

TERMS AND CONDITIONS OF PURCHASE

1. **PARTIES.** As used herein, "Buyer" means EMD Serono, Inc. and its affiliates, as applicable. "Seller" means the party described on the face hereof. This purchase order, including any specifications, drawings, proposal or statement of work attached hereto or specifically referred to herein (this "Order"), provides for the purchase by Buyer from Seller of the raw materials, equipment, supplies and other tangible personal property ("Goods") and/or the consulting, advisory and other services ("Services") described herein. Seller shall provide Goods and render Services hereunder as an independent contractor and not as an agent of Buyer. Seller shall not enter into any agreements or incur obligations on behalf of Buyer without prior written consent from Buyer.

2. **ORDER.** The Order is an offer to enter into a contract. Buyer may revoke or modify this offer at any time prior to Seller's acceptance. Any of the following shall constitute Seller's acceptance of this Order on the terms and conditions set forth herein and no other terms (i) Seller's execution and delivery to the Buyer of the acknowledgment copy of this Order or Seller's own acknowledgment form, (ii) Seller's commencement of performance pursuant to this Order, or (iii) Seller's acceptance of any payment by Buyer hereunder. Buyer is not bound by and hereby expressly rejects any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Seller.

3. **PRICES AND TAXES.** Seller shall furnish the Goods and Services called for by this Order at the prices stated on the face hereof. If no price is stated Seller's lowest prevailing market price shall apply. Unless otherwise specified, the price stated includes all charges and expenses of Seller such as handling, packing, boxing, cartage, and all applicable federal, state and local taxes and fees including but not limited to duty, customs, excise, value added, sales and use, occupational and manufacturing taxes.

4. **INVOICES; PAYMENT TERMS.** Seller's invoices shall be dated no earlier than the date of delivery of Goods or, in the case of Services, the date the agreed upon Services have been rendered in full. Buyer's Order number, "ship to" address(es), Seller's catalog number, quantity and, to the extent applicable, the expiration or "shelf life" date and batch or lot number must appear on the outside of each shipping container and on all invoices, packing lists and bills of lading. Delay in receiving invoices, bills of lading and packing lists and any quality control certificates, package inserts and material safety data sheets, as well as errors or omissions therein shall constitute cause for Buyer's delaying payment. Unless otherwise specified, Buyer shall pay undisputed amounts within forty-five (45) days following receipt of invoice. Seller shall not impose any charges on Buyer other than those agreed upon in this Order.

5. **DELIVERY; SHIPMENTS.** Goods to be shipped will be packed in accordance with sound commercial practices and so as to obtain the lowest rate possible under freight classifications except when otherwise specified by Buyer. Time is of the essence for this Order. Deliveries are to be made both in quantities and at times specified on the face hereof, or on release schedules furnished against this Order and, unless otherwise specified by Buyer, in a single shipment. No partial shipments are allowed without Buyer's written consent. Buyer reserves the right to cancel this Order and refuse delivery of Goods and return same at Seller's risk and expense if Seller defaults in the manner and time of delivery or in the rate of shipment. All costs incurred by Buyer as a result of Seller's failure to make delivery at the time and place specified herein, shall be charged to Seller. Seller shall deliver all goods DDP (Delivered Duty Paid) unless otherwise specified in the Order or by Buyer in writing.

If a blanket purchase order or other contract has been entered into between Seller and Buyer, the quantity included in this Order shall apply against the quantity covered by such Order or contract. If any Goods to be delivered pursuant to this Order have a shelf life, production ahead of Seller's normal processing time or release date is not permitted unless specifically authorized in writing by Buyer. If Seller does overship, Buyer may either retain possession and assume ownership at no cost to the Buyer or, at the sole discretion of the Buyer, return the Goods to Seller freight collect, plus any charges for repacking. Buyer is under no obligation hereunder to notify Seller of any overshipment nor does Buyer assume any liability for payment of overshipments.

