

Effective February 21, 2024

**CSL Seqirus Terms and Conditions for Purchases of Seasonal Influenza Vaccine Products; FLUAD® QUADRIVALENT (Influenza Vaccine), AFLURIA® QUADRIVALENT (Influenza Vaccine) and FLUCELVAX® QUADRIVALENT (Influenza Vaccine)**  
**Purchase, Sale and Use of Product**

These terms and conditions (hereinafter “Terms”) govern direct purchases only (placed either digitally or through CSL Seqirus Customer Service) for seasonal influenza vaccines branded as FLUAD® QUADRIVALENT (the “Fluad Product”), AFLURIA® QUADRIVALENT (the “Afluria QIV Product”) and FLUCELVAX® QUADRIVALENT (the “Flucelvax Quadrivalent Product”) (each “Product” and collectively the “Products”) from Seqirus USA Inc. (“CSL Seqirus”).

Customers eligible to purchase Products are at the sole discretion of CSL Seqirus. No customer may resell a Product or market, promote, administer or use a Product for the benefit of persons or entities located outside the United States or its territories, or where it ought reasonably to be aware that the ultimate destination for a Product is outside the United States (or its territories). The pricing, terms and conditions of these Terms shall apply only to customers located in the continental U.S., Alaska and Hawaii; provided that, if a customer is located in a state in which the state (or state agency) has in force or enacts, implements or modifies a law, rule or regulation (such as a state unitary pricing, anti-discount or pricing, rebate or other law intended to impact the pricing of prescription drugs or penalize CSL Seqirus for such pricing) or interpretation thereof and which law (1) prohibits or restricts in any material way the provision of pricing, discounts or rebates described in these Terms, (2) requires CSL Seqirus to provide the same or similar pricing to other purchasers or users of CSL Seqirus’ Products to which CSL Seqirus would not normally provide such pricing or terms or (3) otherwise results in a potentially adverse impact on CSL Seqirus, then such customer shall not be eligible to purchase CSL Seqirus Products hereunder until such law or regulation is repealed.

**Product Ordering; Delivery, Modification and Cancellation**

Customers may order a Product by creating a direct purchase account online at [www.flu360.com](http://www.flu360.com) or by calling CSL Seqirus Customer Service at (855) 358-8966. A purchase order is not required to purchase a Product hereunder.

Any terms and conditions submitted by Customer as part of a purchase order are hereby rejected and shall not apply to any sale under these Terms.

Unless specified otherwise, all Product purchased hereunder must be in multiples of ten (10) doses, and the minimum number of doses of a Product that must be purchased hereunder is ten (10) doses. Each order submitted by a customer is subject to CSL Seqirus’ confirmation of the customer’s valid state license number and authorizations and the customer’s creditworthiness. Orders are not deemed accepted until confirmed by CSL Seqirus via issuance of shipping notification.

For Product orders confirmed by CSL Seqirus that are placed by **April 19, 2024** for the upcoming influenza season, CSL Seqirus will use commercially reasonable efforts to fulfill orders as product availability allows. CSL Seqirus will consider, but is under no obligation, to consider special shipping requests made by a customer, including, without limitation, any request to deliver Product by a specified date. CSL Seqirus is responsible for obtaining all export and import licenses required to deliver any Product to the specified destination.

CSL Seqirus’ obligation to deliver Product ordered by a customer is subject at all times to any superseding requirement imposed by any governmental authority (including without limitation any requirement imposed in connection with an

influenza epidemic or pandemic), delays in Product lot releases and Product availability, and to the condition that CSL Seqirus is able to manufacture a sufficient supply of Product to meet the demands of all of its customers.

In the event there is a shortage of any CSL Seqirus Product, CSL Seqirus in its sole discretion shall have the right to allocate such Product among its customers in such a manner as it deems appropriate. In addition, in the event that the government assumes control of Product allocation (as a result of a shortage or otherwise) or requires that specific requirements be met, then Product

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amounts and delivery schedules may be changed to meet the government's requirements, and CSL Seqirus will be relieved (without incurring any liability) of all obligations to supply or deliver Product ordered by any customer.

