

NOVARTIS TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

By accepting or filling this Purchase Order ("Purchase Order"), Seller hereby agrees to the following terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This Purchase Order shall constitute the entire agreement between the parties; *provided, however*, that where express provisions on the front of this Purchase Order or 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 those express provisions shall prevail.

2. DELIVERIES AND INSPECTION

Goods delivered under this Purchase Order shall be subject to inspection and testing at Buyer's facilities (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 to be defective or not in accordance with this Purchase Order. Acceptance of all or part of the goods, payment for the goods, and 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 that are rejected.

3. TIME OF ESSENCE; CANCELLATION

Buyer may cancel all or any part of this Purchase Order or may refuse to accept, or may return at Seller's expense, any goods ordered hereunder if Seller fails to deliver the goods within the time specified in this Purchase Order (time being of the essence hereof), fails to deliver all or any part of the goods in accordance with its terms, or otherwise breaches the terms of this Purchase Order. Acceptance of part of the order shall not oblige Buyer to accept later shipments nor affect Buyer's right to return goods already accepted.

4. COMPLIANCE WITH LAW

Seller represents and warrants that any goods and services purchased pursuant to this Purchase Order will be provided, produced, packaged, labeled, sold, and delivered in material compliance with all applicable laws, codes, regulations, rules, orders, and binding requirements applicable to the Seller, including but not limited to laws and regulations relating to health, safety and the environment, anti-corruption and anti-bribery, fair labor practices, unlawful discrimination, and the manufacture and distribution of pharmaceutical products (collectively "Laws"). Seller represents and warrants that it will comply with applicable requirements of the following provisions of Federal law (copies of which may be furnished upon request), which are hereby incorporated by reference in this Agreement: (1) FAR [48 C.F.R.] 52.219-8, relating to small business subcontracting; (2) FAR 52.219-9, relating to small business subcontracting documentation and reporting requirements; (3) FAR 52.222-26 and 41 C.F.R. 60-1.4, relating to Equal Opportunity; (4) FAR 52.222-35 and 41 C.F.R. 60-250.5, relating to Affirmative Action for Disabled Veterans; and (5) FAR 52.222-36 and 41 C.F.R. 60-741.5, relating to Workers with Disabilities. In addition to compliance with applicable laws and regulations, Seller will adhere to ethical business practices and observe the *Novartis Supplier Code*. The *Novartis Supplier Code* and other codes, policies, and guidelines can be found at <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>. Seller shall familiarize itself with these codes, policies, and guidelines and provide information on request to Buyer associates concerning labor, health and safety, animal welfare, anti-bribery and fair competition, data protection, and privacy practices, in the form requested and allow Buyer associates (or its nominated third party experts) adequate access for the purposes of auditing compliance with these standards. Seller shall use its best efforts to rectify identified non-compliances and report remediation progress to Buyer on request.

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

(c) 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.

(d) Seller warrants that it shall perform the services (i) in a professional manner; (ii) in conformance with that level of care and skills ordinarily exercised in similar circumstances by providers of the same or similar services; and (iii) in compliance with all applicable Laws and Permits and with Buyer's site rules and regulations. Seller warrants that it is presently, and will remain, for the term of this Agreement and any extension thereof, free from any commitments or conflicts of interest that would impair Seller from rendering its undivided loyalty to Buyer.

(e) Seller shall maintain, and shall require any subcontractors it may engage to maintain, during the performance of this Purchase Order, 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 occurrence and \$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; and (iii) in the event that 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 with evidence of Seller's insurance. Seller will name Buyer as an additional insured party 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.

(f) All information, data, reports, writings, works of art, ideas, source codes, inventions and other work product, in any form what so ever, both tangible and intangible, developed as a result of Seller's performance of services hereunder (collectively, the "Works") shall be assigned to Buyer. With respect to any Works consisting of copyrighted works, such works shall be considered "works made for hire" pursuant to the Copyright Act of 1976, as amended, and shall be the sole and exclusive property of Buyer.

(g) 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 a 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.

6. TOOLS, DIES, MOLDS, ETC.

All tools, dies, molds, printing plates, etc. created for use 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 operating condition at all times.

