

PURCHASE ORDER TERMS AND CONDITIONS

1. **Agreement; Acceptance.** Bausch Health Poland sp. z o.o. or its respective affiliate issuing this Purchase Order (“Purchaser”) hereby retains the supplier (“Supplier”) set forth on the order form into which these terms and conditions are incorporated on the terms and conditions hereinafter stated (including terms and conditions that are incorporated herein by reference, the “Purchase Order Terms and Conditions” and “Purchase Order”) to supply the any goods and/or perform the services, as the case may be, described on the Purchase Order and any document referenced within the Purchase Order. In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a signed written agreement between Purchaser and Supplier (“Agreement”) covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern, supersede and replace any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements, and understandings between Purchaser and Supplier. Supplier’s acceptance of this Purchase Order may be in writing, email or other manifestation of acceptance such as, but not limited to, Supplier’s initiation of performance, or through Supplier’s provision of any goods or services covered by this Purchase Order, or through Supplier’s acceptance of any payment made pursuant to this Purchase Order, whichever occurs first. Except to the extent expressly accepted in writing and signed by Purchaser’s authorized officer, Purchaser hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any bid, proposal, quotation, acknowledgment, invoice or other form of Supplier, notwithstanding Purchaser’s acceptance or payment for any goods or services or any similar act of Purchaser.
2. **Delivery.** TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS PURCHASE ORDER. If delivery of goods or rendering of services is not completed by the time provided for or established herein, Purchaser reserves the right without liability, in addition to and without waiving any of its other rights and remedies, to terminate this Purchase Order by notice effective when received by Supplier, as to any or all stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Supplier with any loss or damage incurred by Purchaser. Supplier shall not be liable for damages however, resulting from delays due to a Force Majeure Event (as defined in Section 27 below), provided:
 - (a) such delay is not due to the fault or negligence, in whole or in part, of Supplier or its vendors, contractors, suppliers or agents and
 - (b) Supplier complies with the other requirements set forth in Section 27 below. Supplier is responsible for providing immediate written notification to Purchaser of any anticipated delivery delays.Any provision herein for delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Supplier severable. Purchaser reserves the right to return early deliveries or excess or short shipments at Supplier’s expense.
3. **New Materials.** Supplier represents that the goods to be provided under this Purchase Order are new and not used or reconditioned, unless otherwise set forth on a separate written agreement.

4. **Title to products; Risk of Loss.** The products shall be delivered to the delivery address specified in this Purchase Order. Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to products shall pass to Purchaser in accordance with the delivery conditions specified in this Purchase Order.
5. **Billing; Packaging; Shipping.** All goods shall be suitably packed and stored to be protected from damages on each step of supply chain. In the case of products that require special transport or storage conditions, such as special temperature conditions of fragile content, they should be packaged in a way that ensures that these conditions are maintained. No shipping, freight, delivery, handling or insurance charges shall be made to Purchaser therefore unless otherwise stated on the Purchase Order or Agreement. No charge shall be made for drayage or storage unless agreed upon in writing by Purchaser. Supplier shall properly mark each package with Purchaser's Purchase Order number and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. The Purchase Order number and package numbers shall be shown on packing slips, bills of lading, and invoices. Packing slips must accompany each shipment.
6. **Inspection; Complaints; Rejection.** All goods and/or services furnished hereunder shall be subject to inspection, and Supplier shall be given notice of any quantity shortages, quality, apparent or visible defects within a reasonable time after receipt of the goods or provision of the services, and latent defects within a reasonable time after their finding as the case may be. Supplier is obliged to consider such a complaint within 14 days of its receiving, unless there is Quality Technical Agreement signed between parties which states differently, considering that Purchaser may reject or require the prompt correction, in place or otherwise, of any goods or services which are found not to conform in all respects to:
 - (a) Purchaser's specifications, drawings, blueprints and data,
 - (b) regulatory or safety requirements,
 - (c) Supplier's warranties, and each of them, whether express or implied, or
 - (d) any other instructions or requirements contained in this Purchase Order.