### **Payment Terms and Instructions**

Upon ordering Product and upon CSL Seqirus sending confirmation of an order as described above, a customer shall have committed to purchase the amount and type of Product specified therein. CSL Seqirus will issue customers an invoice for the product at the time of shipment, and the customer is obligated to remit payment for the product once the Product(s) has shipped, regardless of whether the customer accepts or rejects delivery.

Customers shall be obligated to pay for Product purchased hereunder by the payment due date specified in the invoice delivered by CSL Seqirus with respect to the purchased Product by any method described in such invoice. Allowable payment methods per the invoice are electronic funds transfers from Customer, check and credit cards; provided, however, that CSL Seqirus may in its discretion, at any time prior to payment, require payment by check. CSL Seqirus retains discretion to refuse payment offered through an Internet-based payment facility, mechanism, website, or entity, or through any payment mechanism that requires CSL Seqirus to establish a separate account or log-in, whether operated by Customer, Customer's agent, or a third party. To the extent CSL Seqirus exercises its discretion to accept payment through a payment mechanism referenced above, these Terms shall control in the event that any terms and conditions of participation in such mechanism conflict with these Terms.

Customers will receive a prompt payment discount of two percent (2%) 60, net 61 off the applicable price of Product (exclusive of current federal excise taxes or other taxes levied on vaccine products) for payments received by CSL Seqirus on or before the applicable due date.

Interest will be charged on overdue amounts at a rate equal to the London Interbank Offered Rate (LIBOR) (three months), as reported in The Wall Street Journal (Eastern Edition) Money Rates column, print edition, on the business day immediately following the applicable payment due date, plus five percent (5%) per annum, or, if less, the maximum amount permitted by applicable law, until the date payment is received by CSL Seqirus.

If a customer fails to pay amounts when due hereunder, CSL Seqirus reserves the right to commence any collection proceedings as it deems appropriate, including referring the customer to a third-party collector or commencing litigation.

CSL Seqirus reserves the right to charge fees to those customers associated with the collection process. Fees may be included but not limited to litigation cost, dunning and returned check/ACH/wire transfers or credit decline charges. A customer's account may be closed by CSL Seqirus upon being sent to third party collections. CSL Seqirus reserves the right, in its discretion at any time, to withhold and set-off against amounts that customer owes CSL Seqirus or any of its affiliates any outstanding credits, reimbursements and refunds owed by CSL Seqirus or its affiliates to customer or its affiliates. Customer acknowledges and agrees that it shall not be entitled to receive, and CSL Seqirus and its affiliates may continue to withhold, any credits, reimbursements and refunds owed to customer and its affiliates until such time as customer has paid all outstanding amounts owed for purchases hereunder together with applicable interest and costs of collection. Any dormant or inactive customer accounts that have credit balances more than 2 years old will be subject to the escheatment process. This right of set-off shall survive and continue to apply following the termination or expiration of these terms and the performance delivery of Products hereunder.

CSL Seqirus may, at its discretion, credit a customer's account when a valid transaction was previously processed and the customer either canceled the transaction later or Product was returned upon approval by CSL Seqirus. Notwithstanding the foregoing, this process shall not apply to any Product returned at the conclusion of the influenza season.

For any credit process via credit card payment, it may take up to 30 days for the issuing bank to pass the credit along to the customer. Customer should contact their issuing bank to see what their policy is regarding funds to credit cards.

All claims involving discounts, pricing, credits, or returns must be reported to CSL Seqirus within three (3) months of the date of invoice for the purchase in question. Inappropriate deductions taken from customer payments, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipment on open terms.

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### **Credit Terms**

All new and existing customer accounts are subject to a credit review. CSL Seqirus may, in its sole discretion, extend credit terms for purchases made by a customer, which credit terms may be changed by CSL Seqirus without prior notification.

