

These Conditions apply to the sale of Products by RECKITT unless varied or excluded by written agreement. Any terms and conditions which may appear, or be referred to, on any purchase orders, invoices, forms or other documents or communications (whether printed or electronic) or internet site purporting to supersede or replace these Conditions shall not apply unless accepted in writing by RECKITT. Delivery personnel and other agents acting for RECKITT have no authority to agree additional terms or variations to these conditions on behalf of RECKITT.

1. DEFINITIONS

In these conditions the following words have the following meanings:

“**Delivery Slots**” means a 30 minute period for delivery of the Goods agreed pursuant to Condition 2.3;

“**Early Settlement Discount**” shall have the meaning given in Condition 7.10;

“**Goods**” means any goods agreed pursuant to these Conditions to be supplied to You by RECKITT (including any parts of them);

“**Intellectual Property**” means any patent, copyright (including without limitation moral rights and software), database right, design right, registered design, trademark or service mark (registered and unregistered), domain name, know-how, utility model, unregistered design or other industrial or intellectual property right subsisting in any part of the world and, where relevant, any application for protection or proprietorship of any such right;

“**DMA**” means the Danish Medicines Agency (in Danish: Lægemiddelstyrelsen);

“**On Time**” means that the Goods are at Your premises or made available for collection as appropriate plus or minus 30 minutes of the Delivery Slot for those Goods;

“**Order**” means the contract for Your purchase of RECKITT Goods that is formed pursuant to Condition 2.3;

“**Parties**” means both You and RECKITT (and “**Party**” shall mean either of the Parties as the context so requires);

“**Product Recall**” has the meaning given in Condition 11.4;

“**Promotion Costs**” means the costs of or arising from or relating to a Promotion; “**Promotion**” means an offer for a specific volume of Goods or period for the sale of Goods by You at an introductory or reduced price or that gives Your customers and / or the consumer of the Goods some other additional benefit;

“**Purchase Order**” means Your request for delivery of Goods by RECKITT pursuant to these Conditions;

“**Recall Goods**” means the Goods that are the subject of a Product Recall;

“**RECKITT**” means RECKITT Health Nordic A/S, CVR no. 61016317 (or any other member of the Reckitt Benckiser Group Plc group of companies making sales of Goods in Denmark), being the company with which an Order is placed pursuant to these Conditions;

“**Sanctions**” means any laws or regulations relating to trade, economic or financial sanctions, export controls, trade embargoes or other restrictive measures from time to time imposed, administered or enforced by any Sanctions Authority;

“**Sanctions Authority**” means Denmark, the UK, the US, the United Nations, the EU and relevant Members States, and any other governmental authority with jurisdiction relevant to this Agreement;

“**Sanctions List**” means any list issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time;

“**Sanctions Target**” means a person that is: (a) listed on a Sanctions List; (b) owned or controlled by a person listed on a Sanctions List; (c) resident, domiciled or located in, or incorporated or organised under the laws of, any Sanctioned Territory; or (d) otherwise identified by a Sanctions Authority as being subject to Sanctions;

“**Sanctioned Territories**” means any jurisdiction which is subject to comprehensive Sanctions by a Sanctions Authority;

“**Working Day**” means a day which is not a Saturday, Sunday or a public bank holiday in Denmark; and

“**You**”, “**Your**”, “**Yourself**” means the person(s), firm or company that places an Order for Goods with RECKITT.

2. ORDERING

2.1 Basis of the Supply under these Conditions

These Conditions shall apply to all arrangements RECKITT have with You for the supply of Goods and any services unless varied or disappplied with RECKITT written agreement. These Conditions, together with any other written understanding between the Parties including any Order, shall constitute the agreed terms between the Parties for the supply of Goods by RECKITT to You. These Conditions shall apply to the exclusion of all other terms and conditions expressed or implied (including any terms and conditions which You purport to apply under any Purchase Order, invoice, web portal, specification or other document or notification or electronic data interchange or online or electronic ordering service or any form of communication whatsoever and whenever).

2.2 Effect of these Conditions

Subject to where agreed in writing with RECKITT any specifications, samples, advertising, brochures or catalogue produced shall be for the sole purpose of giving an appropriate idea of the Goods and shall not have any contractual force.

If RECKITT agree with You to incorporate documents, processes, manuals, pages of websites and other arrangements of contractual effect then, if there is a conflict or ambiguity between these Conditions and those other contractual arrangements, these Conditions will prevail.

2.3 Offer and Acceptance

Each Purchase Order for Goods You place with RECKITT shall be deemed to be an offer by You to purchase the specified Goods subject to these Conditions. Any such Purchase Order shall be accepted in part or full entirely at RECKITT discretion. No Purchase Order placed by You shall be deemed to be accepted by and binding on RECKITT until the earlier of:

- a) written acknowledgement is sent by RECKITT confirming the Purchase Order (and any variations thereto); or
- b) RECKITT discussing and agreeing with You a suitable Delivery Slot for the Goods in Your Purchase Order; or
- c) RECKITT delivery to You of the Goods specified in Your Purchase Order (as varied in accordance with these Conditions).

Once accepted in accordance with this Condition, each such Purchase Order shall become a binding contract (each an “**Order**”). All Orders are accepted subject to and incorporate these Conditions, including without limitation, RECKITT having Goods available for supply to You.

2.4 RECKITT Receipt of Your Order

If You have not been contacted by RECKITT or RECKITT delivery operators to arrange a Delivery Slot, You should contact RECKITT Customer Services Team in order to ensure that the Purchase Order has been received. Unless RECKITT arrange a Delivery Slot with You, RECKITT shall have no liability to You for failure to deliver the Goods in accordance with Your Purchase Order.

2.5 RECKITT Rights to Cancel Your Order

RECKITT may cancel part or all of Your Order, at any time without incurring any liability to You, if:

- a) the Goods are not available for any reason, (including without limitation if they have been discontinued or altered or their manufacture has in some way been hindered or prevented) and RECKITT are unable to agree with You the supply of an alternative Goods;
- b) RECKITT do not accept the Delivery Slot stated in Your Purchase Order (if any) and / or a Delivery Slot acceptable to both Parties cannot be agreed with You within 3 Working Days of RECKITT acceptance of the Order;
- c) Your Order is not in accordance with RECKITT delivery requirements (as further set out in Condition 2.6 below);
- d) Your Order requests delivery to a location not previously agreed with You in accordance with Condition 3.1; or
- e) RECKITT are in any way unable to fulfil the Order (in full or in part) due to circumstances outside RECKITT reasonable control.
- f) RECKITT will seek to promptly advise You if RECKITT cancel an Order (in full or in part) in this way, but shall have no liability to You for failure to deliver the Goods to You in accordance with Your Purchase Order unless such Purchase Order was accepted by, and binding on RECKITT, under Condition 2.3.

2.6 RECKITT Order & Delivery Requirements

RECKITT have minimum and maximum Order and / or delivery levels for Goods or configurations of Goods that RECKITT will notify to You from time to time. If an Order (either in itself or together with other Orders placed by You) is below those minimum levels or configurations or above those maximum levels or configurations, RECKITT may, at RECKITT absolute discretion, cancel those Orders.

