

IMPORTANT :

1. Please acknowledge acceptance of this order by signing on the PO form and re-send via fax, email or other means not later than 2 working days from receipt hereof. For any deviations, please notify your Purchasing contact immediately.
2. Indicate the PO# on all billings and documents.
3. Submit the original invoice directly to Accounting with signed Delivery Receipts and duly acknowledged Purchase Order attached.
4. Our company reserves the right to cancel the purchase order if not served within the requested delivery date.
5. Novartis expects Suppliers with whom we work to comply with the law, to adhere to ethical business practices and to observe the Novartis Supplier Code. The Novartis Supplier Code and other codes, policies and guidelines can be found at <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>

Suppliers shall familiarize themselves with these codes, policies and guidelines and provide information on request to Novartis associates concerning labor, health and safety, animal welfare, anti-bribery and fair competition, and data protection and privacy practices, in the form requested and allow Novartis associates (or our nominated third party experts) adequate access for the purposes of auditing compliance with these standards.

Suppliers will use best endeavors to rectify identified non-compliances and report remediation progress to Novartis on request. At Novartis' discretion, failure to adhere to these standards shall entitle Novartis to terminate without compensation. Supplier confirms that it has read and understood the Novartis Supplier Code.

IMPORTANT:**TERMS & CONDITIONS:****ACCEPTANCE**

This purchase order is an offer by Novartis Healthcare Philippines, Inc. for the purchase of the goods or services specified, in this purchase order. This Order will be deemed accepted by the Supplier upon fulfilling any of the following:

- (a) Seller signing, or acknowledging the PO
- (b) any performance by Seller under the Order; or
- (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Buyer that Seller does not accept.

PRICE

The price of the goods and/or services is the price stated on the face of this order. Supplier shall invoice Novartis Healthcare Philippines, Inc. within 30 days upon delivery of goods or services ordered and shall not be at prices higher than those shown on the Order unless such increased prices have been authorized by Novartis Healthcare Philippines, Inc. in writing.

PAYMENT

All invoices must contain the Purchase Order number, description of the items purchased, and any applicable taxes. Novartis Healthcare Philippines, Inc. shall pay all properly invoiced amounts due to Supplier based on the payment terms agreed and set in the system.

DELIVERY & INSPECTION

All products/services must be delivered by the Supplier in full and on delivery date. Novartis Healthcare Philippines reserves the right to inspect the Goods on or after the delivery date and may reject at its sole option if goods are determined to be defective or non conforming. Supplier must replace the rejected goods and if Supplier fails to replace the goods on time, Novartis Healthcare Philippines may replace them with goods, from a third party and charge Supplier the cost thereof .

WARRANTY

the use of sale of the articles delivered under this Order will not infringe any patent, trademark or trade secret or any other intellectual property of any third party and;

this Order will be performed in material compliance with all applicable laws and regulations, including, without limitation, laws and regulation relating to hazardous materials, health, safety and the environment fair labor practices, unlawful discriminations and the Novartis Policy on Corporate Citizenship and Novartis Corporate Citizenship Guideline #5 which can be found at:
<http://www.novartis.com/about-novartis/corporate-citizenship/business-conduct/business-practice.shtml>

INDEMNIFICATION

Seller shall be responsible for and indemnify the Buyer against all losses, costs, claims, expenses or damages which may result in any way from any

- a) breach of warranty contained in this Order;
- b) accident, injury, or damage either to person or property or from death of any persons related to use of the products or services provided under this Order or related to any act or omission of the Seller, its agents, employees, or subcontractors except to the extent that the accident, injury, damage, or death is due solely and directly to the negligence of the Buyer

CHANGES

Buyer shall have the right to make changes within the scope of this Order. If any change causes an increase or decrease in the price under this Order, or in the time required for performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

TERMINATION

The Buyer may terminate this Order in whole or in part at any time for any reason or without cause by serving upon Seller a written notice, and will reimburse the Seller for his reasonable and necessary expenses incurred directly incident to this Order to the date of cancellation, but shall not be liable for any loss of profits on the portion thereof so cancelled.

The Specific Terms and Conditions shall apply in priority to the Purchase Order General Terms and Conditions herein. The terms of the Specific Terms and Conditions shall take precedence in the event of conflict between the Purchase Order General Terms and Conditions.