Purchaser may, in addition to any other rights it may have, prepare for shipment and ship such goods to Supplier, require Supplier to remove such goods or direct correction of such goods or services in place, and the expense of any such action, including transportation both ways, if any, shall be borne by Supplier. If Supplier fails promptly to remove such goods or to proceed promptly to replace or correct such goods or services, Purchaser may replace or correct such goods or services at the expense of Supplier, including any excess cost. Payment for any or all of the goods or services supplied hereunder shall not constitute acceptance by Purchaser. In case of a justified return Supplier shall be obliged to issue and deliver to Purchaser relevant correcting invoices and return the price paid for the returned Products to the Purchaser within the date determined each time by the Parties (if such payment has already been made). Purchaser and its customers reserve the right to perform onsite inspections, testing and quality audits of Supplier's facility and/or manufacturer's facility in conformance with regulatory requirements or as otherwise deemed necessary by Purchaser and/or its customers in order to assess work quality, conformance with Purchaser's specifications, and conformance with Supplier's representations, warranties, certifications and covenants under this Purchase Order.
7. **Warranty.** Supplier warrants that all goods and/or services to be furnished hereunder will be free and clear of any and all liens and encumbrances whatsoever, will conform to the designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order, will perform as specified herein, will be manufactured in accordance with any applicable regulations, including Good Manufacturing Practices, and will be merchantable, of good

quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier), and to the extent that Supplier knows or has reason to know of the purpose for which the goods are intended, will be fit for such purpose. The warranties contained herein shall run to Purchaser and its customers and users of Purchaser's goods or services, and shall survive inspection, acceptance and payment.

8. **Prices; Invoicing; Payment Terms.** Unless otherwise specified by Purchaser or stated on the Purchase Order or Agreement, prices are EXW Purchaser's facility (Incoterms 2020), at the location indicated on the Purchase Order, and will be invoiced as set forth herein, or if not stated on the Purchase Order, at the price last paid by Purchaser to Supplier for similar goods or services, including all customs and duties and sales, use, excise, retailer's occupation and/or other taxes payable by reason of this transaction; and are firm, fixed prices. Unless otherwise specified by Purchaser on the Purchase Order, Supplier will invoice Purchaser for the goods and/or services provided under this Purchase Order when the title to the products is transferred to the Purchaser. Unless otherwise specified by Purchaser on the Purchase Order, all earned, payable, and undisputed amounts set forth in invoices shall be due net **sixty (60) days** from the date of Purchaser's receipt of the applicable invoice submitted in accordance with, and containing any information specified.
9. **Payment conditions.** Purchaser represents that it has the large enterprise status within the meaning of the Act on Combating Late Payments in Commercial Transactions of 8 March 2013 (the „Act“). Each time the Supplier undertakes to inform the Purchaser whether it has the large enterprise or micro-, small-, medium-sized enterprise status within the meaning of the Act. If its status within the meaning of the Act changes, Supplier undertakes to notify Purchaser immediately, but not later than 5 days after becoming aware of the change of status. If Supplier has the large enterprise status within the meaning of the Act, the payment term can be set in good faith longer than 60 days and Supplier represents that it accepts the payment term longer than 60 days and that it does not consider it to be grossly unfair to it. The abovementioned rights and obligations provided for in Section 9 shall not apply if the Supplier is not one of the entities designated in Article 2 of the Act.

Purchaser will make payments deriving from the Purchase Order only to the Supplier's bank account indicated for the Supplier being an active VAT payer listed on the White List referred to in Article 96b(1) of the VAT Act of 11 March 2004 (consolidated text Journal of Laws of 2020, item 106, as amended, the "VAT Act"). In the event of a change in its status within the meaning of the VAT Act, Supplier undertakes to notify Purchaser immediately, but no later than within 5 days of learning of the change in status.

