

## NOVARTIS FINANCE CORPORATION TERMS AND CONDITIONS

### 1. ENTIRE AGREEMENT:

By accepting or filling this Purchase Order ("Purchase Order"), Seller agrees to its terms and conditions. This Purchase Order shall constitute the entire agreement between the parties, shall supersede all prior and contemporaneous agreements or understandings, oral or written with respect to the subject matter hereof and no other terms and conditions contained in any Seller form, paper, invoice, bill of lading, purchase order or other writing shall be binding on the Buyer; provided, however, that where express provisions (i) inserted by Buyer on the front of this Purchase Order or (ii) in any other written agreement executed by both Buyer and Seller expressly referenced on the front of this Purchase Order are inconsistent with any terms of this Purchase Order, then said express provisions shall prevail.

### 2. DELIVERIES AND INSPECTION:

Seller shall deliver the goods or perform the services ordered under this Purchase Order to/at the Buyer facility (or other designated Buyer location) set forth in this Purchase Order or as otherwise conveyed in writing by Buyer to Seller ("Delivery Point"). Goods delivered under this Purchase Order shall be subject to inspection and testing at the Delivery Point (or, if purchased for export, at the ultimate destination abroad). All or any part of the order may be returned at Seller's expense if found within a reasonable time from the date of Buyer's inspection and testing to be defective or not in accordance with this Purchase Order. Acceptance of all or part of the goods, or payment therefore, or failure to notify Seller promptly, shall not waive nor affect Buyer's right to cancel all or any part of this Purchase Order, return all or part of the goods, recover damages upon Seller's warranties or agreements of indemnity, or any other remedies Buyer may have. Seller shall bear the cost of inspecting and testing of materials which are rejected.

### 3. TIME OF ESSENCE; CANCELLATION:

Buyer may cancel this Purchase Order at any time after its issuance upon five (5) days prior written notice to Seller. Buyer may cancel all or any part of this Purchase Order or may refuse to accept (and in the case of goods, may choose to return) any goods or services ordered hereunder if Seller fails to deliver the goods or services within the time specified in this Purchase Order (time being of the essence hereof), or fails to deliver all or any part of the goods or services in accordance with its terms. Acceptance of part of the goods and services shall not oblige Buyer to accept later shipments of goods or performance of services, nor affect Buyer's right to return goods already accepted.

### 4. FORCE MAJEURE:

Neither party shall be liable to the other for any failure to perform hereunder or for delay in performance when such failure or delay shall be caused (directly or indirectly) by fire; flood; accident; explosion; sabotage; strike or any labor disturbance (other than one involving the employees of Seller or its subcontractors); riot; invasion; war; any act of any governmental authority (whether or not valid); an Act of God; or any other event beyond the reasonable control of the party whose performance is affected (each, an "Event of Force Majeure"). The party whose performance is so affected shall provide prompt notice to the other, shall indicate the estimated duration of such Event of Force Majeure, and shall use all reasonable efforts to mitigate the effects of such Event of Force Majeure. To the extent that the affected party is able to continue to perform certain of its obligations and responsibilities, it shall perform such unaffected obligations and responsibilities. If, by reason of any such Event of Force Majeure, Seller is excused from performance, then, to the extent goods are not delivered to Buyer in the quantities or at the times required hereunder (or services not performed) Buyer may purchase the same goods or services from other sources without liability or obligation to Seller. Should an Event of Force Majeure affect the Seller's ability to perform for longer than 30 consecutive days, then Buyer may, at its option, terminate this Purchase Order without further obligation or liability.

### 5. NOVARTIS SUPPLIER CODE:

Novartis promotes the societal and environmental values of the United Nations Global Compact to its external suppliers and uses its influence where possible to encourage their adoption. Third Party shall:

- (a) comply with the Novartis Supplier Code (and any published updates) which can be viewed and downloaded from <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines> (you may request a copy free of charge from Novartis);
- (b) having regard to Section 9.6 of the Novartis Supplier Code, provide information/documentation on reasonable request to Novartis and its affiliated companies to allow us to verify compliance with the Novartis Supplier Code in the form requested;
- (c) to rectify identified non-compliances with the Novartis Supplier Code (where capable of remedy) and report remediation progress to Novartis on request;
- (d) ensure that where Third Party [Affiliates] and/or subcontractors/agents of Third Party and its [Affiliates] have been pre-approved by Novartis (in accordance with this Agreement) to provide the [goods/services/deliverables], that such third parties also comply with the above requirements relating to the Novartis Supplier Code.

