

# Terms of Use

GlaxoSmithKline is pleased to provide this GlaxoSmithKline Web site (the "Site") for Your use and convenience, subject to these Terms of Use ("TOU") which are applicable to all users of the Site as well as the organization they represent (collectively referred to as either "You" or "Purchaser"). BY USING THE SITE, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THE TOU. GSK may amend the TOU from time to time without notice to You. You can review the most current version of the TOU at any time at: [www.gskdirect.com](http://www.gskdirect.com).

This Site is intended by GSK to be a tool to provide information and to facilitate transactions between GSK and [gskdirect.com](http://www.gskdirect.com) users. You agree that neither the content nor use of this Site shall modify or amend the terms and conditions of any written agreement between Purchaser and GSK for the sale of Products, and all transactions for the sale of Products shall remain subject to any such agreement. In the absence of a written agreement between GSK and Purchaser, the Standard Terms and Conditions of Sale shall apply to all sales of Products to Purchaser ([www.gskdirect.com](http://www.gskdirect.com)).

In addition, when using certain areas of the Site, You shall be subject to any additional posted terms, conditions, and guidelines applicable to such areas, including without limitation, the Copyright, Disclaimer, and Privacy Policy notices linked from the bottom of each page. All such terms, conditions, and guidelines are incorporated by reference into the TOU.

## Site Use:

Through Your use of this Site, You agree that You are only authorized to visit, view, and to retain a copy of pages of this Site for Your own internal use to and that You shall not duplicate, download, publish, modify, or otherwise distribute the material on this Site for any purpose other than to review information, and review and enter information related to transactions. You further agree that You will make no unauthorized uses of the Site, including, but not limited to unauthorized marketing, unauthorized Product sales, for disclosure of Confidential Information (described below), or unauthorized framing of or linking to the Site.

GSK will use a technique called "page tagging" that will track which pages You view on the Site each time You use and navigate the Site. GSK reserves the right to collect this tracking data, and may submit portions of this data that are non-personal identifiable to a third party vendor of GSK's choosing, in order to assist GSK in properly tracking Site navigation and usage by all users of the Site.

## Representations and Warranties:

You agree that: (i) You have read these TOU and understand that they constitute a valid, binding obligation, (ii) any information You enter and transmit to GSK through this Site is true and accurate to the best of Your knowledge and belief, and (iii) You have full power, authority and legal capacity to enter into these TOU and fulfill its obligations. You further agree that You have the authority to bind and represent Your employer/Purchaser or, if not an employee, the organization/Purchaser You represent in placing orders for Products or in communicating with GSK through this site regarding the purchase of Products.

## Warranty and Limitation of Liability:

GSK provides the Site to facilitate communications regarding the ordering, shipping and billing for its Products. GSK makes no guarantees, warranties, or representation with respect to any specific result from use of this Site, to use of the GSK services, or to services, shipment, or delivery performed by third parties in shipping Products. GSK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FROM LOSS OF BUSINESS, DIMINUTION OF PROPERTY VALUE, LOSS OF PROFITS, OR DOWN TIME)

RESULTING FROM USE OF THIS SITE, WHETHER BASED IN CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Exclusions and Limitations:**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. However, You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Termination:**

GSK may terminate these TOU and Your use of the Site at any time if You violate any provision of these TOU or if it is unable to verify or authenticate the information You provide to GSK.

### **Non-Transferable:**

Your right to use the Site is not transferable and is subject to any limits established by GSK and any other applicable agreements between You and GSK.

### **Regulatory Matters:**

You acknowledge that certain Products referenced on or through this Site may be subject to certain regulatory requirements. Some of these regulations may impose requirements on purchasers and users of certain Products, and under certain circumstances different or unanticipated Product usage may trigger new or additional regulatory requirements. You acknowledge and agree that You will be solely responsible for learning, understanding, and complying with all laws and regulations potentially applicable to those Products You purchase through the Site. As a user of the Site, You agree to properly investigate the applicability of all such requirements upon purchasing Products from the Site, and warrant that You are properly authorized to purchase any Products requiring licensing or permitting as a condition of their use and distribution.

## **GENERAL PROVISIONS**

### **Notice:**

Unless stated otherwise, all notices will be sent by e-mail:

- 1 by You to [GSK.Direct@gsk.com](mailto:GSK.Direct@gsk.com) or
- 2 by GSK either to the e-mail address You provide to GSK during the registration process or other address that You specify in writing.

Alternatively, GSK may provide notice by certified mail, postage prepaid and return receipt requested, to the address provided to GSK on the user's registration form, or You may provide notice by certified mail to GSK at: GlaxoSmithKline

Customer Relations/Operations Web Administrator, 5 Moore Drive, Bide-B3178, Research Triangle Park, NC 27709.

**Force Majeure:**

GSK will not be responsible for delays or failures in performing its obligations under these TOU due to any cause beyond its reasonable control, including but not limited to strike or other labor disturbance, fire, flood, earthquake, storm or governmental action.

**Governing Law:**

These TOU shall be governed by the laws of the State of North Carolina without regard to conflict of law provisions and as if made and to be performed entirely within the State of North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these TOU and is strictly excluded.

**Entire TOU:**

These TOU constitutes the entire TOU between the parties with respect to the Site, provided that if any conflict should arise between the terms of these TOU and any written agreement between You and GSK, the written agreement terms shall be controlling. These TOU supersedes all prior proposals, negotiations, conversations, discussions and TOUs between the parties concerning the information it covers.

**Severability:**

If any section of these TOU are found to be invalid or unenforceable in any jurisdiction in which it is performed, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal substance of these TOU and transactions contemplated hereby is not affected in any manner adverse to any party. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the greatest extent possible.

**Binding Effect:**

These TOU will be binding upon and enforceable by the parties it describes and their respective heirs, personal representatives, successors and assigns.

**Confidentiality:**

All information provided to You or to a Purchaser on this Site by GSK, including any information concerning contracts, prices, quantities purchased by any customer, or other terms and conditions, shall be held in strict confidence and not disclosed either directly or indirectly to any third party. In the event of a violation or anticipated violation of this covenant, without limiting any of its remedies available at law or in equity, GSK shall be entitled to obtain injunctive relief to prevent You and/or Purchaser from violating or further violating this covenant.

**Non-Waiver:**

The failure of GSK to enforce or require enforcement of any provisions of these TOU will not constitute, or be construed to be, a waiver of the TOU's provisions, nor will it affect GSK's right to enforce all provisions of these TOU thereafter.