

IPG Pharma Terms and Conditions for Purchase of Goods and/or Services

These standard purchase conditions ("Conditions") shall apply to all goods and services purchased by the Buyer from the Supplier, unless expressly excluded within an Order. In the event of conflict between these Conditions and the terms expressly agreed to in the Order, the Order shall prevail.

1. DEFINITIONS

In these Conditions (unless the context otherwise requires):

"Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Buyer" means IPG Pharma Limited or any member of the Buyer's Group;

"Buyer's Group" means any holding company or subsidiary of the Buyer within the meaning of section 1159 of the Companies Act 2006 or overseas operations;

"Buyer's Materials" any equipment, tools, materials, drawings, data, information, specifications,

"Conditions" means the terms and conditions contained herein;

"Contract" means the contract between the Supplier and the Buyer for the supply of Goods and/or Services by the Supplier to the Buyer;

"Contract" means these Conditions, the Order, the Specification and any other document specified in writing by the Buyer;

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression Change of Control shall be construed accordingly;

"Deliverables": all documents, products and materials developed by the Supplier or its agents, contractors and employees for the Buyer as part of or in relation to the Services in any form;

"Goods" means all and any goods or other deliverables to be delivered by the Supplier to the Buyer under the Contract, as set out in the Order and, where applicable, the Specification;

"Intellectual Property Rights" (IPR) means copyright, rights related to copyright such as moral rights and performers rights, patents, processing know how, formulations, testing methods, rights in inventions, rights in confidential information, Know-How, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;

"Know-How" means data, discoveries, formulas, information, instructions, inventions, methods, processes, specifications, technical information, techniques, the results and procedures for experiments and tests, and any/all other similar know-how (whether written or in any other form and whether confidential or not);

"Order" means the order for the supply of the Goods and/or Services placed by the Buyer with the Supplier in accordance with Clause 2.1;

"Services" means the services (or any instalment or part of them) to be supplied by the Supplier to the Buyer under the Contract as set out in the Order and, where applicable, the Specification;

"Specification" means the specification for the supply of Goods and/or Services contained or referred to in the Order;

"Supplier" means the person, firm or company to whom the Order is addressed;

"Supplier IPR" means any IPR which is owned or licenced by the Supplier not developed or created for the Buyer as part of the Services;

"Supplier's Quotation" means any quotation for the supply of Goods and/or Services to the Buyer.

- 1.1. In these Conditions (unless the context otherwise requires) words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.
- 1.2. A reference to a particular law is a reference to it, as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. The headings in these Conditions are intended for reference only and do not affect their construction.

2. CONTRACT

- 2.1. The Supplier's Quotation for the supply of the Goods and/or Services shall constitute an offer to supply the Goods and/or Services on these Conditions. The Contract shall be deemed to have been formed when the Buyer places the Order with the Supplier by communicating in writing its acceptance of the Supplier's Quotation. No terms on any documentation from the Supplier will be binding on the Buyer.
- 2.2. Any concession made or latitude allowed by the Buyer in the Supplier's favour shall not affect the Buyer's rights under the Contract.

3. SUPPLY OF GOODS AND/OR SERVICES

3.1. The Supplier undertakes and warrants that:

- 3.1.1. it will obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 3.1.2. no Goods, Services or Deliverables supplied under the Order will infringe the rights (including IPR) of any third party or any applicable laws, or cause the Buyer or the Buyer's Group to infringe such rights or applicable laws;
- 3.1.3. Deliverables will meet any requirements that were mutually agreed, or are stated in the Supplier's published documentation, and representations made by the Supplier;
- 3.1.4. Goods, Deliverables and Services will be free from defects in workmanship, installation and design;
- 3.1.5. the Goods correspond with their description, are of satisfactory quality, and are free from defects and will remain so for a period of time consistent with standard manufacturer warranties in that industry; and (i) the Supplier shall (i) comply with all applicable mandatory safety standards applicable to the Goods, (ii) ensure that the Goods are tested based on a reasonable testing program or by accredited third-party safety testing laboratories as may be required by all applicable law, (iii) have verification and will certify, to the extent applicable, that the Goods have met all required regulations and standards, and (iv) maintain all records of safety testing for the Goods and make such records available for the Buyer's review on reasonable notice (v) all appropriate warnings concerning any potentially hazardous or dangerous information or uses are included in or on the Goods in accordance with all applicable regulations and standards;
- 3.1.6. will conform in all respects with the Order and Specification provided to the Supplier by the Buyer and the Deliverables be fit for any purpose that the Buyer impliedly or expressly makes known to the Supplier;
- 3.1.7. in respect of the Services (where applicable):
 - (a) the Supplier warrants they will be performed using all reasonable skill and care and in accordance with recognised industry and professional standards;
 - (b) meet any performance dates for the Services specified in the Order, included within the Supplier's proposal or notified to the Supplier by the Buyer;
 - (c) provide all equipment, tools, materials and such other items as are required to provide the Services;
 - (d) co-operate with the Buyer in all matters relating to the Services, and comply with all reasonable instructions of the Buyer; and
 - (e) hold all Buyer's Materials in safe custody at its own risk, keep the Buyer's Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer's Materials other than in accordance with the Buyer's written instructions.

3.2. The undertakings and warranties in Clause 3.1 shall apply whether Supplier is a reseller or manufacturer, and in the event that Supplier is a reseller, the Supplier shall pass through any and all manufacturer warranties applicable to the Goods in addition to and without limitation of these warranties.

