

BACK OF ASTRAZENECA'S PURCHASE ORDER

1. Offer and Acceptance. This purchase order and each release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this purchase order constitutes an offer by Buyer to buy from Seller, and becomes a binding contract only on the terms set forth herein when accepted by Seller either by acknowledgment or the commencement of performance hereof. This purchase order can be accepted only in accordance with the terms hereof. Any edits made on or to this purchase order will make the purchase order voidable at Buyer's option. Notwithstanding the above, if this purchase order is construed as an acceptance, such acceptance is expressly conditioned on Seller's assent to all terms contained herein. Alternatively, if this purchase order is construed as a confirmation of an existing contract, such confirmation is expressly conditioned on Seller's assent to all terms contained herein. All sections of the Uniform Commercial Code that expressly or implicitly protect Buyer are hereby incorporated by reference in this form, regardless of whether it is construed as an offer, acceptance or confirmation.
2. Time is of the Essence. Time is of the essence. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire order or that part of same not so delivered.
3. Acceptance of Goods. Buyer shall have thirty (30) days after receipt of the goods or services in which to inspect and accept or reject the goods or services furnished under this purchase order. With respect to any latent defects in such goods or services, Buyer shall have thirty (30) days after its discovery thereof to notify Seller of such defects. Acceptance of any nonconforming deliveries under this purchase order shall not be deemed a waiver by Buyer of its right to require that any other future deliveries be in accordance with the terms of this purchase order.
4. Packing and Shipping Charges. No charge will be allowed for packing, crating, freight, express or other carrier's charges or cartage, unless designated on this purchase order.
5. Prices. This purchase order must not be filled at prices higher than those appearing herein, or, if no prices appear, then at prices higher than those last quoted to Buyer without advance written approval from Buyer. Seller agrees that if it sells any goods or services similar to those listed herein at prices or on terms, including applicable freight equalization terms, lower or better than the prices or terms then in effect under this purchase order, said lower price or better terms shall apply on all goods and services thereafter provided under this purchase order during the period of sales to others at such lower price or on such better terms.
6. Taxes. It is understood that the purchase price herein is inclusive of any and all taxes and other governmental charges now imposed or hereafter becoming effective, upon the production, sale, shipment and use of the material specified in this purchase order unless this purchase order sets forth such tax separately; and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Setoff and Recovery. With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may (a) setoff such obligations against any sums owing to Seller or Seller's affiliates and/or (b) recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

8. Seller's Warranties. Seller warrants the goods or services (a) will be of merchantable quality, (b) will be of good material and workmanship, (c) will be free from defects, and (d) will conform with all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer. Buyer shall have the right, at its option, to reject and hold any goods that may be of inferior quality or defective, or that may fail to comply with specifications, drawings, and/or samples. In case of such rejection, transportation of the rejected goods both to and from Buyer shall be at the expense of Seller; said rejected goods are not to be replaced except upon specific instructions from Buyer; and Buyer shall have the right at its option to cancel the remainder, if any, of the order, by notice to Seller at the time notice is given of the rejection.

9. Corporate Responsibility and Compliance with Laws. Buyer is committed to purchasing practices that promote and are consistent with Buyer's Safety, Health and Environment and Corporate Social Responsibility policies. Consistent with this objective, Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, public health, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this purchase order. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing and will provide all permits, certificates and licenses that may be required for its performance under this purchase order. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article. Without limiting the foregoing, if the Federal Food, Drug and Cosmetic Act ("FDC Act") is applicable to any article furnished under this purchase order, then for the purpose of Section 303(c) of the FDC Act, Seller hereby guarantees that the articles comprising each shipment or other delivery to Buyer as of the date of such shipment or delivery, will not be adulterated or misbranded within the meaning of the FDC Act, or within the meaning of any applicable state or local law in which the definition of "adulteration" and "misbranding" are substantially the same as those contained in the FDC Act, as such laws are constituted and effective at the time of such shipment or delivery, and will not be an article which may not under the provisions of the FDC Act be introduced into interstate commerce. If applicable, Seller or Seller's employees shall comply with all aspects of current good manufacturing practices (CGMP's) in accordance with Title 21 of the Code Of Federal Regulations, when performing work on Buyer's sites.

