

**JANSSEN-CILAG PTY LTD (JCA)**  
**STANDARD TERMS AND CONDITIONS OF SALE FOR AUSTRALIA AND NEW ZEALAND**

**1 APPLICATION OF STANDARD TERMS**

- 1.1 Subject to any variation under clause 25.4:
- (a) the Contract will be on these Standard Terms to the exclusion of all other terms and conditions (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document); and
  - (b) no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 1.2 JCA may revise these Standard Terms at any time by prior notice to the Customer, and those revised Standard Terms will apply to all Orders placed by the Customer after such a notice is given.

**2 ORDERS**

- 2.1 Orders for Products are to be placed by the Customer in accordance with Annexure A.
- 2.2 Each order for Products made by the Customer to JCA shall be deemed to be an offer by the Customer to purchase Products subject to these Standard Terms until it is accepted by JCA. If an order is not accepted by JCA within 7 days of it being placed by the Customer, the Customer may withdraw the order by written notice to JCA.
- 2.3 In exceptional circumstances (including, without limitation, the Goods being recalled, or the Goods being no longer available due to events beyond JCA's reasonable control), JCA may cancel the acceptance of any Order for Products at any time before delivery. The Customer may only cancel an Order for Products with JCA's prior written consent.
- 2.4 JCA may discontinue supply of any Product without notice, unless otherwise required by law.
- 2.5 By making an Order, the Customer acknowledges that it has read, understood, and agreed to be bound by the terms and conditions set forth in these Standard Terms.
- 2.6 When an Order is recorded in JCA's order processing system and JCA has:
- (a) generated an order number or track number on its system; and
  - (b) notified the Customer of acceptance of the Order by email,
- a contract will be formed between the parties. A separate Contract is formed in relation to each Order.
- 2.7 The Customer can obtain the relevant order number or track number associated with an Order by requesting it from JCA customer services.

- 2.8 To ensure safe handling and minimise breakages in transit some Products are only supplied in "minimum order" packaging. JCA will notify the Customer of any minimum order packaging requirements prior to or at the time an order is placed for those Products. Orders for less than the specified "minimum order" quantity will be rounded to the nearest "minimum order" quantity, and the Customer will be required to pay for all Products supplied, with such amount being deemed to be the "Products" under the Contract.

- 2.9 JCA may withhold delivery of Products (whether or not an Order has been accepted) for non-payment of any amounts due and payable or any material breach of these Standard Terms by the Customer.

**3 CANCELLATION**

In the event that JCA is unable to deliver part or all of the Products the subject of an Order it has accepted (e.g. due to unforeseen circumstances or events beyond the reasonable control of JCA), JCA may:

- (a) if available, offer the Customer alternative comparable products within JCA's range of products; or
- (b) if no comparable products are available or the Customer does not wish to accept the equivalent Products offered by JCA, allow the Customer to choose between:
  - (i) placing the affected order (or relevant part of it) on hold until JCA is able to supply the affected Products; or
  - (ii) cancel the affected part of the order (or the whole order where all Products the subject of the Order are affected).

**4 PRICES**

- 4.1 Products will be invoiced in accordance with JCA's prevailing price lists that are made available to the Customer on JCA's ordering processing system applicable at the time that JCA generates the relevant order number or track number on its system.
- 4.2 Prices for Products may change however such changes will not apply retrospectively to orders a Customer has already placed. JCA will update its price lists and ordering systems when a price changes. Customers should check those price lists and systems before placing an order for any Products. JCA will inform the Customer if it has inserted incorrect pricing in a purchase order for any Products.
- 4.3 GST:
- (a) All prices quoted or listed are exclusive of GST unless expressly indicated to the contrary.

- (b) Where a payment or consideration for the Products is not expressed to include GST, the Customer must pay, in addition to the payment or consideration expressed and without deduction or set off, an amount in respect of GST applicable to the supply by JCA to the Customer.
- (c) Payment of GST must be made at the same time as payment is due on the invoice for the Products.
- (d) JCA must issue the Customer with a correctly rendered tax invoice for any amount collected on account of GST.
  - (i) For Australia: In this clause, words and expressions which have a defined meaning in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) have the same meaning as in the GST Act.
  - (ii) For New Zealand: In this clause, words and expressions which have a defined meaning in the Goods and Services Tax Act 1985 (GST Act) have the same meaning as in the GST Act.