10. **Set-Off.** Purchaser shall be entitled to set-off any amount owing at any time from Supplier to Purchaser against any amount payable at any time by Purchaser to Supplier.
11. **Intellectual Property.** Supplier transfers to Purchaser, and Purchaser acquires from Supplier, the author's economic rights to the works and related rights to the artistic performances created or performed as a result of performance of the Purchase Order upon their acceptance by Purchaser, without territorial or time limitations, in all forms of exploitation known at the date of conclusion of these terms and conditions, including the fields of exploitation specified in Article 50 and Article 86(1)(2) of the Act of 4 February 1994 on Author's Rights and Related Rights (Journal of Laws of 2022, item 2509), and in particular in the following forms of exploitation:

- (A) with respect to fixing and reproducing a work or an artistic performance - using a specific technique to make copies of the work or artistic performance, including printing, reprographic, magnetic recording and digital technique;
- (b) with respect to trading in an original or copies of the object on which a work or an artistic performance is fixed - marketing, lending or rental of the original or copies;
- (c) with respect to other forms of distribution of a work or an artistic performance than that referred to in point (b) above - public performance, display, screening, replaying and broadcasting and rebroadcasting as well as communicating a work or an artistic performance to the public in such a way that each person may access the work or the artistic performance from a place and at a time individually chosen by such person.

The scope of transfer of author's economic rights to works also includes the exclusive right to exercise derivative rights and the exclusive right to authorize the exercise of derivative rights in relation to works and artistic performances.

In the event of the emergence of a new form of exploitation, unknown at the time of concluding these terms and conditions, Supplier undertakes to transfer author's economic rights and related rights in such new form of exploitation to Purchaser within 14 (fourteen) days of receipt of a relevant request from Purchaser.

Supplier represents and warrants that the authors of works shall not exercise their moral rights and artistic performers shall not exercise their personal rights against Purchaser in respect of works and artistic performances created or performed under each Purchase Order in a manner that prevents the use of such works or artistic performances by Purchaser.

Supplier shall ensure that the persons whose images, including voices, have been recorded in the works or artistic performances made available to Purchaser under each Purchase Order had consented to the recording, reproduction and distribution of their image for the purpose and to the extent necessary for the performance of these terms and conditions.

. Purchaser will retain and have full ownership rights in all data and information generated or derived as a result of the services performed under this Purchase Order or through Supplier's use of or access to the Purchaser or its affiliates' Information (as defined in Section 17 below). To the extent permitted by applicable law, all data, information, reports, and any discoveries, inventions, utility models, industrial designs, ideas, suggestions, and know-how that may evolve from the data and information described above or are the result of the services by Supplier under any Purchase Order or through Supplier's use of or access to Purchaser or its affiliates' Information and that relate to Purchaser's products, their applications, and any other data or information arising out of this Purchase Order (collectively, "Developments") shall belong solely and exclusively to Purchaser and Supplier agrees to promptly inform Purchaser of such Developments. To the extent permitted by applicable law, Supplier agrees to assign and hereby assigns to Purchaser all rights, title, and interest (including rights to obtain exclusive rights for the Developments and other intellectual property rights) in any such Developments, and agrees to execute any appropriate documents to effect Purchaser's title thereto.

To the extent that Supplier uses third-party intellectual property objects for the performance of the results under a given Purchase Order, Supplier shall grant Purchaser a sub-licence to use

such objects to the extent necessary for the use of the respective result, together with the right to grant a further sub-licence.

Supplier transfers to Purchaser the ownership of the data carriers on which the works, artistic performances, and Developments are recorded.

The transfer of the rights in this Section shall take place without any time or territorial restrictions and within the remuneration specified in a given Purchase Order in relation to all forms of exploitation.

Supplier represents and warrants that the use of the works, artistic performances and/or Developments by Purchaser under these terms and conditions shall not infringe any rights of the third parties.