2.7 Accuracy of Your Purchase Order

It is Your obligation to ensure that Your Purchase Order is complete and accurate. If a Purchase Order is not complete or is inaccurate, then RECKITT can choose at RECKITT absolute discretion not to fulfil that Purchase Order and RECKITT will seek to promptly advise You if RECKITT intend not to fulfil a Purchase Order in this way but shall have no liability to You for this. If in response to an inaccurate Purchase Order, RECKITT deliver Goods to You in accordance with RECKITT best interpretation (acting reasonably) of such Purchase Order, You will accept delivery of and pay for the Goods delivered and otherwise comply with these Conditions as if the Purchase Order as interpreted by RECKITT was correct.

For the avoidance of any doubt, EDI ordering includes full EDI integration inclusive of pricing for the Order.

2.8 Your Order Cancellation Rights & Obligations

If at any time prior to RECKITT delivery of the Order You cancel Your Order (or any part of an Order) by giving RECKITT notice in writing of such cancellation, RECKITT will only accept such cancellation on condition that You pay RECKITT cancellation charge to reimburse RECKITT reasonable and properly incurred costs, including (without limitation), any costs RECKITT have incurred in relation to fulfilling that Order (such as preparation of the Order, picking transportation) or costs RECKITT incur as a result of You cancelling that Order (such as costs arising from abortive or part or small deliveries). RECKITT will notify You of such cancellation charges as soon as reasonably practicable when You seek to cancel the Order and RECKITT invoice for such costs may be raised by RECKITT following such cancellation and notification.

2.9 Discontinuation or variation of any of RECKITT Goods

If RECKITT decide to discontinue, re-design or otherwise alter any of RECKITT Goods, the Goods' product range, Goods' specification, coding, packing or configuration, RECKITT shall provide You with as much notice as reasonably possible, typically a minimum of six (6) weeks prior notice of the exit / new product development date. RECKITT do not operate a 'sale or return' policy at any time, nor will RECKITT fund any mark-down of any of Your stock.

3. DELIVERY ISSUES

3.1 How RECKITT Deliver

Goods shall be delivered to the location specified in the Order provided it is one of the pre-agreed addresses recorded in RECKITT accounts system as an address for delivery unless:

- a) otherwise agreed between the Parties; or
- b) You require, and RECKITT have agreed to, the use of Your nominated haulier (back haulage).

RECKITT shall attempt to make delivery of Goods within such lead times as notified to You by Reckitt in respect of each Order placed.

Subject to Condition 3.5, delivery of the Goods shall take place upon physical delivery to the address specified as above or, where You are collecting the Goods, at the point the Goods are collected and loaded on to Your nominated haulier transport at RECKITT premises.

3.2 RECKITT Delivery Times

Although RECKITT will use RECKITT reasonable endeavours to deliver Goods on time as per a request specified in a Purchase Order or an agreed Delivery Slot, any such dates and times are intended to be estimates only and time for delivery shall not be of the essence. Where (as set out in Condition 3.1(b)) the Goods are to be collected, then the time of delivery is when the Goods are made available for collection in accordance with the agreed collection slot. If no time is specified time specified or a Delivery Slot agreed, delivery will be within a reasonable time.

3.3 RECKITT Delivery Assurances to You

If RECKITT are unable to fulfil a Delivery Slot then RECKITT will endeavour to give You as much notice as possible and will seek to agree a new Delivery Slot with You in accordance with Condition 2.3 on a priority basis.

3.4. Delayed Delivery

RECKITT will not be liable for any loss (including without limitation loss of profit), costs, fees, damages, charges or expenses caused or incurred, directly or indirectly, by any delay in the delivery of the Goods (even where caused by RECKITT negligence), except where such delay is caused by RECKITT's gross negligence or wilful misconduct.

3.5 Delayed Delivery Due to Events Caused by You

If RECKITT are unable to deliver the Goods On Time because:

- a) You have not provided appropriate instructions, documents, licences or authorisations;
- b) You have not accepted delivery (or, as set out in Condition 3.1(b), collected the Goods) despite the Goods being presented for delivery On Time; or
- c) the Goods would have been delivered On Time but for their being held in a queue at or near Your premises, the Goods will be deemed to have been delivered upon RECKITT delivering such Goods up to the point specified in the relevant sub-condition above, and RECKITT may at RECKITT absolute discretion:
 - i) wait until You accept delivery of the Goods and charge You for all reasonable and properly incurred costs, charges and losses incurred by RECKITT (including, without limitation, haulage charges) resulting from deemed delivery as set out above;
 - ii) store the Goods until actual delivery (provided that You agree within 1 Working Day of the original Delivery Slot a new Delivery Slot acceptable to RECKITT) – in which case, delivery will be in accordance with these Conditions, except that You will also be liable for all reasonable and properly incurred costs and expenses (including, without limitation, storage, picking, loading, unloading, haulage, insurance and related overhead costs) arising from the failure to deliver; and/or
 - iii) terminate any Orders (including the Order in respect of which RECKITT were unable to make delivery and any other Order which is outstanding between RECKITT) without liability to You and charge You all reasonable and properly incurred costs and expenses incurred by RECKITT (including, without limitation, storage, picking, loading, unloading, haulage, insurance and related overhead costs) in relation to such terminations.

3.6 Failing of Your Delivery Point

If any of Your delivery points refuse or delay delivery of Goods or impose unreasonable restrictions or procedures or otherwise cause difficulties for delivery of RECKITT Goods, and are not expressly entitled to do so in accordance with these Conditions ("Delivery Problems"), then, if RECKITT notify You of those Delivery Problems and You do not resolve them within a reasonable timeframe, RECKITT shall be entitled, at RECKITT absolute discretion, to suspend further deliveries of RECKITT Goods to such delivery points.

3.7 Your Unloading Facilities

You will provide at Your expense at the place of delivery, adequate and appropriate facilities (to ensure dry, clean and safe unloading), equipment and manual labour for unloading the Goods. RECKITT driver shall not be obliged to unload a vehicle or use any of Your machinery to enable You to meet Your obligation under this Condition or Condition 3.16 below

3.8 Back-haul and Your Obligations

Where (as set out in Condition 3.1(b)) You have required RECKITT (or RECKITT agent) to use Your nominated haulier, risk in those Goods passes to You on collection and loading of the Goods by Your haulier and RECKITT are not liable for any additional costs incurred in delivering the Goods including, without limitation, those arising from Your failing to accept or delaying collecting and loading of the Goods and therefore delaying delivery to Your premises. You are responsible for insuring these Goods from and including collection and loading. Your haulier is required to inspect RECKITT delivery and sign RECKITT delivery note on loading the Goods and for the avoidance of doubt the provisions of Conditions 3.11 to 3.14 will apply to such collections

3.9 RECKITT Outer Packaging

RECKITT shall use RECKITT reasonable endeavours to ensure that the outer packaging for the Goods shall be reasonably suited for domestic transit in Denmark, but shall have no further liability to You in respect of the packaging of items for delivery.

3.10 Delivery By Instalments

Although RECKITT normally make single deliveries, RECKITT may, at RECKITT absolute discretion, make delivery of the Goods by instalments and invoice You for each

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instalment individually. Where the Goods are to be delivered in instalments (such as where not all the Goods Ordered by You are available at the same time), RECKITT will separate Your Order into two or more separate sub-orders and each sub-order will constitute a separate contract and failure by RECKITT to deliver any one or more of the instalments in accordance with these Conditions as applied to that sub-order, or any claim by You in respect of any one or more sub-orders, shall not entitle You to treat the Order as a whole as repudiated or to refuse to accept other sub-orders. In such circumstances You shall be responsible for payment of the quantity of Goods delivered in each sub-order as recorded in accordance with this Condition.

