost of, or time for, performance, and shall only implement the change upon the Company's prior written approval.
  8. **Personnel:** Company and Supplier are independent contractors. Supplier shall employ its own staff, engage relevant personnel as contractors, or manage subcontractors, and nothing in this Agreement shall imply that such personnel are employed by, or are agents for, Company or its affiliates. Such personnel remain at all times under the supervision and management of the Supplier, which will remain liable for all related labour requirements (including legal compliance, health and safety, tax and social security payments, and employment benefits), and will be responsible for any claim by any such personnel that alleges they are employed by Company or any affiliate, or otherwise entitled to any benefit from Company or its affiliates.
  9. **Invoicing:** All invoices and advice notes must quote the Order Number, Service Description and Quantity (if applicable), and Product Code Number (if applicable), and comply with; (i) all legal requirements in any market in which that invoice is issued and received, or to which it relates, including in relation to the calculation, itemisation, reporting, invoicing or payment of VAT or similar sales taxes; and (ii) the Company's reasonable invoice processing requirements, as communicated from time to time via [www.kenvue.com/suppliers](http://www.kenvue.com/suppliers). Trade or other discounts, where appropriate, applicable and agreed by the parties, must be deducted from all invoices and it shall be understood that any prompt settlement discount period will date from provision of the Services or invoice, whichever is the later.
  10. All invoices must be sent to the designated e-mail or mailing address of the Company (labelled "Mail To", "Send Invoice To", or similar), as shown on the Order, unless or as otherwise confirmed in writing by the Company (on the face of the Order, or otherwise).
  11. **Taxes:** The price of Services shall be stated in the Order and no variation to it will be accepted unless agreed in writing by the Company. The price shall be exclusive of any applicable duties and taxes (including, where applicable, VAT or sales taxes, which will be applied and itemised in accordance with applicable laws and relevant tax rates from time to time) but inclusive of all other charges. All payments due under this Order will be made without deduction or withholding, unless required by any applicable law, in which case, the Company may pay Supplier's invoice net of any required deduction/withholding, pay the required amount to the relevant governmental authority, and, on request, provide Supplier with evidence of the payments made.
  12. **Payment:** The Company will make payment via electronic funds transfer on the next available payment run date (twice monthly) following the date which is 120 days after receipt of an undisputed invoice (unless otherwise specified on the Order, or, where a lower limit is mandated by applicable law, in line with the maximum permitted number of days' payment terms). The Supplier shall submit all invoices to the Company within ninety 90 days after the Services are provided, including any pass-through expenses or taxes (if applicable) that otherwise would have been reimbursable in accordance with the Order. The Company may set off any amounts outstanding from the Supplier against any amount otherwise owed by Company.
  13. **Quality & Compliance:** The Company produces consumer products and over-the-counter medicines in compliance with the highest levels of quality, including, as applicable, where laid down by international regulatory bodies (such as the US FDA or similar bodies). To the extent Supplier is supplying automated systems to the Company, Supplier acknowledges Company's commitment to maintain compliance with US FDA CFR21 part 11 or any relevant international equivalent, and Supplier will ensure that any automated systems or components (inclusive of all hardware and software, and operating systems) shall be compliant with that regulation. By accepting the Order, Supplier acknowledges this requirement, and to the extent applicable, certifies its products' compliance with, CFR 21 part 11, or any relevant international equivalent.
  14. Without prejudice to the generality of clause 13 above, where this Order relates to the supply of equipment, the Supplier shall ensure that it meets all applicable legal and regulatory or other safety requirements.
  15. Supplier shall; (a) comply with all applicable laws and regulations issued by national, state and local authorities; (b) inform Company promptly of any significant adverse events (e.g., fires, explosions, accidental discharges) and of any serious health effects or fatalities that may be relevant to the Services; (c) inform Company promptly of any allegations or findings of violation of applicable laws or regulation; (d) allow Company to inspect and audit Supplier's facilities and books and records, at reasonable times and on reasonable notice; (e) implement corrective action which may be reasonably requested by the Company,

including (without limitation and as applicable) adhering to reasonable and significant elements of the environmental, health and safety program adhered to by the Company in its own operations. The Supplier shall obtain all necessary permits, export licenses, clearances, and other consents for the delivery of the Services (at no additional cost to Company).