## **5 PAYMENT**

- 5.1 Products will be invoiced on or about the date they are dispatched by JCA to the Customer.
- 5.2 Where the Customer has a trading account with JCA: Payment is to be made to JCA by the Customer on the 20th day of the month following the invoice.

Where the Customer does not have a trading account with JCA: Payment is to be made to JCA by the Customer 7 days after the date of the invoice.
- 5.3 Payment must be made to JCA without set-off or deduction of any kind.
- 5.4 The Customer will pay JCA interest on all overdue amounts calculated daily from the due date for payment at the rate which is:
  - (a) For orders in Australia, 4% above the Reserve Bank of Australia's Interbank Overnight Cash Rate; and
  - (b) For orders in New Zealand, 4% above the Reserve Bank of New Zealand's Official Cash Rate.

## **6 DELIVERY TERMS AND CHARGES**

- 6.1 Delivery occurs when possession or control of the Products passes to the Customer, its agent or carrier, at the Customer's premises or any other location agreed between the Customer and JCA.
- 6.2 Subject to clause 6.4, a receipt for the Products signed on behalf of the Customer will be conclusive evidence of delivery.
- 6.3 JCA will make reasonable efforts to deliver Products on a specific date requested by the Customer or, if any of those dates fall on a weekend or public holiday, the first working day after that date. However, the parties agree that time is not of the essence in respect of Delivery and JCA will not be liable to the Customer for failure to deliver on any specific date.
- 6.4 Without limiting any rights of the Customer contemplated by clause 19.3 or at law, the Customer must notify JCA within 10 days of

delivery of any short fall in Products delivered.

- 6.5 All Orders in excess of \$5000 (in AUD or NZD as relevant and excluding GST) will be free into store throughout Australia or New Zealand, as applicable. Orders of \$5000 or less (excluding GST), will incur a \$150 handling and administration fee.
- 6.6 For the avoidance of doubt, JCA will not charge a separate delivery fee if JCA elects to make partial delivery, or delivery by instalments under clause 6.3.
- 6.7 If the Customer requests express freight of Products or any non-standard form of delivery, the Customer will be responsible for the freight/delivery costs and such costs will be added to the invoiced costs and be payable at the same time. JCA will notify the Customer in advance of such freight/delivery costs. If the Customer does not accept such costs, delivery of Products will be by standard form of delivery.

## **7 RISK/TITLE**

- 7.1 Risk of damage to or loss of the Products shall pass to the Customer at the time when the Products are delivered to the Customer.
- 7.2 Title in the Products passes to the Customer when JCA has received (in cash or cleared funds) full payment for the price of the Products and all applicable charges for that order of Products.

## **8 RECOVERY OF PRODUCTS**

- 8.1 Until title of the Products has passed to the Customer, the Customer must:
  - (a) hold the Products on behalf of JCA;
  - (b) store the Products (at no cost to JCA) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as JCA's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
  - (d) maintain the Products in satisfactory condition insured on JCA's behalf for their full price against all risks to the reasonable satisfaction of JCA. On request the Customer shall produce the policy of insurance to JCA.
- 8.2 The Customer may resell the Products before title has passed to it solely on the following conditions:
  - (a) any sale shall be effected in the ordinary course of the Customer's business at arm's length; and
  - (b) any such sale shall be a sale of JCA's property on the Customer's own behalf and the Customer shall hold the proceeds on account for JCA.

## **9 PPSA**

- 9.1 If the Contract is or contains a security interest for the purposes of the PPSA, the Customer agrees to do anything lawful (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which JCA reasonably considers necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; or
  - (b) enabling JCA to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by JCA; or
  - (c) enabling JCA to exercise rights in connection with the security interest.

