

## TERMS AND CONDITIONS (“Terms and Conditions”)

### 1. DEFINITIONS

As used throughout these Terms and Conditions, each of the following terms shall have the respective meaning set forth below:

1.1. “Affiliate” means with respect to a given company, any company which directly or indirectly controls, is controlled by or is under common control with such company. For the purposes of this definition, “control” shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least 50 percent of the stock or shares having the right to vote for the election of directors, and (b) in the case of non-corporate entities, direct or indirect ownership of at least 50 percent of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.2. “Buyer” means the legal entity as stipulated in the PO or the Supply Agreement (as defined in Article 2).

1.3. “cGxP” means the current good practices as defined and/or identified in the Quality Agreement.

1.4. “Commercial Conditions” mean the Price, the place of delivery, the delivery date and any other conditions, requirements, and/or schedules set forth or referenced in the PO or the Supply Agreement.

1.5. “Product” means the product that Buyer wishes to buy from Seller under the Agreement as defined below.

1.6. “Raw Materials” mean the single substances, starting materials, components, and packaging materials required for the manufacturing and packaging of the Product in accordance with the Specifications.

1.7. “Seller” means the person or legal entity identified as the “Seller”, as set forth in the PO or the Supply Agreement.

1.8. “Specifications” mean the specifications as agreed between Buyer and Seller as part of the Agreement or if no specifications are set forth or referenced in the Agreement, Seller’s standard specifications for the Products.

1.9. “Sustainability” means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

2. AGREEMENT FRAMEWORK. The following documents comprise the agreement between Buyer and Seller for the purchase of Product (the “Agreement”): (a) these Terms and Conditions; (b) the purchase orders issued by Buyer (each, a “PO”); (c) the quality agreement or quality responsibility agreement for the Products entered into between Buyer and Seller (the “Quality Agreement”); and (d) if Buyer and Seller have entered into a written supply agreement or a Purchase Agreement, the terms of such supply agreement or Purchase Agreement (the “Supply Agreement”). Except where Buyer and Seller enter into a separate written supply agreement for the Product in which it is explicitly stated that these Terms and Conditions do not apply, all purchases of the Product are governed by these Terms and Conditions.

### 3. SUPPLY OF PRODUCT

3.1. Commercial Conditions. Seller shall supply and Buyer agrees to purchase those quantities of the Product in accordance with the Commercial Conditions specified in the PO or, if applicable, the Supply Agreement.

3.2. No Exclusivity and No Volume Requirement. Buyer reserves the right to manufacture the Product for itself and to purchase a product that is similar to the Product from any third party. Buyer is not required to buy any minimum or certain quantity of Product unless expressly agreed otherwise in another Agreement document.

3.3. Raw Materials. For the duration of the Agreement, Seller shall purchase the Raw Materials from its supplier(s) at terms to be agreed between such supplier(s) and Seller. Such terms shall include substantially identical terms as set forth herein regarding quality, legal and regulatory compliance, compliant delivery, forecast, lead time, capacity and business continuity plan. Seller shall obtain supply guarantees from approved suppliers for all critical Raw Materials, including supply guarantees on sufficient volumes of Raw Materials for the volumes indicated in the Agreement. Seller shall promptly notify Buyer of any actual or anticipated issues related to such supply guarantees and/or any events that have or may reasonably be expected to have a material effect on the supply of Raw Materials. All Raw Materials shall be procured by Seller in accordance with the Specifications, applicable laws and regulations including the REACH legislation and requirements on animal testing as set forth under Section 4.1 and Section 4.3, respectively, and from sources defined jointly by Buyer and Seller, if applicable, based on best quality, cost and reliability. Seller shall be responsible for the quality of the Raw Materials used in the manufacture of the Products and of their conformity with the Specifications. Seller shall inspect Raw Materials upon receipt for any nonconformance in odor or color, damage to packaging or other nonconformance to the Specifications or quality requirements. Seller will dispose of defective Raw Materials in accordance with applicable laws and regulations. Seller shall complete Buyer's Raw Materials questionnaire, or any other form as required by Buyer to obtain information to ensure regulatory compliance. Seller shall also ensure that its (sub)suppliers complete such documents as required by Buyer. Seller's quality and control standards shall comply with all requirements under relevant laws and regulations, and shall be subject to Buyer's review and approval.

3.4. Production Process Changes. Seller shall notify Buyer in writing prior to making any changes affecting the Product, including changes to Raw Material feed stocks, the production process or production equipment or location(s) involved in the fulfillment of the Agreement, and shall obtain Buyer's prior written approval to such changes.

3.5. Facilities. Seller's manufacturing, packaging and warehousing facilities shall meet or exceed all applicable requirements established by international, national, federal, state, provincial and local laws and regulations, including cGxP, as they relate to the Product. Seller shall make changes to its facilities and/or manufacturing processes, as approved by Buyer, that are necessary to comply with its obligations under the Agreement.

