

# GENERAL TERMS AND CONDITIONS OF SALE

of Galapagos Biotech Limited,  
a company incorporated in England and Wales with company number 03400161 having its registered office at Salisbury House, Station  
Road, Cambridge, Cambridgeshire, CB1 2LA  
(hereinafter referred to as the "Galapagos")

v.20190624

**1. APPLICATION OF THE GENERAL CONDITIONS OF SALE:** The present General Terms and Conditions of Sale ("GTCS") will apply to all quotations, offers, orders and deliveries of goods by or on behalf of Galapagos to a customer ("Customer"). For the purpose of these GTCS, "Goods" means the human prescription pharmaceutical products in finished, packaged form that are commercialized in the United Kingdom and/or that Galapagos manufactures and/or delivers to the Customer. Galapagos is authorized - if it deems this necessary or desirable - to engage third parties for the performance of the agreement with Customer. Third parties engaged by Galapagos may also rely on these GTCS as assistants of Galapagos.

**2. ORDER:** Customer will submit to Galapagos binding requests for the supply of the Goods, by means of a purchase order ("Order"). Upon reception of a confirmation Order, Customer irrevocably accepts the GTCS. Customer therefore waives any and all rights whatsoever based on any provision appearing in its own documents, whether printed or handwritten, if they are inconsistent with these GTCS. Any reservations by the Customer in this respect shall be deemed not to have been included. Deviations from the present GTCS shall only be valid if agreed in writing and signed by both Galapagos and Customer. Any provision not appearing in the present GTCS shall be subject to an express and specific agreement.

**3. FORMATION OF THE CONTRACT:** An Order shall form a binding "Contract" (i) upon acceptance of such Order by Galapagos or (ii) when Galapagos has started the execution of the Order of Customer, whichever occurs first. Orders and conditions communicated orally or by telephone will only be valid after written confirmation signed by the parties. Any change by Customer to any element of the Order shall only be binding on Galapagos upon the latter's formal written consent.

**4. CUSTOMER'S OBLIGATIONS:** Customer warrants that it:

(i) has obtained all the required licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to fulfill the obligations encompassed within this Contract,

(ii) is an independent party assuming the risks of its own activity and nothing contained herein will be construed to create an agency or subordination and or labor relationship between Galapagos and Customer and/or Customer's personnel,

(iii) is responsible for the payment of all taxes and other mandatory payments including the ones relating to Customer's personnel (e.g. income tax, national insurance or health insurance, severance payments, etc.) as may be required under the laws and regulations,

(iv) shall not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe,

(v) shall comply with all applicable laws and regulations, including those related to anti-corruption, Good Distribution Practice (GDP) and its Public Service Obligation, and all industry guidelines, as far as applicable,

(vi) shall perform its obligations under this Contract with high ethical and moral business and personal integrity standards,

(vii) shall refrain from committing any act which would jeopardize the good will or reputation of Galapagos or the reputation of the Goods,

(viii) shall refrain from conducting any studies (which involve any interventional and non-interventional study with patients) with respect to the Goods, including, without limitation, pre-clinical, clinical, marketing studies or post-authorization safety studies, nor engage in any laboratory or research and development work with respect to Goods without the prior written consent of Galapagos, and

(ix) shall refrain from (a) exporting, marketing or selling any Goods in, or for resale in, countries which are not in the United Kingdom, or to any third party in the United Kingdom which Customer knows is reasonably likely to export, market or sell such Goods outside the United Kingdom; or (b) making active sales of any Goods in countries outside the United Kingdom.

**5. DELIVERY:** Unless expressly agreed otherwise, Galapagos shall deliver DDP (Delivery Duty Paid) at the place as set forth in the Order (Incoterms 2010). Delivery terms are agreed upon in writing.

Galapagos shall use its reasonable endeavors to ensure timely delivery. Agreed delivery dates are indicative and can in no event be seen as an imperative deadline. In case a delivery date is exceeded, Customer will not be entitled to a compensation, nor to terminate the Contract or any of its obligations under this Contract.

Galapagos will package and mark the Goods in accordance with European and local legislation. Galapagos will endeavor to supply Goods with a shelf life of at least six (6) months.