3.3. The Buyer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4. If following such inspection or testing the Buyer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY AND SHIPMENT

4.1. The Supplier shall ensure that:

- 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.3. it states clearly on the delivery note any requirement for the Buyer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2. The Supplier shall deliver the Goods:

- 4.2.1. on the date specified in the Order or, if no such date is specified, then within 7 days of the date of the Order;
- 4.2.2. to the Buyer's premises or such other location as is set out in the Order or as instructed by the Buyer before delivery (**Delivery Location**); and
- 4.2.3. during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer.

- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. The parties agree that applicable shipping terms used in respect of equipment and material purchased under the provisions of the Order, will be interpreted in accordance with rules prescribed in Incoterms® 2020 unless otherwise specified in these Conditions.
- 4.5. Title and risk in the Goods shall pass to the Buyer on completion of delivery.
- 4.6. If the Supplier:
- 4.6.1. delivers less than 95% of the quantity of Goods ordered, the Buyer may reject the Goods; or
 - 4.6.2. delivers more than 105% of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.7. The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in 4.8.
- 4.8. If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Buyer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:
- 4.8.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.8.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 4.8.3. to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
 - 4.8.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 4.8.5. to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.
- 4.9. If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1 then, without limiting or affecting other rights or remedies available to it, the Buyer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 4.9.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.9.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 4.9.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 4.9.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 4.9.5. to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
 - 4.9.6. to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods in accordance with Clause 3.1.
- 4.10. If the Supplier has supplied Services that do not comply with the requirements of Clause 3.1.6 then, without limiting or affecting other rights or remedies available to it, the Buyer shall have one or more of the following rights and remedies:
- 4.10.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.10.2. to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 4.10.3. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 4.10.4. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 4.10.5. to recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute services or deliverables from a third party; and
 - 4.10.6. to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to comply with Clause 3.1.6.
- 4.11. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

- 4.12. The Buyer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. PRICE AND PAYMENT

- 5.1. The price for the Goods:
- 5.1.1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the date of the Order; and
- 5.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Buyer.
- 5.2. The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.3. In respect of the Goods, the Supplier shall invoice the Buyer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Buyer on completion of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 5.4. All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of valued added tax or other equivalent tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services. If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Buyer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made
- 5.5. The Buyer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Buyer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Subject to Clause 6.2, the Supplier assigns to the Buyer, with full title guarantee and free from all third party rights, all IPR in the Deliverables, and shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled.
- 6.2. The Supplier shall not assign to the Buyer any IPR in any Supplier IPR. The Supplier grants the Buyer and the Buyer's Group (which includes their agents, subcontractors and outsourcers) a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free licence to use the Supplier IPR.
- 6.3. In the event that the Buyer procures the Services and Deliverables for use as part of a product or service that the Buyer sells or otherwise makes available to its Buyers or end users in the course of its business, and except as otherwise expressly set out in the Order, the Supplier shall grant the Buyer and the Buyer's Group a non-exclusive, perpetual irrevocable worldwide, transferable, royalty-free licence to any Supplier IPR that is combined with the Deliverables: to publish, reproduce, modify, adapt, decompile, translate, customise, register any rights in the Buyer's name, sell, sub-licence, in all languages and in all formats now known or created in the future, combine or use with other Pearson or third-party materials and otherwise use and exploit the Supplier IPR throughout the world.
- 6.4. The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Order, including all right, title and interest in and to the IPR granted to the Buyer in accordance with this clause.
- 6.5. All Buyer's Materials are the exclusive property of the Buyer. Nothing in these Conditions shall be construed as conferring upon the Supplier any licence, right, title, ownership or other interest in any IPR owned by the Buyer.

7. INDEMNITY

- 7.1. The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- ;
- 7.1.1. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 7.1.2. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 7.1.3. any claim made against the Customer by a third party arising out of or in connection with the supply of the

Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8. INSURANCE

During the terms of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. CONFIDENTIALITY

9.1. Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Buyers, clients or suppliers of the other party, except as permitted by Clause 9.2.

9.2. Each party may disclose the other party's confidential information:

9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 8; and

9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

10. TERMINATION

10.1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract:

10.1.1. with immediate effect by giving written notice to the Supplier if:

- (a) there is a Change of Control of the Supplier; or
- (b) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

10.1.2. for convenience by giving the Supplier one months' written notice.

10.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

10.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

10.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11. CONSEQUENCES OF TERMINATION

11.1. On termination of the Contract, the Supplier shall immediately deliver to the Buyer all Deliverables whether or not then complete and return all the Buyer's Materials. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2. Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving seven days written notice to the affected party.

13. GENERAL

13.1. **Assignment and other dealings.**

- 13.1.1. The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 13.1.2. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Buyer.

14. SUBCONTRACTING.

The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15. ENTIRE AGREEMENT.

- 15.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15.3. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause **Error! Reference source not found.** the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.6. **Notices.**
- 15.6.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number or sent by email to any address specified in the Order.
- 15.6.2. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 15.6.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.6.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. THIRD PARTY RIGHTS.

- 16.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17. GOVERNING LAW

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this agreement. Incoterms® 2020 shall apply but where they conflict with this Contract, this Contract shall prevail.

18. JURISDICTION

- 18.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 18.2. Each party irrevocably consents to any process in any legal action or proceedings being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this Contract shall affect the right to serve process in any other manner permitted by law.

19. LANGUAGE

- 19.1. These Conditions are drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.
- 19.2. Any notice given under or in connection with the Contract shall be in the English language. All other documents provided under or in connection with the Contract shall be in the English language or accompanied by a certified English translation.
- 19.3. The English language version of this Contract and any notice or other document relating to the Contract shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.