Any account that exhibits a poor or delinquent payment history may have credit terms revoked and may, at CSL Seqirus' election, be required to prepay for purchasers and reservations and to provide other reasonable assurances of creditworthiness and payment security, including, among other things, the payment of a deposit or escrow amount, submission of a letter of credit, or a grant of a security interest, as is reasonably requested by CSL Seqirus. Customers that are required to prepay for purchases or otherwise provided payment assurances can be reviewed at the customer's request once a successful payment history has been established. This review process may take a minimum of 6-12 months.

### **Federal Open Payment Program (Sunshine Act) Requirements**

The Federal Open Payment Program (Sunshine Act) (also called the Open Payments Law) requires CSL Seqirus to report the amount of any debt forgiveness owed by a Covered Recipient as a transfer of value and reportable for purposes of the Federal Open Payment Program.

### **Product Price**

The price per unit for each presentation of Product is set at the time of purchase in the account established by a customer and excludes surcharges for shipping (if any), where applicable, and excise or other taxes or assessments.

Each Party agrees and acknowledges that the prices offered under this Agreement and set forth on each purchase invoice reflect discounts as defined in the federal Anti-Kickback Statute and its implementing safe-harbor regulation for discounts (42 C.F.R. § 1001.952(h)). Buyer acknowledges its responsibility under federal law and comparable state laws to properly and accurately account for and report the discounted price in accordance with the requirements of such laws and applicable safe-harbor regulations. Buyer agrees that, upon the request of the U.S. Department of Health and Human Services or a state healthcare agency, it will fully disclose the discounted price offered hereunder. Seqirus acknowledges that it may have a responsibility to appropriately report the discounted price as part of its government price reporting obligations. The Parties agree that pursuant to 42 C.F.R. §1001.952, Seqirus has informed Buyer of its federal statutory and regulatory reporting obligations.

### **Inspection of Product by Customers**

Customers must, within two (2) business days after delivery of Product, conduct a physical inspection of the packaged Product and notify CSL Seqirus' Customer Service via [customerservice.us@seqirus.com](mailto:customerservice.us@seqirus.com) or (855)-358-8966 of any issue or physical damage that is apparent from such inspection. If a customer fails to give such notice, then the customer will be conclusively presumed to have accepted the shipment and CSL Seqirus will have no liability to the customer for any defects that could have been identified by such inspection or for any discrepancies between the shipment received and the amount of Product ordered by the customer. Any defect or damage to the Product that is not identifiable from a physical inspection will remain grounds for rejection of Product if the customer notifies CSL Seqirus' Customer Service via [customerservice.us@seqirus.com](mailto:customerservice.us@seqirus.com) or (855)-358-8966 within two (2) business days following discovery of the defect or damage. Upon receipt of such notice from a customer, CSL Seqirus will conduct an investigation and if CSL Seqirus agrees with the customer's determination, (i) CSL Seqirus will use reasonable commercial efforts to supply replacement Product to the customer, or if no replacement Product can be supplied, CSL Seqirus will, in its sole discretion, issue a credit note to the customer for the rejected Product; and (ii) the customer must ship the defective or damaged Product in accordance with instructions provided by CSL Seqirus located on [www.flu360.com](http://www.flu360.com).

If CSL Seqirus, in its sole discretion, determines in good faith that no defect or damage to Product exists, then the customer must accept delivery of such Product and pay the invoiced price for such Product. In the event that CSL Seqirus determines that no

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defect or damage exists, then in such event CSL Seqirus will not be deemed to be in breach of these Terms or have any further liability to the customer with respect to the alleged defect or damage.