### 6. COMPLIANCE WITH LAW:

Buyer endorses societal and environmental values as set forth in the Novartis Code of Conduct, Policy on Corporate Citizenship, and the Novartis Supplier Code (accessible at <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>). Accordingly, Seller represents and warrants that all goods manufactured, packaged, labeled, tested, certified, inspected or delivered under this Purchase Order have been or will be produced, packaged, labeled, sold and delivered in accordance with all applicable federal, state, provincial and local laws, treaties, codes, rules, binding requirements and regulations, including, by way of example, all laws and regulations relating to health, safety, employment, transportation, hazardous materials, toxic substances,

environment, serial and identification numbers, labeling and country of origin/destination, and including, but not limited to, all Food & Drug Administration, Department of Transportation, Occupational Safety & Health Administration and Environmental Protection Agency regulations, all applicable Federal Acquisition Regulation provisions, and United States or other foreign jurisdiction custom requirements (collectively "Laws"). Specifically, but without prejudice to any other statutory requirement that may be applicable, Seller represents and warrants its (and the goods) compliance with the following Laws: The Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; Executive Order 11246, as amended; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; Executive Order 11738; the Toxic Substances Control Act; the Hazardous Materials Transportation Act; the Food, Drug and Cosmetic Act, as amended and the Comprehensive Environmental Response, Compensation and Liability Act of 1986, as amended. The equal opportunity clause required by Executive Order 11246 and the affirmative action clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973 are incorporated by reference as if set out in full and shall be considered part of the above definition of Laws. Seller agrees to execute and/or furnish to Buyer as requested, all certifications, guaranties and other documents regarding compliance with Laws, including, but not limited to, any Material Safety Data Sheet ("MSDS") or any certificate of compliance required by the Hazardous Materials Transportation Act. Seller further represents and warrants that it shall perform the services in compliance with all applicable federal, state and local laws, regulations, ordinances and rules, including but not limited to those applicable Laws described above, and in accordance with Buyer's applicable policies and procedures. Unless exempt, the E.O. clause set forth at 41 CFR § 60-1.4(a) (for women and minorities) and the provisions of 41 CFR §61-300.10 (veterans' employment reports) and 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Purchase Order and are binding on Seller. **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.** If the goods provided or services performed hereunder include the production or manufacturing of pharmaceutical products and/or components thereof ("pharmaceutical items") or if this Purchase Order otherwise contemplates delivery of pharmaceutical items to Buyer, Seller represents that all pharmaceutical items supplied under this Purchase Order are either of US or designated country origin, as defined by 48 CFR 25.003. Seller will notify Buyer at least 60 days in advance of any sourcing change that would cause such pharmaceutical item(s) to be of non-designated country origin.

## 7. SERVICES

To the extent that Seller is providing services to Buyer, either alone or in conjunction with the sale of goods, the following provisions apply in addition to the other applicable provisions of this Purchase Order.

