

1. OFFER AND ACCEPTANCE

1.1. This purchase order (“**Purchase Order**”) is an offer by AstraZeneca to buy from Supplier and becomes a binding contract solely on the terms and conditions of this Purchase Order when accepted by Supplier by the placing into production, in whole or in part, of any goods, the shipment of such goods or the performance of all or any portion of the Goods/Services that are subject to this Purchase Order. If this Purchase Order is issued pursuant to an existing written definitive Agreement between AstraZeneca and Supplier (“**Definitive Agreement**”), other than an existing Purchase Order, the terms contained in this Purchase Order shall be in addition to the terms of such Definitive Agreement; provided that in the event of any inconsistency or conflict between the terms of this Purchase Order and the terms of such Definitive Agreement, the terms of such Definitive Agreement shall govern.

2. CHANGE OF GOODS/ SERVICES, PRICING & DELIVERIES

- 2.1. The price of the Goods or Services shall be stated in the Purchase Order, and, unless AstraZeneca otherwise agrees in writing shall be exclusive of value added tax but inclusive of all charges for packaging, packing, carriage, crating, freight, insurance and delivery of the Goods to AstraZeneca and any duties, taxes, import or levies now imposed or hereafter becoming effective incurred by the Supplier. The Purchase Order shall be filled at prices no higher than those appearing in the Purchase Order, or, if no price appears, then at prices no higher than those quoted to AstraZeneca, within advance written approval by AstraZeneca.
- 2.2. At any time during the term of the Purchase Order, AstraZeneca may require changes to the Goods or Goods/Services and if so, it shall notify Supplier in writing. Supplier shall respond to any change request within three (3) days. If any such variation causes an increase or decrease in the price to be paid, the parties shall negotiate in good faith an equitable adjustment to pricing and Supplier shall provide a price breakdown to assist in AstraZeneca’s evaluation. Supplier shall not implement such change, and AstraZeneca shall not be liable for any change to the scope of the Goods/Services or the related pricing, unless the parties have agreed in writing to such change and the related pricing.
- 2.3. Deliveries shall be made in the quantities, on the dates, and at the times specified by AstraZeneca in this Purchase Order or in any subsequent releases or instructions AstraZeneca issues under this Purchase Order. If Goods are delivered to AstraZeneca in excess of quantities ordered, AstraZeneca shall not be bound to pay for the excess which will be and will remain at Supplier’s risk and will be returnable at Supplier’s cost. If delivery is not made in the quantity or quantities and at the time or times specified, AstraZeneca shall have the right, at its option, to cancel the entire order or that part of the same not so delivered. Delivery shall not be deemed to be complete and the risk of loss, damage or destruction shall be upon Supplier until the goods have been received and accepted by AstraZeneca, notwithstanding any agreement to pay freight, express or other transportation charges. All deliveries must include a packing slip with each shipment that includes the Purchase Order number, the requestor’s name and the date of shipment.

3. PAYMENT

3.1. Supplier shall deliver an invoice for fees and authorized expenses. Within seventy-five (75) days after the receipt by AstraZeneca of a satisfactory invoice, AstraZeneca shall issue

payment to Supplier for the applicable amount. AstraZeneca shall have no obligation to reimburse Supplier for authorized expenses that are not invoiced within ninety (90) days after the date on which Supplier incurred such expense, or pursuant to the payment schedule, whichever is later.

- 3.2. All invoices shall include a valid Purchase Order number, which shall be provided to the Supplier by AstraZeneca. The invoice shall indicate the Supplier's AstraZeneca contact person and shall also include details of the Goods/Services provided and an accounting of all reimbursable expenses incurred, including supporting documentation. Each invoice submitted by Supplier shall clearly delineate fees for Goods/Services provided in Canada and shall specify the province in which such Goods/Services were rendered.
- 3.3. Supplier acknowledges and accepts the right of AstraZeneca to withhold amounts from any payments made to Supplier under this Purchase Order related to taxes, duties or other charges where AstraZeneca deems such withholding to be required under any applicable laws, regulations or rules and AstraZeneca shall not be liable to Supplier in any manner for amounts so withheld or remitted.
- 3.4. Supplier agrees to submit all invoices and any corresponding credit notes to AstraZeneca electronically through the electronic transaction program designated by AstraZeneca details of which can be found on www.astrazeneca.com on the "Supplier Information" tab or by going to <https://www.astrazeneca.com/az-suppliers.html>, as amended from time to time. AstraZeneca will indicate the electronic transaction program applicable to the Service Provider for each invoice..
- 3.5. AstraZeneca reserves the right to set off any amount owing at any time from Supplier to AstraZeneca against any amount payable by AstraZeneca to Supplier under the Purchase Order.