Galapagos expressly reserves the right to deliver and invoice Orders in parts in accordance with the applicable laws and regulations, in case of which Customer is obliged to accept such partial deliveries from Galapagos. In the event that Goods are in short supply, Galapagos shall notify Customer in writing of such shortage as promptly as practicable. During any period of such shortage, Galapagos shall allocate Products as are available to Galapagos among Customer and Galapagos' other uses, obligations and commitments, in its reasonable discretion and, with respect to allocations to the United Kingdom market shall allocate such Goods to Customer and Galapagos' other distributors in the United Kingdom in a non-discriminatory manner.

Should early or partial deliveries take place at the request of or through the actions of the Customer, possible additional costs as a result thereof will always be for the account of the Customer. If delivery of the Goods is postponed at the request of the Customer, Galapagos is entitled to store the Goods at the expense and risk of the Customer.

**6. PAYMENT:** Galapagos will send an invoice to Customer for each Order. Payments shall be made in GBP and are due to Galapagos within thirty (30) days after the date of receipt of the relevant invoice. All payments must be made by Electronic Funds Transfer, using bank account details on the invoice. Cheques cannot be accepted, and will be returned. Galapagos has the right to invoice partial deliveries as set forth in Article 5.

In the event that any payment due hereunder is not made when due, and provided Customer did not pay within ten (10) days following a reminder for such payment, the payment shall accrue interest on late payment from the date due at the rate of one half percent (0.5%) per week provided, however, that the late payment interest shall not exceed and shall be limited to 15% of the agreed price or fees. Galapagos shall be entitled to suspend any Order not yet delivered until full payment of all outstanding amounts has been received. The foregoing shall be without prejudice to any other rights and remedies Galapagos may have under this Contract or applicable law.

In no event is Customer authorized to suspend the payment of an invoice, unless Customer can prove a Quality Deficiency of the Product, in which case Customer is authorized to suspend payment for that specific Product. Customer will not set off amounts due by Customer with amounts due by Galapagos, with the exception of amounts mentioned on credit notes sent by Galapagos to Customer.

Complaints with regard to invoices must be submitted to Galapagos in writing within 14 (fourteen) days of the invoice date, with an accurate statement of the nature and grounds of the complaints. After the expiry of this term, the Customer is deemed to have approved the invoice. In that case, complaints will no longer be handled by Galapagos.

**6. TRANSFER OF OWNERSHIP:** Galapagos retains full ownership of all delivered Goods until Customer has fulfilled all its obligations towards Galapagos. Customer has a duty of care towards the Goods subject to a reservation of ownership and must ensure to keep the Goods insured against all risks, including but not limited to fire, theft and water damage. Galapagos remains at all times authorized to have the Goods removed from Customer and store the Goods elsewhere if Customer fails to fulfill its obligations. Galapagos will be entitled to retain the aforementioned Goods until Customer fulfilled all of its obligations.

**7. DEFECTIVE GOODS:** Galapagos will supply the Goods to Customer in compliance with Galapagos' standard specifications for the applicable Goods. Customer will inspect the delivered Goods and will notify Galapagos of any defects, damage or shortage ("Defect" or "Defective Good") within twenty-four (24) hours of receipt by Customer. Customer will notify Galapagos of any hidden or latent Defects (i.e. not discoverable by routine quality control inspection), of which it becomes aware, within five (5) days following discovery of the Defect. Thereafter, Customer will bear the risk for Defective Goods. All Defects must be reported by sending an e-mail to: [Galapagos.customer@glpg.com](mailto:Galapagos.customer@glpg.com). The e-mail must at least contain following information: contact information of the person making the report; description of the complaint and pictures of the alleged Defective Good. Galapagos will respond to this e-mail with further instructions on how the Defect will be handled.

If within the above-mentioned time-frames:

- Customer can demonstrate (i) the Defect in question was not caused by acts or omissions attributable to Customer, including but not limited to incorrect storage or improper handling by Customer or by Customer designated persons or instances and (ii) the Goods have been returned to Galapagos by Customer in accordance with the return instructions (in accordance with previous paragraph), Galapagos will, at its sole discretion, either replace or refund the purchase amount of any Defective Goods; or

- Customer and Galapagos are unable to find an agreement on the cause of such Defect, the issue shall be submitted to an independent laboratory designated by mutual agreement whose decisions with regard to the Goods being defective or damaged shall be final and binding upon the parties. The costs arising from this process shall be borne by the party whose claim failed.