- (a) Any services performed hereunder are in Seller's capacity as an independent contractor and Seller shall be solely responsible for and have control over the means, methods, techniques, and sequences of the services. Neither Seller nor its employees, agents, or representatives are employees of Buyer and Seller retains the exclusive right to hire, discipline, evaluate and terminate its own employees and to set their hours, wages and terms and conditions of employment.
- (b) Seller shall, at its sole expense, obtain, keep in force, and comply with, any and all permits, licenses, qualifications and approvals collectively, "Permits") required under any applicable Laws with respect to the services provided hereunder, including, but not limited to, any and all immigration documents, visas, clearances and the like necessary and appropriate for the lawful rendition of the services.
- (c) Seller warrants that it shall perform the services (i) in a professional manner; (ii) in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services; and (iii) in conformance with the requirements of the Purchase Order. Seller further represents and warrants that it is presently, and will remain, for the term of this Purchase Order and any extension thereof, free from any commitments or conflicts of interest that would impair Seller from rendering its undivided loyalty to Buyer. In the course of rendering the services, Seller shall not violate any prior confidentiality agreement, employment contract or any other duty owed to any other customer or former employer.
- (d) (i) All inventions and discoveries made and/or developed by Seller or one or more of its employees, agents and/or representatives, alone or together with one or more others, as a result of the performance of Services pursuant to this Purchase Order (collectively "Inventions"), and any patents on any Invention(s), shall be the sole and exclusive property of Buyer, and Seller hereby assigns, grants and conveys, and agrees to assign, grant and convey and to require its employees, agents and representatives to assign, grant and convey, to Buyer all right, title and interest in and to any Inventions and any such patents and to execute all documents reasonably deemed necessary or desirable by Buyer to perfect its sole and exclusive ownership of such Inventions and patents. Without buyer's written consent, neither Seller nor one or more of its employees, agents and/or representatives, alone or together with one or more others, will file any patent applications or any Inventions. As used in this Purchase Order, the term "Inventions" includes patentable and unpatentable inventions and discoveries, and the term "patents" includes both United States and foreign patents, extensions thereof, reissues thereof, reexamination certificates issued therefore and supplemental protection certificates based thereon, and applications for all of the foregoing. (ii) All works, including, but not limited to, information, materials, documents, software code or programs (together with any related documentation), designs and plans falling outside the scope of Inventions prepared and/or created as a result of the performance of Services pursuant to the Purchase Order (collectively the "Works") shall be "works made for hire" under the United States Copyright Act, and Buyer does and shall own all right, title and interest in all such Works. To the extent that any individual Work does not constitute a work made for hire, Seller hereby assigns, grants, and conveys, and agrees to assign, grant and convey to Buyer all right, title and interest in and to any intellectual property rights, including

any copyrights, trademarks and service marks, in each such Work. The foregoing intellectual property rights include, but are not limited to, (i) all rights to register, or to renew any registration(s) for, such intellectual property rights, (11) all causes of action related to such intellectual property rights and (iii) any and all moral rights, so-called droits morale and rights of attribution. Seller hereby agrees to execute, and to require its employees, agents and representatives to execute, all documents reasonably deemed necessary or desirable by Buyer to perfect its ownership of such Works and any intellectual property rights in any Works. Without the written consent of Buyer, Seller will not attempt to register any Work, or any part thereof, at the United States Copyright Office, the United States Patent and Trademark Office or any foreign counterpart of either of these offices. As used in this Purchase Order, terms such as "copyrights", "trademarks" and "service marks" include both United States and foreign copyrights, trademarks and service marks, respectively, and applications therefore.

(e) Buyer retains the exclusive ownership interest in all tools, materials (including, without limitation, all graphics and files), information, software, hardware, and any other equipment that Buyer may supply to Seller in the course of Seller's performance of the services hereunder, and Seller acknowledges Buyer's exclusive ownership interest in the foregoing and agrees not to contest such interest. Seller may use the foregoing only to provide the services and supply the Works and Inventions hereunder.

(f) As a condition precedent to any payments, Seller will furnish waivers or releases of subcontractors' rights to file mechanic's liens against the work, materials, articles or equipment. Seller promises to keep said property free and clear of all liens for materials and labor incident to the obligations hereunder. Seller also waives its right to assert any lien on its own behalf and shall insert in all contracts with subcontractors, laborers and materialmen clause containing like provisions. In the event any liens or rights in rem attach after final payment under this Purchase Order, Seller shall refund to buyer all expenses incurred by Buyer in discharging such liens or rights in rem. Buyer shall have the right, at Buyer's option, to remove any liens, notices of liens, notices of intention or rights in rem by payment to the claiming party without inquiry as to the validity thereof. All such payments shall be charged to Seller or used as setoff against any claim for payment by Seller.

#### **8. SUBCONTRACTING:**

Seller may not subcontract any of its obligations or responsibilities under this Purchase Order without the prior written approval of Buyer. No such approval shall relieve Seller of its obligations or responsibilities under this Purchase Order.

#### **9. TOOLS, DIES, MOLDS, ETC.:**

All tools, dies, molds, printing plates, drawings, plans, prints and the like created for us on this Purchase Order shall be the property of Buyer, and Buyer may withdraw them from Seller's premises on demand in writing. These items shall be carefully preserved by Seller and maintained in good condition at all times.