10. Seller's Qualifications and Licenses. Seller represents and warrants that: (i) Seller and its employees are, and at all times will be, qualified by training and experience with appropriate expertise to perform their obligations and (ii) Seller and its employees have, and at all times

will have, appropriate licenses, approvals and certifications necessary to perform safely, adequately and lawfully their obligations.

11. Seller's Indemnification. Seller agrees to exonerate, indemnify and hold harmless Buyer from and against any and all liability, damage, cost or expense (including, without limitation, attorney and other professional fees and disbursements) that may accrue to or be sustained by Buyer on account of any claim, suit or action made or threatened to be brought against Buyer or its customers for actual or alleged infringement of any patent, trademark, copyright or other proprietary rights by the resale or use of said goods or services, along or in conjunction with other goods or services, or any personal injury or property damage arising from Seller's defective design, negligence or arising from Seller's willful misconduct in connection with said goods and services, and Seller, at Buyer's request, will defend Buyer at Seller's expense any such claim, suit or action. Seller's indemnification obligations hereunder shall survive Buyer's acceptance of the goods or services and payment therefor.
12. Compliance with Executive Orders, Laws and Regulations. Seller will comply with all the provisions of Executive Order 11246, as amended, the Affirmative Action requirements for Handicapped/Disabled Workers and Disabled Veterans and Veterans of the Vietnam Era and the applicable provisions of the regulations concerning small disadvantaged, woman-owned, HUBZone and veteran-owned businesses and Minority Business Enterprise Subcontracting Programs. In the event of Seller's noncompliance, Buyer reserves the right to cancel and terminate this purchase order in whole or in part.
13. Cancellation. Either party may cancel this purchase order at any time and for any reason by providing the other party with thirty (30) days prior written notice.
14. Insolvency of Seller. Buyer may immediately terminate this purchase order without liability, except for goods or services previously delivered or accepted and except for manufactured goods that are at least 50% completed, (including, without limitation, any consequential, incidental, indirect, special or punitive damages) to Seller in any of the following or any similar events: (a) insolvency of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this purchase order, that are necessary for Seller to meet its obligations under this purchase order.
15. Ingredients and Hazardous or Biological Materials. Prior to, and together with, the shipment of goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous or biological material (including, without limitation, any tissues, cells, cell lines, organisms, blood samples, genetic material and other biological substances and materials) that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to comply with applicable law and to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of goods, containers and packing.

16. Disclosure of Information; Waiver of Claims. Any unpatented technical information that Seller discloses in connection with the goods or services covered by this purchase order, shall, unless otherwise specifically agreed in writing signed by the Buyer and the Seller, be deemed to have been disclosed as part of consideration for this purchase order; and Seller agrees not to assert any claim against Buyer as the result of Buyer's use thereof.
17. Confidential Information. Seller acknowledges and agrees that it will have access to, or become acquainted with, Buyer's confidential information in order to provide the goods and services. For purposes of this purchase order, "Confidential Information" shall mean all confidential, proprietary, or trade secret information, property, or material of Buyer and any derivatives, portions, or copies thereof, including, without limitation, information resulting from or in any way related to (i) the services; (ii) Buyer's business practices, plans or relationships; and (iii) any other information or material that Buyer designates as Confidential Information. Seller shall keep all Confidential Information in strict confidence and shall not, at any time during or for five (5) years after the expiration or earlier termination of this purchase order, without Buyer's prior written consent, disclose, publish, disseminate or otherwise make available, directly or indirectly, any item of Confidential Information to anyone. Seller shall use the Confidential Information only in connection with the goods and services provided hereunder and for no other purpose.