In no event will Galapagos have any liability to Customer for such Defect beyond replacing such Defective Good. Customer is not entitled to suspend or dissolve its obligations under the Contract on the basis of a Defect in Goods delivered by Galapagos.

**8. QUALITY DEFICIENCIES.** Customer can report deficiencies related to the identity, quality, safety, or effectiveness of a medicinal product after it is released for distribution ("Quality Deficiencies") by phone on following phone number: 00800 7878 1345. After the call, Galapagos will provide further instructions on how to deal with the alleged Quality Deficiency.

**9. GUARANTEE:** Galapagos guarantees that the delivered Goods comply with the applicable laws and regulations and that during their shelf life, as indicated on the packaging, they will be free from defects in their chemical composition, however under the express condition that the delivered Goods are handled by Customer with the utmost care and proper transport and storage procedures are followed, also in accordance with applicable laws and regulations, the GDP, the requirements set forth in the labeling for the Products, and the marketing authorization. Customer cannot assert any claim against Galapagos after editing, processing or changing (part of) the Goods (including but not limited to changing the composition, administration form, packaging and labeling by Customer himself or any other third party).

**10. RECALL:** Galapagos may, as it deems necessary in its sole discretion, or at the request of a regulatory authority, withdraw Goods, recall certain batches of the Goods from the market ("Recall") or implement such other measures that Galapagos determines appropriate (e.g., amendments to product labeling or a message from Galapagos warning that in certain situations the safety or quality of a Good is inadequate and whereby the reported safety or quality aspect is controlled by taking the measures stated in a notification "Safety Notification"). In the event of a Safety Notification or a Recall, Galapagos will immediately but no later than 24 (twenty-four) hours after becoming aware of the necessity or reason to do so, inform Customer. All costs that reasonably arise from or in connection with a Safety Notification or Recall will be borne by Galapagos, unless the cause of the necessity or reason lies in an act or omission on the part of Customer. However, Galapagos will not be liable for damage incurred by Customer as a result of a Safety Notification or Recall, unless otherwise stipulated under this Contract or local legislation.

**11. NO RETURN POLICY:** Galapagos will not accept the return of any Goods sold to Customer except: (i) in relation to defective products as set forth in Section 8, and then only as permitted by any applicable laws or regulations governing the return of such Goods; or (ii), if Customer has accepted to purchase Goods with a shelf life of less than six (6) months and Galapagos has explicitly agreed in advance and in writing that the Goods could be returned by Customer if Customer is unable to resell the Goods.

With the exception of what is stipulated above, Galapagos shall not be liable to Customer in respect of any Goods purchased by Customer, which Customer is subsequently unable to resell. In the event that the above provisions conflict with any specific legal mandatory requirements, then, to the extent of such conflict, the above clause shall not apply and Galapagos' obligation to compensate Customer shall be limited to the statutory minimum as provided by the local laws.

**12. LIABILITY:** Customer shall be liable for any and all losses and/or damages whatsoever that Customer, its agents, subcontractors and/or any other persons assisting Customer in carrying out the Contract may cause either to Galapagos, its affiliates or third parties resulting in any manner, directly or indirectly, from (i) negligence or willful misconduct by Customer or any of its agents, directors, consultants, contractors and employees, (ii) breach of this Contract or breach of applicable regulations by Customer or any of its agents, directors, consultants, contractors and employees, (iii) any improper use of the Goods or any act or omission in contradiction with the instructions of use provided by Galapagos or the SmPC of the Goods.

Neither party nor its affiliates or any of its agents, directors, consultants, contractors and employees shall be liable to the other party for any indirect, incidental, consequential, exemplary, reputational or punitive damages, or for lost profits, lost data or loss of use damages, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort or otherwise arising out of this Contract.