#### **10. PRICE AND PAYMENT TERMS:**

If no price is specified on this Purchase Order, the goods and/or services furnished hereunder shall be billed at the price last quoted to Buyer, or at the prevailing market price, whichever is lower. Seller warrants to Buyer that the prices herein provided are not higher than the lowest net prices at which Seller is selling or offering to sell like materials to any other Seller customer. If, on or before the date of delivery of any materials ordered hereunder, Seller shall sell or offer to sell the same or like materials at a lower net price, this Purchase Order shall be deemed so modified to reflect such lower price. Buyer will only reimburse those out-of pocket expenses that are reasonable, necessary and expressly authorized on the face of this Purchase Order or otherwise in writing. All such expenses shall be billed at actual cost and, for expenses in excess of \$25.00 must be supported by receipts or other appropriate documentation. If a cash discount period is noted on the invoice and/or this Purchase Order, such cash discount period shall be computed as commencing with receipt of invoice or goods, whichever is received later. Payment will be due net forty five (45) days unless negotiated with Novartis Strategic Sourcing and its delegates, after the (i) receipt of the invoice by Buyer or (ii) acceptance of the goods or services by Buyer, whichever is later, unless such payment is in dispute. Unless otherwise stated in this Purchase Order, no charge will be allowed for packing, boxing, cartage, or insurance, and Seller shall prepay and absorb all shipping charges.

#### **11. TAXES:**

Buyer shall be liable only for those taxes imposed on a buyer by operation of law. Buyer may require Seller to provide Buyer with documentation satisfactory to Buyer establishing Buyer's liability for such taxes; provided that Seller shall not be required to provide such documentation in connection with sales or use taxes unless Buyer questions the applicability of such taxes.

If Seller is not (1) a United States ("US") citizen, resident alien or green card holder or (2) incorporated or organized in the US, then the provisions of this paragraph shall apply. In accordance with Internal Revenue Service ("IRS") guidance, payments to Seller for goods sold or services performed in the United States or payments for any other type of US source income shall be subject to a 30% US withholding tax and Seller must have a US Taxpayer Identification Number. Such withholding will be required unless the payment is exempt from US withholding tax or a treaty exists to reduce the rate of withholding. Seller shall complete and provide to Novartis the appropriate variation of IRS Form W-8 (or if an individual a Form 8233) certifying its status (i.e., foreign person), providing an appropriate Taxpayer Identification Number and if appropriate claiming a treaty benefit to reduce the rate of US withholding tax or claiming an exemption from US withholding tax. Seller shall indicate in each invoice to Novartis the amount payable for goods sold or services performed in the US (absent such indication all goods sold and services performed will be assumed for tax purposes to have been sold or performed in the US and be subject to US reporting). If Seller is not selling goods or performing services in the US and is not receiving payments for other US source income then a Form W-8BEN must be completed noting such and provided to Novartis.

#### **12. TITLE AND RISK OF LOSS:**

Title and risk of loss to goods delivered hereunder will transfer to Buyer upon acceptance by Buyer at the delivery point.

**13. WARRANTIES:**

In addition to all other representations and warranties of Seller or Buyer set forth herein, Seller represents and warrants to Buyer and its customers that all goods to be delivered under this Purchase Order will be of merchantable quality, free from any latent or patent defects in design, materials or workmanship, will conform to Buyer's specifications, descriptions and samples, will conform to the requirements of this Purchase Order and will be safe for their intended use. Seller (i) represents, as of the date hereof, that (A) Seller has provided to Buyer for inclusion in Company's electronic system, a completed copy of Buyer's Supplier Diversity Classification Form, (SDCF) in respect of such Seller, and (B) the size or socioeconomic representations and certifications made in such Classification Form are current, accurate, complete, and applicable to the Work under this Agreement (including business size standards applicable to the NAICS code) as of the date hereof or within the last twelve months, and (ii) covenants that Seller shall provide to Buyer an updated Supplier Classification Form from time to time within thirty (30) days of Buyer's request, each of which updated SDCFs shall be current, accurate and complete as of the date of submission by Seller to Buyer.

