

Binding Terms and Conditions of Purchase

1. **OFFER** - This offer to purchase is expressly conditional on Seller's assent to all of these Terms and Conditions. This offer to purchase (Purchase Order) is effective and expressly conditional on Seller's assent to all terms and conditions in this Purchase Order that are additional to or different from those stated in Seller's quotation or offering documents and/or communications. Any attempt by Seller to interpose different or additional terms or conditions, or to in any respect alter or reject Buyer's Terms and Conditions, is rejected by Buyer and shall not become part of the contract for sale between Buyer and Seller. This Purchase Order shall be accepted by commencement of performance by Seller. Buyer's obligations are limited to those contained herein.

2. **WARRANTY** - Seller expressly warrants all goods meet Buyer's specifications in all respects, are merchantable, are fit for the particular purpose(s) for which Buyer intends to use such goods, and are free from defect. No attempt by Seller to disclaim any warranty, express or implied shall be effective, and every such attempt to disclaim any warranty, express or implied, is expressly rejected by Buyer. Such warranties shall survive inspection, test, and acceptance. This warranty shall run to Buyer, its successors, assigns, customers, and users of Buyer's products. Seller expressly warrants formulas, ingredients, specifications, and manufacturing processes shall not be changed without the express, prior written consent of Buyer.

3. **WARRANTY OF NON-INFRINGEMENT** - The title conveyed shall be good and its transfer rightful and the goods shall be delivered free from any security interest, lien, or encumbrance of which the Buyer, at the time of contracting, has no knowledge. This warranty will be excluded or modified only by specific language or circumstances which give the Buyer reason to know that the Seller does not claim title or that Seller is purporting to sell only such right or title as Seller may have, Seller warrants that the goods shall be delivered free of the rightful claim of any third-party by way of infringement or the like.

4. **NO WAIVER** - No claim or right arising out of a breach of the terms and conditions of this 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 in writing signed by Buyer and Seller.

5. **COMPLIANCE WITH STATUTES AND REGULATIONS** - Seller guarantees, warrants, and certifies it is in compliance and will continue to comply with all relevant laws, regulations and ordinances as well as industry standard and guidelines applicable to the manufacture and supply of API, including without limitation the EU Commission Directive and Regulations on the Community Code relating to Medicinal Products for Human Use as regularly amended, the cGMPs, ICH Q7 guidelines and all applicable regulation and guidelines of any Regulatory Authority, or laws and regulations pertaining to labor wages, hours, and other conditions of employment as regularly amended, which by reason of violation liability may accrue to Buyer. Specifically, Seller guarantees, warrants, and certifies the following:

- (i) Seller agrees to reimburse Buyer for stock on hand for any decline in Seller's price, and for any merchandise which may be necessary to return, or which may not be sold because of any law, act or regulation, under the terms of which the sale of such merchandise may be prohibited;
- (ii) Prices charged to Buyer pursuant to this Purchase Order do not exceed applicable price ceilings, if any, established by any agency of government;
- (iii) Seller represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any US Federal agency.

6. **INDEMNIFICATION** - Seller shall protect, defend, indemnify, and hold Buyer, its employees, directors, officers, subsidiaries, distributors, dealers, etc., harmless from and against any and all expenses, claims, losses, demands, damages, or causes of action of every kind and character, including counsel fees, arising out of any actual or asserted violation of the above-referenced acts or of any other applicable law, or regulation by virtue of which goods sold, supplied, or delivered by Seller alleged or determined to be not in full compliance with any applicable law, or regulation, or goods which the possession, distribution, sale and/or use of, or by reason of the seizure of, any of the Seller's products including any prosecution or action whatsoever by any Governmental body or agency or by any private party, including claims of bodily injury, death, or property damage.

Seller undertakes and agrees to protect, defend, indemnify, and hold Buyer, its employees, directors, officers, harmless from and against any and all subsidiaries, distributors, dealers, etc. expenses, claims, losses, demands, damages, or causes of action of every kind and character, including counsel fees, arising out of Seller's negligence, breach of warranty, and patent, copyright, and/or trademark infringement or alleged infringement arising out of, incident to, or resulting from Seller's performance or non-performance, or Buyer's use of goods purchased hereunder. Seller shall pay and discharge any and all judgments or decrees, including legal fees, which may be rendered in any such suit, action, or proceeding. If Buyer sustains any monetary damage or legal fees as a result of the sale or use in finished product form or otherwise, of any goods delivered by Seller and if such liability or exposure is found to be Seller's fault, full or contributory, Seller shall be fully responsible for all such damages sustained by Buyer and/or its customers, including legal fees and expenses.