#### **Limitations and Damages**

Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to Seqirus within two (2) business days from date of invoice, for replacement or credit of affected Product. The sole and exclusive remedy of customer is CSL Seqirus credit or replacement, as applicable, of affected product(s). Loss, shortage, breakage, leakage, or other damage claims must also be accompanied by freight bill with notation by the common carrier of the loss, shortage, breakage, leakage, or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, customer agrees to cooperate fully with CSL Seqirus in CSL Seqirus' effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL CSL SEQIRUS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RELATING TO LOSS OF USE, INCOME OR PROFIT, OR LOSS OR DAMAGE**

**TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE MARKETING, SALE OR USE OF A PRODUCT, INCLUDING DAMAGES RESULTING FROM ANY NEGLIGENCE OR BREACH OF ANY OBLIGATION IMPOSED ON ANY CUSTOMER**  
**Right of Return Product**

A customer shall have the right to return to CSL Seqirus up to **15 percent (15%)** of the total number of doses of each Product ordered. All returnable doses must be returned by **June 28**, prior to the start of the next influenza season in accordance with the instructions found at [www.flu360.com](http://www.flu360.com). Any dose not returned by such deadline or in accordance with such instructions will not be eligible to receive a credit or refund for such returned Product.

Returnable Doses shall include: unused and unopened multi-dose vials and full or partials boxes of unused prefilled syringes. Expired returned doses not eligible for credit or Federal Excise Tax may be returned for destruction only.

Product(s) not purchased directly from CSL Seqirus are to be returned to the site of purchase under its terms of sales.

Further, CSL Seqirus shall not be responsible for, and shall not accept returns of, product(s) adversely affected by force majeure conditions while such product was under customer's control, including but not limited to power outages, flood or other utility or weather-related occurrences.

Subject to CSL Seqirus' right to withhold and setoff against credits and refunds owed to customer (see the section entitled "Payment Terms and Instructions"), CSL Seqirus will credit or refund to customer's account the applicable price for Products returned to C S L Seqirus in accordance with these Terms and the applicable instructions. Processing of such credits or refunds to a customer may take up to 90 days following receipt of returned Products.

#### **Passage of Title; Risk of Loss**

All orders for Product are shipped F.C.A. (Incoterms, 2010) Destination. Title to Product and risk of loss of each shipment of Product will pass to the customer upon delivery to the destination designated by the customer in the customer's direct purchase account.

#### **Covenants of Customers**

By ordering any Product from CSL Seqirus each customer agrees that it will:

- comply with applicable laws and any other applicable requirements imposed by a governmental authority relating to any Product.
- as requests for information or correspondence in relation to a Product are made of a customer by a governmental authority, unless otherwise required by law, the customer shall consult with CSL Seqirus and keep CSL Seqirus fully apprised of all such communications;
- observe and comply with such storage, handling, stock control and operational practices and procedures of CSL Seqirus in effect from time to time or as required by any governmental authority or applicable law;

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- observe and comply with CSL Seqirus' adverse event and Product technical complaint reporting procedures and procedures regarding provision of medical information in effect from time to time and found at [CSL Seqirus | Report an Adverse Event](#) and execute any recall or withdrawal of a Product from the market in accordance with procedures of CSL Seqirus in effect from time to time; and
- not initiate any orders for Product if customer, or any individual employed by customer, is currently included in the Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities or in the General Services Administration List of Parties Excluded from Federal Procurement and Non-procurement Programs. Each customer must notify CSL Seqirus immediately and in writing if the customer or any individual employed by it is excluded or becomes reasonably subject to exclusion from a Federal Healthcare Program as defined by 42 U.S.C. § 1320a7b(f). If a customer or any individual employed by a customer is excluded or becomes reasonably subject to such exclusion from a Federal Healthcare Program, CSL Seqirus will have the right to immediately terminate any outstanding order submitted by such customer and to refuse acceptance of any further orders from such customer.

### **Withdrawal of Product Approval**

CSL Seqirus will promptly notify customers in writing of any withdrawal of a Product's United States Food and Drug Administration approval or of a Product's material noncompliance with United States Food and Drug Administration standards. At the request of CSL Seqirus, customer agrees to return to CSL Seqirus, at CSL Seqirus' sole cost and expense, any allegedly defective Product owing to the withdrawal of a Product's approval or a determination of material non-compliance by CSL Seqirus or a governmental authority.