3.11 Your Obligation to Inspect on Delivery

You shall be responsible for arranging for inspection of the Goods and ensuring the Goods comply with Your Order and are of an appropriate quality on delivery. RECKITT shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after delivery (or deemed delivery under Condition 3.5) or where You have noted the issue on delivery but not allowed RECKITT driver or other personnel to witness that inspection.

3.12 Proof Of Delivery Notes and Evidence of What RECKITT have Delivered to You

The quantity of any consignment of Goods is recorded by RECKITT on a RECKITT Proof Of Delivery note ("POD") or equivalent document provided to You upon delivery. Unless You can demonstrate otherwise, such POD shall constitute prima facie evidence of the quantity received by You on delivery. Upon receipt of the POD, You must clearly record in full any damage or discrepancies between the POD and the Goods delivered to You (including without limitation and shortages in the Goods delivered compared to the POD) which would be reasonably apparent in delivery, including, without limitation:

- a) any incorrect Goods;
- b) any visual damage; and/or
- c) any short deliveries.

You must sign or appropriately stamp the POD **at the time of delivery** and return it, together with any damaged Goods or evidence of any other discrepancy apparent on delivery, to RECKITT driver.

3.13 Delivery of Goods Not Requested in An Order

In the event that the Goods actually delivered do not correspond to those requested in the Order (such as delivery of incorrect Goods or additional Goods not requested in the Order), such discrepancy should be recorded in writing on the POD **at the time of delivery** and returned to RECKITT driver, together with any Goods which are the subject of the discrepancy.

3.14 Failure to highlight discrepancies on the POD

You acknowledge that the POD provided to You reflects the Goods delivered by RECKITT and therefore accept that, unless a discrepancy is clearly identified on the POD **at the time of delivery** and returned to RECKITT driver (together with any Goods which are the subject of the discrepancy – if applicable), You will be liable for the invoice raised for the Goods as set out in the POD. It is Your responsibility to check the Goods at the point of delivery and accordingly, any POD marked "**SIGNED UNCHECKED**" or some similar marking shall be deemed to indicate delivery of all of those Goods detailed on the POD.

Save for latent defects notified pursuant to Condition 3.18 (b) and subject to Condition 9.2, RECKITT will not accept any liability, and in no circumstances save for pursuant to Condition 7.4 9 (a) to (b) shall You be entitled to set off any amount whatsoever, for any purported discrepancy between the POD and the Goods physically delivered and/or originally requested in an Order, unless such discrepancy is recorded on the POD.

3.15 Discrepancies with an Invoice

Goods are invoiced at the price set by RECKITT and reasonably notified to You from time to time, and not at the price specified in any Purchase Order submitted by You. RECKITT will notify You if there is any discrepancy between the price set out in Your Purchase Order and that recorded on RECKITT systems and in the absence of any rejection of the price notified to You prior to delivery of the Goods, the price recorded on RECKITT systems shall prevail.

In the unlikely event of any discrepancy between an invoice and the POD, a claim must be made to the customer services team in writing within seven (7) days of the date of the invoice, otherwise the invoice shall be deemed correct. If the invoice needs to be updated to reflect any errors in delivery as recorded on the POD, RECKITT customer Services team will liaise with You to resolve the situation and issue a debit or credit note as soon as possible. **In the event that an invoice is queried but the invoice is consistent with the POD and no discrepancy was recorded on the POD at the time of delivery, then provided the invoice reflects the correct prices for the Goods as described above, payment of the invoice must be made in full and in no circumstances shall You be entitled to set off any amount whatsoever in respect of that invoice.**

3.16 Your Commitment on Turnaround Time

Unloading of the Goods, signing or appropriately stamping the POD and authorising departure of the vehicle must take place within 90 minutes of the commencement of the Delivery Slot.

3.17 RECKITT Failure to Deliver

If RECKITT fail to deliver the Goods subject to the Order (in whole or in part), and RECKITT did not give any notice of cancellation in accordance with Condition 3.3, then You must give written evidence to RECKITT Logistics Representative of the failed delivery by the end of the Working Day following the agreed Delivery Slot. Provided You have done so, RECKITT liability for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or issuing a credit note for the price of the undelivered Goods against any invoice raised for such Goods otherwise, RECKITT shall have no liability for that failure to deliver and You must pay the relevant invoice in full.

3.18 When You have Accepted RECKITT Goods

You shall be deemed to have accepted the Goods as being in conformity with the Order and these Conditions, and shall have no further right to make a claim arising from defects in the Goods unless:

- a) Apparent Defects: upon delivery You notify RECKITT in writing of any apparent defect or other failure of the Goods to conform with the Order by recording such defect on the POD; or
- b) Latent Defects: where the defect or failure would not reasonably be apparent on delivery, You notify RECKITT in writing of any defect or other failure of the Goods to conform with the Order within 7 days of the time You first became aware (or ought reasonably to have become aware) of the defect, failing which You shall not be entitled to reject the Goods and RECKITT shall have no liability for such defect or failure, and You shall be bound to pay the price as if the Goods had been delivered in accordance with Your Order.

3.19 Expiry Dates

Unless otherwise agreed in writing, RECKITT give no warranty to the amount of time remaining from delivery of the Goods until the end of the "Expiry Date" marked on the Goods.

3.20 RECKITT Primary Packaging, Labelling and Trade Marks

You shall not at any time alter, remove or tamper with any primary packaging (excluding outer packaging) or any labelling or trade marks on any Goods, or affix any additional trade marks or trade designations on to any Goods without RECKITT prior written consent. In no circumstances shall You tamper with, remove or alter the "Expiry Date". You must not sell the Goods after the "Expiry Date". In no circumstances shall You sell Goods which are damaged so that, in RECKITT reasonable opinion, their integrity is compromised.

3.21 The Condition of RECKITT Goods on Resale

You shall ensure that all Goods made available for resale are in the same condition (including, without limitation, packaging (excluding outer packaging)) as they were on delivery by RECKITT, unless agreed otherwise by RECKITT in writing.

3.22 Multi-Packs on Resale

Where the Goods are supplied in special consumer packs that contain more than one unit (i.e. multi-packs), these are sold to You on the condition that they will be resold to the consumer in this format and You shall not split them into individual units.

3.23 Bar Codes

The printing of bar codes on RECKITT outer cases is for convenience only and although RECKITT will endeavour to observe the EAN UCC specifications, as administered by GS1 Denmark, RECKITT cannot accept liability for any loss (including, without limitation, loss of profit) costs, damage, charges or expenses directly or indirectly attributable to the absence of or any error in such bar code printing.

4. PASSING OF RISK AND LEGAL TITLE

4.1 When Risk Passes to You

The Goods shall be at Your risk from the time of delivery (which will be determined in accordance with Condition 3.1).

4.2 When Title Passes to You

Full legal title to and property in the Goods shall remain vested in RECKITT (even though they have been delivered and risk has passed to You) until RECKITT have received payment in full, in cash or cleared funds, in accordance with these Conditions in respect of the Goods that have been supplied pursuant to the relevant Order.