16. **Safety Reporting Requirements:** If Supplier, or any of its affiliates or subcontractors, in performing Services, becomes aware of Safety Information associated with a Company product, Supplier shall notify Company (via <https://www.kenvue.com/contact-us>) within one (1) business day of receipt of such Safety Information (or on the next business day after any public holiday or office closure, but in any case, no later than three (3) calendar days from becoming aware of any Safety Information). **"Safety Information"** means; (a) any product quality complaint, including alleged issues related to the identity, quality, durability, reliability, or performance of a product, including any such event related to a report of falsified or counterfeit Company product or to a quality defect; (b) any **"Adverse Event"**, meaning any untoward occurrence related to a Company product (which may not necessarily have a causal relationship with use), such as any unfavourable or unintended sign, symptom, or disease temporally associated with the use of a Company product (whether or not related to the Company product), including; (i) adverse reactions, which are serious undesirable effects, including temporary or permanent functional incapacity, disability, hospitalization, congenital anomalies or an immediate vital risk or death; or (ii) any **"Special Situation"**, meaning; (1) any unspecified event of death; (2) exposure during lactation, pregnancy, or at the time of conception (maternal or paternal); (3) lack of therapeutic efficacy or unintended beneficial effect; (4) overdose, misuse or abuse; (5) medication error (potential or actual); (6) occupational exposure; (7) off-label use; or (8) suspected transmission of an infectious agent.
17. **Export Controls:** To the extent any Services may be subject to (or include goods or deliverables subject to) export control or similar laws and regulations, Supplier acknowledges that Company may not take any action in violation of these laws or regulations. Supplier shall notify Company before providing any such Services, goods or deliverables to Company. Further, Supplier and Company shall not take any action with respect to Services, goods or deliverables that are subject to US or other relevant sanctions, or procure such Services, goods or deliverables, or any portion thereof, in any way, from any person or entity listed on any applicable restricted parties lists, without first obtaining and complying with any necessary and applicable authorizations.
18. **Anti-Corruption:** Supplier shall not take any action that is prohibited by local or other anti-corruption laws applicable to it (or to Buyer), nor shall it shall make any payment, or offer or transfer anything of value, to any government official or employee, to any political party, official or candidate for office, or to any other third party, related to any transaction relevant to the Order, in a manner that would violate applicable laws or regulations.
19. **ESG:** No person under the age of 16 shall be employed by the Supplier. The Supplier shall employ young persons (between the ages of 16 and 18) only as permitted by Company's policies respecting employment of young persons, and/or by law, and it shall (to the extent permitted by law) permit representatives of the Company to enter the Supplier's premises at any reasonable time to inspect relevant employment, health and safety records, and observe any manufacturing processes applicable to the Order. Supplier shall maintain all records necessary to demonstrate compliance with such policies and shall provide the Company with written certification of such compliance, if requested. If Supplier fails to comply with this provision, the Company may terminate the Order (and any Applicable Agreement) without penalty or termination fee.
20. Supplier shall adhere to the Kenvue Supplier Code of Conduct, as posted on <https://www.kenvue.com/policies-positions/supplier-code-of-conduct> from time to time).
21. **Confidentiality:** Supplier shall keep in strict confidence all technical or commercial knowledge, know-how, specifications, inventions, processes or initiatives which are confidential, and have been disclosed to Supplier by Company or its affiliates or agents, and any other confidential information concerning Company's business or its products which the Supplier may obtain directly or through any third party, including complying with any non-disclosure or similar agreement separately entered into. The Supplier shall restrict disclosure of confidential information to such employees, agents or sub-contractors as need to know the same to perform Supplier's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as the Supplier. This provision shall not apply to information which; (i) is publicly known; (ii) was known to the Supplier prior to receipt from Company; (iii) has been, or is, developed by Supplier independent of any disclosure by Company; or (iv) Supplier is obliged to disclose to comply with a court or administrative subpoena or order (provided that Supplier gives Company timely notice of the contemplated disclosure). Supplier shall not issue any press release or publicity, nor make any announcement or other disclosure regarding this Order, or about the Company generally, without prior written consent.

