

## **PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Agreement by Seller to furnish the goods or services hereby ordered, or its furnishing of such goods or services, in whole or in part, shall constitute acceptance by Seller of this Purchase Order, subject to these terms and conditions. Seller's acceptance is expressly limited to the terms and conditions set forth herein, and Seller agrees that any terms and conditions proposed by Seller that are in addition to or inconsistent with the terms and conditions of this Purchase Order are hereby objected to and shall be void and of no effect.

2. **PRICING:** Cash discount period shall be computed as commencing with receipt of invoice, or of goods, whichever is later. Should Buyer at any time be offered a lower delivery price on the goods that are the subject of this Purchase Order, of equal quality, in like quantity and for the same use by a responsible manufacturer of the goods, and furnish Seller satisfactory proof of same, Seller will either supply such quantity at the lower price or permit Buyer to purchase such quantity at the lower delivered price from the manufacturer making such offer, and the quantity so purchased will be deducted from Buyer's purchase obligation hereunder.

3. **PACKAGING and FREIGHT:** Unless otherwise specified in this Purchase Order, no charge will be allowed for packaging, boxing, cartage or insurance. Unless otherwise specified in this Purchase Order, freight will be prepaid.

4. **TAXES:** Buyer shall be liable only for those taxes imposed by operation of law on the goods or services. 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.

5. **TITLE AND RISK OF LOSS:** Title and risk of loss for goods shall pass at the F.O.B. points specified in this Purchase Order. In the event that Buyer rejects the goods delivered, whether or not rejection is proper, title and risk of loss shall revert to Seller immediately upon such rejection.

6. **TIME IS OF THE ESSENCE:** Time is of the essence in this Purchase Order and the failure by Seller to furnish the goods or services herein ordered in the time period specified, or, in Buyer's sole discretion, within a reasonable time if no time is specified herein, shall, at the option of Buyer, without liability and in addition to Buyer's other rights and remedies, relieve Buyer of any obligation to accept and pay for any such goods or services.

7. **WARRANTIES OF QUALITY; INSPECTION:** Seller warrants that all goods provided pursuant to this Purchase Order will be of merchantable quality, will be free from any defect (latent or patent) in design, materials or workmanship, will conform to Buyer's specifications, samples and/or descriptions in all respects, and will be safe for its intended use. Seller further warrants that, in regard to the performance of services, it: (i) is qualified to perform the services to be furnished hereunder, (ii) it will perform them competently and in accordance with good industry or trade standards, (iii) will perform them in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services, and (iv) will perform the services in compliance with all applicable federal, state and local laws, statutes, rules, regulations, orders, ordinances and binding obligations. Seller shall indemnify, defend and hold Buyer harmless against any and all claims, losses, liabilities, causes of action, costs and expenses, including attorney's fees that Buyer may suffer from the breach of any of the foregoing warranties. These warranties and this indemnification shall survive acceptance and payment of this Purchase Order.

8. **INTELLECTUAL PROPERTY:** Seller warrants that the goods in the form delivered to Buyer, do not infringe any valid United States patent and that any labels or trademarks affixed thereto by or on behalf of Seller are free from any valid claim for copyright or trademark infringement. Seller will indemnify, defend and hold Buyer and its customers harmless against any and all claims, losses, liabilities, causes of action, costs and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights with respect to the goods or services covered by this Purchase Order. This warranty and indemnification shall survive acceptance and payment of this Purchase Order.

9. **INDEMNITY FOR SERVICES; INSURANCE:** With respect to any goods or services provided hereunder, Seller shall indemnify, defend, and hold Buyer, its officers, directors, and employees harmless against any and all claims, losses, liabilities, causes of action, costs, and expenses, including attorney's fees, suffered by the Buyer, its officers, directors or employees, any affiliate and/or any other person or business entity, on account of personal injury or death, or damage to property resulting directly or indirectly from the use, performance or failure to perform of the goods or any services provided by Seller or any of Seller's agents, directors, officers, employees or subcontractors ("Representatives"), whether such loss, damage, injury or liability is contributed to by the goods, or by Seller, its Representatives or by any other cause whatsoever, provided that Seller shall have no liability for damages or the costs incident thereto to the extent caused by the sole negligence of Buyer.