3.6. Capacities. Seller shall devote adequate manufacturing capacity to be capable of manufacturing and supplying Product to Buyer in the quantities set out in the forecast described in Section 5.1. Seller is obliged to update Buyer of available capacities upon Buyer's request. Seller shall immediately inform Buyer of any possible capacity constraints, and in such event shall include a business contingency plan, if appropriate.

3.7. Change to Specifications. Seller shall not change the Specifications without Buyer's prior written consent. Any change to Specifications may be initiated by Buyer at any time and Seller shall implement the change unless (a) the change would require Seller to supply a Product that it or its subcontractors do not manufacture in the ordinary course of its business, or (b) it would involve the use of resources beyond the reasonable capacity of Seller or its subcontractors. Any such objection shall be made by Seller to Buyer within 10 business days from the date of Buyer's change request.

3.8. Storage of Raw Materials and Products. If Seller stores any Raw Materials or Products, Seller will store them in a controlled environment that complies with the Specifications, the Quality Agreement, cGxP and applicable laws and regulations. Seller shall insure stored Raw Materials and Products for full replacement value, and shall enforce appropriate security precautions at the storage locations.

#### 4. COMPLIANCE

4.1. FD&C Act. Seller guarantees that no article shipped pursuant to the Agreement is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not under the provisions of §404 or §505 of that Act be introduced into interstate commerce.

4.2. REACH. Seller shall ensure that any Product complies with the relevant provisions of the REACH legislation. Seller warrants that all Raw Materials used in the Products are registered, if required,

under regulation (EC)1907/2006 and any implementing laws thereof, so as to ensure that the Products can be properly marketed in the EEA, including for the use Buyer wishes to make of them. In addition, Seller must provide Buyer with information on 'Substance of Very High Concern' ('SVHC', as defined in the REACH regulation) used in the Product to ensure its safe use. Seller shall provide Buyer with written certification of such registration. If Seller fails to register within the required applicable deadlines, such will be deemed a material breach of the Agreement. Furthermore, Seller has the obligation to inform Buyer without any delay of any failure to register within the required applicable deadlines, and Buyer will have the right to terminate the Agreement in accordance with Section 17.1, without prejudice to any other right or remedy that Buyer may have. In the event Buyer or any of its Affiliates is the physical importer of a Raw Material or Product manufactured outside the EU, Seller shall ensure that it or its non-EU Raw Material supplier (as the case may be) will nominate an Only Representative within the EU, as per the REACH legislation. In the event any such Only Representative is nominated, Seller shall ensure that Buyer or any of Buyer's Affiliates can benefit from the services of such Only Representative at no additional cost.

4.3. EU Cosmetics Legislation. To the extent applicable, Seller warrants that no single Raw Material or Product provided to Buyer was tested on animals in order to meet the requirement of the EU Cosmetics legislation in violation of the testing ban in the EU Cosmetics legislation (and the implementing national legislation) or such that it would lead to a marketing ban in line with the EU Cosmetics legislation (and the implementing national legislation).

4.4. HIPAA. If (a) any Product is produced using any human blood, blood component, tissue from a living or cadaveric donor, or from material derived therefrom (collectively, "Tissue"); or (b) any Product contains Tissue; or (c) delivery of any deliverables pursuant to the Agreement include results generated using Tissue, Seller will collect such Tissue pursuant to a legally effective informed consent under the common rule and patient authorization under regulations implementing the Health Insurance Portability and Accountability Act in effect at the time of collection and subject to approval by an institutional review board, and Buyer or its affiliate(s) may review the consent form used in collection of any such Tissue, as well as any subsequent revisions thereof, but Seller is solely responsible for obtaining the appropriate patient consent and authorization.Utilization of Small Business Concerns. Pursuant to Public Law 95-507, the provision at 48 Code of Federal Regulations 52.219-9 ("Utilization of Small Business Concerns") is incorporated into any PO in excess of \$500,000. This clause is aimed at maximizing opportunities for small, disadvantaged and women-owned businesses where appropriate and is intended for suppliers who offer further subcontracting opportunities. When these conditions exist, Seller agrees to use best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of the contract. Notwithstanding the foregoing, Seller shall not subcontract any of its obligations under the PO without the prior written consent of Buyer.

4.5. Ethical Business Conduct. Anti-Corruption. Seller commits to ethical business conduct in accordance with applicable laws and regulations. Neither party shall perform any actions that are prohibited by local and other anti-corruption laws that may be applicable to one or both parties to the Agreement (collectively "Anti-Corruption Laws"). Without limiting the foregoing, neither 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.