4.3 Your Obligations Prior to Transfer of Full Legal Title to You Until full legal title and property in the Goods passes to You:

- a) You shall keep the Goods separate from Your own goods and clearly identifiable as belonging to RECKITT and shall not dispose of the Goods other than in accordance with these Conditions;
- b) You shall store the Goods at Your premises in a proper manner in conditions which adequately protect and preserve the Goods and shall insure them on RECKITT behalf, without any charge to RECKITT, and not tamper with any identification upon the Goods or their packaging and shall ensure that they are stored separately from any other goods. RECKITT shall be entitled to examine any such Goods in storage (and in the case of third party storage, You shall procure such right for RECKITT) at any time during normal business hours upon giving You reasonable notice of RECKITT intention to do so (subject to RECKITT observing Your reasonable regulations and instructions relating to security and health and safety as notified to RECKITT in advance);
- c). RECKITT may at any time, on demand and without prior notice, require You to deliver the Goods up to RECKITT and RECKITT may repossess and resell the Goods if any of the events specified in Condition 15.1 occurs or if any sum due to RECKITT from You under these Conditions or on any other account or under any other contract is not paid when due;
- d) for the purposes of this Condition 4.3(b) and 4.3(c), RECKITT, RECKITT employees, agents and sub-contractors shall be entitled to free and unrestricted access to any premises owned, occupied or controlled by You at any time (and in the case of third party storage, You shall procure such right for RECKITT) on prior notice (subject to RECKITT observing Your reasonable regulations and instructions relating to security and health and safety as notified to RECKITT in advance); and
- e) RECKITT shall be entitled to maintain an action against You for the price of the Goods notwithstanding that title to and property in the Goods has not passed to You.

4.4 Resale prior to legal title transferring

RECKITT hereby authorise You to use and/or sell the Goods in the normal course of Your business and to pass good title in the Goods to Your customers, if they are purchasers in good faith without notice of RECKITT rights provided that:

- a) any sale shall be effected in the ordinary course of the Your business at full market value; and
- b) Your right to resell shall automatically cease on the occurrence of any event set out in Condition 15.1 and/or if any sum owed to RECKITT by You under an Order, these Conditions generally or any other debt from You to RECKITT has been received by RECKITT in full.

4.5 Other Remedies

RECKITT rights and remedies set out in this Condition 4 are in addition to, and shall not in any way prejudice, limit or restrict, any of RECKITT's other rights or remedies available at applicable law.

4.6 Following Termination

Following termination of any Order, RECKITT rights (but not Yours) under this Condition 4 shall continue in full force and effect.

5. PROMOTING WITH RECKITT BENCKISER

5.1 Agreeing Promotion Funding

RECKITT will not have any liability for Promotion Costs unless:

- a) You have notified RECKITT in advance of the Promotion; and
- b) our authorised representative has agreed in advance in writing (including agreeing the amount of the Promotion Costs, the mechanism and duration of the relevant Promotion and any key criteria You must achieve and/or otherwise include during the Promotion) that RECKITT will be responsible for part or all of the Promotion Costs; and
- c) promptly, after the end of the Promotion or otherwise on RECKITT request, You are able to demonstrate to RECKITT reasonable satisfaction that You have performed the Promotion in full as agreed under Condition 5.1(b) (including if applicable the amount of actual sales or sales which both Parties have agreed will trigger a payment of Promotion Costs (including redemptions, vouchers and coupons)).

5.2 Long Stop Date for Presentation of Your Invoices

Where RECKITT do agree to pay for some or all Promotion Costs, then those Promotion Costs must be claimed within twelve (12) months of, and not before, the end date of the applicable Promotion, accompanied by reasonable adequate documentation evidencing the claim. Unless otherwise agreed, such claim shall be paid in accordance with RECKITT standard payment terms (as set out in Condition 7.1). If the Promotion Costs are not claimed in this way and within this timeframe, then RECKITT will not have any liability to You for them.

5.3 Forecasts Provided By You

Unless otherwise agreed with RECKITT, You are responsible for ensuring any forecasts You provide are made in good faith and are compiled with due care and accuracy. You will only place Purchase Orders for Goods which, in Your reasonable opinion and acting in good faith, will be sufficient and not excessive for the Promotion. If RECKITT are in any way contributing to the Promotional Cost and RECKITT consider that the quantity ordered in any Order or forecasted is unreasonable or excessive, then RECKITT may request You to: (i) provide evidence of Your actual sales; and (ii) any Goods that You have purchased for the Promotion, which have not been sold by You as part of the Promotion, will have their price adjusted to the price that would have applied if RECKITT had not provided the Promotional Cost in respect of such Goods. RECKITT will then issue an appropriate invoice for the difference in amount due, which will be paid by You in accordance with these Conditions.

5.4 Where RECKITT Have Made a Special Promotion Investment

You acknowledge that RECKITT may make a special investment specific to You in relation to a Promotion and therefore, RECKITT may agree with You a minimum order quantity and/or delivery configuration of Goods which will be the subject of the Promotion. You will then be obliged to purchase that quantity in that configuration to qualify for that special investment.

5.5 Resale of Discounted Goods

Where the Goods are supplied by RECKITT to You at a discount (howsoever funded and whether provided at the time of purchase or retrospectively) for promotional purposes, You agree that such Goods will only be sold in accordance with the promotional mechanic agreed (including without limitation, where RECKITT have agreed an MPP (as described and defined below).

Where, in agreeing to fund a Promotion, RECKITT agree a level of funding against Your then current chosen retail selling price (which RECKITT will obtain from a store audit, Your website or another system to which You have granted RECKITT direct access) (the resulting price point being referred to as a "Maximum Promotional Price" or "MPP"), RECKITT funding is conditional upon it being applied in its entirety to Your retail pricing, for the benefit of consumers. Accordingly, the funding is conditional upon You reselling those Goods at or below the Maximum Promotional Price. Clearly, You remain entirely free to price those Goods at or below the MPP in Your absolute discretion

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and remain entirely free to determine Your retail prices following the end of the Promotional support or Promotional period. Where You decide to resell the Goods above the MPP or other than in accordance with any agreed Promotional mechanic, RECKITT can withdraw RECKITT support for such Promotion and recover from You any Promotion Costs RECKITT have paid or any other funding that was applied in respect of Goods for which such funding was provided but which were resold at a price greater than the MPP.

5.6 Netting Off in Respect of Promotion Costs

If, as set out in Condition 7.4 (b), RECKITT have agreed in writing to a set off of costs chargeable by You to RECKITT that relate to a particular Promotion against the price of Goods payable under an Order, then You must (within thirty (30) Working Days of the date of the invoice) provide reasonable justification for the set off, obtain RECKITT written consent and issue an invoice to RECKITT for the amount that is agreed to be set off, stating the number of RECKITT invoice against which is being set off, Purchase Order number and a reasonable summary of the reasons for payment. Please note that unless otherwise agreed in writing, no deduction shall be made by You. For the avoidance of doubt, if the right of set-off is granted further to this Condition, the payment terms set out in Condition 7.1 shall not be affected.

6. PRICE

6.1 The Price of RECKITT Goods

Unless otherwise agreed in writing by RECKITT, the price for the Goods shall be the price at the date of receipt of Your Purchase Order by RECKITT (or if that date is not a Working Day, the first Working Day following receipt). That price shall be as RECKITT have notified to You in writing (which includes any price list or price file specific to You in relation to any Good or Goods) in force at the date of receipt of the Purchase Order by RECKITT.

6.2 Price Increases

Unless otherwise agreed with RECKITT, RECKITT will endeavour to provide You with a minimum of four (4) weeks' prior written notice in respect of any price move, unless specific commodity market conditions dictate otherwise, in which case, RECKITT shall provide You with as much prior written notice as reasonably possible in the circumstances. RECKITT shall not be obliged to justify any change in the price of Goods and the new price will become effective on the date specified in RECKITT notice to You. Any Purchase Orders delivered on or after that date will be subject to the new price, whether or not You have expressly agreed to the new prices at revised pricing. You shall be entitled to cancel any undelivered Orders without charge if You notify RECKITT in writing within 7 days of receipt of the price increase notice that You do not accept the new price.