4. RELATIONSHIP OF PARTIES

- 4.1. Supplier agrees that it is acting as an independent contractor and that the relationship between Supplier and AstraZeneca shall not constitute a partnership, joint venture or agency. Neither Supplier nor any of Supplier's employees or agents (collectively referred to herein as the "**Employees**"): (i) is an employee, agent or legal representative of AstraZeneca; or (ii) shall have any authority to represent AstraZeneca or to enter into any contracts or assume any liabilities on behalf of AstraZeneca. Supplier retains all of the rights and privileges of sole employer of its Employees, including, without limitation, the right to control, hire, discipline, compensate and terminate the employment of such Employees. Neither Supplier nor any of its Employees shall have any right to receive any employee benefits that are in effect generally for AstraZeneca employees.

5. INTELLECTUAL PROPERTY

- 5.1. All materials, documents, data, software, information and inventions supplied to Supplier by or on behalf of AstraZeneca (including AstraZeneca compounds, if applicable) and all intellectual property rights vesting therein, shall be and remain the sole and exclusive property of AstraZeneca. Supplier shall use such property only for the purposes contemplated by this Purchase Order and shall not use such property for the benefit of, or disseminate such property to, any third parties. Supplier shall deliver all such property to AstraZeneca upon expiration or termination of this Purchase Order or at such earlier time

as directed by AstraZeneca. intellectual property rights means (i) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, domain names, know-how and rights in confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights).

5.2. Supplier shall make full disclosure to AstraZeneca of all materials, documents, forms, data, software, work, reports, results, presentations, writings, ideas, designs and other information in any form that are created, generated, developed, written, conceived or made by Supplier, its employees or permitted subcontractors (whether solely or jointly with others) as a result of or in connection with the Goods/Services and any and all intellectual property rights with respect thereto (collectively, "**Work Product**"). All Work Product shall be the sole and exclusive property of AstraZeneca and Supplier hereby irrevocably assigns and shall cause each of its Employees and permitted subcontractors to assign to AstraZeneca in perpetuity, without additional consideration, all of such parties' respective rights, titles and interests worldwide in and to such Work Product. Supplier shall cause each of its Employees and permitted subcontractors to waive, for the benefit of AstraZeneca, all of his/her respective moral rights in or to the Work Product. At AstraZeneca's request and expense, Supplier shall, and shall cause its Employees to, execute all documents and take all actions that AstraZeneca reasonably deems necessary to perfect AstraZeneca's ownership of the Work Product.

5.3. Any material that forms part of the Work Product that was created, developed, written or conceived by Supplier prior to the date on which Supplier was engaged by AstraZeneca in connection with the Goods/Services, shall be collectively referred to herein as the "**Supplier Materials**". AstraZeneca agrees that Supplier retains all intellectual property rights and ownership in Supplier Materials.

5.4. If Goods/Services are performed in the U.S., Supplier agrees that all Work Product that is copyrightable subject matter shall be considered "work made for hire", within the meaning of the copyright laws of the United States and that AstraZeneca is and shall be the sole author of the Work Product and the sole owner of all rights therein in perpetuity.

6. CONFIDENTIAL INFORMATION

6.1. Supplier acknowledges and agrees that in the performance of the Goods/Services, it will have access to, or become acquainted with, information that AstraZeneca considers confidential. For purposes of this Purchase Order, subject to the exceptions set out below, "**Confidential Information**" shall mean all confidential, proprietary or trade secret information, property or materials of AstraZeneca or its affiliates and any derivatives, portions or copies thereof, including, without limitation, information resulting from or in any way related to: (a) the Goods/Services; (b) the business practices, plans or relationships of AstraZeneca or its affiliates; and (c) any other information or material that AstraZeneca designates as Confidential Information. Supplier shall keep all Confidential Information in strict confidence and shall not, at any time during the Term of this Purchase Order and for ten (10) years after the expiration or earlier termination of this Purchase Order, without AstraZeneca's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any item of Confidential Information to any third party. Supplier shall use the Confidential Information only in connection with the performance of the Goods/Services hereunder and for no other purpose. If Supplier becomes aware of

unapproved disclosure or misuse of any Confidential Information, it will immediately notify AstraZeneca and take reasonable steps to prevent further disclosure or misuse.