22. **Representations & Warranties:** Supplier represents and warrants that the Services (including the provision and composition of any deliverables); (i) comply with the requirements set out in the Order (including, but not limited to, any scope, specifications or technical requirements); (ii) shall not infringe the rights (including intellectual property) of any third party; (iii) are fit for the intended use; (iv) to the extent they involve goods or deliverables, are new and without any defects (including faults in the design, production and materials used); **and that** (v) all Supplier personnel shall possess the necessary competence, experience, integrity and trustworthiness to properly perform Supplier's obligations under the Order. Supplier shall indemnify, defend, and hold harmless Company and its affiliates from and against any and all losses incurred as a result of Supplier's breach of these representations and warranties.
23. **Insurance & Liability:** Supplier shall have in place, at all times during the term of the Contract general commercial liability insurance, and if applicable, professional liability or responsibility insurance, and cybersecurity insurance, adequate to meet its obligations under the Order (and these Conditions). Supplier shall provide evidence of such insurance coverage, upon Company's request. With the exception of relief mandated by law, neither party may claim for punitive, exemplary, multiplied, indirect or consequential damages, or for attorney fees, costs or prejudgment interest.
24. **Assignment and sub-contracting:** The Supplier shall not assign, or subcontract its obligations under, the Order save with the prior written consent of the Company.
25. **Intellectual Property Rights:** Company shall retain all intellectual property rights (including all inventions, patents, copyrights, trade secrets, trademarks, moral rights, design rights and similar rights of any kind, collectively, "**IPR**"), contained in any materials, specifications, plans, calculations, drawings, patterns or designs, reports, presentations provided by the Company to the Supplier, in any form or media, together with all IPR belonging to Company prior to the issuance of the Order. Further, Company will be the exclusive owner of all deliverables provided pursuant to the Order, and all IPR in them (collectively, "**Company Materials**", which will also be confidential information of the Company). Supplier hereby assigns, and upon creation of each deliverable, shall assign, ownership of all IPR in each and every such deliverable (whether or not any such deliverable, by operation of law, may be considered a work made for hire) to Company or its nominee. If the Company or Supplier are established in a country where such assignment may not be permitted or possible, the Supplier will take all necessary action to provide the Company with the benefit of such Company Materials, as if this clause applied, including executing any necessary documents. Supplier shall retain all IPR in and to all of Supplier's pre-existing materials, products, or other property, and any of those that are developed independently of the Services without use of Company's confidential information or IPR (collectively, "**Supplier Materials**"). Supplier hereby grants the Company a royalty-free, irrevocable, perpetual, worldwide, paid-up, non-exclusive licence to use, copy, disclose, modify, enhance, create derivative works of, license, sub-license, and distribute Supplier Materials incorporated into any deliverable, or as necessary for the full use of the Services. Without additional compensation, Supplier agrees to procure the execution and delivery to Company of any application for patent, assignment, or other document which Company deems necessary to protect and secure any IPR which are inventions. Supplier may not seek to register and/or use Company's name or logo, any other IPR of the Company, or any Company Materials, unless agreed in writing by a duly authorized Company representative.
26. **Termination:** Company may, unless prohibited by law, immediately terminate the Order in whole or in part by written notice to the Supplier. Company shall make payment to the Supplier for costs incurred prior to such termination, to the extent reasonably allocated to the Order under recognized accounting practices (and subject to any work in progress being delivered to Company, and otherwise meeting these Conditions).
27. **Data Privacy:** Supplier shall ensure that all information which comprises personal data under any relevant and applicable data protection legislation will be collected, used and disclosed to Company (or processed on Company's behalf) in accordance with all applicable data protection and privacy regulations. No Company information shall be sold or leased to a third party, or commercially exploited by Supplier or its personnel without Company's express written consent.
28. **Cyber Security:** Supplier shall maintain an effective information security program, which continually meets industry standards and best practices (e.g. ISO 27001, NIST CSF), to protect against disruption of Services, and prevent unauthorized access, or accidental destruction, loss, or use of Company information. Supplier shall use industry standard encryption controls to protect all Company information, including in transit into, or out of, the Supplier's network. Supplier shall support Company's periodic information security risk assessments. Any Supplier personnel with access to Company facilities and/or computing resources shall comply with Company's acceptable use or other relevant policies and training. Supplier shall maintain information security incident monitoring to identify, report and respond to known or suspected incidents, including unauthorized access, disclosure, or destruction of Company information. If Supplier discovers a

breach of security relating to Company information, or that would disrupt Services provided, Supplier shall notify Company as soon as reasonably practicable. Supplier shall not use Company data or confidential information in GenAI solutions without the Company's written consent (where "Gen AI" means any artificial intelligence algorithm or system that generates new outputs based on data with which they have been trained, such as, but not limited to, ChatGPT, Promethean AI, Google Bard, Baidu Ernie and Copilot 365).