## **10 RETURNS; DAMAGED PRODUCTS**

- 10.1 Without limiting any statutory rights of the Customer contemplated under clause 19.3, JCA will replace damaged stock as soon as reasonably practicable or issue the Customer with a credit.
- 10.2 The Customer is responsible for all costs of delivery applicable to the return of the Products to JCA, unless JCA, acting reasonably and in accordance with applicable law, determines that the Products are damaged.
- 10.3 In the event the Customer returns non-damaged Products, JCA reserves the right to charge a restocking fee on Products returned, at a rate of 15% of invoiced cost.
- 10.4 Subject to clause 10.6, JCA is under no obligation to accept return of or provide refund or credit, and will not replace, refund or provide credit, for any Products (including non-damaged, short dated or expired Products) that have been supplied in accordance with these Standard Terms and any applicable statutory guarantees under the Australian Consumer Law.
- 10.5 In circumstances where JCA does accept return of Products for any reason and JCA has not been notified of a request to return within 7 days of delivery, the Customer is required to sign and return a standard customer declaration to confirm that the Products being returned have been appropriately stored and the chain of custody has been maintained. JCA will provide this form as required.
- 10.6 Nothing in this clause 10 has the effect of limiting any rights of the Customer which cannot be excluded or limited at law, including under the Australian Consumer Law.

## **11 STORAGE, HANDLING AND USE OF PRODUCTS**

- 11.1 It is the Customer's responsibility:
- (a) to ensure that it and its Personnel comply with all applicable health and safety regulations and therapeutic goods requirements are observed and other appropriate steps taken in relation to the storage, handling, sale and the use of the Products once they are delivered to the Customer; and
  - (b) where information is supplied to the Customer on potential hazards relating to the Products, to bring such information to the attention of its Personnel, sub-contractors, visitors and customers.
- 11.2 Without prejudice to the foregoing, it is also the Customer's responsibility to provide safe facilities for the reception of Products into storage.

## **12 COUNTERFEIT PRODUCTS**

- 12.1 The Customer acknowledges there are safety and regulatory concerns in relation to medical products that are counterfeit or not approved or packaged for sale in the country of the Customer. To safeguard the welfare of patients and the reputation of JCA, its Affiliates and JCA's and its Affiliates' products, the Customer warrants it will only purchase JCA's products from JCA or its authorised distributors while the Customer has an active account with JCA.
- 12.2 The Customer shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of JCA attached to or placed upon the Products.
- 12.3 JCA may refuse to continue to supply its products to the Customer if JCA considers on reasonable grounds that the Customer has breached this clause 12. Any such refusal will be without prejudice to JCA's rights to claim damages and indemnities from the Customer.

## **13 USE AND RESALE OF PRODUCTS**

- 13.1 Except as agreed and executed in writing between JCA and the Customer, the Customer agrees that:
- (a) Products purchased in Australia may only be used or resold in Australia and Products purchased for sale in New Zealand may only be used or resold in New Zealand; and
  - (b) the Customer agrees that it is buying the Products for its own internal use only and not for resale to any third party.

Where the Customer supplies Products to any other person in the course of trading, the Customer must not give or make any undertaking, assertion or representation in relation to the Products without JCA's prior written approval. In any event, the Customer must not make any representations or advertise the Products in any way contrary to any laws including any health and safety regulations and therapeutic goods requirements and must not make any representations or advertise the Products in a way which promotes or suggests the unauthorised use of therapeutic goods.

#### **14 RIGHT TO AUDIT**

- 14.1 The Customer agrees to allow JCA or its designee on reasonable prior notice, to periodically conduct audits to verify compliance with these Standard Terms.
- 14.2 The Customer agrees to provide the audit team with access to all applicable records and/or facilities and provide any additional information on request of the auditors, in order to complete a proper and thorough audit.

#### **15 APPLICABLE LAWS**

- 15.1 The Customer agrees to comply with all applicable laws including in relation to the handling, storage, sale and distribution of the Products.
- 15.2 Neither party shall perform any actions that are prohibited by Anti- Corruption Laws that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

#### **16 PRODUCT RECALLS**

In the event that any of the Products are subject to a recall, product correction, hazard alert or other analogous action by either (i) JCA or (ii) any governmental agency or regulatory authority, the Customer will take all reasonable steps to assist with (including identification of any party to whom the Products have been supplied by the Customer), and will comply with any reasonable directions given by JCA, in respect of such matter.