In the event that a third party makes claims against Purchaser for infringement of intellectual property rights or infringement of personal rights related to the results of the Supplier's services Purchaser undertakes to notify Supplier immediately of such fact and Supplier shall take a position on such claims within five (5) working days. In the event of litigation, Supplier undertakes to act jointly on the side of Purchaser in the legal proceedings (as defendant, plaintiff, or intervener). In the event that the use of the results of the Supplier's services by the Purchaser in accordance with the provisions of these terms and conditions constitutes a violation of any third party rights, in particular intellectual property rights or personal rights, as established by a general court or arbitration court, Supplier undertakes to cover all costs which Purchaser was obliged to cover due to such violation. Furthermore, in the case referred to in the preceding sentence, Supplier shall be obliged, without additional remuneration and delay to modify the results affected by the infringement so that they do not contain legal defects, after the modifications have been agreed with Purchaser.

12. **Compliance; Recall.** Supplier warrants that all goods and/or services called for herein have been produced or performed in compliance with contractual requirements, all applicable laws, rules, ethical standards and other regulations, including, without limitation, those pertaining to working conditions, payment of labour, and manufacture, branding, labeling, registration and shipment of goods as amended, modified, re-enacted and the standards and regulations issued thereunder, and any other applicable local law or regulation of the same or similar nature, and further certifies that all items furnished under this Purchase Order will conform to and comply with said acts, standards and regulations, and other applicable laws, rules and regulations, so far as the same pertain to the use of the goods or services as intended under this Purchase Order. Prior to commencing any services pursuant to this Purchase Order, Supplier will have obtained all necessary licenses, permits, waivers, releases, registrations, approvals and authorizations required in connection with the performance of the services, and same will be valid and sufficient throughout the term of this Purchase Order. In furtherance thereof, Supplier will provide all required written certifications, representations, and disclosures.

To the extent applicable, to the supply of goods and/or performance of services, Supplier represents that all goods supplied and to be supplied to Purchaser are approved for marketing in the country of origin and/or country of supply. In the event of any change in the above approval, Supplier will notify Purchaser in writing at least sixty (60) days before delivering any goods.

Supplier further represents that all goods supplied or to be supplied to Purchaser shall not be acquired from any country, entity, or individual listed on the Office of Foreign Assets Control

(OFAC)'s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

Further, Supplier agrees to comply with the Standards of Business Conduct of Purchaser and its affiliates, a copy of which is available for review at <https://ir.bauschhealth.com/corporate-governance/corporate-governance-documents>. Supplier will initiate a recall of any goods supplied to Purchaser pursuant to this Purchase Order if it reasonably determines a recall to be advisable or if required by any applicable law, rule, competent authority's decision or regulation. Supplier will immediately notify Purchaser in writing of any such recall. Supplier will bear the responsibility for all costs incurred in connection with any recall hereunder. Purchaser will cooperate fully with Supplier in effecting the recall.

13. **Non-Discrimination.** Purchaser and Supplier shall abide by all applicable laws, rules and regulations, which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
14. **Assignment.** Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier, nor shall Supplier sublet or subcontract any or all of the performance of services or production of goods called for hereunder without Purchaser's prior written approval. Purchaser shall be entitled to assign any of its rights, transfer any of its obligations, sub-contract, sublet, delegate, deal or charge any of its obligations without Suppliers consent. Any purported assignment, transfer or other dealing in contravention of this Section 14 shall be ineffective.
15. **Changes; Quality.** Purchaser may, at any time, by written order make changes or additions within the general scope of this Purchase Order (each, a "Change Order"). If any such change or addition causes any increase or decrease in the cost of, or the time required for performance of this Purchase Order, Supplier shall notify Purchaser in writing and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by Supplier for such adjustment must be asserted within thirty (30) days, or such other period as may be agreed upon in writing by the parties, after Supplier's receipt of the Change Order. Nothing herein shall excuse Supplier from proceeding with this Purchase Order as changed. This provision shall not in any way relieve Supplier of its obligation to provide goods or services in conformance with the regulations, designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order. Supplier will not make any changes to any goods or service (including, but not limited to, any changes to the manufacturing site, manufacturing process, labeling, raw materials or proportions of raw materials used in goods) delivered to Purchaser under this Purchase Order unless Supplier notifies Purchaser in writing of the change at least one hundred eighty (180) days before its implementation and Purchaser agrees to such change in writing, unless otherwise provided by national, EU or any other applicable regulations. If for any reason the change cannot be accepted Supplier will undertake all possible action to deliver the purchase order according to the current specifications. In any case, Supplier will be liable for all losses and damages that Purchaser may suffer if Supplier does not comply with the requirements of the preceding sentence. At Purchaser's request, Supplier will provide samples of goods produced with the proposed change to test in Purchaser's manufacturing process.

