

SHIONOGI INC. ("SHIONOGI")
PURCHASE ORDER TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT. This Purchase Order constitutes Shionogi's offer to purchase the products, materials, supplies, or equipment ("Goods") or services ("Services") from the provider thereof identified on the face of this Purchase Order ("Seller") in accordance with the term and conditions hereof. Seller's acceptance of this Purchase Order may be in writing (including via electronic transmission) or by any action or conduct by Seller which manifests acceptance, including without limitation Seller's delivery of the Goods or provision of Services covered hereby. Different or additional terms or conditions proposed by Seller or contained in any acknowledgement, invoice or other form of Seller shall not be binding upon, and are hereby rejected by, Shionogi. This Purchase Order sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written communications or understandings relating hereto. Notwithstanding the forgoing, if Shionogi and Seller have entered into a written agreement signed by both parties containing terms and conditions applicable to the provision of the Goods or Services covered hereby, then such other agreement shall control and supersede any conflicting or inconsistent provisions of this Purchase Order.

2. CHANGES; CANCELLATION. No changes or additions to this Purchase Order shall be binding upon Shionogi unless approved by Shionogi in writing. Shionogi shall have the right, at any time, to make changes to this Purchase Order by written notice to Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Purchase Order, Seller shall notify Shionogi immediately, and the parties shall negotiate an equitable adjustment in price, time of performance or other provisions of this Purchase Order, if appropriate. Shionogi may cancel this Purchase Order, in whole or in part, at any time for any reason prior to delivery of the Goods or Services without incurring any liability to Seller.

3. PRICE. The price for the Goods or Services covered hereby is set forth on the face of this Purchase Order. If the currency is not specified, the applicable currency shall be US Dollars. Charges for boxing, packaging or cartage will not be allowed or paid by Shionogi unless otherwise expressly stated on this Purchase Order. The price for Services shall cover all activities necessary for the performance of the Services as contemplated by this Purchase Order.

4. TAXES. Seller shall be responsible for any and all federal, state and local excise, sales, use and similar taxes, customs duties or levies and any foreign taxes which may be imposed upon or on account of the Goods or Services sold or provided hereunder and/or the materials used in connection therewith.

5. FREIGHT. Unless otherwise specified on the face of this Purchase Order, Seller shall be responsible for freight and delivery of the Goods covered hereby to the destination specified on the face of this Purchase Order, and all freight and delivery charges shall be paid by Seller. At the option of Shionogi, Shionogi may specify the common carrier for Seller to use for delivery. Seller shall pack, mark and ship all Goods in accordance with the requirements of this Purchase Order and good commercial practice. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Shionogi's Purchase Order number. Seller's serial numbers must be shown on all shipping papers and invoices.

6. DELIVERY. Time is of the essence and the Goods must be received or the Services performed by the

date(s) and at the destination(s) set forth on the face of this Purchase Order. If Seller fails to meet any required delivery date with respect to all or part of the Goods or Services covered hereby, Shionogi may, without limiting its other rights or remedies, (i) refuse to accept, or return at Seller's expense, such Goods or Services, (ii) require expedited shipping or performance of such Goods or Services, and/or (iii) charge to Seller any excess costs incurred as a result of any such delay.

7. **TITLE AND RISK OF LOSS.** Title to and risk of loss and damage with respect to the Goods delivered hereunder shall not pass to Shionogi until final acceptance by Shionogi at the ship to destination set forth on the face of this Purchase Order. In addition, Seller shall bear the same risks with respect to any Goods rejected by Shionogi or as to which Shionogi has revoked such acceptance, from the time of such rejection or acceptance.

8. **RIGHT OF INSPECTION; DEFICIENT OR NON-CONFORMING GOODS OR SERVICES.** Goods and Services supplied by Seller hereunder shall be subject to final review, inspection and acceptance by Shionogi within a reasonable time after delivery or performance, notwithstanding prior payment or initial inspection. Acceptance of Goods or Services shall be made when Shionogi has determined that the Goods or Services delivered or provided hereunder have met all of the requirements of this Purchase Order. Such final inspection and acceptance shall not be applicable in the case of latent defects or fraud. If Shionogi determines that the Goods and Services do not meet such requirements, Shionogi may (without limitation of any other remedy available to it): (i) require Seller to repair, replace or re-perform the deficient or non-conforming Goods or Services, (ii) refuse to accept the deficient or non-conforming Goods or Services and return any such Goods to Seller, at Seller's expense, in which case Seller will refund to Shionogi all amounts paid by Shionogi in respect of such Goods or Services, or (iii) accept the deficient or non-performing Goods or Services, in which case Seller shall provide to Shionogi an appropriate reduction in the price thereof.

9. **INVOICES.** All invoices shall be mailed to the attention of Shionogi's Accounts Payable Department at the address indicated on the face of this Purchase Order and shall clearly state Shionogi's Purchase Order number and a description of the Goods and/or Services.

