

ABBVIE STANDARD TERMS AND CONDITIONS OF SALE (NEW ZEALAND)

1 DEFINITIONS

"**AbbVie**" means AbbVie Limited, NZBN 9429030775923, having its registered head office at Level 6, 156-158 Victoria Street, Wellington, 6011 New Zealand and trading as Allergan Aesthetics, an AbbVie company.

"**Conditions**" means these AbbVie terms and conditions of sale as set out herein.

"**Customer**" means the person or entity that purchases Products from AbbVie for the purposes and in accordance with the provisions set out in these Conditions.

"**Delivery Location**" means the location for delivery as agreed between the parties.

"**Force Majeure Event**" means an event, circumstance or cause beyond AbbVie's reasonable control.

"**GST**" means goods and services tax under the Goods and Services Tax Act 1985

"**Packing List**" means a document referencing the Purchase Order and type and quantity of the Products.

"**Products**" means the goods in AbbVie's therapeutics or aesthetics portfolio of products, as specified in a Purchase Order.

"**Purchase Order**" means a purchase order sent by the Customer to AbbVie.

"**Data Sheet or IFU**" means the Data Sheet or Instructions for Use (IFU) published by AbbVie, as revised from time to time, in accordance with all applicable laws and regulations.

"**Territory**" means New Zealand.

2 GENERAL TERMS

All Purchase Orders provided by the Customer and accepted by AbbVie shall be subject to these Conditions, which shall apply to all orders for Products made by the Customer to AbbVie to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing. In the event that the parties have agreed separate terms in writing, such agreed terms shall take precedence over these Conditions.

The Customer shall ensure that any Purchase Order provided to AbbVie is complete and accurate. AbbVie reserves the right to accept or reject any Purchase Order.

3 PRODUCTS

The Products are described in the relevant Data Sheet or IFU. AbbVie reserves the right to amend the Data Sheet or IFU if required by any applicable statutory or regulatory requirement.

4 DELIVERY

Unless otherwise notified in writing by the Customer, AbbVie will select in its discretion the mode of shipment and route. Each shipment, including split shipments, will be treated as separate orders and all and any additional expenses as a result thereof that shall be borne by the Customer. All freight and handling costs will be charged in the invoice. The conditions upon which free delivery or delivery allowances may be provided are available on request by the Customer to AbbVie.

The Products shall be delivered to the Delivery Location.

If the Customer is not available to accept delivery, then the Customer may incur a re-delivery charge and may be charged for the replacement Product.

5 QUALITY

AbbVie warrants that the Products will correspond with the Data Sheet or IFU in all material respects, be of satisfactory quality and fit for their intended purpose. Any condition, warranty or other term which might otherwise be implied or incorporated within these Conditions by reason of statute or common law or otherwise is hereby excluded to the fullest extent permitted by law.

6 TITLE AND RISK

Risk and title in the Products shall pass to the Customer on completion of delivery.

7 PRICE AND PAYMENT

The price of the Products shall be the price stated in AbbVie's published price list applicable at the date of AbbVie's acceptance of the Purchase Order. Any change in the prices applicable under the Conditions shall be notified by AbbVie to the Customer as soon as reasonably practicable.

AbbVie may invoice the Customer for the Products on or at any time after the completion of delivery. The Customer shall pay the invoice in full and in cleared funds from the date of the invoice or as agreed in writing between the parties. If the Customer fails to make a payment due to AbbVie by the due date, then, without limiting AbbVie's other rights or remedies, AbbVie reserves the right to withhold further deliveries in whole or in part and to demand payment in advance for future deliveries or take any further action, or require further information or reassurance from the Customer, as reasonably appropriate for credit risk management purposes. Payments made by the Customer (including any interest which may be payable on any overdue sum) shall be used to pay first any outstanding interest, costs and any unpaid invoices even if the Customer states that the payment relates to a later invoice.

The price of the Products is exclusive of GST. The Customer shall, on receipt of a valid GST tax invoice from AbbVie, pay to AbbVie such additional amounts in respect of GST as are chargeable on the supply of the Products.

8 RETURNS FOR EXCHANGE OR CREDIT; DELIVERY DEFECT RETURNS

Subject to AbbVie's obligations under the law, Products may be returned, provided they were purchased directly from AbbVie pursuant to these Conditions, under the following circumstances:

- a) Products must match the Purchase Order;
- b) Products are noted on the delivery docket to be damaged on arrival (ie damage occurs during transit);
- c) Products must have been stored under "proper conditions" as determined by the Therapeutic Goods Administration.
- d) Products have expired and previous arrangements were made with AbbVie to accept responsibility.
- e) AbbVie has announced a product recall of that particular Product; or
- f) AbbVie is otherwise required by law to replace the Products or refund the price of the Products.

PROCEDURE

- 1. A request to return Products can be made by contacting Customer Service within 48 hours of delivery on 0800 659 912 or NZEnquiries@allergan.com
- 2. Upon receiving the Customer's request, the Customer must provide supporting documentation.
- 3. Upon AbbVie receiving this supporting documentation, AbbVie will review and assess.
- 4. If AbbVie determines in its sole discretion that it is a valid request, AbbVie will proceed in processing a request and arrange collection of the Products.
- 5. AbbVie will arrange for the Products to be picked up from the Customer.
- 6. The Customer acknowledges and agrees that what was included in their supporting documentation must match what is returned to AbbVie in order for a credit to be issued.
- 7. In the event that AbbVie determines that it is not a valid request or the returned Products do not match the supporting documentation, AbbVie will notify the Customer of the reason the claim has been rejected.
- 8. Other than damaged Products, returns are to be in their original unopened packaging.

