

Purchase Order Terms

1. Agreement: This order, of which these Purchase Order Terms are an integral part, is Buyer's offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or upon commencement of performance by Seller. To the extent there are any inconsistencies between these terms and those written on the face of this order, the latter will control. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF (OR STATED ON THE FACE HEREOF AND IN ANY ATTACHMENT). ANY ADDITIONAL OR DIFFERENT TERMS, ADDITIONS, OR EXCEPTIONS PROPOSED BY THE SELLER (WHETHER IN A PRINTED FORM, PROJECT PROPOSAL, QUOTE, INVOICE, PACKING SLIP OR ELSEWHERE) ARE OBJECTED TO AND HEREBY REJECTED, UNLESS SUCH TERMS, ADDITIONS, OR EXCEPTIONS ARE APPROVED SPECIFICALLY BY BUYER IN WRITING. UNLESS THIS PURCHASE ORDER IS ACCEPTED OR PERFORMANCE BEGINS WITHIN 60 DAYS AFTER THE DATE STATED ON THE FACE HEREOF, THIS PURCHASE ORDER SHALL TERMINATE. NOTWITHSTANDING THE FOREGOING, BUYER RESERVES THE RIGHT TO REVOKE THIS PURCHASE ORDER AT ANY TIME BEFORE ACCEPTANCE. IN THE EVENT THAT THIS PURCHASE ORDER OPERATES AS AN ACCEPTANCE, ACCEPTANCE IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF. No course of prior dealings or usage of trade shall be relevant to supplement or explain any term used herein.

2. Price and Payment: 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 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 shall also be extended to Buyer. Separate invoices are required for each Purchase Order. Terms of payment are as set forth on the face hereof, and if Seller's invoice is inconsistent with such terms, Seller acknowledges that Buyer shall make payment according to the terms of this Purchase Order. If no terms of payment are stated on the face hereof, Buyer shall pay Seller's invoices 2% fifteen (15) days, net sixty (60) days after Buyer received Seller's invoice (in no event may product or services be invoiced until shipped, in the case of product, or services completed, in the case of services). If Seller's invoice is inconsistent with the terms of these Purchase Order Terms, Seller acknowledges that Buyer shall make payment according to these Purchase Order Terms. The discount period on any invoice will be calculated from the date the invoice is received by Buyer.

3. Delivery Time is of the essence with respect to Seller's obligations hereunder. Quantities delivered shall not vary from the quantities specified in this order. If tender of conforming goods or services, as the case may be, is not made by the delivery date specified or services are not completed by the completion date specified, Buyer may treat such failure as a breach hereof. Seller shall strictly comply with the delivery instructions contained on the front of this order, or, if no instructions are stated, goods shall be delivered F.O.B. destination designated by Buyer, freight allowed. Title and risk of loss of the goods shall pass to Buyer upon completion of delivery of each shipment and acceptance of such shipment by Buyer.

4. Changes Buyer may at any time make changes in the scope or quantity of the goods or services covered by this order or in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provision of this order if appropriate. Claim for such an adjustment must be made within fifteen (15) days from the date of receipt by Seller or notice of the change.

5. Warranty (a) Seller expressly warrants that the goods or services under this order shall (i) be merchantable; (ii) conform strictly to this order, to specifications, drawings, and other descriptions referenced in this order; (iii) conform to any accepted samples; (iv) be free from defects in materials and workmanship; (v) be free from defects in design unless the design was supplied by Buyer; (vi) be fit and safe for the intended purposes and (vii) be manufactured, contained, packaged, labeled, transported or otherwise provided in accordance with all applicable federal, state, local, municipal and other laws, regulations, permits and industry standards. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties provided by manufacturers or suppliers of material or equipment incorporated into the goods or services, and shall perform its responsibilities so that such warranties remain in full effect. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances and the transfer thereof properly authorized and lawful. (b) Seller warrants that the goods: (i) are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (Act), or within the meaning of any applicable state or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in Act; and (ii) are not goods which may not under the provisions of the Act be introduced into commerce. (c) Seller warrants that the goods and the use thereof shall not infringe any patent, trademark or copyright and agrees to defend any suit which may arise in respect thereto. (d) All these warranties and other warranties as may be prescribed by law: (i) shall survive any delivery, approval, inspection, acceptance or payment by Buyer and no such delivery, approval, inspection, acceptance or payment shall be deemed to waive any of Buyer's rights hereunder and (ii) 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 two (2) years after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.

6. Changes by Seller Seller shall not make, any changes to the materials used (or vendors of such materials) to manufacture the products to be delivered under this order or the processes used to manufacture the products without the prior written consent of Buyer. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval. Seller shall, notify Buyer of any nonconformance with (i) any of the specifications for the products to be delivered under this order, (ii) applicable law, (iii) these Purchase Order Terms, or (iv) any other standards of manufacturing applicable to the manufacturing process or to the Seller, associated with the manufacturing process of products to be delivered hereunder.