4.6. Kenvue Supplier Code of Conduct. Seller and its officers have read and understand the Kenvue Suppliers Code of Conduct (available at <https://www.kenvue.com/policies-positions/supplier-code-of-conduct> or successor URL of which Buyer notifies Seller from time to time). Seller shall maintain the records necessary to demonstrate compliance with these standards and shall if so requested, provide to Buyer a written certification of such compliance annually during the term of the Agreement. If Seller fails to comply with any of the standards, then Buyer may, at its sole discretion and taking into account the nature of the non-compliance, (a) request Seller to cure the non-compliance within 20 days following notification by Buyer of the non-compliance or (b) rectify such non-compliance at Sellers' cost and/or (c) terminate the Agreement immediately, effective upon 10 days' prior written notice, and without an obligation to pay any penalty or termination fee.

4.7. Policy for Bovine Spongiform Encephalopathy. If bovine-derived materials are used in the manufacture, delivery or storage of Raw Materials or Product, Buyer shall inform Seller of those Products

that require bovine-derived materials, shall use the appropriate material for such Products in accordance with all U.S. laws and all other applicable laws in jurisdictions where the Buyer and Seller conduct business and the Specifications, and shall keep all documentation related to these Products as required by law or as requested by Buyer. Furthermore, upon Buyer's written request, Seller shall certify compliance in writing with such policy at least annually. Buyer has the right to reject any Product or Raw Materials that fail to comply with this policy. Failure to meet this requirement may lead to rejection of shipments at Seller's expense.

4.8. Sustainability. Seller shall establish and implement a written policy or statement on Sustainability (also commonly referred to as corporate citizenship) that includes topics and indicators that may reasonably be considered important to Seller's impact on the environment, social, and economic performance. Seller shall make the policy, sustainability goals, and sustainability metrics publicly available. Seller shall ensure that appropriate controls are in place for identifying, monitoring, and reporting progress on its suppliers for compliance to Seller's policy on Sustainability. Seller agrees to disclose to Buyer information on Seller's suppliers that describes the upstream supply chain for materials (including raw materials, intermediates, components, services, etc.) necessary for supplying products or services to Buyer. For such materials used for the products or services supplied to Buyer, Seller shall source them from certified and verified sustainable sources and ensure that such materials do not contain chemicals of concern listed on applicable regulatory chemical lists, such as a substance of very high concern subject to REACH regulation. Seller agrees that it shall comply with any Product Stewardship Requirements provided by Buyer to Seller. Seller shall work with Buyer to seek continuous improvement opportunities and increase the sustainable attributes of products or services supplied to Buyer.

4.9. Government Contracting. Seller represents that the price it is charging is not in excess of the ceiling prices, if any, established by any government agency. If Seller is notified that the services or goods covered by the PO are ordered by Buyer under a United States government contract, Seller agrees that federal statutes and regulations applicable to Buyer as a government contractor are accepted and binding on Seller insofar as required by statute, regulation or the provisions of the government contract.

## 5. FORECASTS; ORDERS

5.1. Forecasts. Buyer may furnish to Seller a rolling monthly forecast of the quantities of Product that may be ordered by Buyer during the following 12-month period. Such forecast is non-binding for Buyer and shall represent reasonable estimates for planning purposes only.

5.2. PO Issuance and Acceptance. POs will be issued electronically and shall be deemed received by Seller on the first business (or working) day following the date of issuance by Buyer. Where Buyer and Seller wish to operate on consignment basis, that will be dealt with under a separate agreement. A PO is deemed accepted if Seller does not explicitly reject the PO within two business (or working) days after Buyer has issued the PO. Seller may not reject a PO to the extent the quantity of Product is consistent with any forecast provided by Buyer. Buyer may modify or cancel all or part of any PO issued to Seller hereunder by issuing a written change order or a revised PO to Seller prior to shipment by Seller. Buyer's liability to Seller for any cancellation of a PO shall be limited to reasonable non-recoverable out-of-pocket costs incurred by Seller as a result of such cancellation, except where cancellation was due to Seller's breach of the Agreement. An inquiry or a request for quotation made by Buyer does not constitute a PO but is an invitation to Seller to make an offer. In any event, Seller's offer will be deemed based on these Terms and Conditions.

5.3. Lead Time. Seller shall deliver the Product within the lead time as set forth in the PO or, if applicable Supply Agreement, and if no lead time is included, the lead time will be 60 days. Seller acknowledges that delivery of the Product on time and in full is an essential requirement of the Agreement.

## 6. PRICE AND PAYMENT

6.1. The price of Products indicated in the Agreement (the "Price") are fixed subject to Price adjustment mechanisms to the extent set out in another Agreement document. Unless otherwise provided in the Agreement, the Price includes (a) all costs to comply with the terms and conditions of the Agreement,

(b) any and all taxes, including sales, use, excise, value added and other taxes, and (c) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Agreement. If Buyer is required to pay any taxes or other impositions related to the Product in addition to the Price, Seller will promptly reimburse Buyer.