Goods are sold and information and advice rendered to the Customer on the understanding that the Customer has sole responsibility in determining the suitability of the Goods for the purposes for which the Customer intend to use them. In any case, Galapagos' liability if and insofar as liable will in all cases be limited to the purchase price of the Goods or - whichever is the lowest - to the amount covered and actually paid out by Galapagos' liability insurance in the relevant case. Any claim against Galapagos will lapse if it has not been made known to Galapagos in writing within 90

days after it arose or should be known to Customer. Customer will take all necessary measures to prevent or limit any damage.

Notwithstanding any other provision of these terms and conditions, nothing in these terms and conditions shall exclude or limit either party's liability to the extent the same may not be excluded or limited as a matter of law, including (to such extent) liability for: (a) death or personal injury caused by its negligence; or (b) fraud or fraudulent misrepresentation.

**13. INTELLECTUAL PROPERTY:** The parties hereby acknowledge that all intellectual property rights of the Goods and other materials that are delivered by Galapagos to Customer or made available in any way whatsoever, rest exclusively with Galapagos, its affiliates or its licensor(s). Galapagos guarantees that the Goods and other materials it supplies do not infringe the intellectual property rights of third parties. Customer will not infringe the intellectual property rights vested in Galapagos or its licensor(s). Customer will immediately notify Galapagos in writing if it establishes that a third party is infringing any intellectual property right of Galapagos or its licensor(s) or if a third party makes any claim against Customer in connection with the intellectual property rights of Galapagos or its licensor(s). Customer is not permitted to use the trademarks and/or trade names of Galapagos other than to indicate the origin of Goods, unless Customer has obtained prior written permission from Galapagos.

**14. CONFIDENTIALITY:** Confidential Information shall mean all material, data and information, tangible or intangible, whether in written, graphic, verbal or electronic form, developed by or disclosed or made available by or on behalf of Galapagos and/or its affiliates to the Customer and/or its affiliates, its employees or representatives under this Contract. Confidential Information shall include, without limitation the content of Orders, among which goods ordered, prices, discounts, special conditions, and ancillary services, trade secrets, know-how, inventions, technical data or specifications, chemical structures, testing methods, business or financial information, research and development activities, product and marketing plans, (pre-)clinical development plans and customer and supplier information, including, but not limited to, such information that becomes known to Customer during visits to the facilities of Galapagos or its Affiliates.

Confidential Information shall remain the property of Galapagos, or any of its affiliates as the case may be. Customer shall keep strictly confidential all Confidential Information it has received in connection with any Order, shall not use or disclose any such information to any third party except as for the purposes expressly permitted under the Contract. It is moreover expressly agreed that Customer shall not use the name of Galapagos for any advertising or publicity purposes (e.g. by mentioning Galapagos in any customer lists) without Galapagos' prior written consent. Customer shall not disclose or advertise any element of the Order without Galapagos' prior written consent and shall be responsible for any confidentiality breach by any of its employees, agents or consultants. Any breach of this provision may result in a claim for compensation, without formal notice being due and without prejudice to Galapagos' right to indemnification for damages resulting from such breach. In case of disclosure required by law or by order of any court or governmental authority, the Customer shall first give advance notice to Galapagos before disclosing so as to permit and cooperate with Galapagos to obtain a protective order as the case may be.

This 'Confidentiality' provision enters into force as from the initiation of negotiations relating to the Order and shall remain in force until the 10th anniversary of the completion of the Order.

**15. TERMINATION OF THE CONTRACT:** Should any party fail to carry out any of its obligations, the present Contract may be terminated by the other party, subject to prior notice remaining without effect for a period of 10 (ten) days, without prejudice to other rights any such party may have. In the event Customer would be subjected to bankruptcy procedures, or any other fact that demonstrates Customer's inability to carry out payments, Galapagos has the right to terminate the Order with Customer free of charge, and this without prejudice to his right to claim full compensation for all costs incurred by Galapagos before the termination of the Contract.

**16. ANTI-BRIBERY AND ANTI-CORRUPTION:** Customer shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to such laws of the countries in which Customer has operations and of the countries where Galapagos and its affiliates have operations ("**Anti Bribery Laws**") and shall not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti Bribery Laws. Customer shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure that it and any of its employees, agents, suppliers and (sub)contractors, who provide services under, or in connection with, this Contract, comply with the Anti-Bribery Laws and will enforce them where appropriate. At the request of Galapagos made at any time, Customer shall demonstrate its compliance with this provision, by providing documents and data requested by Galapagos, and by other reasonable means requested by the Galapagos. Any breach of, or non-compliance with, any undertakings under this provision shall be reported by Customer to Galapagos as soon as it becomes aware of such occurrence. Breach of this provision shall be deemed a material breach of this Contract.