For the avoidance of doubt, in the event that You do not meet any trading criteria that RECKITT has notified to You in relation to the base price list offered, RECKITT reserves the right to apply a price increase at any time to be applied to Your account within 28 days.

6.3 Your Price File Information on Your Systems

In the event of a conflict between the price information in RECKITT price files and the price information in Your price files or Your Purchase Order, RECKITT price files shall prevail and You shall be invoiced according to RECKITT price files.

6.4 What RECKITT Price Includes and Excludes

Unless otherwise stated by RECKITT, RECKITT prices include all costs and charges in relation to packaging, labelling and delivery. Unless otherwise agreed in writing, the price for the Goods shall be exclusive of any value added tax (or replacement tax), any import or export duties or other similar taxes, delivery charges, duties or imposts, all of which will be paid by You in addition to the price. For the avoidance of doubt, all prices and invoices shall state VAT separately in accordance with the Danish VAT Act (in Danish: momsloven).

7. HOW AND WHEN YOU PAY RECKITT

7.1 Your Payment Obligations

Regardless of when delivery of the Goods takes place, You will pay RECKITT invoices within thirty (30) days of the invoice date.

7.2 When RECKITT Require Payment

Timely payment is a material obligation under these Conditions. Failure to make payment within 14 days after the due date as set out in Condition 7.1 above

7.3 Payment Mechanisms

No payment shall be deemed to have been received until RECKITT have received cleared funds. All payments shall be in Danish kroner (DKK) unless otherwise agreed in writing. Bank transfers shall be made to the account notified to You by RECKITT.

7.4 RECKITT Right to Full Payment

You shall make all payments due under these Conditions without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise, **unless You have**

- (a) a valid court order requiring an amount equal to such deduction to be paid by RECKITT to You,**
- (b) RECKITT have agreed to such deduction in advance in writing; or**
- (c) the deduction is made in accordance with Condition 7.5 below.**

7.5 (a) Withholding in Respect of Discrepancies

In the event of any dispute in relation to an invoice properly raised by You (in good faith and in accordance with Conditions 3.14 and 3.15) within seven (7) days of the date of the relevant invoice, You may temporarily set-off only such part of the invoice as is in dispute until such time as the dispute is resolved provided that, in the event that the dispute is resolved in RECKITT favour, You shall be liable for all costs associated with such dispute and all interest due on the withheld amount for the period from the due date of the invoice until full payment. For the avoidance of doubt, You must make payment to RECKITT of any part of the invoice which is not in dispute in accordance with Condition 7.1

7.5 (b) Reference to Correct Invoice Identification Numbers

If payments received from You are not stated to refer to a particular invoice, RECKITT may appropriate such payment to any outstanding invoice addressed to You from RECKITT (or any other company within the Reckitt Benckiser Group Plc group of companies).

7.6 Receipts

RECKITT will not issue any receipt for payment made by bank transfer unless specifically requested by You in advance in writing.

7.7 No Credit Facility Offered

No indulgence granted by RECKITT to You concerning Your obligations under this Condition 7 shall be, or shall be deemed to be, a credit facility, but if any such set out in condition 7.1 above, subject to receipt of such payment by RECKITT as cleared funds within 14 days of the invoice date (and where the 14th day falls on a weekend or bank holiday the cleared funds are received on the last working day within the 14 days) RECKITT, at its sole discretion, will apply the standard settlement discount to the net invoice value (the "Early Settlement Discount"). For the avoidance of doubt and without prejudice to the terms and conditions set out herein, RECKITT must receive cleared fund on or before the 14 days stipulated for you to qualify for the Early Settlement Discount.

7.9 Treatment of Late Payments

If any sum due from You to RECKITT under any Order, or these Conditions or any other contract between You and RECKITT (eg JBP) is not paid on or before the due date for payment, then all sums owing by You to RECKITT shall become due and payable immediately and, without prejudice to any other right or remedy available to RECKITT,

RECKITT shall be entitled to:

- a) cancel or suspend performance of any Order provided that RECKITT give You prior written notice of RECKITT intention to do so, including, suspending deliveries of the Goods and suspending delivery of any other Goods to You until arrangements satisfactory to RECKITT as to payment or credit have been established;
- b) appropriate any payment made by You (or any member of Your group companies) to such of the Goods as RECKITT may think fit;
- c) require You to pay for Goods prior to their despatch or collection from RECKITT place of business; and
- d) charge You:
 - i) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate set forth in section 5 of the Danish Act on interest in case of overdue payment etc. (in Danish: lov om renter ved forsinket betaling mv.), being the Danish National Bank's reference rate plus 8 percentage points per annum, until payment is made in full; and
 - ii) the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

8. RECKITT PROMISE TO YOU

8.1 RECKITT Assurance

For the period up to and including the final day of expiry of the "Expiry Date" date as marked on the Goods, RECKITT warrant that the Goods shall comply fully with all applicable Danish and EU legislation relating to the manufacture and supply of such Goods as in force at the date of Your Order.

8.2 Treatment of Defective Good(s)

Subject to Condition 8.3, if You establish to RECKITT reasonable satisfaction that there is a defect in the Goods or the Goods are otherwise than in accordance with the Order, then RECKITT shall, at RECKITT option:

- a) where relevant, repair or make good such defect or failure in such Goods free of charge (including all costs of transportation of any Goods or materials to and from You for that purpose);
- b) replace such Goods with Goods which are in all respects in accordance with the Order; or
- c) issue a credit note to You in respect of the whole or part of the Order price of such Goods as appropriate having taken back such materials relating to such Goods, subject, in every case, to the remaining provisions of this Condition 8 and provided that RECKITT aggregate liability under this Condition 8 shall in no event exceed Your purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of RECKITT liability for Goods having a defect.

8.3 Your Obligations in Relation to Defective Goods Condition 8.2 shall not apply:

- a) where the defect in the Goods would be apparent on delivery and You have failed to carry out an inspection on delivery or where You have noted the issue on the POD but not allowed RECKITT driver or other personnel to witness that inspection as described under Condition 3.11,
- b) unless You notify RECKITT in writing of the alleged defect within 14 days of the time when You discover or ought to have discovered the defect; and
- c) unless You afford RECKITT a reasonable opportunity to inspect the relevant Goods and, if RECKITT so request and where it is reasonable to do so, promptly return to RECKITT or such other person RECKITT may nominate a sample of the Goods within 24 hours, reasonable carriage paid by RECKITT, for inspection, examination and testing and/or otherwise permit RECKITT to have access to the Goods at Your premises or other location where they may be for such purposes.

8.4 Your Obligations on Agreed Uplifts

Where RECKITT have agreed to replace/uplift the Goods in accordance with Condition 8.2(a) or (b), You are obliged to:

- a) agree with RECKITT in advance a reasonable collection slot;
- b) ensure that the Goods to be collected are in the same condition and correspond with the same description and quantity, as stated in RECKITT uplift note and are ready for collection on the type of pallets used for RECKITT delivery of the Goods (or such other pallets that RECKITT notify to You); and
- c) provide RECKITT with at least 24 hours notice in the event that the Goods will not be ready for collection at the agreed collection slot and seek to agree a new collection slot with RECKITT on a priority basis.