#### **17 SINGLE USE PRODUCTS**

The Customer acknowledges that a Single-Use Product may be used once only and no right or license is conveyed with respect to such Single-Use Products beyond the right to use the products once and only once.

#### **18 INDEMNITY**

To the extent permitted by law, the Customer indemnifies JCA, its Affiliates and Personnel against any cost, expense, damage, judgment or loss incurred by JCA as a result of, or in connection with, any third party claim, demand or cause of action against JCA in relation to or arising from:

- (a) a breach of the Contract by the Customer; or
- (b) any negligent or unlawful act or omission or willful misconduct by the Customer, or its Personnel,

except to the extent that such cost, expense, damage, judgment or loss is caused, or contributed to, by JCA, its Affiliates or its Personnel.

#### **19 WARRANTIES AND STATUTORY RIGHTS**

- 19.1 Other than as specifically set out in these Standard Terms, all warranties implied by statute or law are excluded to the full extent permitted by law. Nothing in these Standard Terms limits any rights of a party at law (including under the Australian Consumer Law) which cannot be limited or excluded by law or by agreement.
- 19.2 JCA warrants that if any of the Products are therapeutic goods for the purposes of the *Therapeutic Goods Act 1989* (Cth) or have a therapeutic purpose as defined in the *Medicines Act 1981 (New Zealand)* as applicable, and that such goods are registered, listed, approved or included on the register of (as the case may be) the relevant regulatory authority.
- 19.3 If the Customer is a Consumer at the time of supply of the Products, statutory guarantees apply to that supply that cannot be excluded under the Australian Consumer Law (**ACL**). If that is the case, the Customer is entitled to a replacement or refund for a major failure (as defined under the ACL) and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
- 19.4 Each party warrants that it will comply with applicable laws.

#### **20 LIMITATION OF LIABILITY**

- 20.1 To the extent permitted by law, a failure of JCA to comply with a statutory guarantee under the ACL for a supply under the Contract (other than a guarantee under section 51, 52 or 53 of the ACL) which may not be excluded, restricted or modified by agreement is limited to one or more of the following:
- (a) for a supply of Products:
- (i) the replacement of the Products or the supply of equivalent Products;
  - (ii) the repair of the Products;
  - (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products; or
  - (iv) the payment of the cost of having the Products repaired; and
- (b) for a supply of services:
- (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.
- 20.2 To the extent permitted by law, and to the extent that clause 20.1 does not apply, JCA limits its liability for loss or damage suffered or incurred by the Customer as a result of JCA's negligence, and any breach of a warranty or condition under the Contract, to one or more of the following:

- (a) for a supply of Products:
    - (i) the replacement of the Products or the supply of equivalent Products;
    - (ii) the repair of the Products;
    - (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products; or
    - (iv) the payment of the cost of having the Products repaired; and
  - (b) for a supply of services:
    - (i) the supplying of the services again; or
    - (ii) the payment of the cost of having the services supplied again.
- 20.3 To the extent a permitted by law and subject to clause 20.4, the Customer's liability to JCA for loss or damage incurred by JCA as a result of the Customer's negligence, and any breach of a warranty or condition under the Contract, is limited to the price payable for the Products supplied to the Customer under the Contract.
- 20.4 Clause 20.3 does not apply in respect of any third party claims made against JCA, its Affiliates or its or their Personnel arising from:
- (a) breach of the Agreement by the Customer, including any breach of an obligation of confidentiality or privacy under clause 23;
  - (b) negligence of the Customer or its Personnel;
  - (c) any unlawful conduct of the Customer or its Personnel;
  - (d) any willful misconduct by the Customer or its Personnel; or
  - (e) any use of Products by the Customer or its Personnel other than for their intended purpose (including any off-label use, use other than as permitted by law or use other than in accordance with directions for use or instructions applicable to the Products).
- 20.5 To the extent permitted by law, neither party is liable to the other for any Consequential Loss.