**17. DATA PRIVACY:** Customer shall, throughout the term of this Contract, comply with all applicable data protection and privacy laws, rules and regulations, as amended from time to time, with respect to the collection, use, processing, storage, transfer, modification, deletion and/or disclosure of any Personal Information under this Contract.

For the purpose of this Section, "Personal Information" shall mean any information or set of information in any format that identifies, or is used by, or on behalf of, Customer or Galapagos to identify, an individual (or entity, as applicable).

No Personal Information other than the information necessary for Customer to carry out its activities under this Contract shall be provided to Galapagos by Customer. In the event that Customer shall provide Personal Information to Galapagos, Customer represents and warrants that it is not violating any applicable laws, rules or regulations, or the rights of any individual or entity, by providing such Personal Information to Galapagos. Customer shall notify Galapagos immediately of any accidental, unlawful or unauthorized uses or disclosures of Personal Information of which it becomes aware.

Customer shall use best efforts to ensure that that all Personal Information is accurate, and shall where necessary update Personal Information which is inaccurate or incomplete.

In accordance with the highest ethical standards, and Galapagos' commitment to protecting the privacy and security of Personal Information, Galapagos shall comply with all applicable laws, rules and regulations, including without limitation all applicable data protection and privacy laws, rules and regulations, as amended from time to time with respect to the privacy and security of Personal Information about Customer, its directors, officers and employees. Accordingly, Galapagos may use such Personal Information, and may transfer such Personal Information to Galapagos or its Affiliates or agents worldwide for the purposes of carrying out this Contract, and to keep track of Galapagos interactions with Customer, its directors, officers and employees. Galapagos may also disclose Personal Information as required by regulatory agencies or otherwise under applicable laws. If requested by Galapagos, it has the right to maintain the following contact information on file (including name, title, institution, address, telephone, facsimile, email address, business cards), and Customer, its directors, officers and employees may update or correct such Personal Information. Customer hereby agrees to inform its directors, officers and employees of the foregoing to the extent necessary.

**18. INSURANCE:** Each party shall obtain and/or maintain, at its own expense, all necessary insurance for carrying out its activities under the Contract, such insurance having coverage in such amounts and with such scope of coverages as are adequate to cover such party's obligations under the Contract and as are customary in the industry for companies of like size and activities. Certificates of insurance evidencing such coverage shall be provided to the other party at any time during the term of a Contract, upon request.

**19. RECORDS AND AUDIT:** Customer agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information in

the Customer's possession relating to this Contract (collectively, "Records"). The Records shall be maintained in accordance with recognized commercial accounting practices and retained during the term of this Contract and thereafter for the legally required period with a minimum of 3 years.

Galapagos reserves the right, in its sole discretion and at its sole expense, to audit Customer's operations, books and Records to ensure compliance with the abovementioned obligations under this Agreement. Galapagos will provide reasonable advance notice of such an audit and may conduct this audit on its own or using a third-party auditor of its choosing. Customer shall acknowledge receipt of Galapagos' notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice.

When Customer learns that one or more representatives of governmental agencies shall visit its facilities to conduct an audit or for any other reason related to Products, Customer shall (to the extent feasible and permitted by law) notify Galapagos, if possible, at least five (5) Business Days in advance to allow Galapagos an opportunity to be present during such visit. Customer shall provide Galapagos with copies of all documents and correspondence relating to said visit. When Customer does not have advance notice of such a visit or when Galapagos is otherwise unable to attend, Customer shall promptly (to the extent permitted by law) provide Galapagos with a written report of the visit.

**20. SAFETY INFORMATION:** Safety Information. In the event that Customer becomes aware of any safety information relating to any of the Products, such information must be forwarded to the Marketing Authorisation Holder within 24 hours (and, in any case, no later than within one business day) of awareness via email to [drugsafety.uk.ireland@glpg.com](mailto:drugsafety.uk.ireland@glpg.com). Customer will comply with all applicable privacy and data protection laws, rules and regulations.