6.2. Seller will invoice Buyer for the amounts due under the Agreement. Unless otherwise set forth in the Agreement, Buyer shall pay Seller all undisputed amounts via electronic funds transfer on the next available payment run date (twice monthly) following the date which is 90 days after receipt of the applicable undisputed invoice or receipt of the Product, whichever is later. In case Seller has its registered office in France or Spain, the second sentence of this Section 6.2 shall be replaced by “Unless otherwise agreed upon between Seller and Buyer, Buyer shall pay via electronic funds transfer on the next available payment run date (daily) following the date which is 60 calendar days from the date of an undisputed invoice.” In case Seller has its registered seat in Norway, Finland or Denmark, the second sentence of this Section 6.2 shall be replaced by “Unless otherwise agreed upon between Seller and Buyer, Buyer shall pay via electronic funds transfer within 60 days after receipt of an undisputed invoice. Buyer may set off any amount Seller owes Buyer against amounts payable under the Agreement or any other agreement.

6.3. Seller shall submit all invoices by utilizing electronic invoice delivery, at no additional cost for Buyer, by using Buyer’s supplier portal ([www.ap.jnj.com](http://www.ap.jnj.com)). If invoicing is not allowed by mandatory local law, Seller shall send the invoice to the “Mail Invoice To” address as communicated by Buyer. Seller shall invoice Buyer in accordance with the Agreement and include on all invoices (a) a reference to the Agreement, (b) a description of the Products, (c) the Price, (d) the PO number, (e) expenses and pass-through costs, and (f) sales or use taxes, if applicable.

6.4. Seller shall not invoice, and Buyer shall not be responsible for the payment of any charges, fees or expenses, including the Price, that are invoiced more than 90 days after the date of delivery of the Products.

6.5. Seller shall not suspend the delivery of Products in case Buyer reasonably disputes any invoice from Seller or its affiliates.

7. PACKAGING. Seller will pack Products in accordance with the Specifications and in a manner suitable for shipment and sufficient to enable the Products to withstand the effects of shipping, including handling, during loading and unloading. Buyer may reject any product with improper or damaged packaging, including illegible or absent product label; leaking, unclean, rusty or wet containers; broken seals, bags or cartons; sharp or severe dents/heavily deformed packaging; drum lining peeling off; use of a wrong container type; or any other defect affecting product integrity.

## 8. DELIVERY

8.1. Shipping Documents. All shipments must be accompanied by a packing slip describing the Product and stating the PO number, article number or material code, the quantity, and, if applicable, the batch or lot number, the manufacturing date, the expiry date and any special storage regulations. Seller will comply with the logistical instructions provided by Buyer or any receiving company. Seller shall include all required documents, including the certificate of conformity and the certificate of analysis, with all shipments of the Product.

8.2. Delivery. Seller shall deliver the Product as per the Incoterms stipulated in the Agreement. In the event no Incoterm is stipulated in the Agreement then delivery shall be FCA Seller’s Facility (Incoterms © 2020). Title and risk of loss shall remain with Seller until delivery in accordance with the applicable delivery term.

8.3. Material Safety Data Sheets. An appropriate material safety data sheet (“MSDS”) and labeling, as and if required by law, will precede or accompany each shipment by Seller. Further, Seller shall send to Buyer updated MSDSs and labeling as required by law.

8.4. Product Delivery Data. Seller shall include on the shipping documents trade-related information, including country of origin, Harmonized System (HS) Code and customs value. In case of cross

border delivery, Seller shall further have licenses or permits in place to the extent required and Seller shall ensure it fulfils all export control requirements.

8.5. Proof of Origin. Seller shall assess whether goods have preferential status before shipment and where possible shall issue a proof of origin (e.g., EUR 1, invoice statement or long-term suppliers declaration).

8.6. Pallets. Seller shall comply with Buyer's Policy for Wood Pallets set out in Annex 1 to these Terms and Conditions, as such policy may be updated by Buyer from time to time upon notice to Seller. Seller shall certify compliance with such policy at least annually. Such certification shall be sent to Buyer pursuant to the notice provisions set forth herein. Buyer has the right to reject any product or materials that fail to comply with this policy. Seller shall promptly replace at its own cost and expense, including reimbursement of freight and disposition costs incurred by Buyer, any Product delivered on such non-compliant Pallets.

## 9. SUPPLY CONTINUITY

9.1. Force Majeure. If either party is prevented from performing any of its obligations under the Agreement due to any cause which is beyond the non-performing party's reasonable control, (a "Force Majeure Event"), such non-performing party shall not be liable for breach of the Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. In the event of a Force Majeure Event, the party whose performance is excused hereunder shall notify the other party promptly thereof and shall make diligent efforts to perform at its earliest opportunity. During any period of a Force Majeure Event, Seller shall continue to perform to the fullest extent possible and, in case of any shortage, Seller shall allocate its available supply of Products such that, on a percentage basis, the reduction in the quantity of Products available to Buyer is no greater than the overall reduction in Products available by Seller. In the event of a Force Majeure Event that lasts longer than 90 days, Buyer may terminate the Agreement, in whole or in part, without liability or compensation being due by Buyer, and Seller will provide to Buyer the assistance and information necessary for Buyer to make, have made, or otherwise procure replacement goods and services.