7. INDEMNIFICATION

7.1. Each party shall defend, indemnify and hold harmless the other party, its affiliates and its and their respective officers, directors, partners, shareholders, employees and agents from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses, including, without limitation, legal fees (collectively, “**Claims**”), arising out of or in connection with (i) the negligence, fraud or wilful misconduct or wrongful act of the indemnified party or (ii) any breach by the indemnifying party of any of its representations, warranties, covenants or other obligations under this Purchase Order, except in each case, to the extent that: (a) such Claim arises as a result of the negligence, fraud or wilful misconduct or wrongful act of the indemnified party, its affiliates or its or their respective officers, directors, partners, shareholders, employees or agents; and/or (b) the indemnified party has failed to provide notice of such Claim to the indemnifying party within thirty (30) days after its receipt thereof and such delay has caused the indemnifying party prejudice in its ability to defend such Claim.

8. LIMITATION OF LIABILITY

8.1. In no event will AstraZeneca be liable for damages in excess of the amounts paid to Supplier by AstraZeneca pursuant to this Purchase Order or any indirect, consequential, special or punitive damages.

9. INSURANCE

9.1. Supplier shall keep and maintain during the term of this Purchase Order and for a reasonable period thereafter, insurance coverage of the types and in the amounts typically carried by providers of Goods/Services in Supplier’s field of business.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1. Supplier represents, warrants and covenants that: (i) it has all required capacity to enter into this Purchase Order and be bound by the obligations provided hereunder; (ii) its execution of this Purchase Order and the performance of its obligations hereunder do not and will not constitute a violation or breach of any obligation of any Purchase Order between Supplier and any other party; and (iii) it has, or at the time of delivery will have, good and marketable title to the Work Product, free and clear of all liens and encumbrances of any kind whatsoever and the products, materials and parts incorporated into the Work Product, do not infringe any intellectual property right of any third party.

10.2. Supplier represents, warrants and covenants that, at all times during the term of this Purchase Order, it and its employees will: (i) be qualified by training and experience with appropriate expertise to perform the Services and/or provide such Goods; (ii) have, appropriate licenses, approvals and certifications necessary to perform safely, adequately and lawfully their obligations under this Purchase Order; (iii) perform the Services and/or provide such Goods with care, skill and diligence, in accordance with applicable laws and generally accepted industry and professional standards, including, if applicable, IMC Medicines Canada standards.

11. COMPLIANCE/ANTI-CORRUPTION LAWS

- 11.1. Supplier acknowledges that all payments made pursuant to this Purchase Order are at fair market value in exchange for the Goods/Services provided thereunder and are not in any way an incentive or reward for past, present or future willingness to, or as an inducement to, reimburse, prescribe, supply, administer, recommend, authorise, approve, or buy any product or service sold or provided by AstraZeneca or its affiliates, or as an incentive to grant an interview for any sales and marketing purposes, or to secure any improper advantage for AstraZeneca or its affiliates.
- 11.2. Supplier recognizes AstraZeneca's commitment to work only with suppliers who embrace the standards of ethical behavior consistent with AstraZeneca's Expectations of Third Parties Handbook, a copy of which can be found on www.astrazeneca.com or by clicking the "Resources" tab on <https://www.astrazeneca.com/sustainability.html>, as amended from time to time, and in particular those principles in the Section "Anti-Bribery and Anti-Corruption" as amended from time to time ("Supplier Expectations").
- 11.3. Trade Controls. Supplier represents and warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. AstraZeneca has the right, at AstraZeneca's sole expense, to conduct screening checks of Supplier, including verification of Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that Supplier is an international sanctioned party or is in violation of embargo regulations, AstraZeneca may terminate this Contract for breach as provided in Condition 12 (*Termination*) below.
- 11.4. Supplier agrees to observe and comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and the provisions of any other applicable federal, provincial, municipal, or other laws, regulations, decisions, orders, judgments, rulings or regulatory requirements applicable to either party from time to time that address the collection, use, transfer or disclosure of personal information or personal health information.
- 11.5. Compliance/Anti-Corruption Laws. Supplier shall ensure that neither it nor any of its officers, employees, directors, consultants, agents, representatives or sub-contractors (i) take any action which could render AstraZeneca or any AstraZeneca group company liable under the Canadian Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or any other applicable laws and regulations for the prevention of fraud, bribery and corruption, racketeering, money laundering and/or terrorism or (ii) cause any employee of AstraZeneca or its Affiliates to be in breach of AstraZeneca's Code of Ethics (available at: <https://www.astrazeneca.com/sustainability/resources.html#code-of-ethics-0>), as in force from time to time.
- 11.6. Supplier agrees that: (i) it will neither offer to, nor accept from (and shall ensure that none of its employees will offer to or accept from), AstraZeneca or its representatives, any gift or entertainment which might reasonably be believed to have significant influence on business negotiations or transactions; provided that any gift or entertainment with a value of \$100.00 or less is acceptable; (ii) any business trips required by AstraZeneca employees in conjunction with the business relationship with Supplier will be paid for fully