Seller also agrees to produce such documentation as reasonably requested by Buyer to enable Buyer to comply with documentation requirements and requests of any regulatory authority.

7. Non-Conforming Goods; Inspection; Testing Buyer may, without liability, cancel this order or reject goods or services in the event of late delivery or the delivery of non-conforming goods or services. Buyer shall not be liable for any failure to accept goods or services if interruption of transportation, government regulation, labor disputes, strikes, riots, insurrection, war, civil commotion, fire, flood, accident, storm, or any act of God, or other cause beyond Buyer's control makes it impracticable for Buyer to accept such goods or services. 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 representations or warranties, express or implied. 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.

8. 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 not primarily within Buyer'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 other expenses incurred to meet obligations to third parties.

9. Compliance With Laws; Audit Right In filling this order, Seller will comply with all applicable federal, state, and local laws, including without limitation (i) Executive Order 11246, as amended, which provides in part that Seller will take affirmative action with regard to recruiting and retaining minorities in all levels of its workplace, including all requirements set forth in Section 202 of the Executive Order which are incorporated by reference, (ii) laws prohibiting discrimination on the basis of an applicant's or employee's protected status and (iii) the affirmative action and nondiscrimination requirements of applicable federal law protecting the interests of handicapped workers and disabled and Vietnam-era veterans. Seller also represents that the goods are consistent with, and can be used in compliance with, the Occupational Safety and Health Act of 1970 (OSHA), that services to be performed on Buyer's premises will be consistent with OSHA provisions, and that Seller will provide Buyer the latest material safety data sheet (MSDS) for any chemical substance determined to be hazardous. If this order is for goods, Seller shall permit Buyer to perform quality audits at its manufacturing facilities for the products delivered under this order, and its other facilities, during normal business hours upon reasonable advance notice of the date of such intended audit in order to insure compliance with these Purchase Order Terms and applicable law. Seller will use their respective reasonable efforts to accommodate Buyer's requests to perform such audits on the date Buyer so requests. Seller agrees to conducting and documenting corrective and preventive actions based upon the analysis of quality data and upon Buyer's audits as soon as possible.

10. Indemnification: Seller shall defend, indemnify and hold Buyer, its affiliates and their respective successors, assigns, and each of their respective employees, officers, directors, agents, contractors, customers, and users of the goods and services harmless with respect to all claims, liabilities, damages, losses, costs and expenses (including attorney's fees and including without limitation, injury or death to persons or damage to property), arising out of or relating to: (i) any breach by Seller of any covenant, representation or warranty set forth or referenced in this order (including without limitation, any breach of any warranty set forth herein or the failure of any product to comply with the applicable specifications); (ii) the shipping or transporting of the goods purchased hereunder prior to passage of title to Buyer; (iii) actual or alleged patent, copyright, or trademark, infringement or violation of other proprietary right, arising out of the purchase, sale, or use of the goods or services covered by this order; (iv) actual or alleged defect in the services or in the design, manufacture, or material of the goods; (v) the failure of Seller to deliver the goods or services on a timely basis; (vi) the failure of the goods or services to meet the requirements of federal, state, local or municipal law or any other applicable law; (vii) any act or omission, direct or indirect, of Seller, its agents, representatives, employees or subcontractors in the performance of its obligations hereunder; (viii) Seller's negligence or willful misconduct; or (ix) recalls described in Paragraph 8 of these Purchase Order Terms or (x) any environmental or pollution damage arising out of or in connection with Seller's performance of this order, unless such damage results solely from the negligence of Buyer. In the event of a claim under this paragraph, 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 10 shall not be construed to indemnify Buyer for any loss to the extent it is attributable to Buyer's design, specification or negligence.

11. Limitation of Liability. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY AMOUNT GREATER THAN THE PRICE PAID FOR THE PORTION OF THE GOODS OR SERVICES AS TO WHICH LIABILITY ARISES. IN THE EVENT SELLER IS FOR ANY REASON ENTITLED TO RECOVER DAMAGES PURSUANT TO THIS PURCHASE ORDER SUCH DAMAGES SHALL NOT INCLUDE ANY LOSS OF PROFITS OR LOSS OF OPPORTUNITY OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES.

12. Insurance: Seller shall obtain and keep in force for three years after the last delivery of goods or services under this order insurance coverage that is reasonable for companies of similar size in Seller's industry, including reasonable coverages and amounts customary in such industry. If requested, Seller shall furnish Buyer with a certificate evidencing Seller's insurance.

13. Risk of Loss; Buyer Furnished Material: 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. Seller assumes all risk of loss or damage to its materials and equipment and any articles entrusted to Seller while in Seller's possession or under Seller's control. Seller shall promptly reimburse Buyer for the value of any article that belongs to Buyer. Any other damage shall be repaired promptly by Seller at Seller's expense. 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 Materials 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.