9.2. Failure to Supply. Notwithstanding any other provision in the Agreement, in the event that Seller is unable, or anticipates that it shall be unable to timely supply any Product in such quantities as foreseeable on the basis of the forecast and in compliance with the lead time set forth in the Agreement, due to a Force Majeure Event or otherwise, then:

(a) Seller shall promptly notify Buyer thereof and provide details to Buyer in relation thereto such as the cause and the expected end date of the (possible) failure to supply and any mitigating actions (to be) undertaken by Seller;

(b) Seller shall keep Buyer informed throughout the occurrence of the failure to supply;

(c) if requested by Buyer: (i) Seller shall at its own expense make available to Buyer or its designee access to all intellectual property rights and any other technical and proprietary components, information and techniques necessary or helpful for Buyer to procure required Raw Materials or produce or arrange an alternative supplier for the manufacture of a product that is similar to the Product; (ii) Seller shall at its own expense deliver any Product in progress to Buyer as well as, at acquisition cost, any Raw Materials of Seller requested by Buyer in its possession; and (iii) Seller shall at its own expense provide advice and consultation in connection therewith, including providing technical personnel; and

(d) in case the failure of supply is caused by a shortage of Raw Materials and/or manufacturing capacity, Buyer shall keep the right to the same quantities of Product in line with the forecast as before the occurrence of the failure to supply.

Except to the extent caused by a Force Majeure Event, Seller shall be liable, and shall reimburse Buyer, for the reasonable costs of obtaining alternative supply during a Failure to Supply, including without limitation the costs of technical transfer, qualification, validation of the alternative supplier and cover.

10. RECORDS MANAGEMENT. Seller shall maintain and manage all paper and electronic records, files, documents, work papers, receipts and other information in any form provided by Buyer, its personnel, agents or Affiliates or generated pursuant to the Agreement (the "Files and Work Papers"), in accordance with Buyer's Records Management Policy, which is as follows (and which may be changed by Buyer from time to time and communicated to Seller):

(a) all Files and Work Papers shall be maintained and managed (i) separately from files generated, managed or maintained by Seller under agreements with other companies or customers, in a manner so they can be quickly and accurately produced when required by Buyer, and (ii) as required by applicable state and federal statutes and regulations;

(b) all Files and Work Papers that are created or modified by Seller in electronic format must be submitted to Buyer in electronic format or as otherwise directed by Buyer;

(c) all Files and Work Papers shall be properly destroyed in accordance with the Agreement and Buyer's destruction schedule as provided to Seller in writing and as may be modified by Buyer from time to time; and

(d) prior to the destruction of any Files and Work Papers, Seller shall notify Buyer so that Buyer can verify in writing that such Files and Work Papers should be destroyed and are not pertinent to any litigation or government inquiry or otherwise required to be maintained before their destruction.

#### 11. INSPECTION AND AUDIT

Buyer, either directly or through its authorized representatives or agents, shall have the right, upon reasonable notice to Seller and during regular business hours, to inspect and audit the financial records in relation to any Price adjustments stipulated in the Agreement, and to inspect and audit the facilities used by Seller for production and storage of the Product to assure compliance by Seller (and its suppliers) with cGMP and applicable rules and regulations and with other provisions of the Agreement. Seller shall within seven days remedy or cause the remedy of any deficiencies that may be noted in any such audits. The failure by Seller to remedy or cause the remedy of any such deficiencies within such seven-day period shall be deemed a material breach of the Agreement. If any audit or examination reveals that Seller collected more from Buyer than it was entitled to collect under the Agreement, Seller shall promptly reimburse Buyer for the amount of any overcharges. Seller shall also pay Buyer interest at the rate of one percent per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Seller until the date of actual reimbursement to Buyer. If any audit or examination reveals that Seller collected more than five percent than what it was entitled to collect under the Agreement, Seller shall also reimburse Buyer for the cost of such audit in addition to the other amount owed pursuant to this Article 11. Seller acknowledges that the provisions of this article granting Buyer certain audit rights shall in no way relieve Seller of any of its obligations under the Agreement, nor shall such provisions require Buyer to conduct any such audits.

#### 12. WARRANTIES/DEFECTIVE PRODUCT/CORRECTIVE ACTION

12.1. Warranties. Seller warrants that any Product (and the manufacture, packaging, storage, handling and delivery thereof) supplied to Buyer shall (a) comply in all respects with the Specifications, (b) be manufactured, packaged, tested, released and delivered in accordance with the Specifications, the requirements of the Agreement and the Quality Agreement, cGxPs and all applicable laws and regulations and industry standards (c) be fit and sufficient for their intended purpose, and (d) be free from defects in design, material and workmanship. Seller shall not employ equipment (Buyer dedicated or otherwise), which makes contact with the Product to manufacture products, which are significantly hazardous, toxic or poisonous materials without Buyer's specific prior written approval. All warranties herein stated shall run to Buyer, its customers and the users of the Product or deliverables or products into which such Product or deliverables may be incorporated, including third-party manufacturers engaged by Buyer, and Buyer shall have the right to enforce the Agreement directly against Seller in respect of such customers, users and third party manufacturers.