**14. INDEMNITIES:**

Seller agrees to indemnify, defend and hold Buyer and its affiliates (including their respective officers, directors, employees, contractors and agents of the foregoing) harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including attorneys' fees (collectively, the "Claims"), arising out of, incident to, or resulting directly or indirectly from the performance of Seller (including but not limited to Seller's employees, agents and subcontractors) hereunder, including but not limited to the breach by Seller of any of its representations, warranties, duties and obligations hereunder, except to the extent that such claims were caused by negligence or willful misconduct of Buyer. Seller further agrees to indemnify, defend and hold Buyer and its affiliates (including their respective officers, directors, employees, contractors and agents of the foregoing) harmless from and against any and all Claims that the Works or Inventions, goods or services, or any portion thereof, infringes or misappropriates any patent, trademark, copyright or other third party intellectual property rights, except to the extent that the allegedly infringing material was provided to Seller by Buyer and the Claim does not arise out of Seller's negligence, willful misconduct or use of the material in a manner inconsistent with this Purchase Order. As used herein, the work "affiliates" shall mean corporations, partnerships or other business entities, and the employees and agents thereof which, directly or indirectly, are controlled by, control, or are under common control with a party.

**15. F.D.A. GUARANTY:**

Seller guarantees that, no article manufactured, packaged, labeled, tested, certified, inspected or delivered under this Purchase Order, is, as of the date of shipment adulterated or misbranded within the meaning of the federal Food, Drug and Cosmetic Act, as amended, or the regulations promulgated thereunder, or is an article which may not, under the provisions of Section 404, 405 or 512 of said Act, be introduced into interstate commerce.

**16. CONFIDENTIALITY:**

During performance of this Purchase Order and thereafter, Seller may have access to private or confidential information of Buyer, including, but not limited to, technical information, sales, cost and other unpublished financial information, product and business information, marketing data and plans and trade secrets ("Confidential Information"). Seller acknowledges and agrees that this Purchase Order, the Works, Inventions, and all knowledge Seller may gain of the Confidential Information shall be deemed Confidential Information owned by Buyer. Seller agrees that: (i) all Confidential Information shall remain the exclusive property of Buyer; (ii) it shall maintain, and shall use prudent methods, but in no event less than commercially reasonable efforts, to cause its employees (and, if approved pursuant to Section 7 of this Purchase Order, its contractors and agents) to maintain the confidentiality and secrecy of the Confidential Information; (iii) it shall not, and shall use prudent methods to ensure that its employees, contractors and agents do not, copy, publish, disclose to any third parties or use (other than pursuant to the terms hereof) the Confidential Information; and (iv) it shall return or destroy all copies of Confidential Information upon request of Buyer, and promptly certify in writing as to such destruction having occurred. The obligation of non-disclosure by Seller shall not apply where the Seller is required to disclose Confidential Information pursuant to judicial process, court order or administrative request, provided that Seller has notified Buyer sufficiently in advance of any such disclosure so as to permit Buyer the opportunity to seek a protective order.

**17. WAIVER:**

Buyer's exercise of any remedy or option or its failure to exercise any right hereunder shall not constitute a waiver of any other right that Buyer may have and shall no constitute a waiver of any subsequent failure, delay or breach by Seller.

**18. CHANGES:**

Buyer reserves the right to make changes to this Purchase Order. If any such change causes a substantial variation in the cost of furnishing the goods and/or performing the services, Seller may assert a claim in writing for an equitable adjustment in the price within 15 days of date of receipt by Seller of Buyer's notification of changes.

**19. GOVERNING LAW:**

This Purchase Order shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of laws provisions. The parties hereby specifically exclude the application of the United Nations Convention on the International Sale of Goods to this Purchase Order. Seller hereby agrees that the federal or state courts located within the State of New Jersey shall have exclusive jurisdiction and venue for any dispute or action related to or arising out of this Purchase Order or the goods and services ordered hereunder.

**20. ASSIGNMENT:**

Seller may not assign this Purchase Order or any of its rights nor delegate any of its duties hereunder without the prior written consent of Buyer. Any such assignment or delegation in contravention of this section shall be null and void.

**21. AUDIT:**

During the performance of this Purchase Order and for three (3) years thereafter, Seller will maintain all books, records and other documents relevant to its performance under this Purchase Order (including but not limited to employee billing and time records) or are required to be maintained by Laws or Permits. Seller shall make such documents available to Buyer and its representatives for inspection, audit and copying at all reasonable times and upon the request of Buyer. If Buyer's inspection and audit discloses amounts owing to Buyer, such amounts will be paid to Buyer within Thirty (30) days of Buyer's statement therefore.