Notwithstanding the obligations set forth above, Seller may disclose Confidential Information to any of its employees or subcontractors who need to receive the Confidential Information in order to provide the goods and services, provided that Seller shall ensure that, prior to disclosing the Confidential Information, each employee or subcontractor to whom the Confidential Information is to be disclosed is made aware of the obligations contained herein and agrees to undertake, in a manner legally enforceable by Buyer, to adhere to such terms of this purchase order as if they were a party to it.

18. Title. Seller warrants full and unrestricted title to all goods sold, services supplied and documents furnished by Seller under this purchase order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. All materials, any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks (collectively, "Inventions") created or prepared for Buyer, shall belong exclusively to Buyer. Seller hereby assigns all Inventions to Buyer and its assigns, except for any works for hire that do not require an assignment to vest ownership in Buyer. All works of authorship, including, without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created for or in the course of performing this purchase order (separately or as part of any goods and components) are "works made for hire" as that term is used in the Copyright Act of 1976 and the sole property of Buyer. Buyer shall have the right, at Buyer's option and expense, to seek protection for Inventions by obtaining patents, copyright registrations, trademark registrations and/or other recordations, registrations and filings related to proprietary or intellectual property rights. Seller agrees at no charge to execute and to cause its employees to execute, such documents, including such further assignments, applications and conveyances and to supply such information as Buyer shall request, in order to permit Buyer to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world.

19. Force Majeure. The parties shall not be subject to any liability for delay in performance or nonperformance as a result of fire, flood, strike, labor trouble, accident, riot, explosion, war, act of governmental authority, act of God or other contingencies and circumstances beyond their control interfering with the production, supply, transportation, receipt or consumption of the goods and services covered by this purchase order, or with the supply of any raw material used in connection therewith. Quantities so affected may be eliminated from the purchase order without liability, but the purchase order shall otherwise remain unaffected.
20. Additional Terms. This purchase order includes such additional terms as Buyer may make a part hereof by attachment or incorporation by reference when specified on the face hereof.
21. Governing Law. This purchase order shall be interpreted and performed in accordance with the laws of the State of Delaware without reference to its principles of choice of law.
22. Amendments. No revision of this purchase order shall be valid unless in writing and signed by an authorized representative of Buyer.
23. Insurance. Seller shall maintain at its own expense appropriate insurance coverage in amounts adequate to cover its acts and omissions.
24. Debarment. Seller represents, warrants and covenants that it is not currently using, and will not in the future use, in any capacity, in connection with the performance of its obligations hereunder, the services of any person debarred or subject to debarment under 21 U.S.C. §335(a) or otherwise disqualified or suspended or subject to any restrictions or sanctions by the FDA or any other governmental or regulatory authority or professional body with respect to the performance of Seller's obligations hereunder.
25. Assignment. Seller shall not assign its obligations under this purchase order without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Buyer may assign its rights and obligations under this purchase order without Seller's prior written consent.
26. Waiver. Each party shall have the right to enforce the provisions of this purchase order in strict accordance with its terms. The failure of either party at any time to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom contrary to the specific provisions hereof or as having in any way modified or waived same.
27. Severability. The provisions of this purchase order shall be several. Invalidity or unenforceability of one provision shall not affect any other provision of this purchase order.
28. Use of Name. Seller shall not mention or otherwise use Buyer's name (or any abbreviation or adaptation thereof) in any publication, press release, promotional material or other form of publicity without the prior written approval of Buyer in each instance.

29. Relationship of Parties. Seller and Buyer are independent contracting parties. Nothing in this purchase order makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

30. Notices. Any notice that is required or permitted hereunder shall be deemed given only if delivered personally or sent by telecopy (with transmission confirmed) or by registered or certified mail, return receipt requested and postage prepaid, or by a nationally recognized overnight delivery service, addressed to the parties at their respective addresses set forth on the face of this purchase order or to such other addresses at which notice of change shall have been given to the attention of the Buyer and Seller representatives responsible for administering this purchase order.