12.2. Latent Defects. Buyer will, in due course of business, inspect the delivered Products to check on external damages to packaging, identity and quantity and notify Seller of any such deficiencies as soon as reasonably possible. Buyer will notify Seller of any latent defects as soon as reasonably practicable after they are discovered. The receipt of Products, the inspection or non-inspection of or payment for the Products, will not constitute acceptance of the Products and will not impair Buyer's right to (a) reject nonconforming Products, (b) recover damages and/or (c) exercise any other remedies to which Buyer may be entitled.

12.3. Defective Product. If any Product does not comply with the warranties under Section 12.1 (“Defective Product”), Buyer may cancel the applicable PO without cost or penalty and Seller shall, as elected by Buyer in Buyer’s sole discretion and without prejudice to any other remedy that Buyer may have, (a) issue a refund or credit to Buyer for the amounts paid for such Product or (b) promptly replace, at Seller’s cost and expense, such Product. Defective Products may be returned to Seller at Seller’s cost and expense both ways. Seller shall properly tag and store in restricted areas such Defective Product. To the extent possible, the parties shall agree on the disposal, destruction, returning or reworking of the Defective Product, it being understood that (i) all related costs and expenses shall be borne by Seller and (ii) in case of urgency, Buyer or its Affiliate shall have the right to take such a decision independently from Seller and provide Seller promptly with a written notice thereof. Buyer shall also have the right to charge Seller for all costs and expenses of disposal, destruction, returning or reworking of any affected raw materials, packaging materials and/or (semi-)finished products should the Defective Product be detected during the production or assembly processes.

12.4. Related Claims. In the event Seller receives any Product complaints, or any complaints with respect to any other products manufactured for other customers of Seller that utilize the same or a substantially similar formulation or manufacturing process as the Product (unless the complaint information would be reasonably expected to be unique to the other product and not applicable to the Product, e.g., relating to the secondary packaging), Seller shall promptly notify Buyer of such complaint and in no event more than 48 hours after receipt of such complaint. Seller shall conduct an analysis of the root cause of any such complaint, and shall report to Buyer on any corrective action to be taken, and shall at all times take reasonable account of Buyer’s suggestions related to such corrective action or other quality-related matters.

12.5. Recall; Corrective Action. Seller shall notify Buyer in writing within 24 hours of any submission of, or any situation of which it becomes aware, that could lead to, a recall, field alert, Product withdrawal or field correction of any Product provided under this Agreement. The final decision to recall or withdraw the Product resides solely with Buyer. In the event any governmental agency having jurisdiction shall request or order, or if Buyer shall determine to undertake, any corrective action with respect to any of its finished products (incorporating the non-complying or defective Product), including any recall or market action, and the cause or basis of such recall or action is attributable to Seller, then Seller shall be liable, and shall reimburse Buyer for all costs of such action including the cost of any finished product which is affected thereby, without prejudice to any other right or remedy Buyer may have.

12.6. Quality Agreement. Seller shall at all times comply with the terms of the Quality Agreement or any similar requirements as agreed with the Kenvue Quality Assurance Department. In the event of a conflict between the terms of the Quality Agreement and those of these Terms and Conditions, the terms of the Quality Agreement shall prevail to the extent related to quality topics.

### 13. INSURANCE

13.1. During the term of the Agreement and two years from delivery of a Product, Seller shall maintain reasonable and customary insurance coverages, including the insurance coverages set forth below. Limits may be achieved via a combination of primary and umbrella/excess insurance. Buyer, its Affiliates, and their directors, officers and employees, shall be named as additional insureds under Seller’s policy. The certificate(s) of insurance will contain a waiver of subrogation in favor of Buyer and its Affiliates, and their directors, officers and employees. Seller will give Buyer written notice at least 30 days prior to the effective date of any cancellation, lapse or material change in any policy.



(a) If Seller is a U.S. entity: (i) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (ii) commercial general liability insurance, including coverage for product liability, in the minimum amount of US \$10,000,000 per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Seller furnishing the Product. The commercial general liability insurance shall include worldwide coverage.

(b) If Seller's registered office is in EMEA: general liability coverage with limits of not less than EUR 10,000,000 per occurrence and EUR 10,000,000 annual aggregate.

13.2. The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of Seller. The carrying of insurance described shall in no way be interpreted as relieving Seller of any responsibility or liability under the Agreement.

#### 14. CONFIDENTIALITY; DATA SECURITY. NO PUBLICITY.

14.1. Seller shall keep confidential the terms and conditions of the Agreement and all information disclosed by or on behalf of Buyer and its Affiliates or otherwise learned or obtained by Seller in connection with the Agreement or the performance hereof. Seller will not use any of this information other than in connection with the performance of the Agreement and will not disclose any of this information except to the extent required by law and then only after prior notice to Buyer.