### **Modification of Product**

Subject to compliance with applicable laws and regulations, CSL Seqirus may, in its sole discretion, at any time and from time to time, modify a Product as it deems appropriate or necessary or as may be required by any governmental authority, including changes in design, production or packaging of a Product or withdrawal of a Product in response to a governmental authority action, without liability to customers of any kind.

### **Limitations on Use of Intellectual Property**

Customers may not: (a) make any modification to a Product or its packaging; (b) alter, obscure, remove or tamper with any trademarks, markings, numbers, labels, indication of the source of origin, or other means of identification used on, or in relation to, a Product; (c) use a Product trademark in any way which might materially prejudice its distinctiveness or validity or the goodwill of CSL Seqirus therein; (d) use any trademarks other than those set forth herein in relation to Product; (e) use or make any application for registration in the United States of any trademarks or trade names so resembling any trademark or trade name of CSL Seqirus as to be likely to cause confusion or deception; (f) use Product trademarks for any purpose other than as expressly necessary to exercise their rights and perform their obligations under these Terms; and (g) ensure that each reference to and use of a Product trademark is accompanied by an acknowledgment that the same is a registered trademark of CSL Seqirus. Customers will not acquire any rights in respect of any intellectual property of CSL Seqirus (including any Product trademarks) or of the goodwill associated therein and all such rights and goodwill are, and will at all times remain, vested in CSL Seqirus. Other than as is set forth in these Terms, no license, express or implied, is granted to customers by CSL Seqirus under any intellectual property rights, including those of CSL Seqirus' affiliates.

### **Confidential Information**

By ordering a Product, each customer agrees that any and all information it obtains regarding CSL Seqirus in connection with a purchase of such Product, including pricing information and all other contract information, is confidential information of CSL Seqirus. Each customer's obligations under this Section will remain in effect for a period of three (3) years from the date that the last order was submitted by such customer under these Terms. By ordering a Product, each customer (a) agrees that

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it will not disclose CSL Seqirus' confidential information to any third party without the prior written consent of CSL Seqirus – (except as required to comply with law or court order);

(b) may disclose CSL Seqirus' confidential information to its employees and/or independent contractors only to the extent that such employees and/or independent contractors are reasonably required by their duties to have knowledge of such confidential information, and provided that such employees and/or independent contractors are contractually obligated to hold such confidential information in confidence and to otherwise comply with these Terms; (c) agrees that it will not hold CSL Seqirus or its employees liable for any errors or omissions in CSL Seqirus' confidential information; and (d) agrees to use reasonable care to safeguard CSL Seqirus' and its affiliates' confidential information and make no misuse of such confidential information. By ordering a Product, each customer acknowledges that any and all confidential information disclosed by CSL Seqirus to such customer is and will remain the property of CSL Seqirus. CSL Seqirus makes no representation or warranty, express or implied, as to the accuracy and completeness of its confidential information. By ordering a Product, each customer agrees to return any CSL Seqirus' confidential information promptly upon written request and to retain no copies or excerpts of such confidential information.

### **Force Majeure**

CSL Seqirus shall not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond its reasonable control including, but not limited to (a) an actual or potential national shortage of any Product(s); (b) actions by federal, state or local governmental agencies, units, bodies, or officials relating to an actual or potential national shortage of any Product(s), including but not limited to orders, guidelines, recommendations, or requests to limit, alter or change Product sales or distribution or to limit the persons who should be vaccinated; (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, epidemic or pandemic, war, riots, acts of god, civil commotion, embargoes, acts of terrorism or martial laws; (d) CSL Seqirus' inability to obtain necessary materials from its usual sources of supply; (e) shortage of labor, raw material, production or transportation facilities, or other delays in transit; (f) labor difficulty involving employees of CSL Seqirus or others; (g) fire, flood or other casualty; or (h) other contingencies of manufacture or shipment. In the event of any delay in CSL Seqirus' performance due in whole or in part to any cause whatsoever beyond its reasonable control, CSL Seqirus shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any Product(s), or any other materials used in the production thereof, reasonably available to CSL Seqirus shall be less than its total needs to fulfill orders or reservations for Product(s), CSL Seqirus may allocate its available supply of any such Product(s) among its existing or prospective customers and/or its affiliates in such manner as CSL Seqirus deems proper, without thereby incurring liability for failure to perform under any applicable agreement. The parties agree that this provision represents their intended allocation of risk in the event of unforeseeable circumstances beyond the parties' control. Thus, such circumstances shall be governed fully and exclusively by this provision, without resort to common law doctrines such as impossibility of performance, commercial impracticability, or frustration of purpose.