10. **PAYMENT.** Seller shall invoice Shionogi for the Goods and/or Services furnished hereunder only after such Goods and/or Services are received by Shionogi and Shionogi has confirmed that they fulfill the requirements of this Purchase Order. Payment shall be made within forty-five (45) days after Shionogi's receipt of the applicable invoice submitted in accordance herewith. Shionogi may set-off any amount owing from Seller to Shionogi against any amount payable by Shionogi. Payment of an invoice for the Goods and/or Services covered by this Purchase Order shall not constitute acceptance of such Goods and/or Services. Shionogi shall be entitled to withhold payment of any invoiced amounts that it disputes in good faith until the parties resolve such dispute.

11. **WARRANTY.** In addition to any other warranties (express or implied) prescribed by law, Seller warrants that all Goods or Services furnished pursuant to this Purchase Order will (i) be free from defects in material, workmanship, manufacture and design, (ii) conform strictly to the requirements of this Purchase Order, including any drawings and specifications or other descriptions referenced herein, (iii) be merchantable and fit for their intended purpose and use, (iv) be free and clear of any lien, security interest or other encumbrance upon title, (v) not be adulterated or misbranded within the meaning of any local or state food and drug law or the Federal Food, Drug and Cosmetic Act and not be an article which may not under the applicable provisions of such Act or any other applicable, state, federal or local law or regulation,

be sold legally transported or introduced into state commerce, and (vi) not infringe, dilute, misappropriate, or otherwise violate the patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third party. The forgoing shall survive inspection and acceptance of the Goods or Services covered hereby and payment by Shionogi hereunder and shall be effective through the expiration date of the Goods covered hereby, or if no expiration date, for a period of two (2) years after delivery to Shionogi. Seller's warranties shall extend to Shionogi, its successors and assigns, and to customers and users of the Goods and Services.

12. NO DEBARMENT. Seller represents and warrants that neither Seller nor, to Seller's knowledge, any of its employees or agents: (i) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal or state law or regulation, including but not limited to the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b), (ii) has been convicted of a criminal offense related to healthcare, or (iii) has been listed by a federal department or agency as debarred, excluded, or otherwise ineligible for participation in federal healthcare programs as set forth in 42 U.S.C. Section 1320a-7 or any similar state law or regulation, and Seller agrees to immediately notify Shionogi of the occurrence of any such action.

13. HAZARDOUS MATERIAL SHIPMENTS. Seller agrees to provide a shipping paper to the carrier covering materials sold hereunder certifying that said materials are properly classified, described, packaged, marked and labeled and are at the time of shipment in proper condition for transportation according to the applicable regulations of the federal and state Department of Transportation, the Federal Environmental Protection Agency and the applicable state Department of Environmental Protection. Seller agrees to provide Shionogi, at or prior to the time of shipment, with a Material Safety Data Sheet and to promptly provide corrections and/or updates thereto, for all materials supplied under this Purchase Order which are considered to be hazardous as that term is defined under the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard ("HCS") (29 CFR § 1910-1200). Unless otherwise exempt from the labeling provisions of the HCS, Seller agrees that each container of hazardous chemicals shipped to Shionogi shall be labeled in accordance with the requirements of the HCS. Materials which are not properly classified, described, packaged, marked, labeled and in the proper condition for transportation at the time of delivery to Shionogi, according to the applicable regulations of the Department of Transportation, OSHA, and/or any other applicable regulations, may be rejected and returned at Seller's expense. In addition, Shionogi may correct any said deficiencies before returning the materials, or at its option, may elect to accept the shipment after correcting the deficiencies. The cost of correcting said deficiencies in either case shall be at the expense of Seller.

14. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state, and local laws, regulations, rules and ordinances and other similar requirements that apply to or govern Seller's performance of this Purchase Order.

15. EQUAL OPPORTUNITY COMPLIANCE. During the performance of this Purchase Order, Seller agrees to comply with all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR §60-1.4, 41 CFR §61-300.10, 29 CFR Part 471 Appendix A to Subpart A, 41 CFR §60-300.5 and 41 CFR §60-741.5, which specific clauses are herein incorporated by reference into all covered contracts and subcontracts as required by federal law. **Seller shall abide by the requirements of 41 CFR §60-300.5(a) and §60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran**

status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

16. INDEPENDENT CONTRACTOR. The relationship of Seller to Shionogi is that of an independent contractor and nothing herein shall be construed as creating an employee, agent, partner or other relationship.

