

MYLAN GENERAL TERMS AND CONDITIONS OF PURCHASE

1. ENTIRE AGREEMENT.

- 1.1 These General Terms and Conditions of Purchase For Goods and Services, including all terms and conditions listed on the face hereof, attached hereto and referred to and incorporated herein by reference (“Terms and Conditions”) shall apply to any purchase by Mylan (“Mylan”) from Seller (“Seller”) for the goods and services identified in the respective purchase order or other order acknowledgment (“Goods” and “Services” respectively), which references and incorporates these Terms and Conditions (collectively, the “Order”). However, in the event Mylan and Seller have concluded a written agreement defining their rights and obligations with respect to the subject matter of the applicable Order, the provisions of such concluded agreement shall supersede these Terms and Conditions.
- 1.2 Any additional, different or supplemental terms provided, or otherwise referenced by Seller, shall be deemed rejected unless specifically accepted in writing by Mylan.
- 1.3 Seller’s written acceptance (or any other reasonable form of acceptance) or commencement of any performance or Services or work related to the Goods or delivery of Goods under an Order shall constitute Seller’s acceptance of these Terms and Conditions.
- 1.4 If this Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is conditional on Seller’s assent to all additional or different terms and conditions contained herein. No modification of this order shall be binding upon Buyer unless made in writing and signed by Mylan’s authorized representative.

2. INVOICES AND PAYMENT.

- 2.1 Seller shall furnish the Goods or Services at the prices set forth in the Order (“Order Price”). The Order Prices are firm and are not subject to escalation unless otherwise expressly agreed to in writing by Mylan. The Order Prices include all charges for packing, loading and shipping.
- 2.2 As a condition to payment of the Order Price or any progress or installment payment thereof, Seller must comply with the invoicing procedures of Mylan, as set forth in the applicable Order. Mylan may withhold payment or return invoices to Seller without liability or loss of any discount privileges if: (i) invoices do not conform to Mylan’s invoice procedures; (ii) subject to Section 8 herein, any portion of the Goods and Services performed or delivered to date have proved not to be in strict conformity with the requirements of the Order and Seller has failed to cure the non-conformity; or (iii) there is an on-going breach by Seller of a material term of the Order.
- 2.3 Payment of the Order Price will be made within sixty (60) days from receipt of an accurate and complete invoice.
- 2.4 The Order Price invoiced will include any applicable goods and services VAT and sales tax (“GST”) unless otherwise agreed between Mylan and Seller. Where GST is included in the Order Price, Seller will provide Mylan with a tax invoice that complies with all requirements in the relevant GST regulations and any other applicable law.
- 2.5 Mylan shall be entitled at all times to set-off and apply any amounts owed by Mylan to Seller, or any of Seller’s affiliated companies, including Seller’s successors or assigns, against any amounts owed by Seller or Seller’s successors or assigns to Mylan.

3. DELIVERY.

- 3.1 Time is of the essence of this Agreement.
- 3.2 All Goods shall be shipped FCA (Incoterms 2010) Mylan’s receiving dock at the Mylan facility specified as the shipping destination in the applicable Order.
- 3.3 In the event Seller fails to complete performance of Services or fails to furnish all Goods within the scheduled time as set forth in the applicable Order, Mylan may, at its option, either approve a revised schedule or cancel the Order, purchase the Goods and Services elsewhere and charge Seller for any loss incurred, in addition to any other remedies available to Mylan. Mylan may at any time request assurance that Seller will complete its performance on time.
- 3.4 In the event grounds for insecurity regarding Seller’s performance under the Order arise, and Seller fails to give Mylan adequate assurance of performance satisfactory to Mylan, then, in Mylan’s sole opinion, Seller will be deemed to be in material default.

4. TITLE AND RISK OF LOSS. Unless otherwise specified in the Order, title to the Goods shall pass to Mylan upon payment thereof or delivery to Mylan’s specified delivery location in accordance with Section 3 herein, whichever occurs earlier. Unless otherwise specified in the Order, risk of loss to the Goods shall pass to Mylan upon delivery of the Goods to Mylan’s specified delivery location in accordance with Section 3 herein.