6. **INSPECTION.** All Goods shall be received by Buyer subject to Buyer's right of inspection and rejection. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to be in conformity with this Order, Buyer may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Seller the cost of such inspection. Items once rejected shall not thereafter be tendered for acceptance unless a written replace order is submitted to Seller.

7. **WARRANTIES.** Seller represents and warrants that: (i) Seller shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to all Goods delivered and Services performed; (ii) Seller will make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business or to induce such official or other person to perform a function in violation of any statute, rule or regulation; (iii) Seller shall perform all Services in a good and workmanlike manner; (iv) all Services shall be performed by personnel with the skills and experience necessary to perform the Services; (v) there are no prior commitments with a third party that might interfere with Seller's obligations hereunder; (vi) neither it nor the Work Product (as defined below) or any Goods will violate, infringe or misappropriate any right or legally protected interest of any person or entity; (vii) it has obtained all releases, permissions and licenses necessary for Seller to deliver its Goods and to perform its Services; (viii) all Goods will be merchantable, new, suitable for the uses intended, of the grade and quality specified, free from all defects in design, material and workmanship; (ix) all Goods will conform to the description thereof on the face of this Order and in the applicable catalog, data, specification and information sheets of Seller and any other sales materials of Seller, and to any specifications or drawings provided by Buyer to Seller; (x) all Goods will be manufactured, tested and, if required, certified in accordance with all applicable laws, rules, regulations and ordinances; and (xi) all Goods will be free of all liens and encumbrances. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods or Services and shall extend to Buyer and its customers. These warranties shall not be deemed to exclude Seller's standard warranties or other rights or warranties which Buyer may have or obtain.

8. **ACCEPTANCE AND REJECTION.** In the event that any Goods or Services prove unsatisfactory on account of inferior quality, workmanship or failure to conform to specifications, drawings, samples or other descriptions or standard mentioned herein, Buyer reserves the right to reject the same at any time, and in the event rejected Goods or Services have been paid for by Buyer, they may be returned and/or charged back to Seller, in which event Seller will allow a credit to pay the charge back, including Buyer's inspection and handling expenses and transportation both ways. If, after notice, Seller fails promptly to replace, repair or redo any such Goods or Services, Buyer may do so without further notice and Seller shall reimburse Buyer for all costs incurred thereby. If Buyer is unable to

replace or repair any such Goods or Services, Seller shall promptly refund to Buyer the full purchase price paid by Buyer for all Goods or Services. Payment for Goods or Services on this Order shall not constitute an acceptance thereof. Acceptance of, or payment for, all or any part of the Goods or Services furnished under this Order shall not (i) release or discharge Seller's liability in damages or other legal remedy for breach of promise or warranty, expressed or implied, or any other term of this Order, or (ii) be deemed to be a waiver of Buyer's right to cancel or return or reject all or any part of the Order, or to make any claim for damages, including loss of profits or other special damages.

9. **CHANGES.** No modifications hereto may be made without the written consent of Buyer. Buyer may at any time, by a written change order, or a telephonic order confirmed by Buyer in writing, increase or decrease the quantity or otherwise adjust the Goods or Services to be furnished hereunder, suspend performance by Seller in whole or part, extend the time for delivery or make changes within the general scope of this Order in specifications, drawings, proposal or statement of work, method and date of shipment and packing and/or place of delivery. If any such change affects the cost of or time necessary for performance, Seller shall advise Buyer in writing within five (5) days after receipt of such change.

10. **INSURANCE.** Seller shall maintain such insurance as will be adequate to protect it and Buyer from all claims which may arise from Seller's performance of its obligations hereunder.

11. **CANCELLATION.** Buyer may at any time terminate all or any part of this Order. Upon termination, Seller shall (i) immediately cease delivering Goods and performing Services to the extent set forth in the termination notice, (ii) deliver all Work Product, (iii) take all reasonable steps to minimize costs relating to such termination, and (iv) promptly return all of the Confidential Information (as defined below).