7. 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 that the prices herein provided are not higher than the lowest net prices at which Seller is selling or offering to sell like materials. 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. Cash discount period shall be computed as commencing with receipt of invoice or goods, whichever is received later. Payment will be due net sixty (60) days (unless expressly noted on the front of this Purchase Order) after the (i) receipt of the invoice by Buyer, or (ii) acceptance of the goods or services by Buyer, whichever is later, unless acceptance 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.

8. 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.

9. 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, which shall be Buyer's facilities in Cambridge, Massachusetts unless otherwise noted on the front of this Purchase Order.

10. WARRANTIES

Seller 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, and will be safe for their intended use.

11. INDEMNITIES

Seller shall indemnify, defend, and hold Buyer and its Affiliates (defined below) (together with all of Buyer's and its Affiliates' 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"), 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 Claims that the goods or services violate or were provided, produced, packaged, labeled, sold and delivered in violation of any Laws or Permits, or from the breach by Seller of its warranties, duties and obligations hereunder, except to the extent that such Claims were caused by the gross negligence of Buyer. Seller shall indemnify, defend, and hold Buyer and its Affiliates (together with all of Buyer's and its Affiliates' officers, directors, employees, contractors and agents of the foregoing) harmless from and against any and all Claims that the Works infringe any patent, trademark, copyright or other third party intellectual property rights, except to the extent that both the allegedly infringing material was provided to Seller by Buyer and Seller did not act negligently or wrongfully in using such material. "Affiliate" shall mean any person, firm or corporation that directly or indirectly controls or is controlled by or is under common control with Buyer. For purposes of this definition, "control," "controls" or "controlled" means ownership directly or through one or more Affiliates, of 50% or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or 50% or more of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties acknowledge that in the case of certain entities organized under the laws of certain jurisdictions, the maximum percentage ownership permitted by law for a foreign investor may be less than 50%, and that in such case such lower percentage shall be substituted in the preceding sentence; *provided* that such foreign investor has the power to direct the management and policies of such entity.

12. F.D.A. GUARANTY

Seller guarantees that no article delivered pursuant to this Purchase Order, as of the date of shipment, is 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.

13. CONFIDENTIALITY

During performance of this Purchase Order and thereafter, Seller shall hold in confidence and not use for itself or others any and all information disclosed to or developed by Seller in its performance hereunder. Seller shall not disclose the existence of such Purchase Order nor use nor authorize others to use, the name, symbols or marks of Buyer in any advertising or publicity material or make any form of representation or statement on behalf of Buyer without Buyer's express written approval. Seller shall require a similar agreement of any subcontractors performing work under this Purchase Order.

14. WAIVER

Buyer's exercise of any option or its failure to exercise any right hereunder shall not constitute a waiver of its rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay or breach by Seller.

15. 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.

16. GOVERNING LAW

This Purchase Order shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue for any action brought hereunder shall be the federal or state courts located within the Commonwealth of Massachusetts.

17. ASSIGNMENT

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

18. 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. If Buyer's inspection and audit discloses amounts owing to Buyer, such amounts will be paid to Buyer within ninety (90) days of Buyer's statement therefore.

19. DEBARMENT CERTIFICATION

Seller represents and warrants that neither Seller nor any person employed by Seller in connection with this Purchase Order or any goods or services provided hereunder has been debarred under Section 306 (a) or (b) of the Federal Food, Drug and Cosmetic Act and no debarred person will in the future be employed by Seller in connection with any work to be performed for, or goods provided to, Buyer. If Seller becomes aware that Seller or any person employed by Seller in connection with this Purchase Order has become or is in the process of being debarred, Seller shall notify Buyer immediately.

20. 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. 77536-68-6. "Asbestos Containing Material" means any material containing more than 1% asbestos.

21. 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. 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. Storage or processing of Personal Information disclosed in this Purchase Order may be electronic and/or off line. Issuing, accepting or filling this Purchase Order constitutes the representation by each party to this Purchase Order that if required by the privacy laws applicable to such individuals, the individuals identified herein by such party have been notified of and have consented to, the transfer, storage, and processing of such Personal Information, and such Personal Information shall be secured appropriately as described in this Section.