by AstraZeneca and no offer will be made by Supplier to the contrary; and (iii) it will not discredit AstraZeneca's products, Goods/Services, or personnel.

11.7.If Supplier is a U.S. entity, it/he/she represents, warrants and covenants that it/he/she is not currently using, and will not in the future use, in any capacity, in connection with the performance of the Goods/Services, the Goods/Services of any firm or person debarred or subject to debarment under 21 U.S.C. § 335(a) or otherwise disqualified or suspended from performing the Goods/Services or otherwise subject to any restrictions or sanctions by the Food and Drug Administration or any other governmental or regulatory authority or professional body with respect to the performance of the Goods/Services.

12. TERMINATION

12.1.AstraZeneca may at any time and for any reason terminate Agreement, in whole or in part, be giving Supplier written notice whereupon all work on the Agreement shall be discontinued and AstraZeneca shall pay to Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of profits or any consequential loss.

12.2.AstraZeneca shall have the right to terminate the Purchase Order immediately on notice in the event of any breach by Supplier of its obligations or representations under these terms and conditions and AstraZeneca shall have no liability to Supplier for any fees, reimbursements or other compensation or for any loss, cost, claim or damage resulting, directly or indirectly, from such termination. This Purchase Order will expire or terminate once services are rendered and/or goods delivered to AstraZeneca's satisfaction, unless terminated earlier for breach.

12.3.Upon termination of the Purchase Order, Supplier shall cease performance of the Goods/Services and at AstraZeneca's option, either destroy or return to AstraZeneca all Confidential Information; and deliver to AstraZeneca all Work Product. In the event of a termination of this Purchase Order, Supplier will be entitled to receive any compensation due and payable under this Purchase Order, but not yet paid as of the effective date of termination; and payment of all expenses reimbursable under this Purchase Order that are paid or incurred by Supplier prior to the effective date of termination.

13. AUDITS

13.1. Supplier agrees to keep or cause to be kept, receipts, accurate records and books of account in accordance with generally accepted accounting principles showing information evidencing the Goods/Services performed by Supplier hereunder.

13.2. For the Term and six (6) years thereafter, Supplier shall for the purpose of auditing and monitoring its performance of this Purchase Order grant (or procure the grant) to AstraZeneca, its affiliates, any auditors of any of them and any regulatory authority the right of access to any premises of Supplier, its affiliates or any sub-contractors used in connection with this Purchase Order, together with a right to access personnel and records that relate to this Purchase Order ("**Audit**").

13.3. AstraZeneca shall provide notice of its intent to conduct an Audit at least five (5) business days prior to such inspection. Supplier shall provide or procure all co-operation and assistance during normal working hours reasonably required by AstraZeneca for the

purposes of an Audit. AstraZeneca shall require that any auditor enters into a confidentiality agreement equivalent to all material respects noted above. AstraZeneca shall instruct any auditor or other Person given access in respect of an Audit to cause the minimum amount of disruption to the business of Supplier and its affiliates and to comply with relevant building and security regulations.

13.4. The parties shall bear their own costs of an Audit or rendering of assistance.

14. ADVERSE EVENT REPORTING

14.1. If Supplier becomes aware of an Adverse Event (“AE”) involving any AstraZeneca product during the course of performing the Services and/or providing such Goods, the Supplier shall be required to report Adverse Events to AstraZeneca in accordance with AstraZeneca policies and procedures, which includes employee training and maintenance of records. An “**Adverse Event**” or “**AE**” is the development of an undesirable medical condition or the deterioration of a pre-existing medical condition following or during exposure to a pharmaceutical product, whether or not considered causally related to the product. An undesirable medical condition can be symptoms (e.g., nausea, chest pain), signs (e.g., tachycardia, enlarged liver) or the abnormal results of an investigation (e.g., laboratory findings, electrocardiogram). It also includes reports of lack of efficacy, use of drug in pregnancy (whether or not the outcome is known), product quality complaints with associated adverse event, drug overdose (with or without associated symptoms), drug misuse, suspected drug interactions and suspected transmission of an infection agent.