12. **RECORDS AND AUDIT.** Seller shall maintain records during, and for one year following completion of, Seller's performance of its obligations hereunder, or such longer period if required by applicable law, relating to all Goods delivered, Services performed, time expended and expenses incurred with respect to this Order. Buyer shall have the right, upon reasonable notice, to examine such records.

13. **CONFIDENTIALITY.** Seller shall hold in confidence all information in written, oral, visual or other form disclosed by or on behalf of Buyer ("Confidential Information"), unless such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) is already known by or in the possession of Seller at the time of disclosure by Buyer; (iii) is independently developed by Seller without use of or reference to the Confidential Information; or (iv) is obtained by Seller from a third party that has not breached any obligations of confidentiality. Without limiting the foregoing, the Confidential Information includes all personal information Seller obtains from or for Buyer in connection with services performed under this Order. Seller shall use the Confidential Information only for the purpose of performing its obligations under this Order. Seller shall protect the Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. Seller shall (i) implement and maintain appropriate security measures to prevent unauthorized access to, or disclosure of, the Confidential Information, (ii) promptly notify only Buyer of any unauthorized access or disclosure of the Confidential Information, and (iii) cooperate with Buyer in the investigation and remediation of any such unauthorized access or disclosure. Seller shall not disclose any of the Confidential Information, except to such employees, consultants, contractors, advisors and agents ("Representatives") of Seller who need to know the Confidential Information for the purpose of performing Seller's obligations under this Order and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. Seller shall be responsible for any disclosure or use of the Confidential Information by such Representatives.

14. **INTELLECTUAL PROPERTY.** Buyer shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Buyer to Seller. Seller hereby assigns to Buyer, for no additional consideration, all right, title and interest, including intellectual property rights, in all deliverables and other data, reports, works of authorship, inventions (whether reduced to practice or not), know-how, software, improvements, designs, devices, processes, methods, products and other work product developed, authored, conceived, produced or acquired by Seller, its employees, contractors or its agents for Buyer under this Order, whether before or after the date of the Order (the "Work Product"). Seller shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Section. All Work Product shall be deemed Confidential Information.

15. **ENVIRONMENTAL, LABOR AND SOCIAL STANDARDS.** Buyer intends to conduct its business in accordance with principles of sustainable development and complies with environmental, labor and social standards. Buyer has set forth its understanding and implementation of these standards in its Values (http://www.merckgroup.com/en/company/mission_statement_values_strategy/values.html) and Social Charter (http://www.merckgroup.com/en/responsibility/corporate_responsibility.html) and Code of Conduct (http://www.merckgroup.com/en/company/publications/code_of_conduct.html). Seller shall comply with comparable environmental, labor and social standards. Should Buyer suspect that Seller is in breach of these standards, Buyer may terminate this Order without notice. Seller shall ensure that its subcontractors comply with comparable environmental, labor and social standards.

16. **ASSIGNMENT.** The rights and obligations of Seller under this Order may not be assigned or subcontracted to others without Buyer's written consent. Buyer may assign this Order in whole or in part without Seller's consent.

17. **SURVIVAL.** The obligations set forth in Sections 7, 11, 12, 13, 14, 15, 16, 17 and 18 hereof shall survive any termination or expiration of this Order.

18. **MISCELLANEOUS.** This Order and any blanket purchase order or other contract entered into between the parties with respect to the purchase of Goods or Services (the "Master Agreement") is the entire agreement between Buyer and Seller with respect to Buyer's purchase of the Goods or Services and supersedes all prior agreements between the parties relating to the subject matter hereof. In the event of a conflict between the terms and conditions on the face of the Order and the terms and conditions contained on the reverse side of this Order, the terms and conditions on the face of this Order shall control. In the event of a conflict between the terms of this Order and the terms of the Master Agreement, the Master Agreement shall control. No waiver, consent, modification or amendment of the terms of this Order shall be binding unless made in a writing specifically referring to this Order signed by Buyer and Seller. This Order and all claims related to it shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice or conflict of law provisions or the U.N. Convention on Contracts for the International Sale of Goods, the provisions of which are expressly excluded.