All DMA regulated products pursuant to the Danish Medicines Act (in Danish: lægemiddeloven) have to be returned within 3 Working Days if the delivery premises do not hold valid permit or authorisation issued by DMA for the storage and distribution of pharmaceutical goods.

All DMA regulated products returns can be accepted from premises holding a valid permit or authorisation up to 30 days after the original despatch, provided that such returns are accompanied by a written certification confirming that the Goods have been stored in accordance with good distribution practice (GDP) and the storage conditions specified on the product packaging throughout the period since delivery. This certification shall be issued by the person responsible for compliance at the licensed premises and shall be supplied to RECKITT no later than 14 days after the uplift.

8.5 RECKITT Replacement Obligations

If RECKITT elect to replace the Goods pursuant to Condition 8.2(b), RECKITT shall deliver the replacement Goods to You at RECKITT's own expense at the address to which the defective Goods were delivered and the title to the defective Goods which are being replaced shall (if it has vested in You) immediately re-vest in RECKITT.

8.6 Where RECKITT Have No Liability to You in Respect of Defects

RECKITT shall be under no liability under the warranty at Condition 8.1 above or otherwise:

- a) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions arising after RECKITT delivery (or deemed delivery) of the Goods;
- b) for any failure to follow RECKITT instructions (whether oral or in writing), including, without limitation, storage instructions and "Expiry" dates;
- c) where Goods held under ambient storage are not kept free from condensation;
- d) for any misuse or alteration or repair of the Goods without RECKITT prior written approval; and/or
- e) if You make any further use of the Goods after noting any defect on the POD.

8.7 Exclusions

The warranties set out in these Conditions are the only warranties which shall be given by RECKITT and all warranties, conditions and other terms implied by statute are, to the fullest extent permitted by applicable law, excluded from the Order. For the avoidance of doubt, nothing in these Conditions shall exclude or limit RECKITT's liability under the Danish Product Liability Act (in Danish: produktansvarsloven).

8.8 RECKITT Goods Specification

RECKITT reserve the right without liability to You to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements in Denmark and/or the EU, or which do not materially affect the quality or performance of the Goods. Where RECKITT make such changes, RECKITT will provide You with reasonable prior notice where legally required to do so.

9. EXCLUSION AND LIMITATION OF LIABILITY

9.1 Scope of RECKITT Liability

Conditions 2.3, 2.5, 3.4, 3.5, 3.14, 3.15, 3.17, 5.1, 5.2, 8.2, 8.6, 9, 11.9 and 11.11

and the following provisions set out RECKITT entire liability (including any liability for the acts or omissions of RECKITT employees, agents and sub-contractors) to You in respect of:

- a. any breach of any Order or these Conditions; and
- b. any liability in or outside of contract including negligence arising under or in connection with any Order or these Conditions.

9.2 Legal Liability

Nothing in these Conditions shall exclude or limit RECKITT liability for any matter for which liability cannot be excluded or limited at applicable law including without limitation RECKITT's liability for death or personal injury by RECKITT's negligence.

9.3 Maximum Liability

Subject to Conditions 9.1, 9.2 and 9.4, RECKITT maximum aggregate liability regardless of the basis of liability (whether contractual, non-contractual, under statute or otherwise, arising in connection with the performance or contemplated performance of an Order shall be limited to either: (a) our selling price of the Goods in respect of which You have suffered or incurred such loss or damage as set out in that Order; or (b) DKK 220,000, whichever is the greater.

9.4 Limitation of Scope of RECKITT Liability

Subject to Condition 9.2 and except for cases of gross negligence or wilful misconduct, RECKITT shall not be liable for any loss of profit, loss of data, loss of savings (even when advised of the same), loss of opportunity, any economic loss (direct or indirect) or any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) and/or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arise out of or in connection with an Order or these Conditions.

9.5 Your Obligation to Insure

The price of the Goods has been calculated on the basis that RECKITT will exclude or limit RECKITT liability as set out in these Conditions and You, by placing an Order, agree and warrant that You shall insure against or bear Yourself any loss for which RECKITT have excluded or limited liability in these Conditions and RECKITT shall have no further liability to You. Should You require RECKITT to accept a greater liability under a specific Order or these Conditions generally, please notify RECKITT and RECKITT can consider how that will affect the prices at which You buy RECKITT Goods.

10. YOUR OBLIGATIONS IN RELATION TO THE GOODS AND YOUR INDEMNITY TO RECKITT

10.1 Your Indemnity to RECKITT

You irrevocably and unconditionally agree to indemnify and keep indemnified RECKITT, RECKITT employees, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional advisers fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect made against or incurred or suffered by RECKITT or any of them directly or indirectly and whether wholly or in part resulting from any third-party claim, demand, proceedings or action following a sale by You of the Goods of Your storage of them pending sale unless and to the extent that such third-party claim, demand, proceedings or action results from any defect in the Goods (other than those defects resulting from Your storage).

10.2 Your obligations in relation to the Goods You shall at all times:

- a) follow RECKITT reasonable instructions (whether oral or in writing) in relation to the Goods, including, without limitation, storage instructions and "Expiry" dates;
- b) keep the Goods at an appropriate temperature;
- c) keep Goods held under ambient storage free from condensation; and
- d) not misuse or alter or repair the Goods without RECKITT prior written approval.

10.3 Sale of RECKITT Goods

Goods are sold to You on the condition that

- a) You have all relevant licences, permits and authorisations required to sell the Goods (including, where relevant, a valid retail distribution permit or wholesale distribution authorisation issued by DMA for the sale and distribution of healthcare Goods); and
- b) if Goods are subject to any restrictions on sale (including restrictions on the sale of healthcare Goods so that they are made by persons appropriately authorised, biocidal products, cosmetics or medical devices), You supply such Goods only in compliance with all applicable Danish and EU regulations governing the relevant product category (including where appropriate via authorised persons only and in compliance with any applicable storage, presentation and age verification requirements).
- c) Without limiting the generality of Condition 10.3(c), where the Goods are non-prescription medicinal products (in Danish: håndkøbslægemidler) approved for sale outside pharmacies, You shall ensure that such Goods are (i) kept under staff supervision at all times, (ii) displayed separately from non-medicinal goods with clear signage indicating that the products are medicinal products, (iii) placed at a minimum height of 140 cm above floor level, and (iv) sold in compliance with any applicable age verification requirements and quantity restrictions per customer, all as required under applicable Danish law and guidelines issued by the DMA.

11. SAFETY FIRST

11.1 RECKITT Product Guidelines

You shall comply at all times with RECKITT written instructions and all written guidelines issued from time to time by RECKITT relating to the Goods concerning their storage, application, resale, recall and use and You shall refer Your employees and Your customers to such instructions and guidelines. RECKITT instructions, guidelines and requirements set out in Conditions 11 and 12 override any of Your procedures, instructions or guidelines.

11.2 Your Product Recall Policy

On request from RECKITT, You shall provide RECKITT with a copy of Your product recall policy.

11.3 Your Co-Operation

Notwithstanding any other Condition, if RECKITT notify You in writing of any defect in or relating to the Goods previously delivered to You at any time or any error or omission which exposes or may expose consumers to any risk of death, injury or damage to property, You shall co-operate fully and promptly with any steps taken by RECKITT under Conditions 11.4 to 11.7 (inclusive) below.