9 LIMITATION OF LIABILITY

AbbVie's total liability in contract, tort or otherwise for any loss or damage arising directly or indirectly either out of the supply or the use of the Products (save in respect of death or personal injury) shall be limited to the invoiced value of the Products from which the loss or damage arises. In no circumstances shall AbbVie be liable for any indirect or consequential loss or damage of any nature or description no matter how arising. The Customer shall at all times keep AbbVie indemnified against any claims for loss, damage, costs, expenses, injury or death to third parties arising (directly or indirectly) out of or concerned with the negligence, breach of duty of care or any other act or omission of the Customer in relation to the Products supplied hereunder.

10. CUSTOMER'S INSOLVENCY

If the Customer becomes insolvent, or AbbVie reasonably believes that the Customer is about to become financially impaired and notifies the Customer accordingly, then, without limiting any other right or remedy available to AbbVie, AbbVie may cancel or suspend all further deliveries of outstanding Purchase Orders without incurring any liability to the Customer, and all outstanding sums in respect of Products delivered to the Customer shall become immediately due.

11. COMPLIANCE WITH LAW

The Customer represents and warrants that it is now in compliance with, and undertakes that in performance of its obligations, it shall continue to comply with, all applicable acts, legislation, statutory instruments, regulations, authorisations, consents, permits, licences, regulations and industry codes of practice, orders and requirements and all other directions, judgments, decisions or orders made by any court or other body with lawful jurisdiction, in each case as amended, supplemented or replaced from time to time, including but not limited to: those related to anti bribery and anti corruption (including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 as amended); all applicable data protection and privacy legislation in force from time to time in New Zealand.

12. ANTI-BRIBERY AND CORRUPTION

The Customer represents and warrants that it will not offer, promise or authorise the giving of anything of value to a government official or other person to obtain or retain business or gain a business advantage.

Except as notified to AbbVie in writing, the Customer is not aware of any actual or alleged violations of any anti-corruption laws, nor has the Customer been involved with any actual or threatened investigation by any governmental authority for anti-corruption issues. If any of the aforementioned events occurs or the Customer learns of such an event that has not been disclosed to AbbVie, the Customer shall immediately notify AbbVie in writing and provide all information, assistance and cooperation requested by AbbVie in connection with AbbVie's compliance efforts, including taking any corrective or remedial action recommended by AbbVie.

The Customer warrants that it has and undertakes that it shall continue to update and maintain an internal compliance program under which the Customer's employees are required to comply with all applicable local and international anti-bribery and anti-corruption laws and regulations. The Customer warrants that its employees and agents are regularly trained, and will continue to be regularly trained, on the requirements of the Customer's compliance program and compliance with applicable anti-bribery and anti-corruption laws. In addition, the Customer agrees that, if AbbVie so requests, the Customer's employees and agents will attend training provided by AbbVie on applicable anti-bribery and anti-corruption laws.

13. CUSTOMER'S RIGHT TO RESELL THE PRODUCTS IN THE TERRITORY

By purchasing the Products the Customer acknowledges that it holds and shall maintain any and all relevant authorisations and/or licences as may be required and necessary for the Customer to be able to use the Products. The Customer shall not:

1. repackage the Products or remove any notices or identification numbers from the Products;
2. offer for sale or sell the Products directly or indirectly to any person that is outside or within the Territory;
3. advertise the Products in, or aim advertising at, any country outside the Territory;
4. actively seek orders for Products from outside or within the Territory; or
5. establish any branch dealing in, or maintain any distribution depot for, Products outside or within the Territory.

14. DATA PROTECTION

AbbVie shall process personal data at all times in accordance with applicable data protection laws, for purposes related to the administration of the Customer account, including but not limited to: credit reference checks; verifying and updating data; invoicing; credit control; Product returns; credit notes; delivery notes; or direct mail about AbbVie Products and services. Any such personal data shall be kept confidential and shall only be disclosed to third parties if the law so requires or if these third parties (e.g. credit control agencies) process the information on behalf of AbbVie. The processing of personal data is governed by <https://www.abbvie.com.au/privacy.html> and you may access your personal data and may request that it be rectified if incorrect by sending your request in writing to AbbVie's Data Protection Officer at privacydsr@abbvie.com

15. PRODUCT RECALL

The Customer shall use its best endeavours to cooperate with AbbVie in the event of a voluntary or compulsory product recall.

16. FORCE MAJEURE

AbbVie shall have the right to cancel, delay or suspend performance of service or delivery of the Products due to a Force Majeure Event and shall not be liable for any damages suffered or incurred for the duration of any such Force Majeure Event.

17. GOVERNING LAW, SEVERABILITY AND WAIVER

These Conditions shall be construed in accordance with the laws of New Zealand and each party undertakes to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand. If any provision hereof is held in whole or part to be unenforceable by any court or authority of competent jurisdiction, the validity of the other provisions hereof and the remainder of the provision in question shall not be affected and no waiver by AbbVie of any breach by the Customer of these Conditions shall be considered as a waiver of any subsequent or ongoing breach of the same or any other provision.

18. ACCESS TO DOCUMENTS

AbbVie may request and the Customer shall provide (subject to relevant data protection and competition laws), access to any documents and/or other materials relating to the purchase of the Products and/or provide any other evidence requested by AbbVie in order to demonstrate the Customer's compliance with these Conditions.

In the event of non-compliance with these Conditions, AbbVie reserves the right to take such steps as may be appropriate in AbbVie's absolute and sole discretion, in accordance with AbbVie's internal policies and processes.