### **Warranties of CSL Seqirus**

(a) CSL Seqirus warrants that: Product delivered shall hereunder, at the time of delivery, materially conform to the applicable specification; (b) at the time of Delivery, the Product will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, all applicable regulations thereunder, or within the meaning of any applicable law within which the definitions of "adulteration" or "misbranding" are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as such Act and such applicable laws are constituted and effective at the time of Delivery, nor will the Product be an article which may not, under the provisions of such Act, or of the Public Health Service Act, as amended, be introduced into interstate commerce; (c) CSL Seqirus' quality control procedures applicable to Product shall have been materially carried out prior to delivery of Product; and (d) upon delivery to the destination, title to Product will pass to customer free and clear of all third party liens, claims, security interests, or other encumbrances.

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**THIS SECTION SETS FORTH CSL SEQIRUS' SOLE AND LIMITED WARRANTIES WITH RESPECT TO PRODUCT SUPPLIED TO CUSTOMERS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THIS SECTION, CSL SEQIRUS SPECIFICALLY DISCLAIMS, AND, BY ORDERING A PRODUCT, EACH CUSTOMER IS EXPRESSLY WAIVING AND RELEASING CSL SEQIRUS FROM ALL OTHER WARRANTIES, CONDITIONS AND TERMS REGARDING OR RELATING TO A PRODUCT (WHETHER USED ALONE OR WITH OTHER SUBSTANCES OR MATERIALS THAT MAY HAVE BEEN PROVIDED TO A CUSTOMER OR OTHERWISE THAT MIGHT HAVE EFFECT BETWEEN A CUSTOMER CSL SEQIRUS OR BE IMPLIED INTO THESE TERMS, A PRODUCT ORDER, OR ANY OTHER COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE AND WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES, CONDITIONS OR TERMS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CSL SEQIRUS WILL NOT BE LIABLE TO ANY CUSTOMER, AND, BY ORDERING PRODUCT, EACH CUSTOMER IS EXPRESSLY WAIVING AND RELEASING SEQIRUS FROM ANY LIABILITY, WITH RESPECT TO A PRODUCT (AN "UNCOVERED PRODUCT") THAT (A) HAS BEEN TAMPERED WITH OR IN ANY WAY ALTERED OR MODIFIED AFTER DELIVERY TO THE CUSTOMER'S DESIGNATED DESTINATION; (B) HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE OR ACCIDENT AFTER DELIVERY TO THE CUSTOMER'S DESIGNATED DESTINATION; (C) HAS BEEN STORED, HANDLED, MAINTAINED, ADMINISTERED OR USED IN A MANNER CONTRARY TO REGULATORY REQUIREMENTS, THE LABELING OF A PRODUCT OR CSL SEQIRUS' INSTRUCTIONS, OR OTHERWISE NOT AS ORIGINALLY INTENDED, AFTER DELIVERY TO THE CUSTOMER'S DESIGNATED DESTINATION; OR (D) HAS PASSED ITS EXPIRATION DATE. THE WARRANTIES CONTAINED IN SECTION 15 HEREIN WILL NOT APPLY TO ANY SUCH UNCOVERED PRODUCT.**

#### **Indemnification by Customers**

By ordering a Product, each customer agrees to indemnify, defend and hold harmless CSL Seqirus and CSL Seqirus' affiliates and each of their directors, officers, employees and agents from and against any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) directly arising out of (a) any infringement by such customer of any intellectual property rights of CSL Seqirus or third parties; (b) any material breach of any representation or warranty of such customer made in these Terms or any material default by such customer hereunder or under any order submitted by such customer; and (c) any action by such customer, its directors, officers, employees or agents with respect to any Product resulting in such Product becoming an Uncovered Product.