11.4 Recall Mechanisms

RECKITT may, at RECKITT discretion, recall any Goods already sold by RECKITT to RECKITT customers (whether for a refund or credit or for replacement of the Goods which shall in each case be determined by RECKITT at RECKITT discretion) ("Product Recall") and/or issue any written or other notification to RECKITT customers about the manner of use or operation of any Goods already sold by You to Your customers.

11.5 Your Necessary Assistance in a Recall Situation

If there is a Product Recall You will co-operate with RECKITT to ensure that the Product Recall is promptly and effectively dealt with including without limitation (where requested by RECKITT or RECKITT agent);

- a) advising promptly, and providing details to RECKITT of, all retail outlets and trade customers (if any) to whom Recalled Goods have been supplied, and request such outlets and customers to comply with obligations equivalent to those in Conditions 11.4 to 11.7 (inclusive);
- b) ceasing to sell or distribute Recalled Goods;
- c) removing Recalled Goods from shelves at retail outlets and warehouses, returning them to Your central location, isolating them from other Goods and labelling them as "QUARANTINED", ensuring that the Recalled Goods are not sold and making the Recalled Goods available for collection by RECKITT;
- d) if specifically requested by RECKITT, destroying the Recalled Goods in accordance with RECKITT guidelines and, if required by RECKITT, under the supervision of RECKITT personnel or agent;
- e) carrying out stock audits to ensure all Recalled Goods have been identified and removed;
- f) appropriately displaying product recall notices, provided by RECKITT, at all outlets;
- g) providing contact details (including 24 hour telephone contact) of Your relevant personnel responsible for arranging the Product Recall;
- h) allowing RECKITT personnel or agents reasonable access to Your premises to allow audits to take place to check the effectiveness of the Product Recall;
- i) ensuring all of Your relevant personnel are aware of and prepared for applying the Product Recall procedures set out in Condition 11; and
- j) promptly completing and return to RECKITT any RECKITT Product Recall checklists that RECKITT provide to You.

11.6 Communication of a Recall

A Product Recall and procedures relating to it may be communicated to You by RECKITT by any reasonable means including without limitation via telephone, fax, e-mail and trade publications. You will not make any public statement regarding a Product Recall without RECKITT prior written consent.

11.7 Your Obligation to Update RECKITT on Recall Status

On request from RECKITT, You shall report on how You have implemented the Product Recall procedures set out in this Condition 11 and the requirements set out in Condition 12.

11.8 Renewal of Supply

RECKITT may, at RECKITT absolute discretion, only supply Goods once RECKITT are satisfied that You have complied with the obligations set out at Conditions 11.4 to 11.7 (inclusive).

11.9 Your Obligations

If You do not comply with Conditions 11.4 to 11.7 (inclusive) then RECKITT, subject to Condition 9.2, shall have no liability (including without limitation product liability and liability arising from RECKITT negligence) for the Recalled Goods to the extent that Your failure so to comply causes loss or damage.

11.10 Recall Compensation

Without prejudice to any other right or remedy available to You, if RECKITT do initiate a Product Recall then, subject to Condition 11.9, RECKITT shall pay to You as compensation:

- a) a refund of the price paid by You to RECKITT for the Recalled Goods; and/or
- b) reimburse You for any liability You directly incur to Your retail consumers (but not any other type of customer) in relation to Recalled Goods, to the extent You are legally obliged to incur such liability to the customer in the absence of special contractual conditions.

11.11 RECKITT Limitation of Liability

Subject to Conditions 11.10 or Condition 9.2, RECKITT shall have no liability to You:

- a) in contract, under statute or otherwise (including, without limitation, negligence) or otherwise for the Recalled Goods or other liability incurred relating to the Product Recall; nor
- b) for any Product Recall charges, expenses or penalties (including without limitation fixed charges) whether notified to RECKITT at all, or before or after a Product Recall.

11.12 Legal Scope of Your Obligations

You shall use all reasonable endeavours to ensure that Your customers, (and in turn Your customers' customers) who are not retail consumers, are contractually obliged to comply with provisions equivalent to those of Conditions 11 and 12.3.

12. HOW RECKITT DEAL WITH CONSUMER COMPLAINTS

12.1 RECKITT Deal with Complaints

You are not authorised to make any representation on RECKITT behalf in response to any consumer or other complaint.

12.2 RECKITT Consumer Care Line Information

Subject to Condition 12.4, in the event of receipt of any complaint or query from a consumer in relation to RECKITT Goods, please direct the consumer to RECKITT consumer care line number (which is usually marked on RECKITT Goods).

12.3 Scope of RECKITT Liability If You Decide to Deal with Consumer Complaints

If You or Your customer deals with a consumer's complaint in relation to any Goods without reference to RECKITT, then RECKITT shall have no liability except to the extent that RECKITT are liable to You under these Conditions, to a maximum of the price at which RECKITT sold the Goods (being the single item in respect of which the customer has complained) to You and RECKITT shall, without prejudice to the generality of the foregoing, have no liability to You for Your costs or expenses, administrative or otherwise. RECKITT shall have no liability under this Condition 12.3 unless You provide details of the reason for the complaint, the date of the complaint, the quality code for the relevant Goods and name and address of the relevant consumer (in all cases, where available and subject to any applicable laws applying to the sharing of such information as aforesaid).

12.4 Healthcare Products

You will report to RECKITT any comment made by any person relating to the efficacy of any of the Goods that are healthcare products, including, without limitation, any adverse event, any report of Products being used during pregnancy, any report that one of the Products is ineffective, and any report of Products being given to a child of an age for which the Products are not licensed (a "Report").

You will ensure that such Reports include at least the Minimum Information, where Minimum Information means:

- a) a description of the event;
- b) a description of the Product involved (along with any other medical products involved);
- c) the identity of the subject involved; and
- d) the identity of the person reporting the event.

You will ensure that Reports are made no later than the next Working Day after they are received by You, and are sent by e-mail to RECKITT at: Health.Orders.DK@reckitt.com or as otherwise advised in writing by RECKITT.

You will ensure that Your staff are appropriately trained so as to ensure the correct performance of the obligations set out in this Condition 12.4.

13. SUB-CONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

13.1 Assignment and Sub-Contracting

You are not entitled to assign, charge, subcontract or transfer the Order or any part of it without RECKITT prior written consent. RECKITT may assign, charge, subcontract or transfer the Order or any part of it to any person.

13.2 Third Party Rights

Save where these Conditions expressly reserve rights in respect of a Party's group companies, no third party shall acquire any rights under these Conditions or any Order.

14. FORCE MAJEURE

14.1 Events which cannot be reasonably controlled

Each Party shall not be liable to the other Party for failure or delay in meeting its obligations under an Order to the extent that such failure or delay is attributable to circumstances beyond that party's reasonable control or those of its suppliers and sub-contractors (including, without limitation, Acts of God, pestilence, crop failure, disease, raw material shortages which affect availability of a product, fire, flood, lightning, war, revolution, pandemic acts of terrorism, strikes, lockouts or other industrial action or failure of IT systems) ("Force Majeure Event") provided that the Party whose performance of obligations under these Conditions is delayed or will not be completed promptly notifies the other part of such Force Majeure Event.

14.2 Impact of such Force Majeure Events

In the event that the Force Majeure Event continues for an uninterrupted period of 8 weeks from receipt of notice under Condition 14.1, or for an interrupted period of more than 12 weeks in any 52 week period, either Party may terminate the Order and any Orders then outstanding under these Conditions.