The Supplier agrees to monitor on an ongoing basis whether the products or services supplied under the Purchase Order comply with the currently applicable laws of the place of delivery, at the time of delivery, as well as throughout their shelf life after the date of delivery. If the law requires adjustment or withdrawal of a product due to non-compliance with current requirements, the Supplier will, at its own expense, take the necessary steps to adjust these products. The supplier will inform the Purchaser of any such changes as soon as it becomes aware of them.

16. **Termination.** Purchaser (in addition to any remedy for Supplier's default) shall have the right to terminate this Purchase Order in whole or in part, without cause, upon notice in writing to Supplier. Supplier shall thereupon as directed cease work and deliver to Purchaser all completed and partially completed goods or materials and work in progress, or otherwise dispose of such goods and materials, as directed by Purchaser, and Purchaser shall pay Supplier the following which shall be Purchaser's exclusive liability to Supplier for such termination and which in no event shall exceed the total price provided for herein:

- (a) The price provided in this Purchase Order for all goods and services which have been completed prior to termination and which are accepted by Purchaser; and
- (b) The actual expenditures on the uncompleted portion of this Purchase Order including reasonable cancellation charges paid by Supplier on account of commitments made in connection with this Purchase Order.

Notwithstanding the preceding sentence, if Supplier ceases to conduct its operation in the normal course of business, including an inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, or a receiver for Supplier is appointed or applied for, or an assignment of substantially all of the assets of Supplier for the benefit of creditors is made by Supplier, Purchaser may terminate this Purchase Order without liability, except for deliveries previously made or for goods or services covered by this Purchase Order then completed and subsequently delivered in accordance with the terms of this Purchase Order. Notwithstanding the foregoing, upon termination of this Purchase Order, Supplier shall promptly reimburse Purchaser for the full amount of any then paid but unearned fees, costs or expenses.

17. **Confidentiality.** The parties agree that all information furnished to other party or made available to other party or its affiliates hereunder or in contemplation hereof, including, but not limited to, any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, trade secrets, or data, written, oral or otherwise (all hereinafter designated "Information"), is proprietary to the party and/or its affiliates and shall remain confidential and the property of this party and/or its affiliates. Upon other party's request, all Information and copies of such Information in written, graphic, computer disk, CD or other tangible form shall be immediately returned to the party without cost. The Information shall be kept confidential, shall be used only in the filling of this Purchase Order, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Purchaser and Supplier in writing or if such disclosure is required pursuant to a valid judicial or governmental order or as required by applicable law, provided that, before such disclosure, the party compelled to disclose (i) notifies the other party of the requirement to disclose and (ii) cooperates in efforts between the parties to seek a protective order or otherwise avoid or minimize the disclosure. Further, Supplier shall not release to third parties any advertising, photographs or other information concerning this Purchase Order without

Purchaser's written consent. This Section will survive the expiration or termination of this Purchase Order.

