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 interpret different or additional terms or conditions into this Purchase Order, or into any amendment to the terms and conditions stated in the Purchase Order, is hereby 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 Buyer. Seller'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 defects. Seller shall not be liable for 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 are in accordance with Buyer's prior written consent of Buyer. This 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 that the Seller is purporting to sell only such rights, or such properties, or such patents, as Buyer, 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 in the production and the procedures of the said goods and storage and packaging methods.

3. 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 a specified amount for each accident, each claim, or each occurrence, whichever is greater, including Buyer as an 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 (f.o.c. air mail), and express shipments must be insured at invoiced value of goods.

4. 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.

5. 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 Buyer by any regulatory authority relating to the Covered Activities or the goods. Seller will promptly deliver to Buyer all documents related to such inspection, including but not limited to any alleged or determined 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.

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

7. 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, or 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 in writing to such extent as it may deem necessary. Buyer's force majeure is limited to the force majeure 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.

8. 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 have the right to cancel this contract without affecting any of the rights of the other party.

9. CONFIDENTIALITY - Seller shall not, without the prior written consent of Buyer, release or divulge to any third party orally or in writing, or use for any purpose other than the Purchase Order, any information acquired from, or forwarded by, Buyer.

10. 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.

11. 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, offer any money or thing of value to any person, including any “bribe” having the following definitions: (a) any gift, provision of the use of anything of value 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.