**22. DEBARMENT CERTIFICATION:**

Seller represents and warrants that neither Seller nor any person employed by or under contract to Seller now or in the future in connection with this Purchase Order or any goods provided or services performed hereunder: (i) has been convicted of an offense related to any Federal or State healthcare program, including (but not limited to) those within the scope of 42 U.S.C. § 1320a-7(a); (ii) has been excluded, suspended or is otherwise ineligible for Federal or State healthcare program participation, including (but not limited to) persons identified on the General Services Administration's List of Parties Excluded from Federal Programs or the HHS/OIG List of Excluded Individuals/Entities; (iii) has been debarred from or under any Federal or State healthcare program (including, but not limited to debarment under Section 306 of the Federal Food, Drug and Cosmetic Act (21 USC 335a); (iv) has been or presently is debarred, suspended, or proposed for debarment or declared ineligible for the award of contracts by any Federal agency; or (v) is on any of the FDA Clinical Investigator enforcement lists, including, but not limited to, the (1) Disqualified/Totally Restricted List, (2) Restricted List and (3) Adequate Assurances List. If Seller becomes aware that Seller or any person employed by or under contract to Seller in connection with this Purchase Order or any goods provided or services performed hereunder has become or is in the process of being charged, convicted, debarred, excluded, proposed to be excluded, suspended or otherwise rendered ineligible, or is on an enforcement list, Seller hereby agrees to notify Buyer in writing immediately.

**23. SEVERABILITY:**

If any provision or portion thereof of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, the Purchase Order shall be construed in all respects as if the invalid or unenforceable provision or portion thereof had been omitted and all other terms and conditions are fully enforceable, and in such case this Purchase Order may be modified, amended, and limited, reflecting the intentions of the parties, if and only if such changes are necessary to render the Purchase Order valid and enforceable.

**24. INSURANCE:**

During the performance of the Purchase Order, Seller agrees that (a) it shall maintain, and (b) it shall require any Buyer-approved subcontractors it may engage to maintain, the following insurance in amounts no less than that specified for each type: (i) general liability insurance with combined limits of not less than \$1,000,000 per accident for bodily injury, including death, and property damage; (ii) workers' compensation insurance in the amount required by the law of the state(s) in which the Seller's workers are located and employer's liability insurance with limits of not less than \$1,000,000 per occurrence; (iii) products liability insurance with combined limits of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate; and (iv) in the event that the use of a company-owned motor vehicle is required in the performance of this Purchase Order, automobile liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$1,000,000 per accident for bodily injury, including death, and property damage. Upon request, Seller shall provide Buyer written evidence of Seller's insurance. Seller will name Buyer and its employees as additional insureds under Seller's insurance policy, and will provide to Buyer at least thirty (30) days prior written notice of any change to or cancellation of Seller's insurance program.

**25. ASBESTOS:**

Seller shall not use in the performance of the Services, or provide to or purchase for Novartis, any Asbestos Containing Material. For purposes of this Purchase Order, "Asbestos" means the following fibrous silicates: Asbestos actinolite, CAS No. 77536-66-4; Asbestos grunerite (amosite), CAS No. 12172-73-5; Asbestos anthrophyllite, CAS 77536-67-5; Chrysotile, CAS No. 12001-29-5; Crocidolite CAS No. 12001-28-4, Asbestos tremolite, CAS No. 77536-66-6. "Asbestos Containing Material (ACM)" means any material containing more than 1% asbestos.

**26. SURVIVAL:**

Sections 1, 5, 6(e), 6(f), 8, 10, 12, 13, 15, 16, 18, 19, 20, 22 and 25 shall survive expiration, completion or termination of this Purchase Order.

**27. PRIVACY:**

This Purchase Order contains information such as name, signature and contact information ("Personal Information") that identifies or describes one or more individuals. This Purchase Order, and the Personal Information contained herein, from time to time may be transferred to, stored or otherwise processed in jurisdictions that have privacy and data protection laws that differ from, or are not as stringent as, those where the Purchase Order was executed or where the individual(s) resides. By executing and delivering this Purchase Order, Seller represents and warrants that it has the right to provide Personal Information to Novartis for processing as described in this paragraph. The Personal Information disclosed in this Purchase Order will be used for the purposes of administration and enforcement of this Purchase Order and/or other actual or potential legal and business transactions involving the parties. Seller agrees to handle, store and process Personal Information in compliance with all applicable data protection laws, and the terms of any consent of the individuals or other persons legally empowered to consent on their behalf.