

Mérieux NutriSciences Purchase Order Terms and Conditions

- 1. SCOPE:** These Purchase Order Terms and Conditions (the “Terms”) govern the relationship between Mérieux NutriSciences and the Seller pursuant to which the Seller has agreed to sell to Mérieux NutriSciences the goods (hereinafter the “Products”) and/or services (hereinafter the “Services”) described in the Purchase Order (the “Order”), in which the Terms are incorporated.
- 2. ACCEPTANCE:** Acceptance of the Order by Seller is required in order for the Order to become effective; provided, however, that any conduct by Seller recognizing the existence of an agreement pertaining to the subject matter of any Order shall be deemed an acceptance of such Order, including these Terms, even in the absence of written acceptance. No addition or modification by Seller to these Terms or to the specifications, quantities, prices, or delivery methods or other instructions applicable to any Order shall have any force or effect unless agreed to in writing by Mérieux NutriSciences.
- 3. CHANGES:** Mérieux NutriSciences may at any time make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, method of transportation, or other terms of the Order, which changes shall be immediately implemented by Seller upon receipt of change notification from Mérieux NutriSciences. If any such change causes an increase or decrease in the cost of the Products or Services, or the time required for performance, an equitable adjustment in the pricing shall be made, and the Order shall be accordingly modified in writing.
- 4. PRICES:** Mérieux NutriSciences shall be invoiced at the price stated in the Order or in any document referred to in the Order. Unless otherwise specified, the price stated includes all charges for packing, hauling and storage. The price stated includes all taxes except state or local sales or use tax or similar taxes which Seller is required by law to collect from Mérieux NutriSciences. Such taxes, if any, shall be separately stated in Seller's invoice and paid by Mérieux NutriSciences unless an exemption is available. Seller agrees that any price reduction made with respect to the Products or Services covered by the Order subsequent to its placement but prior to payment will be applicable to the Order. Payment terms shall be Net 45 days upon receipt of an invoice by Mérieux NutriSciences unless otherwise stated in the Order. Each invoice shall describe the products or services, state the Order number and be attached to the original bill of lading or other shipping receipt.
- 5. DELIVERY:** TIME IS OF THE ESSENCE with respect to Seller's obligations hereunder. If delivery of Products or rendering of Services is not completed by Seller by the time stated in the Order, Mérieux NutriSciences reserves the right, in addition to any other rights it may have, to return and/or reject delivery of Products or terminate all or part of the Order and charge Seller with all costs, expenses, and damages associated with such return or termination. Seller shall strictly comply with delivery instructions contained in the Order; if none are stated, Products shall be delivered F.O.B. destination designated by Mérieux NutriSciences. Mérieux NutriSciences may delay delivery and/or acceptance for causes arising beyond its reasonable control.
- 6. INSPECTION/TESTING:** Neither any inspection, testing, delivery, nor payment for the Products and Services delivered hereunder shall constitute acceptance thereof. Mérieux NutriSciences may reject any Products or Services which are, in Mérieux NutriSciences's judgment, defective or nonconforming. Products rejected by Mérieux NutriSciences or those which are supplied by Seller in excess of quantities stated herein may be returned to Seller at its expense. In addition, Mérieux NutriSciences may charge Seller all expenses of unpacking, examining, repacking, and reshipping such Products. In the event Mérieux NutriSciences receives defective or nonconforming Products or Services whose defects or nonconformity are not apparent on examination at the time of delivery, Mérieux NutriSciences reserves the right to require replacement of such Products or reperformance of such Services, as well as payment of damages. Nothing in the Order shall relieve Seller from the obligations of testing, inspection, and quality control. Upon receipt of notice from Mérieux NutriSciences that any Products or Services are defective or nonconforming, Seller shall, at Mérieux NutriSciences's sole option, immediately (a) provide replacement Products to Mérieux NutriSciences free of charge and/or re-perform any non-conforming Services free of charge or (b) refund the purchase price to Mérieux NutriSciences.
- 7. TERMINATION:** Mérieux NutriSciences may at any time terminate the Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work and shall

immediately cause its suppliers or subcontractors to cease such work. Seller shall not be paid for (a) any work performed after receipt of the termination notice, except for work that is necessary to effect termination, or (b) any costs incurred which reasonably could have been avoided. Mérieux NutriSciences may also terminate the Order or any part hereof for cause if the Seller fails to comply with any of the terms of the Order or is otherwise in default hereunder. In the event of such a termination for cause, Mérieux NutriSciences shall not incur any liability for such termination, and without prejudice to any other remedy Mérieux NutriSciences may have, Seller shall be liable to Mérieux NutriSciences for any and all damages sustained by reason of the default and for a refund of a pro rata share of any and all prepaid fees which have not been earned as of the date of termination.