15. BREAKING OR TERMINATING THE AGREEMENT

15.1 RECKITT Suspension and Termination Rights

Each Party may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the other party) immediately terminate all Orders made pursuant to these Conditions if:

- a) the other Party commits a material breach of any of its obligations under these Conditions (including any Order hereunder) which is incapable of remedy;
- b) the other Party fails to remedy a breach of its obligations under these Conditions (including any Order hereunder) which is capable of remedy, or persists in any breach of any of its obligations under these Conditions (including any Order hereunder) after having been requested in writing by the first Party to remedy or desist from such breach within a period of 14 days;
- c) any attachment or enforcement is levied upon any of the other party's goods or property and is not paid out within 7 days of it being levied;
- d) the other Party (being a partnership) or Your partner offers to make any arrangements with or for the benefit of its creditor or its partner generally or there is presented in relation to it or its partner a petition of bankruptcy;
- e) the other Party (being a limited company) is deemed to be unable to pay its debts within the meaning of section 17(2) of the Danish Bankruptcy Act (in Danish: konkursloven) or the other Party calls a general meeting for the purpose of passing a resolution to wind up its company, or such a resolution is passed or it presents or has presented a petition to wind up or present or have presented a petition to appoint a liquidator to the whole or any part of its business, undertaking, property or assets;
- f) the other Party ceases, or threaten to cease, to carry on business; or
- g) a secured lender of the other Party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;
- h) the other Party suffers or undergoes any procedure analogous to any of those specified in Conditions 15.1(c) to (g) inclusive above or any other procedure available in the country in which it is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;
- i) the other Party undergoes a change of Control and for the purposes of this Condition 15.1(i), "Control" means the power to direct the management and policies of a legal entity, whether through the ownership of voting rights, by contract or otherwise in accordance with section 7 of the Danish Companies Act (in Danish: selskabsloven);
- j) the other Party acts or omits to act in such a way as would in the first party's reasonable opinion bring the first Party into disrepute or otherwise damage the first party's reputation; or
- k) the first Party reasonably believes that any of the events specified in Condition 15.1(a) to (j) inclusive above is about to occur in relation to the other party.

Without prejudice to any right or remedy available to RECKITT, RECKITT may suspend further performance of any of RECKITT obligations under these Conditions (including all Orders hereunder) or delivery of Goods or stop any Goods in transit or by notice in writing to You if any of the events specified in Condition 15.1(a) to (j) inclusive above happens or is about to occur in relation to You.

15.2 Payments Due at Termination

Notwithstanding any such termination or suspension in accordance with Condition

15.1 above, You shall pay RECKITT at the appropriate rate under these Conditions for all Goods delivered up to and including the date of suspension or termination and the termination of these Conditions or any other contract for whatever reason shall not affect the rights or remedies of either Party in respect of any previous breach or in respect of any sum owing to or becoming owing to the other.

15.3 Survival of Certain Provisions After Termination

Any termination of any Order, or these Conditions, (for whatever reason) shall not affect the coming into force of the continuance in force of any provision of these Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

16. LEGAL NOTICES

16.1 Formal Communication with RECKITT

All notices between the Parties about any matter arising under these Conditions must be in writing and delivered by hand, sent by registered post or by e-mail:

- a) (in the case of notices to RECKITT) to RECKITT registered office marked for the attention of the General Manager or such other address as shall be notified by RECKITT to You in accordance with this Condition 16; or
- b) (in the case of notices to You) to any address of Yours as set out in RECKITT price and customer file or such other address as shall be notified to RECKITT by You in writing.

16.2 Receiving Notices

Notices shall be deemed to have been received:

- a) if sent by registered post, 3 Working Days after posting (exclusive of the day of posting);
- b) if delivered by hand, on the day of delivery or, if that is not a Working Day in the country of the recipient, the first Working Day after delivery; or
- c) if sent by e-mail, at the time of transmission as evidenced by the sender's transmission report, provided that the notice shall not be deemed to have been given if the sender receives a bounce-back or other error message indicating that delivery has been unsuccessful.

17. EVERYTHING ELSE

17.1 RECKITT Intellectual Property Rights

Any Intellectual Property Rights created by RECKITT in the course of the performance of an Order or otherwise in the manufacture of the Goods shall remain RECKITT property. Nothing in these Conditions shall be deemed to have given You a licence or any other right to use any of RECKITT Intellectual Property Rights. You shall not take any action which denigrates RECKITT trade marks or in any way devalues the good will associated with RECKITT Goods (including without limitations altering RECKITT trade marks in any way or using on goods similar to RECKITT Goods any marks or any-get up similar to that associated with RECKITT Goods).

17.2 Compliance

You shall at all times comply with all applicable laws and regulations in force and Reckitt's Third Party Code of Conduct, found at <https://www.reckitt.com/our-company/policies-reports/>. You shall not contravene or circumvent any Sanctions, nor do, or omit to do, any act that will cause or lead RECKITT to contravene any Sanctions. You warrant that (i) neither You, Your subsidiaries, or parent companies, (ii) nor Your directors, officers or employees, (iii) nor, to the best of Your knowledge, Your subcontractors or agents who will perform activities in connection with these Conditions, is a Sanctions Target. You shall notify RECKITT immediately in writing if it or any such person becomes a Sanctions Target or contravenes Sanctions during the term of this Agreement. Breach of this clause shall constitute a material breach of these Conditions.

17.3 Structure

Nothing in these Conditions shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

17.4 Waiver

The rights and remedies of either Party in respect of these Conditions shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance, or extension of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies. The waiver by either Party of any breach of these Conditions shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

17.5 Severance

If at any time any one or more of these Conditions (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions and the validity and / or enforceability of the remaining provisions of these Conditions shall not be in any way affected or impaired as a result of that omission.

17.6 Amendments

Any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing by one of RECKITT authorised signatories.

17.7 Confidentiality

Each Party shall keep confidential all confidential or sensitive information of the other Party (the "Discloser"), including without limitation all written or oral information or information in electronic form which is designated as confidential by the Discloser or which by virtue of its character or the circumstances or manner of its disclosure is evidently of a confidential nature (which shall include, but not be limited to, documents, drawings, specifications data, toxicological data, graphics, letters and samples, electronically transmitted documents, and e-mails) ("Confidential Information") and shall not, without the prior written consent of the Discloser, disclose any Confidential Information to any third party and the Party receiving the Confidential Information (the "Recipient") shall only disclose such Confidential Information to those of the Recipient's employees (or those employees of its group companies), consultants, agents, sub-contractors or advisers who need to know such Confidential Information for the purposes of performing the Recipient's obligations under these Conditions and who are bound by duties of confidentiality no less onerous than those contained in this Condition 17.6, which the Recipient agrees to enforce at its expense and the Discloser's request.. Each party shall use the Discloser's Confidential Information solely for the performance of their obligations under these Conditions. The provisions of this Condition 17.6 shall survive termination of any Order or of these Conditions.

17.8 What You Say About RECKITT Goods

You agree that in respect of the Goods You shall not engage in any unfair trade practices or make any false or misleading statement or representations in advertising, printed material or otherwise with respect to any of the Goods bearing RECKITT name or trade marks or other Intellectual Property.

18. THE COURTS & LAW WHICH GOVERN RECKITT RELATIONSHIP

These Conditions and any dispute or claim arising out of or in connection therewith shall be governed by and be construed in all respects in accordance with Danish law. Any dispute or claim arising out of or in connection with these Conditions shall be subject to the exclusive jurisdiction of the Danish Courts, to which the Parties irrevocably submit.