7. **PATENT, COPYRIGHT, AND TRADEMARK PROTECTION** - This Purchase Order includes payment in full for all patents, copyrights, and trademarks which are referenced or developed. Seller shall not be entitled to any additional payment by virtue of the presence of patent, copyright, trademark, or other proprietary rights in the goods and materials covered by this Purchase Order and shall cooperate with Buyer and execute the documents appropriate for securing protection of patent, copyright, or trademark subject matter and hereby authorizes Buyer to execute such documents on Seller's behalf.

8. **DELIVERY** - Time is of the essence. Buyer may, in addition to other rights and remedies, terminate this Purchase Order and purchase substitute goods elsewhere and Seller shall be responsible for any loss incurred by Buyer if delivery by Seller is not completed within the stipulated time, Buyer reserves the right to cancel any undelivered and/or unaccepted portion of goods, if any one shipment fails to conform to specifications or to warranty, or fails to meet the delivery date specified by Buyer, or fails to be in the stipulated quantity. Buyer reserves the right to cancel the entire Purchase Order if after receiving and accepting goods in anticipation of future goods ordered under this Purchase Order, any such part thereof fails to conform to any term(s) of this Purchase Order, Buyer reserves the right to make changes in quantities, specifications, and/or delivery schedules.

All payments made by Buyer to Seller shall be done by bank transfer to the account number indicated on the invoices provided by Seller. All sums shall become payable within sixty (60) days end of month except otherwise agreed in the Purchase Order.

Seller shall acknowledge receipt of the Purchase Order (by mail, e-mail or facsimile), confirming the quantities and the delivery date indicated on the Purchase Order within five (5) working days from receipt of the said order. In the event that Buyer receives no response from Seller within the five (5) day period, the Purchase Order shall be deemed to have been confirmed by Seller.

9. **RISK OF LOSS** - Risk of loss shall pass to Buyer only at the time goods are delivered to Buyer's plant or warehouse, regardless of mode of transportation, and accepted by Buyer.

10. **PACKAGING, LABELING and DOCUMENTATION** - All goods are to be packed in suitable containers for protection in shipment and storage. When containers or packaging material is furnished by Buyer, Seller agrees to package materials in quantities and carton sizes as specified by Buyer. Seller will be held responsible for loss or damage of such goods. An itemized packing slip bearing Buyer's order number and quantities shipped must accompany each delivery.

Each container must be marked to show Buyer's order number and quantity contained therein Buyer's count will be accepted as conclusive on shipment not accompanied by packing slip. Where applicable, Seller agrees to provide Buyer with Certificates of Analysis for each lot of material shipped.

11. **INSPECTION** - Buyer shall have the right to inspect goods prior to shipment. All shipments are subject to Buyer's inspection, count, and approval. Buyer's inspection, or waiver thereof, shall not relieve the Seller from full responsibility for conforming to the requirements of the Purchase Order, nor prejudice any claim, right or privilege Buyer may have due to use of defective or unsatisfactory goods. If upon inspection any goods are found at any time to be non-conforming to the warranties expressly made herein or implied by law, defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to any other rights it may have, shall have the right to reject and return such goods at Seller's expense, Seller shall not resell goods from damaged shipments. Damaged shipments shall be held by Buyer at Seller's risk and expense. Buyer shall be solely responsible for disposal of damaged shipments at Seller's expense.

Buyer may, during normal working hours, inspect Seller's or its subcontractor's facilities. During such an inspection, the inspectors may inquire about the progress of the work being carried out by Seller and are, in particular, but not exclusively authorized to inspect the facilities, documents and equipment used in the manufacture of the products, verify the qualifications of the employees of Seller carrying out such work and their use of the relevant equipment, and evaluate all scientific techniques used by Seller's employees and the procedures used in the creation and storage of samples of the products.

