

1. **AGREEMENT:** This order is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Buyer in writing. To the extent there are any inconsistencies between these terms and those written on the face of this order, the latter will control. In the event the Buyer and Seller are parties to a pre-existing agreement, in all instances where inconsistencies or ambiguities arise between this agreement and the terms provided under the pre-existing agreement, the terms of the pre-existing agreement shall prevail. Where the pre-existing agreement is silent with respect to any of the terms and conditions mentioned herein, the terms and conditions of this agreement shall apply and prevail.
2. **PRICE:** Unless otherwise specified, the prices stated on the front of this order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this order are no greater than those currently charged any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer.
3. **CHANGES:** Buyer may at any time make changes in the scope or quantity of the goods or services covered by this order in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this order if appropriate. Claims for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.
4. **WARRANTY:**
 - a) Seller expressly warrants that the goods or services ordered shall be merchantable; shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens or encumbrances.
 - b) Seller warrants that the goods or services shall comply with all applicable laws and regulations or other legal requirements concerning the manufacture packaging, packing and delivery of the goods and the performance of the services..
 - c) All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.
 - d) If any of the goods or services are found to be defective in material or workmanship, non-conforming to the warranties made herein or not in conformity with the requirements of this agreement, then the Buyer shall be entitled: (i) to require the Seller to supply replacement goods or re-perform the services in accordance with this agreement within 14 days, or (ii) at the Buyer's sole option and whether or not the Buyer has previously required the Seller to supply any replacement goods or re-perform the services, to reject and return such goods at Seller's expense or to treat this agreement or the purchase order as terminated by the Seller's breach and require the repayment of any part of the price which has been paid. The remedies outlines herein are not exclusive and shall not prejudice any other rights and remedies Buyer may have at law or in equity against Seller.
5. **INSPECTION; TESTING:** Goods purchased under this order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this order or Seller's representation or warranties, expressed or implied. Buyer will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Buyer, at Seller's risk and expense. Payment for any goods under this order shall not be deemed acceptance of the goods.

6. **RECALL:** In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and all other expenses incurred to meet obligations to third parties.
7. **SHIPMENT OR DELIVERY SCHEDULES:** Shipment or delivery of goods shall be in accordance with the schedule specified in this order. If Seller does not, or it appears that Seller will not, meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this order, require that Seller ship the goods via expedited routing to meet the schedule or to recover the time lost and Seller shall pay the difference in shipping costs.
8. **OVERSHIPMENT:** Over shipment of goods not approved by Buyer in writing will be returned, at Seller's expense, if such over shipment exceeds 10% of the total order price or \$500.00, whichever is smaller.
9. **SUBSTITUTION, MODIFICATION:** The quantity, quality and description of the goods and/or services shall be as specified in the purchase order. No substitution or modification of any goods, component parts, tooling, and sources of raw materials, processes, or manufacturing sites may be made without Buyer's prior written consent.
10. **LAWS:** In filling this order, Seller will comply with all applicable federal, state, and municipal laws, including but not limited to (a) those related to clinical research, manufacture or sale of pharmaceutical products; (b) all applicable anti-bribery legislation such as the US Foreign Corrupt Practices Act or the UK Bribery Act; (c) those related to potential and actual human rights impacts, including but not limited to those directed at eliminating all forms of forced or compulsory labor, abolition of child labor, elimination of employment discrimination, freedom of association; and (d) those related to or concerning either occupational health and safety, the protection of human health or the environment.:
11. **INDEMNIFICATION:** Seller shall defend, indemnify and hold Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all claims, liability, damage, loss, and expenses, including without limitation, reasonable attorney's fees, incurred arising out of, in connection with or caused by:
 - a) actual or alleged patent, copyright, or trademark infringement or violation of any other proprietary right, arising out of the purchase, sale, or use of the goods or services covered by this order;
 - b) actual or alleged defect in the services or in the design, manufacture, or material of the goods;
 - c) actual or alleged breach of warranty;
 - d) failure of Seller to deliver the goods or services on a timely basis; or
 - e) failure of the goods or services to meet the requirements of the law.

In the event of a claim under this paragraph, and in addition to any and all other rights and remedies available to it, Buyer may at its option terminate this order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall at Buyer's option, either procure for Buyer the right to continue using the goods, replace the goods with substantially equivalent goods, modify the goods so as to be usable by Buyer, or repurchase the goods at the price set forth in this order. This Paragraph shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification, or negligence.

12. **INSURANCE:** Seller shall maintain in force at its expense an appropriate liability insurance covering any damages caused by the Seller, its employees or its agents for the goods and services supplied. If services are performed under this order on Buyer's premises, Seller shall obtain Premises, Operations, Personal Injury and Independent Protective Liability endorsements and shall further obtain Worker's Compensation, Employer's Liability and Automotive insurance coverage as applicable to the goods or services. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance.
13. **RISK OF LOSS:** Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Buyer.

14. **BUYER-FURNISHED MATERIAL:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") without Buyer's prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct.
15. **REFERENCES TO BUYER:** Except to the extent required by law, Seller shall make no reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of the goods or services covered by this order without the prior written consent of Buyer.
16. **USE OF SELLER'S INFORMATION:** All information disclosed to Buyer in connection with this order is furnished as part of the consideration for Buyer's placement of this order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.
17. **TERMINATION:** Buyer may terminate this order, or any part thereof, by written notice to Seller if Seller defaults for any reason including, but not limited to the following circumstances:
 - a) If Seller fails to perform within the time specified or extension agreed to in writing by Buyer;
 - b) If Seller fails to comply with other provisions of this order, or fail to make progress so as to endanger its performance of this order in accordance with its terms, and does not remedy such failure within ten (10) days of notice from the Buyer or such longer period as Buyer may in writing authorize;
 - c) If Seller breaches any warranty under the Warranty section of this purchase order; or
 - d) If Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of default or breach by Seller or rightful rejection of acceptance of the goods by Buyer, Buyer may cancel the order and recover so much of the price as has been paid together with any actual damages. In addition to any other remedy, provided by law or this contract, Buyer may 'cover' by making, in good faith and without unreasonable delay, and reasonable purchase of or contact to purchase goods in substitution for those due from the Seller and shall recover from Seller as damages the difference between the cost of 'cover' and the contract price together with any incidental or consequential damages..
18. **SETOFF:** Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this or any other transaction may be set off against any money due Seller under this order.
19. **ASSIGNMENT; SUBCONTRACTING:** Seller shall not assign this order or subcontract any material portion of the performance of this order without Buyer's prior written consent.
20. **WAIVER; SEVERABILITY:** No waiver by the Buyer of any breach of this Agreement by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. No claim or right arising out of a breach of the terms and conditions of this purchase order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If at any time any one or more of the provisions contained in this Agreement is or should become invalid, illegal or unenforceable in any respect under any law, rule, regulation, or ruling, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
21. **CONTROLLING LAW:** Within the United States, this order and the performance under it shall be controlled and governed by the law of the state of Delaware, and Seller hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute. For purchases outside of the United States, this order shall be governed, construed and enforced in accordance with the laws of the country where the Buyer is incorporated.