8. INSURANCE: Seller shall obtain and maintain at its own expense during the term of the Order and for two (2) years thereafter the following minimum insurance coverage from companies rated "A- " or better by AM Best: Workers' Compensation Insurance as required by law; Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate; automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury liability and property damage liability, or such other limits as Mérieux NutriSciences may specify in the Order or from time to time in writing. Upon request, Seller shall provide Mérieux NutriSciences with satisfactory evidence that such insurance is in effect.

9. INDEMNIFICATION: Seller shall defend, indemnify, and hold harmless Mérieux NutriSciences and its officers, agents, employees and contractors from and against any and all damages, claims, demands, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting, in whole or in part, from (a) the Products or Services purchased hereunder, (b) any act or omission of Seller, its agents, employees, or subcontractors, (c) Seller's performance or breach of the Order, or (d) any patent infringement, copyright violation, trade secret misappropriation, or any other intellectual property right infringement caused by Mérieux NutriSciences's use of any of the Products or receipt of Services purchased pursuant to the Order or any related documentation or deliverables provided by Seller.

10. PROPRIETARY INFORMATION; CONFIDENTIALITY; ADVERTISING: All information furnished by Mérieux NutriSciences or any other person acting on behalf of Mérieux NutriSciences and all nonpublic information learned or observed about Mérieux NutriSciences or its operations through performing the Order is confidential. Seller shall not disclose, directly or indirectly, any such confidential information to any third party (person or entity) other than Seller's duly authorized representatives, employees or agents who have a need to know and who are bound by nondisclosure obligations no less restrictive than the obligations imposed on Seller herein. Seller shall not use such confidential information for any purpose other than performing the Order without Mérieux NutriSciences's express written consent. All information in tangible form, including drawings, samples, models, specifications, or other documents provided by Mérieux NutriSciences or prepared by Seller for Mérieux NutriSciences shall be returned to Mérieux NutriSciences promptly upon request. Seller shall not use Mérieux NutriSciences's name, trademark, or logo in connection with any marketing or advertising and shall not in any other manner publicize the fact that Mérieux NutriSciences has contracted to purchase goods or services from Seller. Seller shall not disclose any information relating to the Order without Mérieux NutriSciences's written consent. Mérieux NutriSciences is the owner of and will retain all ownership rights, title and interests in and to all confidential information disclosed to Seller pursuant to this Order.

11. WARRANTIES: Seller represents and warrants that (a) the Products and/or Services covered hereunder will (i) conform to applicable specifications, instructions, drawings, data and samples, (ii) be merchantable, of good material and workmanship and free from defects and (iii) be fit for the purpose intended; (b) all Products delivered shall be new and of first quality, be free from liens and encumbrances with good title conveyed upon payment of the purchase price; (c) all Services performed under the Order will be performed in a professional, efficient and workmanlike manner in accordance with all applicable laws, rules and regulations and with the care, skill, and diligence generally adhered to in the industry; and (d) neither the Products nor any other materials furnished by Seller to Mérieux NutriSciences hereunder infringe the intellectual property rights of any third party. Seller warrants that it shall obtain and assign or otherwise provide to Mérieux NutriSciences the benefits of warranties and guarantees provided by manufacturers or suppliers of materials or equipment incorporated into the Products or Services. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance, and payment.

12. ENTIRE AGREEMENT: The Order, any documents referred to on the face thereof, and these Terms

constitute the entire agreement between the parties superseding all previous negotiations or agreements relating to the subject matter. In the event of any inconsistency, these Terms will prevail over any such other documents.

13. ASSIGNMENTS AND WAIVER: Seller may not assign the Order or amounts due hereunder without Mérieux NutriSciences's written consent. Mérieux NutriSciences's waiver of any right hereunder or of any failure to perform or breach by Seller hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by Seller hereunder whether of a similar nature or otherwise.

14. COMPLIANCE WITH LAWS: Seller agrees to fully observe and comply with all applicable federal, state and local laws, rules, regulations and orders pertaining to the production and sale of the goods or services. Seller further warrants and agrees that it is in compliance with and will continue to comply with all federal, state and local laws, rules and regulations pertaining to equal opportunity and nondiscrimination in Seller's hiring, employment and promotion practices.

15. GOVERNING LAW: The validity, interpretation and performance of this Order shall be governed by the laws (but not the conflict of law rules) of the State of Illinois (USA). Any litigation arising hereunder shall be resolved by a court of competent jurisdiction located in the State of Illinois, Cook County.

16. INDEPENDENT CONTRACTOR: The relationship between the parties hereunder shall at all times be that of independent contractor and principal and no express or implied representations to the contrary shall be made. No partnership, joint venture or agency is created through the provision of services or the supply of goods. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Mérieux NutriSciences for any liability arising therefrom.