5. PACKAGING, SHIPPING, LABELING AND DOCUMENTATION.

- 5.1 Seller shall ship the Goods via the means of shipment specified in the applicable Order, or if none is specified, via a means of shipment that is appropriate for the type, volume and value of the Goods, and taking into account the applicable delivery schedule. Seller shall comply, or cause its carrier to comply, with Mylan’s facility access requirements applicable to the facility where the Goods shall be delivered.
- 5.2 Seller shall be responsible for any loss or damage of such Goods due to failure to properly package and store the Goods for transportation or for failure to comply with the packaging and shipping instructions provided or applicable law.
- 5.3 An itemized packing slip bearing Mylan’s Order number and quantities shipped must accompany each delivery. Each container must be marked to show Mylan’s Order number and quantity contained therein.
- 5.4 Mylan’s count will be accepted as conclusive on shipment not accompanied by a packing slip. Seller shall not invoice Mylan for any additional charges for cartons, wrapping, packing, boxing, crating, delivery, drayage, or similar costs, unless expressly agreed to by Mylan in writing.

6. WARRANTIES. Seller warrants and represents the following:

- 6.1 Seller warrants it is in compliance and will continue to comply with all federal, state and local laws and regulations (including regulations at Mylan premises) applicable to its performance under applicable Orders.
- 6.2 Seller shall, at its sole cost and expense, maintain in full force and effect all necessary licenses, permits, and other authorizations required by applicable law in order to carry out its duties and obligations hereunder.
- 6.3 All Goods delivered to Mylan will be free and clear of all liens, encumbrances, security interests and any other restrictions as to title and have been manufactured, produced, processed, prepared, packaged, labelled, presented, described, stored, transported and installed in accordance with these Terms and Conditions and specifically in accordance with the specifications set forth in the applicable Order.
- 6.4 The Goods and Services conform to the applicable descriptions, provisions, specifications, performance standards, drawings, samples or other requirements contained or referenced in the Order. Statements of Seller or its sales agents, in its advertising, and in its promotional materials as to quality, grade, performance and use of the Goods and Services shall be considered express warranties.
- 6.5 The Goods are merchantable, fit for the particular purpose(s) for which Mylan intends to use such Goods, and are free from defects in design, manufacturing, materials, and workmanship.
- 6.6 Seller expressly warrants that all Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards and shall conform to Mylan’s specifications in all respects.
- 6.7 Seller has full title and right to sell the Goods (and any materials provided as part of any Services) and provide Mylan with the right to use the Goods (and any materials provided as part of any Services), and such use by Mylan will not infringe or contribute to the infringement of any third party rights or interests, including, but not limited to, intellectual property and all proprietary rights.

7. INSPECTION.

- 7.1 Mylan shall have the right to inspect and test the Goods at any time whether prior to or after shipment or delivery.
- 7.2 The making or failure to make any inspection or test of, or payment for or acceptance of, the Goods shall not impair Mylan’s right later to reject subsequently discovered nonconforming goods, or to avail itself of any other remedy to which Mylan may be entitled under law or at equity.
- 7.3 Mylan’s payment for the Goods or Services shall not constitute inspection and acceptance of the Goods and Services and shall not operate as a waiver of Mylan’s right to reject the Goods and Services.

8. NONCONFORMING GOODS AND SERVICES.

- 8.1 Services not conforming to the terms of the Order shall be deemed defective Services. At Mylan’s option, Seller shall correct all defective Services or refund the Order Price for the non-conforming Services. Seller shall bear all costs of such correction made necessary thereby and shall hold Mylan harmless for same.
- 8.2 All Goods not fully meeting specified or implied specifications, warranties, applicable laws, regulations or standards, shipped contrary to instructions, or otherwise not in compliance with the requirements of the Order, may be rejected by Mylan and returned or held at Seller’s expense and risk.
- 8.3 In the event Mylan rejects any such nonconforming Goods, Mylan may charge to Seller the entire expense of inspecting, unpacking, examining, repackaging, storing and reshipping any Goods rejected hereunder. If Seller is able to furnish replacement conforming Goods within the time for performance, it shall immediately notify Mylan in writing of its intention to furnish such replacement Goods. If Seller fails so to notify Mylan in writing within five (5) business days of its intention to furnish the replacement Goods, Mylan shall have the right to bring such Goods into compliance and to charge all costs so incurred, including but not limited to inspection costs, to Seller.