#### **Survival of Indemnification Obligations**

The indemnification obligations pursuant to the **Indemnification by Customers** section, with respect to a customer ordering a Product hereunder, will survive the last order for a Product is submitted by such customer under these Terms.

#### **Insurance**

Each customer ordering a Product from CSL Seqirus must maintain, for not less than three (3) years from the date of the last order submitted by such customer hereunder, such type(s) and amount(s) of insurance coverage that is normal and customary for persons or entities similarly situated insuring the customer against any liabilities arising under the foregoing indemnities as are reasonably insurable. Each customer ordering a Product from CSL Seqirus must at all times be in compliance with all insurance requirements of any governmental authority and applicable law.

#### **Notice**

All notices, requests, demands and other communications which are required or may be given hereunder must be in written or electronic form, and will be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment (if confirmed by delivery in a method described in clause (a) within two (2) business days after its delivery by electronic transmission).

All such communications by CSL Seqirus to a customer will be to the contact person listed at the "Ship To" address in the direct purchase account established by such customer. All such communications by a customer to CSL Seqirus must be sent to the attention of the Customer Service Dept., Seqirus USA Inc., 25 DeForest Avenue, Suite 200, Summit, NJ 07901 or [customerservice.us@seqirus.com](mailto:customerservice.us@seqirus.com).

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### **Governing Law**

These Terms are governed by and construed in accordance with the substantive laws of the State of Delaware without regard to its conflict of laws provisions or any choice of law rule or principle that might otherwise require or permit the application of the laws of another jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the Delaware Superior Court or the Delaware Court of Chancery, each located in New Castle County, Delaware and, if removed, to any federal courts sitting in the City of Wilmington, Delaware, and waives any rights it may have to jury trial with respect to any action or proceeding arising out of or relating to these Terms or any purchase of Product.

### **Entire Agreement**

These Terms and each order for a Product submitted by a customer contain all the terms and conditions which CSL Seqirus and such customer have agreed to in relation to the purchase of a Product. By submitting an order for a Product, each customer agrees that it is not relying on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person or entity other than those expressly set out as a warranty in these Terms and the applicable order, and that, except as otherwise provided herein, the only remedy available to it for breach of the warranties set forth herein is for breach of contract under these Terms.

### **Non-Assignment**

Customers may not assign or delegate these Terms or any of the rights or duties arising hereunder without the prior written consent of CSL Seqirus and any attempt to so assign or delegate will be void and of no effect. CSL Seqirus may, without the prior written consent of a customer, assign or delegate these Terms, together with any applicable order, and its rights and obligations hereunder and thereunder.

CSL Seqirus may perform any and all obligations under these Terms and all applicable orders through any CSL Seqirus affiliate or a third-party contractor.

**MODIFICATION TO THE TERMS.** THESE TERMS MAY NOT BE SUPPLEMENTED, DELETED, MODIFIED, AMENDED OR OTHERWISE CHANGED WITH RESPECT TO A CUSTOMER'S PURCHASE OF A PRODUCT MADE PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE **EXCEPT BY MUTUAL WRITTEN AGREEMENT OF CSL SEQIRUS AND SUCH CUSTOMER.** EXCEPT, AND ONLY TO THE EXTENT SUCH TERMS HAVE BEEN OTHERWISE AGREED BY MUTUAL WRITTEN AGREEMENT, CSL SEQIRUS MAY SUPPLEMENT, DELETE, MODIFY AMEND OR OTHERWISE CHANGE THESE TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION WITH RESPECT TO PURCHASES OF A PRODUCT MADE AFTER THE EFFECTIVE DATE OF SUCH CHANGE.

### **Severability**

In the event that any one or more of these Terms is held invalid, illegal, or unenforceable, such provision or provisions shall be severed, and the remaining Terms shall remain binding and effective.