10. **INDEPENDENT CONTRACTOR:** Seller is and all times shall be an independent contractor and nothing herein stated shall constitute Seller's the legal representative of Buyer for any purpose whatsoever, Seller is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Buyer, or to bind Buyer in any manner whatsoever, and neither party shall be considered the agent, partner or employee of or participant in a joint venture

with the other party.

11. **COMPLIANCE WITH LAWS; ANTI-BRIBERY:** Seller warrants that all goods and services furnished hereunder have been manufactured, processed, packaged, sold, delivered and performed in accordance with all applicable federal, state and local laws, rules, regulations, orders and guidelines and good industry practices including, but not limited to, health, safety and the environment, fair labor practices, unlawful discrimination and anti-corruption and anti-bribery laws. Buyer gives preference to third parties who share Buyer's societal and environmental values, as set forth in the Novartis Third Party Code of Conduct and Corporate Citizenship Guidelines (the "Supplier Code"). Seller represents and warrants that it and its employees and representatives will at all times adhere to ethical business practices and will comply with all Buyer policies and procedures communicated to it, including, but not limited to the Supplier Code and the Novartis Global Anti-Bribery Policy, as may be amended from time to time, copies of which are located at: <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>. Seller warrants that should Buyer require Seller to complete a "Questionnaire for Third Parties", the information provided by Seller with such Questionnaire shall be accurate and complete. Seller agrees to inform Buyer promptly of any significant change to the information provided with such Questionnaire. Seller has and will maintain all licenses, permits and similar authorizations required for the sale and delivery of the goods, and/or for its performance of any services hereunder. Seller will provide Buyer with all information reasonably necessary, including but not limited to, Material Safety Data Sheets and updates thereof, to assist Buyer in using, handling, storing and distributing all goods in compliance with the aforesaid laws, regulations, orders and guidelines. If Seller's obligations hereunder require Seller to perform services on Buyer's premises or on property under Buyer's control, Seller will perform the services in a safe and competent manner so as not to cause any injury to any person or property. Seller will cause its Representatives to observe all of Buyer's rules, regulations and safety procedures in effect at Buyer's premises. [Waiver of Liens]

12. **CHANGES:** Buyer shall have the right by written order to suspend, or to make changes from time to time, in the services to be rendered or the goods to be furnished hereunder. If such suspensions or changes cause an increase or decrease in the cost of goods or performance of services under this Purchase Order, or in the time required for Seller's performance, an equitable adjustment shall be negotiated promptly by the parties and this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Section 13 must be asserted to Buyer in writing within 30 days from Seller's receipt of any notification of suspension or change specifying the amount claimed and supporting cost figures; provided, however, that nothing herein shall excuse Seller from proceeding with this Purchase Order as changed.

13. **BUYER'S PROPERTY:** Seller assumes all risk of loss or damage to any property of Buyer entrusted to Seller while such property is in Seller's or its Representative's possession or otherwise under Seller's control. In the event of loss or irreparable damage, Seller shall promptly reimburse Buyer for the replacement value of the property or, at Buyer's sole option, the full cost of repairs of the property.

14. **FORCE MAJEURE:** Seller or Buyer, as the case may be shall be excused from performance hereunder if such party's failure to perform arises from causes beyond its control and without fault or negligence of such party. Examples of such causes are pandemic events, war, fire, flood, strike, accident, riot, act of government authority (whether or not valid), or acts of God or any third party. The party whose performance is so affected shall provide prompt notice to the other and shall use all reasonable efforts to mitigate the effects of such causes, provided that settlement of any labor dispute shall be entirely within the discretion of the party so affected. If, by reason of any such contingency, Seller is excused from performance then to the extent goods are not delivered to Buyer, in the quantities or at the times required hereunder, Buyer may purchase the same or similar goods from other sources without liability or obligation to Seller. In the event Buyer purchases goods from another source, then Buyer may to the full extent of such purchases, reduce its quantity commitment and payment obligations hereunder. During any period of shortage due to any of said causes, Seller shall: (a) allocate its supply of raw materials among its various internal uses fairly and equitably, and (b) allocate its supply of goods fairly and equitably among its customers. In addition, Buyer may, at its option, extend the term of this Purchase Order to permit partial or total delivery of goods or performance of services not delivered or performed because of any such event. If such event continues for more than 30 days, Buyer has the option, at any time thereafter, to cancel this Purchase Order, without liability to Seller except to pay for goods and services already accepted.