9. TERMINATION.

- 9.1 *Termination for Convenience.* Mylan may, at its convenience, and upon written notification being provided to Seller, terminate or suspend all or any portion of any Order. If Mylan terminates an Order in accordance with this Section 9.1, Seller shall receive, as its sole and exclusive remedy, payment for the Goods and Services provided up to the date of termination or suspension. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to Goods not shipped or Services not actually performed, or on account of future Services, as of the effective date of termination or suspension. No termination or suspension shall relieve Seller of its respective obligations as to any Goods shipped prior to Seller’s receipt of the termination or suspension order.
- 9.2 *Termination for Breach or Insolvency.* Mylan may cancel all or any part of an Order, without liability to Supplier, if Supplier (a) fails to timely perform Services or deliver Goods as required in an applicable Order, (b) repudiates or breaches any term or condition of an Order, including Supplier’s warranties, and fails to cure such breach within ten (10) days (or such shorter period as commercially reasonable under the circumstances) after receipt of written notice from Mylan specifying such breach, or (c) becomes insolvent, makes an assignment for the benefit of creditors, is the subject of a proceeding for the appointment of a receiver or trustee, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy that is not vacated within thirty (30) days from the date of filing.

10. INDEMNIFICATION. To the extent permitted by applicable law, Seller hereby agrees, at

its sole cost and expense, to defend, hold harmless and indemnify Mylan and its affiliates and their respective directors, officers and employees of such persons and the respective successors and assigns of any of the foregoing from and against any and all claims, liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys' fees and other expenses of litigation), regardless of whether or not such claims, liabilities, damages, penalties, fines, costs and expenses are caused in whole or in part by a party indemnified hereunder, resulting from, arising out of, caused by, or related to Seller's performance under an applicable Order.

11. **CHANGES, CANCELLATION AND VARIATIONS.**

11.1 Mylan reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated in the applicable Order where the Goods to be furnished are to be specially manufactured for Mylan; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) quantities ordered; (f) method of performance of the required Services; (g) place of performance of Services; (h) time of performance; and (i) scope of Services; provided, however, that no such change materially affects the Seller's ability to perform.

11.2 If any such change causes an increase or decrease in Seller's cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the Order Price or delivery schedule, or both. Any claim by seller for adjustment under this section shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of notice of the change. In the event Seller timely files a claim with respect to a change ordered by Mylan, Seller shall continue its performance under this agreement, as modified by this subject change, as directed by Mylan.

12. **PATENT, COPYRIGHT, AND TRADEMARK PROTECTION.** These Terms and Conditions include payment in full for all rights to and interest in all intellectual property, including without limitation, patent, copyright and trademark rights, contained within the Goods delivered or Services performed hereunder. Seller shall not be entitled to any additional payment by virtue of the presence of any right to or interest in any such intellectual property contained in the Goods or Services covered by these Terms and Conditions. Furthermore, Seller hereby agrees to cooperate with Mylan to secure the protection of such intellectual property rights and will, if needed, execute all documents appropriate for securing protection of such intellectual property rights.

13. **INSURANCE.** Seller must maintain, at Seller's sole expense, insurance with a reputable and solvent insurer(s) which adequately covers Seller's liability to Mylan and to third parties arising out of or in connection with these Terms and Conditions. Seller shall procure and maintain in full force and effect during the term of the applicable Order, and one year after the term, the following insurance coverage:

- a) Workers' Compensation, as required by statute in each state in which Seller's employees render Services hereunder.
- b) Commercial General Liability insurance with a minimum limit of One Million U.S. Dollars (\$1,000,000.00 USD) per occurrence and Two Million U.S. Dollars (\$2,000,000.00 USD) in the aggregate.
- c) Business Automobile Liability insurance with a minimum combined limit of One Million U.S. Dollars (\$1,000,000.00 USD) per occurrence.
- d) Umbrella insurance in excess of Commercial General Liability insurance and Business Automobile insurance with a minimum limit of Four Million U.S. Dollars (\$4,000,000.00 USD) per occurrence.
- e) Errors and Omissions or Professional Liability insurance with a minimum combined limit of Five Million U.S. Dollars (\$5,000,000.00 USD) per occurrence.

Mylan shall be named as additional insured with respect to Commercial General Liability, Business Automobile liability insurance and Umbrella insurance. Certificates of insurance, evidencing all insurance requirements, shall be filed with Mylan prior to commencement of the Services and at any subsequent renewals during the term of the applicable Order.

14. **GOVERNING LAW AND DISPUTE RESOLUTION.** These Terms and Conditions and all Orders shall be governed by and construed in accordance with the laws and jurisdiction of the Commonwealth of Pennsylvania, excluding its principles relating to conflicts of laws. All causes of action arising out of these Terms and Conditions and any Order hereunder shall be settled in the state or federal courts located in Pittsburgh, Pennsylvania U.S.A.