29. **Artificial Intelligence:** Supplier represents and warrants that the Services it provides will not include any artificial intelligence or generative artificial intelligence services or features (collectively, "AI"). If, at any point, Supplier will deploy AI into the Services, a written amendment to the Order will be required prior to such deployment with additional terms to be mutually agreed by the parties. Without such amendment, the parties agree; (i) Supplier will be able to provide the Services without AI; or (ii) if such is not feasible, Company may immediately terminate the relevant Order without further payment obligation or liability to Supplier (other than for payment of undisputed charges for the Services due and owing up to the effective date of termination).
30. **Software.** If the Supplier provides the Company with any software (including pursuant to a software-as-a-service offering), related documentation and/or updates thereto (collectively, "Software"): (a) Supplier shall retain all IPR in and to the Software. Supplier hereby grants to Company and its affiliates a perpetual (unless otherwise limited in the Order to a specific duration), worldwide, non-exclusive license to access and use the Software for the business purposes of Company and its affiliates. If the Order limits the Software to use by a number of users, then Company may replace a user with another user from time to time, provided that the total number of users using the Software does not exceed the limit set out on the Order. If Supplier determines that Customer and its affiliates have exceeded rights to the Software in the Order through increased usage that is otherwise in accordance with these Conditions, Supplier shall promptly notify Customer in writing and Customer shall promptly eliminate such excess usage. If Customer does not eliminate such excess usage, Supplier's exclusive remedy shall be to invoice Customer proportionally for such excess usage (using the pricing set out in the Order); and (b) Company and its affiliates may; (i) make a reasonable number of backup or archive copies of any Software provided by Supplier; and (ii) permit third parties to exercise rights granted to Company and its affiliates, provided that any third party may only use the Software to provide goods to, or perform services for, Company and its affiliates. Except as expressly permitted herein, Customer and its affiliates shall; (i) not reverse engineer, decompile or otherwise discover the source code of the Software; (ii) not remove any copyright, trademark or other proprietary rights notices in the Software; and (iii) reproduce such notices on any copies of the Software. Supplier shall electronically deliver Software such that no tangible media passes to Company.
31. **Governing Law & Disputes:** Where the Company is; (i) **JNTL Consumer Health I (Switzerland) GmbH**, the applicable law and jurisdiction is Switzerland, and the courts of Zurich; (ii) **Johnson & Johnson Pte Ltd.**, the applicable law and jurisdiction is Singapore; (iii) **Johnson & Johnson Consumer Inc.**, the applicable law is New York, under the jurisdiction of the Southern District of New York (or in the New York state court if the District Court does not have jurisdiction); or (iv) **JNTL Consumer Health (Brazil) LTDA** the applicable law and jurisdiction is Brazil, and the courts of the city of São Paulo; and in each case, excluding the relevant jurisdiction's conflicts of law provisions. In all other cases, the applicable laws and jurisdiction are those of the Company's country of incorporation or formation. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded, and where the relevant country (including the United States of America) allows for trial by jury, and to the extent permitted by law, each party waives its right to such trial. To the extent that any relevant matter between the Company and Supplier may not be addressed by these Conditions, the relevant applicable law shall apply.

#### **Annex A: Country Specifics**

Where applicable, any additional Country Specific terms and conditions set out at [www.kenvue.com/suppliers/general-terms-and-conditions](http://www.kenvue.com/suppliers/general-terms-and-conditions) shall also be considered part of these Conditions, to the extent relevant for each country listed with such Country Specific Conditions, and each Kenvue legal entity incorporated in one of those countries (and to the extent any Country Specific Conditions differ from those set out in these terms and conditions, such Country Specific Conditions shall take precedence).

*These General Terms & Conditions of Purchase (Services) are effective from 1 July 2024*