15. INSPECTIONS

15.1. Acceptance of Goods/Services under this Purchase Order is subject to AstraZeneca’s inspection and testing. AstraZeneca shall have 30 days after receipt of the Goods/Services under this Purchase Order in which to inspect, test and accept or reject such Goods/Services. With respect to any latent defects in such Goods/Services, AstraZeneca shall have 30 days after its discovery thereof to notify Supplier of such defects. Notwithstanding the foregoing, AstraZeneca is not required to perform incoming inspections of any Goods/Services, and Supplier waives any right to require AstraZeneca to conduct any such inspections. Supplier shall not substitute any goods for the Goods/Services covered by this Purchase Order unless AstraZeneca consents in writing. If AstraZeneca rejects any goods as non-conforming, AstraZeneca may, at its option: (a) reduce the quantities of Goods/Services ordered under this Purchase Order by the quantity of non-conforming Goods/Services; (b) require Supplier to replace the non-conforming Goods/Services; and/or (c) exercise any other rights or remedies available under this Purchase Order, at law or in equity. If Supplier fails to inform AstraZeneca in writing of the manner in which Supplier desires that AstraZeneca dispose of non-conforming Goods/Services within 48 hours of notice of AstraZeneca’s rejection of non-conforming Goods/Services, AstraZeneca shall be entitled to dispose of the non-conforming Goods/Services without liability to Supplier; provided, however, that in any event AstraZeneca may elect to arrange for the shipment of any non-conforming Goods/Services back to Supplier at Supplier’s expense. Supplier shall bear all risk of loss, damage or destruction with respect to all non-conforming Goods/Services and shall promptly pay or reimburse all costs incurred by AstraZeneca to return, store or dispose of any non-conforming Goods/Services. AstraZeneca’s payment for any non-conforming Goods/Services shall not constitute acceptance by AstraZeneca, limit or impair

AstraZeneca's right to exercise any rights or remedies, or relieve Supplier of responsibility for the non-conforming Goods/Services.

- 15.2. If any regulatory authority: (i) contacts Supplier with respect to the Goods/Services; (ii) conducts, or gives notice of its intent to conduct, an inspection of Supplier; or (iii) takes, or gives notice of its intent to take, any other regulatory action alleging improper or inadequate practices with respect to any activity of Supplier, whether or not in connection with the Goods/Services, Supplier shall notify AstraZeneca within three (3) business days after such contact or notice, or sooner if necessary to permit AstraZeneca or its authorized representatives to be present at, or otherwise participate in, any such inspection or regulatory action with respect to the Goods/Services. AstraZeneca or its authorized representatives shall have the right to be present at and to participate in any such inspection or regulatory action with respect to the Goods/Services and Supplier shall provide AstraZeneca with copies of all documentation issued by any regulatory authority in connection with any such inspection or regulatory action and any proposed response thereto.

GENERAL PROVISIONS

16. Assignment

- 16.1. Supplier shall not assign its obligations under this Purchase Order without the prior written consent of AstraZeneca. AstraZeneca may assign its rights and obligations under this Purchase Order without Supplier's prior written consent.

17. Remedies

- 17.1. The rights and remedies of the parties described herein are cumulative and are in addition to and without prejudice to any other right or remedy available at law or in equity.
- 17.2. Without prejudice to any other right or remedy which AstraZeneca may have, if any Goods or Services are not supplied in accordance with, or Supplier fails to comply with, any of the terms of the Agreement, AstraZeneca may exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by AstraZeneca:
- 17.2.1. to cancel the Agreement and treat the Agreement as having never been entered into; and/or
 - 17.2.2. to reject the Goods or Services (in whole or in part) and in the case of Goods return them to the Supplier at the Supplier's risk and cost on the basis that a full refund for such Goods shall be paid forthwith by the Supplier; and/or
 - 17.2.3. at AstraZeneca's option to give Supplier the opportunity at Supplier's cost either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled; and/or
 - 17.2.4. to refuse to accept any further deliveries of the Goods or Services but without any liability to Supplier; and/or

17.2.5. to carry out at Supplier's cost any work necessary to make the Goods or Services comply with the Agreement; and/or

17.2.6. to claim such damages as may have been sustained in consequence of Supplier's breaches of the Agreement.