18. **Non-Waiver; Validity.** Purchaser's failure at any time to require strict performance by Supplier of any of the provisions herein shall not waive or diminish Purchaser's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Purchaser shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of Purchaser. If any provision of this Purchase Order is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Purchase Order will not be affected.
19. **Gratuities.** It shall be deemed a default subject to Purchaser's right to terminate this Purchase Order if it is found that gratuities (in the form of entertainment, gifts, monetary or non-monetary payments or otherwise) were offered, promised or given directly or indirectly by any person acting on behalf of Supplier to any officer, employee or anyone acting on behalf of Purchaser or its affiliates or anyone holding public office if such payment would violate any applicable laws and/or with respect to the awarding of, or the making of any determination with respect to the performing of, this Purchase Order. The Parties warrant that any persons acting on behalf of the Parties shall not offer, promise or make, directly or indirectly, any monetary or non-monetary payments to anyone holding public office or to anyone acting on their behalf including payments influencing the activities covered by the subject matter of Purchase Order.
20. **Purchaser's Property.** Unless otherwise provided on the Purchase Order, all items, materials, facilities, tools, jigs, dies, fixtures, patterns or equipment furnished or paid for by Purchaser shall be Purchaser's property and Supplier shall bear the risk of loss thereof, and damage thereto, normal wear and tear excepted, while such property is in Supplier's possession. Property covered by this provision shall be suitably protected, segregated and marked as the property of Purchaser, shall not be moved from Supplier's premises without Purchaser's written approval, and shall be immediately delivered to Purchaser upon request.
21. **Debarment.** Supplier certifies that neither Supplier nor any person engaged directly or indirectly by Supplier to perform or participate in the services or supply of the goods hereunder is
 - (a) excluded, debarred, disqualified, suspended, or has been convicted of a criminal offence or otherwise ineligible to participate in government healthcare programs or in government procurement or non-procurement programs and no debarment is pending or has been initiated; or -
 - (b) is subject to any restrictions or sanctions imposed by any governmental or regulatory authority or professional body and Supplier certifies that Supplier will immediately notify Purchaser in writing if any such exclusion, debarment, , disqualification or other aforementioned impediments occur or to Supplier knowledge is threatened to occur with respect to Supplier or any such person.
22. **Audits.** Until the expiration of five (5) years after the furnishing of any services under this Purchase Order and in accordance with the provisions of any applicable law Supplier will make available to any duly authorized governmental or regulatory representatives, upon request, this Purchase Order, and the books, documents, and records of Supplier that are necessary to

certify the nature and extent of the costs of the services furnished in connection with this Purchase Order. Supplier further agrees that if it carries out any of the duties of this Purchase Order through a subcontract, with a value or cost of 45 000 PLN or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of five (5) years after the furnishing of such services pursuant to such subcontract, the related organization will make available to the duly authorized governmental or regulatory representatives, upon request, the subcontract, and the books, documents, and records of such subcontractor that are necessary to verify the nature and extent of the costs of the services furnished in connection with such subcontract.

23. **Indemnification.** Supplier agrees to forever defend, indemnify and hold Purchaser and its affiliates (and their respective directors, officers, employees, representatives, agents, customers, successors and assigns) harmless from and against all claims, liabilities, damages, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred that relate to or are caused by Supplier's performance or nonperformance of its duties under this Purchase Order, including, without limitation, any: (a) actual or alleged breach of warranty; (b) actual or alleged breach of any term of this Purchase Order; (c) actual or alleged infringement or contributory infringement of any patent, copyright, trademark, trade dress, service mark or any other intellectual property or other proprietary right arising in any way out of or connected with this Purchase Order, including, without limitation, by reason of the manufacture, delivery, use or sale of goods supplied under this Purchase Order and/or any deliverable, work product, information, material and/or service furnished by Supplier, or the use thereof; or (d) negligent act or omission or willful misconduct in connection with the manufacture or supply of the goods or furnishing of the services hereunder. This Section will not be construed to preclude or limit any other rights or remedies available to Purchaser.
24. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL PURCHASER OR ITS AFFILIATES HAVE ANY LIABILITY TO SUPPLIER FOR, AND SUPPLIER HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES.
25. **Use of Purchaser's Name; Publicity.** Supplier shall not issue any press release or other publicity materials or make any presentation with respect to the existence of this Purchase Order or the terms and conditions hereof, without the prior written consent of Purchaser in each instance. Supplier shall not publicize or use any name, trade name, service mark, trademark, trade dress, copyright, domain name or logo of Purchaser (or any of its affiliates) nor identify Purchaser (or any of its affiliates) as a customer without Purchaser's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable laws, rules or regulations, including as may be required by the disclosure policies of a major stock exchange.
26. **Force Majeure.** Neither party will be responsible for any delay or default under this Purchase Order by reason of strikes, riots, wars, acts of terrorism, fire, , or any other cause beyond such party's reasonable control (a "Force Majeure Event"), provided that the affected party shall immediately give notice thereof to the other party, and shall take all reasonable steps to overcome the effects of such event as soon as possible, and such party's delay in performance shall be excused only for the period of delay caused by such event.