17. SHIONOGI FURNISHED MATERIALS; CONFIDENTIALITY AND INVENTIONS. All tools, dies, molds, appliances, equipment, fixtures, or other property or equipment furnished by Shionogi to Seller in connection with this Purchase Order ("Equipment") shall remain the sole and exclusive property of Shionogi. Seller shall record and identify all Equipment as such and shall store and maintain all Equipment in good condition and repair. Seller shall be liable to and indemnify Shionogi for any loss or damage to any Equipment and shall adequately insure against any such loss or damage. All specifications, data, know-how and other information (including the terms and conditions hereof) furnished by Shionogi, or its agents, to Seller in connection with this Purchase Order ("Confidential Information") shall remain the exclusive property of Shionogi. All Confidential Information shall be treated by the Seller as proprietary and confidential, shall not be disclosed, reproduced or transferred to any third party, and shall be used only for the purpose of fulfilling this Purchase Order. All Confidential Information shall be returned to Shionogi upon the earlier of completion of this Purchase Order or Shionogi's request therefor. Any improvement, inventions, discoveries, procedures, data, results, conclusions, know-how or trade secrets made, learned or developed by Seller using the Equipment or the Confidential Information or otherwise in connection with Seller's performance of this Purchase Order (the "Inventions") shall be the sole and exclusive property of Shionogi. Seller hereby assigns and agrees to assign to Shionogi all right, title and interest in all worldwide intellectual property and other rights in the Inventions, including without limitation, patents, copyrights, and trade secrets and any other property rights under all applicable laws.

18. USE OF NAME; PUBLICITY. Seller shall not use the name of Shionogi or its affiliates, or their respective officers, directors, employees and agents, or any of Seller's or its affiliates' respective trademarks, trade names, trade dress, service marks or logos in any statement, publicity or advertising without Shionogi's prior written approval.

19. INDEMNITY AND INSURANCE. Seller shall defend, indemnify and hold harmless Shionogi, its affiliates and its and their respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses (including attorney's fees) directly or indirectly arising out or related to (i) the Goods or Services furnished hereunder, (ii) Seller's breach of any warranty or other term or condition of this Purchase Order, (iii) the acts, negligence, omissions or willful misconduct of Seller, (iv) any claim that Seller's provision or Shionogi's purchase of any Goods or Services furnished hereunder infringe upon or misappropriate any patent, copyright, trade mark, trade secret or other proprietary right of a third party, or (v) any violation by Seller of federal, state or local law, regulation statute or ordinance. Seller shall maintain the following types of insurance with the minimum limits set forth below: (i) commercial general liability (including contractual liability and product liability) insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (ii) automobile public liability insurance (including hired employees and non-ownership liability) with a combined single limit of not less than \$2,000,000, (iii) employer's liability insurance with a limit of not less than \$1,000,000, and (iv) workers compensation, in such amounts as may be required by law. All such policies shall name Shionogi as an additional insured. Seller agrees to provide Shionogi

with certificates of insurance evidencing such required coverage upon request.

20. LIMITATION ON LIABILITY. IN NO EVENT SHALL SHIONOGI BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR TYPE DAMAGES, WHETHER FORSEEABLE OR UNFORSEEABLE AND REGARDLESS OF THE FORM OF ACTION IN WHICH THEY ARE SOUGHT, BASED ON ANY CLAIM OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER OR THE PERFORMANCE HEREOF. SHIONOGI'S LIABILITY FOR ANY DAMAGES OR LOSSES ARISING OUT OF ANY SUCH CLAIMS SHALL BE LIMITED TO THE PRICE PAID OR PAYABLE BY SHIONOGI FOR THE GOODS OR SERVICES THAT GAVE RISE TO SUCH CLAIMS. ANY ACTION BASED UPON ANY BREACH ON THE PART OF THE SHIONOGI AS TO ANY GOODS OR SERVICES FURNISHED HEREUNDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

21. FORCE MAJUERE. Shionogi shall have the right to suspend delivery and/or acceptance of Goods or Services covered hereby without penalty or liability in the event of a force majeure, including without limitation acts of god, natural disasters, flood, fire, accident, pandemic, acts of war (whether or not declared), terrorism, riot, strike, labor disturbance, court order, act of governmental authority or any other act beyond Shionogi's reasonable control.

22. ASSIGNMENT AND SUBCONTRACTING. Seller shall not, in whole or in part, assign, transfer or delegate this Purchase Order or any of its rights, interests and/or obligations hereunder, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, to any third party without Shionogi's prior written consent. In the event Shionogi grants such consent, Seller shall be liable for any acts or omissions of any assignee or subcontractor to the same extent as if they were acts of Seller.

23. SEVERABILITY. In the event any provision of this Purchase Order is declared by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect, provided that any such modification is consistent with the purposes and objectives of this Purchase Order and does not impose upon either party any obligation that is greater or less than the obligation that would have been imposed by the invalidated or unenforceable provision.

24. WAIVER. Shionogi's failure or delay in exercising or enforcing any right hereunder will not operate as a waiver of, or impair, any such right. No single or partial exercise or enforcement by Shionogi of any such right will preclude any other or further exercise or enforcement by Shionogi thereof or Shionogi's exercise or enforcement of any other right, whether the same or similar. No waiver of any right by Shionogi will have effect unless given in a signed writing.

25. GOVERNING LAW; VENUE. The validity, interpretation and performance of this Purchase Order shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to its conflict and choice of law principles, and the parties hereby unconditionally submit to the exclusive jurisdiction and venue of the state or federal courts of competent jurisdiction located within the State of New Jersey.