18. Cyber Security

18.1. Seller shall maintain adequate administrative, technical, and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice. Seller shall notify AstraZeneca, in writing, about any security incident affecting or which may affect any IT infrastructure or data or facilities owned, leased or used by Seller, which may affect the Contract without undue delay and in any event within 24 hours after Seller becomes aware of or suspects that a security incident has occurred. Such notification will be, in the first instance, sent by e-mail to the following e-mail address: SOCITSecurity@astrazeneca.com and immediately followed up by telephone to 0044 1625 513080.

19. Interpretation

19.1. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Except as expressly provided for herein, if any payment is required to be made or other action is required to be taken pursuant to this Purchase Order on a day which is not a business day, then such payment or action shall be made or taken on the next business day. The term "including" or "includes" as used in this Purchase Order means "including, without limitation". References to "writing" or "written" include any modes of reproducing words in a legible and non-transitory form but do not include writing on the screen of a visual display unit or other similar device. The wording of this Purchase Order shall be deemed to be mutually chosen by the parties and no rule of strict construction shall be applied against any party.

20. Waiver

20.1. A waiver of any default, breach or non-compliance under this Purchase Order is not effective unless in writing and signed by the party to be bound by the waiver. The waiver by a party of any default, breach or non-compliance under this Purchase Order will not operate as a waiver of that party's rights under this Purchase Order in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

21. Governing Law, Jurisdiction and Venue

21.1. This Purchase Order shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law and shall be treated in all respects as an Ontario Contract. Each party irrevocably attorns to the jurisdiction of the Province of Ontario in respect of any action or proceeding relating in any way to this Purchase Order, and to any other court having jurisdiction over a party solely to enforce a judgment of a court of the Province of Ontario.

22. Notices

22.1. Any notice that is required or permitted hereunder shall be in writing, should specifically refer to this Purchase Order and shall be deemed given only if: (i) delivered personally; (ii) sent by facsimile (with transmission confirmed); (iii) sent by registered or certified mail, return receipt requested and postage prepaid; or (iv) sent by a nationally recognized overnight delivery service to addresses set forth in the purchase order. Notices shall be deemed effective upon receipt.

23. Severability

23.1. Any provision of this Purchase Order which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and will be severed from the balance of this Purchase Order, all without affecting the remaining provisions of this Purchase Order or affecting the validity or enforceability of such provision in any other jurisdiction.

24. Survival

24.1. The respective rights and obligations of the parties set forth in this Purchase Order shall indefinitely survive the expiration or termination of this Purchase Order to the extent necessary to preserve such rights and obligations.

25. Force Majeure

25.1. AstraZeneca reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of AstraZeneca including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

25.2. No delay or failure of performance by either party under this Purchase Order will be considered to be a breach hereof if and to the extent that an occurrence or occurrences beyond the control of the party caused such delay or failure of performance. The foregoing will not be considered to be a waiver of either party's obligations under this Purchase Order, and as soon as such occurrence or occurrences cease, the party affected thereby will promptly fulfill its obligations under this Purchase Order that accrued during such occurrence or occurrences.

26. Publicity

26.1. Supplier shall not make any public announcement relating to this Purchase Order or the transactions or Goods/Services covered by it or mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype (or any abbreviation or adaptation thereof) of AstraZeneca or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written approval of AstraZeneca in each instance.

27. Further Assurances

27.1. Each of the parties hereto will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Purchase Order that the other party may reasonably require, for the purposes of giving effect to this Purchase Order.

28. Language

28.1. The parties have required that this Purchase Order and all deeds, documents and notices relating to this Purchase Order be drawn up in the English language. *Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.*

29. Currency

29.1. Unless otherwise specified herein or therein, any reference to monetary amounts in this Purchase Order entered into pursuant to this Purchase Order, is to Canadian dollars.

30. ENTIRE AGREEMENT

30.1. This Purchase Order, together with the Definitive Agreement, if any, pursuant to which this Purchase Order has been issued, and any specifications, attachments, exhibits, supplements or other terms of AstraZeneca specifically referenced in this Purchase Order or such Definitive Agreement, constitutes the entire agreement between Supplier and AstraZeneca concerning the subject matter hereof and supersedes all prior oral or written representations, understandings and agreements with respect thereto. In case of any inconsistency, ambiguity or conflict between the terms of this Purchase Order and the terms of any Definitive Agreement pursuant to which this Purchase Order has been issued, the terms of such Definitive Agreement shall control.