27. **Independent Contractor.** The parties are independent contractors, and this Purchase Order will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.
28. **Governing Law.** This Purchase Order shall be governed by, construed, interpreted and enforced under the laws of Poland, without regard to the conflicts of laws principles thereof.
29. **Headings.** Section headings are set forth herein for the purpose of convenience only. Such headings will not be considered or otherwise referred to when interpreting or applying any term, provision or condition set forth herein.
30. **Survival.** The provisions of this Purchase Order that by their nature would survive the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order, including, without limitation, the confidentiality provisions set forth in Section 17 hereof.
31. **Insurance Requirements**
During the term of this Purchase Order or any extension hereof, Supplier shall procure and maintain, and shall require all permitted subcontractors to procure and maintain, at its sole cost and expense, insurance coverage with respect to the conduct of its business in such types and amounts as specified below. The insurance company(s) providing these policies shall comply with the applicable laws and shall be licensed to do business in the applicable jurisdiction. (a) Workers' Compensation (or Social Scheme) as required by law where the services are to be performed, including Employers' Liability Insurance of not less than PLN 4 500 000 per employee and per accident. (b) Commercial General (or Public) Liability Insurance, including Products/Completed Operations, Property Damage, Contractual Liability, and Personal Injury and Advertising Injury of not less than PLN 9 000 000 PLN per occurrence and PLN 18 000 000 in the aggregate. Purchaser and its affiliates, officers, directors and employees shall be included on the policy as additional insureds. The insurance shall be primary and non- contributory. (c) Professional Liability Insurance covering errors, omissions or negligent acts arising out of the professional services to be performed hereunder. The limit of liability shall not be less than PLN 22 500 000 each claim and in the aggregate. Coverage shall continue for three (3) years following the expiration or termination of this Purchase Order. (d) Cyber (or Privacy) Liability Insurance, including coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, and other breaches of personally identifiable information and/or protected health information, that may arise from work under this Purchase Order, of not less than PLN 22 500 000 each claim and in the aggregate. (e) "All risk" property insurance covering all equipment, merchandise and all other items belonging to Supplier on Purchaser's premises.

Where permitted by law, the foregoing policies shall contain a waiver of subrogation.

Prior to commencing work, Supplier shall provide a certificate of insurance to Purchaser as evidence that policies providing such coverage and limits of insurance are in full force and effect. Thereafter, the certificate of insurance shall be provided annually. Supplier shall provide not less than thirty (30) calendar days' advance notice of any cancellation, termination or material alteration of said insurance policies; however, providing such notice will not relieve Supplier of its obligation of maintaining insurance in accordance with the terms hereunder. The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of Supplier. The carrying of insurance described shall in no way be interpreted as relieving Supplier of any responsibility or liability under this Purchase Order.