12. **INSURANCE** - Seller shall be responsible for any death, bodily injury, or property damage resulting from Seller's performance of this Purchase Order and hereby represents and warrants that Seller is carrying adequate insurance to cover such liabilities. Seller shall maintain primary and non-contributing Products Liability insurance of not less than \$1,000,000 combined single limit (Bodily Injury and Property Damage) including Buyer as additional insured, with provision for at least thirty (30) days prior written notice to Buyer in the event of cancellation or material reduction of coverage, and upon request, promptly submit satisfactory evidence of such insurance. Unless otherwise specified, all ocean freight, air freight, parcel post, airmail, and express shipments must be insured at invoiced value of goods.

13. **ADVANCE MANUFACTURE AND DELIVERY** - Seller shall not deliver any material in advance of the delivery date without Buyer's written consent. Buyer reserves the right to return at Seller's cost, all goods delivered in advance of the delivery date. Buyer will not be responsible for cancellation or change to this order for any charges related to any manufacture in advance of a normal flow time necessary to meet the schedules agreed to under this Purchase Order, unless Buyer's written consent to advance manufacture has been obtained.

14. **NOTICE OF INSPECTION** - Seller shall provide Buyer with prior notice of, and the opportunity to attend (itself or through a representative of Buyer), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the goods are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, Seller shall provide notice and a summary of the results of such inspection to Buyer within three (3) business days after such inspection. Seller shall provide Buyer with copies of any written inspection reports, requests, directives or other correspondence or communications issued to Seller by any regulatory authority relating to the Covered Activities or the goods ("Regulatory Communications") within three (3) business days of Seller's receipt thereof. Prior to responding to any Regulatory Communications, Seller will provide a copy of any such responses to Buyer for Buyer's review and comment.

15. **SET-OFF** - Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer or any of its affiliated companies against any amount due or owing to Seller with respect to this Purchase Order.

16. **ASSIGNMENT** - Seller shall not assign this Purchase Order or any interest, obligation, or duty contained herein, including any payment due or to become due without Buyer's prior written consent.

17. **FORCE MAJEURE** - Seller agrees any change deemed by Buyer to make it advisable or necessary that this Purchase Order be cancelled for any war, riot, civil disorder, casualty or disaster, by Act of God or public authority which renders it impossible for Buyer to perform this order, shall entitle Buyer to terminate this order by notice to Seller. Seller shall immediately discontinue all work and the placing of all orders for materials, articles and/or equipment in the performance hereof, cancel all of Seller's existing, outstanding orders and terminate all related subcontracts, upon receipt of such notice of termination, and no additional payment shall be due or owing by Buyer to Seller.

18. **CANCELLATIONS FOR INSOLVENCY** - In the event of any suspension of payment or the institution of any proceedings by or against Buyer or Seller, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of Buyer or Seller or in the event of a breach of any of the terms hereof, including warranties of Seller, Buyer or Seller shall be entitled to cancel this contract without affecting any rights of the other party.

19. **CONFIDENTIALITY** - Seller shall not, without the prior written consent of Buyer, release or divulge to any third party orally or in writing, nor use for any purpose other than the Purchase Order, any information acquired from, or forwarded by, Buyer.

20. **GOVERNING LAW & JURISDICTION** - The construction, validity and performance of the Purchase Order shall be governed by the laws of Switzerland. All disputes or differences arising during the performance or after the completion of the Purchase Order shall be settled by the courts of Geneva, Switzerland.

21. **DEBARMENT AND ANTI-CORRUPTION** - Seller shall not knowingly utilize the services of any employee or other person who is debarred by the US Food and Drug Administration, any other regulatory authority or any other applicable law or is otherwise prohibited by any government authority from participating in any government health program.

Seller shall comply with, and will not cause Buyer and its Affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices Act (the "FCPA") and U.K. Bribery Act 2010. Without limiting the foregoing, Seller will not, directly or indirectly, pay any money to, or offer or give anything of value to, any "government official" as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for Buyer or for itself or any of their respective Affiliates. Seller undertakes not to bribe government officials or any private companies or individuals, "bribes" having the following definition: Offering, promising, or giving a financial or other advantage to another person where it is intended to bring about the improper performance of a relevant function or activity, or to reward such improper performance, acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity. "Improper Performance" means a breach of expectations that a person will act in good faith, impartially, or in accordance with a position of trust.