14.2. Seller shall implement appropriate technical, physical, and organizational measures to ensure an appropriate level of information security.

14.3. Seller shall not, without the prior written consent of Buyer, originate any publicity (including any news release or public announcement) nor use any logos, trademarks, service marks or names of Buyer or any of its affiliates.

#### 15. INTELLECTUAL PROPERTY. SOFTWARE.

15.1. All drawings, specifications and other copyrightable documents and any molds, tools, equipment, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Buyer ("Buyer Provided Materials") are for use solely with respect to the Agreement. Seller (a) will not have any rights to, property or interest in the same except to the extent necessary to execute the Agreement, (b) will be responsible for maintaining the same in proper working order, subject only to normal wear and tear, and (c) upon completion (or termination or expiration) of the Agreement, will promptly destroy or return these items, as requested by Buyer.

15.2. Buyer will be the exclusive owner of all deliverables created by Seller in connection with or during the performance of the Agreement (the "Deliverables"), any works based on or derived from such Deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Seller may conceive or first reduce to practice in connection with or during the performance of the Agreement ("Deliverable Concepts") or any derivative of, or through use of, any Buyer Provided Materials (together with the Deliverables, Derivatives, and Deliverable Concepts, "Buyer Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable Buyer Materials created by Seller in connection with or during the performance of the Agreement shall be considered a "work made for hire" for Buyer, Buyer shall be considered the author of the Buyer Materials for purposes of copyright, and all worldwide right, title and interest therein shall be the property of Buyer as the party specially commissioning such work, in each case except to the extent (x) not permitted under applicable law or (y) the designation of Buyer Materials as a "work made for hire" would establish an employment relationship under applicable law between Buyer and Seller. To the extent any Buyer Materials are not "work made for hire," or to the extent that the Buyer does not otherwise acquire ownership of any copyrights, and with respect to all other Intellectual Property Rights, Seller hereby irrevocably assigns to Buyer for no additional consideration, and shall cause its personnel to irrevocably assign to Buyer, all right, title and interest in and to the Buyer Materials and all Intellectual Property Rights therein and thereto, including the right to sue, recover damages and obtain other relief from other persons for any past, present and future infringement, dilution, misappropriation, or other violation of or conflict with any of those. To the

extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Seller agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Buyer's request, Seller will execute any instrument, or obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign the rights to Buyer in accordance with this section or perfect such rights in Buyer's name. If Seller fails to execute any assignment in accordance with this section within 15 days following Buyer's request, Seller hereby appoints Buyer as Seller's attorney in fact for the sole purpose of executing any such assignment on behalf of Seller to Buyer and Seller agrees to be bound thereby. Seller shall include on the face of all copyrightable material prepared for Buyer a copyright notice identifying Buyer and the year of publication in legible form. Seller shall provide Buyer with all relevant or necessary design drawings, source code and other documents detailing the Intellectual Property Rights with respect to the Buyer Materials. Except in connection with the PO to provide the goods or services to Buyer, Seller shall not use any Intellectual Property Rights with respect to the Buyer Materials in any manner or for any reason. Without limiting the foregoing, Seller agrees that neither Seller nor any of its affiliates shall sell or distribute, or authorize the sale or distribution by any third party of, any goods or services using the Intellectual Property Rights with respect to the Buyer Materials to any party other than Buyer.

15.3. If the Product includes any software (including pursuant to a software-as-a-service offering), related documentation and/or updates thereto (collectively, "Software") the following terms and conditions apply:

(a) Seller shall retain all Intellectual Property Rights in and to the Software. Seller hereby grants to Buyer and its affiliates a perpetual (unless otherwise limited in the PO to a specific duration), worldwide, non-exclusive license to access and use the Software for the business purposes of Buyer and its affiliates. If the PO limits the Software to use by a certain number of users, then Buyer may replace a user with another user from time to time, provided that the then-current number of users using the Software does not exceed such number. If Seller determines that Buyer and its affiliates have exceeded rights to the Software in the PO through increased usage that is otherwise in accordance with these terms and conditions, Seller shall promptly notify Buyer in writing of such excess usage and Buyer shall thereafter promptly eliminate such excess usage. If Buyer does not eliminate such excess usage, Seller's exclusive remedy shall be to invoice Buyer proportionally for such excess usage using the pricing set forth in the PO.

(b) Buyer and its affiliates may (i) make a reasonable number of backup or archive copies of any Software provided by Seller and (ii) permit one or more third parties to exercise the rights granted to Buyer and its affiliates hereunder, provided that any such third party may only use the Software to provide goods to or perform services for Buyer and its affiliates. Except as expressly permitted herein, Buyer 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 (ii) reproduce such notices on any copies of the Software. Seller shall electronically deliver the Software such that no tangible media passes to Buyer

16. INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer (and its Affiliates) from and against any and all damages, liabilities, claims, costs, charges, judgments and expenses (including reasonable attorneys' fees) (collectively "Damages") that may be sustained, suffered or incurred by Buyer (or its Affiliates), arising out or resulting from (a) any Defective Product, (b) breach by Seller of any warranty, representation, covenant or agreement made by Seller under the Agreement, (c) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secrets, or other proprietary rights of any third party arising from the purchase, use, importation or sale of the Product, or

(d) Seller's negligence or willful misconduct, provided that, the foregoing shall not apply to the extent arising from Buyer's negligence or willful misconduct.