## 21 INTELLECTUAL PROPERTY

- 21.1 The Customer is not permitted to use any of JCA's or its Affiliates' intellectual property for any purpose without JCA's or any of its Affiliates' prior written consent.
- 21.2 No right, title, interest or license in any of JCA's or its Affiliates' intellectual property is granted to the Customer under the Contract.

## 22 FORCE MAJEURE

The parties shall be excused for delays in performance or failure of performance (except payment of amounts due) to the extent arising from causes beyond such party's reasonable control, including without limitation, strikes, wars, fires, acts of terror or acts of God, such as floods

and earthquakes. In the event of any such event or condition, the party whose performance is excused shall notify the other party as soon as practicable and shall make diligent efforts to perform its obligations at its earliest opportunity.

## 23 CONFIDENTIALITY AND PRIVACY

23.1 The Customer shall keep in confidence and shall not, without securing JCA's prior written consent, originate any publicity (including any news release or public announcement) or disclose to any third party any Confidential Information, except:

- (a) to its employees or representatives requiring the information for the purposes of the Order, provided they are made aware of these restrictions; or
- (b) if the Customer is required to do so by law or by a stock exchange; or
- (c) if the Customer is required to do so in connection with legal proceedings relating to the Products or the Contract.

23.2 The Customer must ensure that it and its Personnel comply with the *Privacy Act 1988* (Cth) with respect to the collection, use, disclosure, handling or retention of Personal Information in connection with the Products or this Contract as well as any other relevant privacy laws or regulations.

## 24 DISPUTE RESOLUTION

- 24.1 Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court.
- 24.2 If a dispute arises between the parties in connection with the Contract, the parties undertake in good faith to use all reasonable endeavours to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level).

## 25 GENERAL

25.1 (**notices**) Notices, consents and other communications in connection with the Contract must be in "writing" and hand-delivered, sent by pre-paid post, or emailed to the other party's representative identified in the Contract. If the recipient is JCA and the notice will be served by email, the notice must be copied to [dl-jacalegal@its.nj.com](mailto:dl-jacalegal@its.nj.com). Notices take effect as follows:

- (a) hand-delivery – at the time the delivery is made;
- (b) pre-paid post – one Business Day after posting; and
- (c) email – when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee).

25.2 (**assignment**) The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of JCA.

25.3 (**no exclusivity**) The relationship between the parties is not one of exclusivity.

25.4 (**waiver/amendment**) Subject to clause 1.2, the terms of these Standard Terms may only be amended by agreement of the parties in writing which specifically refers to this clause 25.4. Any variation to these Standard Terms or

representations about the Products which do not satisfy this clause 25.4 shall have no effect. A waiver of rights under the Agreement by a party shall not be deemed a waiver of any subsequent or ongoing rights of that party.

- 25.5 (**exercise of rights**) A party may exercise a right, remedy or power in any way that party considers appropriate.
- 25.6 (**survival**) Clauses 5, 7.2, 8, 9, 10, 11, 12, 13, 14, 15.1, 17, 18, 19, 20, 22, 23, 24, 25 and 26 survive termination or expiry of the Contract together with any other term which by its nature is intended to do so.
- 25.7 (**severability**) If the whole or any part of a provision of these Standard Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Standard Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Standard Terms or is contrary to public policy.
- 25.8 (**no partnership**) Nothing contained or implied in these Standard Terms or the Contract will create a joint venture, partnership or principal and agency relationship between the parties and neither party will represent that it is the joint venturer, the partner, principal or the agent of the other party and neither party will have power to bind or obligate the other party in any manner whatsoever.
- 25.9 (**governing law**) The laws of the NSW, Australia will govern the Contract and the parties submit to the non-exclusive jurisdiction of the courts of NSW, Australia.
- 25.10 (**PPSA notice**) Neither party need give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- 25.11 (**termination**) A party may terminate the Contract if the other party materially breaches these Standard Terms and the breach cannot be remedied, or if the breach can be remedied but that other party fails to remedy the breach within 10 business days of notice by the first party to remedy the breach. JCA may terminate the Contract if, in JCA's reasonable opinion, an act or omission by the Customer damages, or is likely to damage, JCA's reputation (this right of termination does not apply where the damage to JCA's reputation is directly due to the breach of this Contract or negligence of JCA), or the Customer or JCA undergoes a change of control. Termination or expiry of the Contract does not affect any accrued rights or remedies of either party.