15. **ANTI-CORRUPTION LAWS.** Supplier understands that Mylan is required to and does abide by the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and any other applicable anti-corruption laws (collectively, the "Anti-Corruption Laws"). Supplier represents and warrants that no one acting on its behalf will give, offer, agree or promise to give, or authorize the giving directly or indirectly, of any money or thing of value to anyone as an inducement or reward or favorable action or forbearance from action or the exercise of influence (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies), (b) to any political party, official of a political party, or candidate, (c) to an intermediary for payment to any of the foregoing, or (d) to any other Person in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license.

16. **TRADE CONTROL LAWS.** Supplier will fully comply in relation to the transactions hereunder with all applicable export control, economic sanctions laws and anti-boycott regulations of the United States of America and other governments, including but not limited to the U.S. Export Administration Regulations (Title 15 of the U.S. Code of Federal Regulations Part 730 et seq.) and the economic sanctions rules and regulations implemented under statutory authority and/or President's Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control (Title 31 of the U.S. Code of Federal Regulations Part 500 et seq.).

17. **MISCELLANEOUS GENERAL TERMS AND CONDITIONS.**

17.1 ***Force Majeure.*** Neither Seller nor Mylan shall be responsible for any delay or failure to make or take delivery of Good or performance of a Service due to any cause beyond its reasonable control, including without limitation (a) fire, storm, flood, strike or lockout at a national level, accident, act of war or terrorism, riot, or embargo, or (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality. Neither

party is subject to any liability to the other for failing to perform during the period such inability exists. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation. If the force majeure event continues for a period of at least ninety (90) days, the other party may terminate, at no charge, the Order.

17.2 ***Waiver.*** The failure of Mylan at any time to require performance of any provision by Seller or to resort to any remedy provided under these Terms and Conditions shall in no way affect Mylan's right to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by Mylan of a breach by Seller be deemed to be a waiver of any subsequent breach by Seller. Despite any prior waiver, approval or consent as to any particular matter, Mylan may at any time require strict compliance with these Terms and Conditions as to any other matter.

17.3 ***Confidentiality.*** All plans, drawings, designs, processes and specifications supplied by Mylan to Seller shall remain the sole and exclusive property of Mylan, and any information derived therefrom or otherwise communicated to Seller, shall be regarded by Seller as strictly confidential and shall not be disclosed to any third party without the prior written consent of Mylan. In addition, Seller agrees that during the performance of this Agreement, Seller may have access to Mylan's proprietary operations, procedures or information and Seller agrees not to disclose to any third parties, without Mylan's prior written consent, any such proprietary operations, procedures or information.

17.4 ***Assignment.*** Seller shall not assign these Terms and Conditions or any interest, obligation, or duty contained herein, including any payment due or to become due without Mylan's prior written consent.

17.5 ***Remedies.*** The rights of the parties under these Terms and Conditions are cumulative and additional to any other rights a party may have at law or in equity.

17.6 ***Severability.*** The validity of any provision of these Terms and Conditions, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

17.7 ***Independent Contractor.*** Seller agrees that it is an independent contractor with respect to the transactions contemplated by the Order and that neither it nor its employees shall be considered employees of Mylan. Seller shall have no authority to make any statements, representations, or commitments of any kind, or to take any action binding upon Mylan Order and that neither it nor its employees shall be considered employees of Mylan.

17.8 ***No Third Party Beneficiaries.*** Nothing in the Order, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties hereto (and the parties set forth in Section 10), any rights, remedies or other benefits under or by reason of the Order.

18. **SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF DRUG RELATED PRODUCTS.**

18.1 ***Notice of Regulatory Inspection.*** Seller shall provide Mylan with prior notice of, and the opportunity to attend (itself or through a representative of Mylan), 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 Mylan within three (3) business days after such inspection. Seller shall provide Mylan 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 Mylan for Mylan's review and comment.

18.2 ***Recalls.*** Mylan shall have the sole authority to declare a recall of any Goods, as standalone Goods or as contained within Mylan drug products, if Mylan believes that there is a potential significant health hazard or non-compliance with applicable government regulations. Seller agrees to reimburse Mylan for all damages related to any recall provided that such recall is attributable to a breach of any of Seller's obligations or warranties under an applicable Order or these Terms and Conditions. The parties will work together in good faith to minimize the parties' financial exposure as part of the recall.