## 17. TERMINATION

17.1. Breach. Either party may terminate the Agreement upon written notice to the other party in the event of a material breach by the other of any obligation under the Agreement that is not cured within 30 days following receipt of notice of such breach from the non-breaching party.

17.2. Insolvency. Each party may terminate the Agreement with immediate effect if the other party becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law.

17.3. Convenience. Except to the extent prohibited by applicable law, Buyer may terminate the Agreement, in whole or in part, for any reason or no reason by providing written notice to Seller. Upon such termination, Seller will be entitled to reimbursement of reasonable and documented expenses actually incurred by Seller prior to such termination in connection with the Agreement.

17.4. Change of Control. Buyer may terminate the Agreement upon written notice to Seller, with immediate effect, in the event of the direct or indirect change in ownership or control (as defined in Section 1.1) or corporate reorganization of Seller, which results in a new party or group assuming control of the Seller or Seller's approved manufacturing facility.

17.5. Effect of Termination. Upon termination of the Agreement, Seller shall deliver to Buyer all documentation relating to the Agreement, together with Buyer Material and any of Buyer's goods, which are in Seller's custody or control. Buyer shall be entitled to enter Seller's premises, without prior notice, for the purpose of removing therefrom any of Buyer's goods or documents.

17.6. Survival. Notwithstanding expiration or termination of the Agreement, the provisions of the Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder. Termination of the Agreement by Buyer shall be without prejudice to any rights and remedies Buyer may have under the Agreement. The following sections, and any other sections in other Agreement documents which expressly or by their nature survive expiration or termination, shall survive any termination or expiration of this Agreement and continue in full force and effect: 1, 10, 12, 13, 14, 15, 16, 17.5, 17.6, 18.

## 18. MISCELLANEOUS

18.1. Entire Agreement; Order of Precedence. These Terms and Conditions, together with the POs and, if applicable, the Supply Agreement, constitute the entire agreement between Buyer and Seller with respect to the supply of the Products. In the event of any discrepancy between these Terms and Conditions and the PO or the Supply Agreement, including the Commercial Conditions, the terms of the PO or the Supply Agreement, including the Commercial Conditions, shall prevail. In the event of any discrepancy between these Terms and Conditions or any other document pertaining to Buyer's purchase of the Product from Seller, the Terms and Conditions shall prevail. Furthermore, these Terms and Conditions shall always override Seller's terms and conditions, or any other documentation exchanged between Buyer and Seller.

18.2. Headings; Interpretation. The headings used in the Agreement are for convenience only and shall not be used for interpretive purposes. References to "include," "including" and variations thereof mean "include without limitation" and "including without limitation" and references to "days" mean calendar days unless otherwise specified.

18.3. Notices. All communications from one party to the other under the Agreement shall be addressed to the applicable party's representative identified on the PO or, if applicable, the Supply Agreement.

18.4. Severability. If any provision of the Agreement is or becomes invalid, illegal or unenforceable, the other provisions will not be affected or impaired. The parties will then negotiate in good faith to substitute the one provision that is invalid, illegal or unenforceable.

18.5. Assignment. Seller may not transfer or assign any of its rights or obligations under the Agreement, or delegate or subcontract any of its obligations under the Agreement, without Buyer's prior written consent. Buyer may transfer or assign the Agreement, in whole or in part, to any one or more of its Affiliates or to a successor to its business or to any purchaser of any Buyer product that utilizes or contains any Product. The Agreement shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and permitted assigns.

18.6. Cumulative Remedies. Any remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

18.7. Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give either party any right or authority to create or assume any obligation of any kind on behalf of the other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. This Agreement constitutes a contract for the sale of goods and provision of services and not a contract of employment of Seller or any Seller personnel.

18.8. Dispute Resolution; Governing Law.

(a) If Buyer is a U.S. entity:

(b) This Agreement shall be governed by and will be construed in accordance with the laws of the State of Delaware, excluding any conflicts of law provisions.

(c) If Buyer is not a U.S. entity, (i) any dispute, controversy or claim arising out of or related to the Agreement, or the interpretation, application, breach, termination or validity thereof, will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in the city of Buyer's registered office and (ii) the Agreement shall be governed by and will be construed in accordance with the law of the country of Buyer's registered office.

(d) Each party consents and agrees to the jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods of 1980 will not apply to the Agreement.

**Annex 1 – Pallet Policy**



**Kenvue SOP on  
Wood Pallets and Pac**