## 26 INTERPRETATION

- 26.1 In these conditions the following words have the following meanings:

"**ACL**" means the Australian Consumer Law.

"**Affiliate**" has the meaning given to the term "related body corporate" in the Corporations Act 2001 (Cth) and the Companies Act 1993 (New Zealand), as applicable.

"**Anti-corruption laws**" means local and other anti-corruption laws.

"**Confidential Information**" means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties relating to JCA's business, technology or other affairs and includes the Contract and any pricing arrangements or discounts discussed or agreed by the parties.

"**Consequential Loss**" means:

- (a) special, indirect or consequential loss;
  - (b) loss of revenue;
  - (c) loss of profits or savings;
  - (d) loss of opportunity;
  - (e) loss of bargain;
  - (f) damage to credit rating; and
  - (g) loss in connection with claims made by third parties,
- but does not include any Direct Loss unless the Direct Loss falls within any of the categories of loss listed paragraphs (b) to (g) of this definition.

"**Consumer**" has the meaning given in clause 3 (titled "Meaning of consumer") of the Australian Consumer Law.

"**Contract**" means the contract for the supply of Products between JCA and the Customer on these Standard Terms formed in accordance with clause 2.6.

"**Customer**" means the person(s), firm or company who purchases the Products from JCA.

"**Direct Loss**" means loss or damage which arises naturally (according to the usual course of things) from the relevant event.

"**JCA**" means Janssen-Cilag Pty Limited (ABN 47 000 129 975).

"**Order**" means an order by the Customer to purchase Products from JCA, however made.

"**Personal Information**" has the meaning given in the *Privacy Act 1988* (Cth).

"**Personnel**" of a party includes an employee, servant, agent, officer or director of that party.

"**PPSA**" means the Personal Property Securities Act 2009 (Cwlth).

"**Products**" means any goods agreed in the Contract to be supplied to the Customer by JCA.

"**Single-Use Product**" means any Product sold by JCA that is labelled "For Single Use" or "Single Use Only" or "Not For Re-Use" or with language similarly indicating that the product is intended to be used once only.

"**Standard Terms**" means the terms and conditions set out in this document, as amended in accordance with this document.

"**Website**" means JCA's web page at which the Standard Terms are posted, currently at <https://www.janssen.com/australia/terms-and-conditions>.

- 26.2 (**include**) The verb "include" (in all its parts, tense and variance) is not used as, nor is it intended to be interpreted as, a word of limitation, and the words "including", "for example" or "such as" do not limit what else is included.

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- 26.3 (**person**) The word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency.
- 26.4 (**successors**) A reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- 26.5 (**singular includes plural**) The singular includes the plural and vice versa.
- 26.6 (**headings**) all headings in these Standard Terms are for reference purposes only and do not define, limit or in any way affect the meaning or interpretation of these Standard Terms.
- 26.7 (**legislation**) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- 26.8 (**time**) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

Effective 1 May 2025

## **Annexure A Order**

### **Australia:**

JCA hours of business are 8.30am to 5.00pm, Monday to Friday, through the following channels:

**Phone:** (02) 9815 3333  
1800 226 334 (Toll Free)      **Fax:** (02) 9887 4884  
1800 202 388 (Toll Free)

**Email:** [customerserviceau@its.jnj.com](mailto:customerserviceau@its.jnj.com)

- Refrigerated product and narcotics will not be dispatched on a Friday due to quality control procedures.

### **New Zealand:**

JCA hours of business are 8.30am to 5.00pm, Monday to Friday, through the following channels:

**Phone:** (09) 523 8700  
0800 800 8706 (Toll Free)      **Fax:** (02) 9887 4884  
1800 202 388 (Toll Free)

**Email:** [customerservicenz@its.jnj.com](mailto:customerservicenz@its.jnj.com)

- Refrigerated product and narcotics will not be dispatched on a Friday due to quality control procedures.