32. **Conflict Minerals Rule**

Supplier acknowledges and understands that Purchaser is a subsidiary of Bausch Health Companies Inc. ("Parent"), and that Parent is a public company that files reports with the SEC under the Securities Exchange Act of 1934 (the "Exchange Act"), and, as a result, is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations of the SEC thereunder, including the applicable amendments to the Exchange Act (collectively, the "Conflict Minerals Rule"). Under the Conflict Minerals Rule, Parent is required to submit reports to the SEC, which are publicly available, disclosing (a) whether any Conflict Minerals necessary to the functionality or production of the goods of Parent or its subsidiaries, including Purchaser, originated from the Democratic Republic of the Congo ("DRC") or any adjoining country; and (b) if any Conflict Minerals did originate in the DRC or an adjoining country, the due diligence measures taken by Parent to identify the source of the Conflict Minerals used in its goods. (b) Supplier hereby represents, warrants and covenants to Purchaser that no Conflict Minerals are or will be contained in or necessary to the functionality or production of any of the goods, parts, or materials delivered to Purchaser under this Purchase Order. Supplier shall provide Purchaser with such documents, information, and other evidence as to the accuracy of the foregoing representation, warranty and covenant as Purchaser shall from time to time request. Supplier agrees to immediately inform Purchaser in writing if it learns or has reason to believe that the foregoing representation, warranty and covenant is untrue with respect to any goods, parts, or materials that have been or will be delivered to Purchaser hereunder.

As used in this Section and in the Conflict Minerals Rule, the term "Conflict Minerals" means (1) columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten); and (2) any other mineral or its derivatives, the exploitation and trade of which is determined by the United States Secretary of State to be financing conflict in the DRC or an adjoining country.

33. **Sanctions and Export Control Laws**

34. Notwithstanding any other provision of this Purchase Order, with respect to all activities conducted under this Purchase Order and all dealings involving the products to be provided under this Purchase Order, Supplier agrees to comply with all applicable (i) economic and trade sanctions laws, regulations, orders and directives administered or enforced by the relevant sanctions authority, , and (ii) export control laws, regulations, orders and directives, such as the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, EU and EU Member State export controls administered pursuant to Council Regulation (EC) 428/2009, and the various national export control laws and regulations of Member States (collectively, "Export Control Laws").

35. Supplier represents and covenants that (i) it is not, nor is it (x) owned 50% or more, in the aggregate, directly or indirectly by a person or entity that is, the subject or target of Sanctions or (y) controlled by a person or entity that is, the subject or target of Sanctions (either (x) or (y), being, a "Sanctions Target"); (ii) it shall immediately (within one (1) business day of becoming aware of such information) notify Purchaser and its affiliates in writing in the event that Supplier becomes a Sanctions Target; (iii) it shall not act on behalf of any Sanctions Target with respect to any activities conducted under this Purchase Order or otherwise in relation to the Product to be provided under this Purchase Order; (iv) it will not resell, or otherwise

transfer possession of or title to, any Product to be provided under this Purchase Order to any third-party (whether or not affiliated with Supplier) without first obtaining written authorization from Purchaser and its affiliates; (v) it will provide, upon the request of Purchaser and its affiliates, any information and/or records regarding the sale, export, reexport or other transfer of items and/or activities provided under this Purchase Order that Purchaser and its affiliates request for purposes of ensuring its compliance with applicable Sanctions and/or Export Control Laws; and (vi) any payments made to Purchaser and its affiliates by or on behalf of Supplier will not be directly or indirectly processed to or through any financial institution or other money services business which: (A) is a Sanctions Target; or (B) would result in a violation of Sanctions and/or Export Control Laws applicable to such financial institution, other money services business, or to Purchaser by processing such payment.

36. Protection of Personal Information

To the extent applicable, Supplier and Purchaser will comply with all applicable national and international laws, statutes, rules, codes, regulations and guidelines relating to protection of personal information, including, but not limited to, the personal information of individuals, including the European Union ("EU") General Data Protection Regulation as it relates to the protection of the personal information of EU individuals, and the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) as it relates to the protection of the personal information of US individuals. The purpose of processing personal data of the other Party is the conclusion and performance of the Purchase Order (article 6(1)(b) of the GDPR) and in order to comply with legal obligations to which the controller is subject under tax and accounting law (article 6(1)(c) of the GDPR). The other Party's data can also be processed for the purposes of the legitimate interests pursued by the controller, such as debt collection and claiming amounts due under the Agreement (article 6(1)(f) of the GDPR).