**21. MISCELLANEOUS:** Unless the parties have explicitly agreed otherwise in writing, or if otherwise arranged in these GTCS, any claim against Galapagos will in any case lapse by the lapse of 1 (one) year from the time of delivery or 1 (one) year from the moment that delivery should have taken place.

**22. WARRANTY:** Each party represents and warrants that the terms of this Contract do not violate or conflict with other contractual arrangements or obligations it has with third parties (as to Galapagos, other than its affiliates). Customer represents and warrants that it has the necessary facilities, equipment, skilled personnel and all required licenses to perform the services and fulfill its obligations under this Contract.

Each party represents and warrants that: (a) it has full power and authority to enter into the Contract, (b) the Contract has been duly authorized; (c) the Contract is binding upon it; (d) it is a corporation duly organized, validly existing, and in good standing under applicable law; and, (e) it is not authorized to make, and agrees that it shall not make, any warranties or representations, either orally or in writing, to anyone on behalf of or in name of the other party.

**23. FORCE MAJEURE:** Neither party shall be liable for any delay or failure in performing any of its obligations hereunder if such delay or failure results from events or circumstances beyond such party's control (including without limitation any acts or restraints of governments or public authorities, war, revolution, riot or civil commotion, acts of God or fire, but excluding strikes and lockouts) ("**Force Majeure**"), provided that the party so affected shall send to the other party a written notice within three (3) days of becoming aware of such Force Majeure, giving full particulars thereof including the date of first occurrence, the circumstances giving rise to it and a best estimate of the duration of such circumstances. In case of any such delay or failure by a party hereto resulting from Force Majeure, the other party shall be entitled to terminate the Contract by written notice, or to request appropriate reduction of its obligations. In the event that the Force Majeure situation lasts longer than 4 (four) weeks, each of the parties is entitled to dissolve the Contract in whole or in part by means of a written notification to the other party, without the parties being obliged to pay any compensation towards each other.

**24. SEVERABILITY:** If any provision of these GTCS is held to be invalid or unenforceable, then these GTCS will be deemed amended to the extent necessary to render in the opinion of the relevant court the otherwise void or unenforceable provision, and the rest of these GTCS, valid and enforceable and to accomplish to the largest extent possible the original business purpose of the offending provision. The invalidity or unenforceability of any provision of these GTCS shall in any event not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in these GTCS.

**25. ASSIGNMENT AND SUBCONTRACTING:** These GTCS shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Neither Customer nor Galapagos shall transfer or assign the Contract without the prior written consent of the other party; provided, however, that a party may assign this Contract and its rights and obligations hereunder without such consent in connection with the transfer or sale of all or substantially all of the business of such party to which this Contract relates, whether by merger, sale of stock, sale of assets or otherwise, and provided further that Galapagos may assign this Contract or any part of its rights and obligations hereunder to any of its affiliates or to any third party to whom Galapagos and/or any of its affiliates grants or has granted a license, right to use or other similar right or is in collaboration with (a "Project Partner") or to a Project Partner's affiliate, if such assignment is deemed necessary or useful by Galapagos for, or in relation to, such license, right to use or other similar right.

Customer shall not subcontract the Contract without the prior written consent of Galapagos. In this case, Customer shall at all times be responsible for the execution of the Contract or part thereof by such subcontractor.

**26. GOVERNING LAW AND JURISDICTION:** The validity, construction, performance and interpretation of the Contract and the GTCS (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law, without regard to any conflict of law principles. Parties shall use reasonable efforts to resolve all disputes arising out of or in connection with this Contract as rapidly as possible on a fair and equitable basis. In the event no amicable resolution can be reached, the dispute (including a dispute relating to non-contractual obligations arising out of or in connection with the Contract) shall be submitted for resolution to the courts of England. The Contract, these GTCS and the provisions of the Order shall contain the entire agreement between the parties and take precedence over the provisions set forth in any document which Customer may provide.

**ACCEPTED AND AGREED TO BY:**

\_\_\_\_\_  
[CUSTOMER]

Name:  
Title:  
Date:

Name:  
Title:  
Date: