Contract6 - Review Result

# Part 1. Basic Information

## Q1. Highlight the parts (if any) of this contract related to "Document Name" that should be reviewed by a lawyer. Details: The name of the contract.

## \*\*] in advance of the deliv

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## Q2. Highlight the parts (if any) of this contract related to "Parties" that should be reviewed by a lawyer. Details: The two or more parties who signed the contract.

## Catalent Pharma Solutions, LLC

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## Q3. Highlight the parts (if any) of this contract related to "Agreement Date" that should be reviewed by a lawyer. Details: The date of the contract.

## 30th day of June 2021

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## Q4. 'Highlight the parts (if any) of this contract related to "Effective Date" that should be reviewed by a lawyer. Details: The date when the contract is effective\xa.

## pply for special permission to do so, due to any restrictions (such as embargoes) imposed on it by any governmental authorities, including without limitation those imposed by the U.S. Office of Foreign Asset Control.1.48“Unit Pricing” has the

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## Q5. Highlight the parts (if any) of this contract related to "Expiration Date" that should be reviewed by a lawyer. Details: On what date will the contract\'s initial term expire?'.

## pply for special permission to do so, due to any restrictions (such as embargoes) imposed on it by any governmental authorities, including without limitation those imposed by the U.S. Office of Foreign Asset Control.1.48“Unit Pricing” has the

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## Q6. Highlight the parts (if any) of this contract related to "Renewal Term" that should be reviewed by a lawyer. Details: What is the renewal term after the initial term expires? This includes automatic extensions and unilateral extensions with prior notice.

## eaning set forth in Section 7.1(B).1.49“Validation Services” has the meaning set forth in Section 2.1.ARTICLE 2VALIDATION, PROCESSING & RELATED SERVICES2.1Validation Services.  Catalent shall perform the Product qualification, validation and stabi

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## Q7. Highlight the parts (if any) of this contract related to "Notice Period To Terminate Renewal" that should be reviewed by a lawyer. Details: What is the notice period required to terminate renewal?

## eaning set forth in Section 7.1(B).1.49“Validation Services” has the meaning set forth in Section 2.1.ARTICLE 2VALIDATION, PROCESSING & RELATED SERVICES2.1Validation Services.  Catalent shall perform the Product qualification, validation and stabi

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## Q8. Highlight the parts (if any) of this contract related to "Governing Law" that should be reviewed by a lawyer. Details: Which state/country\'s law governs the interpretation of the contract?

## promptly credit to Client the aggregate value of all yield losses for the Contract Year, which shall be applied to subsequent Purchase Orders under this Agreement; provided, however, that in the event such credit is not sufficient to offset against subsequent Purchase Orders prior to or after expirat

## Attention: the governing law may not acceptable.

# Part 2. Important clauses for review

## Q9. Highlight the parts (if any) of this contract related to "Termination For Convenience" that should be reviewed by a lawyer. Details: Can a party terminate this\xa0 contract without cause (solely by giving a notice and allowing a waiting\xa0 period to expire)?

## any delay or default in such party’s performance hereunder if such default or delay is caused by events beyond such party’s reasonable control, which may include acts of God, law or regulation or other action or failure to act of any gover

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## Q10. Highlight the parts (if any) of this contract related to "Audit Rights" that should be reviewed by a lawyer. Details: Does a party have the right to\xa0 audit the books, records, or physical locations of the counterparty to ensure compliance with the contract?

## In addition to Client’s audit right pursuant to Section 2.3 or 9.4, Client may send up to [\*\*\*] Representatives to a Facility to observe the performance of Processing activities relating to this Agreement for [\*\*\*], per calendar year (unless otherwise agreed by Catalent in writing), upon at least [\*\*\*], at reasonable times during regular business hours.

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## Q11. Highlight the parts (if any) of this contract related to "Cap On Liability" that should be reviewed by a lawyer. Details: Does the contract include a cap on liability upon the breach of a party’s obligation? This includes time limitation for the counterparty to bring claims or maximum amount for recovery.

## If the actual yield for all Batches of Product during any applicable Contract Year is [\*\*\*], Catalent’s sole liability and Client’s exclusive remedy for such shortfall in the actual yield shall be [\*\*\*].

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## Q12. Highlight the parts (if any) of this contract related to "Warranty Duration" that should be reviewed by a lawyer. Details: What is the duration of any\xa0 warranty against defects or errors in technology, products, or services\xa0 provided under the contract?

## Client shall deliver such items and associatedcertificates of analysis to the Facility no later than [\*\*\*] before the delivery date for the applicable Products agreed in the Acknowledgement (as defined in Section 4.3(B)).

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## Q13. Highlight the parts (if any) of this contract related to "Insurance" that should be reviewed by a lawyer. Details: Is there a requirement for insurance that must be maintained by one party for the benefit of the counterparty?

## ered by the United Nations, European Union, United Kingdom, or the United States.  Catalent shall not be obliged to Process Products for sale in any of such countries if it is prevented from do

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