14. Ownership of Intellectual Property: All tangible reports, tables, analyses, and correspondence created by Seller pursuant to this order belong to Buyer, and Seller hereby assigns all such reports, tables, analyses and correspondence, as well as any other written work created for Buyer and any work assignment, and any and all inventions, if any, whether patentable or not, to Buyer. Seller agrees not to disclose that Buyer has specifically retained Seller for professional services unless Buyer has specifically authorized that such disclosure can be made. Seller hereby assigns to Buyer all right, title and interest, including copyrights and other intellectual property rights, in and to all works of authorship, data, reports and other materials, including without limitation, protocols, investigators' brochures, case reports and summary statistical reports, which shall be developed in performance of any work under any work assignment. Seller understands and acknowledges that Seller may from time to time in performing duties for Buyer create or contribute to the creation of a copyrightable subject matter and it is understood and agreed that such creative effort on the part of Seller shall be "work for hire", and all right, title, and interest in such subject matter shall be the sole and exclusive property of Buyer or its nominees, including the right to copyright such subject matter in the name of Buyer or its nominees. Seller further agrees that the payments described in this order and any corresponding work assignment are full and complete compensation for all obligations assumed by Seller hereunder and in full satisfaction of any and all compensation to which Seller may be entitled by law or otherwise. Seller agrees promptly to disclose to Buyer in writing any inventions. In partial consideration for the compensation agreed hereunder, Seller hereby irrevocably assigns to Buyer its entire right, title and interest in and to any invention. All inventions shall be the exclusive property of Buyer and in that regard Seller agrees that all such inventions and any information with respect thereto shall be confidential information within the meaning of and shall be subject to the confidentiality provisions provided in these Purchase Order Terms. Seller shall keep accurate and complete records of all inventions, which shall be Buyer's property and shall be available to Buyer at all times. Seller shall execute without charge any foreign or domestic patent applications or assignments or similar documents related to patent prosecution or otherwise necessary or desirable to evidence Seller's assignment of all inventions, and to provide reasonable cooperation and assistance to Buyer (at Buyer's expense) in connection with such patent prosecution; and should Buyer decide to keep any inventions secret, Seller shall agree to refrain from applying for patent protection thereon.

Neither anything contained in these Purchase Order Terms or any work assignment nor the disclosure or provision to Seller of any confidential information or other information or items shall be deemed to transfer or grant to Seller, or any other person or entity, any right, title, interest, or license in, to or under any patent or patent application of Buyer or other intellectual property or other right of Buyer in or to any information, discoveries, knowledge, experience, processes, procedures, compositions of matter, skills, know-how, samples, trade secrets, designs, formulae, specifications, methods, techniques, compilations, programs, devices, technical information, concepts, developments, inventions or improvements, whether patentable or not, or other technology, inventions or property of Buyer.

15. References to Buyer; Confidentiality: 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. Seller agrees not to reveal to any person any information pertaining to Buyer's business. Correspondence, source material, statistical and other data, whether provided in oral or written form, and all preliminary as well as completed work, are considered strictly confidential by Buyer and shall be treated accordingly by Seller and Seller shall not disclose any such information to any third person.

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: (a) Buyer may terminate this order, in whole or in part, without liability; if Buyer anticipates Seller's breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; if deliveries are not made at the time or in the quantities specified; or in the event of a breach or failure by Seller to meet other terms of this order. This right shall be in addition to any other remedies provided Buyer by law. (b) Buyer may terminate this order, in whole or in part, anytime for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer. (c) Upon termination under this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

18. Setoff: Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arises out of this or any other transaction may be set off against any money due Seller under this order.

19. Modifications; Waiver: Only modifications made in writing shall be binding upon Buyer. Buyer may waive performance or compliance with any terms and conditions hereof, but any such waiver shall be effective only if given in writing and shall be effective only with respect to the specific circumstances for which it is given. Buyer's failure to assert a right hereunder or to insist upon compliance with any term or condition of these Purchase Order Terms shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition.

20. Assignment; Subcontracting: Seller shall not assign this order or subcontract any portion of the performance of it without Buyer's prior written consent.

21. Severability: If any provision of these Purchase Order Terms becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, these Purchase Order Terms shall continue in full force and effect without such provision.

22. Entire Agreement; Headings: These Purchase Order Terms, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement, correspondence or discussions between the parties relating to the subject matter of this order. The captions to the paragraphs hereof are not a part of these Purchase Order Terms, but are included merely for convenience of reference only and shall not affect its meaning or interpretation.

23. Controlling Law: This order and the performance under it shall be controlled and governed by the laws of the state of New Jersey, without regard to conflicts of law provisions, and Seller hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute.

Check if applicable:

24. In addition to the above terms, the terms on the attached sheet are a part of these Purchase Order Terms and Seller shall be bound thereby.