15. **TERMINATION:** Buyer may terminate this Purchase Order with immediate effect upon written notice in the event of: (a) the insolvency, reorganization, debt arrangement, assignment for the benefit of creditors or any other granting of relief from creditors, or (b) that any process is issued against a substantial part of Seller's property, or (c) of the institution of dissolution, liquidation or bankruptcy proceedings by or against Seller, or (d) in the event of material breach of this Purchase Order by Seller or (e) at anytime without cause.

16. **CONFIDENTIALITY:** Seller acknowledges that this Purchase Order, including, but not limited to any goods or services provided hereunder and any information derived, learned or prepared by Seller during performance of its obligations hereunder, is the confidential and proprietary information of Buyer. Seller agrees that it will not disclose any such confidential information to any third party, without the Buyer's prior written consent. Seller shall take reasonable measures to maintain and protect all such confidential information against any unauthorized use or disclosure, but in any event no less than a

reasonable degree of care. Seller shall be responsible and liable for any unauthorized disclosure of Buyer's confidential information by its Representatives, Seller acknowledges that any breach, or threatened breach, of this Section 16, may cause irreparable harm to the Buyer and as such, Buyer shall be entitled to seek injunctive relief, in addition to any other remedies available to Buyer,

17. MISCELLANEOUS: Seller may not assign its rights or subcontract or delegate its duties hereunder without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Any assignment without such consent shall be void and wholly unenforceable. This Purchase Order shall be interpreted and enforced in accordance with, and governed by, the laws of the State of New Jersey, without regard to principles of conflicts of laws. Courts having jurisdictions in New Jersey shall have exclusive jurisdiction over any controversy which may arise hereunder, and the parties hereto waive all objections to jurisdiction or venue in New Jersey. The failure of Buyer to insist upon strict adherence to any term of this Purchase Order on any occasion shall not be considered a waiver or deprive Buyer of the right to insist upon strict adherence to that term or any other term of this Purchase Order, and any waiver must be in writing and signed by Buyer. If any provision of this Purchase Order is invalid or unenforceable, the court having jurisdiction shall have the power to modify such provision so that it will be valid and enforceable, and in any case the balance of this Purchase Order will be in full force and effect. The Section titles in this Purchase Order are for convenience only and shall not define or limit any provisions of this Purchase Order. These terms and conditions constitute the entire agreement between the parties and merge and supersede all prior contemporaneous agreements or understandings, oral or written. Modifications hereof or additions hereto are not effective unless in writing and signed by Buyer.

18. NON-DISCRIMINATION: Under Federal contracts, Seller agrees and certifies that the terms under Executive Order 11246, as amended, will be followed as stated in 41 CFR 60-1.4, 1.7, 1.8 and 2.0.

19. VOCATIONAL REHABILITATION ACT OF 1973: Seller agrees and certifies that the terms under Executive Order 11758, as amended, will be followed as stated in 41 CFR, 60-741.4.

20. SECTION 402 OF VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE ACT OF 1974: The Seller will not discriminate in employment because of status as a disabled veteran of the Vietnam Era in accordance with 41 CFR 60.250.4 and will comply with all provisions contained therein. Non-compliance with this directive may be considered cause of cancellation in whole or part of this Purchase Order. The Seller will include provisions of paragraphs (a) through (m) in every subcontract unless such subcontract is not covered by the laws or regulations.